

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

GRAND/SAKWA ACQUISITIONS, LLC,  
a Michigan limited liability company,

Plaintiff,

v

Case No. 02-046199-AW

CITY OF ROCHESTER HILLS,  
a municipal corporation,

Hon. JOHN J. McDONALD

Defendant.

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ROBERT A. JACOBS (P15402)  
JACKIER GOULD, P.C.  
Attorneys for Grand/Sakwa  
121 W. Long Lake Rd, Second Floor  
Bloomfield Hills, MI 48304-2719  
(248) 433-2594

JOHN D. STARAN (P35649)  
BEIER HOWLETT, P.C.  
Attorneys for Defendant  
200 E. Long Lake Rd., Ste. 110  
Bloomfield Hills, MI 48304-2328  
(248) 645-9400

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**STIPULATION AND ORDER TO REINSTATE CONSENT JUDGMENT  
OF APRIL 3, 2003 AND FOR AMENDMENT OF CONSENT JUDGMENT**

NOW COME Plaintiff, Grand/Sakwa Acquisitions, Inc., by and through their counsel, Jackier Gould, P.C., by Robert A. Jacobs, Esq., and the Defendant, City of Rochester Hills, by and through their counsel Beier Howlett, P.C., by John D. Staran, Esq., and hereby stipulate and agree as follows:

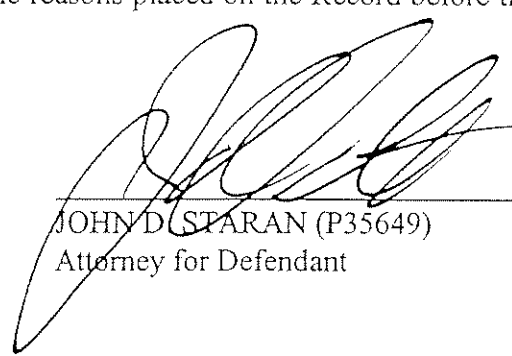
1. This Honorable Court did terminate by Opinion and Order of May 3, 2004, a Consent Judgment between the parties to this action entered on April 3, 2003 (the "Consent Judgment"), upon motion and hearing by the City.

2. The parties to this action desire that the Court's Order of May 3, 2004 be vacated and that the Consent Judgment be reinstated and amended by the First Amendment to Consent Judgment attached hereto as **Exhibit "A"**.

3. The First Amendment to Consent Judgment incorporates by reference all terms and conditions of the original Consent Judgment of April 3, 2003, except as modified within such First Amendment.

4. This Stipulation is based upon the reasons placed on the Record before this Court on May 24, 2005.

  
ROBERT A. JACOBS (P15402)  
Attorney for Plaintiff

  
JOHN D. STARAN (P35649)  
Attorney for Defendant

**ORDER**

At a session of said Court, held in the Courthouse, City  
of Pontiac, State of Michigan on May \_\_\_\_\_, 2005

Present: Honorable John J. McDonald, Circuit Judge

Upon the reading and filing of the above Stipulation of the parties through their respective counsel and a Record having been made before the Court, and the Court being fully advised in the premises; NOW, THEREFORE,

IT IS HEREBY ORDERED that the Order of this Court of May 3, 2004, which terminated the Consent Judgment of April 3, 2003, is hereby vacated and set aside.

IT IS FURTHER ORDERED AND ADJUDGED that the Consent Judgment of April 3, 2003 is hereby reinstated.

IT IS FURTHER ORDERED AND ADJUDGED that the First Amendment to Consent Judgment, which incorporates the terms of the Consent Judgment except as set forth and modified within such First Amendment, is entered by this Court this date.

JOHN J. McDONALD

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CIRCUIT COURT JUDGE

A TRUE COPY  
RUTH JOHNSON  
Oakland County Clerk - Register of Deeds  
BY: *R. Payne*  
Deputy

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

GRAND/SAKWA ACQUISITIONS, LLC,  
a Michigan limited liability company,

Plaintiff,

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**FIRST AMENDMENT TO CONSENT JUDGMENT**

At a session of said Court, held in the Courthouse, City  
of Pontiac, State of Michigan on May 26, 2005

Present: Honorable John J. McDonald, Circuit Judge

The facts on which this First Amendment to Consent Judgment is based are as follows:

**RECITALS AND PREAMBLE**

A. This First Amendment to Consent Judgment modifies the Consent Judgment entered by this Court on April 3, 2003 (the "Consent Judgment"), which was terminated by Order of this Court dated May 3, 2004, and reinstated by Order of this Court on May 30, 2005.

Attached hereto as **Exhibit "1"** is a Supplemental Conceptual Site Plan C-1A which is incorporated as a part of the Consent Judgment and this First Amendment thereto. Any reference to the Conceptual Site Plan shall be deemed to include the Supplemental Conceptual Site Plan C-1A.

**NOW, THEREFORE**, it is hereby ordered and adjudged as follows:

**INCORPORATION OF CONSENT JUDGMENT DATED APRIL 3, 2003:**

1. The Consent Judgment dated April 3, 2003 is incorporated by reference, including all Exhibits to such Consent Judgment, and shall remain in full force and effect except as is hereby modified by this First Amendment to Consent Judgment which shall control in the event of any conflict or ambiguity with the Consent Judgment.

**SECTION 8. PROVISIONS RELATING TO DEVELOPMENT:**

2. Paragraphs 8(E), (F), and (J) are deleted from the Consent Judgment of April 3, 2003.

A. Paragraph 8(E) is replaced and shall now read as follows:

(E) Upon entry of this Court's Order to reinstate the April 3, 2003 Consent Judgment and this First Amendment to Consent Judgment, Grand/Sakwa shall dedicate and convey to the Road Commission for Oakland County (the "Road Commission") for the realignment of Adams Road, the Property described in **Exhibit "3"** attached which shall be delivered to the Road Commission to construct the realignment of M-59 / Adams Road (the "right-of-way"). The Deed reserves to Grand/Sakwa for itself, and for its servants, agents, and contractors, and for all utility companies, the right to install all necessary utilities within the easements and rights-of-ways and the right to enter upon the Property for purpose of construction, maintenance, inspection, repair and replacement of any utilities

placed within the easement and to access its Property for installation of plantings and improvements.

In the event that for any reason the Consent Judgment and/or this First Amendment to Consent Judgment are, by any judicial determination, court order or judgment, set aside or held for naught, or the rights of Grand/Sakwa under this Consent Judgment or First Amendment to Consent Judgment materially impaired, including any material impairment of any land uses allowed under the Consent Judgment as amended, (a "Termination Event") then Grand/Sakwa and the City shall expeditiously enter into good-faith negotiations to find a mutually agreeable resolution, which may include without limitation Conditional Zoning or Planned Unit Development Agreement which will provide for the uses contemplated by the Consent Judgment and any Amendments thereto.

In the event that the parties cannot reach an agreement within sixty (60) days of such a "Termination Event", the City shall be obligated to pay to Grand/Sakwa the amount that Grand/Sakwa would otherwise be entitled to recover as an award in an eminent domain proceeding pursuant to the Michigan Uniform Condemnation Procedures Act for such "right-of-way." The procedure for such value shall be as follows:

1. At the end of the aforesaid sixty (60) day period following a Termination Event, the parties shall exchange, within seventy (70) days, MAI appraisals in support of their positions and submit same to the Arbitrator set forth in Paragraph 4(Q).
2. Within thirty (30) days after submittal of appraisals, the Arbitrator identified in this First Amendment shall make a decision which shall be binding upon the parties as set forth in Paragraph 4(Q).

3. In addition to the powers granted to the Arbitrator in 4(Q), the Arbitrator shall have the right to request additional information from either of the parties.

B. Paragraph (F) of Section 8, as replaced shall now read as follows:

(F) The City will provide credits equal to Two Million Five Hundred Thousand (\$2,500,000.00) Dollars to Grand/Sakwa. The credits may be a combination of City review fees, permit fees, tap-in fees, inspection fees, capital and lateral charges, or cash (collectively "the Credits"). The selection of these items for which the credits shall be applied shall be at the discretion of the City, except to the extent provided otherwise herein. Amounts paid by the City toward the cost of the construction of the Ring Road as provided in Paragraph 8(J) below, shall be applied against (i.e., shall reduce) the Two Million Five Hundred Thousand (\$2,500,000.00) Dollars in credits.

It is understood that the \$2,500,000 Credits shall not be considered as the measure of compensation for the "right-of-way" dedicated to the Road Commission. Such Credits if not expended or applied shall not form the basis for determining or reducing any award to Grand/Sakwa in the event that there is a condemnation or eminent domain proceeding as provided in Paragraph 8(E), and is independent of any such award. Notwithstanding, if the Credits as applied or expended do not aggregate Two Million Five Hundred Thousand (\$2,500,000.00) Dollars, then the City shall be responsible to pay to Grand/Sakwa, on or before September 1, 2007 (unless extended by agreement of the parties), the difference between \$2,500,000.00 and such Credits that have been applied or expended to date.

C. Paragraph (J) of Section 8, as replaced, shall now read as follows:

(J) The City shall be responsible for the cost and expense for the construction of the Ring Road with all utilities necessary in connection therewith, as depicted on the attached **Exhibit "4"**. The Ring Road shall be constructed at the same time as Adams Road is realigned or prior thereto. Grand/Sakwa shall construct the Ring Road when it elects at any time pursuant to the foregoing time period. The Ring Road shall be dedicated by Grand/Sakwa to, and accepted by, the City as a public road.

Grand/Sakwa may, in its discretion, if agreed upon with the City, advance the funds necessary for the construction of Ring Road which shall be repaid by the City to Grand/Sakwa through a mutually-agreeable payment vehicle. The funds advanced by Plaintiff are to be paid back no later than thirty (30) days after completion of the Ring Road and written notice and certification of the cost to the City. Interest on the road fund advancement shall accrue at prime rate plus one (1) point on such funds from date advanced by Grand/Sakwa and, if not timely paid, at prime plus three (3) points.

3. Any reference to a "Development Agreement" and the requirement for such Agreement contained within the Consent Judgment of April 3, 2003, is hereby deleted.

**SECTION 9. APPROVALS / ADDITIONAL REQUIREMENTS:**

4. There is hereby added to Section 9, Approvals/Additional Requirements:

(Q) Expedited Approval Process. The parties have agreed that there shall be a Technical Review Committee ("the "TRC") established for all Site Plan



reviews. The TRC shall consist of such members as may be determined by the City.

The Site Plan Approval process shall be as follows:

1. The TRC will meet, within twenty-one (21) days after the submission of proposed Site Plan(s) from Grand/Sakwa, with Grand/Sakwa and its consultants, to review and discuss the proposed Site Plan(s).

2. It is intended that the TRC and Grand/Sakwa will meet to resolve Site Plan issues and concerns, if any, at such meeting. The City may administratively review any revised plans submitted and make a recommendation to the City Council on the revised plans.

3. A recommendation shall be made by the TRC (or administratively in respect to revised plans) to the City Council with respect to the final approval of the Site Plan(s) within twenty-one (21) days of the meeting. Such Recommendation shall be forwarded by the TRC with its written recommendation to the City Council for its determination to be made at the next scheduled regular meeting of the City Council.

4. It is the intent of this paragraph that all Site Plan issues shall be decided as set forth herein by the TRC unless authorized under other sections of the Consent Judgment to be administratively approved. Further, all Administrative authorization disputes which are not resolved shall proceed to the TRC for review and recommendation and follow the same procedures and time periods as for site plan issues including submission to the City Council, and arbitration as is provided in this Section 9(Q).

In the event that Grand/Sakwa disputes the determination of the City Council, Grand/Sakwa may have such determination adjudicated by arbitration in the following method and manner:

1. The Arbitrator shall be Honorable Edward Avadenka. In the event that he is not available, then Honorable Bryan Levy shall be the alternate Arbitrator. If neither Arbitrator is available and the parties cannot agree upon an Arbitrator, such shall be appointed by the Facilitator Barry Howard and the City Attorney upon the request of either party within three (3) days of such request.

2. The decision of the Arbitrator shall be final and binding. The Arbitrator may award costs and actual attorney fees to the prevailing party.

3. The decision of the Arbitrator shall be certified to the Oakland County Circuit Court and enforced as a final judgment in the Circuit Court.

4. Any other disputes arising out of or related to this Consent Judgment or any amendments thereto shall be decided by arbitration in the same manner and method set forth above.

(R) LARGE FORMAT RETAIL USE: A Large Format Retail Use for Wal-Mart with accessory uses as depicted and located in the Supplemental Conceptual Site Plan C-1A, attached as **Exhibit "1"** to this First Amendment to Consent Judgment with building elevation and materials in substantial conformity with **Exhibit "2"** attached to this First Amendment is granted Conceptual Site Plan Approval.

**SECTION 12. CONSTRUCTION PLANS:**

5. Section 12, Construction Plans, Paragraph A(i) shall be deleted and in its place Paragraph A(i) shall now read as follows:

(i) Grand/Sakwa shall complete and submit the various construction drawings for sanitary sewer, watermain, storm sewer and paving (the "Construction Drawings") to the City for review on a sequential or staggered order; so that the City can review the plans and approve or provide comments within fourteen (14) days of the submission of each plan and application provided that said plans comply with the City's rules and design standards, or within such period give its written comments. All resubmissions and comments and approvals shall be within the same twenty-one (21) day time period.

The City and Grand/Sakwa recognize that the Property requires mass grading, balancing and other preparatory work prior to complete development and construction of buildings. Grand/Sakwa may, without needing a complete or final

site plan approval or final engineering approval, apply for and obtain limited land improvement permits for the purposes of peat and other poor soils removal, existing utility relocation, storm drainage facility preparation, and on-site excavation of acceptable soils for placement in areas of poor soil excavations in preparation of areas necessary to service the areas of proposed building construction and/or site development. Additional mass grading and/or land balancing activities in preparation for building construction will be permitted after submission to and approval by the City Engineer of a satisfactory grading plan. Preliminary construction/engineering plans for those permits shall be reviewed administratively or by the City's engineering consultant, and the City Engineer shall issue the permits. Work performed under a limited land improvement permit shall be done in a controlled fashion and observe generally accepted practices for dust control and soil erosion. Disturbed areas shall be restored within a reasonable time to minimize potential problems as complaints resulting from on-site erosion.

Those permits shall be issued by the City if:

- a. The proposed preparatory work complies with City and County ordinances, rules and regulations and federal and state laws; and
- b. Grand/Sakwa submits a preliminary engineering plan for the work showing the preparatory work for which it seeks the permit and the City Engineer has approved the preliminary engineering plan.

6. Grand/Sakwa shall have the right to review and approve the design plans for all utilities and acceleration and deceleration lanes and curb cuts that are to serve the Property which shall be constructed within the right-of-way of the realigned Adams Road pursuant to the final


Adams Road Relocation and Reconstruction Plans, a Conceptual Plan of which is attached as Exhibit "5".

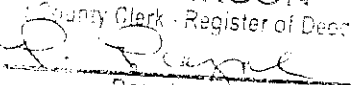
All terms, conditions, provisions and obligations of the reinstated Consent Judgment of April 3, 2003 remain in full force and effect as modified by this First Amendment to Consent Judgment. In the event that there is any conflict between the terms and conditions of the Consent Judgment of April 3, 2003 and this First Amendment to Consent Judgment, this First Amendment to Consent Judgment shall control.

WILLIAM McEWAN  
CIRCUIT COURT JUDGE

Approved as to form and content:

**JACKIER GOULD, P.C.**

  
\_\_\_\_\_  
Robert A. Jacobs (PT5402)  
Attorneys for Plaintiff

TRUE COPY  
WITH JOHNSON  
County Clerk - Register of Deeds  
By   
Deputy

**BEIER HOWLETT, P.C.**

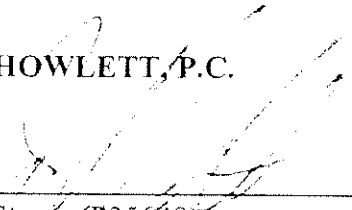
  
\_\_\_\_\_  
John D. Staran (P35649)  
Attorneys for Defendant

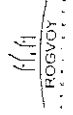
EXHIBIT 1

Supplemental Site Plan C-1A; Wal-mart

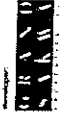
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50.00	50.00

PROPOSED  
COMMERCIAL  
DEVELOPMENT

ROCHESTER HILLS  
MICHIGAN



ARCHITECT  
10000 WOODLAND DRIVE  
ROCHESTER HILLS, MI 48066  
TEL: 248-850-1000  
WWW.ROGVOY.COM



2000 WOODLAND DRIVE  
ROCHESTER HILLS, MI 48066  
TEL: 248-850-1000  
WWW.BRAND.COM

CONCEPTUAL  
SITE  
PLAN

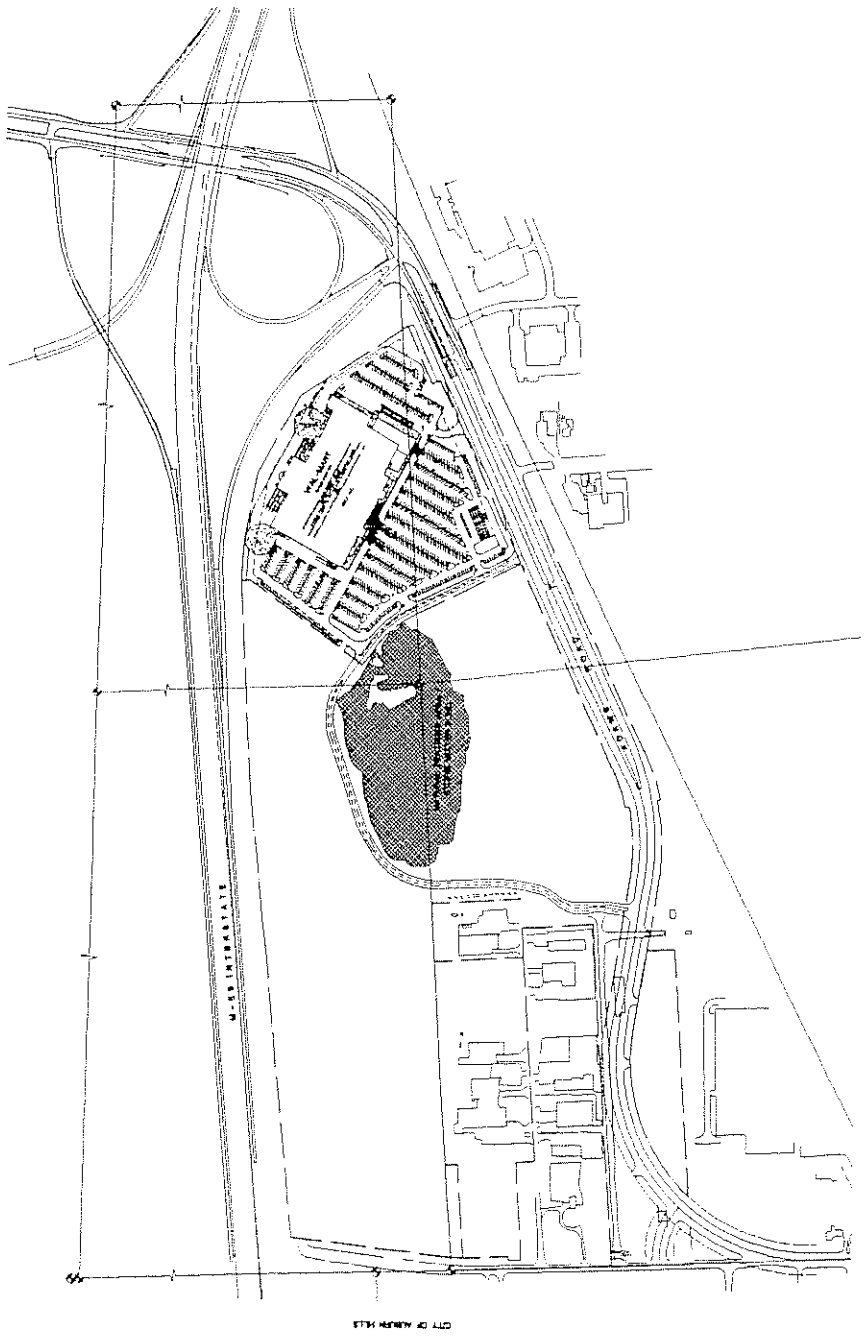
DO NOT SCALE DRAWING

DATE: 03/20/07

SCALE: 1/8" = 1'-0"

PROJECT NO: 02063

SP-1



CONCEPTUAL  
SITE PLAN

SCALE: 1" = 200'-0"

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EXHIBIT 2

Wal-Mart Building Elevation





EXHIBIT 3

Legal Description of Road Property to be Conveyed



PROPOSED ADAMS & UN-NAMED ROAD PARCEL

A PARCEL OF LAND LOCATED IN PART OF THE SOUTH 1/2 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 AND PROCEEDING THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF SAID SECTION 30, (AS MONUMENTED) S. 01°30'03" E. 385.17 FEET AND S. 02°03'12" E. 434.35 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A UN-NAMED PROPOSED ROAD, (120 FEET WIDE), AND POINT OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N. 87°56'48" E. 48.97 FEET AND 193.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 290.00 FEET, CENTRAL ANGLE 38°12'02" AND A CHORD THAT BEARS S. 72°57'21" E. 189.79 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED ADAMS ROAD (120 FEET WIDE) 811.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 880.00 FEET, CENTRAL ANGLE 52°48'17" AND A CHORD THAT BEARS N. 72°05'55" E. 782.62 FEET; S. 81°29'57" E. 516.90 FEET AND 402.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1340.00 FEET, CENTRAL ANGLE 17°13'42" AND A CHORD THAT BEARS N. 89°53'12" E. 401.41 FEET; THENCE N. 08°43'39" W. 15.00 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED ADAMS ROAD (VARIABLE WIDTH) 420.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1325.00 FEET, CENTRAL ANGLE 18°10'05" AND A CHORD THAT BEARS N. 72°11'19" E. 418.39 FEET AND N. 63°06'17" E. 1519.71 FEET; THENCE S. 24°35'28" E. 175.24 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PROPOSED ADAMS ROAD (VARIABLE WIDTH) 170.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 7680.00 FEET, CENTRAL ANGLE 01°16'30", AND A CHORD THAT BEARS S. 63°53'01" W. 170.91 FEET, S. 63°14'47" W. 668.47 FEET AND S. 63°10'09" W. 1179.23 FEET; THENCE N. 03°08'53" W. 118.59 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID PROPOSED ADAMS ROAD (120 FEET WIDE) 435.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1460.00 FEET, CENTRAL ANGLE 17°06'26" AND A CHORD THAT BEARS S. 89°56'50" W. 434.30 FEET, N. 81°29'57" W. 516.90 FEET AND 753.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 760.00 FEET, CENTRAL ANGLE 56°46'43" AND A CHORD THAT BEARS S. 70°06'42" W. 722.70 FEET; THENCE S. 85°38'28" W. 161.82 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF "PROPOSED" ADAMS ROAD (120 FEET WIDE) 56.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 880.00 FEET, CENTRAL ANGLE 03°42'07" AND A CHORD THAT BEARS N. 35°57'41" E. 56.85 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UN-NAMED ROAD THE FOLLOWING TWO (2) COURSES 101.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 170.00 FEET, CENTRAL ANGLE 34°12'43" AND A CHORD THAT BEARS N. 74°57'03" W. 100.01 FEET AND S. 87°56'48" W. 48.97 FEET TO THE WEST LINE OF SAID SECTION 30, (AS MONUMENTED); THENCE ALONG SAID WEST LINE OF SECTION 30 N. 02°03'12" W. 120.00 FEET TO THE POINT OF BEGINNING CONTAINING 13.55 ACRES MORE OR LESS.

NOTE: THE BEARING DATUM USED FOR THIS LEGAL DESCRIPTION IS PER METROPOLITAN TITLE COMPANY COMMITMENT NO. NO-320997 DATED: JUNE 8, 1999


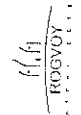
REVISIONS			DESCRIPTION:	
ITEM	DATE	BY	PROPOSED ADAMS & UN-NAMED RD. ROCHESTER HILLS MICHIGAN	
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			 CIVIL ENGINEERS & LAND SURVEYORS 28450 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 (248) 352-8950	
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DRAWN BY AJ	DESIGNED BY TRP	DATE 05-25-05		

EXHIBIT 4

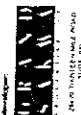
Ring Road Concept Plan

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NO. 97	1/10/00	1/10/00
NO. 98	1/10/00	1/10/00
NO. 99	1/10/00	1/10/00
NO. 100	1/10/00	1/10/00

PREPARED FOR  
**COMMERCIAL DEVELOPMENT**  
 PROJECT SITE: 11111  
 11111



ROGOVOY CONSULTANTS  
 11111  
 11111

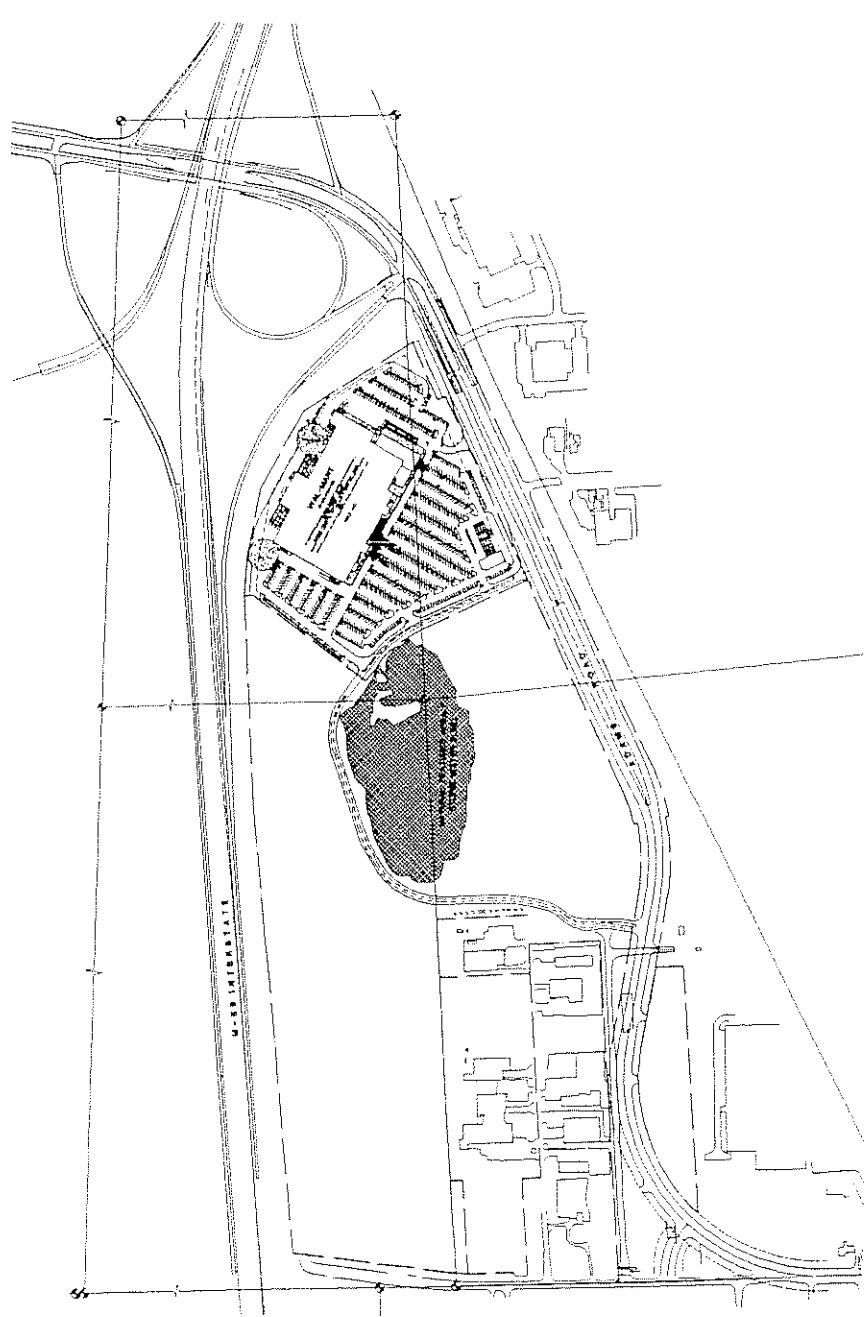


URANA  
 11111  
 11111

CONCEPTUAL SITE PLAN  
 11111  
 11111

NO. 02003  
 11111  
 11111

SPA-1



CONCEPTUAL SITE PLAN

SCALE: 1" = 200'-0"

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EXHIBIT 5

ADAMS ROAD CONCEPTUAL PLAN



PROPOSED ADAMS & UN-NAMED ROAD PARCEL

A PARCEL OF LAND LOCATED IN PART OF THE SOUTH 1/2 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 AND PROCEEDING THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF SAID SECTION 30, (AS MONUMENTED) S. 01°30'03" E. 385.17 FEET AND S. 02°03'12" E. 434.35 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A UN-NAMED PROPOSED ROAD, (120 FEET WIDE), AND POINT OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N. 87°56'48" E. 48.97 FEET AND 193.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 290.00 FEET, CENTRAL ANGLE 38°12'02" AND A CHORD THAT BEARS S. 72°57'21" E. 189.79 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED ADAMS ROAD (120 FEET WIDE) 811.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 880.00 FEET, CENTRAL ANGLE 52°48'17" AND A CHORD THAT BEARS N. 72°05'55" E. 782.62 FEET; S. 81°29'57" E. 516.90 FEET AND 402.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1340.00 FEET, CENTRAL ANGLE 17°13'42" AND A CHORD THAT BEARS N. 89°53'12" E. 401.41 FEET; THENCE N. 08°43'39" W. 15.00 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED ADAMS ROAD (VARIABLE WIDTH) 420.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1325.00 FEET, CENTRAL ANGLE 18°10'05" AND A CHORD THAT BEARS N. 72°11'19" E. 418.39 FEET AND N. 63°06'17" E. 1519.71 FEET; THENCE S. 24°35'28" E. 175.24 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PROPOSED ADAMS ROAD (VARIABLE WIDTH) 170.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 7680.00 FEET, CENTRAL ANGLE 01°16'30", AND A CHORD THAT BEARS S. 63°53'01" W. 170.91 FEET, S. 63°14'47" W. 668.47 FEET AND S. 63°10'09" W. 1179.23 FEET; THENCE N. 03°08'53" W. 118.59 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID PROPOSED ADAMS ROAD (120 FEET WIDE) 435.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1460.00 FEET, CENTRAL ANGLE 17°06'26" AND A CHORD THAT BEARS S. 89°56'50" W. 434.30 FEET, N. 81°29'57" W. 516.90 FEET AND 753.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 760.00 FEET, CENTRAL ANGLE 56°46'43" AND A CHORD THAT BEARS S. 70°06'42" W. 722.70 FEET; THENCE S. 85°38'28" W. 161.82 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF "PROPOSED" ADAMS ROAD (120 FEET WIDE) 56.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 880.00 FEET, CENTRAL ANGLE 03°42'07" AND A CHORD THAT BEARS N. 35°57'41" E. 56.85 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UN-NAMED ROAD THE FOLLOWING TWO (2) COURSES 101.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 170.00 FEET, CENTRAL ANGLE 34°12'43" AND A CHORD THAT BEARS N. 74°57'03" W. 100.01 FEET AND S. 87°56'48" W. 48.97 FEET TO THE WEST LINE OF SAID SECTION 30, (AS MONUMENTED); THENCE ALONG SAID WEST LINE OF SECTION 30 N. 02°03'12" W. 120.00 FEET TO THE POINT OF BEGINNING CONTAINING 13.55 ACRES MORE OR LESS.

NOTE: THE BEARING DATUM USED FOR THIS LEGAL DESCRIPTION IS PER METROPOLITAN TITLE COMPANY COMMITMENT NO. NO-320997 DATED: JUNE 8, 1999

REVISIONS			DESCRIPTION:	
ITEM	DATE	BY	PROPOSED ADAMS & UN-NAMED RD.	ROCHESTER HILLS MICHIGAN
			CLIENT: GRAND/SAKWA PROPERTIES, INC.	SCALE: 1" = 300'
			28470 13 MILE RD. SUITE 220	VER: "1" = N/A
			FARMINGTON HILLS, MI 48334	FIELD BOOK NO.
			<b>TERMET WOZNIAK</b>	JOB NO. 97144
			& ASSOCIATES	SHEET NO.
			CIVIL ENGINEERS & LAND SURVEYORS	2 OF 2
			28450 FRANKLIN ROAD	
			SOUTHFIELD, MICHIGAN 48034	
			(248) 352-8950	
DRAWN BY	DESIGNED BY	DATE		
AJ	TRP	05-25-05		



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that ROCHESTER HILLS CORPORATE CENTER, LLC, a Michigan limited liability company, whose address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334

Quit Claims to BOARD OF COUNTY ROAD COMMISSIONERS FOR COUNTY OF OAKLAND, whose address is 31001 Lahser Road, Beverly Hills, Michigan 48025, for realignment of Adams Road

the following described property situated in the City of Rochester Hills, County of Oakland, State of Michigan, to wit:

See Legal Description attached as Exhibit A

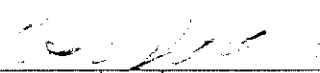
Grantor reserves unto itself, its successors and assigns, its servants, agents and contractors, and for all utility companies, the right to install all necessary utilities to service its remaining property within the right-of-way and easement areas to be defined; the right to enter upon the property for the purpose of construction, maintenance, inspection, repair and replacement of any utilities placed within the easement area and right-of-way; and to access any of Grantor's property for installation of plantings and improvements.

This instrument is exempt from Michigan Transfer Tax pursuant to MCLA 207.505(j) and MCLA 207.526(l).

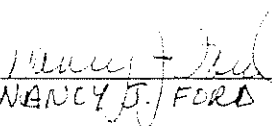
Dated effective this 3<sup>rd</sup> day of May, 2005.

WITNESSES:

ROCHESTER HILLS CORPORATE CENTER, LLC  
a Michigan limited liability company

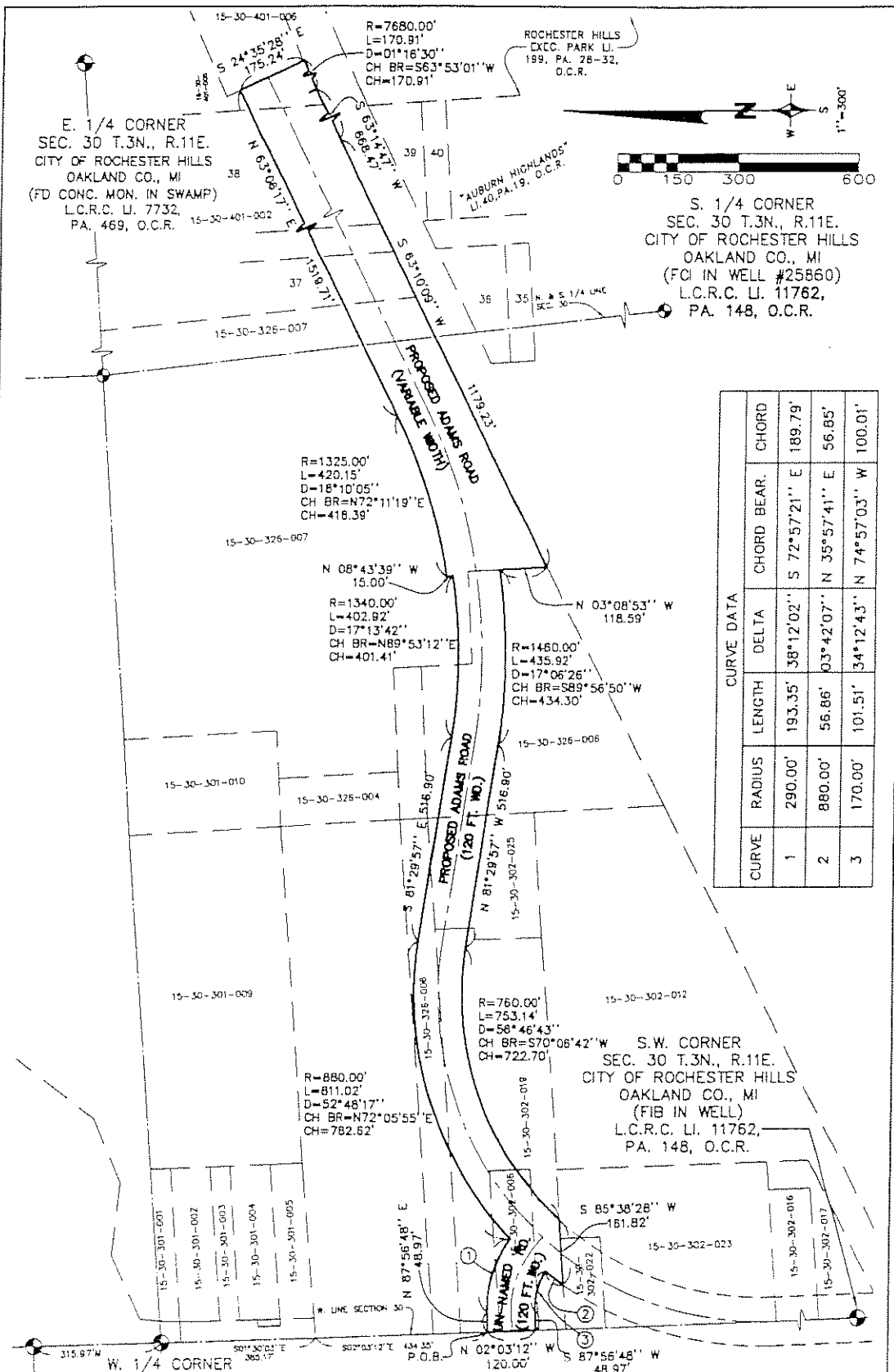
  
\_\_\_\_\_  
ROBERT A. JACOBS

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

  
\_\_\_\_\_  
NANCY J. FORD



**EXHIBIT A**



S. 1/4 CORNER  
SEC. 30 T.3N., R.11E.  
CITY OF ROCHESTER HILLS  
OAKLAND CO., MI  
(FCI IN WELL #25860)  
L.C.R.C. U. 11762,  
PA. 148, O.C.R.

CURVE	CURVE DATA			CHORD BEAR.	CHORD
	RADIUS	LENGTH	DELTA		
1	290.00'	193.35'	38°12'02"	S 72°57'21" E	189.79'
2	880.00'	56.86'	03°42'07"	N 35°57'41" E	56.86'
3	170.00'	101.51'	34°12'43"	N 74°57'03" W	100.01'

**NOTES:**  
1. FOR LEGAL DESCRIPTION, SEE SHEET 2 OF 2.  
2. THE BEARING & LEGAL DATUM USED FOR THIS SKETCH & LEGAL DESCRIPTION IS PER METROPOLITAN TITLE CO., COMMITMENT NO. 320997, DATED JUNE 8, 1999.


REVISIONS			CLIENT: GRAND/SAKWA PROPERTIES, INC. 28470 13 MILE RD. SUITE 220 FARMINGTON HILLS, MI 48334	SCALE HORIZ. 1" = 300' VERT. 1" = 40' FIELD BOOK NO.
ITEM	DATE	BY		
DRAWN BY AJ	DESIGNED BY TRP	DATE 05-25-05	<b>ZEMET WOZNIAK &amp; ASSOCIATES</b> CIVIL ENGINEERS & LAND SURVEYORS 28450 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 (248) 352-8950	

PROPOSED ADAMS & UN-NAMED ROAD PARCEL

A PARCEL OF LAND LOCATED IN PART OF THE SOUTH 1/2 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 AND PROCEEDING THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF SAID SECTION 30, (AS MONUMENTED) S. 01°30'03" E. 385.17 FEET AND S. 02°03'12" E. 434.35 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A UN-NAMED PROPOSED ROAD, (120 FEET WIDE), AND POINT OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N. 87°56'48" E. 48.97 FEET AND 193.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 290.00 FEET, CENTRAL ANGLE 38°12'02" AND A CHORD THAT BEARS S. 72°57'21" E. 189.79 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED ADAMS ROAD (120 FEET WIDE) 811.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 880.00 FEET, CENTRAL ANGLE 52°48'17" AND A CHORD THAT BEARS N. 72°05'55" E. 782.62 FEET; S. 81°29'57" E. 516.90 FEET AND 402.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1340.00 FEET, CENTRAL ANGLE 17°13'42" AND A CHORD THAT BEARS N. 89°53'12" E. 401.41 FEET; THENCE N. 08°43'39" W. 15.00 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED ADAMS ROAD (VARIABLE WIDTH) 420.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1325.00 FEET, CENTRAL ANGLE 18°10'05" AND A CHORD THAT BEARS N. 72°11'19" E. 418.39 FEET AND N. 63°06'17" E. 1519.71 FEET; THENCE S. 24°35'28" E. 175.24 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PROPOSED ADAMS ROAD (VARIABLE WIDTH) 170.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 7680.00 FEET, CENTRAL ANGLE 01°16'30", AND A CHORD THAT BEARS S. 63°53'01" W. 170.91 FEET, S. 63°14'47" W. 668.47 FEET AND S. 63°10'09" W. 1179.23 FEET; THENCE N. 03°08'53" W. 118.59 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID PROPOSED ADAMS ROAD (120 FEET WIDE) 435.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1460.00 FEET, CENTRAL ANGLE 17°06'26" AND A CHORD THAT BEARS S. 89°56'50" W. 434.30 FEET, N. 81°29'57" W. 516.90 FEET AND 753.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 760.00 FEET, CENTRAL ANGLE 56°46'43" AND A CHORD THAT BEARS S. 70°06'42" W. 722.70 FEET; THENCE S. 85°38'28" W. 161.82 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF "PROPOSED" ADAMS ROAD (120 FEET WIDE) 56.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 880.00 FEET, CENTRAL ANGLE 03°42'07" AND A CHORD THAT BEARS N. 35°57'41" E. 56.85 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UN-NAMED ROAD THE FOLLOWING TWO (2) COURSES 101.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 170.00 FEET, CENTRAL ANGLE 34°12'43" AND A CHORD THAT BEARS N. 74°57'03" W. 100.01 FEET AND S. 87°56'48" W. 48.97 FEET TO THE WEST LINE OF SAID SECTION 30, (AS MONUMENTED); THENCE ALONG SAID WEST LINE OF SECTION 30 N. 02°03'12" W. 120.00 FEET TO THE POINT OF BEGINNING CONTAINING 13.55 ACRES MORE OR LESS.

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			CLIENT: GRAND/SAKWA PROPERTIES, INC. 28470 13 MILE RD. SUITE 220 FARMINGTON HILLS, MI 48334	
			 CIVIL ENGINEERS & LAND SURVEYORS 28450 FRANKLIN ROAD SOUTHFIELD, MICHIGAN 48034 (248) 352-8950	
SCALE	HORIZ. 1" = 300'			
VERT. 1" = N/A	FIELD BOOK NO.			
DRAWN BY			JOB NO.	
DESIGNED BY			97144	
DATE			SHEET NO.	
AJ	TRP	05-25-05	2 OF 2	