

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. [HALA JARBOU]

Defendant.

[REDACTED] (P[REDACTED])

[REDACTED]

Attorneys for Grand/Sakwa

[REDACTED]

[REDACTED], MI 48[REDACTED]

[( ) - ]

[REDACTED] (P[REDACTED])

[REDACTED]

Attorneys for Defendant

[REDACTED]

[REDACTED], MI 48[REDACTED]

[( ) - ]

**STIPULATION AND ORDER FOR  
AMENDMENT TO CONSENT JUDGMENT**

NOW COME Plaintiff, Grand/Sakwa Acquisitions, LLC, by and through their counsel, [REDACTED], and the Defendant, City of Rochester Hills, by and through their counsel [REDACTED], and hereby stipulate and agree as follows:

1. This Honorable Court did enter a certain Consent Judgment between the parties to this action on April 3, 2003 (the "Original Consent Judgment"), upon motion and hearing by the City.

2. This Honorable Court did enter a certain First Amendment to Consent Judgment on May 26, 2005, a certain Second Amendment to Consent Judgment on November 25, 2005, a

certain Third Amendment to Consent Judgment on April 19, 2007, a certain Fourth Amendment to Consent Judgment on March 8, 2008, and a certain Fifth Amendment to Consent Judgment on February 25, 2009, all upon motion and hearing by the City (collectively, the “Amendments” and, together with the Original Consent Judgment, the “Consent Judgment”).

3. The parties to this action now desire that the Consent Judgment be further amended by the Sixth Amendment to Consent Judgment attached hereto as **Exhibit “A”**.

4. The Sixth Amendment to Consent Judgment incorporates by reference all terms and conditions of the Consent Judgment, as amended, except as modified within such Sixth Amendment.

5. This Stipulation is based upon the reasons placed on the Record before this Court on \_\_\_\_\_, 2018.

\_\_\_\_\_  
[ ] (P\_\_\_\_\_)   
Attorney for Plaintiff

\_\_\_\_\_  
[ ] (P\_\_\_\_\_)   
Attorney for Defendant

**ORDER**

At a session of said Court, held in the Courthouse, City  
Of Pontiac, State of Michigan, on \_\_\_\_\_, 2018

Present: Honorable [Hala Jarbou], 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 AND ADJUDGED that the Sixth Amendment to Consent Judgment, which incorporates the terms of the Consent Judgment except as set forth and modified within such Sixth Amendment, is entered by this Court on this date.

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CIRCUIT COURT JUDGE

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. [HALA JARBOU]

Defendant.

[REDACTED] (P[REDACTED])  
[REDACTED]

Attorneys for Grand/Sakwa

[REDACTED]  
[REDACTED], MI 48[REDACTED]  
[( ) - ]

[REDACTED] (P[REDACTED])  
[REDACTED]

Attorneys for Defendant

[REDACTED]  
[REDACTED], MI 48[REDACTED]  
[( ) - ]

**SIXTH AMENDMENT TO CONSENT JUDGMENT**

At a session of said Court, held in the Courthouse, City  
of Pontiac, State of Michigan on \_\_\_\_\_, 2018

Present: Honorable [Hala Jarbou], Circuit Judge

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

**RECITALS AND PREAMBLE**

A. This Sixth Amendment to Consent Judgment modifies the Consent Judgment entered by this Court on April 3, 2003 (the "Original Consent Judgment"), which was amended by a First Amendment to Consent Judgment entered by this Court on May 26, 2005, a Second Amendment to Consent Judgment entered by this Court on November 25, 2005, a Third

Amendment to Consent Judgment entered by this Court on April 19, 2007, a Fourth Amendment to Consent Judgment entered by this Court on March 8, 2008, and a Fifth Amendment to Consent Judgment entered by this Court on February 25, 2009 (collectively, the “Amendments” and, together with the Original Consent Judgment, the “Consent Judgment”).

B. Kostal Kontakt Systeme, Inc., a company incorporated under the laws of Michigan referred to herein as “KKS,” proposes to purchase the property legally described as **Exhibit “1”** attached hereto and incorporated herein as part of this Sixth Amendment to Consent Judgment (the “KKS Property”), which such KKS Property is subject to the Consent Judgment, and develop such KKS Property with certain improvements including a building not exceeding 260,000 square feet in ground floor building area, to be used for KKS’s light manufacturing, warehouse, distribution, and office purposes.

C. Attached hereto as **Exhibit “2”** is a Supplemental Conceptual Site Plan C-[5], referred to herein as the “KKS Site Plan,” which KKS Site Plan is incorporated as part of the Consent Judgment and this Sixth Amendment thereto. Any reference in the Consent Judgment to the Conceptual Site Plan shall be deemed to include, without limitation, the KKS Site Plan.

D. Attached hereto as **Exhibit “3”** is the legal description for a certain portion of property that is subject to the Consent Judgment, referred to herein as the “MRHPE Property,” which is currently owned by The Marketplace of Rochester Hills Parcel E LLC, a limited liability company incorporated under the laws of Michigan referred to herein as “MRHPE”, and its affiliates, being Marketplace of Rochester Hills LLC, a limited liability company incorporated under the laws of Michigan referred to herein as “MRH”, and Rochester Hills Corporate Center, L.L.C., a limited liability company incorporated under the laws of Michigan referred to herein as “RHCC”, and collectively, with MRHPE and MRH, the “Grand/Sakwa Owners”.

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

1. The Consent Judgment 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 Sixth Amendment to Consent Judgment which shall control in the event of any conflict or ambiguity with the Consent Judgment.

2. Notwithstanding the provisions of the Original Consent Judgment or of any other provision of or amendment to the Consent Judgment to the contrary, the 800,000 square feet of maximum ground floor building area limitation applicable to the overall property subject to the Consent Judgment as established pursuant to page 4 of the Original Consent Judgment is hereby modified to increase such limitation to be 840,000 square feet of maximum ground floor building area (i.e., building “footprint” area), which shall be applicable to the overall property subject to the Consent Judgment.

3. KKS or its affiliate shall be permitted to construct a building for its light manufacturing, warehouse/distribution, and office uses of up to a total of 260,000 square feet of ground floor building area (the “KKS Building”) on the KKS Property and in the location generally depicted on the KKS Site Plan. Construction and development of the KKS Site Plan shall be subject to the 840,000 square feet maximum ground floor building area limitation applicable to the property subject to the Consent Judgment as permitted pursuant to paragraph 2 of this Sixth Amendment to Consent Judgment, and Grand/Sakwa or its successor or assign shall reserve for and allocate to KKS, as the owner of the KKS Property, 260,000 square feet of ground floor building area out of the 840,000 square feet of maximum ground floor building area that remains available under the aforesaid limitation.

4. Grand/Sakwa, Grand/Sakwa Owners and/or their successor or assign shall be permitted to construct up to a total of 57,000 square feet of ground floor building area on the MRHPE Property, and shall reserve for and allocate solely to MRHPE Property, 57,000 square feet of ground floor building area out of the 840,000 square feet of maximum ground floor building area that remains available under the aforesaid limitation.

5. Notwithstanding the provisions of Section 1.(i) of the Original Consent Judgment or of any other provision of or amendment to the Consent Judgment to the contrary, Grand/Sakwa, Grand/Sakwa Owners and/or and their successor or assign shall not be permitted to develop or construct a hotel on the MRHPE Property, and KKS and its successor or assign shall not be permitted to develop or construct a hotel on the KKS Property.

6. Notwithstanding the provisions of Section 3.A. of the Original Consent Judgment or of any other provision of or amendment to the Consent Judgment to the contrary, the section of the KKS Building to be constructed for warehouse/distribution use shall be permitted to have a maximum height of up to sixty (60) feet plus up to five (5) feet for parapet to screen roof mounted mechanical and HVAC units and/or architectural features, all as generally depicted on the KKS Site Plan.

7. Notwithstanding the provisions of Section 3.A. of the Original Consent Judgment or of any other provision of or amendment to the Consent Judgment to the contrary, neither Grand/Sakwa, Grand/Sawka Owner, nor their successor or assign shall be permitted to build a structure of greater than two (2) stories (i.e., measured as thirty (30) feet from grade to the bottom of the roof trusses for any structure used for industrial and/or warehouse purposes, and twenty five (25) feet from grade to the midpoint of the gable, and an additional five (5) feet for architectural

embellishments, for any structure used for any other commercial purpose) on the MRHPE Property.

8. Notwithstanding the provisions of Section 5.E. of the Original Consent Judgment or of any other provision of or amendment to the Consent Judgment to the contrary, KKS or its affiliate shall be permitted to install one (1) freestanding monument sign in the front yard of the property, as generally depicted on the KKS Site Plan. The design of the identification or entry sign shall conform to the requirements for monument signs in Section 134-181 of the City's Sign Ordinance. KKS or its affiliate also shall be permitted to install any other sign permitted under the Original Consent Judgment or any amendment thereto or any ordinance of the City. The design of any KKS sign shall be approved by the City Council, which approval shall not be unreasonably delayed or withheld.

9. Notwithstanding the provisions of Section 6.(b) of the Original Consent Judgment or of any other provision of or amendment to the Consent Judgment to the contrary, KKS or its affiliate shall be permitted to use metal panels as the building material for the exterior walls of the building, as generally depicted on the KKS Site Plan.

10. Notwithstanding the provisions of Section 6.(c) of the Original Consent Judgment or of any other provision of or amendment to the Consent Judgment to the contrary, KKS or its affiliate shall be permitted to construct entrances to the building without canopies or awnings, as generally depicted on the KKS Site Plan.

11. All references in this Sixth Amendment to Consent Judgment to the KKS Site Plan are solely for the purposes of depicting, generally, the development to be constructed on the property identified thereon; accordingly, changes may be made to the KKS Site Plan so long as



such changes do not violate the terms of the Consent Judgement, as amended by this Sixth Amendment to Consent Judgment.

12. This Sixth Amendment shall only become effective and enforceable upon the date that KKS or its affiliate becomes the fee owner of the KKS Property. Thereafter, in the event KKS does not develop the site to substantial completion of Phase 1 of the KKS Site Plan within seven (7) years of such date, this Sixth Amendment shall be voidable at the City's option, and the City shall be entitled to a court order, upon filing an appropriate motion to void paragraphs 1, 3, and 5 - 10 of the Sixth Amendment; provided, however, that in no event shall the provisions of paragraph 2 and 4 of this Sixth Amendment be voidable at the City's option, and the provisions of paragraph 2 and 4 of this Sixth Amendment shall remain in full force and effect irrespective of the improvements made on the KKS Property, including but not limited to completion of the KKS Site Plan.

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

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CIRCUIT COURT JUDGE

Approved as to form and content:

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[REDACTED] (P[REDACTED])  
Attorney for Plaintiff

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[REDACTED] (P[REDACTED])  
Attorney for Defendant

EXHIBIT "1"

KKS PROPERTY

LEGAL DESCRIPTION

TAX ID NUMBER(S): 15-30-176-005, 15-30-301-039

LAND SITUATED IN THE CITY OF ROCHESTER HILLS IN THE COUNTY OF OAKLAND IN THE STATE OF MI

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWN 3 NORTH, RANGE 11 EAST, 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 NORTH 85°49'02" EAST MEASURED (NORTH 85°47'28" EAST 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 NORTH 85°49'02" EAST, 51.69 FEET MEASURED (NORTH 85°47'28" EAST 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 NORTH 04°23'53" EAST, 85.84 FEET; THENCE NORTH 16°05'49" EAST, 384.27 FEET; THENCE NORTH 51°37'46" EAST, 397.19 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY (VARIABLE WIDTH) NORTH 82°38'32" EAST, 267.89 FEET; THENCE SOUTH 07°21'28" EAST, 427.32 FEET; THENCE SOUTH 19°54'22" WEST, 21.42 FEET; THENCE SOUTH 07°21'28" EAST, 615.29 FEET; THENCE SOUTH 85°38'52" WEST, 862.44 FEET; THENCE NORTH 01°30'03" WEST, 80.04 FEET ALONG THE CENTERLINE OF OLD ADAMS ROAD (VARIABLE WIDTH), SAID LINE ALSO BEING THE WEST PROPERTY CONTROLLING LINE OF SAID SECTION 30; THENCE NORTH 85°38'52" EAST, 33.04 FEET; THENCE NORTH 01°30'03" WEST, 54.78 FEET; THENCE NORTH 85°35'52" EAST, 17.02 FEET; THENCE NORTH 01°30'03" WEST, 146.14 FEET; THENCE 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 NORTH 00°33'17" EAST, 99.30 FEET TO THE POINT OF BEGINNING.

CLIENT REFERENCE: LAND AT MARKETPLACE OF ROCHESTER HILLS, ROCHESTER HILLS, MI 48309

# EXHIBIT "2"

## KKS SITE PLAN

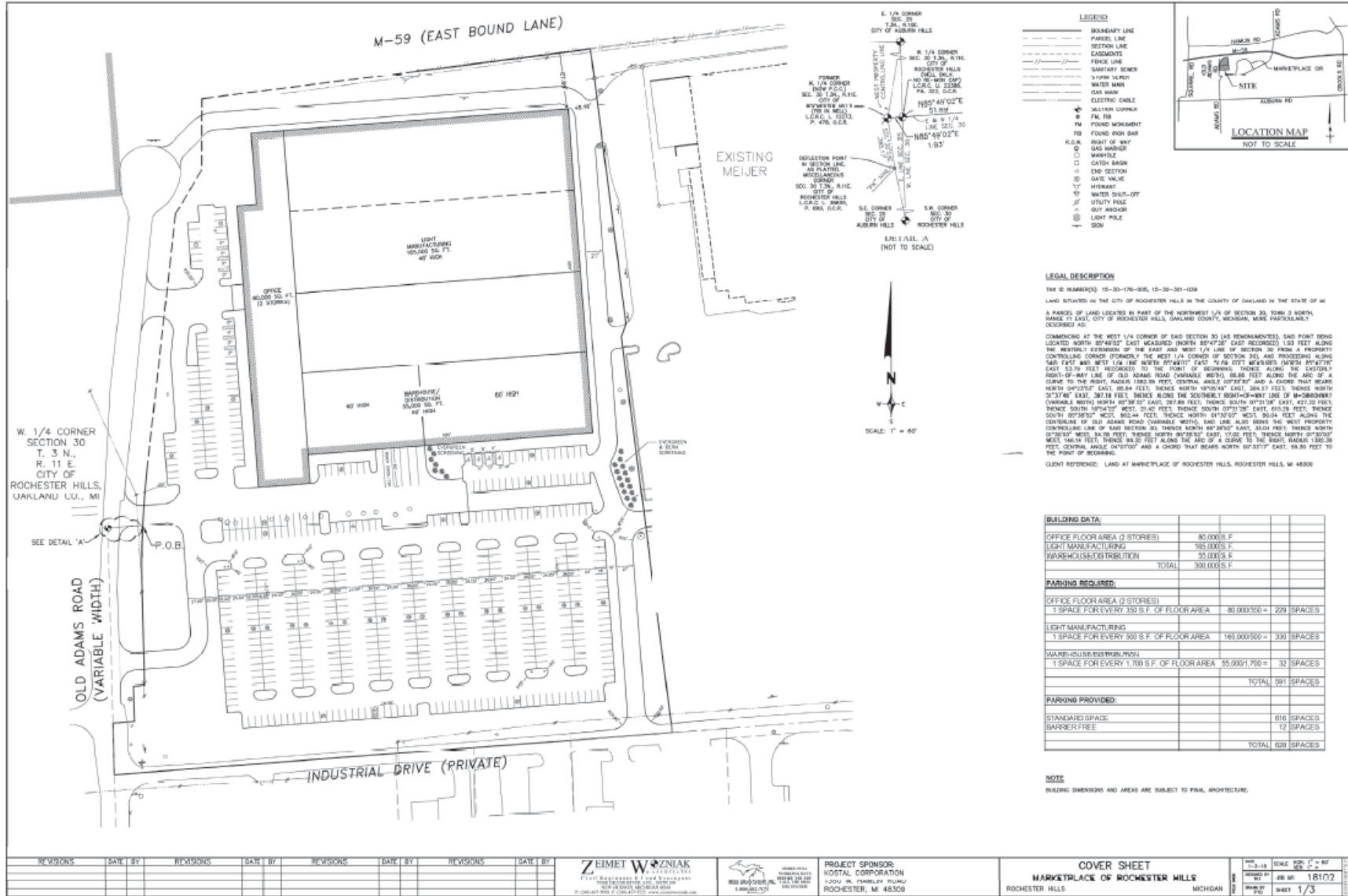


EXHIBIT "3"

MRHPE PROPERTY

Part of Parcel 10 (Resultant Parcel):

A PARCEL OF LAND LOCATED IN 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 (AS REMONUMENTED) OF SAID SECTION 30 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 SECTION 30) AND PROCEEDING ALONG SAID EAST AND WEST 1/4 LINE N. 85°49'02" E. 821.80 FEET; THENCE S. 07°21'28" E. 66.85 FEET TO THE POINT OF BEGINNING; 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°40'08", AND A CHORD THAT BEARS S. 71°01'17" E. 40.12 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH) THE FOLLOWING FIVE (5) COURSES: 1) S. 11°53'53" E. 81.82 FEET, 2) 161.58 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 470.00 FEET, CENTRAL ANGLE 19°41'53", AND A CHORD THAT BEARS S. 02°03'02" E. 160.79 FEET, 3) S. 07°47'53" W. 121.81 FEET, 4) 143.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 470.00 FEET, CENTRAL ANGLE 17°27'04", AND A CHORD THAT BEARS S. 16°31'26" W. 142.60 FEET AND 5) 57.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 530.00 FEET, CENTRAL ANGLE 06°09'52, AND A CHORD THAT BEARS S. 22°10'03" W. 56.99 FEET; THENCE N. 79°54'04" W. 58.24 FEET; THENCE N. 82°12'07" W. 164.66 FEET; THENCE N. 08°30'03" E. 141.36 FEET; THENCE 194.39 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 S. 85°38'52" W. 83.16 FEET ALONG THE CENTERLINE OF A 60 FOOT WIDE INGRESS AND EGRESS EASEMENT FOR A PRIVATE ROAD KNOWN AS INDUSTRIAL DRIVE; THENCE N. 07°21'28" W. 310.95 FEET TO THE POINT OF BEGINNING CONTAINING 6.58 ACRES MORE OR LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Part of Tax Parcel No.: 15-30-301-039

Parcel 11:

T3N, R11E, SEC 30 PART OF SW 1/4 BEG AT PT DIST S 85-49-02 W 1.93 FT TO PREV PROP CONTROLLING COR & S 01-30-03 E 385.17 FT & S 02-03-12 E 295.34 FT FROM REMON W 1/4 COR, TH N 85-38-28 E 945.60 FT, TH S 02-02-36 E 19.43 FT, TH ALG CURVE TO LEFT, RAD 880 FT, CHORD BEARS S 70-53-56 W 749.44 FT, DIST OF 774.16 FT, TH ALG CURVE TO LEFT, RAD 290 FT, CHORD BEARS N 72-57-21 W 189.79 FT, DIST OF 193.35 FT, TH S 87-56-48 W 48.97 FT, TH N 02-03-12 W 139.01 FT TO BEG 1.75 ACRES.

Tax Parcel No.: 15-30-302-039

Parcel 12:

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) 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 ADAMS ROAD (VARIABLE WIDTH) THE FOLLOWING TWO (2) COURSES: 1) S. 01°30'03" E. 385.17 FEET AND 2) S. 02°03'12" E. 554.35 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE ADAMS ROAD RIGHT-OF-WAY: 1) N. 87°56'48" E. 48.97 FEET, 2) 101.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 170.00 FEET, CENTRAL ANGLE 34°12'43", AND A CHORD THAT BEARS S. 74°57'03" E. 100.01 FEET, 3) 56.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 880.00 FEET, CENTRAL ANGLE 03°42'07", AND A CHORD THAT BEARS S. 35°57'41" W. 56.85 FEET; THENCE S. 85°38'28" W. 109.64 FEET TO A POINT ON SAID PROPERTY CONTROLLING LINE AND CENTERLINE OF ADAMS ROAD; THENCE ALONG SAID CENTERLINE AND PROPERTY CONTROLLING LINE N. 02°03'12" W. 78.61 FEET TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRES OF LAND, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Tax Parcel No.: 15-30-302-030