

**CHARTER TOWNSHIP OF COMMERCE
DOWNTOWN DEVELOPMENT AUTHORITY**

**Tuesday, June 21, 2011
Commerce Township Hall
2009 Township Drive
Commerce Township, MI 48390
12:00 p.m.**

CALL TO ORDER:

The Meeting was called to order by Chairperson Gotts at 12:03 p.m.

Downtown Development Authority:

Present: Kathleen Jackson, DDA Director
Jim Gotts, Chairperson
Mark Stacey, Member
David Smith, Member
Patrick Dohany, Member
Brian Winkler, Member
Thomas Zoner, Supervisor

Absent: Dan Lublin, Vice Chairperson
Jose Mirkin, Member
Christin Skikun, Member

Also Present: Thomas Rauch, DDA Attorney
Matt Schwantz, Giffels-Webster
Susan Gross, DDA Treasurer
Daniel Munro, DDA Secretary
Vanessa Magner, Deputy Township Clerk

Item 1: Approval of Minutes

MOTION by Dohany, second by Zoner, to approve the Regular Meeting Minutes of May 17, 2011 meeting as presented.

MOTION CARRIED UNANIMOUSLY

Item 2: Public Comments - None

Item 3: Resolution for Sandra Motz -- No Action taken

Item 4: Director's Report

Update of Activities – Jackson summarized an update of DDA activities including; Bi weekly construction meetings have been set up for the second and fourth Monday of each month to answer questions, coordinate efforts and review any additional pay items and payment of such. The first meeting was held June 13th and was very helpful. Temporary slip lane should be ready soon (weather permitting).

Chairman Jim Gotts, Finance Committee Chair Mark Stacey and Director Jackson met with the Township Board on Tuesday, June 14th with several budget amendments. The bottom line looks promising for the balance of this year.

The irrigation heads have all been repaired and Martin Parkway was cut this past week. Some wiring still needs to be completed; however, until then the irrigation contractor will be out manually starting the system.

We are in the process of getting a bid for graffiti removal on the bridge area and a coating put on the bridge to make removal of any future graffiti easier.

MOTION by Zoner, second by Dohany, to direct Director Jackson to go out for bids on removal of graffiti and seal coating. **MOTION CARRIED UNANIMOUSLY**

MOTION by Zoner, second by Stacey, to approve a Resolution ratifying Budget Amendments presented by the DDA finance committee approved by the Township Board on Tuesday, June 14, 2011. **MOTION CARRIED UNANIMOUSLY**

Item 5: Attorney's Report –Rauch discussed the Library conveyance agreement and associated resolution presented to the DDA. Discussed purpose of conveyance to assure title prior to investing renovation funds. Conveyance will take place after the appropriate land division and roadway dedication has taken place.

Stacey and Smith discussed a possible reverter clause or an option to recoup revenue by selling the property to the Township.

MOTION by Stacey, second by Winkler, to approve and authorize the appropriate signatures for the Library Conveyance Agreement presented to the DDA and previously approved by the Township Board on Tuesday, June 14, 2011. **MOTION CARRIED UNANIMOUSLY**

Rauch discussed a Highway Easement, drafted by Ron Reynolds (with descriptions from GWE) to the Township, for subsequent dedication to Oakland County, for the portion of Martin Parkway from PGA Drive south to Pontiac Trail.

Rauch further described the existing procedure and previous board resolutions providing certain authority to the DDA Director and authority for the DDA Chair, Vice Chair, Treasurer, or Secretary to sign documents, contracts and official documents, without the necessity for the countersignature of the secretary.

MOTION by Zoner, second by Stacey, to approve the highway easement as presented, with such changes as may be requested or required by the Township and/or Oakland County; and to authorize the execution of the final documents by any one of the DDA Chairman, Vice Chairman, Secretary, Treasurer or Director. **MOTION CARRIED UNANIMOUSLY**

Item 6: Engineer's Report – Schwanitz gave an update including; Barrels will be up by Friday, June 24th and construction will begin to accelerate. Currently the project is 3 days behind schedule. RCOC is working to keep the contractor's focus on the construction specifications to keep the work within scope. Meetings have been helpful to keep an eye on expenses.

Item 7: Committee Reports

- A. Finance Committee - No update
- B. Public Relations Committee -- No update
- C. Marketing Committee -- No update; meeting scheduled for June 30, 2011.

Item 8: Approval of Warrants and Financial Report

MOTION by Dohany, second by Zoner to approve the Warrants and Financial Report as presented with add-ons.

MOTION CARRIED UNANIMOUSLY

Item 11: Other Matters

Other Matters: Stacey asked about the relocation of the Library sign (\$1200 expense) and thought the Library should pay for the relocation. Kingstowne sign also relocated. Jackson discussed signage strategy.

2300 Welch rental property will be posted with a Notice to Quit for past due rent. Subsequent notifications will come from the district court in Novi.

Punch list will be prepared for repair and maintenance items at the DDA rental properties.

MOTION by Winkler, second by Smith to adjourn.

MOTION CARRIED UNANIMOUSLY

Meeting adjourned at 1:18 p.m.

A handwritten signature in black ink, appearing to read 'Daniel Munro', with a large, stylized flourish at the beginning.

Daniel Munro, Commerce Township Clerk
DDA Secretary

COMMERCE TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY
2009 Township Drive
Commerce Township, Michigan 48390

RESOLUTION

At a regular meeting of the Board of Directors of the Commerce Township Downtown Development Authority, County of Oakland, Michigan, held on June 21, 2011, in the Commerce Township Hall at 12:00 Noon.

PRESENT: James Gotts, Thomas Zoner, David Smith, Patrick Dohany, Mark Stacey and Brian Winkler

ABSENT: Elizabeth Skikun, Daniel Lublin and Jose Mirkin

The following preamble and resolutions were offered by Mark Stacey; and supported by Brian Winkler:

WHEREAS, The Commerce Township Downtown Development Authority (“DDA”) has, under the Fifth Amended Development Plan and Fifth Amended Tax Increment Financing Plan for Development Area No 1 dated August 2, 2006, approved, among other projects, the construction of Martin Parkway from Oakley Park Road to Pontiac Trail, the construction of roundabouts and other roadway infrastructure and related improvements, and the renovation of the former El Dorado Golf Course clubhouse for use by Commerce Township as the Township Library, all pertaining to the development of the DDA’s land totaling approximately 350 acres and located in Section 24 of the Township (the “Project”).

WHEREAS, in connection with the Project, the DDA purchased the El Dorado Golf Course and HCMA Property, which included the golf course clubhouse, a portion of which was then utilized by the DDA as a golf course and subsequently converted by the Township into the Township Library (such portion the “Property”); and

WHEREAS, the DDA wishes to convey title to the Property, including the renovated building, together with the adjacent parking area and surrounding land to the Township, as provided in a Real Estate Conveyance Agreement the form of which was presented to the DDA Board, a copy of which is attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, The Property will be conveyed at the time that the new roundabout at Pontiac Trail and Martin Parkway are dedicated to the Road Commission for Oakland County.

NOW, THEREFORE, BE IT RESOLVED that the DDA Board authorizes any one of the Chairperson, Vice Chairperson, Secretary, Treasurer or DDA Director, to execute the Agreement and any and all other documents that are required to implement the conveyance of the Property to the Township, as envisioned by these Resolutions and to take such other actions and execute such other documents as may be required or are otherwise deemed necessary or desirable in the discretion of any of the foregoing authorized persons, to cause the conveyance of

the Property and all related matters and/or to comply with any applicable law or ordinance, including but not limited to implementing an appropriate land division for the Property from other land comprising the Project and to comply with all other state, county or municipal requirements in connection therewith, and/or to effectuate the intents and purposes hereof; and

BE IT FURTHER RESOLVED, that the DDA Board hereby ratifies the negotiation, terms and execution of the Agreement for conveyance of the Property and all related documents and the actions of the DDA Director and DDA attorneys to implement the intents and purposes hereof.

MOTION by Mark Stacey

SECOND by Brian Winkler

MOTION UNANIMOUSLY CARRIED BY VOICE VOTE

June 21, 2011

691283

REAL ESTATE CONVEYANCE AGREEMENT

THIS REAL ESTATE CONVEYANCE AGREEMENT ("Agreement") is made as of the ____ day of June, 2011 (the "Effective Date"), by the Commerce Township Downtown Development Authority, a Michigan public body corporate, whose mailing address is 2009 Township Drive, Commerce Township, Michigan 48390 ("Grantor") and the Charter Township of Commerce, a Michigan municipal corporation ("Grantee"), whose mailing address is 2009 Township Drive, Commerce Township, Michigan, 48390, as follows:

1. **Agreement to Convey and Purchase Price.** In consideration of the covenants, conditions and promises contained herein, the adequacy of which is hereby acknowledged, Grantor hereby agrees to convey to the Grantee fee simple interest in the real property described as the "Library Parcel" on page 5 of the attached **Exhibit A**, located in Commerce Township, Oakland County, Michigan (the "Property"), after the occurrence of the Contingencies (as defined below) and subject to the terms and conditions stated in this Agreement. The purchase price shall be \$1.00.

2. **Closing.** The conveyance shall occur within ten (10) days following satisfaction of the two (2) Contingencies set forth below, by execution and delivery by the Grantor of the Warranty Deed attached hereto as **Exhibit B**.

3. **Contingencies.** The conveyance shall occur after satisfaction of the following two (2) contingencies a/k/a conditions precedent (the "Contingencies"):

- a. **Road Dedication.** This Agreement is contingent upon the dedication of Martin Parkway. Grantor shall complete, or cause to be completed, construction of "Proposed Martin Parkway", from Pontiac Trail at the south, to Oakley Park at the north, as depicted in part on the Parcel Split plans attached hereto as **Exhibit A**. Said dedication shall include the dedication of connecting roundabouts, shall include traffic controls and related improvements and infrastructure necessary to facilitate dedication to the Road Commission for Oakland County, and shall dedicate Proposed Martin Parkway to the Road Commission for Oakland County, and said dedication shall meet the access requirements of the Charter Township of Commerce Land Division Ordinance applicable to exempt divisions of property.
- b. **Land Division.** This agreement is contingent upon the approval of the land division to split the Property from the parent parcels. As soon as reasonably possible after dedication of Proposed Martin Parkway to the Road Commission for Oakland County, Grantor shall complete a Land Division Application for the Charter Township of Commerce requesting approval of the division of the four parcels from which the Property is divided and assembled. The Grantee shall fully cooperate in the land division.
- c. **Fulfillment of Contingencies.** Upon approval of the land division and dedication as described above, the Grantor shall immediately notify the Grantee that all the Contingencies have been satisfied, and that the Grantor is prepared to proceed to Closing. Email may be used as a delivery method for this notice. If the

Contingencies are not fulfilled by June 1, 2012, then the parties may terminate this Agreement.

4. **Occupancy.** Grantee shall retain the right to use and possession of the Property during the term of the Agreement for so long as Grantee (a) continues to operate the Commerce Township Community Library at the Property and (b) continues to provide such ordinary maintenance and repair to the Property as the Grantee may, in its sole discretion, deem necessary and appropriate to such operation. Grantee's operation and maintenance is hereby acknowledged to be material consideration for execution of this Agreement.

5. **Access.** Until such time as Proposed Martin Parkway has been dedicated to, and accepted as a public road by, the Road Commission for Oakland County, Grantor shall provide Grantee, its employees, agents, guests and invitees, with continued and uninterrupted ingress and egress to the Property via (1) the Access Easement, as described on page 5 of Exhibit A, or (2) the way commonly known and generally described as the "Gravel Road" generally as depicted on Exhibit C, which currently provides temporary ingress and egress from Pontiac Trail to the Property. Until the Closing, Grantor shall maintain such Access Easement and Gravel Road in as good of condition as maintained on the Effective Date. Upon dedication of Proposed Martin Parkway, Grantee may terminate Grantor's access to the Gravel Road.

6. **Title Insurance.** Grantee shall order a commitment for an owner's title insurance policy without standard exceptions, from Seaver Title Agency (the "Title Insurance Company") in the amount of the purchase price (\$1.00), showing title to the Property in Grantor's name. If the title commitment discloses that Grantor's title is not good and marketable and Grantee notifies Grantor of such, Grantor shall have the later of the following to cure such defect(s) or to insure over said defect(s): (a) thirty (30) days from the date of the commitment and Grantee's notice or (b) ten (10) days after the fulfillment of the Contingencies. If such defects or exceptions are not cured or insured over within the referenced thirty (30) days or referenced ten (10) days, Grantee may, by written notice, elect to: (a) waive such exceptions/defects and take title to the Property subject to the exceptions/defects; (b) extend for thirty (30) days the period within which Grantor may cure such defects (provided, however, that if Grantor shall not have cured or insured over such defects within such thirty (30) day extension period, Grantee may elect to exercise the remedies contained in either (a) or (c) of this paragraph); or (c) terminate this Agreement, in which case the Agreement shall become null and void.

7. **Title and Costs.** Within ten (10) days after all the Contingencies have been satisfied, Grantor shall convey to Grantee good, marketable and indefeasible fee simple title to the Property by the general warranty deed attached as Exhibit B. Grantee shall pay any closing costs charged by the title insurance company, the cost of any title endorsements requested, the cost to record all deeds and other documents, and all transfer taxes, if any. The Grantee shall pay the base title insurance premium and the Grantor shall pay the cost to prepare the survey exhibits. Upon request by a party under this Agreement, the parties shall execute a closing statement evidencing the payment of costs in accordance with this Agreement.

8. Taxes and Assessments. All general real property taxes (including any interest and penalties and any amounts necessary to redeem the Property from any tax sales), and all special assessments (including all unpaid installments), due and payable on the Property prior to the Closing shall be paid by Grantor. All general real property taxes (including any interest and penalties and any amounts necessary to redeem the Property from any tax sales) and all special assessments (including all unpaid installments), due and payable on the Property after the Closing shall be paid by Grantee. There shall be no proration of property taxes at Closing.

9. Default. If Grantor defaults, Grantee may elect either (1) to terminate the Agreement by written notice to the Grantor, in which event the Agreement shall become null and void and neither party shall have any further obligation hereunder; or (2) to seek specific performance of the Grantor's obligations under the Agreement. If Grantee defaults, Grantor may terminate the Agreement by written notice to the Grantee, in which case Grantor can retain title to the Property and neither party shall have any further obligation hereunder.

10. Possession. Grantee is currently in possession of the Property and shall remain in possession, as set forth herein including as conditioned by Section 4, rent free, until the Closing. After the closing, Grantee shall remain in possession as owner of the Property.

11. Representations and Warranties. Grantor represents and warrants to Grantee that, as of the Effective Date of the Agreement: (a) Grantor holds and can convey good, marketable and indefeasible fee simple title to the Property; (b) to the knowledge of Grantor, the Property is free of all construction or mechanic's liens, and Grantor has not commenced any construction or taken any other action which could result in such a lien except for the following: the construction of Martin Parkway and related projects, and cement work; (c) Grantor has not received any notice to the knowledge of Grantor and has no knowledge that any government agency, body or subdivision thereof, or any employee or official considers the Property to have violated or be violating any applicable zoning ordinance or regulation, building code or other law, ordinance, rule, regulation or order, or that any investigation has been commenced respecting any possible violation thereof; (d) Grantor has not entered into any other agreements, oral or written, and is not subject to any judgment or decree of any court of competent jurisdiction or governmental agency that would limit or restrict Grantor's right to enter into and carry out this Agreement; (e) neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which Grantor is a party or by which Grantor is bound or affected or which affects the Property or any part thereof; (f) to the knowledge of Grantor, there are no actions, suits or proceedings pending, or to the knowledge of Grantor threatened, before any judicial body or any governmental authority or any order, writ, injunction, decree or demand of any court or any governmental authority relating to the Property of any part thereof; (g) neither Grantor, nor, to the best of Grantor's knowledge, any other person or entity, has ever stored, used, generated, treated, disposed, released, discharge or transported on, to or from the Property any solid or liquid substance or waste which is defined or classified as toxic or hazardous under any federal, state, or local law or regulation; (h) to the best of Grantor's knowledge, the Property (including the subsurface water) has not been contaminated by any such toxic or hazardous substance or water; (i) to the best of Grantor's knowledge, there are not now,

nor has there ever been, any underground storage tanks of any kind located on the Property, and to the best of Grantor's knowledge neither Grantor nor any employee, agent or contractor of Grantor has removed an underground storage tank(s) from the Property for so long as Grantor has owned the Property. Knowledge of Grantor shall only refer to the knowledge of the following people: Kathleen Jackson.

12. Notice. During the term of this Agreement, or until written notice of a change of address is delivered to the parties, notices shall be in writing and sent by hand deliver, by certified mail or by a national overnight courier providing evidence of delivery (such as Federal Express, UPS, DHL, or Airborne) to the addresses set forth above. Any such notices shall be deemed to have been given on the day notices were delivered.

13. Costs. In no event shall Grantor or Grantee be entitled to any reimbursement of funds expended in connection with, or costs incurred as a result of, this Agreement.

14. Time of the Essence. Time is of the essence of the Agreement.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

16. Merger and Amendment. This Agreement, including all exhibits attached hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings with respect thereto. This Agreement may not be modified, changed, amended, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

17. Representations to Survive Closing. Except as otherwise expressly agreed in writing, the terms, conditions, provisions, representations and warranties contained in this Agreement, or in any instruments delivered pursuant to this Agreement, shall survive the closing date and the consummation of the transaction provided for herein. If facts change prior to Closing, making the representations of Grantor inaccurate, Grantor may notify Grantee and amend the representations prior to Closing.

18. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.

19. Disclosures and Commissions. The parties represent and warrant to each other that they have not used or employed real estate brokers in this transaction, and that they have not agreed to pay any fees to any broker in connection with this transaction. The parties agree to indemnify one another with respect to broker's commissions which are asserted due to this purchase and sale of the Property.

20. Choice of Law and Severability. This Agreement shall be governed by and construed in accordance with the Law of the State of Michigan applicable to contracts performed in that State. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted on the first page of this Agreement.

FOR GRANTOR:

**COMMERCE TOWNSHIP
DOWNTOWN DEVELOPMENT
AUTHORITY,**
a Michigan Public Body corporate

By: _____
Its: _____

FOR GRANTEE:

**THE CHARTER TOWNSHIP OF
COMMERCE,**
a Michigan municipal corporation

By: _____
Its: _____

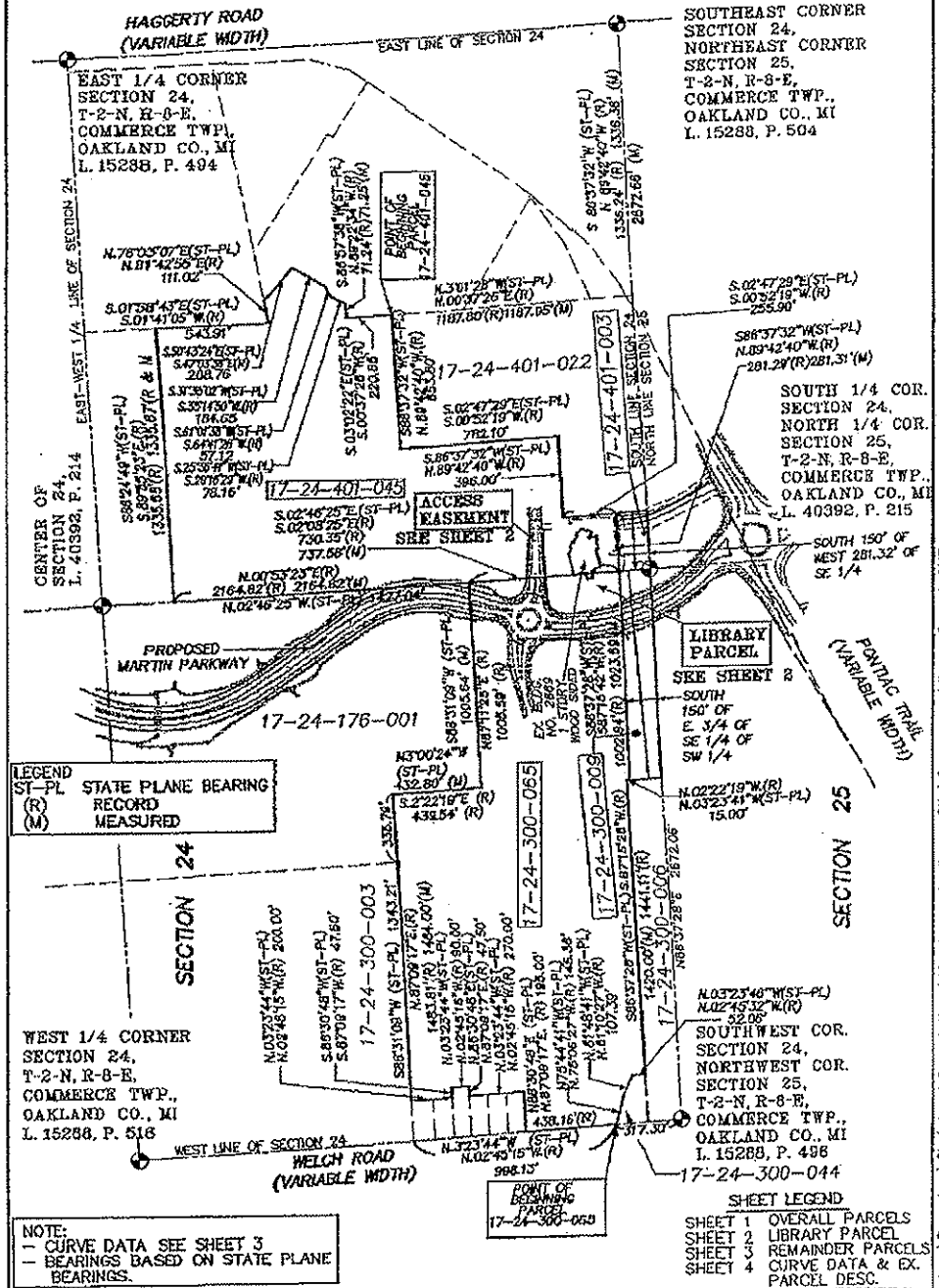
Exhibit A - Survey drawings (6 pages)
Exhibit B - Warranty Deed
Exhibit C - Gravel Roadway depiction

#690021v2

EXHIBIT A



SCALE: 1"=600'



LEGEND
 ST-PL STATE PLANE BEARING
 (R) RECORD
 (M) MEASURED

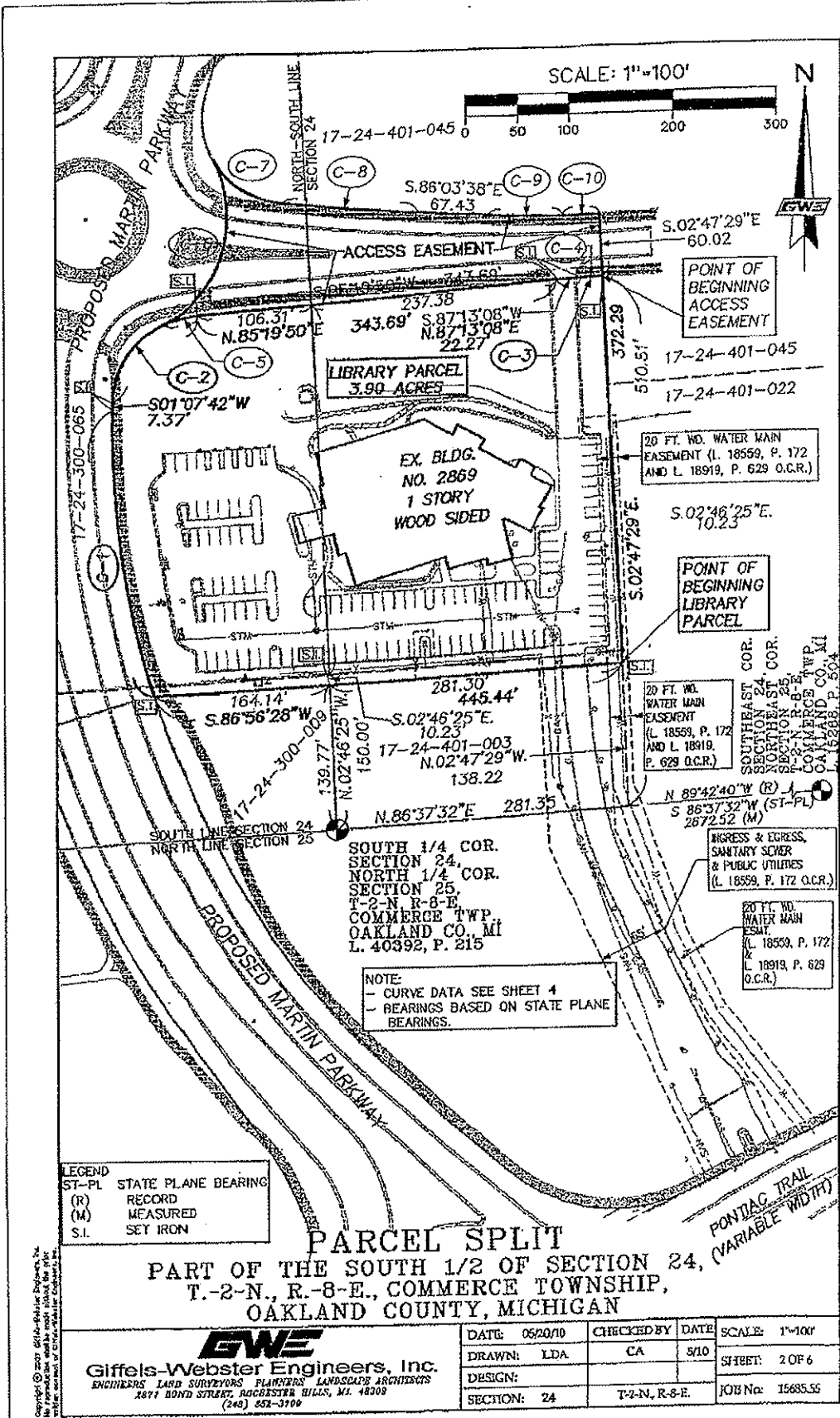
NOTE:
 - CURVE DATA SEE SHEET 3
 - BEARINGS BASED ON STATE PLANE BEARINGS.

PARCEL SPLIT
 PART OF THE SOUTH 1/2 OF SECTION 24, T-2-N. R-8-E.,
 COMMERCE TOWNSHIP, OAKLAND COUNTY MICHIGAN

GWE
Giffels-Webster Engineers, Inc.
 ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
 2871 DOWD STREET, ROCHESTER HILLS, MI 48068
 (482) 852-3100

DATE: 05/20/10	CHECKED BY: CA	DATE: 5/20	SCALE: 1"=600'
DRAWN: LDA			SHEET: 1 OF 6
DESIGN:			JOB No: 15685.55
SECTION: 24	T-2-N, R-8-E		

N:\survey\15685.55\Drawings\Boundary\Sketch of Descriptions\Martin road-Library Site\Commerce Library Parcel_SHT-1



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 in the records of the State of Michigan.

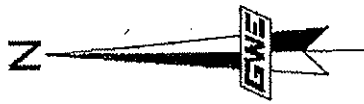
LEGEND	
ST-PL	STATE PLANE BEARING
(R)	RECORD
(M)	MEASURED
S.I.	SET IRON

PARCEL SPLIT
PART OF THE SOUTH 1/2 OF SECTION 24,
T. 2-N., R. 8-E., COMMERCE TOWNSHIP,
OAKLAND COUNTY, MICHIGAN

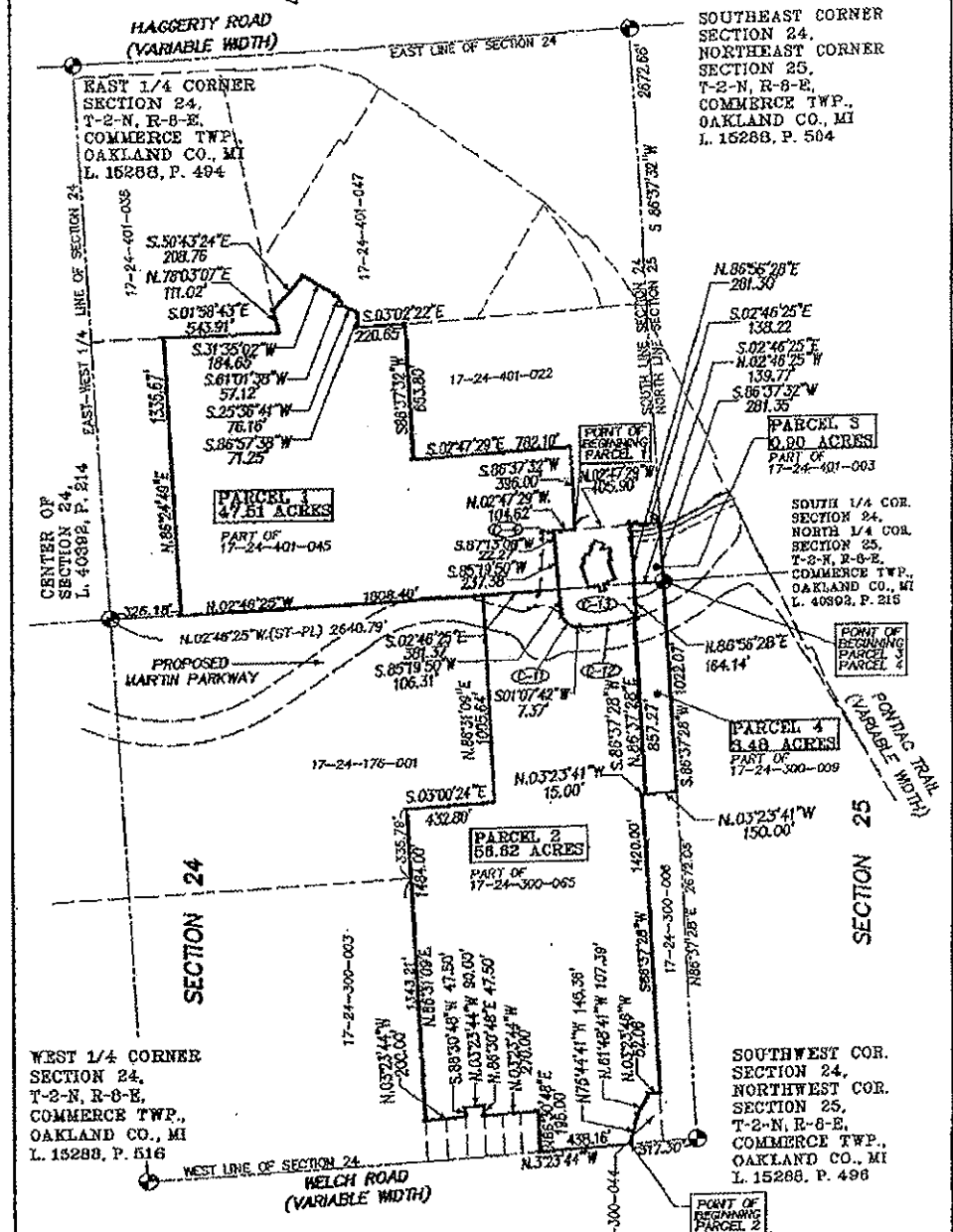
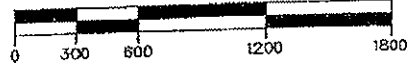
GWE
Giffels-Webster Engineers, Inc.
 ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
 2677 BOND STREET, ROXBOROUGH HILLS, MI. 48309
 (248) 852-3100

DATE:	05/20/10	CHECKED BY:	CA	DATE:	5/10	SCALE:	1"=100'
DRAWN:	LDA					SHEET:	2 OF 6
DESIGN:						JOB No:	15685.55
SECTION:	24		T-2-N., R-8-E.				

N:\survey\15685.55\Drawings\Boundary\Sketch of Descriptions\Marsh road-Library Site\Commerce Library Parcel SKT-2.dgn



SCALE: 1"=600'



NOTE:
 - CURVE DATA SEE SHEET 4
 - BEARINGS BASED ON STATE PLANE BEARINGS.

PARCEL SPLIT
 PART OF THE SOUTH 1/2 SECTION 24, T-2-N, R-8-E,
 COMMERCE TOWNSHIP, OAKLAND COUNTY MICHIGAN

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 2871 BOND STREET, ROCHESTER HILLS, MI 48069
 (248) 852-3100

DATE: 05/20/10	CHECKED BY: CA	DATE: 5/10	SCALE: 1"=600'
DRAWN: LDA			SHEET: 3 OF 6
DESIGN:			JOB No: 1568555
SECTION: 24	T-2-N, R-8-E		

H:\Survey\1568555\Drawings\Boundary\Sketch of Descriptions\Martin road-Library Site\Commerce Library Parcel_Split-3

CURVE DATA

CURVE NO.	ARC	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
1	279.15	890.00	1758.15	N.075126°W	278.01
2	125.23	85.00	8424.50	N.430727°E	114.21
3	21.67	2243.00	033.13	N.884950°E	21.67
4	21.67	2243.00	033.13	S.884950°W	21.67
5	30.85	85.00	2039.36	S.750004°W	30.48
6	180.72	120.00	8617.14	N.153225°E	164.12
7	79.52	82.00	5538.01	S.583232°E	76.53
8	130.46	2179.50	325.47	S.850410°E	130.44
9	73.78	954.00	425.52	S.881635°E	73.76
10	34.95	2183.00	055.03	N.890258°E	34.95
11	125.23	85.00	8424.50	S.430727°W	114.21
12	259.38	890.00	1721.18	S.073257°E	258.55
13	9.57	890.00	0036.58	S.163149°E	9.57

LEGAL DESCRIPTION

PARCEL NO. 17-24-401-003

THE SOUTH 150 FEET OF THE WEST 281.32 FEET OF THE SOUTHEAST QUARTER OF SECTION 24, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

PARCEL NO. 17-24-401-045

PART OF THE SOUTHEAST QUARTER OF SECTION 24, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

BEGINNING AT A POINT DISTANT N.89°42'40"W., 1336.24 FEET AND N.00°37'26"E., 1187.80 FEET FROM SOUTHEAST SECTION CORNER; THENCE N.89°42'40"W., 653.80 FEET; THENCE S.00°32'19"W., 782.10 FEET; THENCE N.89°42'40"W., 396 FEET; THENCE S.00°52'19"W., 255.90 FEET; THENCE N.89°42'40"W., 281.29 FEET; THENCE N.00°33'25"E., 2164.62 FEET; THENCE S.89°55'23"E., 1335.65 FEET; THENCE S.01°41'05"W., 543.91 FEET; THENCE N.81°42'55"E., 111.02 FEET; THENCE S.47°03'36"E., 208.76 FEET; THENCE S.35°14'50"W., 184.85 FEET; THENCE S.64°41'26"W., 57.12 FEET; THENCE S.29°16'29"W., 76.16 FEET; THENCE N.89°22'34"W., 71.24 FEET; THENCE S.00°37'26"W., 220.65 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 17-24-300-009

THE SOUTH 150 FEET OF THE EAST 3/4 OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

PARCEL NO. 17-24-300-065

PART OF THE SOUTHWEST QUARTER OF SECTION 24, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

BEGINNING AT A POINT DISTANT N.02°45'15"W., 317.30 FEET FROM SOUTHWEST SECTION CORNER; THENCE N.02°45'15"W., 438.16 FEET; THENCE N.87°09'17"E., 195 FEET; THENCE N.02°45'15"W., 270 FEET; THENCE N.87°09'17"E., 47.50 FEET; THENCE N.02°45'15"W., 90 FEET; THENCE S.87°09'17"W., 47.50 FEET; THENCE N.02°45'15"W., 200 FEET; THENCE N.87°09'17"E., 1483.81 FEET; THENCE S.02°22'19"E., 439.54 FEET; THENCE N.87°11'25"E., 1005.59 FEET; THENCE S.02°08'27"E., 730.35 FEET; THENCE S.87°15'42"W., 1002.64 FEET; THENCE N.02°22'19"W., 15 FEET; THENCE S.87°15'25"W., 1441.11 FEET; THENCE N.02°45'32"W., 52.06 FEET; THENCE N.61°10'27"W., 107.39 FEET; THENCE N.75°06'27"W., 145.35 FEET TO THE POINT OF BEGINNING.

PARCEL SPLIT

PART OF THE SOUTH 1/2 OF SECTION 24,
T-2-N., R-8-E., COMMERCE TOWNSHIP,
OAKLAND COUNTY, MICHIGAN

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GWE
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ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
2871 BOND STREET, ROCHASTER HILLS, MI. 48309
(248) 851-3100

DATE:	05/20/10	CHECKED BY:	DATE:	SCALE:	NONE
DRAWN:	LDA	CA	5/10	SHEET:	4 OF 6
DESIGN:				JOB No:	15685.55
SECTION:	24	T-2-N., R-8-E.			

N:\survey\15685.55 Drawings\Boundary\Sketch of Descriptions\Martin road-Library Site\Commerce Library Parcel Sht-2.dgn

LEGAL DESCRIPTION

LIBRARY PARCEL

PART OF PARCEL NUMBERS 17-24-401-045, 17-24-300-065, 17-24-401-003, AND 17-24-300-009
A PART OF THE SOUTH HALF OF SECTION 24, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 24, THENCE N.86°37'32"E., 281.35 FEET ALONG THE SOUTH LINE OF SECTION 24; THENCE N.02°47'29"W., 138.22 FEET TO THE POINT OF BEGINNING; THENCE S.86°56'28"W., 445.44 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PROPOSED MARTIN PARKWAY; THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG SAID EASTERLY RIGHT WAY: (1) ALONG A CURVE TO THE RIGHT 279.15 FEET SAID CURVE HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 17°58'15", AND A LONG CHORD BEARING OF N.07°51'26"W., 278.01 FEET; AND (2) N.01°07'42"E., 7.37 FEET; AND (3) ALONG A CURVE TO THE RIGHT 125.23 FEET SAID CURVE HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 84°24'50", AND A LONG CHORD BEARING OF N.43°07'27"E., 114.21 FEET; THENCE N.85°19'50"E., 343.69 FEET; THENCE N.87°13'08"E., 22.27 FEET; THENCE ALONG A CURVE TO THE LEFT 21.67 FEET SAID CURVE HAVING A RADIUS OF 2243.00 FEET, A CENTRAL ANGLE OF 00°33'13", AND A LONG CHORD BEARING OF N.88°49'50"E., 21.67 FEET; THENCE S.02°47'29"E., 372.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.90 ACRES.

ACCESS EASEMENT

A PART OF THE SOUTH HALF OF SECTION 24, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 24, THENCE N.86°37'32"E., 281.35 FEET ALONG THE SOUTH LINE OF SECTION 24; THENCE N.02°47'29"W., 510.51 FEET TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT 21.87 FEET SAID CURVE HAVING A RADIUS OF 2243.00 FEET, A CENTRAL ANGLE OF 00°33'13", AND A LONG CHORD BEARING OF S.88°49'50"W., 21.67 FEET; THENCE S.87°13'08"W., 22.27 FEET; THENCE S.85°19'50"W., 343.69 FEET; THENCE ALONG A CURVE TO THE LEFT 30.65 FEET SAID CURVE HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 20°39'38", AND A LONG CHORD BEARING OF S.75°00'04"W., 30.48 FEET; THENCE ALONG A CURVE TO THE LEFT 180.72 FEET SAID CURVE HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 86°17'14", AND A LONG CHORD BEARING OF N.15°32'25"E., 164.12 FEET; THENCE ALONG A CURVE TO THE LEFT 79.82 FEET SAID CURVE HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 55°38'01", AND A LONG CHORD BEARING OF S.55°32'32"E., 76.53 FEET; THENCE ALONG A CURVE TO THE LEFT 130.46 FEET SAID CURVE HAVING A RADIUS OF 2179.50 FEET, A CENTRAL ANGLE OF 03°25'47", AND A LONG CHORD BEARING OF S.85°04'10"E., 130.44 FEET; THENCE S.86°03'38"E., 67.43 FEET; THENCE ALONG A CURVE TO THE LEFT 73.78 FEET SAID CURVE HAVING A RADIUS OF 954.00 FEET, A CENTRAL ANGLE OF 04°25'52", AND A LONG CHORD BEARING OF S.88°16'35"E., 73.78 FEET; THENCE ALONG A CURVE TO THE LEFT 34.95 FEET SAID CURVE HAVING A RADIUS OF 2183.00 FEET, A CENTRAL ANGLE OF 00°55'03", AND A LONG CHORD BEARING OF N.89°02'58"E., 34.95 FEET; THENCE S.02°47'29"E., 60.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.70 ACRE.

REMAINDER PARCELS

PARCEL 1

(PART OF PARCEL NO. 17-24-401-045)

A PART OF THE SOUTHEAST QUARTER OF SECTION 24, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 24, THENCE N.86°37'32"E., 281.35 FEET ALONG THE SOUTH LINE OF SECTION 24; THENCE N.02°47'29"W., 405.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N.02°47'29"W., 104.62 FEET; THENCE ALONG A CURVE TO THE RIGHT 21.67 FEET SAID CURVE HAVING A RADIUS OF 2243.00 FEET, A CENTRAL ANGLE OF 00°33'13", AND A LONG CHORD BEARING OF S.88°49'50"W., 21.67 FEET; THENCE S.87°13'08"W., 22.27 FEET; THENCE S.85°19'50"W., 237.38 FEET TO A POINT ON THE NORTH-SOUTH QUARTER LINE OF SECTION 24; THENCE N.02°46'25"W., 1808.40 FEET ALONG SAID NORTH-SOUTH QUARTER LINE; THENCE N.86°24'49"E., 1335.67 FEET; THENCE S.01°58'43"E., 543.91 FEET; THENCE N.78°03'07"E., 111.02 FEET; THENCE S.50°43'24"E., 208.76 FEET; THENCE S.31°35'02"W., 184.65 FEET; THENCE S.61°01'38"W., 57.12 FEET; THENCE S.25°38'41"W., 76.16 FEET; THENCE S.86°57'38"W., 71.25 FEET; THENCE S.03°02'22"E., 220.65 FEET; THENCE S.86°37'32"W., 653.80 FEET; THENCE S.02°47'29"E., 782.10 FEET; THENCE S.86°37'32"W., 398.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 47.51 ACRES.

PARCEL SPLIT

PART OF THE SOUTH 1/2 OF SECTION 24, T-2-N., R-8-E.,
COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

GWE
Giffels-Webster Engineers, Inc.
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
2871 BOND STREET, ROCHESTER HILLS, MI, 48060
(248) 852-3104

DATE: 05/20/10	CHECKED BY: DAIR	DATE: 5/10	SCALE: NONE
DRAWN: LDA	CA		SHEET: 5 OF 6
DESIGN:			
SECTION: 24	T-2-N, R-8-E.		JOB No: 15685.55

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N:\survey\15685.55\Drawings\Boundary\Sketch of Descriptions\Martin roads-Library Site\Commerce Library Parcel SK1-2.dgn

REMAINDER PARCELS (CONTINUED FROM SHEET 5)

PARCEL 2

(PART OF PARCEL NO. 17-24-300-065)

PART OF THE SOUTHWEST QUARTER OF SECTION 24, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE N.03°23'44"W., 317.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N.03°23'48"W., 438.16 FEET; THENCE N.86°30'48"E., 195.00 FEET; THENCE N.03°23'44"W., 270.00 FEET; THENCE N.86°30'48"E., 47.50 FEET; THENCE N.03°23'44"W., 90.00 FEET; THENCE S.86°30'48"W., 47.50 FEET; THENCE N.03°23'44"W., 200.00 FEET; THENCE N.86°31'09"E., 1484.00 FEET; THENCE S.03°00'24"E., 432.80 FEET; THENCE N.86°31'09"E., 1005.64 FEET; THENCE S.02°46'25"E., 381.37 FEET; THENCE S.85°19'50"W., 106.31 FEET; THENCE ALONG A CURVE TO THE LEFT 125.23 FEET SAID CURVE HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 84°24'50" AND A LONG CHORD BEARING OF S.43°07'27"W., 114.21 FEET; THENCE S.01°07'42"W., 7.37 FEET; THENCE ALONG A CURVE TO THE LEFT 269.58 FEET SAID CURVE HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 17°21'18" AND A LONG CHORD BEARING OF S.07°32'57"E., 288.55 FEET; THENCE S.85°37'28"W., 857.27 FEET; THENCE N.03°23'41"W., 15.00 FEET; THENCE S.86°37'28"W., 1420.00 FEET; THENCE N.03°23'46"W., 52.06 FEET; THENCE N.61°48'41"W., 107.39 FEET; THENCE N.75°44'41"W., 145.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 56.62 ACRES.

PARCEL 3

(PART OF PARCEL NO. 17-24-401-003)

A PART OF THE SOUTHEAST QUARTER OF SECTION 24, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 24, THENCE N.02°47'25"W., 139.77 FEET ALONG THE NORTH-SOUTH QUARTER LINE OF SECTION 24; THENCE N.86°56'28"E., 281.30 FEET; THENCE S.02°47'29"E., 138.22 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 24; THENCE S.86°37'32"W., 281.35 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.90 ACRE.

PARCEL 4

(PART OF PARCEL NO. 17-24-300-009)

PART OF THE SOUTHWEST QUARTER OF SECTION 24, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 24; THENCE S.86°37'28"W., 1022.07 FEET ALONG THE SOUTH LINE OF SECTION 24; THENCE N.03°23'41"W., 150.00 FEET; THENCE N.86°37'28"E., 857.27 FEET; THENCE ALONG A CURVE TO THE LEFT 9.57 FEET SAID CURVE HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 00°36'58", AND A LONG CHORD BEARING OF S.16°31'49"E., 9.57 FEET; THENCE N.86°56'28"E., 164.14 FEET TO A POINT ON THE NORTH-SOUTH QUARTER LINE OF SECTION 24; THENCE S.02°46'25"E., 139.77 FEET ALONG SAID NORTH-SOUTH QUARTER LINE TO THE POINT OF BEGINNING AND CONTAINING 3.48 ACRES.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND HEREON PLOTTED AND DESCRIBED DURING MAY OF 2010, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1 IN 72,354; THAT THE BEARINGS FOR THIS SURVEY ARE BASED ON THE STATE PLANE COORDINATES, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

JOHN N. REDASH P.S. 37281
DATE: June 7, 2010

PARCEL SPLIT
PART OF THE SOUTH 1/2 OF SECTION 24, T.-2-N., R.-8-E.,
COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

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GWE
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2874 BOND STREET, ROCHESTER HILLS, MI. 48069
(248) 852-3100

DATE	05/20/10	CHECKED BY	DATE	SCALE:	NONE
DRAWN:	LDA	CA	5/10	SHEET:	6 OF 6
DESIGN:				JOB No:	15685.55
SECTION:	24	T-2-N., R-8-E.			

N:\survey\15685.55\Drawings\Boundary\Sketch of Descriptions\Martin road-Library Site\Commerce Library Parcel SH1-2.dgn

EXHIBIT B

WARRANTY DEED

On _____, 2011, The Commerce Township Downtown Development Authority, a public body corporate, whose address is 2009 Township Drive, Commerce Township, Michigan 48390 (the "Grantor"), conveys and warrants to the Charter Township of Commerce, a Michigan municipal corporation, whose address is 2009 Township Drive, Commerce Township, Michigan 48390 (the "Grantee"), the real property commonly known as _____, Commerce Township, Michigan, 48390, which is legally described and depicted on Exhibit A, attached hereto and made a part hereof, together with all tenements, hereditaments, improvements thereon and appurtenances thereto (collectively, the "Property"), for One Dollar (\$1.00) and other good and valuable consideration, subject to existing easements and restrictions of record, if any, the lien of taxes not yet due and payable, zoning ordinances, and the title exceptions referenced in Exhibit B, attached hereto and made a part hereof.

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This deed is exempt from the Michigan state real estate transfer tax under MCL 207.526(a) and (h)(i) and from the Michigan county real estate transfer tax under MCL 207.505(a) and (h)(i).

Dated: _____, 2011

**THE COMMERCE TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY,
A public body corporate**

By: _____
Its: _____

and

By: _____
Its: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

Acknowledged before me in Oakland County, Michigan on _____, 2011 by _____, the _____ of The Commerce Township Downtown Development Authority, a public body corporate, on behalf of the Grantor.

Notary Public _____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

Acknowledged before me in Oakland County, Michigan on _____, 2011 by _____, the _____ of The Commerce Township Downtown Development Authority, a public body corporate, on behalf of the Grantor.

Notary Public _____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Drafted by, and when recorded return to:
Linda S. Mayer, Esq.
Adkison, Need, & Allen, P.L.L.C.
40950 Woodward Ave, Suite 300
Bloomfield Hills, MI 48304

Tax Parcel #: Part of 17-24-401-003
17-24-401-045
17-24-300-009
17-24-300-065

Recording Fee: \$ _____
Transfer Tax: Exempt

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

TITLE EXCEPTIONS

1. Taxes and assessments first coming due and payable after the date hereof.
2. Any other encumbrances, restrictions, easements or other matters of record.
3. The Grantor hereby reserves the right to use the irrigation pump on the Property and the electric service for the pump.