

SCHEDULE OF COORDINATES

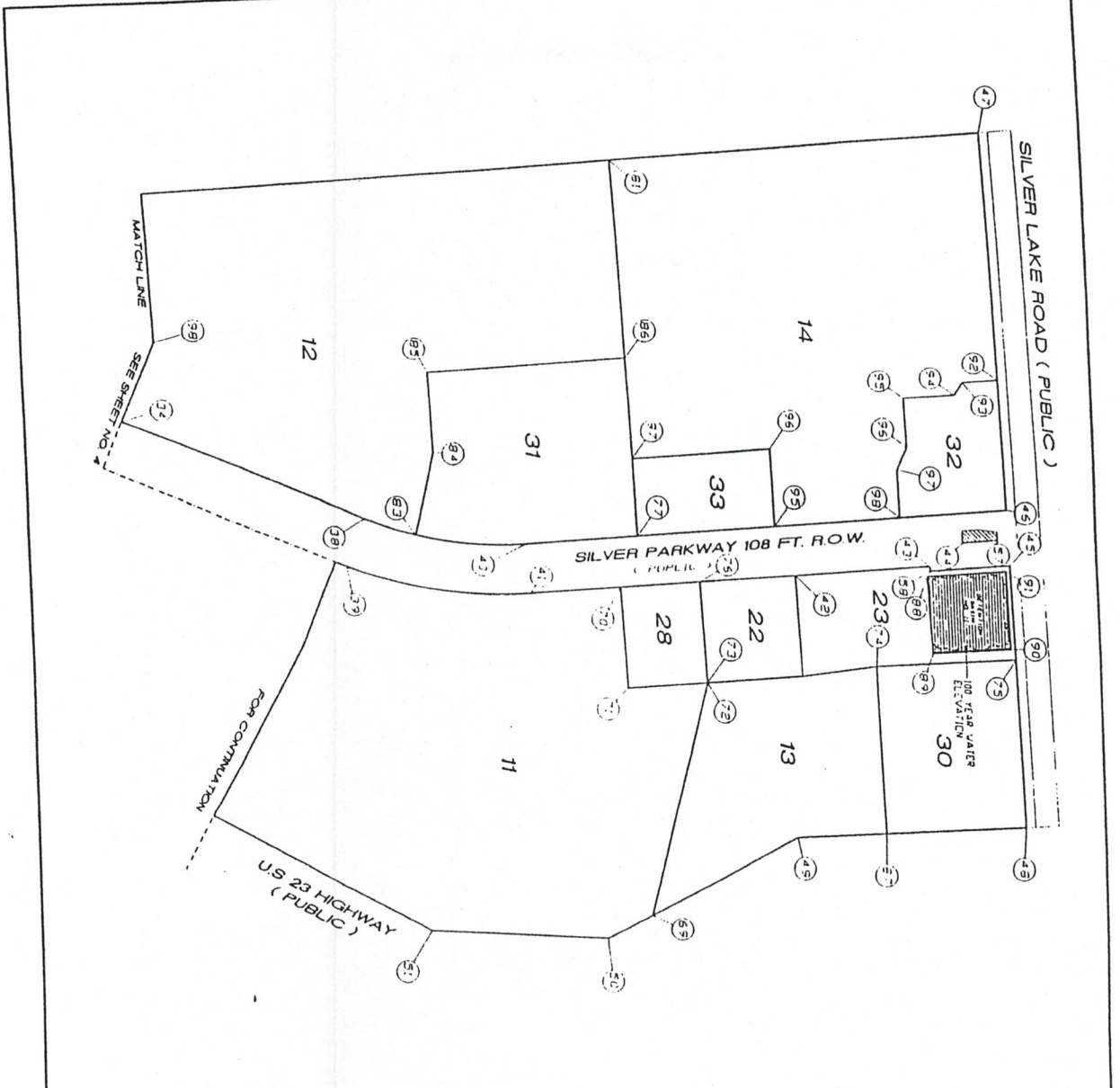
PT	NORTH	EAST
18	6938.66	6072.87
20	7729.44	7880.54
22	7281.29	7205.00
23	7912.29	7551.70
24	7481.04	7643.70
25	7402.79	7582.45
26	6985.72	5819.33
27	6885.52	5479.25
28	7702.78	5415.55
29	7702.78	7133.00
30	7702.78	7665.58
31	7699.16	7862.55
32	7627.10	7942.31
33	8102.88	8055.42
34	8441.21	8054.90
35	8802.35	8365.70
36	8816.29	7979.29
37	6836.25	7940.57
38	6082.22	7006.57
39	7239.49	7133.00
40	7239.49	5480.44
41	7239.49	5895.44
42	6719.53	7133.00
43	6719.53	7815.71
44	7239.49	8137.70
45	9319.25	8239.00
46	9014.97	7902.89
47	8515.18	7578.07

JKK & ASSOCIATES, INC.
 2001 W. 12TH ST.
 CHEVY CHASE, MD 20815-2680

SITE PLAN

SILVER LAKE VILLAGE

DATE: 11/10/00
 DRAWN BY: JMK
 CHECKED BY: JMK
 SCALE: AS SHOWN
 JOB NO: 00-001-01-04
 SHEET NO: 4



LEGEND

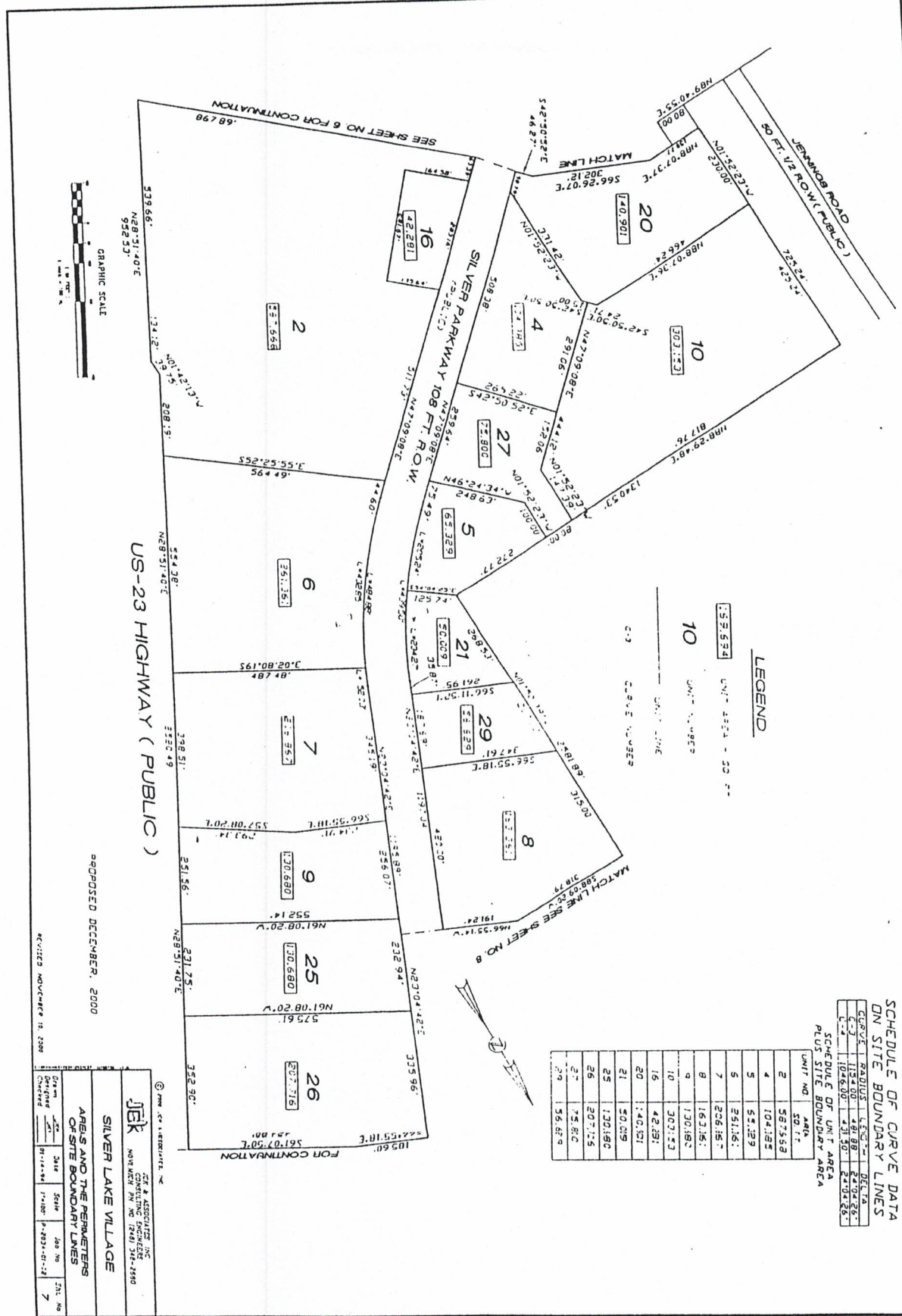
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITS OF TOWNSHIP
- 13 UNIT NUMBER
- APPROPRIATE POINT NUMBER

NOTE: ALL UNITS AND GENERAL COMMON ELEMENT
 AREAS ARE CONVERTIBLE APARTS PURSUANT
 TO ARTICLE VIII OF THE MASTER DEED
 SCHEDULE OF COORDINATES

NO.	NORTH	EAST	SOUTH	WEST
34	528.31	524.80	71.13	384.45
28	528.31	524.80	71.13	384.45
29	528.31	524.80	71.13	384.45
40	528.31	524.80	71.13	384.45
41	528.31	524.80	71.13	384.45
42	528.31	524.80	71.13	384.45
43	528.31	524.80	71.13	384.45
44	528.31	524.80	71.13	384.45
45	528.31	524.80	71.13	384.45
46	528.31	524.80	71.13	384.45
47	528.31	524.80	71.13	384.45
48	528.31	524.80	71.13	384.45
49	528.31	524.80	71.13	384.45
50	528.31	524.80	71.13	384.45
51	528.31	524.80	71.13	384.45
52	528.31	524.80	71.13	384.45
53	528.31	524.80	71.13	384.45
54	528.31	524.80	71.13	384.45
55	528.31	524.80	71.13	384.45
56	528.31	524.80	71.13	384.45
57	528.31	524.80	71.13	384.45
58	528.31	524.80	71.13	384.45
59	528.31	524.80	71.13	384.45
60	528.31	524.80	71.13	384.45
61	528.31	524.80	71.13	384.45
62	528.31	524.80	71.13	384.45
63	528.31	524.80	71.13	384.45
64	528.31	524.80	71.13	384.45
65	528.31	524.80	71.13	384.45
66	528.31	524.80	71.13	384.45
67	528.31	524.80	71.13	384.45
68	528.31	524.80	71.13	384.45
69	528.31	524.80	71.13	384.45
70	528.31	524.80	71.13	384.45
71	528.31	524.80	71.13	384.45
72	528.31	524.80	71.13	384.45
73	528.31	524.80	71.13	384.45
74	528.31	524.80	71.13	384.45
75	528.31	524.80	71.13	384.45
76	528.31	524.80	71.13	384.45
77	528.31	524.80	71.13	384.45
78	528.31	524.80	71.13	384.45
79	528.31	524.80	71.13	384.45
80	528.31	524.80	71.13	384.45
81	528.31	524.80	71.13	384.45
82	528.31	524.80	71.13	384.45
83	528.31	524.80	71.13	384.45
84	528.31	524.80	71.13	384.45
85	528.31	524.80	71.13	384.45
86	528.31	524.80	71.13	384.45
87	528.31	524.80	71.13	384.45
88	528.31	524.80	71.13	384.45
89	528.31	524.80	71.13	384.45
90	528.31	524.80	71.13	384.45
91	528.31	524.80	71.13	384.45
92	528.31	524.80	71.13	384.45
93	528.31	524.80	71.13	384.45
94	528.31	524.80	71.13	384.45
95	528.31	524.80	71.13	384.45
96	528.31	524.80	71.13	384.45
97	528.31	524.80	71.13	384.45
98	528.31	524.80	71.13	384.45
99	528.31	524.80	71.13	384.45
100	528.31	524.80	71.13	384.45

PREPARED: DECEMBER, 2000
 JPK
 500 WILSON ST. SUITE 200
 WILSON, NC 27603
 (704) 241-2280
 (704) 241-2281

SITE PLAN				
DATE	BY	SCALE	SHEET NO.	TOTAL SHEETS
01-04-01	JPK	1"=100'	9	9



LEGEND

10 UNIT AREA
 10 UNIT AREA

**SCHEDULE OF CURVE DATA
 ON SITE BOUNDARY LINES
 PLUS SITE BOUNDARY AREA**

CURVE	RADIUS	CHORD	DELTA
C-1	1154.00	481.89	24.9225
C-2	1046.00	431.50	24.0125

**SCHEDULE OF UNIT AREA
 PLUS SITE BOUNDARY AREA**

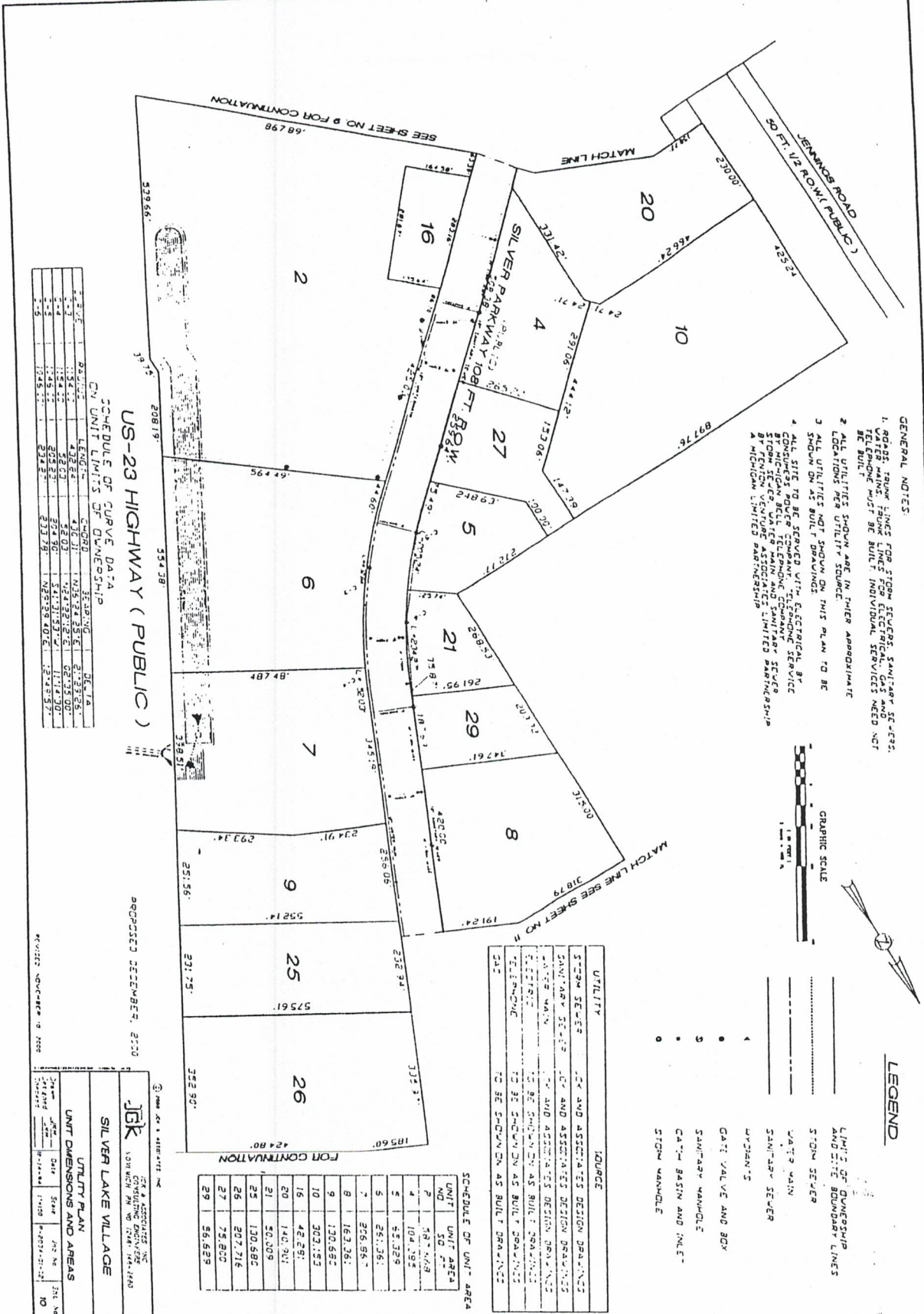
UNIT NO.	AREA
2	587.558
4	104.355
5	51.129
6	251.161
7	206.187
8	163.185
9	130.182
10	307.123
16	42.131
20	140.501
21	50.019
25	130.182
26	207.125
27	25.812
29	58.879

REVISIONS
 DECEMBER, 2000

J&K
 SURVEYORS & ASSOCIATES, INC.
 1000 W. MAIN ST., SUITE 200
 CHEVY CHASE, MD 20841-4401
 (301) 251-7400

SILVER LAKE VILLAGE
ARIELS AND THE PERIMETERS
OF SITE BOUNDARY LINES

DATE	BY	NO.
12/15/00	JMM	1
12/15/00	JMM	2
12/15/00	JMM	3
12/15/00	JMM	4
12/15/00	JMM	5
12/15/00	JMM	6
12/15/00	JMM	7



GENERAL NOTES:

1. OWNER SHALL PROVIDE ALL UTILITY LINES FOR STORM SEWERS, SANITARY SEWERS, WATER MAINS, FIRE LINES FOR ELECTRICAL, GAS AND TELEPHONE MUST BE BUILT INDIVIDUAL SERVICES NEED NOT BE BUILT
2. ALL UTILITIES SHOWN ARE IN THEIR APPROXIMATE LOCATIONS PER UTILITY SOURCE
3. ALL UTILITIES NOT SHOWN ON THIS PLAN TO BE SHOWN ON AS BUILT DRAWINGS
4. ALL SITE TO BE SERVED WITH ELECTRICAL BY CONDENSED POWER SUPPLY SYSTEM SERVICE TO BE PROVIDED BY THE OWNER AND SANITARY SEWER BY FENIXON VENTURE ASSOCIATES
5. ALL UTILITIES TO BE SHOWN ON AS BUILT DRAWINGS

GRAPHIC SCALE



LEGEND

- LIMITS OF OWNERSHIP AND SITE BOUNDARY LINES
- STORM SEWER
- WATER MAIN
- SANITARY SEWER
- WYMAIN'S
- GATE VALVE AND BOX
- SANITARY MANHOLE
- CATCH BASIN AND INLET
- STORM MANHOLE

UTILITY SOURCE

STORM SEWER	BY AND ASSOCIATES DESIGN DRAWINGS
SANITARY SEWER	BY AND ASSOCIATES DESIGN DRAWINGS
WATER MAIN	BY AND ASSOCIATES DESIGN DRAWINGS
ELECTRIC	TO BE SHOWN ON AS BUILT DRAWINGS
TELEPHONE	TO BE SHOWN ON AS BUILT DRAWINGS
5-1	TO BE SHOWN ON AS BUILT DRAWINGS

SCHEDULE OF UNIT AREA

UNIT NO.	UNIT AREA SQ. FT.
1	587.678
2	104.795
3	55.329
4	251.361
5	276.951
6	163.361
7	130.682
8	303.152
9	140.901
10	42.291
11	140.901
12	50.309
13	130.682
14	207.716
15	75.820
16	56.629

SCHEDULE OF CURVE DATA

STATION	BEARING	LENGTH	CURVE	CHORD	CHORD BEARING	PC	PT
1+00.00	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	1+00.00	1+42.66
1+42.66	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	1+42.66	1+85.32
1+85.32	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	1+85.32	2+27.98
2+27.98	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	2+27.98	2+70.64
2+70.64	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	2+70.64	3+13.30
3+13.30	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	3+13.30	3+55.96
3+55.96	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	3+55.96	3+98.62
3+98.62	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	3+98.62	4+41.28
4+41.28	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	4+41.28	4+83.94
4+83.94	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	4+83.94	5+26.60
5+26.60	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	5+26.60	5+69.26
5+69.26	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	5+69.26	6+11.92
6+11.92	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	6+11.92	6+54.58
6+54.58	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	6+54.58	6+97.24
6+97.24	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	6+97.24	7+39.90
7+39.90	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	7+39.90	7+82.56
7+82.56	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	7+82.56	8+25.22
8+25.22	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	8+25.22	8+67.88
8+67.88	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	8+67.88	9+10.54
9+10.54	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	9+10.54	9+53.20
9+53.20	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	9+53.20	9+95.86
9+95.86	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	9+95.86	10+38.52
10+38.52	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	10+38.52	10+81.18
10+81.18	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	10+81.18	11+23.84
11+23.84	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	11+23.84	11+66.50
11+66.50	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	11+66.50	12+09.16
12+09.16	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	12+09.16	12+51.82
12+51.82	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	12+51.82	12+94.48
12+94.48	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	12+94.48	13+37.14
13+37.14	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	13+37.14	13+79.80
13+79.80	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	13+79.80	14+22.46
14+22.46	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	14+22.46	14+65.12
14+65.12	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	14+65.12	15+07.78
15+07.78	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	15+07.78	15+50.44
15+50.44	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	15+50.44	15+93.10
15+93.10	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	15+93.10	16+35.76
16+35.76	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	16+35.76	16+78.42
16+78.42	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	16+78.42	17+21.08
17+21.08	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	17+21.08	17+63.74
17+63.74	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	17+63.74	18+06.40
18+06.40	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	18+06.40	18+49.06
18+49.06	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	18+49.06	18+91.72
18+91.72	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	18+91.72	19+34.38
19+34.38	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	19+34.38	19+77.04
19+77.04	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	19+77.04	20+19.70
20+19.70	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	20+19.70	20+62.36
20+62.36	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	20+62.36	21+05.02
21+05.02	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	21+05.02	21+47.68
21+47.68	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	21+47.68	21+90.34
21+90.34	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	21+90.34	22+33.00
22+33.00	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	22+33.00	22+75.66
22+75.66	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	22+75.66	23+18.32
23+18.32	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	23+18.32	23+60.98
23+60.98	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	23+60.98	24+03.64
24+03.64	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	24+03.64	24+46.30
24+46.30	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	24+46.30	24+88.96
24+88.96	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	24+88.96	25+31.62
25+31.62	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	25+31.62	25+74.28
25+74.28	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	25+74.28	26+16.94
26+16.94	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	26+16.94	26+59.60
26+59.60	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	26+59.60	27+02.26
27+02.26	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	27+02.26	27+44.92
27+44.92	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	27+44.92	27+87.58
27+87.58	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	27+87.58	28+30.24
28+30.24	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	28+30.24	28+72.90
28+72.90	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	28+72.90	29+15.56
29+15.56	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	29+15.56	29+58.22
29+58.22	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	29+58.22	30+00.88
30+00.88	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	30+00.88	30+43.54
30+43.54	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	30+43.54	30+86.20
30+86.20	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	30+86.20	31+28.86
31+28.86	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	31+28.86	31+71.52
31+71.52	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	31+71.52	32+14.18
32+14.18	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	32+14.18	32+56.84
32+56.84	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	32+56.84	32+99.50
32+99.50	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	32+99.50	33+42.16
33+42.16	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	33+42.16	33+84.82
33+84.82	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	33+84.82	34+27.48
34+27.48	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	34+27.48	34+70.14
34+70.14	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	34+70.14	35+12.80
35+12.80	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	35+12.80	35+55.46
35+55.46	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	35+55.46	35+98.12
35+98.12	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	35+98.12	36+40.78
36+40.78	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	36+40.78	36+83.44
36+83.44	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	36+83.44	37+26.10
37+26.10	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	37+26.10	37+68.76
37+68.76	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	37+68.76	38+11.42
38+11.42	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	38+11.42	38+54.08
38+54.08	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	38+54.08	38+96.74
38+96.74	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	38+96.74	39+39.40
39+39.40	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	39+39.40	39+82.06
39+82.06	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	39+82.06	40+24.72
40+24.72	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	40+24.72	40+67.38
40+67.38	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	40+67.38	41+10.04
41+10.04	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	41+10.04	41+52.70
41+52.70	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	41+52.70	41+95.36
41+95.36	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	41+95.36	42+38.02
42+38.02	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	42+38.02	42+80.68
42+80.68	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	42+80.68	43+23.34
43+23.34	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	43+23.34	43+66.00
43+66.00	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	43+66.00	44+08.66
44+08.66	N 85° 32' 00" E	42.66	1	42.66	N 85° 32' 00" E	44+08.66	44+51.32
44+51.32	N 85° 32' 0						

DEED LIBER 2516 PAGE 124

DATE NOV 15 1993

DEVELOPMENT AGREEMENT

dated as of November 12, 1993

by and between

SLV ASSOCIATES LIMITED PARTNERSHIP

and

KHART CORPORATION

RECORDED
REGISTERED
NOV 15 2 50 PM '93
GENESSEE COUNTY
FLINT MICHIGAN

DEED 2516

68503

(C)
(1)

124

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
ARTICLE I	DEFINITIONS	
1.01	[Intentionally Omitted].....	1
1.02	Common Area Improvements.....	1
1.03	Common Area Plans.....	2
1.04	[Intentionally Omitted].....	2
1.05	Inspecting Agent.....	2
1.06	Kmart Building.....	2
1.07	Kmart Building Plans.....	2
1.08	Kmart Project Manager.....	2
1.09	Phase II Offsite Work.....	2
1.10	Requirements.....	3
ARTICLE II	CONSTRUCTION OF COMMON AREA IMPROVEMENTS	
2.01	Government Approvals.....	3
2.02	Utility Approvals.....	3
2.03	Construction of Common Area Improvements.....	3
2.04	Timetable for Commencement and Completion of Common Area Improvements.....	3
2.05	As-Built Plans for Common Area Improvements; Inspection During Construction.....	4
2.06	Correction of Defects.....	4
2.07	Insurance.....	4
2.08	Temporary Construction Easements.....	4
2.09	Jennings Road.....	4
2.10	Phase II Offsite Work.....	5
2.11	Water Line Extension.....	5
2.12	Service Drive.....	5
2.13	Wetlands Mitigation.....	5
ARTICLE III	COST AND COMPLETION OF COMMON AREA IMPROVEMENTS	
3.01	Reimbursement to Developer of Cost of Common Area Improvements.....	6
3.02	Conditions Precedent to Initial and Subsequent Disbursements.....	6
3.03	Final Disbursement.....	7
3.04	Manner of Disbursement.....	8
3.05	Timing of Disbursements.....	8
3.06	Performance by Kmart.....	9
3.07	Indemnity.....	9
3.08	Reimbursement of Traffic Signal Cost.....	9
3.09	Reimbursement of Sidewalk Construction Cost.....	9
ARTICLE IV	[INTENTIONALLY OMITTED]	

DATE NOV 15 1995

DEED 2516 125

DATE NOV 15 1995

<u>Section</u>	<u>Title</u>	<u>Page</u>
ARTICLE V	CONSTRUCTION OF SHOPPING CENTER	
5.01	[Intentionally Omitted].....	10
5.02	Kmart Building.....	10
ARTICLE VI	INDEMNIFICATION; INSURANCE; MECHANIC'S LIEN	
6.01	Indemnification; Insurance.....	10
6.02	Mechanic's Liens.....	11
ARTICLE VII	DEFAULT; REMEDIES	
7.01	Default.....	12
7.02	Default by Developer; Remedies.....	12
7.03	Default by Kmart; Remedies.....	12
ARTICLE VIII	TERMINATION	
ARTICLE IX	LIENS	
ARTICLE X	MISCELLANEOUS	
10.01	Notices.....	14
10.02	Saturdays, Sundays and Holidays.....	15
10.03	Recording.....	15
10.04	No Joint Venture of Partnership.....	15
10.05	Delays and Extensions of Time.....	15
10.06	Approvals.....	15
10.07	Integration; Severability.....	15
10.08	Departure from Terms.....	16
10.09	Successors and Assigns.....	16
10.10	Law Governing.....	16
10.11	Captions.....	16
Exhibit A	Kmart Parcel Legal Description	
Exhibit A-1	Developer Parcel Legal Description	
Exhibit B	Site Plan	
Exhibit C	Draw Request	
Exhibit C-1	Unconditional Lien Waiver	
Exhibit C-2	Partial Lien Waivers and Sworn Statement	
Exhibit C-3	Final Lien Waivers and Sworn Statement	
Exhibit D	Common Area Plans	
Exhibit E	Phase II Offsite Work	
Exhibit F	Water Line Extension	

DEED 2516 P

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of November, 1993, by and between SLV ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership (hereinafter referred to as "Developer") and KMART CORPORATION, a Michigan corporation (hereinafter referred to as "Kmart").

RECITALS

A. Developer has sold to Kmart and Kmart is the owner of an approximately 25 acre parcel of real property located in Fenton, Michigan, which real property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Kmart Parcel").

B. In order to induce Kmart to purchase the Kmart Parcel and construct a retail store thereon, Developer has agreed to construct certain on-site improvements and all of the off-site improvements and other common area improvements as hereinafter described which are necessary for the operation of the retail store to be constructed by Kmart on the Kmart Parcel.

C. Developer has a land contract vendee's interest in the property in which the offsite improvements are to be constructed, which property is described on Exhibit A-1 attached hereto and incorporated herein by reference (the "Developer Parcel").

D. Kmart and Developer desire to set forth their agreement in more particular detail.

NOW, THEREFORE, for and in consideration of the premises hereinabove set forth, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

In addition to the other terms herein defined, the following terms shall have the meanings set forth in this Article I.

1.01 [Intentionally Omitted.]

1.02 Common Area Improvements. Certain on-site improvements within the Kmart Parcel and all off-site improvements as required by the Common Area Plans. The on-site improvements and the off-site improvements shall be limited to the following:

Fenton, MI 4700

DATE NOV 15 1993

DEED 2516

DATE NOV 15 1993

(a) All off-site improvements described in the Common Area Plans, including driveways, street improvements, street extensions and/or widenings (including the construction of Silver Parkway from Owen Road to Silver Lake Road), that portion of the sidewalk along Silver Parkway located on the Kmart Parcel, vacating of a portion of Jennings Road, median divider strips, stacking and deceleration lanes, gutters, curbs, sidewalks, storm drains, retention basins, water lines, traffic signals (including full turning movement signal at the intersection of (i) Owen Road and Silver Parkway, (ii) Silver Parkway and the main entrance to the Kmart Parcel as depicted on Exhibit B, and (iii) Silver Parkway and Silver Lake Road) and electricity thereto, and installation of necessary utilities, natural gas, water and electricity to the property line of the Kmart Parcel, as well as all other off-site improvements required by governmental agencies; and

(b) Filling of existing drain, vacating and removal of Jennings Road on the Kmart Parcel, extension of water line across the Kmart Parcel, and relocation of the following Consumers Power Easements and utilities located therein:

- (i) Easement set forth in Deed Liber 645, Pages 567 to 568, Genesee County Records;
- (ii) Easement set forth in Deed Liber 645, Page 569, as amended in Liber 2126, Page 343, Genesee County Records; and,
- (iii) Easement set forth in Deed Liber 1762, Page 289, Genesee County Records.

1.03 Common Area Plans. The plans and specifications for the Common Area Improvements prepared by Developer's engineer and described on Exhibit "D" hereto.

1.04 [Intentionally Omitted.]

1.05 Inspecting Agent. Ayres Lewis, Morris & May, Inc., or another licensed architect or professional engineer mutually agreeable to Kmart and Developer.

1.06 Kmart Building. A retail store building and garden shop to be constructed by Kmart on the Kmart Parcel as provided in Section 5.02 hereof.

1.07 Kmart Building Plans. The detailed architectural plans for the Kmart Building prepared by Kmart's architect.

1.08 Kmart Project Manager. Thomas Dombrowski, or such other person as Kmart shall designate from time to time as Kmart Project Manager.

1.09 Phase II Offsite Work. That portion of the Common Area Improvements described on Exhibit "E" hereto.

DEED 2516 128

1.10 Requirements. Any law, ordinance, order, rule or regulation relating in any way to the Common Area Improvements issued by the United States, the State of Michigan, and/or any political subdivision thereof, and/or any agency, department, commission, board, bureau or instrumentality of any of them. In connection with the construction of utilities, the term "Requirements" shall mean the requirements of the related utility company.

ARTICLE II

CONSTRUCTION OF COMMON AREA IMPROVEMENTS

2.01 Government Approvals. Developer shall obtain all required local, state and federal governmental approvals and permits including those by state and federal environmental laws, for the construction of the Common Area Improvements.

2.02 Utility Approvals. Developer shall obtain all required utility permits, approvals and service commitments for the construction of utilities for the Common Area Improvements and adequate to serve the Kmart Parcel and shall construct all such utilities to points on the property line of the Kmart Parcel as designated on the plans prepared by Professional Engineering Associates dated September 7, 1993.

2.03 Construction of Common Area Improvements. Developer shall commence and complete construction of the Common Area Improvements in accordance with the timetable set forth in Section 2.04 hereof. All construction will be diligently pursued to substantial completion in a good and workmanlike manner and in substantial accordance with the Requirements and with the Common Area Plans in accordance with the timetable set forth in Section 2.04 hereof.

Developer represents and warrants that it owns or has legal right to construct all off-site Common Area Improvements on land other than the Kmart Parcel and will obtain and record for the benefit of the Kmart Parcel all easements, if any, necessary for the exercise by Kmart of the benefits of such off-site Common Area Improvements.

2.04 Timetable for Commencement and Completion of Common Area Improvements. Developer shall commence and complete the construction of the Common Area Improvements in accordance with the following timetable:

- (a) Site mobilization and commencement of work. November 8, 1993
- (b) Delivery of permanent utilities to the property line of the Kmart Parcel April 15, 1994
- (c) Completion of all remaining on-site and off-site Common Area Improvements necessary for Kmart to obtain a temporary certificate of

DATE NOV 15 1993

DEED 2516

occupancy (if required) for purposes of fixturing and preparing the Kmart Building for opening

June 6, 1994

(d) Final completion of any off-site work required to be completed at dates different than (c) above

August 15, 1994

(e) Completion of the Phase II Off-Site Work

The fifth anniversary of the grand opening of the Kmart Store

2.05 As-Built Plans and Specifications for Common Area Improvements, Inspection During Construction. Developer shall submit to the Kmart Project Manager a copy of all correspondence to and from and all as-built plans, specifications and surveys submitted to the respective governmental authority or utility at the time of receipt or submission thereof. Developer will promptly provide copies of any shop drawings prepared for the Common Area Improvements to the Kmart Project Manager.

Developer will permit the Inspecting Agent and representatives of Kmart to enter upon the lands on which off-site Common Area Improvements are being constructed at reasonable times during construction to inspect the Common Area Improvements and all materials to be used in the construction thereof and will cooperate and cause its contractor to cooperate with the Inspecting Agent and representatives of Kmart during such inspections.

2.06 Correction of Defects. Developer will promptly correct all defects in the Common Area Improvements or any significant departure from the Common Area Plans not previously approved in writing by Kmart (except a departure required by governmental authorities), if such defects or departures are identified in writing in a notice to Developer.

2.07 Insurance. Developer shall obtain or cause to be obtained the insurance coverage required under Section 6.01 hereof.

2.08 Temporary Construction Easements. Kmart does hereby establish, give, grant, and convey to Developer, its successors, successors-in-title and assigns, employees, contractors and subcontractors such easements and licenses as are necessary to go on the Kmart Parcel and perform the work necessary to construct the Common Area Improvements as described herein.

Developer shall coordinate construction of the Common Area Improvements so as to not interfere with the progress of Kmart's construction of the Kmart Building.

2.09 Jennings Road. Developer represents and warrants that Kmart may use that portion of Jennings Road south of the Kmart Parcel's northerly boundary for purposes of access to the Kmart Parcel during construction of the Kmart

DATE NOV 15 1995

DEED 2516 130

Building. Developer represents and warrants that upon Developer's vacating of the portion of Jennings Road and completion of Silver Parkway, Silver Parkway may be used for access. Developer shall proceed with due diligence to secure the vacating of the portion of Jennings Road immediately following the completion of construction of Silver Parkway; in any event the completion of construction of Silver Parkway shall occur on or before August 15, 1994, and vacating of Jennings Road shall be completed by the earlier to occur of October 15, 1994, or sixty (60) days after completion of construction of Silver Parkway.

2.10 Phase II Offsite Work. Developer shall be responsible to complete the Phase II Offsite Work on or before the earlier to occur of the date required by governmental authorities or the date set forth in Section 2.04(e) above. In the event such work is not completed on or before the earlier of such dates, Developer shall pay to Kmart the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000) and will grant Kmart the right (but not the obligation) to complete such work in accordance with Section 3.06 hereof.

2.11 Water Line Extension. Developer shall extend the twelve (12") inch D.I. Watermain from the twelve (12") inch valve and box east of the northeast corner of the proposed location of the Kmart Building southerly and westerly across the Kmart Parcel to the twelve (12") inch valve and box at the southwest corner of the Kmart Parcel (as described on Sheet C-5 of Plans prepared by Professional Engineering Associates and dated September 7, 1993 and list attached as Exhibit F hereto) within forty-five (45) days after Developer extends such lines to the boundary of the Kmart Parcel, but in no event later than March 1, 1994. Upon completion of such extension, Kmart shall pay Developer the sum of \$89,991.88, in addition to the Development Funds.

2.12 Service Drive. Kmart shall complete construction of the service drive along the boundary of the Kmart Parcel and the Outlots to a point at least 200 feet east of the westerly boundary of Outlot #3, as depicted on Exhibit B, on or before May 1, 1996. In the event that Developer notifies Kmart that it has sold or leased an Outlot and that the development plan requires construction of the service drive prior to Kmart's anticipated completion date for such drive, Kmart agrees to discuss in good faith alternatives which will enable completion of the service drive within the timetable prescribed in the development plan.

2.13 Wetland Mitigation. Developer shall fulfill, at its sole cost and expense, any wetland mitigation plan and other requirements imposed by the State of Michigan and other governmental authorities in connection with the construction of the Common Area Improvements, including without limitation Silver Parkway. Any wetlands created by Developer shall not be on the Kmart Parcel. Developer shall submit a reasonable wetland mitigation plan to the Michigan Department of Natural Resources on or before December 1, 1993, and shall pursue with due diligence acceptance of such plan.

DATE NOV 15 1993

DEED 2516 131

ARTICLE III

COST AND COMPLETION OF COMMON AREA IMPROVEMENTS

3.01 Reimbursement to Developer of Cost of Common Area Improvements. Developer shall be solely responsible for the construction and payment in full of the cost of the Common Area Improvements; provided however, Kmart shall reimburse Developer as hereinafter provided for the cost of the Common Area Improvements (exclusive of the Phase II Offsite Work) in an amount (herein referred to as the "Development Funds") equal to \$2,527,495; provided, however, that if the cost of the Common Area Improvements (exclusive of the Phase II Offsite Work) shall be less than \$2,527,495, Kmart shall pay Developer only 83% of the difference between \$2,527,495 and such cost. For the purposes of this Agreement the terms "cost of the Common Area Improvements" shall include only the direct costs of constructing the physical improvements and shall exclude such costs as architects and engineering fees, construction interest and other carrying costs, supervisory fees and expenses, insurance and bond premiums, general conditions and profit, overhead, contingencies and any other indirect costs. Developer shall be responsible for the payment of and may include within the cost of Common Area Improvements all governmental approval fees, all development fees, assessment fees, water district fees and utility tap-in fees which relate to the shopping center as a whole, provided the party responsible for the construction of each building shall pay any meter fees or tap-in fees which relate to connecting utilities to such building and any development fee assessed directly with respect to the construction of such building. In the event Developer receives any reimbursement from any third party for the cost of construction of any of the Common Area Improvements for which Kmart has paid (other than by means of a construction or permanent loan or purchase or sale of all or a portion of the Developer Parcel), including without limitation, through the formation of a special assessment district, Developer shall promptly reimburse Kmart 17% of such amounts received.

3.02 Conditions Precedent to Initial and Subsequent Disbursement. Kmart shall make disbursements of the Development Funds not more than monthly upon satisfaction of the following conditions:

(a) Draw Requests. Developer shall complete, execute and deliver to Kmart's Project Manager a written certificate in the form attached hereto as Exhibit C ("Draw Request"), signed by Developer and Inspecting Agent which (i) certifies as to the total costs paid by Developer to the general contractor or others for the cost of Common Area Improvements completed to the date of such certificate, (ii) states that the work for which payment is sought has been performed in accordance with Common Area Plans, (iii) itemizes by category and amount the work which has been completed and paid for and (iv) states the amount of funds requested from Kmart, which amount shall not exceed the lesser of (x) 90% of the value of the work completed and paid for by Developer (amounts paid by Developer shall include any retention properly withheld by Developer from its contractors), and (y) \$500,000.00;

DATE NOV 15 1993

DEED 2516 132

(b) Approval by the Inspecting Agent. The Inspecting Agent shall certify in writing to Kmart that, in his opinion, the construction of the Common Area Improvements theretofore performed was performed in substantial accordance with the Common Area Plans and the Requirements and that the amount specified in the Draw Request does not exceed 90% of Kmart's percentage share of the value of the work completed and should be paid;

(c) Lien Waiver. Developer shall submit to Kmart a conditional lien waiver in the form attached hereto as Exhibit C-1, signed by Developer's general contractor and by any subcontractors waiving any lien rights as to work for which the disbursement is being requested and Kmart shall have received an unconditional lien waiver in the form attached hereto as Exhibit C-2, signed by Developer's general contractor and by any subcontractors waiving any lien rights as to work for which previous disbursements from the Development Funds have been made; and.

(d) Title Search. Kmart shall have received a title report from First American Title Insurance Company disclosing that as of the date of disbursement there are no construction liens which have been filed with respect to the Developer Parcel or Kmart Parcel.

(e) Exclusion of Kmart Parcel from Lien Rights. Kmart shall have received evidence satisfactory to it (i) of the waiver by Developer's general contractor and subcontractors of any right to file a construction lien claim against the Kmart Parcel and (ii) that the Notice of Commencement filed and posted with respect to the Common Area Improvements does not include the Kmart Parcel.

3.03 Final Disbursement. Kmart shall make a final disbursement of all remaining Development Funds when the following conditions have been met:

(a) Completion. Developer shall have completed all the Common Area Improvements (exclusive of the Phase II Offsite Work) in accordance with the Requirements, the Common Area Plans and the provisions of this Agreement and shall have submitted to Kmart's Project Manager copies of the as-built plans and specifications required pursuant to Section 2.05 above;

(b) Draw Request. Developer shall submit a final Draw Request to Kmart's Project Manager asking Kmart to disburse the balance of the Development Funds to Developer;

(c) Approval by Inspecting Agent. The Inspecting Agent shall submit to Kmart a written certification to the effect that the Common Area Improvements have been completed in accordance with the Common Area Plans and that the Common Area Improvements comply with all applicable Requirements;

DATE NOV 15 1993

DEED 2516

103

DATE NOV 15 1995

(d) Approval by Kmart. Kmart shall have inspected the Common Area Improvements and have found them to have been constructed in accordance with the Common Area Plans and that the Common Area Improvements comply with all applicable Requirements and any defects or deviations from Common Area Plans (except a deviation required by governmental authorities) identified by Kmart or Inspecting Agent have been corrected; Kmart shall conduct such inspection within ten (10) days after receipt of written request therefor from Developer and will promptly notify Developer of any defects or deviations;

(e) Lien Waiver and Affidavit. Developer shall submit to Kmart (i) unconditional final lien waivers and contractors' final sworn statements in the form attached hereto as Exhibit C-3, signed by Developer's general contractor or contractors for the Common Area Improvements, waiving all lien rights and certifying as to the completion of the work and the payment of all subcontractors and materialmen and (ii) an owner's policy of title insurance or endorsement to the existing policy (in either event, procured at Developer's sole cost and expense) which confirms that no liens relating to the construction performed by Developer hereunder and required to be filed upon completion of such work under the Michigan construction lien statutes encumber or will encumber the Kmart Parcel or Developer Parcel.

3.04 Manner of Disbursement. Kmart agrees to make disbursements from the Development Funds in accordance with the procedure stated below:

(a) Manner of Initial and Subsequent Disbursements. In making initial and subsequent disbursements, Kmart shall disburse to First American Title Insurance Company from the Development Funds, after satisfaction of the conditions set forth in subparagraph 3.02 above, the amount certified for payment by the Inspecting Agent on Developer's Draw Request.

(b) Manner of Final Disbursement. Upon satisfaction of the conditions set forth in subparagraph 3.03 above, Kmart shall disburse the balance of the Development Funds to First American Title Insurance Company.

It shall be a condition to Kmart's obligation hereunder that it shall have entered into an agreement with First American Title Insurance Company whereby First American Title Insurance Company shall agree, at Developer's sole cost and expense, to disburse all sums directly to the general contractor and subcontractors as designated by Kmart by reference to the Draw Request and the certification of the Inspecting Agent, to procure from such contractor and subcontractors unconditional partial (or final where appropriate) waivers of lien for work performed to the date of the Draw Request, and to issue the title searches provided for pursuant to Section 3.02(d).

3.05 Timing of Disbursements. Kmart shall mail a check for the disbursement to First American Title Insurance Company within thirty (30) days

DEED 2516 134

after receipt of Developer's Draw Request and such other materials as are conditions to disbursements hereunder.

3.06 Performance by Kmart. Developer acknowledges that pursuant to the provisions of Article VII of this Agreement, in the event of a default by Developer hereunder, which default is not cured within any applicable cure period, Kmart shall have the authority (but not the obligation) to enter upon the Developer Parcel and complete the construction of the Common Area Improvements. In such event Developer shall deliver to Kmart such plans, specifications, drawings and other materials as are necessary to enable Kmart to complete construction of the Common Area Improvements and shall assign to Kmart any contracts necessary for the completion of the Common Area Improvements. Developer hereby grants to Kmart the license and right to enter upon all land owned, leased or otherwise under the control of Developer for the purpose of completing the construction of the Common Area Improvements, and hereby assigns to Kmart any right and license Developer has for such purpose over lands of others. Developer shall execute such other and further documents as may be necessary to confirm the foregoing and otherwise to enable Kmart to complete the Common Area Improvements.

The foregoing rights shall also be for the reciprocal benefit of Developer if and to the extent Kmart fails to complete the service drive in accordance with Section 2.12 hereof.

3.07 Indemnity. Except as may be otherwise expressly provided herein, all costs associated with the construction and installation of Common Area Improvements shall be paid for by Developer and Developer indemnifies and agrees to hold Kmart harmless from any cost, expense or liability (whether asserted by Developer or any third party) with respect to the construction and installation of the Common Area Improvements.

3.08 Reimbursement of Traffic Signal Cost. Upon installation and successful completion of testing of the traffic signal at the intersection of Silver Parkway and Kmart's main entrance, Kmart shall pay Developer \$21,875.00 in full payment of the cost thereof plus an amount not to exceed \$5,000.00 for electricity service thereto. Such sum shall be in addition to any Development Funds payable hereunder.

3.09. Reimbursement of Sidewalk Construction Cost. Upon completion of construction of that portion of the sidewalk along Silver Parkway on the Kmart Parcel and delivery of appropriate waivers of lien therefor, Kmart shall pay Developer \$19,972.72 in full payment of the cost thereof. Such sum shall be in addition to any Development Funds payable hereunder.

ARTICLE IV

[INTENTIONALLY OMITTED]

DATE NOV 15 1993

DEED 2516

ARTICLE V

CONSTRUCTION OF SHOPPING CENTER

5.01 [Intentionally Omitted.]

5.02 Kmart Building. On or before May 31, 1995, Kmart shall commence or cause to be commenced and shall thereafter diligently pursue to completion the construction of the Kmart Building in accordance with the Kmart Building Plans, provided Kmart may delay commencement of construction for not more than ninety (90) days if, but for such delay, the Kmart store would otherwise have been ready to open for business between November 15 and February 28. Such construction shall be at Kmart's sole cost and expense except for those matters set forth in Article II hereof. Kmart may make such changes to the Kmart Building as it deems necessary.

ARTICLE VI

INDEMNIFICATION, INSURANCE, MECHANIC'S LIENS

6.01 Indemnification, Insurance. Developer agrees to hold Kmart and its successors and assigns harmless and fully indemnified against any and all claims, demands, losses, liabilities, damages, and costs or expenses (including actual attorney's fees, reasonable investigative and discovery costs, court costs and other sums) incident to the defense of any claim or liability, including but not limited to claims or liabilities arising from personal injury and worker's compensation claims and liens, that may be incurred as a result of, or in connection with, or in any way arising out of any work performed hereunder by Developer and its agents, employees, contractors, subcontractors, successors and assigns.

Developer shall during the continuance of work under this Agreement, maintain, or cause to be maintained, with companies reasonably acceptable to Kmart the following insurance coverages with respect to its activities in constructing the Common Area Improvements hereunder and Kmart shall be named as an additional insured on each such policy:

(a) Worker's compensation insurance as required by all applicable federal, state or other laws, including Employer's Liability with a limit of at least \$500,000.

(b) Comprehensive General Liability on an occurrence basis with personal injury coverage and broad form property damage. Said policy shall be endorsed to remove the XCU Exclusion relating to explosion collapse and underground property damage. Limits shall be at least in the following amounts:

Bodily Injury including Personal Injury:	
each person	\$2,000,000
each occurrence	\$5,000,000

DATE NOV 15 1995 DEED 2516 136

DATE NOV 15 1995

Property Damage:
each accident \$1,000,000
aggregate \$2,000,000

(c) Comprehensive Automobile Liability, including Non-Ownership and Hired Car Coverage as well as owned vehicles with at least the following limits:

Bodily Injury:
each person \$ 500,000
each occurrence \$1,000,000

Property Damage:
each occurrence \$ 500,000

Developer shall not make any change or cancellation in the foregoing insurance coverage without Kmart's prior written approval thereof, which approval shall not be unreasonably withheld. Each policy shall provide that it shall not be cancellable without at least 15 days prior notice to Kmart and Kmart shall be furnished with a copy of each policy or certificate thereof prior to commencement of construction.

Kmart agrees to hold Developer and its successors and assigns harmless and fully indemnified against any and all claims, demands, losses, liabilities, damages, and costs or expenses (including actual attorney's fees, reasonable investigative and discovery costs, court costs and other sums) incident to the defense of any claim or liability, including but not limited to claims or liabilities arising from personal injury and worker's compensation claims and liens, that may be incurred as a result of, or in connection with, or in any way arising out of any work performed hereunder by Kmart and its agents, employees, contractors, subcontractors, successors and assigns.

6.02 Mechanic's Liens. If because of any act or omission (or alleged act or omission) of Developer or Developer's employees, agents, contractors or subcontractors under this Agreement, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Kmart and/or any portion of the Kmart Parcel or any part of the off-site Common Area Improvements or to secure a certificate of occupancy therefor (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Developer shall at its own cost and expense, cause the same to be discharged of record or bonded within ten (10) days after notice to Developer of the filing thereof, and Developer shall indemnify and save harmless Kmart against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Developer fails to comply with the foregoing provisions Kmart shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Developer agrees to reimburse Kmart for all costs, expenses and other sums of money in connection therewith with interest thereon promptly upon demand.

DEED 2516

107

ARTICLE VII

DEFAULT; REMEDIES

7.01 Default. A default shall be deemed to have occurred hereunder if either party shall breach or fail to perform, observe or meet any covenant or condition made in this Agreement and such breach or failure shall not be corrected within ten (10) days after receipt of notice by the defaulting party from the nondefaulting party or, in the event such breach or failure cannot be cured within ten (10) days, if the defaulting party shall not have commenced, within said period, to cure such breach or default and be diligently pursuing such cure.

7.02 Default by Developer; Remedies. In the event of a default by Developer under this Agreement, Kmart shall have the right to do one or more of the following:

(a) Complete the construction of the Common Area Improvements, in which event, Developer shall deliver to Kmart such plans, specifications, drawings and other materials as are necessary to complete the construction of the Common Area Improvements and/or Kmart shall be entitled to receive from Developer an amount equal to such cost within fifteen (15) days after receipt by Developer of written notice from Kmart requesting such amount (together with supporting invoices and other documents evidencing such costs), together with interest at 12% per annum from the date such cost was paid by Kmart until paid by Developer, plus reasonable attorneys fees incurred by Kmart in collecting such sums and any such indebtedness of Developer hereunder shall, until paid, constitute a lien on land owned by Developer;

(b) Withhold from and offset against any payments payable by Kmart hereunder such sums as are necessary to compensate Kmart for any increased cost of construction of the Kmart Building caused by such default and such sums as are necessary to cure such default; and/or

(c) Exercise any and all other rights or remedies available to Kmart at law or in equity under the laws of Michigan.

Kmart may offset against sums payable pursuant to Section 3.01 hereof any amounts expended by it pursuant to Section 7.02(a).

7.03 Default by Kmart; Remedies. In the event of a default by Kmart under this Agreement, Developer shall have the right to do one of the following: (a) commence an action for specific performance, or (b) exercise any and all other rights or remedies available to Developer at law or in equity under the laws of Michigan, or (c) in the case of failure of Kmart to complete the service drive in accordance with Section 2.12 above, enter upon the Kmart Parcel and complete such service drive, and Developer shall be entitled to receive from Kmart an amount equal to the cost of such completion within fifteen (15) days after receipt by Kmart of written notice from Developer requesting such amount

DATE NOV 15 1995

DEED 2516 138

(together with supporting invoices and other documents evidencing such costs), together with interest at 12% per annum from the date such cost was paid by Developer until paid by Kmart, plus reasonable attorneys fees incurred by Developer in collecting such sums and any such indebtedness of Kmart hereunder shall, until paid, constitute a lien on the Kmart Parcel;

ARTICLE VIII

TERMINATION

This Agreement shall terminate and be of no further force or effect: (i) when all Common Area Improvements (including the Phase II Offsite Work) have been completed in accordance with Article III and inspected and accepted by all relevant governmental agencies and public utilities and any mechanic's liens that may have been placed on the Kmart Parcel or off-site Common Area Improvements in connection with such construction have been discharged; (ii) when the Kmart Building has been completed and inspected and accepted by all relevant governmental agencies and public utilities; and (iii) when no party shall be in default hereunder or shall have failed to cure any default of that party hereunder and/or to have settled or otherwise finally resolved all claims with respect to any such default.

ARTICLE IX

LIENS

The liens provided for hereinabove may be filed for record as a claim of lien against Developer or Kmart, as the case may be, and lands owned by it in the Office of the Register of Deeds of Genesee County, signed and verified, which shall contain:

- (a) A statement of the unpaid amount of costs and expenses;
- (b) A description sufficient for identification of the property which is the subject of the lien; and
- (c) The name and owner or reputed owner of the property which is the subject of the lien.

Such lien, when so established against the real property described in said lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time such lien is recorded, provided, however, that such lien shall be subordinate to the interest, of any mortgagee, trustee or beneficiary under a deed of trust or tenant of said real property of record as of the date of recording of said claim of lien. Such lien shall be enforced and foreclosed in a suit or action in any court of competent jurisdiction.

DATE NOV 15 1993

DEED 2516

139

ARTICLE X

MISCELLANEOUS

10.01 Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt requested, or upon being deposited on a paid basis with a nationally recognized overnight delivery service, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response, if given to Developer, shall be addressed as follows:

SLV ASSOCIATES LIMITED PARTNERSHIP
8109 East Jefferson Avenue
Detroit, Michigan 48226

and, if given to Kmart, shall be addressed as follows:

Kmart Corporation
3100 West Big Beaver Road
Troy, Michigan 48084
Attention: Vice President - Real Estate

with a copy to the Kmart Project Manager, addressed as follows:

Kmart Corporation
Self Development Group
3100 West Big Beaver Road
Troy, Michigan 48084-3163
Attention: Thomas Dombrowski

and if given to Inspecting Agent shall be addressed as follows:

Ayres Lewis Norris & May, Inc.
3959 Research Park Drive
Ann Arbor, Michigan 48108
Attention: Abe Munfah

DATE NOV 15 1995

DEED 2516

140

10.02 Saturdays, Sundays and Holidays. Unless otherwise specifically set forth herein, the term "days" shall include Saturdays, Sundays and all holidays, and the term "months" shall refer to calendar months. If the last day for performance falls on a Saturday, Sunday or holiday, the time for performance shall be extended to the next regular business day.

10.03 Recording. This Agreement or memorandum of this Agreement may be recorded. Upon termination of this Agreement pursuant to provisions of Article VIII hereof, the parties hereto shall execute a document for recordation stating that this Agreement is no longer effective.

10.04 No Joint Venture or Partnership. The parties do not intend by this Agreement to create a partnership or joint venture among themselves, but merely set forth the terms and conditions of the obligations of Developer and Kmart regarding the Kmart Parcel, the development of same, and other related matters. No party to this Agreement is authorized to act as agent for any other party or to otherwise act on behalf of any other party.

10.05 Delays and Extensions of Time. If the dates for performance of construction obligations and completion of improvements set forth herein are delayed at any time during the construction of the Common Area Improvements by labor disputes, fire, unusual delays in transportation of materials, adverse weather conditions which could not be reasonably anticipated, unavoidable casualties, or any other causes beyond Developer's or Kmart's control, or by delay authorized by Kmart pending arbitration or litigation, or by any other unavoidable causes (other than lack of funds), then the completion dates shall be extended by the period of time taken by such delay.

10.06 Approvals. Unless otherwise specified in this Agreement, upon receipt by a party hereto of a request for approval, the other party shall, within thirty (30) days after receipt of such request for approval, notify in writing the party making such request of any objections thereto (such objections to be specifically stated) and such party may within fifteen (15) days thereafter submit its request for approval rectifying any such objections. The other party shall then have an additional fifteen (15) days after receipt of said revisions to approve or disapprove same. Failure to give any written notice of disapproval within the periods provided for above shall constitute approval thereof by the party from whom approval is sought if the request for approval states that failure to disapprove within the specified period shall constitute approval.

10.07 Integration; Severability. This Agreement embodies the entire agreement and understanding between Developer and Kmart with regard to the subject matter hereof and supersedes all prior agreements and understandings

DATE NOV 15 1995

DEED 2516

111

DATE NOV 15 1995

with respect thereto. In case any one or more of the obligations of the parties under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining obligations of the parties shall not in any way be affected or impaired thereby.

10.08 Departure from Terms. Any indulgence or departure at any time or by any party hereto from any of the provisions hereof or failure to exercise any of its rights and remedies shall not modify the same or relate to the future, or waive future compliance therewith by the other party. This Agreement may not be amended or modified except by a written instrument signed by the party against whom such amendment or modification is sought to be enforced.

10.09 Successors and Assigns. This Agreement shall run with the land and be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns. No party hereto shall have the right to assign this Agreement or any interest therein without the prior written consent of the other party hereto, provided that Developer shall have the right to assign its right to payments due hereunder from Kmart as collateral for a construction loan to Developer for the Common Area Improvements without Kmart's consent.

10.10 Law Governing. The laws of the State of Michigan govern the interpretation, validity and enforceability hereof.

10.11 Captions. Titles or captions of articles or paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.


WITNESSES:

STEPHEN E. DAWSON

LISA R. GORMAN

SLV ASSOCIATES LIMITED PARTNERSHIP,
a Michigan limited partnership

By: SLV INC., A Michigan corporation

By: 
Samuel A. Walker, III
Its Executive Vice President

DEED 2516

142

DATE NOV 15 1993

[Signature]
STEVEN B. DAWSON
[Signature]
PAMELA STURR

KHART CORPORATION, a Michigan corporation

By: *[Signature]*
Senior Vice President

ACKNOWLEDGEMENTS

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 12 day of November, 1993, by Samuel A. Walker, III, Executive Vice President of SLV, Inc., a Michigan corporation, as General Partner of SLV Associates Limited Partnership, a Michigan limited partnership, who acknowledged the same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

[Signature]
Notary Public
LISA R. GOFMAN
NOTARY PUBLIC - WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES 6-27-95

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 5th day of November, 1993, before me, a Notary Public in and for said State and County, personally appeared M.L. Skiles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as a Senior Vice President of KHART CORPORATION, a Michigan corporation, and that by his/her signature on the foregoing instrument the corporation executed it.

IN WITNESS WHEREOF, I have hereto set my hand and notarial seal.

[Signature]
Notary Public
STEPHEN E. DAWSON
Notary Public, Oakland County, MI.
My Commission Expires May 21, 1994.

SED/11335/2183/EP3

DRAFTED BY: Timmis: JMM
300 TALEM CENTER
DETROIT, MI. 48207

[Handwritten]
183.00

DEED 2516

DATE NOV 15 1995

K-MART PARCEL

PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 34 T5N, R6E, CITY OF FENTON, GENEESE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT N. 88°40'48" E ALONG THE E-W 1/4 LINE OF SECTION (CENTERLINE OWEN ROAD) 1145.40 FEET AND N 01°51'55" W. 705.02 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION NO. 34; THENCE N 01°51'55" W 50.17 FEET TO THE POINT OF A CURVE, THENCE ALONG A CURVE TO THE RIGHT (RADIUS=546.00 FEET, DELTA=49°01'03", CHORD BEARING AND DISTANCE=N 22°38'37" E 453.00 FEET) 467.11 FEET, THENCE N 47°09'08" E 911.49 FEET, THENCE S 48°42'49" E 867.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF US-23, THENCE ALONG SAID RIGHT-OF-WAY LINE S 28°51'40" W 278.75 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S 41°17'11" W 604.52 FEET, THENCE S 88°40'48" W 294.38 FEET, THENCE N 01°51'55" W 74.78 FEET, THENCE N 48°42'42" W 192.38 FEET, THENCE S 88°40'48" W 518.62 FEET TO THE POINT OF BEGINNING, CONTAINING 25.07 ACRES OF LAND, AND BEING SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD.

DEED

2516

144

ENTIRE PARCEL

A part of the N 1/2 of Section 34 and part of the S 1/2 of Section 34 Town 5 North, Range 6 East, City of Fenton, Genesee County, Michigan and being more particularly described as follows:

Beginning at a point located N 88°40'48" E 1037.40 feet along the E-W 1/4 line of Section 34 (nominal centerline of Owen Road) from the W 1/4 corner of Section 34; thence N 01°52'23" W 1336.00 feet to a point on the north 1/8 line of section 34; thence N 88°06'58" E 295.99 feet to a point on the west 1/8 line of section 34 (Nominal centerline of Jennings Road) thence N 01°52'23" W 511.43 Ft. thence N 88°40'55" E 250.00 feet; thence N 01°52'23" W 100.00 feet; thence S 88°40'55" W 250.00 feet to the nominal centerline of Jennings Road; thence along said centerline N 01°52'23" W 724.69 feet to the north line of Section 34; thence along said north line N 88°29'48" E 1340.53 feet to the N 1/4 corner of Section 34 (also S 1/4 corner of Section 27); thence along the N-S 1/4 line of Section 27 N 01°50'38" W 1854.83 feet; thence S 88°47'45" W 701.52 feet to the centerline of Jennings Road according to the plat of "Beal Homesites" as recorded in Liber 30 of Plats, Page 5 and 6, Genesee County Records; thence along said centerline N 01°11'42" W 589.12 feet; thence N 88°48'18" E (parallel to the E-W 1/4 line of Section 27) 239.25 feet; thence N 01°11'42" W (parallel to Jennings Road) 258.00 feet to the E-W 1/4 line of Section 27; thence along said line N 88°48'18" E 244.67 feet; thence S 01°50'38" E (parallel to the N-S 1/4 line of Section 27) 258.00 feet; thence N 88°48'18" E (parallel to the E-W 1/4 line of Section 27) 208.00 feet to the N-S 1/4 line of Section 27; thence along said N-S 1/4 line N 01°50'38" W 258.00 feet to the center of Section 27; thence N 88°17'28" E 1453.41 feet along the E-W 1/4 line of Section 27 to the westerly right-of-way line of U.S. 23; thence along said right-of-way on the following seven courses: 1) S 01°12'01" E 560.94 feet (previously recorded as S 01°10'27" E 548.18 feet), 2) S 26°30'06" E 460.14 feet (previously recorded as S 26°32'57" E), 3) S 03°39'58" W 378.11 feet (previously recorded as S 03°43'45" W 375.99), 4) S 28°51'40" W 2520.49 feet (previously recorded as S 28°52'03" W 2526.13 feet), 5) S 01°42'13" E 39.75 feet (previously recorded as S 01°42'00" E), 6) S 28°51'40" W 952.53 feet (previously recorded as S 28°52'03" W), 7) S 41°17'11" W 604.52 feet (previously recorded as S 41°16'55" W); thence S 88°40'48" W (parallel to the E-W 1/4 line of Section 34) 491.42 feet; thence S 01°52'23" E (parallel to Jennings Road) 137.00 feet; thence S 88°40'48" W (parallel to the E-W 1/4 line of Section 34) 274.00 feet to the centerline of Jennings Road; thence S 01°52'23" E along said centerline of Jennings Road 363.00 feet to the E-W 1/4 line of Section 34 (Nominal centerline of Owen Road) thence S 88°40'48" W along said E-W 1/4 line 295.00 feet to the point of beginning.

DATE NOV 15 1995

Containing 181.42 acres and being subject to that part reserved for road purposes along Jennings Road, Silver Lake Road and Owen Road. Also being subject to all easements of record.

Excepting therefrom the following parcel

(K-MART PARCEL)

PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 34 T5N, R6E, CITY OF FENTON, GENESSEE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT N 88°40'48" E ALONG THE E-W 1/4 LINE OF SECTION 34 (CENTERLINE OWEN ROAD) 1145.40 FEET AND N 01°51'55" W 705.02 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION NO. 34. THENCE N 01°51'55" W 50.17 FEET TO THE POINT OF A CURVE, THENCE ALONG A CURVE TO THE RIGHT (RADIUS=546.00 FEET, DELTA=49°01'03", CHORD BEARING AND DISTANCE=N 22°38'37" E 453.00 FEET) 467.11 FEET, THENCE N 47°09'09" E 911.49 FEET, THENCE S 48°42'49" E 867.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF US-23, THENCE ALONG SAID RIGHT-OF-WAY LINE S 28°51'40" W 276.75 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S 41°17'11" W 604.52 FEET, THENCE S 88°40'48" W 294.38 FEET, THENCE N 01°51'55" W 74.78 FEET, THENCE N 48°42'42" W 192.38 FEET, THENCE S 88°40'48" W 518.62 FEET TO THE POINT OF BEGINNING CONTAINING 25.07 ACRES OF LAND, AND BEING SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD.

DEED 2016

1.75

EXHIBIT "B"

Site Plan

DEED
LIDER 2516 PAGE 146

DATE

NOV 15 1993

DEED

2516

146

EXHIBIT C-1

DEED
LIDER 2516 PAGE 147

TO BE FURNISHED

DATE

NOV 15 1995

DEED

2516

147

Subcontractor/Supplier _____
Address _____
City, State & Zip _____
Phone Number _____

Application Number _____
Period 19__ to 19__
Contract With _____
Service Supplied _____

	AMOUNT
1. Original Contract	\$ _____
2. Total Change Orders	\$ _____
3. Final Revised Contract (Line 1 plus Line 2)	\$ _____

SUBCONTRACTOR/SUPPLIER UNCONDITIONAL FINAL WAIVER OF LIEN

TO: K mart Corporation, having an interest in the premises # _____ located at _____
(Store Number) (Address)
_____ upon which the undersigned has performed work and/or supplied
(City, State and Zip)
labor, equipment and/or materials.

IN CONSIDERATION OF THE SUM OF _____
(From Line 3) (\$ _____) the

receipt of which is hereby acknowledged, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of lien on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above. The undersigned represents that said sum is the full amount it is entitled to for all work performed and labor, equipment and/or materials supplied at the above noted premises, including the full amount of its contract with the prime or subcontractor as applicable, and any claimed extras.

IN FURTHER CONSIDERATION of payment of the above referenced amount, the undersigned shall at it's sole cost indemnify, hold harmless and defend K mart, it's landlord, employees, agents and representatives from and against any and all liens, claims or rights of lien on or against the premises described above made by the undersigned or it's subcontractors, suppliers, employees, agents or assigns arising out of or in connection with construction or improvement at the premises described above.

BY: _____ NAME: _____
(Authorized Signature) (Type or Print Name)

TITLE: _____ DATE: _____

Subscribed to before me and subscribed in my presence. Witness the hand and seal given this _____ day of _____ 19__ City of _____ (State/Province) of _____

Notary Public

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT YET BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

DATE NOV 15 1995

DEED 2016 11 18

Supplier _____
Address _____
City, State & Zip _____
Phone Number _____

DEED 251 PAGE 149
LIDER AMOUNT

- 1. Original Contract
- 2. Total Supplements
- 3. Final Revised Contract (Line 1 plus Line 2)
- 4. Total Previous Payments
- 5. NET DUE (Line 3 minus Line 4)

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

PRIME CONTRACTOR

FINAL WAIVER OF LIEN

TO: K mart Corporation, having an interest in the premises # _____ located at _____ (Address)
(Store Number) _____
_____. Upon which the undersigned has performed work and
(City, State and Zip) _____
supplied labor, equipment and/or materials.

IN CONSIDERATION OF THE SUM OF _____ (From Line 3) (\$ _____)

the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claim or rights of lien on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction improvement at the premises described above.

BY: _____ NAME: _____
(Authorized Signature) (Type or Print Name)
TITLE: _____ DATE: _____

Subscribed to before me and subscribed in my presence. Witness the hand and seal given this _____ day
_____ 19 ____ City of _____ (State/Province) of _____

Notary Public

DATE NOV 15 1993

DEED 2516 149

DATE NOV 15 1993

DEED 2516

150

1	2	C	D	E	F	G	H	I	J	K
NAME OF SUBCONTRACTOR/SUPPLIER	LABOR/MATERIAL FURNISHED	ORIGINAL CONTRACT	TOTAL SUPPLEMENTS	REVISED CONTRACT (D plus E)	TOTAL VALUE OF WORK COMPLETED AND PAID FOR	VALUE OF BAKER'S SHARE (____%)	HOLDBACK (10% OF H)	TOTAL OF PREVIOUS PAYMENTS	NET DUE (H minus J)	

THE UNDERSIGNED HEREBY CERTIFIES THAT (A) THIS SCHEDULE LISTS ALL OF CONTRACTOR'S SUBCONTRACTORS AND SUPPLIERS FURNISHING LABOR AND/OR MATERIALS AS A PART OF CONTRACTOR'S CONTRACT WITH OWNER AND IS COMPLETE AND ACCURATE IN ALL RESPECTS AND (B) TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, THE WORK COVERED BY THIS SCHEDULE HAS BEEN COMPLETED IN ACCORDANCE WITH THE COMMON AREA PLANS.

CONTRACTOR:

BY: _____ (Authorized Signature)

NAME:

TITLE:

DATE:

DEED 2516 PAGE 150

before me this _____ day of _____, 19____

(State/Province)

Notary Public

EXHIBIT "D"

Plans and Specifications prepared by JCK & Associates, Inc., and dated August 30, 1993, ~~as modified by letter dated October 20, 1993, from Kassim Mahmood, Design Division, Kmart Corporation, to Mr. Harry Kokkinakis, Telon Development Group, Inc., attached hereto.~~

Mr. Kassim Mahmood

DATE NOV 15 1995

DEED

2516

EXHIBIT "E"

DEED
LIDER

2516 PAGE 152

REVISED OCTOBER 20, 1993

Description of Phase 2 Construction for Job #P-2034-01 identified as such in JCK & Associates, Inc. Plans dated September 27, 1993 and ~~attached description dated September 30~~ (and incorporating Plans and Specifications prepared by JCK & Associates, Inc. and dated August 30, 1993) ~~with Kmart's comments noted thereon~~ and as modified by letter dated October 20, 1993 ~~from Kassim Mahmood, Design Division, Kmart Corporation~~ ^{FEEN} Mr. Harry Kokkinakis, Talon Development Group, Inc., all as attached hereto.

TO KASSIM MAHMOOD, DESIGN DIVISION, KMART CORPORATION

DATE

NOV 15 1993

DEED

2516

152

SED/11335/2183/EP3

DATE
NOV 15 1993

October 20, 1993

HAND DELIVERED

Kassim Mahmood
Kmart Corporation
International Headquarters
Real Estate Department
3100 West Blg Beaver Road
Troy, Michigan 48084-3163

Re: Silver Lake Village
Fenton, Michigan

Dear Kas:

Enclosed please find 5 copies of the following:

1. Revised written description Phase I Infrastructure
2. Revised written description Phase II Infrastructure
3. Revised quantities Phase I Infrastructure
4. Revised quantities Phase II Infrastructure
5. Revised Phase I & II construction costs based on actual bids
6. Revised Phase I Infrastructure drawings
7. Revised Phase II Infrastructure drawings

If you have any questions, please do not hesitate to call.

Sincerely,



Harry G. Kokkinakis

HGK:dmj
mkh@hood.t

Enclosure

cc: Dean Zurmely
Tom Dombrowski
Lisa Gorman

DEED
2516
153

DEED
LIBER 2516 PAGE 155

a point just north of the Kmart site. Catch basins will be installed on the west 2 lane section of Silver Parkway from Kmart's northerly property line to Silver Lake Road.

Talon Development has work orders with Consumers Power to relocate the gas and electric lines affected by the Owen Road widening. Consumers Power will also extend gas service and underground electric service from Owen Road to the north property line of Kmart within the 15 foot wide easement on the east side of Silver Parkway. Michigan Bell will extend service along the entire length of Silver Parkway in Phase I. Talon Development will extend the utility services (gas, electricity and telephone) to the northern Kmart property line.

DATE NOV 15 1993

DEED 2516 PG 155

Kmart Corporation

OCT 21 1993

DESIGN DIVISION

DATE NOV 15 1993

SILVER LAKE VILLAGE
PHASE II INFRASTRUCTURE

Phase II will complete the Silver Lake Village site infrastructure. Silver Parkway will be widened to a divided four-lane road by constructing the easterly two-lane section from Kmart's north property line to Silver Lake Road. Silver Lake Road will be widened to five-lanes from the US-23 South entrance ramp to the Silver Lake Road/Silver Parkway intersection. A traffic light will be installed at the Silver Parkway/Silver Lake Road intersection.

The storm sewer system will be completed by installing a series of catch basins in the easterly section of Silver Parkway. The work will also include the construction of 2-63"x 87" corrugated metal culverts under Silver Lake Road and the extension of the two culverts under Silver Parkway. The retention ponds will be completed as approved by the Genesee County Drain Commission. (Ponds I, II, IIIA, IIIB, IIIC, IV and VI)

Consumers Power will relocate the gas and electric lines affected by the Silver Lake Road widening.

DEED 2516 156

10/20/93 (1:36 PM)

QUANPHI.XLS

OCT 21 1993
Design Division

SILVER LAKE VILLAGE SITE IMPROVEMENT QUANTITIES
EARTHWORK

DESCRIPTION OF WORK	PHASE 1
Clearing	10 AC
Remove Bituminous Pavement	6000 s.y.
Remove Concrete Pavement	800 s.y.
Remove Curb & Gutter	600 L.F.
Unclassified Excavation	60,000 C.Y.
Embankment	30,000 S.Y.
Topsail, Seed & Mulch	25 AC
Remove spoils from site	9000 C.Y.
Under Cutting	4000 C.Y.
Underdrain	1200 L.F.

STORM SEWER

DESCRIPTION OF WORK	PHASE 1
54" C-76 II RCP	45 L.F.
54" C-76 IV RCP W/S. B.F.	82 L.F.
30" C-76 IV RCP	1168 L.F.
30" C-76 IV RCP W/S. B.F.	80 L.F.
24" C-76 IV RCP	8 L.F.
24" C-76 IV RCP W/S. B.F.	90 L.F.
42" C-76 II RCP	98 L.F.
42" C-76 IV RCP W/S. B.F.	18 L.F.
18" C-76 IV RCP	634 L.F.
18" C-76 IV RCP W/S. B.F.	182 L.F.
15" C-76 IV RCP	828 L.F.
15" C-76 IV RCP W/S. B.F.	130 L.F.
12" C-76 IV RCP	977 L.F.
12" C-76 IV RCP W/S. B.F.	1113 L.F.
36" CMP-18 GAGE W/S. B.F.	0 L.F.
12" Metal End Section	2 EA
87" X Metal End Section	0 EA
15" Metal E. Section W/Bar Scr	3 EA
21" Metal E. Section W/Bar Scr	1 EA
24" Metal E. Section W/Bar Scr	3 EA
42" Metal E. Section W/Bar Scr	1 EA
54" Metal E. Section W/Bar Scr	1 EA
Storm Manholes 6' Diameter	0
Storm Manholes 4' Diameter	20 EA
Catch Basins 4' Diameter	30 EA
Inlets 4' Diameter	14EA
Remove 24" Culvert	2 EA
Remove existing catch basin	3 EA
Dewatering as required	

DATE NOV 15 1993

DEED 2516 157

DATE

NOV 15 1993

DEED

2516

158

SANITARY SEWER

DESCRIPTION OF WORK	PHASE 1
15" Sanitary	2697 L.F.
15" Sanitary W/S. BF.	370 L.F.
15" Bored & Jacked In Casing	63 L.F.
12" Sanitary	1778 L.F.
10" Sanitary	2232 L.F.
10" Sanitary W/S. BF.	60 L.F.
8" Sanitary	738 L.F.
8" Sanitary W/S. BF.	768 L.F.
Sanitary Manhole	31 EA
Connect to Existing Manhole	1 EA
House Lead w/s. BF.	115 L.F.

WATERMAIN

DESCRIPTION OF WORK	PHASE 1
12" Watermain	7067 L.F.
12" Watermain W/S. BF. In Casing	1048 L.F.
12" Watermain B & J In Casing	176 L.F.
8" Watermain	65 L.F.
8" Watermain B & J In Casing	45 L.F.
14" x 12" Tapping Sleeve V & B	1 EA
12" Butterfly Valve & Box	14 EA
8" Gate Valve & Box	1 EA
Hydrant W/gate Valve & Box	17 EA

EGYPTIAN DRAIN

DESCRIPTION OF WORK	PHASE 1
Clearing & Grubbing	5380 L.F. x 80' W
Open Drain Excavation bottom width as specified	4820 L.F.
Machine Grading	4820 L.F.
Furnish & Install: 87" x 63" CMPA 8 Gage w/ 3"x1" corrugations T.D. II	200 L.F.
Furnish & Install: 42" C-76 CLIV RCP	613 L.F.
Furnish & Install: 42" C-76 CLIV RCP T.D.II	92 L.F.
Furnish & Install: 36" CMP 10 gage T.D. II	123 L.F.
Furnish & Install: 87" x 63" Steel End Section	4 EA
Furnish & Install: 42" Steel End Section & Bar Screen	2 EA
Furnish & Install: 36" Steel End Section & Bar Screen	2 EA
Furnish & Install: 6' Diameter Drain Structure 0'-10' depth, comp. Incl. MDOT Type "A" casting & cover	4 EA
Furnish & Install: 6' dia. drainage structure 0'-01'- depth, comp. Incl. MDOT Type "E" casting & cover	1 EA
Detention basin construction	51,000 C.Y.
Slope protection Plain Rip-Rap	2784 S.Y.
Low flow channel	425 L.F.
Remove existing 24" culvert	1 EA
Remove & replace Bluminous Paving	50 S.Y.
Furnish & Install: Hydro-Seed, Mulch, Fertilizer & Mulch Adhesive	55,000 S.Y.
Clean-Out & Regrade existing ditch	350 L.F.
Traffic Control	Lump Sum
Soil Erosion & Sedimentation Control	Lump Sum

DATE NOV 15 1993

DEED 2516 159

DATE NOV 15 1993

ASPHALT PAVING

DESCRIPTION OF WORK	PHASE 1
Fine grade sub-base +/- .10ft	28,306 S.Y.
Furnish & Install 21 AA aggregate base	12,610 ton
Furnish & Install #1100 L Bituminous	3,900 ton
Furnish & Install #1100 T Bituminous	3,900 ton
Furnish & Install #1100 T Bituminous (overlay)	2,880 gal
Apply SS-1H bond	60 ton
Furnish & Install #500 base	300 L.F.
Butt joints 3' wide	As shown on Plans
Stripe roadway	19,890 L.F.
Concrete curb & gutter	34,160 S. Ft.
Concrete Sidewalk - 4" thick	

MISCELLANEOUS

DESCRIPTION OF WORK	PHASE 1
Site Staking as required	1 EA
Traffic lights	1 EA
Traffic lights electric power	1 EA
Blvd. Signs	30
Traffic Signs	300 L.F.
Relocate gas line	
Relocate electric lines as required	2082 L.F.
Underground power	2200 L.F.
Gas Main	

DEED 2516 160

10/20/93 (2:10 PM)

OCT 21 1993

SILVER LAKE VILLAGE SITE IMPROVEMENT QUANTITIES

EARTHWORK

DESCRIPTION OF WORK	PHASE 2
Clearing	5 AC
Remove Bituminous Pavement	
Remove Concrete Pavement	
Remove Curb & Gutter	
Unclassified Excavation	90,000 C.Y.
Embankment	30,000 S.Y.
Topsoll, Seed & Mulch	7,000 AC
Remove spoils from site	80,000 C.Y.
Under Culling	3500 C.Y.
Underdrain	3500 L.F.

STORM SEWER

DESCRIPTION OF WORK	PHASE 2
54" C-76 II RCP	
54" C-76 IV RCP W/S. B.F.	
30" C-76 IV RCP	
30" C-76 IV RCP W/S. B.F.	
24" C-76 IV RCP	
24" C-76 IV RCP W/S. B.F.	
42" C-76 II RCP	190 L.F.
42" C-76 IV RCP W/S. B.F.	
18" C-76 IV RCP	
18" C-76 IV RCP W/S.B.F.	
15" C-76 IV RCP	74 L.F.
15" C-76 IV RCP W/S. B.F.	
12" C-76 IV RCP	
12" C-76 IV RCP W/S.B.F.	252 L.F.
87" x 63" CMPA 8 gage w/3"x1" corrugations T.D.11	390 L.F.
36" CMP-18 GAGE W/S. B.F.	
12" Metal End Section	
87" X Metal End Section	4 EA
15" Metal E. Section W/Bar Scr	
21" Metal E. Section W/Bar Scr	
24" Metal E. Section W/Bar Scr	
42" Metal E. Section W/Bar Scr	
54" Metal E. Section W/Bar Scr	1 EA
Storm Manholes 6' Diameter	
Storm Manholes 4' Diameter	
Catch Basins 4' Diameter	
Inlets 4' Diameter	7EA
Remove 24" Culvert	
Remove existing catch basin	
Dewatering as required	

DATE NOV 15 1993

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10/20/93 (1:38 PM)

QUANPH12.XLS

SANITARY SEWER

PHASE 2

DESCRIPTION OF WORK

- 15" Sanitary
- 15" Sanitary W/S. BF.
- 15" Bored & Jacked In Casing
- 12" Sanitary
- 10" Sanitary
- 10" Sanitary W/S. BF.
- 8" Sanitary
- 8" Sanitary W/S. BF.
- Sanitary Manhole
- Connect to Existing Manhole
- House Lead w/s. BF.

WATERMAIN

PHASE 2

DESCRIPTION OF WORK

- 12" Watermain
- 12" Watermain W/S. BF. In Casing
- 12" Watermain B & J In Casing
- 8" Watermain
- 8" Watermain B & J In Casing
- 14" x 12" Tapping Sleeve V & B
- 12" Butterfly Valve & Box
- 8" Gate Valve & Box
- Hydrant W/gate Valve & Box

DATE NOV 15 1993

DEED 2510

162

EGYPTIAN DRAIN

PHASE 2

DESCRIPTION OF WORK

- Clearing & Grubbing
- Open Drain Excavation bottom width as specified
- Machine Grading
- Furnish & Install:
- 87" x 63" CMPA 8 Gage w/ 3"x1" corrugations T.D. II
- Furnish & Install:
- 42" C-76 CLIV RCP
- Furnish & Install:
- 42" C-76 CLIV RCP T.D. II
- Furnish & Install:
- 36" CMP 10 gage T.D. II
- Furnish & Install:
- 87" x 63" Steel End Section
- Furnish & Install:
- 42" Steel End Section & Bar Screen
- Furnish & Install:
- 36" Steel End Section & Bar Screen
- Furnish & Install:
- 6' Diameter Drain Structure 0'-10' depth, comp. Incl. MDOT
- Type "A" casting & cover
- Furnish & Install:
- 6' dia. drainage structure 0'-01.' depth, comp. Incl. MDOT
- Type "E" casting & cover
- Detention basin construction
- Slope protection Plain Rip-Rap
- Low flow channel
- Remove existing 24" culvert
- Remove & replace Bituminous Paving
- Furnish & Install:
- Hydro-Seed, Mulch, Fertilizer & Mulch Adhesive
- Clean-Out & Regrade existing ditch
- Traffic Control
- Soil Erosion & Sedimentation Control

DATE NOV 15 1993

DEED 2519

163

ASPHALT PAVING

DESCRIPTION OF WORK	PHASE 2
Fine grade sub-base +/- .10ft	23,266 S.Y.
Furnish & Install 21 AA aggregate base	10,054 ton
Furnish & Install #1100 L Bituminous	3,112 ton
Furnish & Install #1100 T Bituminous	3,112 ton
Furnish & Install #1100 T Bituminous (overlay)	2,348 gal
Apply SS-1H bond	
Furnish & Install #500 base	
Butt joints 3' wide	
Stripe roadway	10,110 LF.
Concrete curb & gutter	34,160 S. FT.
Concrete Sidewalk - 4" thick	

MISCELLANEOUS

DESCRIPTION OF WORK	PHASE 2
Site Staking as required	1 EA
Traffic lights	1 EA
Traffic lights electric power	
Blyd. Signs	
Traffic Signs	40 LF.
Relocate gas line	
Relocate electric lines as required	

DATE NOV 15 1993

DEED 2516

PHASE I AND PHASE II CONSTRUCTION COSTS
 BASED ON ACTUAL BIDS

Kmart Corporation
 OCT 21 1993
 DESIGN DIVISION

DATE NOV 15 1993

DEED LIDER 2516 PAGE 165

SILVER LAKE VILLAGE SITE IMPROVEMENT BUDGET

DESCRIPTION

	PHASE I & 2		PHASE I	TOTAL
	SCOPE			
Division 1 - Earthwork				76,458.00
Earthwork Base Cost			827,000.00	760,542.00
Estimate on Removal of Spoils from Site			360,000.00	40,000.00
Estimate on Undercutting			37,500.00	20,000.00
Sub Total			<u>1,224,500.00</u>	<u>810,542.00</u>
Division 2 - Site Utilities				41,973.00
Site Utilities Base Cost			832,054.00	890,801.00
	Full Scope	Reduced Scope		
Storm Sewer	302,997	281,004		
Sanitary Sewer	319,583	319,583		
Water	310,294	310,294		
Additional Jack & Bore			23,649.00	23,649.00
Additional 6" Underdrain			25,000.00	0.00
Additional Dewatering			30,500.00	20,500.00
Sub Total			<u>1,012,003.00</u>	<u>835,030.00</u>
Division 3 - Paving				357,183.00
Paving Base Cost			841,306.00	584,123.00
Sidewalk West Side of Silver Parkway			70,000.00	70,000.00
Add 4" Sand Under Sidewalk			5,800.00	5,800.00
Additional 6" Underdrain			8,500.00	8,500.00
Traffic Signs			1,500.00	1,500.00
Sub Total			<u>1,027,106.00</u>	<u>599,923.00</u>
Miscellaneous				30,000.00
Site Staking & Engineering			84,000.00	64,000.00
Relocate Gas Line			30,000.00	13,000.00
Relocate Electric Lines			20,000.00	15,000.00
Underground Power Distribution			20,000.00	20,000.00
Blvd. Sign Allowance			40,000.00	40,000.00
Traffic Lights			50,000.00	25,000.00
Traffic Lights Electric Power			10,000.00	5,000.00
Sub Total			<u>264,000.00</u>	<u>182,000.00</u>
Sub Total			<u>3,527,609.00</u>	<u>2,527,495.00</u>
Contingency 5%			176,380.45	128,374.75
G.C.'s 4% (Includes Inspections, Testing, Permits, Quality Control)			141,104.38	101,099.80
Profit & Overhead 4.5%			<u>158,742.44</u>	<u>113,737.28</u>
Total			<u>4,003,836.22</u>	<u>2,860,708.83</u>

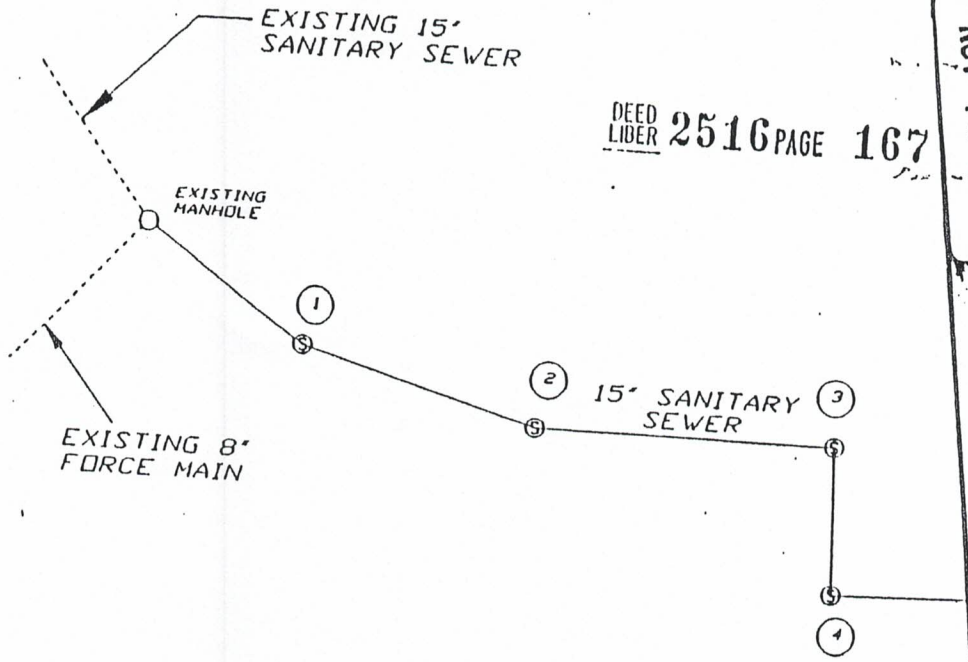
* This is a lump sum contract & no extra cost will be allowed for any changes required by on-site conditions regardless of the info. shown on the Drawings &/or within the Specs.

DEED 2516

165

DATE NOV 15 1995

DEED LIBER 2516 PAGE 167



EXISTING 8" FORCE MAIN

15" SANITARY SEWER

JENNINGS ROAD

EXISTING BUILDING DEMOLISHED PER SPECIFICATION

DEED 2516 PG 167

167

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LIBER 2516 PAGE 168

DATE

NOV 15 1995

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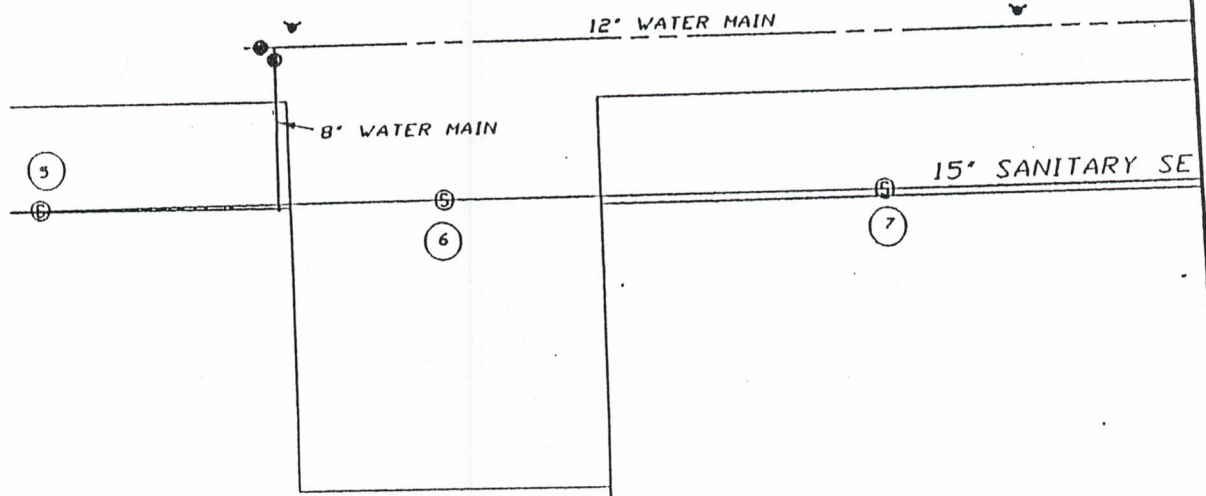
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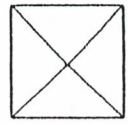


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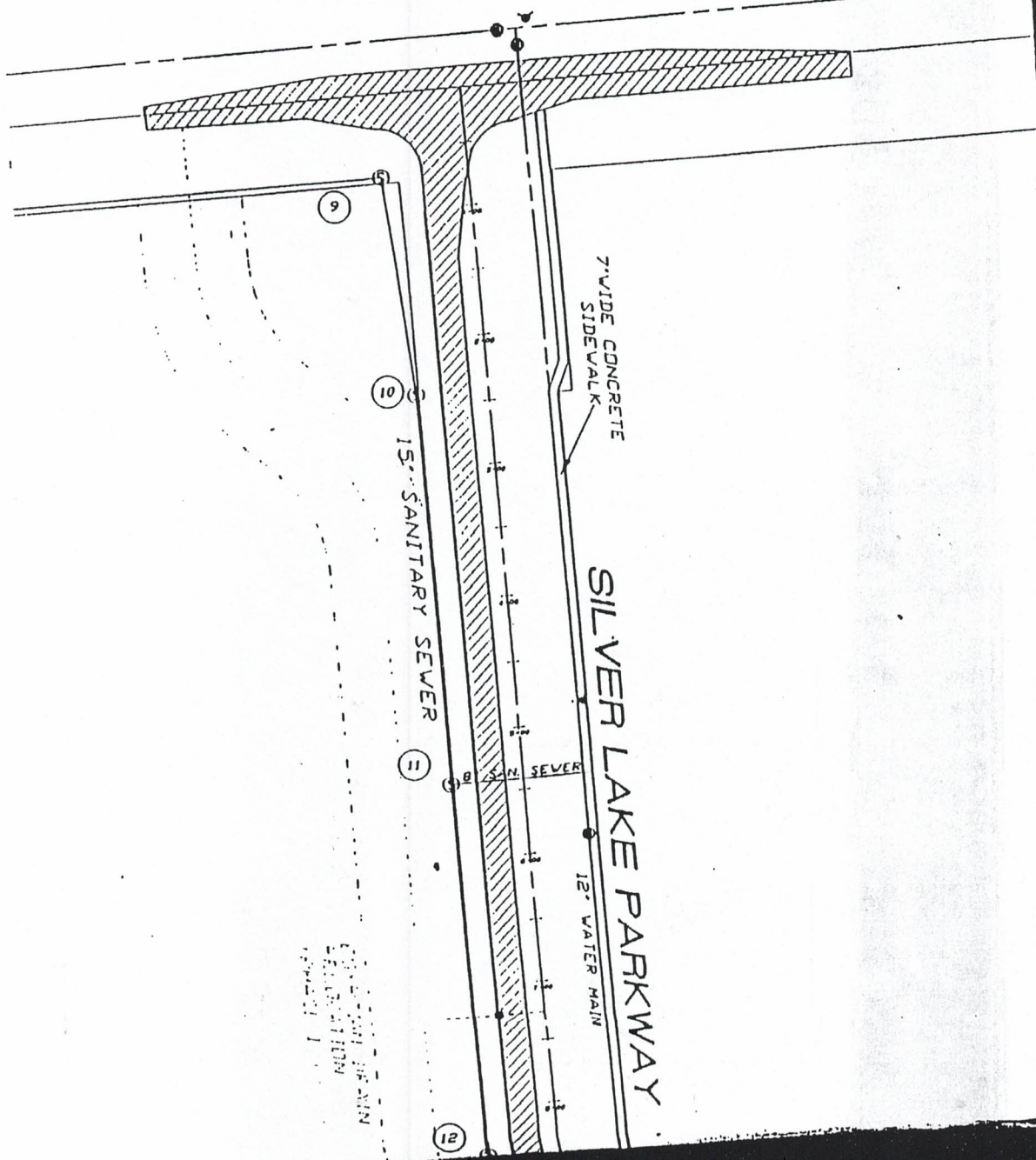
170

DEED LIBER 2516 PAGE 171

DATE NOV 15 1993

LAKE ROAD

12" WATER MAIN



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2516

PG 171

DATE NOV 15 1993

DEED LIBER 2516 PAGE 172



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LIBER 2516 PAGE 173

DATE

NOV 15 1993

PROVIDE AS BUILT DRAWINGS
PHASE I AND PHASE II

PROVIDE COPY OF APPROVALS FOR ALL
WORK INSPECTED AND TESTED BY THE LOCAL
AUTHORITY, AND AS INDICATED IN THE
SPECIFICATIONS.



JCK & ASSOCIATES, INC.
CONSULTING ENGINEERS
NOVI, MICH. PH. NO. (313) 348-2680

SILVER LAKE VILLAGE

PHASE I CONSTRUCTION
KMART NO. 4700 FENTON, MICHIGAN

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Drawn	JKM	Date	Scale	Job No.	Sht. No.
Designed	JKM	10-20-93	1"=100'	P-2034-01	1
Checked					

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DATE

NOV 15 1993

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JENNINGS ROAD

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174

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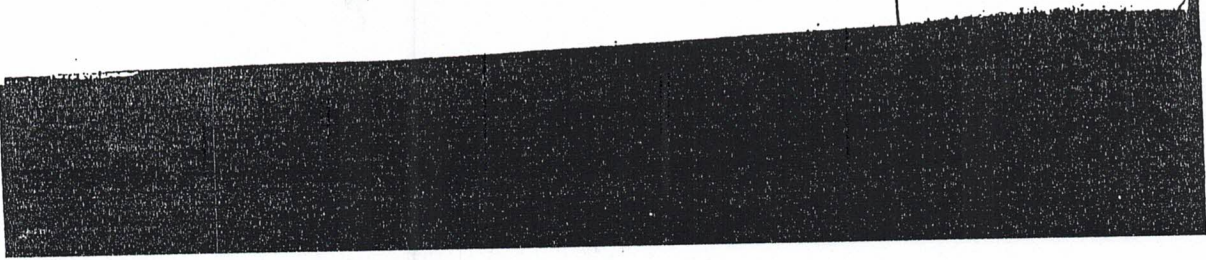
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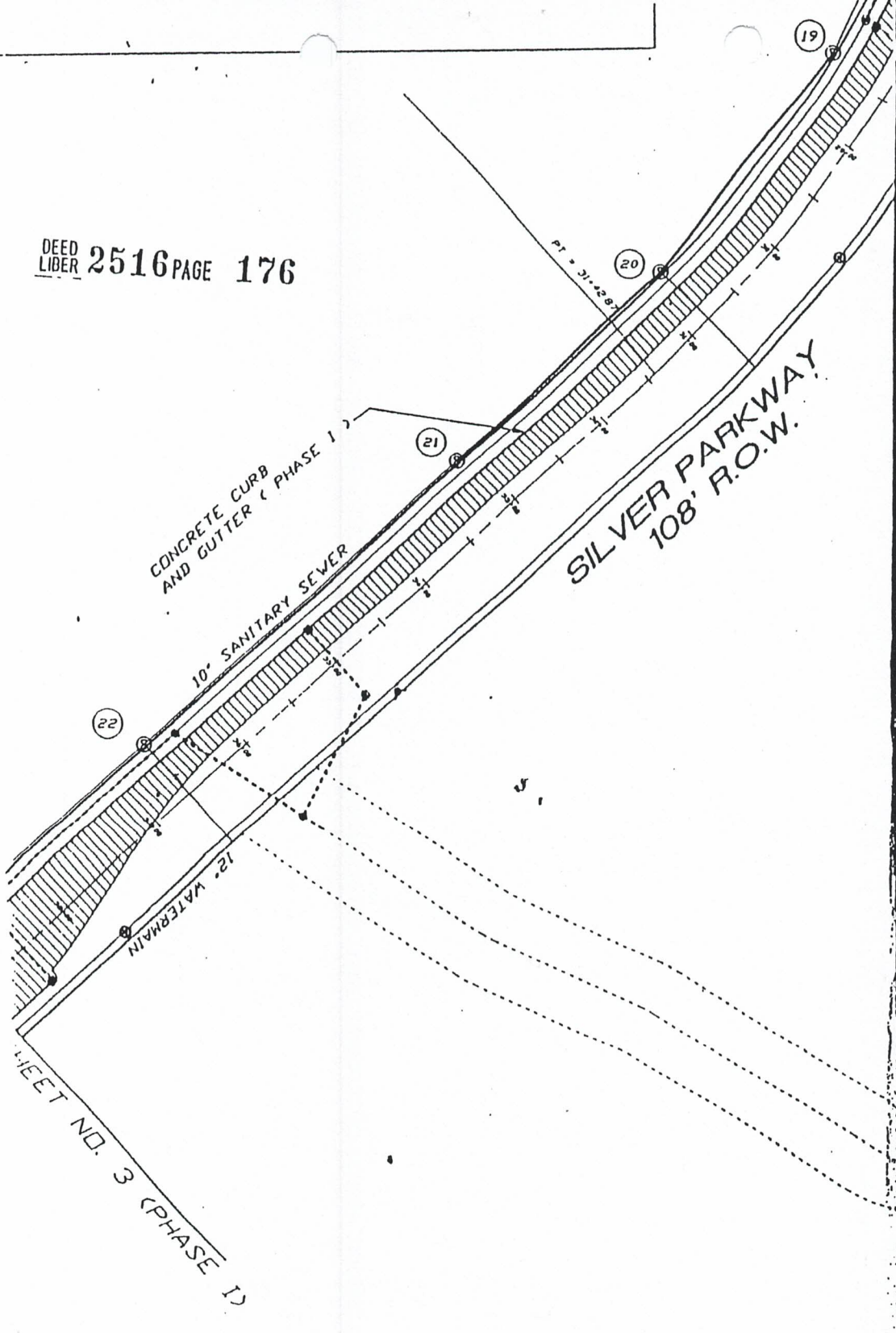
PAGE 175



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NOV 15 1995



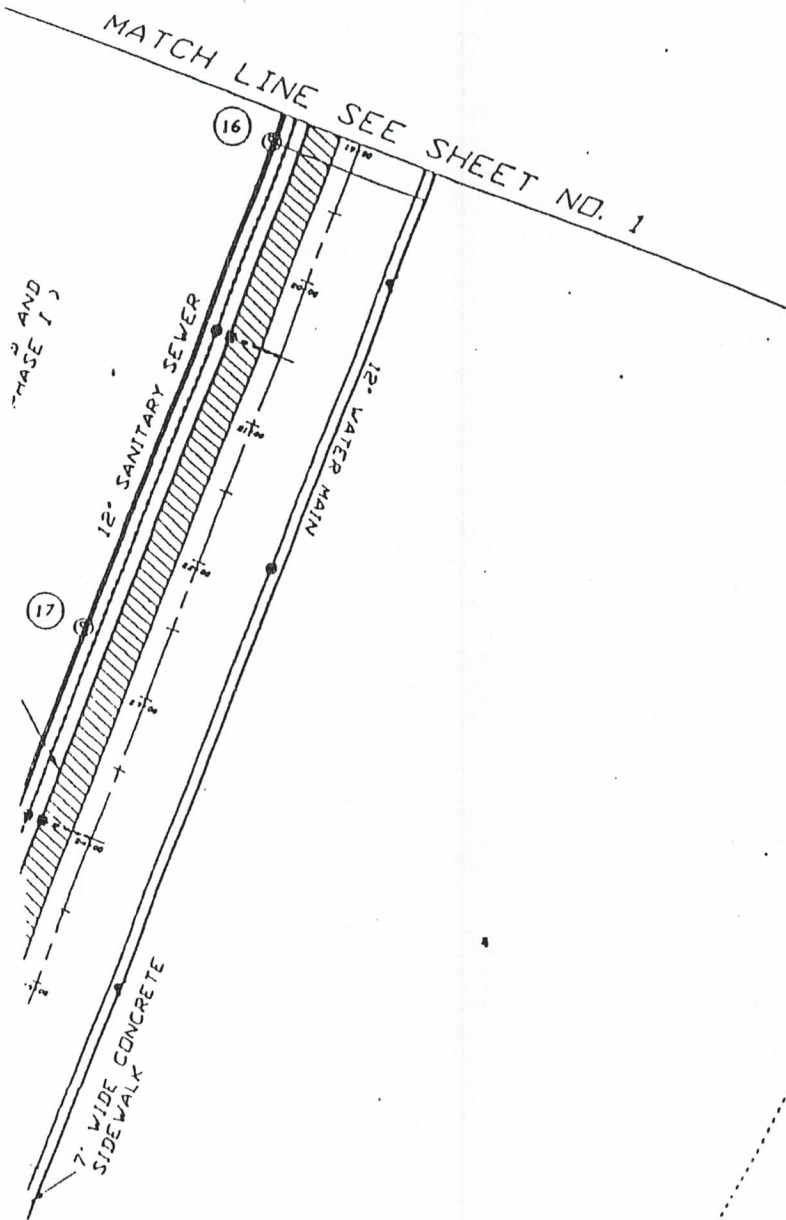
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PAGE 177

DATE NOV 15 1993

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EGYPTIAN DRAIN
RELOCATION
(PHASE I)

US-23

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178

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NOV 15 1995

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LIBER 2516 PAGE 179



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179

DATE NOV 15 1993

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LIBER

PROVIDE AS BUILT DRAWINGS,
PHASE I AND PHASE II

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SPECIFICATIONS

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JCK & ASSOCIATES, INC.
CONSULTING ENGINEERS
NOVI, MICH. PH. NO. (313) 348-2680

SILVER LAKE VILLAGE

PHASE I CONSTRUCTION KMART NO. 4700 FENTON, MICHIGAN

Drawn	<u>JKM</u>	Date	Scale	Job No.	Sht. No.
Designed	<u>JKM</u>	10-20-93	1"=100'	P-2034-01	2
Checked	_____				

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DATE

NOV 15 1993

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EXISTING
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181

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LIMITS OF PHASE I

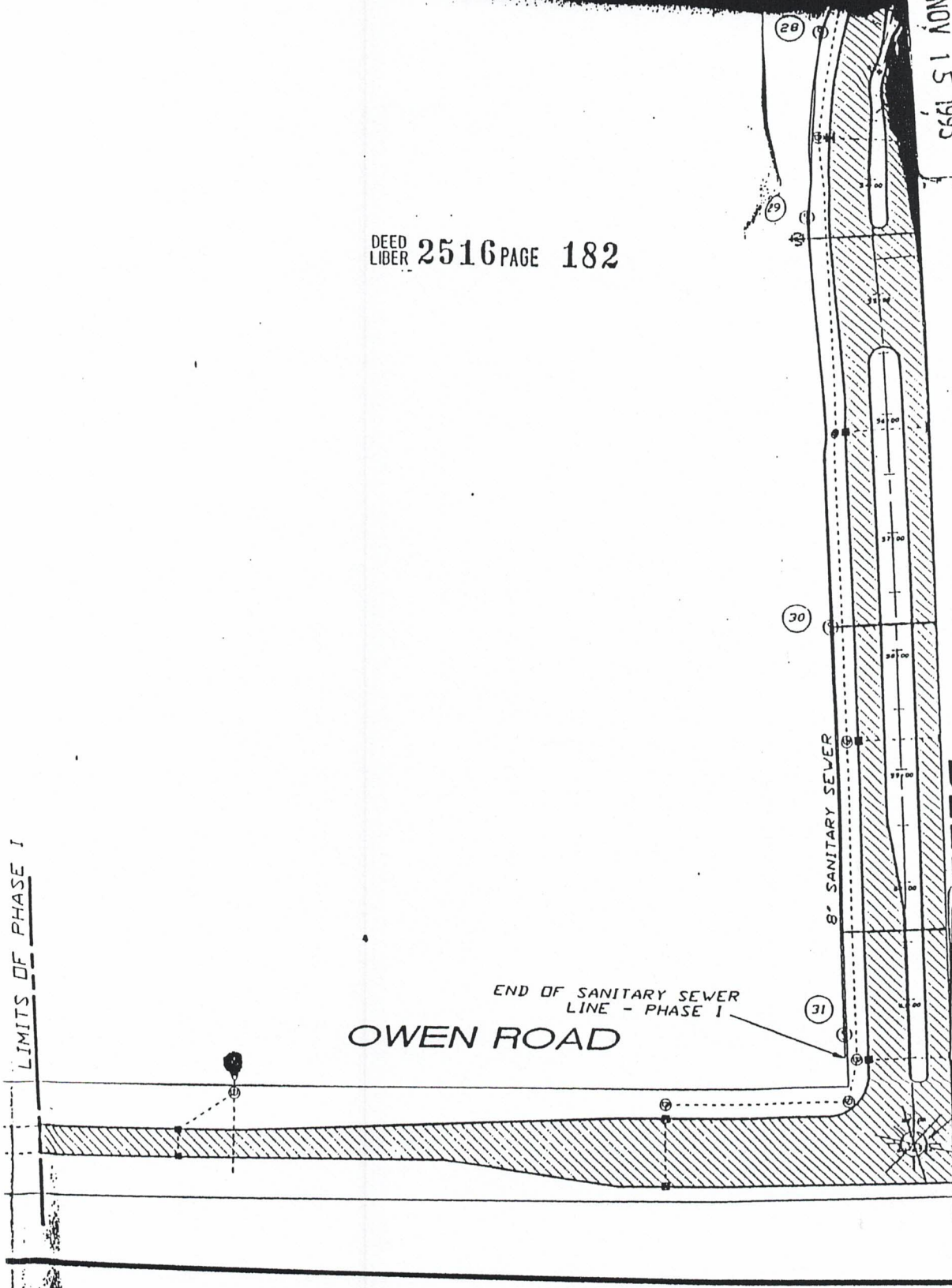
OWEN ROAD
END OF SANITARY SEWER
LINE - PHASE I

8" SANITARY SEWER

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PAGE 182



DATE NOV 15 1993

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MATCH LINE SEE SHEET

10" SANITARY SEWER

7' WIDE CONCRETE SIDEWALK (PHASE 1)

12" WATER MAIN
SILVER PARKWAY
108' R.O.W.

RETENTION BASIN POND (PHASE 1)

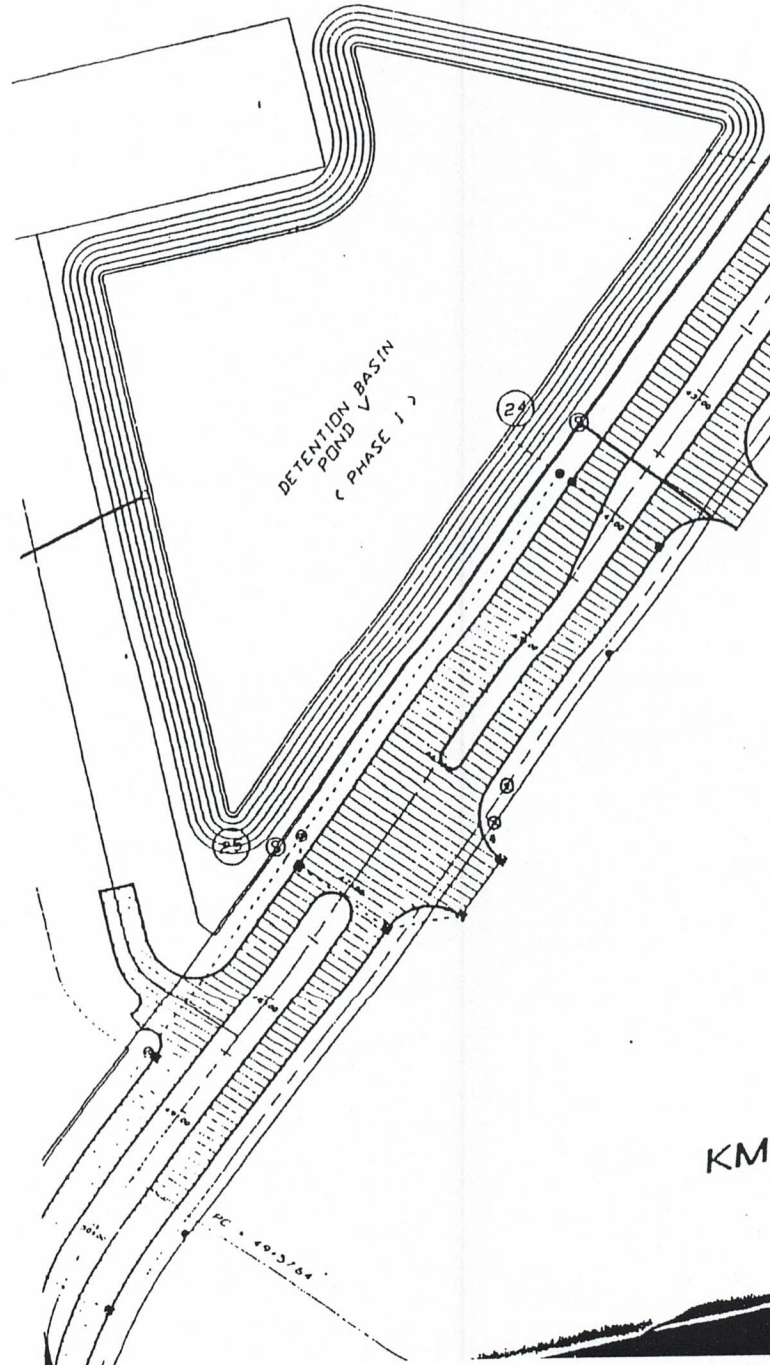
KMART CORPORATION

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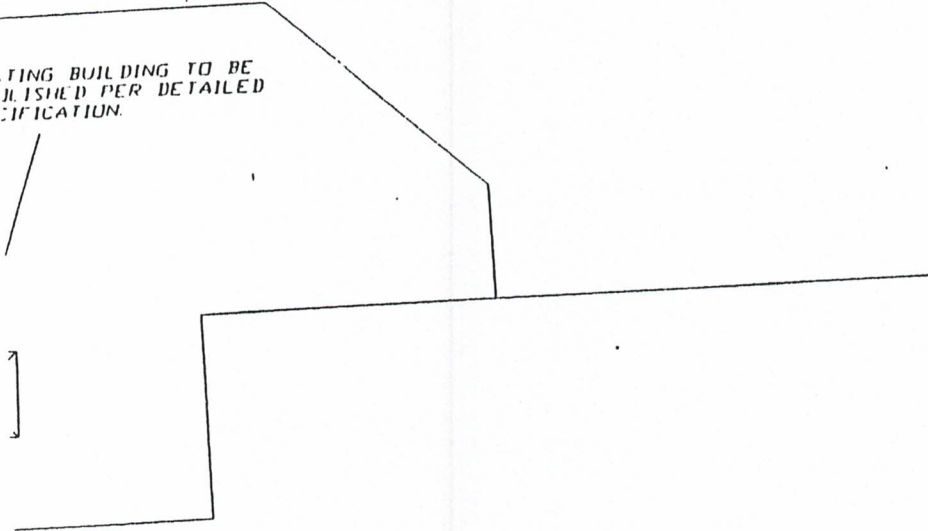


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...ING BUILDING TO BE
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...IFICATION.



LIMITS OF PHASE I

US - 23
BRIDGE

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PAGE 184

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NOV 15 1995

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185

PAGE 173

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2516 PAGE 186

DATE

NOV 15 1993

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PHASE I AND PHASE II.
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AUTHORITY AND AS INDICATED IN THE
SPECIFICATIONS.

JOK

JOK & ASSOCIATES, INC.
CONSULTING ENGINEERS
NOVI, MICH. P.O. BOX 313 318-2680

SILVER LAKE VILLAGE

PHASE I CONSTRUCTION
KMART NO. 4700 FENTON, MICHIGAN

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Designed	JKM
Checked	

Date
10-20-93

Scale
1"=100'

Job No.
P-2034-01

Sheet No.
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PAGE 186

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NOV 15 1993

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187

JENNINGS ROAD

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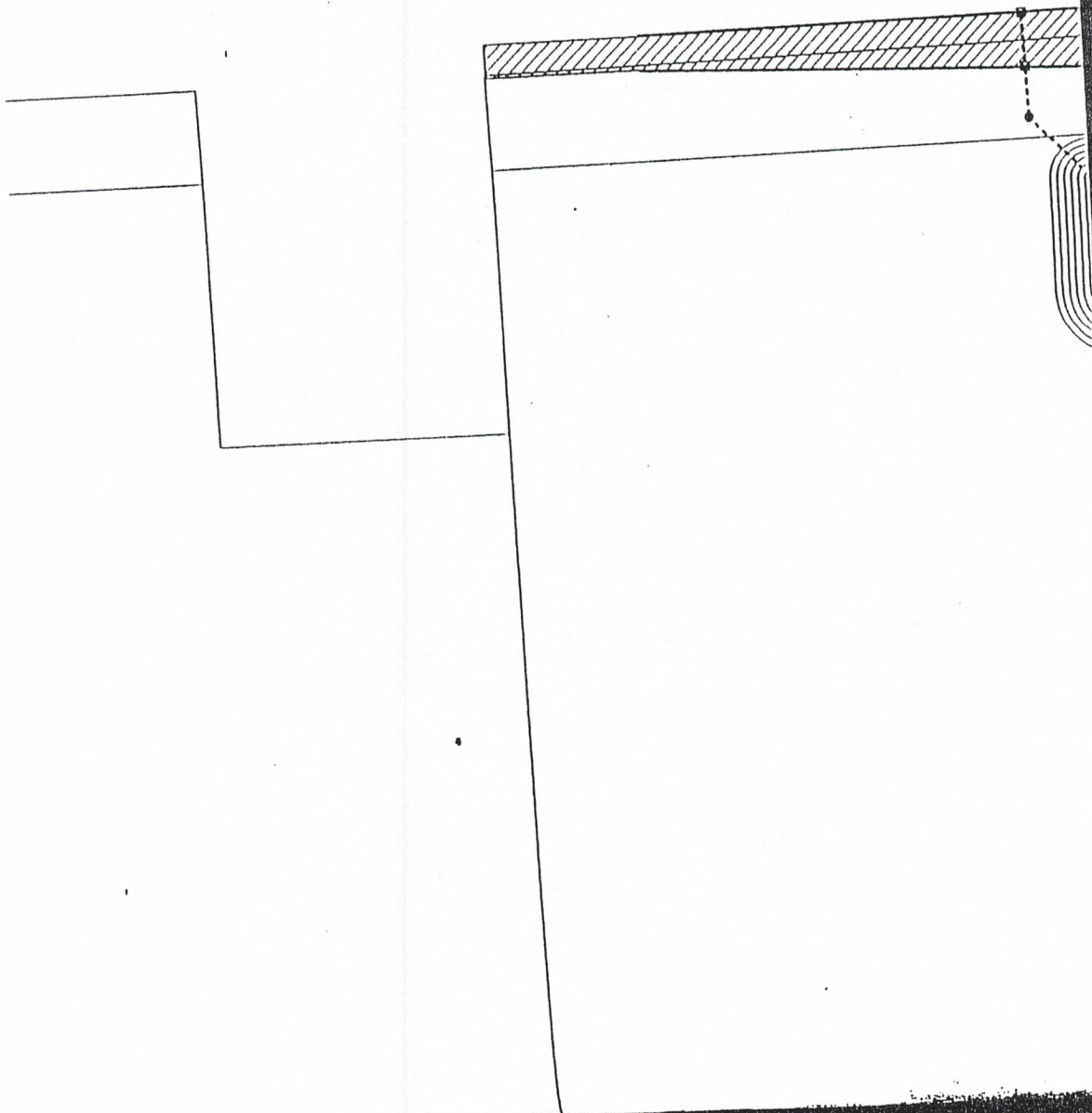
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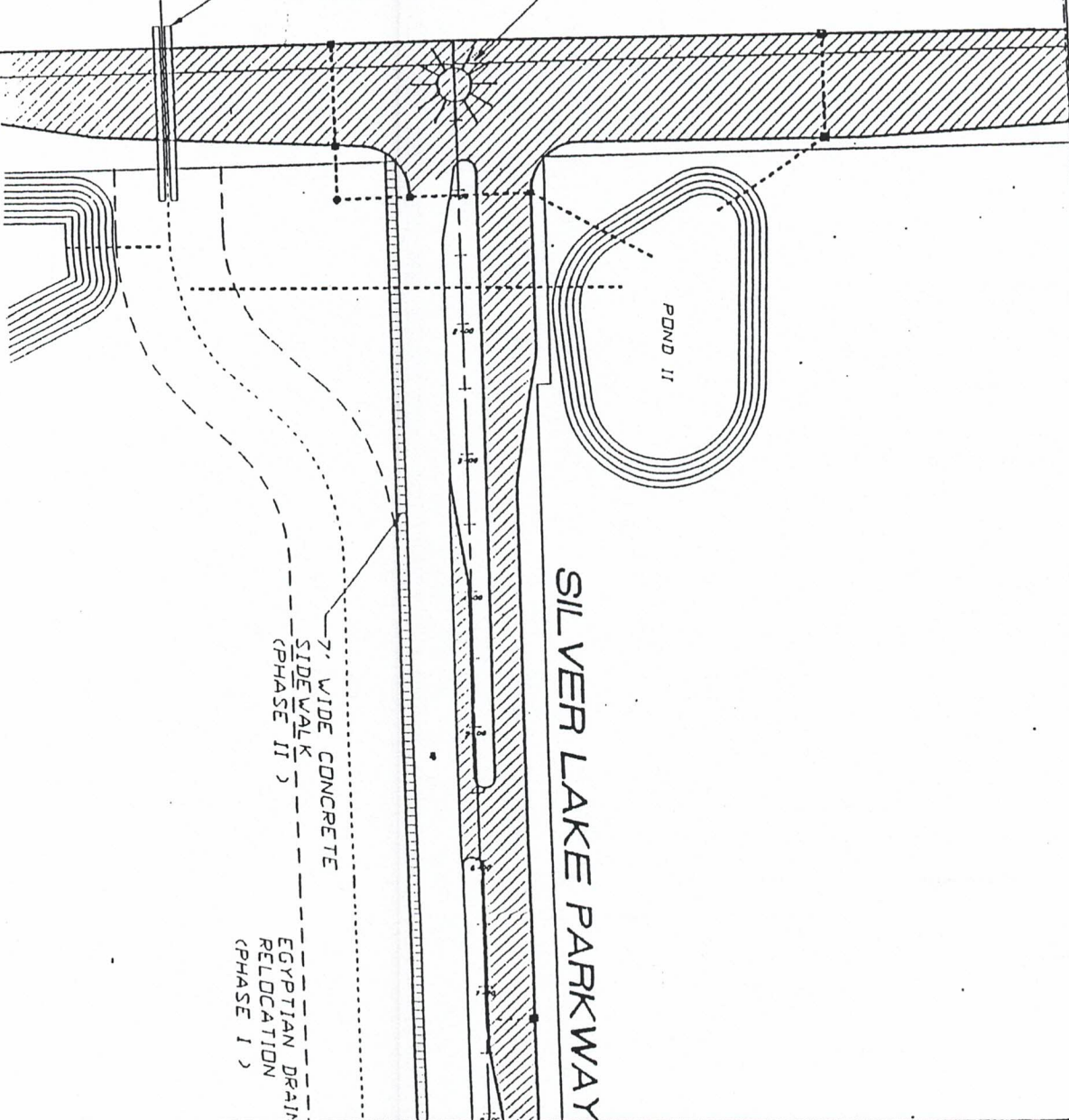
DATE NOV 15 1993

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SILVER LAKE ROAD

TRAFFIC SIGNAL
(PHASE II)

87" X 63" CMPA
(PHASE II)



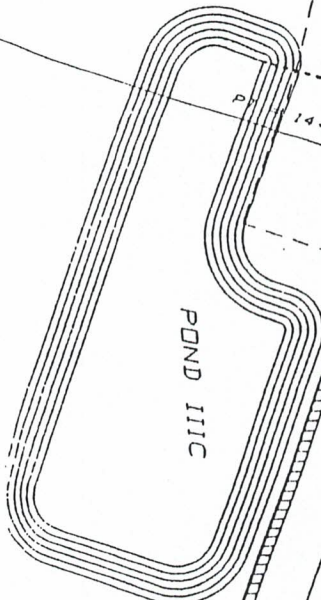
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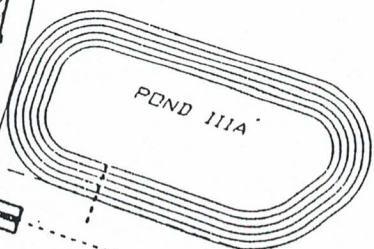
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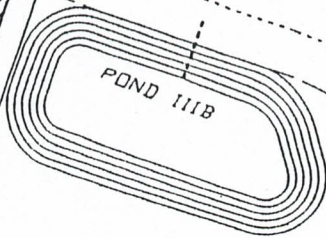
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POND III C



POND III A



POND III B

EGYPTIAN DRAIN
RELOCATION
(PHASE I)

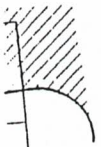
MATCH LINE SEE SHEET NO. 2

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NOV 15 1993

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PROVIDE AS BUILT DRAWINGS
PHASE I AND PHASE II

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JCK & ASSOCIATES, INC.
CONSULTING ENGINEERS
NOVI, MICH. PH. NO. (313) 348-2680

SILVER LAKE VILLAGE

PHASE II CONSTRUCTION
KMART NO. 4700 FENTON, MICHIGAN

C:\DRAWINGS\SPECIAL.DWG

Drawn	JKM	Date	Scale	Job No.	Sht. No.
Designed	JKM				
Checked		10-20-93	1"=100'	P-2034-01	1

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194

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NOV 15 1993

DEED LIBER 2516 PAGE 195

JENNINGS ROAD

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2516

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195

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NOV 15 1993

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LIBER 2516 PAGE 196

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2516

PG 196

PC = 26-80 68

DEED LIBER 2516 PAGE 197

DATE

NOV 15 1995

SILVER PARKWAY
108' R.O.W.

7' WIDE CONCRETE
SIDEWALK

PI = 31+28.7

SEE SHEET NO. 3 (PHASE 1)

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197

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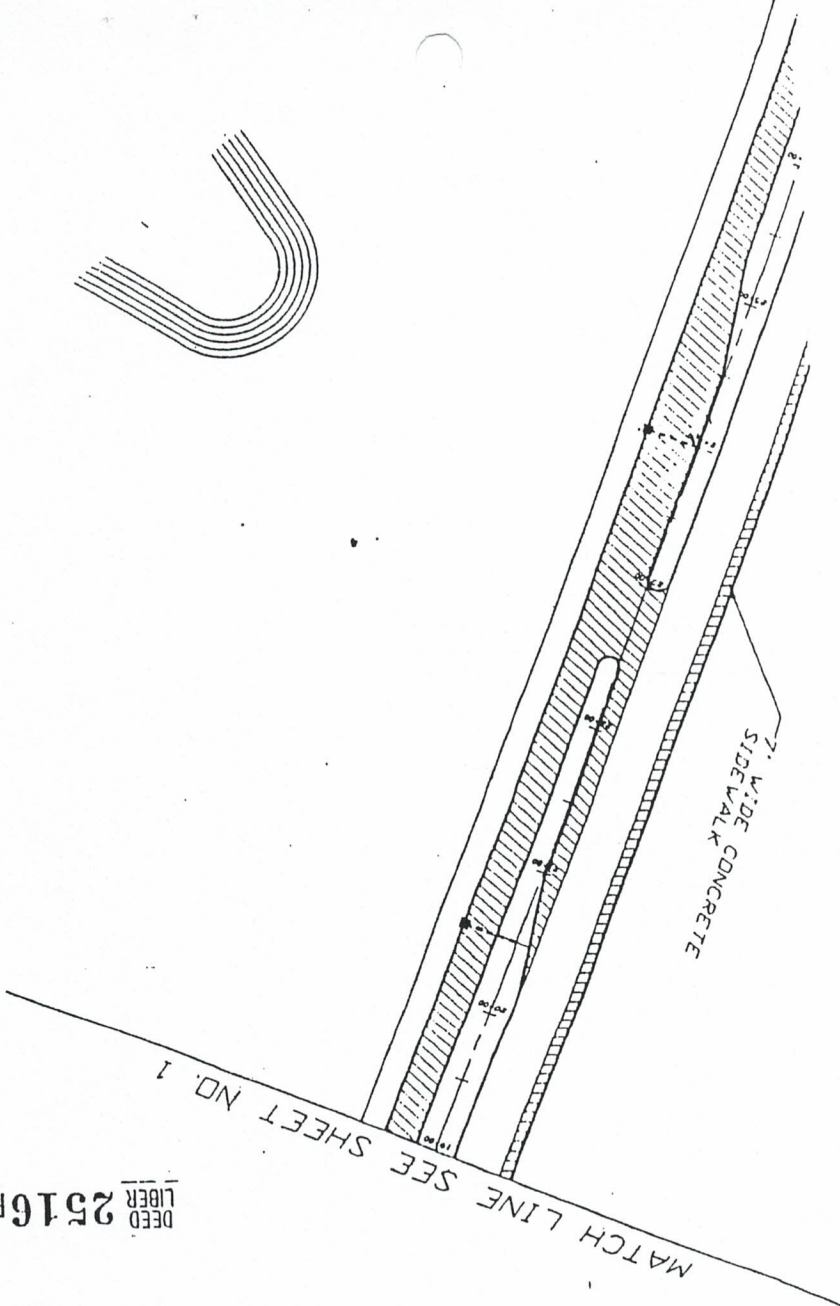
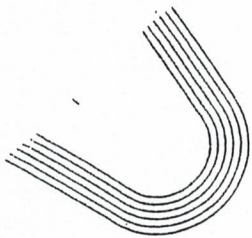
NOV 15 1995

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MATCH LINE SEE SHEET NO. 1

7' WIDE CONCRETE SIDEWALK



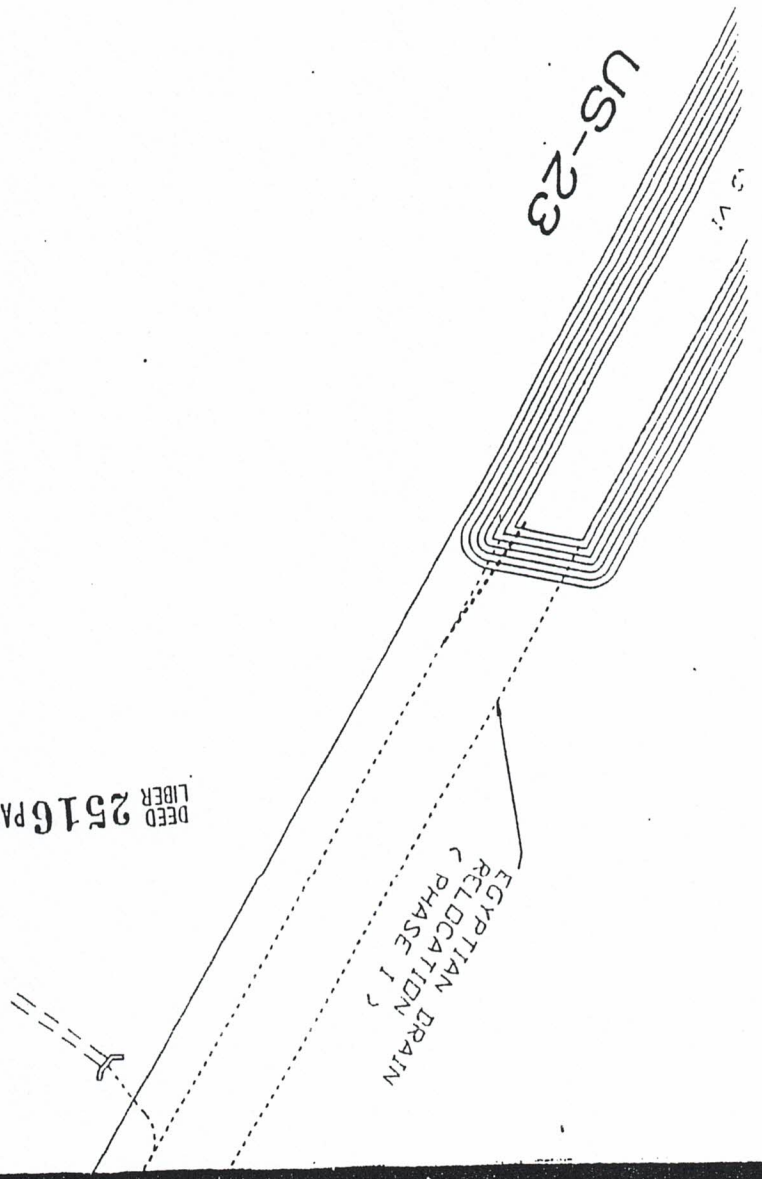
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LIBER



DEED 2516 PG 200

NOV 15 1995

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LIBER

