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**RECIPROCAL EASEMENT AND OPERATION AGREEMENT**

N-103949

by and between

**THE MARKETPLACE OF ROCHESTER HILLS PARCEL D LLC,**  
a Michigan limited liability company

**THE MARKETPLACE OF ROCHESTER HILLS PARCEL E LLC,**  
a Michigan limited liability company

**THE MARKETPLACE OF ROCHESTER HILLS PARCEL H LLC,**  
a Michigan limited liability company

and

**GOOD WILL CO., INC.**  
a Michigan corporation

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**RECIPROCAL EASEMENT AND OPERATION AGREEMENT**

**THIS RECIPROCAL EASEMENT AND OPERATION AGREEMENT** ("Agreement") is made as of this 5th day of February, 2009 by and between **THE MARKETPLACE OF ROCHESTER HILLS PARCEL E LLC**, a Michigan limited liability company, having an office at 28470 Thirteen Mile Road, Suite 220, Warren, Michigan 48334 ("Developer"), **THE MARKETPLACE OF ROCHESTER HILLS PARCEL D LLC**, a Michigan limited liability company, having an office at 28470 Thirteen Mile Road, Suite 220, Warren, Michigan 48334 ("Pond Owner"), **THE MARKETPLACE OF ROCHESTER HILLS PARCEL H LLC**, a Michigan limited liability company, having an office at 28470 Thirteen Mile Road, Suite 220, Warren, Michigan 48334 ("Adjacent Owner"), and **GOOD WILL CO., INC.**, a Michigan corporation, having its main office at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544 ("Meijer").

**Preliminary Statement**

Meijer is the owner in fee of two parcels of land, one containing approximately 14.5 acres ("**Store Parcel**") and the other containing approximately 2.2 acres ("**Gas Station Parcel**") located in the City of Rochester Hills, Oakland County, Michigan and more fully described in attached Exhibit "A-1" and depicted on the site plan attached hereto as Exhibit "B" (the "**Site Plan**"). The Store Parcel and the Gas Station Parcel are collectively hereinafter referred to as the "**Meijer Parcel**".

Developer is the owner in fee of a parcel of land located in the City of Rochester Hills, Oakland County, Michigan and more fully described in attached Exhibit "A-2" and depicted on the Site Plan as the "**Developer Parcel**".

Pond Owner is the owner of that certain parcel of land located in the City of Rochester Hills, Oakland County, Michigan and more particularly described in attached Exhibit A-3 and depicted on the Site Plan as the "**Pond Parcel**".

Adjacent Owner is the owner of that certain parcel of land located in the City of Rochester Hills, Oakland County, Michigan and more particularly described in attached Exhibit A-4 and depicted on the Site Plan as the "**Adjacent Parcel**".

The Developer Parcel and the Meijer Parcel are contiguous. The Developer Parcel, the Meijer Parcel and any Parcel created within the Developer Parcel pursuant to Section 10.01(s) hereof are sometimes referred to herein individually as a "**Parcel**" and together, as the "**Parcels**", or the "**Shopping Center**". The Developer Parcel and any Parcel created within the Developer Parcel pursuant to Section 10.01(s) hereof are sometimes referred to herein as the "**Developer Shopping Center**".

The owners of the Parcels and the Owner of the Adjacent Parcel are sometimes referred to herein individually as a "**Owner**" and together, as the "**Owners**".

The Shopping Center is being developed pursuant to and in accordance with that certain Consent Judgment dated April 3, 2003 between the City of Rochester Hills and Grand/Sakwa Acquisitions, L.L.C., an affiliate of Developer, as amended from time to time (the "**Consent Judgment**").

The Owners of the Parcels each recognize that for the most favorable development of the Shopping Center, it is necessary that they agree and cooperate with respect to the operation and maintenance of their respective Parcels and certain common areas and facilities to be erected thereon as indicated in the Site Plan. For purposes of this Agreement, the term "**Roadway Areas**" shall mean the access and other driveways which exist from time to time in the Shopping Center and at a minimum, once initially constructed by an Owner on a Parcel, one driveway which is at least twenty foot (20') in width located within the **Driveway Area** depicted on the Site Plan. For purposes of this Agreement, the term "**Building Area**" shall mean the limited areas of the Shopping Center outlined on the Site Plan as Building Area within which buildings (which for the purpose of this Agreement shall include any appurtenant canopies, sidewalks and related curbing located within the Building Area, supports, other outward extensions, as well as attached trash compactors and utility transformers, garden centers, and outdoor seating and patio areas) (collectively, the "**Building**") may be constructed, placed or located. For purposes of this Agreement, the term "**Developer Shopping Center Common Areas**" shall mean all areas within the exterior boundaries of the Developer Shopping Center, including without limitation the parking areas, curb cuts, aisles, roadways, driveways, footways, exits, entranceways, access roads, the driveway around the perimeter of the Developer Shopping Center, landscaped areas, but exclusive of (i) Buildings or other improvements appurtenant to a Building and located within a Building Area and which is intended for the exclusive use of an Owner or Occupant (such as a garden center) of a Parcel, and (ii) transformers, trash containers or compactors, loading docks, truck ramps and screening of or with respect to the foregoing which are permitted to be installed in the Developer Shopping Center Common Areas by Developer.

The Owners of the Parcels therefore intend herein to grant to each other and to their successors and assigns and to all Occupants, tenants, customers, invitees, mortgagees and their successors and assigns certain easements and certain rights to install and maintain utility mains and lines; the Owners of the Parcels also intend herein to provide for certain obligations and restrictions with respect to the operation and maintenance of their respective Parcels, the Roadway Areas, the Developer Shopping Center Common Areas and facilities constructed and to be constructed thereon and such easements, obligations and restrictions shall run with the land and to the benefit of, and bind the respective Parcels and the owners from time to time of, the Shopping Center or any portion thereof, all to the extent set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Owners of the Parcels and the Adjacent Owner, as applicable, hereby grant, covenant and agree as follows:

*Exempt under MCL 207.52(c) + 207.505(e)*

**ARTICLE 1 - GRANT OF EASEMENTS****Section 1.01. Access and Parking Easements.**

(a) The Owners of the Parcels hereby grant and convey, each to the other and to the Owner of the Adjacent Parcel, for the benefit of all of the Parcels comprising the Shopping Center and the Adjacent Parcel, a non-exclusive perpetual easement and right to the use of the Roadway Areas including all common curb cuts, roadways, driveways, aisles, walkways and sidewalks located within the Roadway Areas from time to time, and located on the Parcel of the granting Owner, for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians, including an access easement over the property legally described in **Exhibit G**. There shall be no voluntary changes to the Driveway Area without the consent of the Owners of all of the Parcels and the Owner of the Adjacent Parcel; provided, however, the Driveway Area depicted on the Site Plan as "**Driveway Area A**" may be relocated by the Owner of the Developer Shopping Center so long as such relocated Driveway Area A is at least twenty feet (20') in width and provides reasonable access from the Meijer Parcel to Old Adams Road.

(b) The Owner of the Adjacent Parcel hereby grants and conveys to the Owners of the Shopping Center, for the benefit of the Shopping Center, a non-exclusive perpetual easement and right to the use of the East Driveway as depicted on the Site Plan as "**East Driveway**" for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians. There shall be no voluntary material changes to the East Driveway without the consent of the Owner of Adjacent Parcel within which the East Driveway is located and the Owners of the Shopping Center. The legal description of the East Driveway as provided on the Site Plan is set forth on Exhibit "G-1."

(c) The Owner of the Developer Shopping Center hereby grants and conveys, to the Owner of the Meijer Parcel, for the benefit of the Meijer Parcel, a non-exclusive perpetual easement and right to the use of the parking spaces depicted on the Site Plan as the "**Developer Shopping Center Shared Parking Spaces**", once initially constructed, for purposes of vehicular parking for customer vehicles only. Nothing contained in this Agreement shall impact the ability of the Owner of the Developer Shopping Center to use the Developer Shopping Center Shared Parking Spaces for parking count purposes and in the event such parking spaces cannot be counted by both Owners for parking count purposes, such parking spaces shall, in the first instance be available to the Owner of the Meijer Parcel for parking count purposes.

(d) The Owners of the Developer Shopping Center hereby grant and convey, each to the other, for the benefit of all of the Parcels comprising the Developer Shopping Center, a non-exclusive perpetual easement and right to the use of the parking areas from time to time maintained on the Parcels within the Developer Shopping Center and located on the Parcel of the granting Owner, for purposes of vehicular parking. There shall be no exclusive parking designated or reserved with respect to any of the parking spaces within the Developer Shopping Center Common Areas without the consent of the Owners of the Developer Shopping Center; provided,

however (i) the Owner of the Developer Parcel shall be entitled to designate no more than twenty (20) parking spaces for exclusive use by the Owners of the Shopping Center, Occupants or customers of the Developer Parcel, and (ii) the Owner of any Parcel created within the Developer Parcel pursuant to Section 10.01(s) hereof shall be entitled to designate no more than ten (10) parking spaces each for exclusive use by the Owners, Occupants or customers of such Parcels. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, this Agreement does not provide the right of the Owner of the Developer Shopping Center or the Owner of the Adjacent Parcel to park on any of the parking spaces located on the Meijer Parcel.

(e) The perpetual easements granted hereby and granted in Section 1.02 shall be for the benefit of, but not restricted solely to, the Owners of the Parcels and the Owner of the Adjacent Parcel, as applicable, benefited by such easements and each such Owner may grant the benefit of such easements to Occupants for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof; but such grant is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor, except as otherwise specifically set forth in this Agreement, shall it affect any real property outside of the Shopping Center.

(f) The following activities are specifically not permitted by any Occupant, employee, agent, business invitee or any member of the public on the Parcels: (i) exhibiting any placard, signs (other than (a) interior and exterior building signage, (b) directional signage, (c) pylon or monument signage or (d) any other signage which is expressly permitted pursuant to this Agreement); (ii) distributing any circular, handbill, placard, or booklet; (iii) soliciting membership or contributions; and (iv) parading, picketing, or demonstrating; provided, however, (A) at any time Meijer is an Occupant of the Meijer Parcel, Meijer may distribute circulars, handbills or booklets relating to its business in the Meijer Parcel and may solicit memberships relating to its business in the Meijer Parcel, and (B) the foregoing activities shall not be prohibited inside of any Building.

### **Section 1.02. Utility Easements.**

(a) The Owner of the Developer Shopping Center hereby grants and conveys to the Owner of the Meijer Parcel, for the benefit of the Meijer Parcel, an exclusive, perpetual easement in, to, over, under and across those portions of the **Seller Outlot Parcel** (as hereinafter defined) in the location depicted on the Site Plan as the "**Meijer Utility Easement**" to install, maintain, repair and replace underground utilities between the store building constructed on the Store Parcel and the gas station constructed on the Gas Station Parcel.

(b) The Owner of the Pond Parcel hereby grants and conveys to the Owner of the Meijer Parcel, for the benefit of the Meijer Parcel, a perpetual, nonexclusive easement for the use of the Detention Basin depicted on the Site Plan as the "**Detention Basin**" to discharge storm water into the Detention Basin from the Meijer Parcel. Without the consent of Owner of the Pond Parcel, there shall be no alteration of the surface of the Meijer Parcel or the drainage/retention system constructed on the

Meijer Parcel if such alteration would increase the flow of surface water onto any portion of the Pond Parcel either in the aggregate or by directing the flow of surface water to a limited area. The Owner of the Meijer Parcel shall pay its pro rata share (based upon a fraction, the numerator of which is the gross acreage of the Meijer Parcel and the denominator of which is the gross acreage of all of the parcels from time to time using the Detention Basin (excluding in any event, the Detention Basin) of the costs to maintain, repair and replace the Detention Basin (including, without limitation, landscaping appurtenant to the Detention Basin), which costs shall be paid within thirty (30) days of receiving an invoice from the Owner of the Pond Parcel and copies of all supporting invoices.

### **Section 1.03. Temporary Construction Easement.**

In connection with any construction work to be performed in the development of the Shopping Center and the Adjacent Parcel, as applicable, each Owner hereby grants to the other Owners temporary easements for incidental encroachments upon the party's Parcel which may occur as a result of construction activities (excluding the placement of any improvements), so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting the other parties from the risks involved. The temporary easements created pursuant to this Section 1.03 shall only exist during the periods of construction permitted pursuant to Section 2.01 hereof.

### **Section 1.04. Signs.**

(a) Notwithstanding anything to the contrary contained in this Agreement, Developer shall be responsible for installing, maintaining, repairing and replacing Monument Sign A (as hereinafter defined), Monument Sign B (as hereinafter defined), Monument Sign C (as hereinafter defined), and any other signs in the Shopping Center which identify the Shopping Center ("Project Sign") in a manner consistent with the first class nature of the Shopping Center. Developer may assign its maintenance and replacement responsibilities (but not the initial construction) under this Section 1.04 and under the other provisions of this Agreement (other than on the Developer Parcel) pursuant to this Agreement to the Owner of other Parcel(s) (and with respect to Monument Sign B or Monument Sign C, to an Owner of the Adjacent Parcel) and upon such assignment, Developer shall be released from its obligations under this Section 1.04 and under other provisions of this Agreement which have been assigned to another Owner.

(b) Developer grants to the Meijer a perpetual easement to use and maintain the sign panels on each face of the pylon or monument sign structure which is located on the Developer Parcel in the area depicted on the Site Plan as "**Monument Sign A**" (hereinafter, such sign is referred to as "Monument Sign A") which sign panels shall be located in the first (top) position on Monument Sign A and shall be in the size and dimensions as depicted on the sign rendering attached as Exhibit "C" and labeled the "**Meijer Sign Panel A**".

(c) Adjacent Owner grants to the Meijer a perpetual easement to use and maintain the sign panels on each face of the pylon or monument sign structure which is located on the Adjacent Parcel in the area indicated on the Site Plan as "**Monument Sign C**" (hereinafter, such sign is referred to as "Monument Sign C") which sign panels shall be located in the second position on Monument Sign C and shall be in the size and dimensions as depicted on the sign rendering attached as Exhibit "C" and labeled the "**Meijer Sign Panel C**".

(d) Adjacent Owner grants to (i) Meijer a perpetual easement to use and maintain the sign panels on each face of the pylon or monument sign structure which is located on the Adjacent Parcel in the area indicated on the Site Plan as "**Monument Sign B**" (hereinafter, such sign is referred to as "Monument Sign B") which sign panels shall be located in the first (top) position and in a size and dimensions as depicted on the sign rendering attached as Exhibit "C" and labeled "**Meijer Sign Panel B**", and (ii) the Developer a perpetual easement to use and maintain the sign panels on each face of Monument Sign B, which sign panels are depicted on the sign rendering attached as Exhibit "C" and labeled "Developer Sign Panels".

(e) Notwithstanding anything contained in this Agreement to the contrary, any sign panel on Monument Sign A, Monument Sign B, and Monument Sign C permitted to be installed by an Owner or Occupant of the Meijer Parcel shall only identify an Occupant of a majority of the Meijer Parcel (including Meijer at any time it is an Occupant of a majority of the Meijer Parcel).

(f) Nothing contained herein shall preclude (i) Developer from granting another Owner or Occupant the right to install, maintain, repair and replace sign panel(s) on either or both of Monument Sign A or on the Developer Sign Panels on Monument Sign B, or (ii) Adjacent Owner from granting another Owner or Occupant the right to install, maintain, repair and replace sign panel(s) on Monument Sign C.

(g) Subject to obtaining governmental approvals, Monument Sign A, Monument Sign B and Monument Sign C shall be designed and initially constructed substantially as set forth on Exhibit "C". Any reduction of the size of the sign panels on Monument Sign A, Monument Sign B or Monument Sign C required in connection with obtaining governmental approvals with respect to the initial construction of Monument Sign A, Monument Sign B or Monument Sign C shall be done on a pro rata basis (based on proposed panel size). Meijer and Developer shall maintain its panels on Monument Sign A, Monument Sign B and Monument Sign C in good repair at its sole expense. Any other sign panels to be located on Monument Sign A, Monument Sign B and Monument Sign C shall be maintained in good condition and repair at the sole expense of Developer or any Owner or Occupant which maintains a sign panel. Each Owner which maintains a panel on Monument Sign A, Monument Sign B and Monument Sign C (including the Owner of the Meijer Parcel and the Owner of the Developer Parcel) shall, within thirty (30) days of receiving an invoice from Developer and copies of all supporting invoices, reimburse Developer for its proportionate share of the costs of constructing, lighting, maintaining, repairing and replacing Monument Sign A, Monument Sign B and Monument Sign C, as applicable, based on the ratio of the area



of such applicable sign panel over the total area of all sign panels on Monument Sign A, Monument Sign B and Monument Sign C, as applicable, provided; however, an Owner shall not be obligated to pay its prorata share of (i) the initial construction of Monument Sign A, Monument Sign B and Monument Sign C, as applicable, until the construction of such applicable sign has been completed and (ii) the cost to maintain any sign panel which identifies an Owner or Occupant. Developer and any Occupant of the Shopping Center which Developer grants rights to maintain a panel on Monument Sign A, Monument Sign B and Monument Sign C, as applicable, shall have reasonable access to the Meijer Parcel and Developer Parcel for purposes of erecting, illuminating, maintaining, repairing and/or replacing its sign panel. Notwithstanding anything to the contrary in the foregoing, Meijer shall not be required to pay for any of the cost to initially construct Monument Sign A, Monument Sign B and/or Monument Sign C, it being acknowledged that any payment obligation regarding the Monument Signs are provided for under that certain Site Development Agreement between Developer and Meijer ("**SDA**").

(h) Without the prior written consent of the Owners of the Parcels, with the exception of pylon or monument signs which may be installed pursuant to the terms of this Agreement, only signs attached to the exterior of a building which identify (i) the Owner of the Parcel, and/or any tenant(s) or subtenant(s), and (ii) any specialties of the Owner of the Parcel, and/or any tenant(s) or subtenant(s), may be installed in the Shopping Center, and only so long as any such sign is an individual letter sign, is installed, maintained, repaired and replaced in accordance with all **Regulations** (as hereinafter defined) and in a first class manner, in a safe and clean condition and in good order and repair, and is not installed on the roof of any building or which projects above the top of any parapet wall or roof line. The Owners of each Parcel shall, at its sole cost and expense, install, maintain, repair and replace such signage so that such signage is continuously maintained in a first class manner, in a safe and clean condition and in good order and repair. Notwithstanding anything to the contrary contained in this Agreement, subject to obtaining all necessary governmental approvals the Owners specifically approve the installation, maintenance, repair and replacement of the building signage on the Meijer Parcel depicted on **Exhibit "D"**

(i) In addition to the foregoing, neither exterior identification signs attached to Buildings nor freestanding signs on any portion of the Shopping Center shall be of the type set forth below:

(i) flashing, moving or audible signs, other than time, temperature signs, temporary signs announcing a grand opening and/or signs depicting gasoline prices on any sign constructed within the Permitted Gasoline Station Area depicted on the Site Plan as the **Permitted Gasoline Station Area**;

(ii) signs employing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers;

(iii) paper or cardboard signs, temporary signs (exclusive of contractor signs and grand opening signs), stickers or decals; provided, however, the

foregoing shall not prohibit the placement at the entrance of each Building a small sticker or decal, indicating hours of business, emergency telephone numbers, and other similar bits of information;

(iv) painted on the surface of any Building; or

(v) installed on the roof of any building or which projects above the top of any parapet wall or roof line (other than as set forth on Exhibit "D").

(i) Notwithstanding anything above to the contrary, the Owners of the Shopping Center shall be permitted to place within its Parcel the temporary display of leasing information, directional signs and informational signs such as handicapped parking and the temporary erection of one sign identifying each contractor working on a construction job. Each Owner shall have the obligation to operate, maintain, and repair, in a clean, attractive and safe condition, all signs located upon its Parcel.

(j) Notwithstanding anything above to the contrary, (A) Occupants of the Shopping Center shall be permitted to install on a temporary basis, within the interior of the front windows of a Building (and not taped to the front windows) professionally prepared paper or cardboard signs which relate to the business conducted in the Building, and (B) the Occupant of the Permitted Gasoline Station Area may install professionally prepared signage within the Permitted Gasoline Station Area (y) depicting the location of the car wash within such Permitted Gasoline Station Area, if any, and (z) informal signage describing products being sold within the Permitted Gasoline Station Area and which are also displayed in a majority of other gas station areas then operated by Meijer, Inc. For purposes of the foregoing, a temporary basis shall not preclude an Occupant from continuously having interior signs in the front windows which are rotated on a frequent basis. Notwithstanding the foregoing, an Occupant which is then conducting business in the Shopping Center may tape professionally prepared paper or cardboard signs which relate to the business conducted in such Building to no more than fifty percent (50%) of the front windows of the Building.

(k) Neither Developer nor the Owner of the Meijer Parcel shall be permitted to install any pylon or monument sign(s) on the Meijer Parcel without the prior written consent of Developer, which consent shall not be unreasonably withheld or delayed so long as such signs do not limit the amount of or size of pylon or monument signs which could be installed on the remainder of the Shopping Center.

(l) Developer and/or the Owner of any other Parcel (other than Meijer except as set forth in Section 1.04(i)) may install, maintain, repair and replace pylon and/or monument signs on or within its respective Parcel.

**Section 1.05. INTENTIONALLY DELETED.**

**Section 1.06. Restrictions.**

During the term of this Agreement, the easements granted by this Article I shall be subject to the covenants and restrictions set forth in Article III.

**Section 1.07. Zero Lot Line.**

The Owners acknowledge that subject to obtaining governmental approvals, a building may be constructed by an Owner of the Developer Parcel or the Owner of any Parcel created with the Developer Parcel pursuant to Section 10.01(s) hereof up the boundary line of such Parcel and the Developer Parcel.

**ARTICLE 2 - CONSTRUCTION, MAINTENANCE AND REPAIR****Section 2.01. Construction, Maintenance and Repair.**

(a) The size and location of the Building and any and all other improvements (other than the Roadway Areas, Developer Shopping Center Common Areas and parking lot improvements) to be constructed on each Parcel shall only be located within the **Building Area** as depicted on the Site Plan and the Building Area shall not be modified without the prior written consent of the Owner of each Parcel. To the extent Meijer or the Owner of the Meijer Parcel constructs any improvements on the Meijer Parcel, without the consent of Developer, such improvements shall be consistent with the elevations attached to this Agreement as **Exhibit "E."** Notwithstanding the foregoing, or anything else to the contrary contained in this Agreement, without the prior written consent of Developer, the only building and other improvements (other than Roadway Areas and parking lot improvements) which may be constructed on the Meijer Parcel shall be a single one (1) story building containing a maximum of one hundred fifty seven thousand (157,000) square feet; provided, however, the Owner of the Meijer Parcel may construct one (1) single story building within the Permitted Gasoline Station Area containing a maximum of two thousand seven hundred (2,700) square feet, the primary use of which is to be used in conjunction with the sale of gasoline within the Permitted Gasoline Station Area and in no event for lease to retail tenants not operating the gas station within the Permitted Gasoline Station Area and a car wash.

(b) Each Owner of a Parcel shall, at its cost and expense, maintain, repair and replace all Buildings and related improvements (which for purposes of this Section and the rest of this Agreement includes the entire Permitted Gasoline Station Area with respect to the Meijer Parcel and all loading docks, truck facilities, dumpsters, trash receptacles and compactor areas located on a Parcel) located on its respective Parcel, and maintain, repair, and replace all Roadway Areas and Developer Shopping Center Common Areas and all other areas located on its respective Parcel, so as to keep such areas at all times in a safe, sightly, good and functional condition to standards of comparable community shopping centers in the metropolitan Detroit, Michigan market area and in compliance with the Consent Judgment and all applicable governmental laws, rules, regulations, orders, and ordinances exercising jurisdiction thereover (collectively, with the Consent Judgment, "**Regulations**") as well as with the provisions of this Agreement or cause such maintenance, repair and replacement to be accomplished. Without limiting the generality of the foregoing, the Roadway Areas and Developer Shopping Center Common Areas and other areas within a Parcel shall be repaired and replaced to the same or better specifications as the same were originally constructed. All construction shall utilize new materials, and shall be performed in a

good, safe, workmanlike manner. The Owner undertaking such work shall repair at its own cost and expense any and all damage caused by such work to a condition that is equal to or better than the condition that existed prior to the beginning of such work. Except as otherwise set forth in this Section, each Owner of a Parcel agrees that any Building located on its Parcel shall comply with the architectural theme set forth in the Consent Judgment.

(c) While it is acknowledged and agreed that nothing contained in this Agreement obligates an Owner of a Parcel to commence construction of any building on its Parcel, once construction has been commenced, such Building(s) shall be completed or if not completed, shall be maintained in a safe and attractive condition. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, nothing contained in this Agreement has any impact on the obligations of the Owners pursuant to any other agreement, including, without limitation, the SDA or that certain Amended and Restated Real Estate Option Contract.

(d) Any Owner of a Parcel shall have the right to install, maintain, repair, replace and remove Communications Equipment (as hereinafter defined) on the top of the Building on its Parcel; provided, however, such Communication Equipment shall be set back from the front of the Building to reduce visibility thereof by customers and such communications equipment must be adequately screened. As used herein, the phrase "Communications Equipment" means such things as satellite and microwave dishes, antennas and laser heads, together with associated equipment and cable.

(e) Once constructed by an Owner of a Parcel, each Owner shall, at its cost and expense, be responsible for keeping and shall keep (or cause to be kept) the Roadway Areas, Developer Shopping Center Common Areas and other areas on its own Parcel clean and free from refuse and rubbish and agrees to store all trash and garbage in adequate containers, to locate such containers so that they are not readily visible from the main parking areas, and to arrange for regular removal of such trash or garbage. Any landscaped areas on any portion of the Roadway Areas and on any portion of the Developer Shopping Center Common Areas and other areas shall be mowed and otherwise tended to by the Owner thereof.

(f) Each Owner of a Parcel shall, at its cost and expense, repave, reseal, re-stripe and replace markings on, and sweep and remove snow and ice from, the surface of the parking areas and driveways on its Parcel from time to time as and when necessary so as to provide for the orderly parking of automobiles and maintenance of such areas in accordance with the standards set forth in this Agreement and shall place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of said parking areas. Any striping and other markings shall be consistent with the Site Plan and the lighting, paving and striping materials shall be consistent with that used in the Shopping Center.

(g) The Owner of the Meijer Parcel shall be responsible, at its sole cost and expense, to maintain, repair and replace the utilities contained in the Meijer Utility Easement and shall, at its cost and expense, repair any damage to any improvements

on the Developer Shopping Center caused in connection therewith as soon as reasonably possible. The Owner of the Meijer Parcel shall indemnify and hold the Owner of the Developer Shopping Center harmless from any claim, damage or loss which may result from the activities undertaken by such Owner in making such maintenance, repairs or replacements.

(h) INTENTIONALLY DELETED

(i) Each Owner of a Parcel shall, at its cost and expense, cause the Roadway Areas, Developer Shopping Center Common Areas and all Buildings and improvements (including, without limitation, parking lot improvements) located on its Parcel to comply with all Regulations, provided however, that an Owner may contest any such law or regulations so long as such contest would not create any material danger of a loss of title to, or impairment in any way of the use of, all or any portion of the Roadway Areas or Developer Shopping Center Common Areas for their intended purposes.

(j) At any time a Building is not constructed on a Parcel and with respect to each portion of the Shopping Center for which no improvements are located, each Owner shall take or cause to be taken such measures with respect to its Parcel as may be necessary to control weeds, blowing dirt and sand, and similar matters and grade and landscape or pave such area so that such area(s) shall be visually harmonious with the remainder of the Shopping Center and in a good condition and repair

(k) All construction, alteration, and repair work shall be accomplished in an expeditious and good and workmanlike manner, in compliance with all Regulations and the terms and conditions of this Agreement. The Owner undertaking such work shall take all necessary measures to minimize any disruption or inconvenience caused by such work. Such work shall be accomplished in such a manner as to minimize any damage or adverse effect which might be caused by such work to any other person or to the Parcel on which the work is being done or any other Parcel in the Shopping Center. The Owner undertaking such work shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of the Shopping Center caused by such work to a condition that is equal to or better than the condition that existed prior to the beginning of such work. In addition, the Owner undertaking such work shall promptly pay all costs and expenses associated therewith or shall promptly bond over any mechanics or construction lien(s) in accordance with applicable laws and shall indemnify, defend and hold all Owners harmless from all damages, losses, or claims, including reasonable attorneys fees, attributable to the performance of such work.

(l) Prior to the commencement of any construction activities within the Shopping Center, each Owner shall obtain or cause to be obtained and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

- (i) Workers' Compensation - statutory limits

- (ii) Employers Liability - \$500,000
- (iii) Commercial General and Commercial Auto Liability in the amount of Three Million Dollars (\$3,000,000) per occurrence, Five Million Dollars (\$5,000,000) aggregate, including:
  - (A) Products/Completed Operations Coverage on an occurrence basis;
  - (B) "XCU" Hazard Endorsement, if applicable;
  - (C) Contractual Liability Endorsement;
- (iv) Umbrella liability in the amount of Five Million Dollars (\$5,000,000);
- (v) Contractor's Protective Liability Insurance covering the contractor and owner(s) in the same amounts as set forth in (iii) above; and
- (vi) Effective upon the commencement of construction of improvements, the constructing Owner will carry or cause to be carried, property insurance on a Standard Comprehensive Replacement Cost Form with a face amount equal to one hundred percent (100%) of the replacement value (exclusive of the cost of excavation, foundations, and footings) of the buildings and improvements, with a standard co-insurance endorsement of not more than ninety percent (90%).

If the construction activity involves the use of another Owner's Parcel, then the Owner of such Parcel shall be an additional named insured and such insurance shall provide that the same shall not be cancelled without at least thirty (30) days prior written notice to the named insureds. If such insurance is cancelled or expires then the constructing Owner shall immediately stop all work on or use of another Owner's Parcel until either the required insurance is reinstated or replacement insurance obtained. Notwithstanding the foregoing, any Owner or Occupant (including Meijer) which maintains a net worth of at least One Hundred Fifty Million Dollars (\$150,000,000) in Constant Dollars (as hereinafter defined) may satisfy the requirements placed upon an Owner under this subparagraph (i) or this Agreement through self-insurance; provided, however, such self insurance is conditioned upon its agreement that if an event occurs where insurance proceeds would have been available but for the election to self-insure, such Occupant or Owner shall make funds available to the same extent that they would have been available had such insurance policy been carried and in the event that such Occupant or Owner's net worth drops below the levels required in this Section, such Occupant or Owner shall no longer be entitled to self-insure and shall immediately effectuate the insurance coverages required to be maintained pursuant to this Agreement. All insurance required by this Section shall be written on an occurrence basis.

(m) Other than: (i) initial construction of the Buildings; (ii) reconstruction made necessary by casualty damage or condemnation; (iii) any construction or reconstruction

made necessary by an emergency; (iv) with the prior written consent of the Owners; or (v) construction or reconstruction required by any governmental agency or authority having jurisdiction; all exterior construction and/or reconstruction and/or major repair or replacement shall be done only during the months of February through September. Notwithstanding the foregoing, any exterior construction may take place at any time so long as such construction is limited to a fenced area not to extend five (5) feet beyond the boundary of the Building. No repairs or replacements of the Roadway Areas, other than emergency repairs, shall be performed during (y) the period October 1 through January 31 of the following year without the prior written consent of the Owners, and (z) the three (3) week period before Memorial Day, July 4, or Labor Day on any of the main driveways within the Shopping Center or any parking field within the Developer Shopping Center Shared Parking Spaces.

(n) In connection with any construction, reconstruction, repair or maintenance on its Parcel, each Owner reserves the right to create a temporary staging and/or storage area in the location on its Parcel depicted on the Site Plan as the Staging Area and in such other areas outside of the Meijer Parcel as may approved by Developer from time to time. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Parcel, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points designated by the Owners; provided, however, without the consent of the Owner of the Meijer Parcel, no portion of the Driveway Area on the Meijer Parcel shall be used for any such ingress or egress. Upon completion of such work, the constructing Owner shall restore the affected Roadway Areas and other portions of the Shopping Center to a condition equal to or better than that existing prior to commencement of such work.

#### **Section 2.02. Operation and Lighting.**

(a) Once initially constructed, the Owners shall keep the Roadway Areas on its Parcel and on the Adjacent Parcel, as applicable, and the entrances to and existing from the Shopping Center on its Parcel and Developer Shopping Center Common Areas open to the customers of the Shopping Center seven (7) days a week at all times and lighted after dusk until at least 11:00 p.m. on Monday through Saturday and from dusk until at least 7:00 p.m. on Sunday ("Normal Lighting Hours"), provided however any Building exterior security lights and internal access roadway lights shall be kept on from dusk until dawn. Any Owner or Occupant of a Parcel maintaining a Building on its Parcel may require the lights on any other Parcel to be kept lighted after Normal Lighting Hours if such Owner or Occupant reimburses the requested Owner for the additional electrical costs incurred thereby, which cost shall be shared on a pro rata square footage basis of Floor Area in the Shopping Center with any other Occupant which remains open during such additional hours. The meters and lighting control switches for the exterior parking and roadway lighting for each Parcel shall be located in an exterior, accessible location on each Parcel and the Owner of each Parcel shall be provided with keys to such controls.

(b) Any facilities and fixtures to be used in the lighting of the roadways or parking areas of the Shopping Center shall be constructed in accordance with specifications mutually agreed upon by the Owners. The Owner of the Developer Parcel hereby approves the construction by the Owner of the Meijer Parcel of the improvements set forth in plans and specifications previously submitted to the Owner of the Developer Parcel. The Shopping Center's lighting facilities and fixtures shall be designed and installed with separate meters to measure the electricity consumed on the respective Parcels.

(c) Notwithstanding anything contained in this Agreement to the contrary, nothing contained in this Agreement shall obligate an Owner to operate or open a business on its Parcel or to remain open for business at any time during the term of this Agreement; provided, however, the foregoing does not impact any obligation of an Owner contained in other agreement(s).

### **Section 2.03. Taxes and Assessments.**

(a) Each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Parcel, the Buildings, and improvements located thereon and any personal property owned or leased by such Owner, which, if remain unpaid could extinguish the easements and other terms and conditions set forth in this Agreement; provided that if the taxes or assessments or any part thereof may be paid in installments, the Owner may pay each such installment before the same becomes delinquent. Nothing contained in this subsection shall prevent any Owner from contesting at its cost and expense any such taxes and assessments with respect to its Parcel or Adjacent Parcel, as applicable, in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith so long as the easements and other terms and conditions set forth in this Agreement are not impaired. At the time such contest is concluded (allowing for appeal to the highest appellate court or administrative agency), the contesting Owner shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

(b) In the event that the Meijer Parcel is not separately assessed from the Developer Parcel and separately taxed for real estate tax purposes on the date of this Agreement, Meijer shall pay a portion of the taxes (attributable to the land exclusive of assessments for improvements) for the entire tax lot of which the Meijer Parcel is a part, and Developer shall pay the balance of such taxes due for such tax lot. The Meijer Parcel's portion of the taxes shall be calculated by multiplying the total taxes for the tax year in question following the date of this Agreement for the entire tax lot by a fraction, with a numerator equal to the acreage of the Meijer Parcel and a denominator equal to the acreage of the entire tax lot; and the Developer's portion of such taxes shall be similarly calculated. Meijer and Developer shall each pay their respective portion of the taxes due prior to the date penalties would attach on account of non-payment. Meijer and Developer shall each pay that portion of the real property ad valorem taxes attributable to improvements on their respective portion of the entire tax lot.



**ARTICLE 3 - COVENANTS AND RESTRICTIONS****Section 3.01. Restrictions.**

The Shopping Center shall be subject to the following restrictions which shall be binding on each Owner of a Parcel in the Shopping Center and each of its tenants, Occupants, employees, agents or invitees:

(a) No obstruction to the free flow of traffic and use of the Roadway Areas shall be permitted, except to the extent, if any, provided in this Agreement. Neither the Owner of the Meijer Parcel or the Owner of the Developer Parcel or the Owner of the Adjacent Parcel shall voluntarily make changes to the Roadway Areas on its Parcel without the approval of the other Owners (which approval or denial shall be commercially reasonable under the circumstances). Each Owner hereby reserves the right, from time to time without obtaining the consent or approval of any other Owner, to make at its own expense any change, modification or alteration in its portion of its Parcel outside of the Roadway Areas, provided that:

(i) the accessibility of such Roadway Areas for pedestrian and vehicular traffic (as it relates to the remainder of the Shopping Center), is not unreasonably restricted or hindered;

(ii) no Regulation shall be violated as a result of such action, and such action shall not result in any other Owner of Occupant being in violation of any regulation;

(iii) at least thirty (30) days prior to making any such change, modification or alteration, the Owner desiring to do such work shall deliver to each other Owner copies of the plans therefor; and

(iv) such change, modification or alteration is not prohibited by this Agreement.

The provisions of this Section 3.01(a) shall not be deemed to preclude any modification to the Developer Shopping Center Common Areas which are not otherwise specifically precluded pursuant to the other provisions of this Agreement.

(b) No Building or other structure of any kind (except pylon or monument signs, shopping cart corrals and lighting standards, convenience facilities such as mailboxes, public telephones, benches or public transportation shelters, handicapped-parking signs, landscaping, berms or planters or limited curbing or other forms of traffic controls which an Owner may place on its Parcel to the extent permitted in subsection (a) and in areas where the same are not prohibited as depicted on the Site Plan) shall be permitted in portions of the Shopping Center except in the Building Area shown on the Site Plan. No Building or structure in the Building Area shall:

(i) exceed the "Maximum Building Area" shown on the Site Plan, nor

- (ii) with respect to any Building or structure to be located on:
- (A) the Developer Parcel exceed fifty feet (50') in height (one (1) story and no greater than twenty five feet (25') to the roof on that portion of the Developer Parcel depicted on the Site Plan as the Seller Outlot Parcel ("Seller Outlot Parcel"), and
  - (B) the Meijer Parcel, exceed forty feet (40').

The height of any Building shall be measured perpendicular from the finish grade of the Building Area to the midpoint thereof.

Notwithstanding anything to the contrary contained in this Agreement, (i) the Maximum Building Area only applies to enclosed buildings which have been constructed with four (4) walls and a roof, and (ii) so called garden centers, and other improvements which may be constructed within Building Areas pursuant to the provisions of this Agreement (other than Buildings) may also be constructed within the Building Areas.

(c) Notwithstanding anything to the contrary contained in this Agreement and in addition to the restrictions of this Section 2.03, no Buildings, structures and other vertical improvements (excluding light poles and lighting standards) shall be permitted or constructed within that portion of the Seller Outlot Parcel which are within the one hundred feet (100') wide Visibility Corridors depicted on the attached Exhibit F. However, the Owner of the Seller Outlot Parcel may, at any time and from time to time, by written notice to the Owner of the Meijer Parcel, make a minor modification in the location of the Visibility Corridors, provided that the modified location provides visibility of one hundred percent (100%) of the Wall Sign Area depicted on Exhibit E from (i) the intersection of South Adams Road and Marketplace Circle; and (ii) at the access entry into the Meijer gas station on South Adams Road as depicted on the Site Plan. Prior to the Owner of the Seller Outlot Parcel constructing a Building, structure or other vertical improvements restricted in this section (c) on the Seller Outlot Parcel, such Owner shall provide the Owner of the Meijer Parcel a site plan showing the proposed location of such building(s); provided, however, failure to provide such site plan shall not impose any liability on the Owner of the Seller Outlot Parcel. In the event that in connection with its initial construction of its Building, Meijer extends the front elevation in which the Wall Sign Area is located above the height of such elevation as depicted on Exhibit D, the Owner of the Developer Shopping Center shall pay to Meijer fifty percent (50%) of the cost of the extension of such front elevation and the Owner of the Developer Shopping Center's share of such costs shall in no event exceed Twenty Five Thousand Dollars (\$25,000).

(d) The Owner of the Meijer Parcel shall not grant any easement for the benefit of any property not within the Shopping Center; provided however, that the foregoing shall not prohibit the granting or dedicating of utility easements to governmental or quasi-governmental authorities or to public utilities.

(e) Any construction on any Parcel shall be conducted in a manner which will limit to the maximum extent practicable any interference with the operation of the balance of the Shopping Center and any temporary staging and/or storage area shall be fenced and shall not unreasonably interfere with access rights hereunder.

**Section 3.02. Use Restrictions.**

Except as otherwise provided below, the Shopping Center shall be subject to the following use restrictions which shall be binding on each Owner of the Shopping Center and each of its tenants, occupants, employees, agents or invitees:

(a) The Shopping Center shall be used only for retail sales, Business Offices (as hereinafter defined), Retail Offices, (as hereinafter defined) restaurants or other commercial purposes; provided, however, not more than fifty percent (50%) of the total Floor Area on any Parcel may be used for Business Office purposes and not more than fifty percent (50%) of the total Floor Area on the Developer Parcel and the Meijer Parcel may be used for Retail Office purposes. "Business Office" shall mean an office which does not provide services directly to consumers. "Retail Office" shall mean an office which provides services directly to consumers, including but not limited to, financial institutions, real estate agencies, stock brokerages, travel and insurance agencies; provided, however, that office space used by an Occupant within a Building for administrative purposes for the retail business conducted in its Building, and which is not open to the general public shall not be considered either a Retail Office or Business Office for the purpose of this limitation. No portion of the Shopping Center shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is illegal or unlawful; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.

(b) (i) Except as provided below, no portion of the Shopping Center shall be used or occupied for any use prohibited in the Consent Judgment.

(ii) No portion of the Shopping Center shall be used or occupied as an adult book store or a store selling or exhibiting pornographic materials as a primary use. As used herein, "an adult book store or store selling or exhibiting pornographic materials" shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated "X" by the Motion Picture Rating Association, or any successor thereto.

(c) Subject to the provisions of Section 3.02(e) below, no part of the Developer Shopping Center may be used for the operation of a (i) hypermarket or supercenter type of store having a gross building floor area exceeding one hundred thousand (100,000) square feet, (ii) membership general merchandise discount store

having a gross building floor area exceeding eighty thousand (80,000) square feet, (iii) supermarket or grocery store having a gross building floor area exceeding twenty thousand (20,000) square feet, and (iv) fuel service station with free-standing pump(s), of any size, convenience store, drug store of any kind, prescription pharmacy, or store selling liquor in package form, including without limitation, beer, wine and ale. For purposes of this Section 3.02(c), the term (A) "operation" shall include not only the Store Building but also, the parking areas, drives, entries, truck docks, or any other improvements used in connection with or to support such a store or to support a shopping center of which such a store is a part, (B) "gross building floor area" shall mean the gross interior dimensions of the main floor of the building, excluding shelving, racks, decks, mezzanines, basements and second story areas, (C) "hypermarket" or "supercenter" shall mean a retail store combining (i) a supermarket and (ii) a general merchandise, specialty or other retail store in which the sale of groceries and foodstuffs (including meat, produce, deli, bakery and the like, if offered) constitutes more than fifteen thousand (15,000) square feet of floor space (an example would be the type of store currently operated by Meijer under the Meijer trade name), and (D) "membership general merchandise discount store" shall mean a retail store which sells a broad variety of general merchandise, including softgoods and hardgoods, which advertises having low prices, and which requires customers to have a membership (usually acquired for a fee) to purchase products at the marked price without paying an extra charge. This type of store is sometimes known as a "club" store (such as Sam's Club or Price/Costco stores). Notwithstanding anything to the contrary in this Agreement, specialty stores are specifically permitted on the Developer Shopping Center. The term "specialty store" shall mean a retail store which sells primarily goods in a few specific product categories such as furniture, clothing, home improvements, appliances, electronics, and computers, whether or not such a store advertises having low prices. Examples of specialty stores would be the Lowes, Home Depot, Menard's, Best Buy, Kohl's Department Store, Media Play, Circuit City, PetSmart, CompUSA and Toys "R" Us stores.

(d) INTENTIONALLY DELETED.

(e) Notwithstanding anything to the contrary contained in this Agreement, the restrictions set forth in Section 3.02(c) above shall continue only for the shorter of (i) twenty (20) years after the date of this Agreement, or (ii) when the supercenter operated on the Meijer Parcel ceases operation for a period of two consecutive (2) years, provided that such time period shall be extended to allow completion of reconstruction or restoration in the event of a casualty if reconstruction or restoration was commenced prior to the expiration of the two (2) year period and Meijer is diligently pursuing completion. At the request of any Owner of a Parcel within the Developer Shopping Center, the Owner of the Meijer Parcel agrees from time to time to confirm the dates set forth in Section 3.02(d) above or this Section 3.02(e) and to execute in recordable form any documentation reasonably required in connection therewith and confirmation that any such rights have terminated.

(f) There shall be no promotion, entertainment, amusement or other activities within the exterior portions of the Shopping Center; provided however, that the

foregoing prohibition shall not be applicable to (i) the storage of shopping carts within "cart corrals" or within sidewalks within the Shopping Center; (ii) the use of sidewalks located in the **Sidewalk Display Area** depicted on the Site Plan with respect to the Meijer Parcel and the sidewalks immediately adjacent to the Buildings in the Developer Shopping Center and in no event more than fifteen (15) feet from such Building (collectively, the "Sidewalk Display Areas") for the display, sale and temporary storage of merchandise, for seasonal sales of merchandise, for promotional events, and for food and refreshment sales by a roving food cart vendor; (iii) temporary Shopping Center promotions, except that no promotional activities (other than sales within the Sidewalk Display Areas) will be allowed in the Roadway Areas without the prior written approval of the Owners; (iv) the installation on the exterior of a Building of ATM machines and pay phones, and (v) the use of the drive thru lane in connection with a drive thru pharmacy in the location depicted on the Site Plan as the **"Drive Thru Area."**

(g) No Owner shall use or store, or permit the use or storage of Hazardous Materials (as hereinafter defined) on, about, under or in its Parcel, or the Shopping Center, except in the ordinary course of its usual business operations conducted thereon or as inventory to be sold in the normal course of business, and any such use shall at all times be in compliance with all Environmental Laws (as hereinafter defined). Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Materials used or permitted to be used by such Owner, whether or not in the ordinary course of business. Each Owner agrees to comply with all Environmental Laws.

(h) Except on shopping carts, cart corrals (limited to identifying the Occupant utilizing the cart corral) and as otherwise permitted pursuant to this Agreement, no Owner or Occupant shall advertise in the Roadway Areas and except as specifically set forth in this Agreement, no advertisements shall be conducted or occur within the Meijer Parcel (other than within any Building then constructed on the Meijer Parcel).

(i) No portion of the Meijer Parcel located within three hundred feet (300') of the Developer Parcel shall be used for a restaurant; provided, however, the foregoing, shall not preclude a food and beverage facility of not more than two thousand (2,000) square feet of Floor Area in the Building constructed on the Meijer Parcel provided that such facility is ancillary to the primary retail business then being conducted in such Building on the Meijer Parcel and further provided that such facility shall not have a separate entrance.

**ARTICLE 4 - LIABILITY AND INDEMNIFICATION**

**Section 4.01. Liability: Indemnification.**

Each Owner ("Indemnitor") covenants and agrees to indemnify, defend, protect, and hold harmless the other Owners ("Indemnitee") from and against all claims, costs,

expenses and liability (including reasonable attorney's fees and cost of suit incurred in connection with all claims) including any action or proceedings brought thereon, arising from or as a result of the injury to or death of any person, or damage to the property of any person, which shall occur on the Parcel owned by each Indemnitor and the Owner of the Adjacent Parcel, as applicable, except for claims caused by the negligence or willful or affirmative act or omission of such Indemnitee, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, Meijer shall not be responsible under this Section 4.01 with respect to any such claims, costs, expenses or liability or arising out of or relating to the initial construction to the Roadway Areas.

**Section 4.02. Liability Insurance.**

Each Owner of a Parcel shall maintain or cause to be maintained with respect to its Parcel commercial general liability insurance insuring against losses on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the condition, use or occupancy of, its Parcel and all portions thereof by the Owner and the tenants, agents, contractors, employees, licensees, customers, and invitees of such Owner or the Occupants of the Parcel of such Owner, except as herein provided. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in the State in which the Shopping Center is located and having limits for loss of life or bodily injury in the amounts of not less than Three Million Dollars (\$3,000,000) for each person, Three Million Dollars (\$3,000,000) for each occurrence and Three Million Dollars (\$3,000,000) for property damage for each occurrence. Each Owner of a Parcel shall maintain or cause to be maintained contractual liability insurance naming the other Owners as an additional insured specifically endorsed to cover said Owner's agreement to indemnify as set out in Section 4.01. All insurance under this Section 4.02 and under Section 5.02 shall include the following provisions:

- (i) that the policy may not be cancelled or materially reduced in amount or coverage without at least thirty (30) days prior written notice by the insurer to each insured and any additional insureds;
- (ii) shall name the other Owners of a Parcel as additional insureds;
- (iii) shall provide for severability of interests;
- (iv) that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other additional insureds of the insured, respectively; and
- (v) shall be "occurrence" basis, not "claims made" basis.

Notwithstanding the foregoing, (y) any Owner or party responsible to maintain such insurance may "self-insure", or provide for a deductible from said coverage related to the Owner's Parcel, to the extent of one percent (1%) of the net worth of said Owner or party in its last annual or fiscal year as certified by an independent certified public

accountant and computed in accordance with generally accepted accounting principles consistently applied, and (z) any Owner or Occupant (including Meijer) providing the insurance which maintains a net worth of at least One Hundred Fifty Million Dollars (\$150,000,000) in Constant Dollars may satisfy all of the requirements placed upon an Owner under this Section 4.02 through self-insurance. Such insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations. Each Owner shall, upon written request from any other Owner, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section or evidence of a self-insurance capacity as hereinabove provided, as the case may be. All such insurance shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, employees, agents and tenants and Occupants for any damage or consequential loss covered by said policies, against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss shall have been caused by any negligent acts or omissions of the other Owner or its directors, officers, employees, tenants or Occupants.

#### **Section 4.03. Liens.**

In the event any mechanic's lien is filed against the Parcel or Adjacent Parcel, as applicable, of an Owner as a result of services performed or materials furnished for the use of another Owner, the Owner permitting or causing such lien to be so filed agrees to cause such lien to be discharged prior to entry of final judgment (after all appeals) for the foreclosure of such lien and further agrees to indemnify, defend, and hold harmless the other Owner and its Parcel and Adjacent Parcel, if applicable, against liability, loss, damage, costs or expenses (including reasonable attorneys' fees and costs of suit) on account of such claim of lien. Upon request of the Owner whose Parcel or Adjacent Parcel, as applicable, is subject to such lien, the Owner permitting or causing such lien to be filed agrees to promptly (but in any event within thirty (30) days after written request from the other Owner(s)) cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Nothing herein shall prevent an Owner permitting or causing such lien from contesting the validity thereof in any manner such Owner chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), Owner shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien.

**ARTICLE 5 - CASUALTY AND EMINENT DOMAIN****Section 5.01. Casualty.**

(a) If any of the Building(s) or other improvements located within a Building Area located on any Parcel is damaged or destroyed by fire, condemnation or other cause, the Owner of such Building(s) shall promptly cause either: (i) the repair, restoration, or rebuilding of the Building and other areas located within a Building Area so damaged or destroyed, or (ii) the razing of any damaged Building and other areas located within a Building Area, the filling of any excavation, and performance of any other work necessary to put such portion of the Shopping Center in a clean, slightly and safe condition and pave or landscape such area(s) so that such area(s) shall be visually harmonious with the remainder of the Shopping Center and in a good condition and repair. Such Owner shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one of such alternatives within a reasonable period of time following the casualty. Such Owner shall give notice to each other Owner within one hundred twenty (120) days from the date of such casualty of which alternative it elects.

(b) In the event any Common Area improvements or other improvements located outside of the Building Area are damaged or destroyed, the Owner of the Parcel to which such damage has occurred shall promptly cause the repair, restoration or rebuilding of the Common Area improvements or other improvements located outside of the Building Area to the extent necessary to restore the area to its previously improved condition and restore such other areas to the extent necessary to avoid interference with the remaining Roadway Areas of the Shopping Center and to adhere to any required parking ratios required by law and as set forth herein; provided, however, notwithstanding anything to the contrary contain in this Agreement, with respect to the Developer Shopping Center, only the Roadway Areas on the Developer Parcel shall be required to be restored pursuant to this Section.

**Section 5.02. Casualty Insurance.**

In order to assure performance of their respective obligations under Section 5.01, the Owners of the respective Parcels shall cause to be carried fire and extended coverage insurance on all Buildings and improvements on their respective Parcels in the amount of eighty percent (80%) of the replacement cost of such improvements, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of such policies, except if the Owner of said Parcel, or party responsible for any required restorations, is permitted to "self-insure" pursuant to Section 4.02. Any such insurance shall otherwise conform to the provisions with respect to insurance contained in Section 4.02. All such insurance shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, employees, agents and tenants and Occupants for any damage or consequential loss covered by said policies, against which such Owner is protected by insurance, to the extent of the



proceeds payable under such policies, whether or not such damage or loss shall have been caused by any negligent acts or omissions of the other Owner or its directors, officers, employees, tenants or Occupants.

**Section 5.03. Eminent Domain.**

In the event the whole or any part of the Shopping Center shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the property so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Parcel which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Parcel taken. In the event of a partial Taking, the Owner of the portion of the Shopping Center so taken shall restore the improvements located outside of the Building Area as nearly as possible to the condition existing prior to the Taking without contribution from any other Owner and any portion of any condemnation award necessary therefor shall be held in trust and applied for such purpose; provided, however, notwithstanding anything to the contrary contained in this Agreement, with respect to the Developer Shopping Center, only the Roadway Areas on the Developer Parcel shall be required to be restored pursuant to this Section.

**ARTICLE 6 - REMEDIES**

**Section 6.01. Self Help; Disputes.**

If any Owner shall default in the performance of an obligation of such Owner (such Owner being herein called a "Defaulting Owner"), any other Owner (the "Nondefaulting Owner"), in addition to all other remedies it may have at law or in equity, after twenty (20) days' prior written notice to the Defaulting Owner and any first Mortgagee or SL Lessor (as herein defined) (provided that such first Mortgagee or SL Lessor has given written notice to all Owners of its right to be notified and the address for notification) (or in the event of an emergency, after such notice as is practical under the circumstances), shall have the right of "self help" to perform such obligation on behalf of the Defaulting Owner. In such event, the Defaulting Owner shall promptly (but in any event within sixty (60) days after demand and receipt of proof of payment of such costs) reimburse the Nondefaulting Owner the actual, necessary and reasonable cost thereof, together with interest thereon from the date such payment was due at a rate equal to one percent (1%) in excess of the prime lending or base or reference rate charged by Wachovia, N.A. for commercial loans to its most preferred commercial customers (the "Interest Rate").

**Section 6.02. Injunctive and Other Remedies.**

In the event of a breach by any Owner of any obligation of this Agreement, any of the other Owners shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach, the Owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach; and/or to relief by other available legal and equitable remedies from the consequences of such breach.

**Section 6.03. Nonwaiver.**

No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (a) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (b) all remedies at law or in equity shall be available.

**Section 6.04. Non-terminable Agreement.**

No breach of the provisions of this Agreement shall entitle any Owner or party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Shopping Center, and any improvements thereon.

**Section 6.05. Force Majeure.**

In the event any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions which are unusual for the general geographic area in which the Shopping Center is located and which prevent the performance of work as certified to by an architect, war or other reason beyond such party's reasonable control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the reasonable control of such party.

## **ARTICLE 7 - TERM**

This Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law and if not permitted by law, for a period of eighty (80) years. Upon termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement, except as it relates to the easements mentioned in Article I above, shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

## **ARTICLE 8 - EFFECT OF INSTRUMENT**

### **Section 8.01. Mortgage Subordination.**

Any mortgage affecting any portion of the Shopping Center shall at all times be subject and subordinate to the terms of this Agreement, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement, subject to Section 6.01 hereof. Each party hereto represents and warrants to the other parties that there is no presently existing mortgage lien on its Parcel, other than mortgage liens that are expressly subordinate to the lien of this Agreement.

### **Section 8.02. Binding Effect.**

Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by any party to this Agreement is made by such party not only personally for the benefit of the other parties hereto but also as Owner of a portion of the Shopping Center and shall run with the land and constitute an equitable servitude on the portion of the Shopping Center owned by such party appurtenant to and for the benefit of the other Parcels comprising the Shopping Center. Any transferee of any part of the Shopping Center shall automatically be deemed, by acceptance of the title to any portion of the Shopping Center, to have assumed all obligations of this Agreement relating thereto and to have agreed with the then Owner or Owners of all other portions of the Shopping Center to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. The written notice of transfer shall include at least the name and address of the transferee and a copy of the legal description of the portion of the Shopping Center transferred.

### **Section 8.03. Non-Dedication.**

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any

person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement. Each Owner further reserves the right to close off its portion of the Roadway Areas and Developer Shopping Center Common Areas located on its Parcel for such reasonable period of time as may be legally necessary, in the opinion of such party's counsel, to prevent the acquisition of prescriptive rights by anyone; provided however, that prior to closing off any portion of the Roadway Areas or Developer Shopping Center Common Areas, as herein provided, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such closing with each other Owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur; provided, however, with respect to the Developer Shopping Center Common Areas, such Owner shall only be required to notify and coordinate with the Owners of the Developer Shopping Center.

#### **ARTICLE 9 - NOTICES**

All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally or (b) on the day said communication is deposited in the U. S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the day notice is sent by facsimile, with receipt mechanically confirmed, or (d) on the day said communication is deposited with a nationally recognized overnight courier service, addressed and/or sent by facsimile, as the case may be. The initial addresses of the Owners and Meijer shall be:

If to Developer:	THE MARKETPLACE OF ROCHESTER HILLS PARCEL E LLC 28470 Thirteen Mile Road Suite 220 Farmington Hills, Michigan 48334 Attention: Gary Sakwa
with a copy to:	Honigman Miller Schwartz and Cohn LLP 2290 First National Building 660 Woodward Avenue Detroit, Michigan 48226 Attention: Howard N. Luckoff
If to Pond Owner:	THE MARKETPLACE OF ROCHESTER HILLS PARCEL D LLC 28470 Thirteen Mile Road Suite 220 Farmington Hills, Michigan 48334 Attention: Gary Sakwa

with a copy to: Honigman Miller Schwartz and Cohn LLP  
2290 First National Building  
660 Woodward Avenue  
Detroit, Michigan 48226  
Attention: Howard N. Luckoff

If to Adjacent Owner: THE MARKETPLACE OF ROCHESTER HILLS  
PARCEL H LLC  
28470 Thirteen Mile Road  
Suite 220  
Farmington Hills, Michigan 48334  
Attention: Gary Sakwa

with a copy to: Honigman Miller Schwartz and Cohn LLP  
2290 First National Building  
660 Woodward Avenue  
Detroit, Michigan 48226  
Attention: Howard N. Luckoff

If to Meijer: MEIJER, INC.  
2929 Walker Avenue NW  
Grand Rapids, Michigan 49544  
Attention: Real Estate Department

Upon at least ten (10) days prior written notice, each Person shall have the right to change its address to any other address within the United States of America.

**ARTICLE 10 - MISCELLANEOUS**

**Section 10.01. Miscellaneous.**

(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the state of Michigan.

(c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(e) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) Except as otherwise specifically set forth in this Agreement, this Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all Owners, or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, the consent of the Owner of the Pond Parcel shall not be required for any amendment, modification or termination of this Agreement, other than Sections 1.01(b) and 1.02(b) respectively.

(g) This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings among the parties hereto concerning the Shopping Center except as may be contained in their respective purchase agreements, leases, site preparation agreements and related documents, and except for those there are no covenants, promises, agreements, conditions or understandings, either oral or written, among them other than those that are herein set forth or set forth in such respective purchase agreements, leases, site preparation agreements and related documents.

(h) Any Owner may, at any time and from time to time, in connection with the sale or transfer of the Owner's Parcel or Adjacent Parcel, as applicable, or in connection with the financing or refinancing of the Owner's Parcel or Adjacent Parcel, as applicable, by mortgage or sale-leaseback made in good faith and for value, deliver written notice to the other Owners requesting such Owners to certify in writing that to the best of the knowledge of the certifying Owner, (i) this Agreement is in full force and effect and a binding obligation of the Owners, (ii) this Agreement has not been amended or modified, either orally or in writing, and if so amended, identifying the amendments, and (iii) the requesting Owner is not in default in the performance of its obligations under this Agreement, or, if in default, to describe therein the nature and amount of any and all defaults. Each Owner receiving such request shall execute and return such certificate within fifteen (15) days following the receipt thereof. Failure by an Owner to execute and return such certificate within the specified period shall be deemed an admission on such Owner's part that the Owner requesting the certificate is current and not in default in the performance of such Owner's obligations under this Agreement.

(i) Time is of the essence under this Agreement.

(j) INTENTIONALLY DELETED

(k) INTENTIONALLY DELETED

(l) INTENTIONALLY DELETED

(m) No walls, fences, or barriers of the sort that could reasonably prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, pedestrian and vehicular traffic, between the various Parcels and the Adjacent Parcel, as applicable, shall be constructed, maintained or altered in any portion of the Parcels or the Adjacent Parcel, as applicable, without the prior written consent of the other Owner.

(n) The Owners hereby grant, for the benefit of the Owners of the Parcels and the Adjacent Parcel, as applicable, to each other and to the present and future owners of the Shopping Center and Adjacent Parcel, as applicable, their respective successors, assigns, mortgagees, lessees and sublessees, nonexclusive perpetual easements for ingress and egress on, over, under through and across such portions of the Shopping Center and Adjacent Parcel, as applicable, as necessary to perform their respective obligations and to obtain the benefits of all of the rights set forth in this Agreement.

(o) For purposes of this Agreement, the following terms shall have the following meanings:

(i) "Communications Equipment" shall mean such things as satellite and microwave dishes, antennas and laser heads, together with associated equipment and cable.

(ii) "Constant Dollars" means the present value of the dollars to which such phrase refers. An adjustment shall occur on January 1 of the sixth calendar year following the date of this Agreement, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month during which this Declaration is dated; the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All items published by the Bureau of Labor Statistics of United States Department of Labor (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Developer shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

(iii) "Environmental Law(s)" shall mean all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

(iv) "Floor Area" with respect to the Building and any other building or structure within the Shopping Center, the actual number of square feet of floor space of all floors, measured from the exterior surface of all exterior walls, measured to the center lines of all common walls and interior demising partitions, including stairs, interior elevators, escalators, air conditioning and other interior equipment rooms; but excluding (a) exterior loading docks and platforms, transformer vaults, utility or mechanical penthouses or utility enclosures; (b) any mezzanine space (unless open to the general public and used for the conduct of a tenant's business); and (c) basement space (unless open to the general public and used for the conduct of a tenant's business).

(v) "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law.

(vi) "Occupant" shall mean any Person (as hereinafter defined) from time to time entitled to the use and occupancy of any portion of a Building in the Shopping Center under an ownership right or any lease, sublease, license, concession, or other similar agreement.

(vii) "Owner" shall mean any Person who or which is the record owner of fee simple title to any portion of a Parcel or Adjacent Parcel, their respective successors and assigns who become owners of any portion of such Parcel or Adjacent Parcel. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Shopping Center owned by it which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time the transferring Owner shall be released from the obligations of this Agreement arising subsequent to the effective date on the transfer notice. An Owner transferring all or any portion of its interest in the Shopping Center shall give notice to all other Owners of such transfer and shall include therein the name and address of the new Owner, and a copy of the legal description of the portion of the Shopping Center transferred. If a portion of a Parcel is owned by more than one Person, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in such portion of a Parcel shall designate one of their number to represent all owners of such portion of a Parcel and such designated Person shall be deemed the Owner for such portion of a Parcel. Until the notice of transfer is given, the transferring Owner shall (for the purpose of this Agreement only) be the transferee's agent. Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is placed upon the transferred portion of the Shopping Center prior to receipt of the notice.

(viii) "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.



(p) Notwithstanding anything to the contrary contained in this Agreement, an Owner may, during the period of time such lease is in effect, provide in a lease certain rights to an Occupant of its Parcel or Adjacent Parcel, as applicable, accruing to an Owner pursuant to this Agreement (including, without limitation, the rights to enforce the terms and conditions of this Agreement and rights of indemnification afforded to an Owner pursuant to this Agreement); provided, however, the Owner shall not be bound by such right(s) unless it has received written notice of such right(s) and such right(s) shall only be in effect for so long as the relevant lease is in full force and effect.

(q) To the extent any of the rights provided in this Agreement are prohibited pursuant to the terms of the Consent Judgment, or prohibited or not permitted pursuant to applicable laws, rules, regulations and/or ordinance, neither Meijer, any Owner, Occupant or Person shall be permitted to undertake any such rights.

(r) Notwithstanding anything to the contrary contained in this Agreement, the Owners of the Developer Shopping Center may, without the consent, approval or prior notification of or to the Owner of the Meijer Parcel, or any other person or entity having an interest in the Meijer Parcel or the Shopping Center or Adjacent Parcel, amend this Agreement or enter into other agreements relating to the Developer Shopping Center and/or the Developer Parcel Common Areas (other than the Roadway Areas located within the Developer Parcel); provided, however, the foregoing shall not affect the specific rights provided to the Owners in this Agreement.

(s) Notwithstanding anything to the contrary contained in this Agreement, the Owner of the Developer Parcel may, without the consent, approval or prior notification of or to any other Owner, or any other person or entity having an interest in the Meijer Parcel or the Shopping Center, create one or more separate parcels within the Developer Parcel and upon obtaining a separate tax parcel identification number for such parcel(s), such parcel(s) shall automatically be deemed a Parcel and the owner of such parcel shall be deemed an Owner of such Parcel and Developer may, without the consent, approval or prior notification of or to any other Owner, or any other person or entity having an interest in the Meijer Parcel or the Shopping Center, amend this Agreement to reflect the foregoing and to adjust the relevant provisions of this Agreement as a result of the creation of such new Parcel. At the request of Developer or an Owner of any Parcel created within the Developer Parcel pursuant to this Section 10.01(s), all Owners shall make modifications to this Agreement or amend and restate this Agreement to address the creation of such Parcel.

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SIGNATURE PAGE TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT BETWEEN THE MARKETPLACE OF ROCHESTER HILLS PARCEL D LLC, THE MARKETPLACE OF ROCHESTER HILLS PARCEL E LLC, THE MARKETPLACE OF ROCHESTER HILLS PARCEL H LLC, AND GOOD WILL CO., INC.

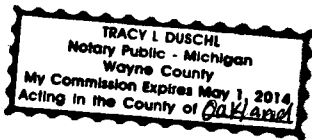
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE MARKETPLACE OF ROCHESTER HILLS PARCEL D LLC, a Michigan limited liability company

By: \_\_\_\_\_  
Gary Sakwa  
Its: Authorized Representative

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND )

This instrument was acknowledged before me on this 4th day of Feb, 2009, by Gary Sakwa, an Authorized Representative of THE MARKETPLACE OF ROCHESTER HILLS PARCEL D LLC, a Michigan limited liability company, on behalf of the limited liability company.



Tracy L. Duschi  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

SIGNATURE PAGE TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT BETWEEN THE MARKETPLACE OF ROCHESTER HILLS PARCEL D LLC, THE MARKETPLACE OF ROCHESTER HILLS PARCEL E LLC, THE MARKETPLACE OF ROCHESTER HILLS PARCEL H LLC, AND GOOD WILL CO.,INC.

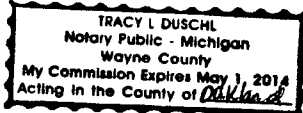
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE MARKETPLACE OF ROCHESTER HILLS PARCEL E LLC, a Michigan limited liability company

By: \_\_\_\_\_  
Gary Sakwa  
Its: Authorized Representative

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND )

This instrument was acknowledged before me on this 4th day of February, 2009, by Gary Sakwa, an Authorized Representative of THE MARKETPLACE OF ROCHESTER HILLS PARCEL E LLC, a Michigan limited liability company, on behalf of the limited liability company.



Tracy L. Duschl  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

SIGNATURE PAGE TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT BETWEEN THE MARKETPLACE OF ROCHESTER HILLS PARCEL D LLC, THE MARKETPLACE OF ROCHESTER HILLS PARCEL E LLC, THE MARKETPLACE OF ROCHESTER HILLS PARCEL H LLC, AND GOOD WILL CO., INC.

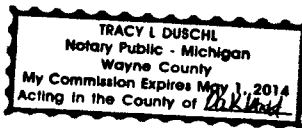
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE MARKETPLACE OF ROCHESTER HILLS PARCEL H LLC, a Michigan limited liability company

By: \_\_\_\_\_  
Gary Sakwa  
Its: Authorized Representative

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND )

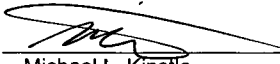
This instrument was acknowledged before me on this 4th day of February, 2009, by Gary Sakwa, an Authorized Representative of THE MARKETPLACE OF ROCHESTER HILLS PARCEL H LLC, a Michigan limited liability company, on behalf of the limited liability company.



Tracy L Duschl  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

SIGNATURE PAGE TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT BETWEEN THE MARKETPLACE OF ROCHESTER HILLS PARCEL D LLC, THE MARKETPLACE OF ROCHESTER HILLS PARCEL E LLC, THE MARKETPLACE OF ROCHESTER HILLS PARCEL H LLC, AND GOOD WILL CO., INC.

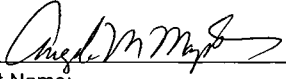
GOOD WILL CO., INC., a Michigan corporation

By:   
Michael L. Kinstle

Its: Vice President-Real Estate

STATE OF MICHIGAN     )  
                                  ) ss.     Legal   
COUNTY OF KENT         )     Bus 

This instrument was acknowledged before me on this 3<sup>rd</sup> day of February, 2009, by Michael L. Kinstle, the Vice President-Real Estate of GOOD WILL CO., INC., a Michigan corporation, on behalf of the corporation.

  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

ANGELA M. MAZUREK  
Notary Public, Ottawa Co., MI  
Acting In Kent Co., MI  
My Commission Expires March 2, 2015

This Instrument Drafted by and  
~~when Recorded Return to:~~  
Howard N. Luckoff  
Honigman Miller Schwartz and Cohn LLP  
38500 Woodward Avenue, Suite 100  
Bloomfield Hills, Michigan 48304

Return To:  
Lawyers Title Insurance Corporation  
National Division  
1050 Wilshire Drive, Suite 310  
Troy, MI 48084  
Case # N-103949-505

## MEIJER PARCELS

**EXHIBIT A-1  
MEIJER STORE  
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN PART OF THE WEST 1/2 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 85°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER) OF SAID SECTION 30 AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 821.80 FEET TO THE POINT OF BEGINNING; THENCE N. 07°21'28" W. 237.49 FEET; THENCE N. 19°54'22" E. 21.42 FEET; THENCE N. 07°21'28" W. 427.32 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY (VARIABLE WIDTH); THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID RIGHT-OF-WAY: 1) N. 82°38'32" E. 699.87 FEET AND 2) N. 83°38'00" E. 87.58 FEET; THENCE S. 07°21'28" E. 209.78 FEET; THENCE 57.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 132.00 FEET, CENTRAL ANGLE 24°58'42" AND A CHORD THAT BEARS S. 19°50'49" E. 57.09 FEET; THENCE S. 32°20'10" E. 46.59 FEET; THENCE S. 25°40'51" E. 86.28 FEET; THENCE S. 32°20'10" E. 26.21 FEET; THENCE 35.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 50.00 FEET, CENTRAL ANGLE 40°34'07" AND A CHORD THAT BEARS S. 12°03'07" E. 34.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (60 FEET WIDE); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY 384.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 348.00 FEET, CENTRAL ANGLE 63°16'28" AND A CHORD THAT BEARS S. 19°44'16" W. 365.08 FEET; THENCE 41.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 45.22 FEET, CENTRAL ANGLE 52°40'23" AND A CHORD THAT BEARS N. 71°01'17" W. 40.12 FEET; THENCE S. 82°38'32" W. 52.62 FEET; THENCE N. 89°21'01" W. 43.13 FEET; THENCE S. 82°38'29" W. 572.73 FEET; THENCE N. 07°21'28" W. 66.85 FEET TO THE POINT OF BEGINNING CONTAINING 13.55 ACRES MORE OR LESS.

pt 15-30-176-002

pt 15-30-301-010

pt 15-30-301-011

pt 15-30-176-008

pt 15-30-326-013

**MEIJER SERVICE STATION SITE  
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED); THENCE S. 85°49'02" W. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 TO A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER OF SAID SECTION 30); THENCE PROCEEDING ALONG THE WEST PROPERTY

**EXHIBIT A-1  
CONTINUED**

CONTROLLING LINE (AS MONUMENTED), FORMERLY DESCRIBED AS THE WEST LINE OF SECTION 30, ALSO BEING THE CENTERLINE OF OLD ADAMS ROAD (VARIABLE WIDTH) S.  $01^{\circ}30'03''$  E. 380.18 FEET MEASURED (DUE SOUTH 380.00 FEET RECORD); THENCE N.  $85^{\circ}38'52''$  E. MEASURED (N.  $87^{\circ}46'00''$  E. RECORD) 945.60 FEET ALONG THE CENTERLINE OF A 60-FOOT WIDE INGRESS AND EGRESS EASEMENT FOR A PRIVATE ROAD KNOWN AS INDUSTRIAL DRIVE; THENCE S.  $02^{\circ}02'36''$  E. 15.01 FEET TO THE POINT OF BEGINNING; THENCE N.  $85^{\circ}38'52''$  E. 128.81 FEET; THENCE 194.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 970.00 FEET, CENTRAL ANGLE  $11^{\circ}28'55''$  AND A CHORD THAT BEARS S.  $88^{\circ}36'41''$  E. 194.06 FEET; THENCE S.  $08^{\circ}30'03''$  W. 351.40 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ADAMS ROAD (VARIABLE WIDTH) THE FOLLOWING TWO (2) COURSES: 1) N.  $81^{\circ}29'57''$  W. 225.57 FEET AND 2) 36.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 880.00 FEET, CENTRAL ANGLE  $02^{\circ}23'57''$  AND A CHORD THAT BEARS N.  $82^{\circ}41'55''$  W. 36.85 FEET; THENCE N.  $02^{\circ}02'36''$  W. 304.63 FEET TO THE POINT OF BEGINNING CONTAINING 2.23 ACRES MORE OR LESS

pt 15-30-302-027

pt 15-30-326-013

## EXHIBIT A-2

**PARCEL 4**  
**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID POINT BEING LOCATED N. 85°49'02" E. MEASURED (N. 85°47'28" E. RECORDED) 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY THE WEST 1/4 CORNER OF SECTION 30) AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 51.69 FEET MEASURED (N. 85°47'28" E. 53.79 FEET RECORDED) TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OLD ADAMS ROAD (VARIABLE WIDTH) 85.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1382.39 FEET, CENTRAL ANGLE 03°33'30" AND A CHORD THAT BEARS N. 04°23'53" E. 85.84 FEET; THENCE N. 16°05'49" E. 384.27 FEET; THENCE N. 51°37'46" E. 397.19 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY (VARIABLE WIDTH) N. 82°38'32" E. 267.89 FEET; THENCE S. 07°21'28" E. 427.32 FEET; THENCE S. 19°54'22" W. 21.42 FEET; THENCE S. 07°21'28" E. 237.49 FEET; THENCE ALONG SAID EAST AND WEST 1/4 LINE S. 85°49'02" W. 770.11 FEET TO THE POINT OF BEGINNING CONTAINING 9.42 ACRES MORE OR LESS.

*pt 15-30-176-002 pt 15-30-176-008*

**PARCEL 5**  
**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 89°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER OF SECTION 30) AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 51.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF OLD ADAMS ROAD (VARIABLE WIDTH) AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 770.11 FEET; THENCE S. 07°21'28" E. 66.85 FEET; THENCE N. 82°38'29" E. 572.73 FEET; THENCE S. 89°21'01" E. 43.13 FEET; THENCE N. 82°38'32" E. 52.62 FEET; THENCE 41.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 45.22 FEET, CENTRAL ANGLE 52°40'23" AND A CHORD THAT BEARS S. 71°01'17" E. 40.12



EXHIBIT A-2  
CONTINUED

FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: 1) S. 11°53'53" E. 81.82 FEET, 2) 161.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 470.00 FEET, CENTRAL ANGLE 19°41'51" AND A CHORD THAT BEARS S. 02°03'02" E. 160.79 FEET, 3) S. 07°47'53" W. 121.81 FEET, 4) 143.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 470.00 FEET, CENTRAL ANGLE 17°27'07" AND A CHORD THAT BEARS S. 16°31'26" W. 142.60 FEET, 5) 154.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, RADIUS 530.00 FEET, CENTRAL ANGLE 16°44'55" AND A CHORD THAT BEARS S. 16°52'31" W. 154.38 FEET, AND 6) S. 08°30'03" W. 113.08 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ADAMS ROAD (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE N. 81°29'57" W. 213.85 FEET; THENCE N. 08°30'03" E. 351.40 FEET; THENCE 194.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 970.00 FEET, CENTRAL ANGLE 11°28'55" AND A CHORD THAT BEARS N. 88°36'41" W. 194.06 FEET; THENCE S. 85°38'52" W. 128.81 FEET; THENCE N. 02°02'36" W. 15.01 FEET; THENCE ALONG THE CENTERLINE OF INDUSTRIAL DRIVE (PRIVATE) S. 85°38'52" W. 945.60 FEET TO THE WEST PROPERTY CONTROLLING LINE OF SAID SECTION 30, ALSO BEING THE CENTERLINE OF SAID OLD ADAMS ROAD; THENCE N. 01°30'03" W. 80.04 FEET; THENCE N. 85°38'52" E. 33.04 FEET; THENCE N. 01°30'03" W. 54.78 FEET; THENCE N. 85°38'52" E. 17.02 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OLD ADAMS ROAD THE FOLLOWING TWO (2) COURSES: 1) N. 01°30'03" W. 146.14 FEET AND 2) 99.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1382.39 FEET, CENTRAL ANGLE 04°07'00" AND A CHORD THAT BEARS N. 00°33'17" E. 99.30 FEET TO THE POINT OF BEGINNING CONTAINING 14.62 ACRES MORE OR LESS.

pt 15-30-301-011  
pt 15-30-301-010  
pt 15-30-326-013  
15-30-326-004  
15-30-301-005  
pt 15-30-302-027

POND PARCEL

## EXHIBIT A-3

## WETLAND AND DETENTION DEDICATION

A WETLAND AND DETENTION AREA LOCATED IN SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 30 AND PROCEEDING ALONG THE EAST AND WEST 1/4 LINE OF SECTION 30 S. 85°45'03" W. 2118.87 FEET TO THE POINT OF BEGINNING; THENCE S. 45°07'15" W. 106.60 FEET; THENCE S. 74°13'26" W. 82.19 FEET; THENCE S. 60°29'21" W. 45.74 FEET; THENCE S. 47°14'00" W. 36.72 FEET; THENCE S. 57°36'21" W. 139.01 FEET; THENCE N. 89°18'24" W. 34.19 FEET; THENCE S. 05°31'42" E. 27.94 FEET; THENCE S. 74°13'06" W. 82.87 FEET; THENCE N. 84°12'21" W. 138.65 FEET; THENCE N. 86°46'10" W. 198.09 FEET; THENCE N. 74°54'34" W. 192.37 FEET; THENCE N. 40°59'24" W. 105.72 FEET; THENCE N. 16°07'35" W. 141.82 FEET; THENCE N. 23°55'50" E. 81.96 FEET; THENCE N. 61°35'55" E. 212.44 FEET; THENCE N. 74°31'09" E. 180.45 FEET; THENCE N. 31°17'34" E. 60.89 FEET; THENCE N. 71°01'50" E. 120.47 FEET; THENCE 228.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 238.00 FEET, CENTRAL ANGLE 54°56'55", AND A CHORD THAT BEARS S. 81°29'43" E. 219.60 FEET; THENCE S. 54°01'15" E. 214.73 FEET; THENCE 235.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 480.00 FEET, CENTRAL ANGLE 28°05'29", AND A CHORD THAT BEARS S. 39°58'30" E. 232.99 FEET TO THE POINT OF BEGINNING.

pt 15-30-176-003

pt 15-30-326-015

## ADJACENT PARCEL

**EXHIBIT A-4**  
**PARCEL 1**  
**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 85°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER) OF SAID SECTION 30 AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 1,526.63 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (60 FEET WIDE); THENCE 390.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 348.00 FEET, CENTRAL ANGLE 64°21'08", AND A CHORD THAT BEARS N. 28°46'57" E. 370.63 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING N. 32°20'10" W. 70.55 FEET; THENCE N. 61°08'26" E. 153.70 FEET; THENCE N. 28°51'34" W. 33.00 FEET; THENCE N. 61°08'26" E. 15.12 FEET; THENCE N. 03°44'33" W. 261.60 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY (VARIABLE WIDTH) THE FOLLOWING TWO (2) COURSES: 1) N. 83°38'00" E. 174.41 FEET AND 2) N. 86°15'27" E. 391.08 FEET; THENCE S. 03°44'33" E. 261.19 FEET; THENCE S. 08°46'50" W. 63.15 FEET; THENCE S. 22°33'34" W. 4.59 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) 216.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 298.00 FEET, CENTRAL ANGLE 41°31'47", AND A CHORD THAT BEARS N. 88°12'18" W. 211.30 FEET, 2) S. 71°01'50" W. 401.11 FEET, AND 3) 61.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 348.00 FEET, CENTRAL ANGLE 10°04'19", AND A CHORD THAT BEARS S. 65°59'40" W. 61.10 FEET TO THE POINT OF BEGINNING CONTAINING 4.54 ACRES MORE OR LESS.

pt 15-30-176-002

EXHIBIT A-5

MEIJER PARCEL

STORE PARCEL

A PARCEL OF LAND LOCATED IN PART OF THE WEST 1/2 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 85°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER) OF SAID SECTION 30 AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 821.80 FEET TO THE POINT OF BEGINNING; THENCE N. 07°21'28" W. 237.49 FEET; THENCE N. 19°54'22" E. 21.42 FEET; THENCE N. 07°21'28" W. 427.32 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY (VARIABLE WIDTH); THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID RIGHT-OF-WAY: 1) N. 82°38'32" E. 699.87 FEET AND 2) N. 83°38'00" E. 87.58 FEET; THENCE S. 07°21'28" E. 209.78 FEET; THENCE 57.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 132.00 FEET, CENTRAL ANGLE 24°58'42" AND A CHORD THAT BEARS S. 19°50'49" E. 57.09 FEET; THENCE S. 32°20'10" E. 46.59 FEET; THENCE S. 25°40'51" E. 86.28 FEET; THENCE S. 32°20'10" E. 26.21 FEET; THENCE 35.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 50.00 FEET, CENTRAL ANGLE 40°34'07" AND A CHORD THAT BEARS S. 12°03'07" E. 34.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (60 FEET WIDE); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY 384.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 348.00 FEET, CENTRAL ANGLE 63°16'28" AND A CHORD THAT BEARS S. 19°44'16" W. 365.08 FEET; THENCE 41.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 45.22 FEET, CENTRAL ANGLE 52°40'23" AND A CHORD THAT BEARS N. 71°01'17" W. 40.12 FEET; THENCE S. 82°38'32" W. 52.62 FEET; THENCE N. 89°21'01" W. 43.13 FEET; THENCE S. 82°38'29" W. 572.73 FEET; THENCE N. 07°21'28" W. 66.85 FEET TO THE POINT OF BEGINNING CONTAINING 13.55 ACRES MORE OR LESS.

70-15-30-176-002 pt  
pt 15-30-176-004  
pt 15-30-301-014  
70-15-30-301-011 pt  
70-15-30-301-010 pt

MEIJER SERVICE STATION PARCEL

15-30-176-008 pt  
15-30-326-013 pt

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED); THENCE S. 85°49'02" W. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 TO A

**EXHIBIT A-5  
CONTINUED**

PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER OF SAID SECTION 30); THENCE PROCEEDING ALONG THE WEST PROPERTY CONTROLLING LINE (AS MONUMENTED), FORMERLY DESCRIBED AS THE WEST LINE OF SECTION 30, ALSO BEING THE CENTERLINE OF OLD ADAMS ROAD (VARIABLE WIDTH) S. 01°30'03" E. 380.18 FEET MEASURED (DUE SOUTH 380.00 FEET RECORD); THENCE N. 85°38'52" E. MEASURED (N. 87°46'00" E. RECORD) 945.60 FEET ALONG THE CENTERLINE OF A 60-FOOT WIDE INGRESS AND EGRESS EASEMENT FOR A PRIVATE ROAD KNOWN AS INDUSTRIAL DRIVE; THENCE S. 02°02'36" E. 15.01 FEET TO THE POINT OF BEGINNING; THENCE N. 85°38'52" E. 128.81 FEET; THENCE 194.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 970.00 FEET, CENTRAL ANGLE 11°28'55" AND A CHORD THAT BEARS S. 88°36'41" E. 194.06 FEET; THENCE S. 08°30'03" W. 351.40 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ADAMS ROAD (VARIABLE WIDTH) THE FOLLOWING TWO (2) COURSES: 1) N. 81°29'57" W. 225.57 FEET AND 2) 36.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 880.00 FEET, CENTRAL ANGLE 02°23'57" AND A CHORD THAT BEARS N. 82°41'55" W. 36.85 FEET; THENCE N. 02°02'36" W. 304.63 FEET TO THE POINT OF BEGINNING CONTAINING 2.23 ACRES MORE OR LESS

**DEVELOPER PARCEL  
PARCEL 4**

(70) 15-30-326-013 pt  
(70) 15-30-302-027 pt

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID POINT BEING LOCATED N. 85°49'02" E. MEASURED (N. 85°47'28" E. RECORDED) 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY THE WEST 1/4 CORNER OF SECTION 30) AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 51.69 FEET MEASURED (N. 85°47'28" E. 53.79 FEET RECORDED) TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OLD ADAMS ROAD (VARIABLE WIDTH) 85.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1382.39 FEET, CENTRAL ANGLE 03°33'30" AND A CHORD THAT BEARS N. 04°23'53" E. 85.84 FEET; THENCE N. 16°05'49" E. 384.27 FEET; THENCE N. 51°37'46" E. 397.19 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY (VARIABLE WIDTH) N. 82°38'32" E. 267.89 FEET; THENCE S. 07°21'28" E. 427.32 FEET; THENCE S. 19°54'22" W. 21.42 FEET; THENCE S. 07°21'28" E. 237.49 FEET; THENCE ALONG SAID EAST AND WEST 1/4 LINE S. 85°49'02" W. 770.11 FEET TO THE POINT OF BEGINNING CONTAINING 9.42 ACRES MORE OR LESS.

(70) 15-30176-002 pt  
15-30-176-008 pt

EXHIBIT A-5  
CONTINUEDDEVELOPER PARCEL  
PARCEL 5

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 89°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER OF SECTION 30) AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 51.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF OLD ADAMS ROAD (VARIABLE WIDTH) AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 770.11 FEET; THENCE S. 07°21'28" E. 66.85 FEET; THENCE N. 82°38'29" E. 572.73 FEET; THENCE S. 89°21'01" E. 43.13 FEET; THENCE N. 82°38'32" E. 52.62 FEET; THENCE 41.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 45.22 FEET, CENTRAL ANGLE 52°40'23" AND A CHORD THAT BEARS S. 71°01'17" E. 40.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: 1) S. 11°53'53" E. 81.82 FEET, 2) 161.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 470.00 FEET, CENTRAL ANGLE 19°41'51" AND A CHORD THAT BEARS S. 02°03'02" E. 160.79 FEET, 3) S. 07°47'53" W. 121.81 FEET, 4) 143.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 470.00 FEET, CENTRAL ANGLE 17°27'07" AND A CHORD THAT BEARS S. 16°31'26" W. 142.60 FEET, 5) 154.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, RADIUS 530.00 FEET, CENTRAL ANGLE 16°44'55" AND A CHORD THAT BEARS S. 16°52'31" W. 154.38 FEET, AND 6) S. 08°30'03" W. 113.08 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ADAMS ROAD (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE N. 81°29'57" W. 213.85 FEET; THENCE N. 08°30'03" E. 351.40 FEET; THENCE 194.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 970.00 FEET, CENTRAL ANGLE 11°28'55" AND A CHORD THAT BEARS N. 88°36'41" W. 194.06 FEET; THENCE S. 85°38'52" W. 128.81 FEET; THENCE N. 02°02'36" W. 15.01 FEET; THENCE ALONG THE CENTERLINE OF INDUSTRIAL DRIVE (PRIVATE) S. 85°38'52" W. 945.60 FEET TO THE WEST PROPERTY CONTROLLING LINE OF SAID SECTION 30, ALSO BEING THE CENTERLINE OF SAID OLD ADAMS ROAD; THENCE N. 01°30'03" W. 80.04 FEET; THENCE N. 85°38'52" E. 33.04 FEET; THENCE N. 01°30'03" W. 54.78 FEET; THENCE N. 85°38'52" E. 17.02 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OLD ADAMS ROAD THE FOLLOWING TWO (2) COURSES: 1) N. 01°30'03" W. 146.14 FEET AND 2) 99.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1382.39 FEET, CENTRAL ANGLE 04°07'00" AND A CHORD THAT BEARS N. 00°33'17" E. 99.30 FEET TO THE POINT OF BEGINNING CONTAINING 14.62 ACRES MORE OR LESS.

70-15-30-302-027 pt  
15-30-326-004 pt  
15-30-326-013 pt

(70) 15-30-301-011 pt  
15-30-301-010 pt  
15-30-301-005 ✓

**EXHIBIT A-5  
CONTINUED**

**ADJACENT PARCEL**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 85°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER) OF SAID SECTION 30 AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 1,526.63 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (60 FEET WIDE); THENCE 390.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 348.00 FEET, CENTRAL ANGLE 64°21'08", AND A CHORD THAT BEARS N. 28°46'57" E. 370.63 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING N. 32°20'10" W. 70.55 FEET; THENCE N. 61°08'26" E. 153.70 FEET; THENCE N. 28°51'34" W. 33.00 FEET; THENCE N. 61°08'26" E. 15.12 FEET; THENCE N. 03°44'33" W. 261.60 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY (VARIABLE WIDTH) THE FOLLOWING TWO (2) COURSES: 1) N. 83°38'00" E. 174.41 FEET AND 2) N. 86°15'27" E. 391.08 FEET; THENCE S. 03°44'33" E. 261.19 FEET; THENCE S. 08°46'50" W. 63.15 FEET; THENCE S. 22°33'34" W. 4.59 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) 216.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 298.00 FEET, CENTRAL ANGLE 41°31'47", AND A CHORD THAT BEARS N. 88°12'18" W. 211.30 FEET, 2) S. 71°01'50" W. 401.11 FEET, AND 3) 61.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 348.00 FEET, CENTRAL ANGLE 10°04'19", AND A CHORD THAT BEARS S. 65°59'40" W. 61.10 FEET TO THE POINT OF BEGINNING CONTAINING 4.54 ACRES MORE OR LESS.

pt 15-30-176-002

EXHIBIT A-5  
CONTINUED

SHOPPING CENTER PARCEL

MEIJER STORE PARCEL

A PARCEL OF LAND LOCATED IN PART OF THE WEST 1/2 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 85°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER) OF SAID SECTION 30 AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 821.80 FEET TO THE POINT OF BEGINNING; THENCE N. 07°21'28" W. 237.49 FEET; THENCE N. 19°54'22" E. 21.42 FEET; THENCE N. 07°21'28" W. 427.32 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY (VARIABLE WIDTH); THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID RIGHT-OF-WAY: 1) N. 82°38'32" E. 699.87 FEET AND 2) N. 83°38'00" E. 87.58 FEET; THENCE S. 07°21'28" E. 209.78 FEET; THENCE 57.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 132.00 FEET, CENTRAL ANGLE 24°58'42" AND A CHORD THAT BEARS S. 19°50'49" E. 57.09 FEET; THENCE S. 32°20'10" E. 46.59 FEET; THENCE S. 25°40'51" E. 86.28 FEET; THENCE S. 32°20'10" E. 26.21 FEET; THENCE 35.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 50.00 FEET, CENTRAL ANGLE 40°34'07" AND A CHORD THAT BEARS S. 12°03'07" E. 34.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (60 FEET WIDE); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY 384.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 348.00 FEET, CENTRAL ANGLE 63°16'28" AND A CHORD THAT BEARS S. 19°44'16" W. 365.08 FEET; THENCE 41.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 45.22 FEET, CENTRAL ANGLE 52°40'23" AND A CHORD THAT BEARS N. 71°01'17" W. 40.12 FEET; THENCE S. 82°38'32" W. 52.62 FEET; THENCE N. 89°21'01" W. 43.13 FEET; THENCE S. 82°38'29" W. 572.73 FEET; THENCE N. 07°21'28" W. 66.85 FEET TO THE POINT OF BEGINNING CONTAINING 13.55 ACRES MORE OR LESS.

15-30-326-013 pt  
70-15-30-176-002 vpt  
70-15-30-301-011 pt  
70-15-30-301-010 pt v  
15-30-176-008 pt

MEIJER SERVICE STATION PARCEL

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED); THENCE S. 85°49'02" W. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 TO A



**EXHIBIT A-5  
CONTINUED**

PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER OF SAID SECTION 30); THENCE PROCEEDING ALONG THE WEST PROPERTY CONTROLLING LINE (AS MONUMENTED), FORMERLY DESCRIBED AS THE WEST LINE OF SECTION 30, ALSO BEING THE CENTERLINE OF OLD ADAMS ROAD (VARIABLE WIDTH) S. 01°30'03" E. 380.18 FEET MEASURED (DUE SOUTH 380.00 FEET RECORD); THENCE N. 85°38'52" E. MEASURED (N. 87°46'00" E. RECORD) 945.60 FEET ALONG THE CENTERLINE OF A 60-FOOT WIDE INGRESS AND EGRESS EASEMENT FOR A PRIVATE ROAD KNOWN AS INDUSTRIAL DRIVE; THENCE S. 02°02'36" E. 15.01 FEET TO THE POINT OF BEGINNING; THENCE N. 85°38'52" E. 128.81 FEET; THENCE 194.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 970.00 FEET, CENTRAL ANGLE 11°28'55" AND A CHORD THAT BEARS S. 88°36'41" E. 194.06 FEET; THENCE S. 08°30'03" W. 351.40 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ADAMS ROAD (VARIABLE WIDTH) THE FOLLOWING TWO (2) COURSES: 1) N. 81°29'57" W. 225.57 FEET AND 2) 36.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 880.00 FEET, CENTRAL ANGLE 02°23'57" AND A CHORD THAT BEARS N. 82°41'55" W. 36.85 FEET; THENCE N. 02°02'36" W. 304.63 FEET TO THE POINT OF BEGINNING CONTAINING 2.23 ACRES MORE OR LESS

**DEVELOPER PARCEL 4**

(70) 15-30-326-013 pt  
(70) 15-30-302-027 pt

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID POINT BEING LOCATED N. 85°49'02" E. MEASURED (N. 85°47'28" E. RECORDED) 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY THE WEST 1/4 CORNER OF SECTION 30) AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 51.69 FEET MEASURED (N. 85°47'28" E. 53.79 FEET RECORDED) TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OLD ADAMS ROAD (VARIABLE WIDTH) 85.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1382.39 FEET, CENTRAL ANGLE 03°33'30" AND A CHORD THAT BEARS N. 04°23'53" E. 85.84 FEET; THENCE N. 16°05'49" E. 384.27 FEET; THENCE N. 51°37'46" E. 397.19 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY (VARIABLE WIDTH) N. 82°38'32" E. 267.89 FEET; THENCE S. 07°21'28" E. 427.32 FEET; THENCE S. 19°54'22" W. 21.42 FEET; THENCE S. 07°21'28" E. 237.49 FEET; THENCE ALONG SAID EAST AND WEST 1/4 LINE S. 85°49'02" W. 770.11 FEET TO THE POINT OF BEGINNING CONTAINING 9.42 ACRES MORE OR LESS.

70-15-30-176-002 pt  
15-30-176-008 pt

**EXHIBIT A-5  
CONTINUED**

**DEVELOPER PARCEL 5**

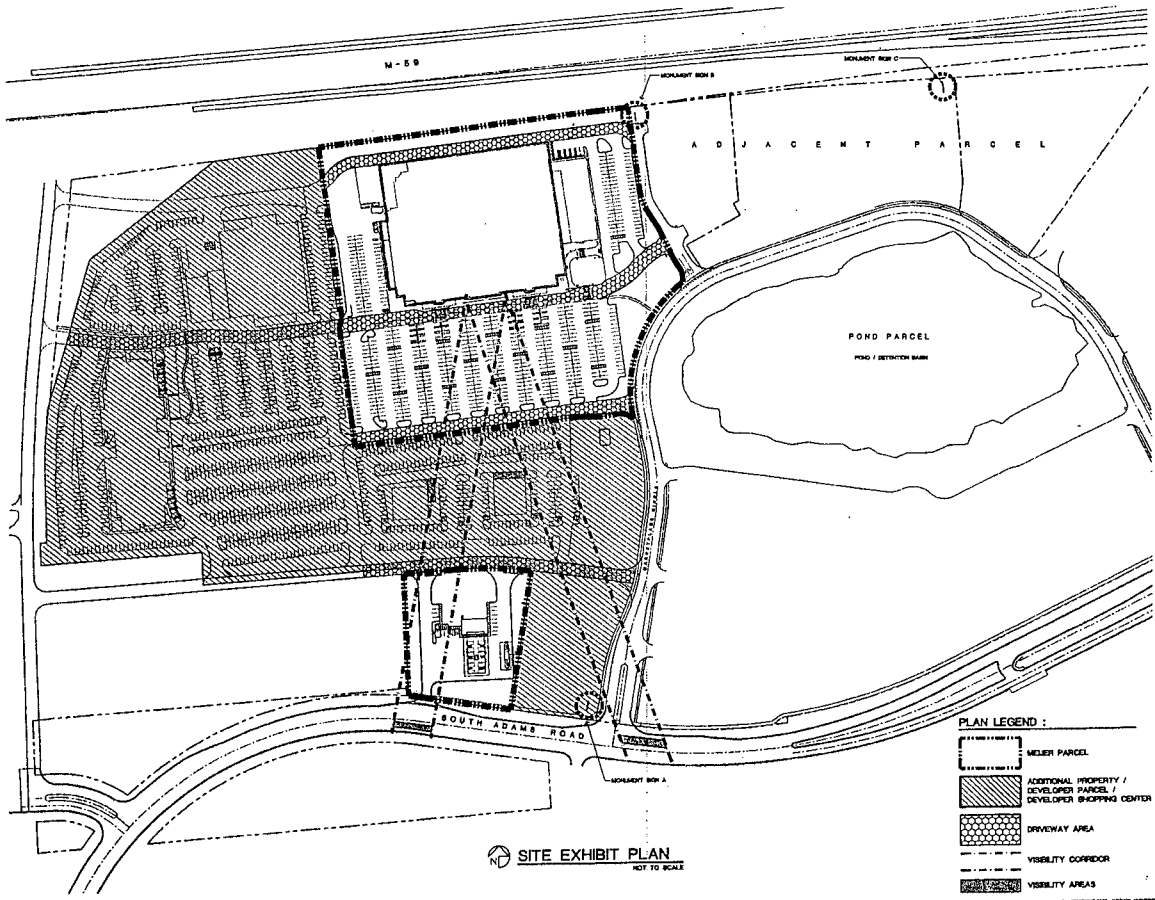
A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED) SAID 1/4 CORNER BEING N. 89°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER OF SECTION 30) AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 51.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF OLD ADAMS ROAD (VARIABLE WIDTH) AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 770.11 FEET; THENCE S. 07°21'28" E. 66.85 FEET; THENCE N. 82°38'29" E. 572.73 FEET; THENCE S. 89°21'01" E. 43.13 FEET; THENCE N. 82°38'32" E. 52.62 FEET; THENCE 41.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 45.22 FEET, CENTRAL ANGLE 52°40'23" AND A CHORD THAT BEARS S. 71°01'17" E. 40.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: 1) S. 11°53'53" E. 81.82 FEET, 2) 161.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 470.00 FEET, CENTRAL ANGLE 19°41'51" AND A CHORD THAT BEARS S. 02°03'02" E. 160.79 FEET, 3) S. 07°47'53" W. 121.81 FEET, 4) 143.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 470.00 FEET, CENTRAL ANGLE 17°27'07" AND A CHORD THAT BEARS S. 16°31'26" W. 142.60 FEET, 5) 154.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, RADIUS 530.00 FEET, CENTRAL ANGLE 16°44'55" AND A CHORD THAT BEARS S. 16°52'31" W. 154.38 FEET, AND 6) S. 08°30'03" W. 113.08 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ADAMS ROAD (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE N. 81°29'57" W. 213.85 FEET; THENCE N. 08°30'03" E. 351.40 FEET; THENCE 194.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 970.00 FEET, CENTRAL ANGLE 11°28'55" AND A CHORD THAT BEARS N. 88°36'41" W. 194.06 FEET; THENCE S. 85°38'52" W. 128.81 FEET; THENCE N. 02°02'36" W. 15.01 FEET; THENCE ALONG THE CENTERLINE OF INDUSTRIAL DRIVE (PRIVATE) S. 85°38'52" W. 945.60 FEET TO THE WEST PROPERTY CONTROLLING LINE OF SAID SECTION 30, ALSO BEING THE CENTERLINE OF SAID OLD ADAMS ROAD; THENCE N. 01°30'03" W. 80.04 FEET; THENCE N. 85°38'52" E. 33.04 FEET; THENCE N. 01°30'03" W. 54.78 FEET; THENCE N. 85°38'52" E. 17.02 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OLD ADAMS ROAD THE FOLLOWING TWO (2) COURSES: 1) N. 01°30'03" W. 146.14 FEET AND 2) 99.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1382.39 FEET, CENTRAL ANGLE 04°07'00" AND A CHORD THAT BEARS N. 00°33'17" E. 99.30 FEET TO THE POINT OF BEGINNING CONTAINING 14.62 ACRES MORE OR LESS.






(70) 15-30-301-011 pt ✓  
 15-30-301-010 pt ✓  
 15-30-326-013 pt ✓  
 15-30-326-004 ✓  
 15-30-302-027 pt ✓  
 15-30-301-005 ✓

**EXHIBIT B**

Site Plan



**SITE EXHIBIT PLAN**  
NOT TO SCALE

- PLAN LEGEND :**
-  MEIER PARCEL
  -  ADDITIONAL PROPERTY / DEVELOPER PARCEL / DEVELOPER SHOPPING CENTER
  -  DRIVEWAY AREA
  -  VISIBILITY CORRIDOR
  -  VISIBILITY AREAS

OWNER	MEIER
DESIGNER	ROGVOY
DATE	10/12/00
PROJECT	ADAMS MARKETPLACE
SCALE	AS SHOWN
PROJECT NO.	02002
DRAWING NO.	1012
DATE	10/12/00
BY	...
CHECKED BY	...
APPROVED BY	...

*Adams Marketplace*  
 1012  
 10/12/00



**TRAVIS**  
 ARCHITECTS  
 1012  
 10/12/00

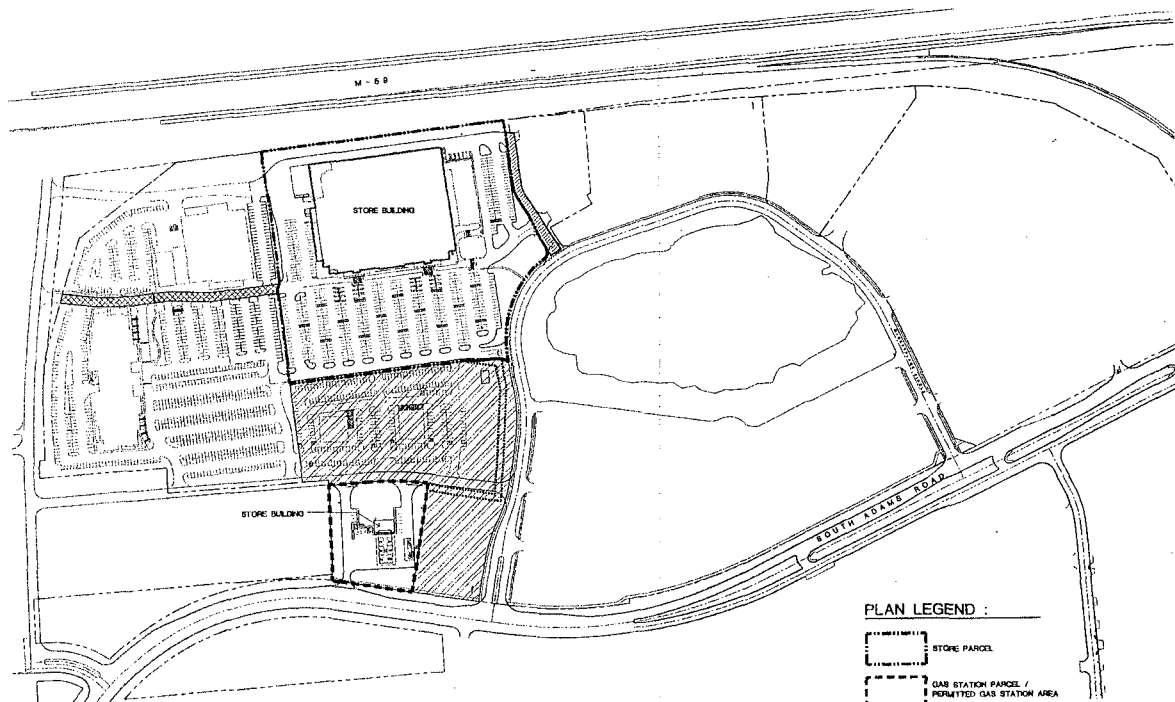
1012  
 10/12/00  
 1 OF 3

Sheet No.	02063
Scale	AS SHOWN
DATE	02/06/03
BY	...
CHECKED BY	...
APPROVED BY	...
PROJECT	...

*Adams Marketplace*



PROJECT NO. 02063  
 EXHIBIT  
**012**  
**03**  
 DATE: 02/06/03

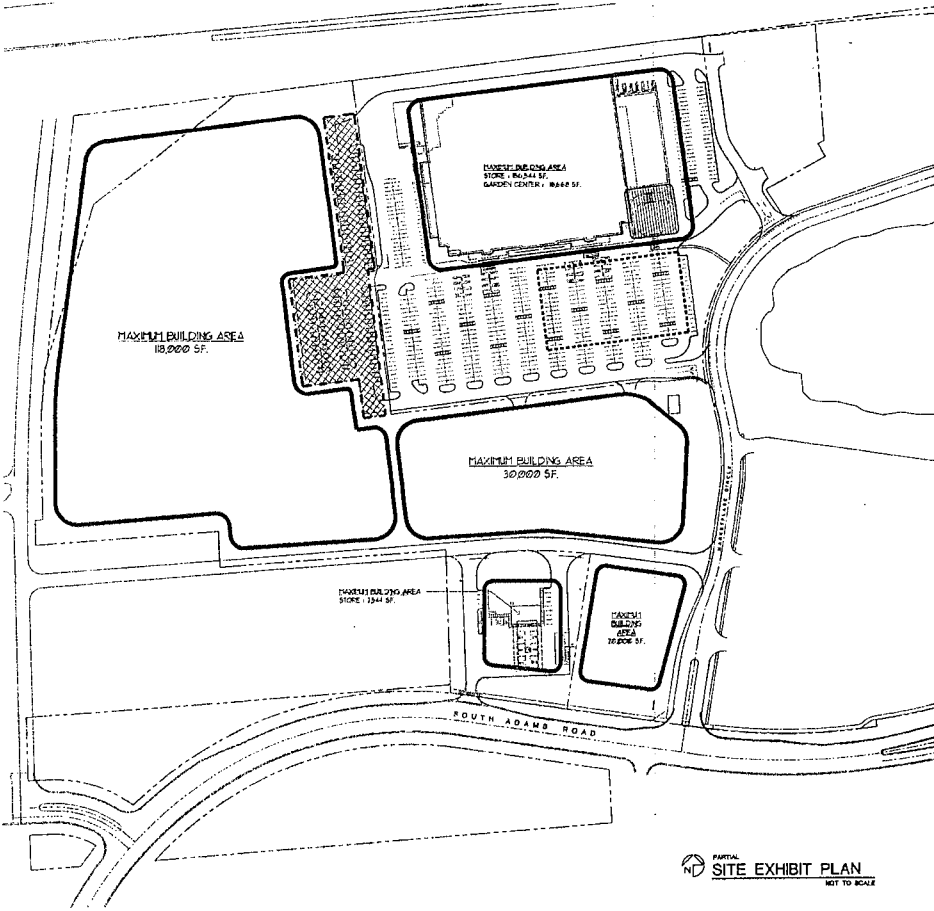


**PLAN LEGEND :**

- STORE PARCEL
- GAS STATION PARCEL / PERMITTED GAS STATION AREA
- SELLER OUTLOT PARCEL
- DRIVEWAY AREA A
- EAST DRIVEWAY
- MICHIGAN UTILITY EASEMENT

**SITE EXHIBIT PLAN**  
 NOT TO SCALE

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED, DATE 02/06/03 BY 60324 JAL/STW



MAXIMUM BUILDING AREA  
18,000 SF.

MAXIMUM BUILDING AREA  
STORE - 80,241 SF,  
GROSS CENTER - 88,848 SF.

MAXIMUM BUILDING AREA  
30,000 SF.






MAXIMUM BUILDING AREA  
STORE - 1241 SF.

MAXIMUM BUILDING AREA  
36,000 SF.

SOUTH ADAMS ROAD

 PARTIAL  
SITE EXHIBIT PLAN  
NOT TO SCALE

PLAN LEGEND :

-  BUILDING AREA
-  STAGING AREA
-  SIDEWALK DISPLAY AREA
-  DRIVE-THRU AREA
-  DEVELOPER SHOPPING CENTER  
SHARED PARKING SPACES

Revised By:  
 Date: 11/11/14  
 Project: Adams Marketplace  
 Drawing No: 02053  
 Scale: AS SHOWN  
 Title: PARTIAL SITE EXHIBIT PLAN  
 Project Location: 1012 PG504  
 Project Description: Adams Marketplace  
 Project Address: 1012 PG504  
 Project City: Phoenix, AZ  
 Project State: AZ  
 Project Zip: 85001  
 Project Client: Adams Marketplace  
 Project Architect: H.H. Rogvooy  
 Project Engineer: H.H. Rogvooy  
 Project Designer: H.H. Rogvooy  
 Project Checker: H.H. Rogvooy  
 Project Approver: H.H. Rogvooy  
 Project Date: 11/11/14  
 Project Status: Final  
 Project Notes: See 02053 for details.  
 Project Contact: H.H. Rogvooy  
 Project Phone: (602) 998-1111  
 Project Fax: (602) 998-1112  
 Project Email: h.rogvooy@h.rogvooy.com

Adams Marketplace  
 Prepared by: H.H. Rogvooy  
 Date: 11/11/14

H.H.  
 ROGVOY  
 ENGINEER

Revised By:  
 Date: 11/11/14  
 Project: Adams Marketplace  
 Drawing No: 02053  
 Scale: AS SHOWN  
 Title: PARTIAL SITE EXHIBIT PLAN  
 Project Location: 1012 PG504  
 Project Description: Adams Marketplace  
 Project Address: 1012 PG504  
 Project City: Phoenix, AZ  
 Project State: AZ  
 Project Zip: 85001  
 Project Client: Adams Marketplace  
 Project Architect: H.H. Rogvooy  
 Project Engineer: H.H. Rogvooy  
 Project Designer: H.H. Rogvooy  
 Project Checker: H.H. Rogvooy  
 Project Approver: H.H. Rogvooy  
 Project Date: 11/11/14  
 Project Status: Final  
 Project Notes: See 02053 for details.  
 Project Contact: H.H. Rogvooy  
 Project Phone: (602) 998-1111  
 Project Fax: (602) 998-1112  
 Project Email: h.rogvooy@h.rogvooy.com

PROJECT

NO. OF SHEETS  
 TOTAL SHEETS  
 SHEET NO.

NO. APPROVED  
 SHEET NO.

3 OF 3

LIBER 4 10 12 PG504

EXHIBIT C

Monument Sign





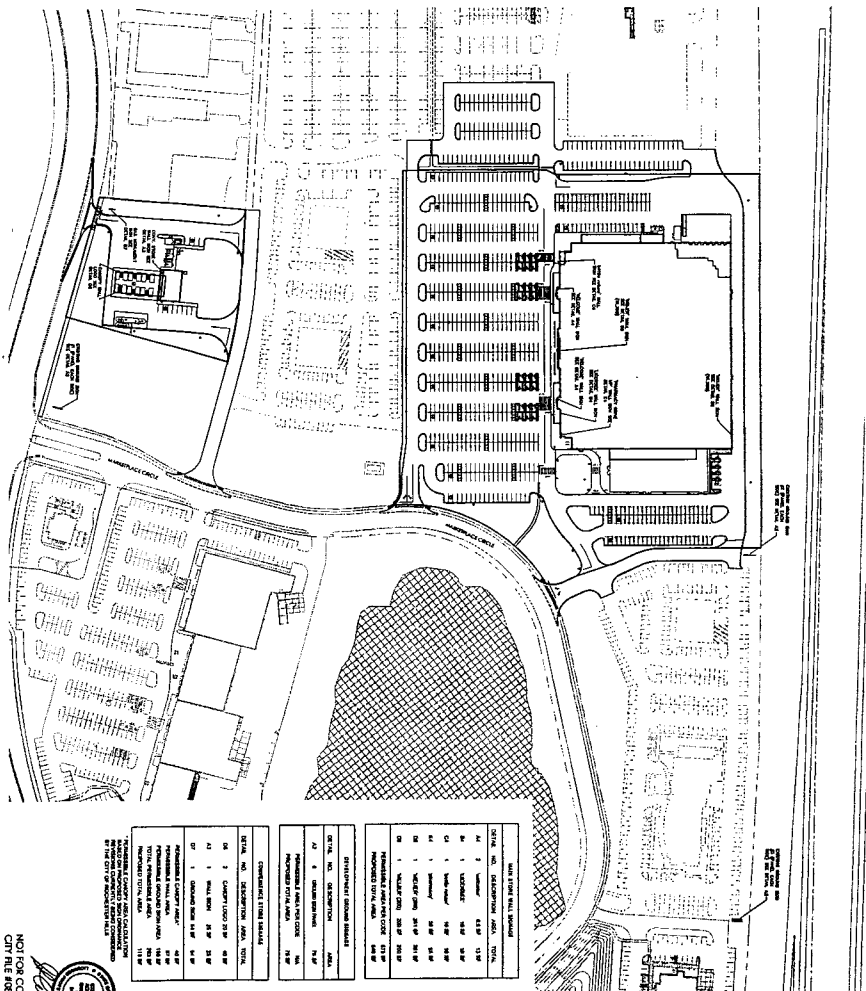
EXHIBIT D

Approved Building Signage



Know what's below.  
Call before you dig.

**NOTICE:**  
The City of Rochester Hills is a member of the Michigan One-Call System. The Michigan One-Call System is a national organization that provides a central point of contact for utility companies to report and locate underground utilities. The City of Rochester Hills is a member of the Michigan One-Call System and is required to provide this information to the public. For more information, please visit the Michigan One-Call System website at [www.michiganonecall.com](http://www.michiganonecall.com).



MELT FROM TELL SHEDS	
14	1. 10' x 10' x 10'
15	1. 10' x 10' x 10'
16	1. 10' x 10' x 10'
17	1. 10' x 10' x 10'
18	1. 10' x 10' x 10'
19	1. 10' x 10' x 10'
20	1. 10' x 10' x 10'
21	1. 10' x 10' x 10'
22	1. 10' x 10' x 10'
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29	1. 10' x 10' x 10'
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31	1. 10' x 10' x 10'
32	1. 10' x 10' x 10'
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34	1. 10' x 10' x 10'
35	1. 10' x 10' x 10'
36	1. 10' x 10' x 10'
37	1. 10' x 10' x 10'
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39	1. 10' x 10' x 10'
40	1. 10' x 10' x 10'
41	1. 10' x 10' x 10'
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100	1. 10' x 10' x 10'



NOT FOR CONSTRUCTION  
CITY FILE #08-005

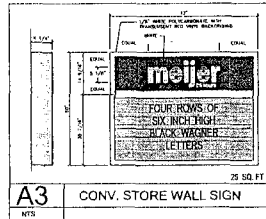
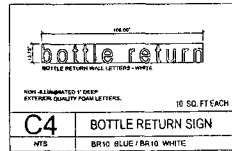
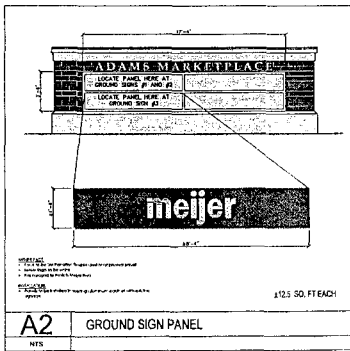
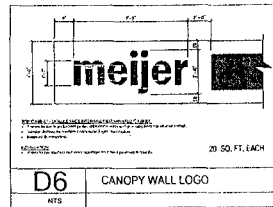
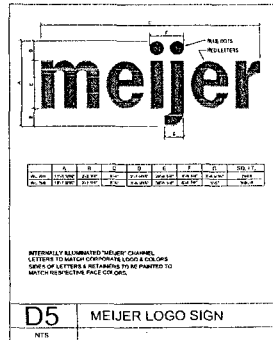
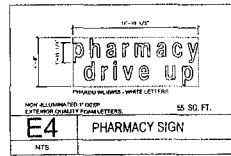
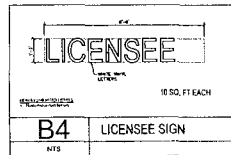
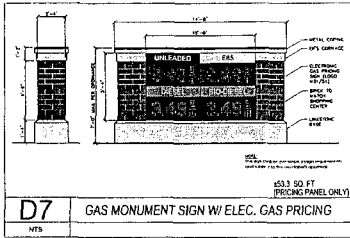
PROJECT NO.	100-005
DATE	10/1/08
SCALE	AS SHOWN
DRAWN BY	J. HICKS
CHECKED BY	J. HICKS
APPROVED BY	J. HICKS
DATE	10/1/08

**RCH ROCHESTER HILLS, MI**  
 (CITY) ADAMS ROAD & W  
**EXTERIOR DAMAGE PLAN**

**SECTION 30**  
 TOWN 3 NORTH RANGE 11 EAST  
 CITY OF ROCHESTER HILLS  
 OAKLAND COUNTY, MICHIGAN

**ATWELL-HICKS**  
[www.atwell-hicks.com](http://www.atwell-hicks.com)  
 ARIZONA FLORIDA ILLINOIS MICHIGAN  
 OHIO PENNSYLVANIA TENNESSEE  
 800.850.4200

Engineering Surveying Planning  
 Environmental Construction Water Resources



**811** Know what's below. Call before you dig.

THE LOCATION OF ANY UNDERGROUND UTILITY OR STRUCTURE IS SUBJECT TO THE RESULTS OF AN 811 SERVICE CALL. THE RESULTS OF AN 811 SERVICE CALL DO NOT GUARANTEE THE LOCATION OF ANY UNDERGROUND UTILITY OR STRUCTURE. CALL 811 AT LEAST 48 HOURS BEFORE ANY EXCAVATION OR DRILLING OPERATION. CALL 811 AT LEAST 48 HOURS BEFORE ANY EXCAVATION OR DRILLING OPERATION. CALL 811 AT LEAST 48 HOURS BEFORE ANY EXCAVATION OR DRILLING OPERATION.

**NOTICE:**

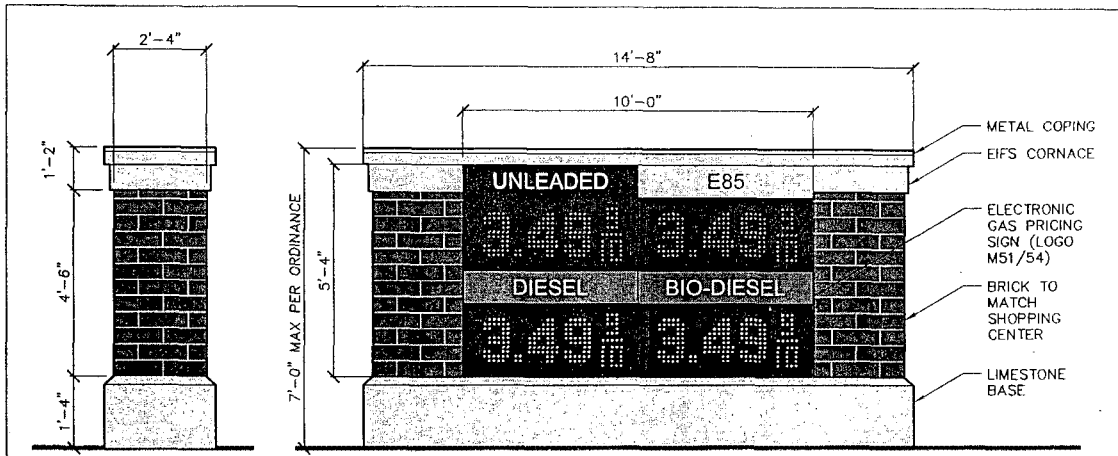
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CLEVELAND, OHIO, AND THE STATE OF OHIO, AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CLEVELAND, OHIO, AND THE STATE OF OHIO, AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CLEVELAND, OHIO, AND THE STATE OF OHIO.

NOT FOR CONSTRUCTION  
CITY FILE #08-005

**ATWELL-HICKS**  
www.atwell-hicks.com  
Cleveland, Ohio  
44115  
216.461.1111

**PCB**  
2000 BROADVIEW AVE.  
CLEVELAND, OHIO 44115  
216.461.1111

DATE: 10/21/08  
SCALE: 1/8" = 1'-0"  
PROJECT: 08-005  
SHEET: 01 OF 02



NOTE:  
The sign shall be per Meijer design requirements and subject to the developer's approval.

±53.3 SQ. FT  
(PRICING PANEL ONLY)

D7	GAS MONUMENT SIGN W/ ELEC. GAS PRICING
NTS	

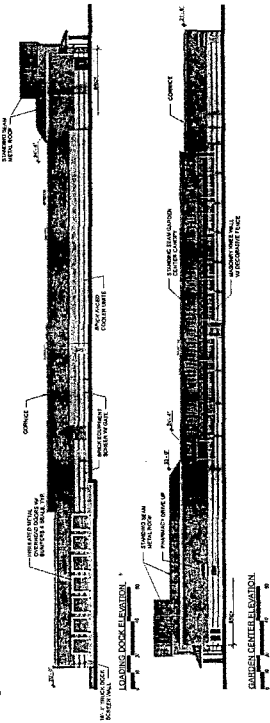
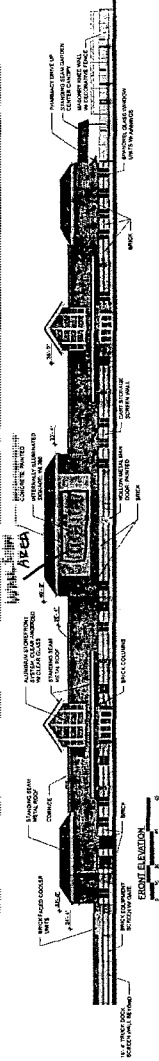
4/2/21

LIBR4 1012 P65 10

EXHIBIT E

Approved Elevation

OAKLAND.1590024.2



NOTE: ALL DIMENSIONS SHALL BE IN CONFORMANCE WITH THE CITY OF ROCHESTER HILLS. ALL ROOFING EQUIPMENT IS SHOWN BY WAY OF HATCHES AND SHADING CAN ROOF.

fishbeck, thompson, carr, & huber, inc.  
13.3.2009  
02996



**EXHIBIT F**

Visibility Corridors



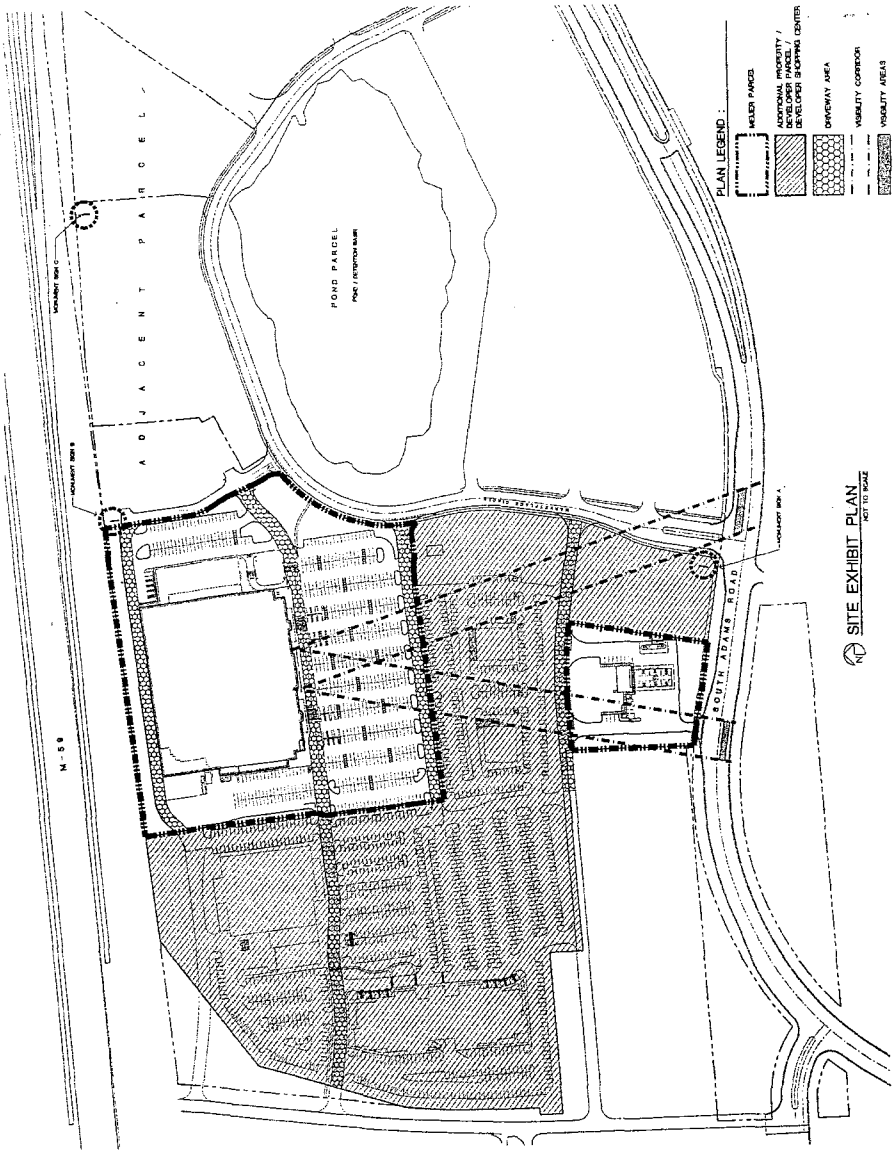
1. ALL DISTANCES ARE IN FEET UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
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 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

Adams Marketplace

PROJECT NO. 14  
 DATE: 10/15/03  
 DRAWN BY: J. J. BOSSCOY  
 CHECKED BY: J. J. BOSSCOY  
 APPROVED BY: J. J. BOSSCOY

J. J. BOSSCOY  
 CIVIL ENGINEER  
 1414 SOUTH AVENUE  
 SUITE 100  
 FORT WORTH, TEXAS 76104  
 (817) 336-1111  
 WWW.JJBENGINEERING.COM

0841012 PG 5  
 1 OF 3



PLAN LEGEND:

- WALKWAY
- ADDITIONAL PROPERTY / DEVELOPER'S SHOPPING CENTER
- DRIVEWAY AREA
- VEHICLE CORRECTION
- VEHICLE AREAS

SITE EXHIBIT PLAN  
 10/15/03

**EXHIBIT G  
ACCESS EASEMENT  
LEGAL DESCRIPTION**

A INGRESS-EGRESS EASEMENT LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED); SAID 1/4 CORNER BEING N. 85°49'02" E. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 FROM A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER OF SAID SECTION 30) AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 1526.63 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY 332.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 348.00 FEET, CENTRAL ANGLE 54°46'06" AND A CHORD THAT BEARS N. 23°59'27" E. 320.13 FEET TO THE POINT OF BEGINNING; THENCE 35.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 50.00 FEET, CENTRAL ANGLE 40°34'07" AND A CHORD THAT BEARS N. 12°03'07" W. 34.67 FEET; THENCE N. 32°20'10" W. 26.21 FEET; THENCE N. 25°40'51" W. 86.28 FEET; THENCE N. 32°20'10" W. 46.59 FEET; THENCE 57.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 132.00 FEET, CENTRAL ANGLE 24°58'42" AND A CHORD THAT BEARS N. 19°50'49" W. 57.09 FEET; THENCE N. 07°21'28" W. 168.26 FEET; THENCE 27.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 201.50 FEET, CENTRAL ANGLE 07°44'27" AND A CHORD THAT BEARS N. 89°38'03" E. 27.20 FEET; THENCE S. 07°21'28" E. 165.02 FEET; THENCE 45.70 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 105.00 FEET, CENTRAL ANGLE 24°56'19" AND A CHORD THAT BEARS S. 19°52'01" E. 45.34 FEET; THENCE S. 32°20'10" E. 155.77 FEET; THENCE 37.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 50.00 FEET, CENTRAL ANGLE 42°51'43" AND A CHORD THAT BEARS S. 53°46'01" E. 36.54 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE; THENCE ALONG SAID LINE 62.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 348.00 FEET, CENTRAL ANGLE 10°17'04" AND A CHORD THAT BEARS S. 56°31'02" W. 62.38 FEET TO THE POINT OF BEGINNING.

pt 15-30-176-002

**EXHIBIT G-1**  
**EAST DRIVEWAY**  
**INGRESS-EGRESS EASEMENT LEGAL DESCRIPTION**

A INGRESS-EGRESS EASEMENT LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED); THENCE S. 85°49'02" W. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 TO A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER OF SAID SECTION 30); THENCE PROCEEDING ALONG THE WEST PROPERTY CONTROLLING LINE (AS MONUMENTED), FORMERLY DESCRIBED AS THE WEST LINE OF SECTION 30, ALSO BEING THE CENTERLINE OF OLD ADAMS ROAD (VARIABLE WIDTH) S. 01°30'03" E. 380.18 FEET MEASURED (DUE SOUTH 380.00 FEET RECORD); THENCE N. 85°38'52" E. MEASURED (N. 87°46'00" E. RECORD) 945.60 FEET ALONG THE CENTERLINE OF A PRIVATE ROAD KNOWN AS INDUSTRIAL DRIVE; THENCE S. 02°02'36" E. 15.01 FEET TO THE POINT OF BEGINNING; THENCE N. 04°21'08" W. 30.00 FEET; THENCE N. 85°38'52" E. 115.92 FEET; THENCE 213.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1007.37 FEET, CENTRAL ANGLE 12°08'16" AND A CHORD THAT BEARS S. 88°57'18" E. 213.01 FEET; THENCE S. 82°23'57" E. 219.30 FEET; THENCE 42.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 50.00 FEET, CENTRAL ANGLE 49°14'00" AND A CHORD THAT BEARS N. 72°59'03" E. 41.65 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY 73.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 470.00 FEET, CENTRAL ANGLE 08°58'30" AND A CHORD THAT BEARS S. 12°48'06" W. 73.55 FEET; THENCE 53.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 50.00 FEET, CENTRAL ANGLE 61°10'32" AND A CHORD THAT BEARS N. 51°48'41" W. 50.89 FEET; THENCE N. 82°23'57" W. 206.57 FEET; THENCE 207.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 977.37 FEET, CENTRAL ANGLE 12°08'26" AND A CHORD THAT BEARS N. 88°57'49" W. 206.71 FEET; THENCE S. 85°38'52" W. 116.10 FEET TO THE POINT OF BEGINNING.

15-30-302-027 pt ✓  
 15-30-326-004 pt ✓  
 15-30-326-013 pt  
 15-30-301-014 pt