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**UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF NEW YORK**

In re	)	
	)	Chapter 11 Case No.
	)	09-50026 (REG)
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	)	
f/k/a General Motors Corp., <i>et al.</i> ,	)	(Jointly Administered)
	)	
Debtors.	)	
	)	
MOTORS LIQUIDATION COMPANY,	)	
	)	
Plaintiff,	)	
	)	Adv. Pro. No. 10-05008
v.	)	
	)	
MCM Management Corp.,	)	
	)	
Defendant.	)	

**FIRST AMENDED COMPLAINT AND  
 OBJECTION TO CLAIM NO. 371 FILED BY MCM MANAGEMENT CORP.**

Motors Liquidation Company, f/k/a General Motors Corp. (“MLC” or “Plaintiff”), through its undersigned counsel, hereby objects to the proof of claim filed by MCM Management Corp. (“MCM” or “Defendant”) in MLC’s Chapter 11 case, which was assigned Claim No. 371. MLC also asserts counterclaims against Defendant as stated herein. For its first amended objection to claim and counterclaim, MLC states the following:

## **PARTIES, JURISDICTION AND VENUE**

1. Plaintiff MLC is a Delaware corporation with its principal place of business in Detroit, Michigan. MLC is a debtor in bankruptcy whose Chapter 11 case is jointly administered under the above-captioned case.

2. Upon information and belief, Defendant MCM is a Michigan corporation with its principal place of business in Bloomfield Hills, Michigan.

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. Defendant filed a claim against MLC. In doing so, Defendant submitted to the jurisdiction of this Court.

## **GENERAL ALLEGATIONS**

5. Prior to its bankruptcy filing on June 1, 2009 (the “Petition Date”), MLC awarded several demolition contracts (the “Demolition Contracts”) through competitive bid to Defendant.

6. The Demolition Contracts involved the demolition of several former General Motors manufacturing sites, known as Muncie Manual Transmission (owned by a non-debtor subsidiary of General Motors), Pontiac Validation Center, Lansing Plants 1 and 6, Lansing Plants 2 and 3 and Building 70, and Grand Blanc (collectively, the “Demolition Sites”).

7. Subsequent to the Petition Date, Lansing Plant 1 and Building 70 were transferred to General Motors Company, but the related Demolition Contracts were not assumed or assigned to General Motors Company.

8. Each of the Demolition Contracts consists of a “Demolition Package” describing the scope of the work to be performed, the Construction General Conditions GM 1638 (05/2005) (the “Terms & Conditions”), and a purchase order incorporating by reference the Demolition Package and Terms & Conditions. Upon information and belief, copies of the Demolition Contracts are in Defendant’s possession.

9. In addition to the Demolition Contracts, MLC and Defendant entered into agreements (the “Building Contracts”) whereby Defendant would pay to purchase from MLC the buildings (the “Buildings”), but not the underlying land, at the Demolition Sites other than Muncie Manual Transmission.

10. Each of the Building Contracts required Defendant to dispose of all machinery, fixtures, attachments and structures located within the designated area located on MLC’s land in accordance with the Demolition Contracts.

11. The intent of the Demolition Contracts and Building Contracts, taken together, was that Defendant would be compensated for its demolition work through the proceeds of the material harvested from the Buildings. Specifically, Defendant was to make an upfront payment to MLC for the purchase of the Buildings, after which it was to free to dismantle and demolish the Buildings. Defendant would recoup its upfront payment and realize profit on the projects through stripping out and selling steel and other valuable scrap materials from the Buildings.

12. With respect to all of the Demolition Contracts other than the contract covering Muncie Manual Transmission, Defendant was also obligated to share with MLC any scrap material revenue above a certain threshold point.

13. With respect to the Grand Blanc site, the applicable Demolition Contract required Defendant to share with MLC the revenue from the sale of certain stamping dies.

14. Defendant has failed to make payment in full for the Buildings. Specifically, Defendant has failed to pay and owes MLC \$3,500,000 for Lansing Plants 2 and 3 and \$3,597,000 for Grand Blanc.

15. Defendant has failed to share any scrap material or stamping die revenue with MLC. Upon information and belief, Defendant owes MLC a substantial amount of shared revenue under the Demolition Contracts.

16. Upon information and belief, Defendant claims that it is owed money by MLC for additional work performed outside the scope of the Demolition Contracts and for delay damages, including lost profits.

17. On May 28, 2009, just four days before the Petition Date, Defendant recorded construction and/or mechanic's liens on the underlying real estate at the Demolition Sites (collectively, the "Liens"). Defendant alleged in its Lien claims that it is owed a total of \$22,476,106.00 by MLC.

18. Also on May 28, 2009, Defendant recorded its purported interest (the "Affidavits of Interest") in the Buildings.

19. On June 26, 2009, Defendant filed a proof of claim in MLC's Chapter 11 case, asserting that it has a secured claim in the amount of \$22,476,106.00 (the "Claim").

20. Defendant has no valid basis for its Claim that MLC owes it \$22,476,106.00.

21. MLC did not cause undue delays of work under any of the Demolition Contracts.

22. Furthermore, Section 7.3.2.2 of the Terms & Conditions expressly limits damages for any delay caused by MLC to “the direct, unavoidable net expenses (without mark-up for overhead or profit) incurred by [Defendant] which shall, in all cases, exclude lost profits and consequential damages.”

23. Upon information and belief, some or all of the additional scope of work included in Defendant’s Claim has either been paid already, or was not approved by MLC pursuant to the Demolition Contracts and is therefore not entitled to payment.

24. During the period leading up to the filing of this complaint, Defendant had effectively stopped working on the Demolition Sites.

25. Section 2.5 of the Terms & Conditions provides that, if a contractor fails to complete the work or to perform any other obligation under a contract, MLC has the right to rectify the situation to its satisfaction, including completion of the work through separate contracts with other parties, and the breaching contractor shall be responsible for paying MLC’s costs in doing so.

26. Additionally, Defendant obtained a water discharge permit to discharge accumulated ground water at the Grand Blanc Demolition Site (the “Discharge Permit”).

27. Pursuant to §§ 1.2 and 3.10 of the Terms & Conditions, Defendant is responsible to pay the cost of all permits (other than a general building permit) required in order to complete the work under the Demolition Contracts.

28. Defendant incurred a total bill of \$218,561.86 in principal under the Discharge Permit, not including interest, fees or penalties. Defendant defaulted on payment of this debt. As a result, Genesee County has recorded a lien against MLC’s real property at Grand Blanc.

**COUNT I**  
**OBJECTION TO CLAIM NO. 371**

29. MLC incorporates by reference all prior allegations of this Complaint.

30. MLC objects to Claim No. 371 filed by Defendant in the amount of \$22,476,106 because MLC does not owe that sum to Defendant.

31. Defendant's Claim amount is based in part upon damages for delay, but MLC did not cause undue delays of work under the Demolition Contracts.

32. Defendant's Claim amount is based in part upon damages for delay that exceed the scope of permissible delay damages to which Defendant agreed under the Demolition Contracts.

33. Defendant's claim seeks damages that are not recoverable under applicable law.

34. Defendant's Claim amount is based in part upon additional scope of work that has been paid already, or was not approved by MLC pursuant to the Demolition Contracts.

35. Defendant's Claim amount does not take into consideration the amount that Defendant owes MLC under the Building Contracts and Demolition Contracts.

36. When the amounts owed by Defendant to MLC and the corrected amount of Defendant's Claim are taken into consideration in the reconciliation of Defendant's Claim, the allowable amount of Defendant's Claim is far less than \$22,476,106 and may be zero.

37. MLC further objects to Defendant's Claim because Defendant filed its Claim as a secured claim based upon the Liens.

38. Defendant's Liens are invalid. Pursuant to MCL § 570.1107(1), a "construction lien acquired pursuant to this act shall not exceed the amount of the lien claimant's contract less payments made on the contract."

39. There is no “amount” as to the Demolition Contracts, since the Demolition Contracts do not provide for any cash payment from MLC to Defendant. Accordingly, as a matter of law, Defendant is not entitled to a construction lien on any property of MLC.

40. Additionally, MCL § 570.1115(2) requires a lien claimant who receives full payment for its contract to provide the property owner with a full unconditional waiver of lien.

41. Defendant was paid in full for its contract the moment that it received the Buildings, because the entire value to be realized by Defendant under the Demolition Contracts was to come from the harvesting of steel and other valuable scrap materials and equipment from the Buildings. Thus, as a matter of law, Defendant was required to provide MLC with a full unconditional waiver of lien upon receipt of the Buildings.

42. Alternatively, Defendant demolished Buildings that it purported to own. Therefore, Defendant provided improvements, if any, to its own property and not the property of MLC. Defendant thus had no basis to record the Liens against MLC’s property under the Michigan Construction Lien Act, MCL § 570.1101 *et seq.*

43. Upon information and belief, the Demolition Sites are partially or fully encumbered by liens that are senior to Defendant’s Liens. Accordingly, even if the Liens were otherwise valid, the allowable amount, if any, of Defendant’s Claim is partially or wholly unsecured.

44. Defendant’s Notice of Intention to Hold Mechanic’s Lien Upon Real Estate, which Defendant recorded against Muncie Manual Transmission, cannot give rise to a secured claim against MLC because MLC does not own Muncie Manual Transmission.

WHEREFORE, by reason of the foregoing, MLC respectfully requests that the Court disallow Defendant's Claim in the secured amount asserted and allow such Claim only in an unsecured amount, if any, to be determined at trial.

**COUNT II**  
**BREACH OF CONTRACT**

45. MLC incorporates by reference all prior allegations of this Complaint.

46. Defendant has breached the Building Contracts by failing and refusing to make payment in full for the Buildings.

47. Defendant has breached the Demolition Contracts by failing and refusing to share scrap material and stamping die revenue with MLC.

48. Defendant has breached the Demolition Contracts by failing and refusing to complete work at the Demolition Sites in accordance with the Demolition Contracts.

49. Defendant has breached the Demolition Contracts by failing and refusing to pay the fees incurred under the Discharge Permit.

50. MLC has suffered damages due to Defendant's breaches of the Building Contracts and the Demolition Contracts.

51. MLC anticipates that it will suffer further damages due to Defendant's breaches of the Demolition Contracts because MLC will be forced to incur significant costs to complete the necessary work at the Demolition Sites, and to expend time and resources to attempt to clear title to the Grand Blanc property.

WHEREFORE, by reason of the foregoing, MLC respectfully requests that the Court award MLC damages for Defendant's breaches of contract in an amount to be determined at trial.

**COUNT III**  
**AVOIDANCE OF PREFERENTIAL TRANSFER UNDER 11 U.S.C. § 547**

52. MLC incorporates by reference all prior allegations of this Complaint.

53. Within 90 days before the Petition Date, Defendant recorded its purported interest in the Buildings (the “Preferential Transfers”).

54. The Preferential Transfers to Defendant were to or for the benefit of Defendant as a creditor.

55. The Preferential Transfers to Defendant were for or on account of an antecedent debt allegedly owed by MLC before such transfers were made.

56. The Preferential Transfers to Defendant were made while MLC was insolvent.

57. The Preferential Transfers to Defendant were made on or within 90 days before the Petition Date.

58. The Preferential Transfers enabled Defendant to receive more than Defendant would receive if (a) MLC’s case were a case under Chapter 7 under Title 11 of the United States Code, (b) the transfers had not been made, and (c) Defendant received payment of such debt to the extent provided by the provisions of the Bankruptcy Code.

WHEREFORE, by reason of the foregoing, MLC respectfully requests that the Court avoid the Preferential Transfers.

**COUNT IV**  
**QUIET TITLE**

59. MLC incorporates by reference all prior allegations of this Complaint.

60. MLC owns the Pontiac Validation Center, Lansing Plants 2, 3 and 6 and Grand Blanc Demolition Sites (the “Owned Demolition Sites”). Legal descriptions of the Owned Demolition Sites are attached, collectively, as Exhibit A.

61. The Affidavits of Interest filed by Defendant included Transfer of Ownership agreements that refer to the transfer of ownership of “areas.” The Transfer of Ownership agreements create ambiguity as to whether ownership of the Buildings alone was transferred, or if some other interest in the Owned Demolition Sites was transferred.

62. This ambiguity constitutes a cloud on title to the Owned Demolition Sites.

63. In entering into the Building and Demolition Contracts, it was the intent of the parties that, upon completion of the demolition of the Buildings, MLC would retain full legal and equitable title to the Owned Demolition Sites.

64. Upon avoidance of the Preferential Transfers, Defendant will no longer have any interest in the Buildings or the Owned Demolition Sites.

65. In the event that the Preferential Transfers are not avoided, Defendant’s interest in the Owned Demolition Sites is limited to the Buildings themselves and not the underlying real estate, air rights or any other property interest. Upon the completion of demolition of the Buildings, Defendant will no longer have any interest in the Buildings because the Buildings will no longer exist.

WHEREFORE, by reason of the foregoing, MLC respectfully requests that the Court enter judgment that MLC holds full legal and equitable title to the Owned Demolition Sites, in fee simple absolute, free and clear of any and all claims of Defendant, and quieting title to the Owned Demolition Sites forever in MLC, and that (a) upon avoidance of the Preferential Transfers, Defendant will no longer have any interest in the Buildings, or (b) if the Preferential Transfers are not avoided, Defendant has an interest solely in the Buildings themselves and no other property interest in the Owned Demolition Sites.

**COUNT V**  
**DECLARATORY JUDGMENT**

66. MLC incorporates by reference all prior allegations of this Complaint.

67. MLC has the contractual right under the Demolition Contracts (incorporated by reference in the Building Contracts), among other things, to complete the work at the Demolition Sites through separate contracts with other parties (the “Completion Rights”), with all expenses incurred by MLC in doing so to be reimbursed by Defendant.

68. MLC’s Completion Rights include the right to demolish and dispose of the Buildings.

69. MLC’s Completion Rights are not dependent upon ownership of the Buildings or upon any property interest that Defendant may assert with respect to the Buildings.

70. Under the Declaratory Judgment Act, this Court may, “[i]n the case of actual controversy within its jurisdiction, [...] declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is sought or could be sought.” 28 U.S.C. §2201(a).

71. This Complaint presents an actual controversy, within the meaning of 28 U.S. C. §2201(a), concerning MLC’s Completion Rights, and Defendant’s obligation to reimburse MLC for the completion of work at the Demolition Sites.

WHEREFORE, by reason of the foregoing, MLC respectfully requests that the Court declare the rights and liabilities of the parties, including a declaration that MLC is entitled to exercise its Completion Rights irrespective of any property interest that Defendant may assert with respect to any of the Buildings.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff Motors Liquidation Company, respectfully requests that this Court enter judgment against Defendant in the following manner:

1. An order disallowing Defendant's claim in the secured amount asserted, and allowing such Claim only in an unsecured amount, if any, to be determined at trial;
2. A money judgment in an amount to be determined at trial, as well as pre-judgment and post-judgment interest and costs;
3. A judgment avoiding the Preferential Transfers;
4. A judgment quieting title to the Pontiac Validation Center, Lansing Plants 2, 3 and 6 and Grand Blanc Demolition Sites in MLC;
5. A declaratory judgment that MLC is entitled to exercise its Completion Rights irrespective of any property interest that Defendant may assert with respect to any of the Buildings; and
6. An award of MLC's costs, attorneys' fees and whatever further relief this Court may deem appropriate.

Dated: April 9, 2010

Respectfully submitted,

PEPPER HAMILTON LLP

/s/ Deborah Kovsky-Apap  
Deborah Kovsky-Apap  
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100 Renaissance Center  
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*Ordinary Course Professionals for Motors  
Liquidation Company*

Tax ID Number: 12-09-300-004 (as to Parcel A); 56-09-400-022 (as to Parcel B)

Land situated in the Township of Grand Blanc, in the County of Genesee, State of Michigan is described as follows:

PARCEL A:

ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWN 6 NORTH, RANGE 7 EAST, GRAND BLANC TOWNSHIP, GENESEE COUNTY, MICHIGAN, LYING EASTERLY OF THE EAST RIGHT OF WAY LINE OF DORT HIGHWAY AND DORT HIGHWAY. EXCEPTING THEREFROM THE FOLLOWING PREMISES CONVEYED BY COVENANT DEED RECORDED IN INSTRUMENT NO. 20051260009155, DESCRIBED AS: PART OF SECTION 9, TOWN 6 NORTH, RANGE 7 EAST, TOWNSHIP OF GRAND BLANC, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE, WHICH IS NORTH 88 DEGREES 58 MINUTES 16 SECONDS EAST, 296.00 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 59 MINUTES 34 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF DORT HIGHWAY EXTENSION, 627.13 FEET TO THE SOUTHEASTERLY LINE OF CONSUMERS ENERGY COMPANY PROPERTY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE, NORTH 24 DEGREES 45 MINUTES 07 SECONDS EAST, 243.89 FEET AND NORTH 49 DEGREES 11 MINUTES 44 SECONDS EAST, 1186.67 FEET TO THE SOUTHWESTERLY LINE OF SAGINAW ROAD; THENCE SOUTH 40 DEGREES 55 MINUTES 25 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 2093.21 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 16 SECONDS WEST, 4.02 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 44 SECONDS WEST, 354.11; THENCE SOUTH 49 DEGREES 09 MINUTES 08 SECONDS WEST 409.24 FEET; THENCE SOUTH 38 DEGREES 08 MINUTES 45 SECONDS EAST, 20.25 FEET; THENCE SOUTH 49 DEGREES 28 MINUTES 33 SECONDS WEST, 105.46 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 51 MINUTES 13 SECONDS WEST, 152.50 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 69 DEGREES 51 MINUTES 18 SECONDS WEST, 164.18 FEET; THENCE NORTH 53 DEGREES 58 MINUTES 29 SECONDS WEST 105.44 FEET THENCE NORTH 48 DEGREES 17 MINUTES 30 SECONDS EAST, 26.50 FEET; THENCE NORTH 42 DEGREES 40 MINUTES 11 SECONDS WEST, 20.97 FEET; THENCE SOUTH 48 DEGREES 37 MINUTES 35 SECONDS WEST, 26.06 FEET; THENCE NORTH 40 DEGREES 54 MINUTES 28 SECONDS WEST 501.10 FEET; THENCE SOUTH 49 DEGREES 07 MINUTES 41 SECONDS WEST, 999.97 FEET; THENCE NORTH 40 DEGREES 50 MINUTES 37 SECONDS WEST, 258.51 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 503.00 FEET WITH A CHORD BEARING AND DISTANCE OF NORTH 76 DEGREES 53 MINUTES 29 SECONDS WEST, 245.10 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 59 MINUTES 34 SECONDS WEST, 120.21 FEET TO SAID EAST RIGHT OF WAY LINE OF DART HIGHWAY EXTENSION; THENCE NORTH 00 DEGREES 59 MINUTES 34 SECONDS WEST, ALONG SAID EAST LINE, 518.05 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE TEMPORARY ACCESS ROADWAY EASEMENT FOR THE PURPOSE OF PERMITTING THE PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS TO AND FROM DORT HIGHWAY, EVIDENCED OF RECORD BY ACCESS EASEMENT AGREEMENT (RACEWAY) RECORDED IN INSTRUMENT NO. 200407220078701, GENESEE COUNTY RECORDS.

ALL THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16 LYING NORTHERLY OF A LINE DESCRIBED AS: BEGINNING NORTH 89 DEGREES 41 MINUTES EAST, 100 FEET AND NORTH 00 DEGREES 05 MINUTES 20 SECONDS WEST 283.48 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 70 DEGREES EAST TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 16 AND THE POINT OF ENDING.

200910160068482 37 of 40

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES CONVEYED BY DEED RECORDED IN THE DEED LIBER 1331, PAGE 505 TO THE CHESAPEAKE AND OHIO RAILWAY COMPANY, DESCRIBED AS: PART OF SECTION 16, TOWN 6 NORTH, RANGE 7 EAST AND LOT 189 OF ASSESSOR'S PLAT NO. 3, CITY OF GRAND BLANC, TOWN 6 NORTH, RANGE 7 EAST, CITY OF GRAND BLANC AND TOWNSHIP OF GRAND BLANC, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST 1/8TH LINE OF SAID SECTION 16, WHICH IS NORTH 89 DEGREES 44 MINUTES EAST ALONG THE NORTH LINE OF SAID SECTION 16, 1331.59 FEET AND SOUTH 00 DEGREES 07 MINUTES 30 SECONDS WEST, 281.92 FEET FROM THE NORTH 1/4 POST OF SAID SECTION; THENCE SOUTH 77 DEGREES 33 MINUTES EAST, 216.76 FEET; THENCE 433.07 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 683.87 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 59 DEGREES 24 MINUTES 30 SECONDS EAST, 425.87 FEET; THENCE NORTH 77 DEGREES 01 MINUTE EAST, 39.95 FEET, TO THE CHESAPEAKE AND OHIO RAILWAY COMPANY'S WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 06 DEGREES 51 MINUTES EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 396.75 FEET; THENCE SOUTH 78 DEGREES 04 MINUTES WEST, 147.27 FEET; THENCE NORTH 10 DEGREES 54 MINUTES WEST, 56.85 FEET; THENCE SOUTH 78 DEGREES 58 MINUTES WEST, 100.55 FEET; THENCE NORTH 12 DEGREES 59 MINUTES WEST, 54.00 FEET; THENCE SOUTH 77 DEGREES 01 MINUTE WEST 138.00 FEET, THENCE SOUTH 12 DEGREES 59 MINUTES EAST, 44.00 FEET; THENCE SOUTH 77 DEGREES 01 MINUTE WEST, 283.62 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 30 SECONDS WEST, 296.52 FEET TO THE CENTER LINE OF REID ROAD; THENCE SOUTH 89 DEGREES 11 MINUTES WEST ALONG THE CENTER LINE OF REID ROAD, 1332.60 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES WEST A LONG SAID CENTER LINE OF REID ROAD, 1238.75 FEET; THENCE NORTH 00 DEGREES 12 MINUTES EAST 283.00 FEET; THENCE NORTH 71 DEGREES 00 MINUTES EAST, 1265.00 FEET; THENCE NORTH 78 DEGREES 43 MINUTES EAST, 1403.49 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 30 SECONDS EAST, 79.88 FEET TO THE PLACE OF BEGINNING. ALSO EXCEPTING THEREFROM THE FOLLOWING PREMISES CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN MASTER LIBER 3402, PAGE 63, DESCRIBED AS: PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 7 EAST, TOWNSHIP OF GRAND BLANC, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 57 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1334.40 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 20 SECONDS WEST 545.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 48 DEGREES 47 MINUTES 10 SECONDS EAST 568.31 FEET; THENCE SOUTH 70 DEGREES 51 MINUTES 41 SECONDS WEST 347.48 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 20 SECONDS WEST 283.48 FEET TO THE CENTERLINE OF REID ROAD; THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 100.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 20 SECONDS EAST 772.40 FEET TO THE POINT OF BEGINNING.

## PARCEL B:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, AND THE NORTHEAST 1/4 OF SECTION 16, TOWN 6 NORTH, RANGE 7 EAST, CITY OF GRAND BLANC, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTH 1/4 OF SECTION 9; THENCE SOUTH 600 FEET; THENCE NORTH 78 DEGREES EAST TO THE EAST 1 18TH LINE OF SAID SECTION 16; THENCE NORTH 00 DEGREES 07 MINUTES 30 SECONDS EAST, 79.88 FEET; THENCE SOUTH 77 DEGREES 33 MINUTES EAST 216.76 FEET; THENCE SOUTH 59 DEGREES 24 MINUTES 30 SECONDS EAST, 425.87 FEET; THENCE NORTH 77 DEGREES 01 MINUTE EAST, 39.95 FEET; THENCE NORTH 11 DEGREES 09 MINUTES WEST, 550.13 FEET; THENCE NORTH 15 DEGREES 01 MINUTE WEST, 489.3 FEET; THENCE NORTH 39 DEGREES 06 MINUTES WEST TO THE EAST-WEST 114 LINE; THENCE WESTERLY 4.13 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 114 OF SECTION 9; THENCE SOUTH TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES CONVEYED BY DEED RECORDED IN DEED LIBER 1331, PAGE 505 TO THE CHESAPEAKE AND OHIO RAILWAY COMPANY, DESCRIBED AS: PART OF SECTION 16, TOWN 6 NORTH, RANGE 7 EAST, AND LOT 189 OF ASSESSOR'S PLAT NO.3, CITY OF GRAND BLANC, TOWN 6 NORTH, RANGE 7 EAST, CITY OF GRAND BLANC AND TOWNSHIP OF GRAND BLANC, GENESEE COUNTY, MICHIGAN, DESCRIBED AS:

200910160068482 38 of 40

BEGINNING AT A POINT ON THE EAST 1/8TH LINE OF SAID SECTION 16, WHICH IS NORTH 89 DEGREES 44 MINUTES EAST ALONG THE NORTH LINE OF SAID SECTION 16, 1331.59 FEET AND SOUTH 00 DEGREES 07 MINUTES 30 SECONDS WEST, 281.92 FEET FROM THE NORTH 1/4 POST OF SAID SECTION; THENCE SOUTH 77 DEGREES 33 MINUTES EAST 216.76 FEET; THENCE 433.07 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 683.87 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 59 DEGREES 24 MINUTES 30 SECONDS EAST, 425.87 FEET; THENCE NORTH 77 DEGREES 01 MINUTE EAST, 39.95 FEET, TO THE CHESAPEAKE AND OHIO RAILWAY COMPANY'S WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 06 DEGREES 51 MINUTES EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 396.75 FEET; THENCE SOUTH 78 DEGREES 04 MINUTES WEST, 147.27 FEET; THENCE NORTH 10 DEGREES 54 MINUTES WEST, 56.85 FEET; THENCE SOUTH 78 DEGREES 58 MINUTES WEST, 100.55 FEET; THENCE NORTH 12 DEGREES 59 MINUTES WEST, 54.00 FEET; THENCE SOUTH 77 DEGREES 01 MINUTE WEST 138.00 FEET; THENCE SOUTH 12 DEGREES 59 MINUTES EAST, 44.00 FEET, THENCE SOUTH 77 DEGREES 01 MINUTE WEST, 283.62 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 30 SECONDS WEST 296.52 FEET TO THE CENTER LINE OF REID ROAD; THENCE SOUTH 89 DEGREES 11 MINUTES WEST ALONG THE CENTER LINE OF REID ROAD, 1332.60 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES WEST ALONG SAID CENTER LINE OF REID ROAD, 1238.75 FEET; THENCE NORTH 00 DEGREES 12 MINUTES EAST, 283.00 FEET; THENCE NORTH 71 DEGREES 00 MINUTES EAST 1265.00 FEET; THENCE NORTH 78 DEGREES 43 MINUTES EAST, 1403.49 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 30 SECONDS EAST, 79.88 FEET TO THE PLACE OF BEGINNING. ALSO EXCEPTING THEREFROM THE FOLLOWING PREMISES CONVEYED BY DEED OF GIFT RECORDED IN THE DEED LIBER 1602, PAGE 149, BEING PART OF SECTION 9, TOWN 6 NORTH, RANGE 7 EAST, CITY OF GRAND BLANC, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOVVS: BEGINNING AT A POINT NORTH 00 EGREES 07 MINUTES 30 SECONDS EAST ALONG THE EAST 1/8TH LINE OF SECTION 16, A DISTANCE OF 678.60 FEET TO THE SOUTH LINE OF SECTION 9 AND NORTH 89 DEGREES 44 MINUTES EAST ALONG SAID SOUTH LINE, 200 FEET, AND NORTH 00 DEGREES 21 MINUTES EAST, 143.21 FEET FROM THE NORTHWEST CORNER OF THE RECORDED PLAT OF ASSESSOR'S PLAT NO.3, CITY OF GRAND BLANC; THENCE NORTH 00 DEGREES 21 MINUTES EAST PARALLEL WITH THE EAST 1/8TH LINE OF SAID SECTION 9, A DSTANCE OF 330.0 FEET; THENCE NORTH 50 DEGREES 54 MINUTES EAST, 139.89 FEET TO THE SOUTHWESTERLY LINE OF SAGINAW ROAD (EM-54) ROAD; THENCE SOUTH 39 DEGREES 06 MINUTES EAST ALONG SAID SOUTHWESTERLY LINE OF 112.61 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE C & O RAILROAD; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, CHORD BEARING AND DISTANCE SOUTH 15 DEGREES 33 MINUTES 20 SECONDS EAST, 342.10 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 273.36 FEET TO THE PLACE OF BEGINNING; ALSO EXCEPTING THEREFROM THE FOLLOWING PREMISES CONVEYED BY COVENANT DEED RECORDED IN INSTRUMENT NO. 200603140027555, DESCRIBED AS: PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 6 NORTH, RANGE 7 EAST, CITY OF GRAND BLANC, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERIOR 1/4 COMER OF SAID SECTION 9; THENCE NORTH 88 DEGREES 58 MINUTES 16 SECONDS EAST, 4.02 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAGINAW ROAD, SO-CALLED; THENCE SOUTH 40 DEGREES 55 MINUTES 25 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE 269.41 FEET; THENCE SOUTH 49 DEGREES 09 MINUTES 08 SECONDS WEST 230.19 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 9; THENCE NORTH 01 DEGREE 01 MINUTES 44 SECONDS WEST, 354.11 FEET TO THE PLACE OF BEGINNING.

## EXCEPTING THE FOLLOWING:

PARCEL A: PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWN 6 NORTH, RANGE 7 EAST, GRAND BLANC TOWNSHIP, GENESEE COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9: THENCE NORTH 87 DEGREES 58' 15" E, 310.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 9 TO THE EAST RIGHT OF WAY LINE OF DORT HIGHWAY PER RECORDED DOCUMENT IN L.1980, P.44, GENESEE

200910160068482 39 of 40

COUNTY RECORDS; THENCE NORTH 02 DEGREES 14' 45" W, 1023.00 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 87 DEGREES 58' 15" E, 63.63 FEET PARALLEL WITH AND 1023 FEET NORTH OF MEASURED AT RIGHT ANGLES, SAID SOUTH SECTION LINE; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF DORT HIGHWAY, NORTH 01 DEGREES 42' 28" W, 398.59 FEET PARALLEL WITH AND 365 FEET EAST OF, MEASURED AT RIGHT ANGLES, THE WEST LINE OF SAID SECTION 9 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 42' 28" W, 522.76 FEET PARALLEL WITH AND 365 FEET EAST OF, MEASURED AT RIGHT ANGLES, THE WEST LINE OF SAID SECTION 9; THENCE NORTH 89 DEGREES 07' 15" E, 107.06 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AN ARC DISTANCE OF 168.34 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, DELTA ANGLE OF 48 DEGREES 13' 34" AND A CHORD BEARING AND DISTANCE OF SOUTH 66 DEGREES 45' 58" E, 163.42 FEET; THENCE SOUTH 42 DEGREES 39' 11" E, 175.06 FEET; THENCE SOUTH 47 DEGREES 25' 37" W, 489.19 FEET TO THE POINT OF BEGINNING, CONTAINING 2.64 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS OF WAY WHETHER USED, IMPLIED OR OF RECORD.

PARCEL B: PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWN 6 NORTH, RANGE 7 EAST, GRAND BLANC TOWNSHIP, GENESEE COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 87 DEGREES 58' 15" E, 310.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 9 TO THE EAST RIGHT OF WAY LINE OF DORT HIGHWAY PER RECORDED DOCUMENT IN L.1980, P.44, GENESEE COUNTY RECORDS; THENCE NORTH 02 DEGREES 14' 45" W, 473.42 FEET ALONG SAID EAST RIGHT OF WAY UNE TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 14' 45" W, 549.58 FEET; THENCE NORTH 87 DEGREES 58' 15" E, 63.63 FEET PARALLEL WITH AND 1023 FEET NORTH OF, MEASURED AT RIGHT ANGLES, SAID SOUTH SECTION LINE; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF DORT HIGHWAY, NORTH 01 DEGREES 42' 28" W, 398.59 FEET PARALLEL WITH AND 365 FEET EAST OF, MEASURED AT RIGHT ANGLES, THE WEST LINE OF SAID SECTION 9; THENCE NORTH 47 DEGREES 25' 37" E, 489.19 FEET; THENCE SOUTH 42 DEGREES 39' 11" E, 925.47 FEET; THENCE SOUTH 22 DEGREES 17' 46" W, 610.50 FEET; THENCE SOUTH 87 DEGREES 25' 50" W, 786.65 FEET TO THE POINT OF BEGINNING, CONTAINING 21.22 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS OF WAY WHETHER USED, IMPLIED OR OF RECORD.

PROPOSED ACCESS EASEMENT: AN EASEMENT FOR ACCESS, INGRESS AND EGRESS BEING PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWN 6 NORTH, RANGE 7 EAST, GRAND BLANC TOWNSHIP, GENESEE COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 87 DEGREES 58' 15" E, 310.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 9 TO THE EAST RIGHT OF WAY LINE OF DORT HIGHWAY PER RECORDED DOCUMENT IN L. 1980, P. 44, GENESEE COUNTY RECORDS; THENCE NORTH 02 DEGREES 14' 45" W, 1023.00 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE N 87 DEGREES 58' 15" E, 63.63 FEET PARALLEL WITH AND 1023 FEET NORTH OF, MEASURED AT RIGHT ANGLES, SAID SOUTH SECTION LINE; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF DORT HIGHWAY, NORTH 01 DEGREES 42' 28" W, 883.72 FEET PARALLEL WITH AND 365 FEET EAST, MEASURED AT RIGHT ANGLES, THE WEST LINE OF SAID SECTION 9 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 42' 28" W, 150.46 FEET PARALLEL WITH AND 365 FEET EAST OF, MEASURED AT RIGHT ANGLES, SAID WEST LINE OF SECTION 9; THENCE SOUTH 47 DEGREES 01' 58" EAST 27.30 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, AN ARC DISTANCE OF 247.59 FEET, SAID CURVE HAVING A RADIUS OF 503.00 FEET, DELTA ANGLE OF 28 DEGREES 12' 10" AND A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 55' 53" E, 245.10 FEET; THENCE SOUTH 41 DEGREES 53' 01" E, 258.51 FEET; THENCE SOUTH 41 DEGREES 32' 37" E, 277.46 FEET; THENCE SOUTH 48 DEGREES 21' 28" W, 73.84 FEET; THENCE NORTH 41 DEGREES 32' 37" W, 212.26 FEET; THENCE N 42 DEGREES 10' 07" W, 64.85 FEET; THENCE N 41 DEGREES 53' 01" W, 70.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, AN ARC DISTANCE OF 343.11 FEET SAID CURVE HAVING A RADIUS OF 392.00 FEET, DELTA ANGLE OF 50 DEGREES 08' 59" AND A

200910160068482 40 of 40

CHORD BEARING AND DISTANCE OF N 66 DEGREES 57' 29" W, 332.26 FEET; THENCE S 42 DEGREES 58' 02" W, 28.50 FEET TO THE POINT OF BEGINNING.

Commonly known as: 10800 South Saginaw Street, Flint, MI 48507



\*U00927774\*

1371 9/25/2009 75987876/4

## **Exhibit A - LEGAL DESCRIPTION**

**Deal** 11-01659925  
**Number:**

**Title** 11-03235102 REV. NO. 3  
**Number:**

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Tax ID Numbers: **33-21-01-07-426-001, 33-21-01-18-226-001, 33-21-01-18-276-001, 33-21-01-18-276-002, 33-21-01-18-276-003, 33-21-01-18-277-001, 33-21-01-18-277-002, 33-21-01-18-278-007, 33-21-01-18-278-010, 33-21-01-18-227-001, 33-01-01-17-101-023, 33-01-01-17-176-001**

Land situated in the **Township of Lansing**, in the County of **Eaton**, State of **Michigan** is described as follows:

North 26 feet of Lot 31 and all of Lot 32, Capitol View Subdivision, Township of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 7 of Plats, Page 5, Ingham County Records.  
(33-21-01-18-276-002)

Lots 51 and 52, Capitol View Subdivision, Township of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 7 of Plats, Page 5, Ingham County Records.  
(33-21-02-18-277-001)

Lots 71 and 72, Capitol View Subdivision, Township of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 7 of Plats, Page 5, Ingham County Records.  
(33-21-01-18-277-002)

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## **Exhibit A - LEGAL DESCRIPTION**

Deal  
Number:

11-01659925

Title  
Number:

11-03235102 REV. NO. 3

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Lots 1 through 22, Michigan Heights, Township of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 8 of Plats, Page 26, Ingham County Records; EXCEPT that part of Lot 3 described as beginning at the Southwest corner of said Lot 3, running thence along the Westerly lot line N 00° 00' 00" E 25.00 feet; thence S 45° 08' 00" E 35.27 feet to the South lot line; thence S 89° 44' 00" W 25.00 feet to the point of beginning. Also Lots 10 through 30 and South 16 feet of Lot 31; and North 6.8 feet of Lot 44; and Lots 45 through 50; and North 6.8 feet of Lot 64; and Lots 65 through 70; and North 6.8 feet of Lot 84; and Lots 85 through 92, Capitol View Subdivision, Township of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 7 of Plats, Page 5, Ingham County Records. Also a parcel described as commencing at the East 1/4 post of Section 18, thence West 660 feet; thence North 990 feet; thence East 660 feet; thence South 990 feet to the point of beginning; EXCEPT South 661.2 feet of the West 420 feet; ALSO EXCEPT commencing at the Southeast corner, thence West 240 feet; thence North 661.2 feet, Northeasterly to a point 990 feet North of point of beginning; thence South 990 feet to point of beginning, Township of Lansing, Ingham County, Michigan.  
(33-21-01-18-276-003)

Lots 4 through 9 and Lots 33 through 43; and South 33.2 feet of Lot 44; and Lots 53 through 63; and South 33.2 feet of Lot 64; and Lots 76 through 83; and South 33.2 feet of Lot 84, Capitol View Subdivision, Township of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 7 of Plats, Page 5, Ingham County Records. Also a parcel described as commencing at the East 1/4 post of Section 18, T4N, R2W, thence West 660

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## **Exhibit A - LEGAL DESCRIPTION**

Deal  
Number: 11-01659925

Title  
Number: 11-03235102 REV. NO. 3

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feet; thence North 990 feet; thence East 660 feet; thence South 990 feet to point of beginning, EXCEPT the North 328.8 feet of the West 420 feet and EXCEPT beginning at the Northeast corner thence West 240 feet; thence South 328.8 feet; thence Northeast to point of beginning, Township of Lansing, Ingham County, Michigan.  
(33-21-01-18-278-007)

Lot 92, Capitol View Subdivision, Township of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 7 of Plats, Page 5, Ingham County Records.  
(33-21-01-18-278-010; NOTE: above parcel also included in 33-21-01-18-276-003)

Beginning at the Northeast corner of Section 18, South 50 feet on the East section line, thence S 89° 39' W 812.37 feet, thence N 73° 08' 23" W to a point S 89° 39' E 974.10 feet from the Northeast corner of Section 18, thence S 89° 39' E 974.10 feet to the Northeast corner of Section 18, T4N, R2W, Ingham County, Michigan; ALSO all that portion of land lying South of the above described parcel and North of relocated Saginaw Street.  
(33-21-01-18-226-001)

North 50 acres of the East 1/2 of the Northeast 1/4 of Section 18, T4N, R2W; EXCEPT that portion North of and relocated Saginaw Street in the Northeast corner; Also Lots 24 through 62 inclusive, except the North 17 feet of Lots 60, 61 and 62 and the East 132 feet of vacated Elaine Street, Michigan Heights,

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## **Exhibit A - LEGAL DESCRIPTION**

Deal  
Number:

11-01659925

Title  
Number:

11-03235102 REV. NO. 3

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Township of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 8 of Plats, Page 26, Ingham County Records. (33-21-01-18-227-001)

Commencing at the Southwest corner of Verlinden Avenue and Osborn Road, thence South 1737.57 feet to the North line of Michigan Avenue, thence West 1191.37 feet to the East line LM Railroad Right-of-Way, thence Northerly to a point on the South line of Saginaw Street relocated lying 72.1 feet East and 247.44 feet South of the Northwest corner of Section 17, thence Northeasterly along Right-of-Way to the West line of Stanley Street, thence South to the South line of Osborn Road, thence East to the point of beginning; EXCEPT a parcel described as commencing at the Northwest corner of Section 17, thence S 89° 55' 20" E 218.6 feet on the North line of said Section 17, thence S 00° 26' 38" E 100.0 feet to point of beginning, running thence S 00° 26' 38" E 87.05 feet, thence N 67° 52' 03" E 106.37 feet to a point of curvature, thence Northeasterly 150.09 feet on the arc of a 1072.92 foot radius curve to the right whose chord bears N 71° 52' 30" E 149.93 feet to a point lying 100.0 feet South of North line of said Section 17, thence N 89° 55' 20" W 241.69 feet to the point of beginning, T4N, R2W, City of Lansing, Ingham County, Michigan. (33-01-01-17-101-023)

Lots 6 and 7, McPherson's Inverness Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 7 of Plats, Page 15, Ingham County Records. (33-01-01-17-176-001)

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## **Exhibit A - LEGAL DESCRIPTION**

**Deal** 11-01659925  
**Number:**

**Title** 11-03235102 REV. NO. 3  
**Number:**

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The East 1/2 of the Southeast 1/4 of Section 7, EXCEPT the East 150 feet of the South 1847.6 feet on the Southeast 1/4; ALSO the Southwest 1/4 of the Southeast 1/4 EXCEPT the West 330 feet, Section 7, T4N, R2W, Township of Lansing, Ingham County, Michigan.  
(33-21-01-07-426-001)

Lot 23, Michigan Heights, Township of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 8 of Plats, Page 26, Ingham County Records.  
(33-21-01-18-276-001)

**Commonly known as:** 2801 West Saginaw, Lansing, MI 48917

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Exhibit A

Legal Description

Tax ID Number: 14-33-302-001; 14-33-302-002; 14-33-302-003; 14-33-351-001

14-33-351-012; 19-04-126-002; 19-04-126-009; Lots 1-16, 17+9-42, 10, 11+12, 1-8, 1+2, 148-15, 158+165

Land situated in the City of Pontiac, in the County of Oakland, State of Michigan is described as follows:

PARCEL A: A parcel of land located on the North side of South Boulevard between Franklin Road and Saginaw Street, City of Pontiac, Oakland County, Michigan, being Lots 1 through 32, inclusive, including vacated streets, of DONALDSON ADDITION to the City of Pontiac, Oakland County, Michigan, as recorded in Liber 8 of Plats, Page 5, Oakland County Records, Lots 33 through 42, inclusive, of DONALDSON ADDITION NO.1 to the City of Pontiac, Oakland County, Michigan, as recorded in Liber 18 of Plats, Page 39, Oakland County Records, Lots 1 through 8, inclusive, of SACHSE ADDITION to the City of Pontiac, Oakland County, Michigan, including that part of vacated Wilson Avenue lying adjacent thereto, as recorded in Liber 9 of Plats on Page 4, Oakland County Records, Lot 1, Lots 10 through 42, inclusive, and part of Lots 7, 8, and 9, including vacated streets and alleys of RAPID MOTOR ADDITION to the City of Pontiac, Michigan, as recorded in Liber 5 of Plats on Page 49, Oakland County Records, Lots 1 through 11, inclusive and part of Lot 12 of ASSESSOR'S PLAT NO. 90, including that part of vacated Wilson Avenue lying adjacent thereto, part of the Southwest 1/4 of Section 33, Town 3 North, Range 10 East, as recorded in Liber 18 of Plats on Page 90, Oakland County Records, and Lots 1, 2, 3, 8, 9, 10, and 15 and part of Lots 4, 5, 6, 7, 11, 12, 13, 14, and 16 of ASSESSOR'S PLAT NO. 91, including that part of vacated Wilson Avenue lying adjacent thereto, part of the Southwest 1/4 of Section 33, Town 3 North, Range 10 East, as recorded in Liber B-1 of Plats on Page 91, Oakland County Records, all being located in the City of Pontiac Oakland County, Michigan and being more particularly described as follows: Beginning at the Northeast corner of Franklin Road (width varies) and South Boulevard (width varies, said point being also the Southwest corner of Lot 42 of said DONALDSON ADDITION NO.1; proceeding thence from said point of beginning North 05 degrees 04 minutes 47 seconds East along the East line of said Franklin Road, said line being also the West line of Lots 42, 41 and 40 of said DONALDSON ADDITION NO.1, the West line of Lot 1 of said ASSESSOR'S PLAT NO. 91 and the West line of Lots 4 through 1, inclusive, of said SACHSE ADDITION, a distance of 1032.43 feet to the Northwest corner of Lot 1 of said SACHSE ADDITION; thence North 06 degrees 12 minutes 07 seconds East across the Westerly end of vacated Wilson Avenue (width varies), a distance of 59.61 feet to the Northeast corner of vacated Wilson Avenue and Franklin Road, said point being also the Southwest corner of Lot 3 of said ASSESSOR'S PLAT NO. 90; thence North 05 degrees 57 minutes 22 seconds East along the East line of said Franklin Road, said line being also the West line of Lots 3, 2, 1 and 4 of said ASSESSOR'S PLAT NO. 90, a distance of 332.15 feet to the Northwest corner of said Lot 4; thence continuing along the East

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8005  
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Former Validation Center, Pontiac, MI

line of said Franklin Road, North 05 degrees 52 minutes 14 seconds East, said line being also the West line of Lots 26 through 19, inclusive, the West end of vacated Josephine Street (40 feet wide), and the West line of Lots 18 through 10, inclusive, and part of Lot 9 of said RAPID MOTOR ADDITION, a distance of 930.25 feet to the Southeasterly corner of Franklin Road and Rapid Street as opened through said subdivision; thence North 60 degrees 29 minutes 25 seconds East along the Southerly line of Rapid Street (46 feet wide), said line runs through the interior of Lots 9, 8, and 7 of said RAPID MOTOR ADDITION and is the Northerly end of vacated Motor Street (50 feet wide) and the Northerly line of Lot 1 of said subdivision, a distance of 410.51 feet to the point of intersection of the Southerly line of said Rapid Street with the Westerly line of the Grand Trunk Western Railroad right-of-way (80 feet wide) said point being also the northeasterly corner of said Lot 1; thence South 29 degrees 51 minutes 20 seconds

East along the Westerly line of said railroad right-of-way, said line being also part of the Easterly line of said Lot 1, a distance of 753.26 feet to a point of curve in said right-of-way; thence continuing along said right-of-way line along the arc of a curve concave to the Northeast, radius 3090.45 feet, an arc distance of 725.29 feet (chord bears South 36 degrees 34 minutes 44 seconds East, 723.64 feet) to the Southeasterly corner of said Lot 1 and of said subdivision; thence Southeasterly along said right-of-way line on the arc of

a curve which is concave to the Northeast and which forms the Northeasterly line of Lots 9 and 10 of said ASSESSOR'S PLAT NO. 90, an arc distance of 45.90 feet (chord bears South 43 degrees 29 minutes 04 seconds 45.90 feet) to the lot corner common to Lots 10 and 11 of said ASSESSOR'S PLAT; thence continuing Southeasterly along said right-of-way line along the arc of a curve concave to the Northeast, radius 3090.45 feet, an arc distance of 242.81 feet (chord bears South 46 degrees 16 minutes 05 seconds East 242.76 feet) to the point of intersection of said right-of-way with the Westerly line of Saginaw Street, as widened; thence South 26 degrees 44 minutes 58 seconds East, 146.57 feet along the Westerly line of said Saginaw Street through the interior of Lot 12 of said ASSESSOR'S PLAT NO. 90 and across the Easterly end of said vacated Wilson Avenue to a point on the Northerly line of Lot 4 of said ASSESSOR'S PLAT NO.

91; thence continuing along the Westerly line of said Saginaw Street South 26 degrees 15 minutes 20 seconds East through the interior of said Lot 4, a distance of 48.54 feet to a point on the Southerly line of said lot; thence continuing Southeasterly along the Westerly line of said street, through the interior of Lots 5, 6, 7, and 11 of said ASSESSOR'S PLAT NO. 91, to a point on the Southerly line of said Lot 11; thence

continuing Southeasterly along the Westerly line of said street, through the interior of Lots 12, 13, 14, and part of Lot 16 of said ASSESSOR'S PLAT NO. 91, to an angle point in said street line; thence South 22 degrees 53 minutes 27 seconds East along the Westerly line of South Saginaw Street, as widened, a distance of 305.95 feet to the Northeasterly corner of a triangular parcel of land deeded to the Michigan State Highway Department for Highway purposes, as recorded in Liber 5802 of Deeds on Page 794, Oakland County Records; thence South 33 degrees 51 minutes 26 seconds West along the Northwesterly

line of said triangular parcel, a distance of 19.97 feet to a point on the North line of South Boulevard (width varies); thence North 84 degrees 29 minutes 13 seconds West along the North

Former Validation Center, Pontiac, MI

line of said South Boulevard, said line being also the South line of part of Lot 16, the South line of Lots 10, 9, and 1 of said ASSESSOR'S PLAT NO. 91, the South line of Lots 32, 31, and 30, the South end of vacated York Street (40 feet wide), the South line of Lots 19 through 14, inclusive, the South end of vacated Duke Street (40 feet wide) and the South line of Lots 3, 2, and 1 of said DONALDSON ADDITION and the South line of Lots 33 through 39, inclusive, and Lot 42 of said DONALDSON ADDITION NO.1, a distance of 2235.07 feet to the point of beginning.

27002

PARCEL B: A parcel of land located on the South side of South Boulevard West of Howland Avenue, City of Pontiac, Oakland County, Michigan, being Lots 52 through 59, inclusive, Lots 49 through 51, inclusive, except the North 10.00 feet, Lots 60 through 78, inclusive, except the North 10.00 feet thereof, and Lots 79 through 120, inclusive, of WOODWARD ESTATES SUBDIVISION of part of the East 1/2 of the Northwest

1/4 of Section 4, Town 2 North, Range 10 East, Township of Bloomfield, (now City of Pontiac), Oakland County, Michigan, as recorded in Liber 27 of Plats, on Page 2, Oakland County Records, including the vacated alley adjacent to said lots.

PARCEL C: A parcel of land located on the Westerly side of South Saginaw Street, South of Rapid Street, City of Pontiac, Oakland County, Michigan, being Lot 15 of the PLAT OF HAMMOND'S ADDITION, City of Pontiac, Oakland County, Michigan, as recorded in Liber 4 of Plats on Page 47, Oakland County Records.

4047

200 South Blvd West

Commonly known as: ~~See Attached~~, Pontiac, MI 48342

Former Validation Center, Pontiac, MI