



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: January 4, 2022

To: Honorable Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Seventh Order Amending Meritor and Nelson Companies Consent Judgment

In February of 2012 and May of 2013, City Council approved, respectively, the Fifth and Sixth Orders Amending the Consent Judgment in the *Meritor Automotive, Inc and the Nelson Companies, Inc*, case, Oakland County Circuit Court case number 1994-94878 CZ. Together, these amendments allowed for the construction of a baseball facility, known as Warrior Park, to be used by the Brother Rice High School varsity baseball program. The baseball field was constructed on two parcels located at 1525 and 1735 Equity in accordance with site plans that were approved by the Planning Commission in January of 2012.

In March of 2021, the Warrior Park parcels were acquired by Warrior Baseball Complex LLC, (“WBC”). WBC seeks to expand the baseball facility by constructing a two-story addition adjacent to the existing stadium. The addition will include a hitting facility, parent lounge, bathrooms, electrical/mechanical rooms, a mezzanine viewing lounge, office space, and a rooftop deck. Batting cages and a bullpen will be relocated on the site, and a small practice area will be removed.

The current consent judgment provides that any additions to the site plan such as “facilities for storage, maintenance equipment and baseball equipment, additional bleachers, concession stands, outbuildings, press boxes, scoreboards, restroom facilities, and those structures normally associated with a premium high school baseball facility” may be administratively approved without the necessity of amending the consent judgment. However, due to the extent of the proposed changes to the site, the site plan was reviewed by the Troy Planning Commission at its June 8, 2021 meeting. The Planning Commission recommended approval, subject to certain conditions, including but not limited to the requirement to present a plan to demonstrate adequate parking.

The attached consent judgment incorporates the revised site plan and addresses the Planning Commission conditions. The proposed resolution approves and authorizes the Mayor, City Clerk, and the City Attorney to sign the Seventh Amended Consent Judgment. Please let us know if you have any questions or concerns.

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

MERITOR AUTOMOTIVE, INC.,
a Delaware corporation, and
THE NELSON COMPANIES, INC.,
a Michigan corporation,

Plaintiffs,

v.

CITY OF TROY, a Michigan municipal
corporation,

Defendant.

Case No.: 94-487484-CZ
Hon. Denise Langford Morris

STIPULATION AND
SEVENTH ORDER
AMENDING
CONSENT JUDGMENT

WARRIOR BASEBALL COMPLEX LLC
SUCCESSOR IN INTEREST TO CAMBRIDGE
CROSSINGS #2, L.L.C. as to Units 3, 4, and 5 of the
Business Park at Cambridge Crossings only
Ronald A. Deneweth (P27680)
Alexander Choi (P84544)
1175 W. Long Lake Road, Suite 202
Troy, MI 48098
(248) 290-0408

CITY OF TROY
Lori Grigg Bluhm (P46908)
Julie Quinlan Dufrane (P59000)
City of Troy City Attorney's
Office Attorneys for City of Troy
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3324

STIPULATION AND SEVENTH ORDER AMENDING CONSENT JUDGMENT

At a session of said court held in the
Courthouse in the City of Pontiac, Oakland County, Michigan on:

PRESENT: THE HONORABLE _____
Hon. Denise Langford Morris
Circuit Court Judge

The parties, through their respective counsel and by themselves, hereby stipulate and agree to this Stipulation and Seventh Order Amending Consent Judgment (“Seventh Amendment”) as follows:

WHEREAS, this matter was resolved through the entry of a Consent Judgment on May 10, 1999 (the “Original Consent Judgment”), and the Original Consent Judgment was modified on March 26, 2002 by the entry of a Stipulation and Order Amending Consent Judgment (the “First Amendment”); on November 25, 2002 by entry of a Stipulation and Second Order Amending Consent Judgment (the “Second Amendment”); on March 20, 2003 by the entry of a Stipulation and Third Order Amending Consent Judgment (the “Third Amendment”); on August 11, 2011 by the entry of a Stipulation and Fourth Order Amending Consent Judgment (the “Fourth Amendment”); on February 2, 2012 by the entry of a Stipulation and Fifth Order Amending Consent Judgment (the “Fifth Amendment”); and on May 29, 2013 by the entry of a Stipulation and Sixth Order Amending Consent Judgment (the “Sixth Amendment”). The Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment are referred to collectively as “the Consent Judgment”;

WHEREAS, the land identified as Parcel B in the Original Consent Judgment described in Exhibit B incorporated therein, and which is described in the attached Exhibit A to this Seventh Amendment, was permitted to be developed, used and occupied for the purposes set forth in Article XXVIII, M-1 Light Industrial District, within the meaning of Chapter 39, Section 28.00.00, et seq., of the Troy City Code, in effect at that time of the Original Consent Judgment except as specifically modified by the terms of the Consent Judgment; and

WHEREAS, subsequent to the entry of the Original Consent Judgment, Plaintiff, Cambridge Crossing Shops #1, LLC (“Cambridge Crossing #1”) acquired Parcel A from Meritor Heavy Vehicle Systems, LLC, a wholly owned subsidiary of Meritor Automotive, Inc. and Developed Parcel A into an operating retail shopping center with various retail tenants as permitted by the Consent Judgment; and

WHEREAS, on or about January 31, 2003, Cambridge Crossing Shops #2, LLC (“Cambridge Crossing #2”) acquired Parcel A from Cambridge Crossing #1 who continued to operate Parcel A as a retail shopping center with various retail tenants as permitted by the Consent Judgment; and

WHEREAS, subsequent to the entry of the Original Consent Judgment, Cambridge Crossing #2 acquired and became the successor in interest to Plaintiffs in the Subject Property and thereafter PB MI OREO, LLC acquired and became the successor in interest in the Subject Property as defined herein from Cambridge Crossing #2; and

WHEREAS, The Christian Brothers Institute of Michigan d/b/a Brother Rice High School (“Brother Rice”), a domestic non-profit corporation qualified to do business in the State of Michigan, acquired a portion of the land included on Parcel B, specifically Units 3, 4, and 5 of The Business Park at Cambridge Crossings a condominium according to the Master Deed as amended and recorded in liber 32631 page four hundred nine (409) as more fully described in Exhibit B. This property is hereafter referred to as “the Subject Property”; and

WHEREAS, on March 10, 2021, Warrior Baseball Complex LLC (“WBC”), a Michigan limited liability company, a domestic limited liability company qualified to do business in the State of Michigan, acquired from Brother Rice the Subject Property; and

WHEREAS, WBC submitted an application for approval of a site plan to the planning commission for the City of Troy (“Planning Commission”) which was approved in a meeting on June 8, 2021 (“Site Plan”) and the Planning Commission recommended approval of the Site Plan subject to certain conditions concerning parking (City of Troy File No. SP2021-0005) relating to the Subject Property which lies within Parcel B; and

WHEREAS, the City Council of the City of Troy at its _____, 2022 Regular Meeting approved the Site Plan in accordance with its regular procedures and further approved and authorized the entry of this Seventh Amendment on behalf of the City of Troy to allow the Subject Property to be used in accordance with the Site Plan; and

WHEREAS, WBC has requested approval from the City of Troy to allow the Subject Property to be improved and allow WBC to construct and maintain the Subject Property to include the improvements reflected within the attached Exhibit C inclusive in addition to all improvements and construction allowed by previous approvals and the Consent Judgment subject to the conditions set forth below (“Conditions”).

IT IS HEREBY ORDERED that notwithstanding anything to the contrary in the Consent Judgment, that the Site plan and the improvements and construction reflected in Exhibit C inclusive and attached hereto are hereby approved and deemed to comport with all applicable legal requirements of the Consent Judgment, the City of Troy Ordinances, and applicable law; and the Plaintiffs, their successors and assigns, hereby have the right, but not the obligation, to construct all or any part of the improvements set forth and depicted in Exhibit C, subject to the following Conditions and obtaining all applicable sign, building and engineering permits required for such construction in the ordinary course:

1. Hitting Facility.
2. Relocated Exterior Batting Cages to the southeast corner of the Subject Property.
3. Relocated bullpen along first base line.
4. Strength and Conditioning Building.

5. Parking. WBC is authorized to use the parking lot of Global Collision Center/Lincoln of Troy Collision Center on an as needed basis as outlined in the Parking Agreement between WBC and RCMC Properties LLC attached as Exhibit D. If the Parking Agreement between WBC and RCMC Properties LLC is terminated by either party for any reason, the City of Troy shall be notified immediately. If the Parking Agreement is terminated, no baseball games or scrimmages that require parking in excess of the available parking on the Subject Property shall take place until alternate parking arrangements are made to the satisfaction of the Troy City Attorney.
6. Parking lot lighting and walkway lighting between the parking lot to hitting facility.
7. Additional hardscape and landscaping.

IT IS FURTHER ORDERED that the City of Troy allow the Subject Property to be developed, used, and operated consistent with the Site Plan.

IT IS FURTHER ORDERED that to the extent additional review, approvals, variances, or consents are required by the City of Troy with respect to any element of the Site Plan to give appropriate meaning and effect to the Site Plan or to the terms of the Consent Judgment, and this Seventh Amendment, such review, approvals, variances, or consents shall not be unreasonably delayed, conditioned, or denied by the City of Troy.

IT IS FURTHER ORDERED that every provision of the Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment on file with this Court, whether expressly referenced in this Seventh Amendment, are incorporated herein by reference.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction in all matters concerning the development and use of Parcels A and B including the Subject Property and the implementation of the Orders of this Court related to Parcels A and B and the matters covered by the Consent Judgment and this Seventh Amendment.

IT IS FURTHER ORDERED that the parties may hereafter amend the Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, or this Seventh Amendment by written agreement which shall be effective upon the signature of the parties to such amendment and of this Court.

IT IS FURTHER ORDERED and the parties acknowledge that there may be modifications to the Site Plan that are dependent on issues that arise after the approval of this Seventh Amendment and that are concerned with minor modifications or other issues that occur in the actual building process or later, and further, that these minor modifications to the Site Plan, not inconsistent with the spirit of the Consent Judgment and this Seventh Amendment, may be made without the necessity of amending this Seventh Amendment, with the approval of the City Administration. The City Administration shall have the discretion to determine whether a modification is “minor” in accordance with this paragraph.

IT IS FURTHER ORDERED that this Seventh Amendment shall control to the extent there are any conflicts with the Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment.


IT IS FURTHER ORDERED that a certified copy of this Seventh Amendment shall be recorded with the Oakland County Register of Deeds.

HON. DENISE LANGFORD MORRIS
Circuit Court Judge


Stipulated to for entry by:

WARRIOR BASEBALL COMPLEX LLC

CITY OF TROY


By: Matthew J. Conway
Its: Managing-Member

By: Ethan Baker, Mayor



Ronald A. Deneweth (P27680)
Alexander Choi (P84544)
Deneweth, Dugan & Parfitt, P.C.
1175 W. Long Lake Road, Suite 202
Troy, MI 48098

By: Aileen Dickson, City Clerk

Lori Grigg Blum (P46908)
Julie Quinlan Dufrane (P59000)
City of Troy
City of Troy Attorney's Office
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3324

Drafted by and after recording return to:

Ronald A. Deneweth (P27680)
Alexander Choi (P84544)
Deneweth, Dugan & Parfitt, P.C.
1175 W. Long Lake Road, Suite 202
Troy, MI 48098

5553.3/122321 7th Amendment (clean)

EXHIBIT A

EXHIBIT A

(Exhibit B to the Original Consent Judgment)

EXHIBIT 'B'

Situated in the City of Troy, County of Oakland and State of Michigan, and being part of lands dedicated to Cambridge Crossing Shops #2, LLC in liber 28689, page 246, and being more particularly described as follows:

Beginning at a 5/8" iron pin, with cap stamped D11, in monument box, said point being the North ¼ corner of Section 32, Town 2 North, Range 11 East;

Thence South 00° 29' 31" West, a distance of 60.00 feet to a point in the southerly right of way line of West Maple Road;

Thence following along the southerly right of way line of said West Maple Road, South 89° 53' 40" East, a distance of 402.74 feet to a point at the northwesterly corner of said Cambridge lands;

Thence following along the westerly line of said Cambridge lands for the following courses:

South 00° 10' 46" West, a distance of 931.12 feet to a point;

South 89° 38' 34" East, a distance of 81.92 feet to a point;

South 00° 03' 45" West, a distance of 55.48 feet to a point in the northerly line of an

Existing Sanitary Sewer Easement;

Thence following along the northerly and easterly lines of said Existing Easement for the following courses:

South 89° 45' 07" East, a distance of 20.00 feet to a point;

South 00° 03' 45" West, a distance of 390.98 feet to a point;

South 89° 30' 11" East, a distance of 174.67 feet to a point on the northerly line of an

Existing Sanitary Sewer Easement To Be Vacated, said point being the TRUE POINT OF BEGINNING;

Thence following along the edge of said Existing Easement To Be Vacated for the following courses:

South 89° 30' 11" East, a distance of 232.93 feet to a point;

South 04° 19' 26" West, a distance of 30.07 feet to a point;

North 89° 30' 11" West, a distance of 229.30 feet to a point;

North 02° 36' 49" West, a distance of 30.04 feet to the TRUE POINT OF BEGINNING.

Containing 0.159 acres (6,933 square feet) more or less.

EXHIBIT B

LEGAL DESCRIPTION

Land situated in the City of Troy, County of Oakland, State of Michigan, more particularly described as:

Unit 3, Unit 4 and Unit 5, of “The Business Park at Cambridge Crossings”, a condominium according to the Master Deed recorded in Liber 21432 Page 305, Oakland County Records, as amended, and designated as Oakland County Condominium Subdivision Plan Number 1266, together with rights in common elements and limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

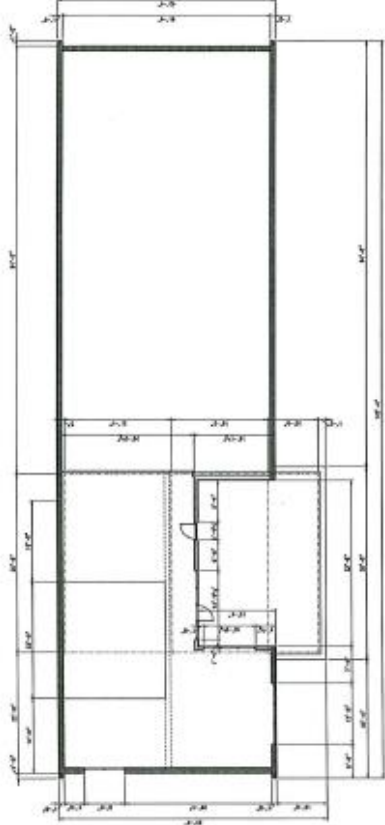
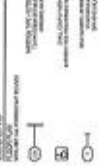
Tax Parcel Nos.: 20-32-126-031 Unit 3
 20-32-126-032 Unit 4
 20-32-126-033 Unit 5

Commonly known as: 1525 Equity Drive, Troy, MI 48084

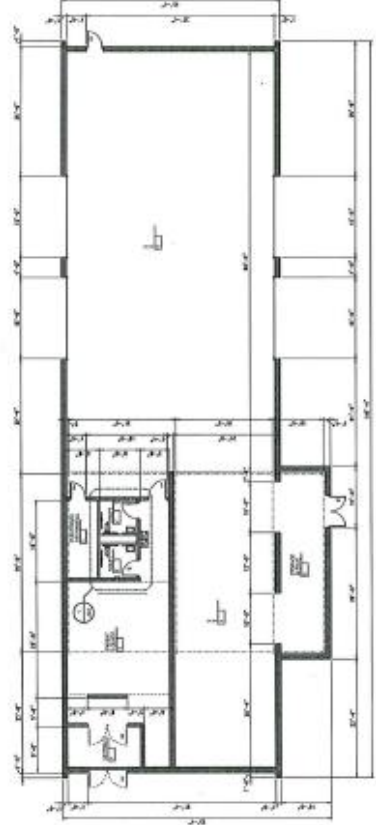
GENERAL NOTES

1. REFER TO ALL APPLICABLE SPECIFICATIONS AND CODES.
2. PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK.
3. VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
4. MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES.
5. PROTECT ALL EXISTING WORK AND ADJACENT AREAS.
6. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
8. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
9. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL EXISTING AND FUTURE UTILITIES.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
12. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
13. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL EXISTING AND FUTURE UTILITIES.
14. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

LEGEND



SECOND FLOOR PLAN
 1/8" = 1'-0"



FIRST FLOOR PLAN
 1/8" = 1'-0"

LEGEND

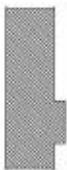
- 1. CONCRETE FLOOR
- 2. CONCRETE SLAB
- 3. CONCRETE WALL
- 4. CONCRETE COLUMN
- 5. CONCRETE BEAM
- 6. CONCRETE GIRDER
- 7. CONCRETE JOIST
- 8. CONCRETE DECK
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ENLARGE TOILET PLAN
 1/4" = 1'-0"

Winter Baseball Indoor
 Hitting Facility

The Architect
 WDS



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	11/11/2011
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100	ISSUED FOR PERMIT	11/11/2011

1st and 2nd Floor Plans
 and Enlarge Plan Details

21110-1009
 A2.1



INTERACTIVE DESIGN SOLUTIONS
 commercial, engineering, landscape architecture
 1500 COMMERCIAL DRIVE
 SUITE 200
 TROY, MI 48063-1100
 TEL: 313.285.1500
 FAX: 313.285.1505
 WWW.IDSDESIGN.COM

LANDSCAPE ARCHITECT
 1500 COMMERCIAL DRIVE
 SUITE 200
 TROY, MI 48063-1100
 TEL: 313.285.1500
 FAX: 313.285.1505
 WWW.IDSDESIGN.COM

ARCHITECT
 1500 COMMERCIAL DRIVE
 SUITE 200
 TROY, MI 48063-1100
 TEL: 313.285.1500
 FAX: 313.285.1505
 WWW.IDSDESIGN.COM

REGISTERED PROFESSIONAL ENGINEER
 1500 COMMERCIAL DRIVE
 SUITE 200
 TROY, MI 48063-1100
 TEL: 313.285.1500
 FAX: 313.285.1505
 WWW.IDSDESIGN.COM

Warrior Baseball Development LLC

Warrior Baseball Indoor Hitting Facility

1525 EQUITY DRIVE
TROY, MI 48084

<p>Legal Designation</p> <p>OWNERS: WARRIOR BASEBALL DEVELOPMENT LLC 1525 EQUITY DRIVE TROY, MI 48084</p>	<p>ARCHITECT</p> <p>IDS DESIGN SOLUTIONS 1500 COMMERCIAL DRIVE SUITE 200 TROY, MI 48063-1100 TEL: 313.285.1500</p>	<p>Mechanical</p> <p>IDS DESIGN SOLUTIONS 1500 COMMERCIAL DRIVE SUITE 200 TROY, MI 48063-1100 TEL: 313.285.1500</p>	<p>Electrical</p> <p>IDS DESIGN SOLUTIONS 1500 COMMERCIAL DRIVE SUITE 200 TROY, MI 48063-1100 TEL: 313.285.1500</p>	<p>Code Information</p> <p> <table border="0"> <tr><td>Permit No.</td><td>15251100000000000000</td></tr> <tr><td>City</td><td>TROY</td></tr> <tr><td>County</td><td>WARREN</td></tr> <tr><td>Zone</td><td>RESIDENTIAL</td></tr> <tr><td>Map No.</td><td></td></tr> <tr><td>Parcel No.</td><td></td></tr> <tr><td>Block No.</td><td></td></tr> <tr><td>Lot No.</td><td></td></tr> </table> </p>	Permit No.	15251100000000000000	City	TROY	County	WARREN	Zone	RESIDENTIAL	Map No.		Parcel No.		Block No.		Lot No.	
Permit No.	15251100000000000000																			
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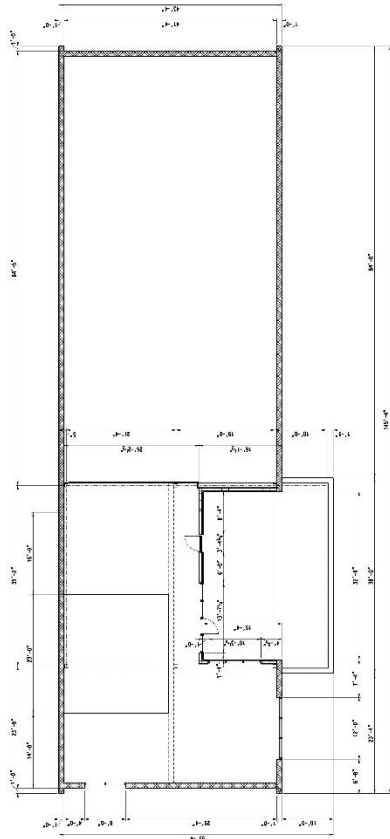
Registration Fee: \$1500
 System Fee: \$500
 Date: 10/15/2015
 Expires: 10/15/2016
 21110-0000
 1525 EQUITY DRIVE, TROY, MI 48084
 313.285.1500

GENERAL NOTES

1. REFER TO ARCHITECT'S PROJECT MANUAL FOR ALL CODES AND REGULATIONS.
2. REFER TO ARCHITECT'S PROJECT MANUAL FOR ALL CODES AND REGULATIONS.
3. REFER TO ARCHITECT'S PROJECT MANUAL FOR ALL CODES AND REGULATIONS.
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9. REFER TO ARCHITECT'S PROJECT MANUAL FOR ALL CODES AND REGULATIONS.
10. REFER TO ARCHITECT'S PROJECT MANUAL FOR ALL CODES AND REGULATIONS.

LEGEND

- 1. METAL STUD WALL WITH GYPSUM BOARD
- 2. METAL STUD WALL WITH GYPSUM BOARD
- 3. METAL STUD WALL WITH GYPSUM BOARD
- 4. METAL STUD WALL WITH GYPSUM BOARD
- 5. METAL STUD WALL WITH GYPSUM BOARD
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- 7. METAL STUD WALL WITH GYPSUM BOARD
- 8. METAL STUD WALL WITH GYPSUM BOARD
- 9. METAL STUD WALL WITH GYPSUM BOARD
- 10. METAL STUD WALL WITH GYPSUM BOARD



SECOND FLOOR PLAN
1/8" = 1'-0"

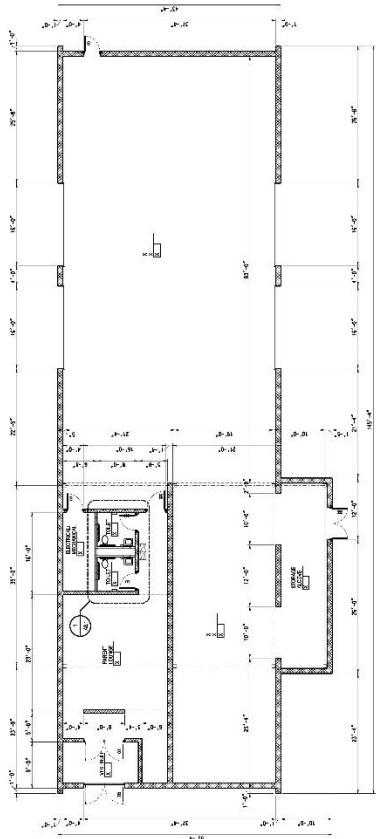
Tony Moshier
Architect



NO.	DESCRIPTION
1	1/2" Gypsum Board
2	1/2" Gypsum Board
3	1/2" Gypsum Board
4	1/2" Gypsum Board
5	1/2" Gypsum Board
6	1/2" Gypsum Board
7	1/2" Gypsum Board
8	1/2" Gypsum Board
9	1/2" Gypsum Board
10	1/2" Gypsum Board

**1st and 2nd Floor Plans
and Enlarged Plan Details**

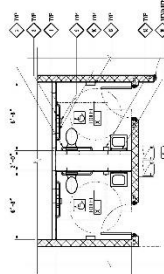
21110-1000
A2.1



FIRST FLOOR PLAN
1/8" = 1'-0"

LEGEND

- 1. METAL STUD WALL WITH GYPSUM BOARD
- 2. METAL STUD WALL WITH GYPSUM BOARD
- 3. METAL STUD WALL WITH GYPSUM BOARD
- 4. METAL STUD WALL WITH GYPSUM BOARD
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- 11. METAL STUD WALL WITH GYPSUM BOARD
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- 14. METAL STUD WALL WITH GYPSUM BOARD
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- 46. METAL STUD WALL WITH GYPSUM BOARD
- 47. METAL STUD WALL WITH GYPSUM BOARD
- 48. METAL STUD WALL WITH GYPSUM BOARD
- 49. METAL STUD WALL WITH GYPSUM BOARD
- 50. METAL STUD WALL WITH GYPSUM BOARD



ENLARGED TOILET PLAN
1/4" = 1'-0"



PROPERTY LINE

Plan View

Plan View - A
Scale - 1" = 10ft

Schedule	Label	Quantity	Canopy Number	Description	Number Luminaire	Height Foot	Light Loss Factor	Waste
	H	0	XTOR&X	CROSSOVER WALL MOUNT LED	1	3993	1	31.7
	OA	2	WSO LED P2 583 4IK	WSO LED WITH P2 PERFORMANCE PACKAGE 4000K 583 OPTIC TIRE	1	3128	0.9	29.17
	OB	3	DSN1 LED P1 4IK 13W	DSN1 LED P1 4IK 13W MOUNT	1	6764	0.9	54
	OC	2	DSN1 LED P9 4IK 15W	DSN1 LED P9 4IK 15W MOUNT	1	2845	0.9	48.2

Luminaire Locations			Location			Aim				
No.	Label	X	Y	Z	MH	Orientation	Tilt	X	Y	Z
1	OA	5023.39	4992.06	9.00	9.00	270.00	0.00	5023.39	4992.06	0.00
2	OA	5023.76	5004.04	9.00	9.00	270.00	0.00	5023.76	5004.04	0.00
1	OB	4974.15	5005.29	20.00	20.00	0.00	0.00	4974.15	5006.61	0.00
2	OB	4918.27	5019.24	20.00	20.00	180.00	0.00	4918.27	5017.92	0.00
3	OB	4792.41	4984.10	20.00	20.00	180.00	0.00	4792.41	4982.78	0.00
1	OC	4684.42	4974.80	20.00	20.00	90.00	0.00			
2	OC	4686.04	4904.33	20.00	20.00	90.00	0.00			

Statistics					
Description	Symbol	Avg	Max	Min	Max/Min Avg/Min
Walkway	+	3.1 fc	9.1 fc	0.5 fc	18.2:1 6.2:1
Warrior Parking Lot	+	2.9 fc	10.9 fc	0.2 fc	54.5:1 14.5:1

EXHIBIT D

AGREEMENT BETWEEN WARRIOR BASEBALL COMPLEX LLC AND RCMC PROPERTIES LLC FOR THE USE OF A PORTION OF GLOBAL COLLISION CENTER/LINCOLN OF TROY COLLISION CENTER

This agreement is made this 23 day of December 2021, by and between Warrior Baseball Complex LLC, a Michigan limited liability company, whose address is 1525 Equity Drive, Troy, Michigan 48084 ("WBC"), and RCMC Properties LLC, a Michigan limited liability company, whose address is 1950 W. Maple Road, Troy, Michigan 48084 ("Global Collision") for the purposes of WBC's use of Global Collision's parking lot ("Agreement").

RECITALS

- A. WBC is the fee simple owner of a certain parcel of land located in the City of Troy, Oakland County, Michigan, more particularly described on Exhibit A attached hereto and incorporated herein ("WBC's Property"). WBC's Property is used for baseball related activities.
- B. Global Collision is the fee simple owner of a certain parcel of land located in the City of Troy, Oakland County, Michigan, more particularly described on Exhibit B attached hereto and incorporated herein ("Global Collision's Property"). Global Collision's Property is used as an automotive collision center.
- C. WBC's Property provides forty-one (41) parking spots.
- D. WBC has requested to use Global Collision's Property in the event that its invitees require additional parking.
- E. WBC may use Global Collision's Property on an as needed basis for parking purposes.
- F. WBC may use up to seventy-five (75) parking spots on Global Collision's Property for an annual fee of one dollar and 00/100 (\$1.00).
- G. WBC's use of Global Collision's Property shall be limited to parking purposes only.

NOW, THEREFORE, WBC and Global Collision agree to the following terms and conditions for WB's as needed basis use of Global Collision's Property.

- 1. The above Recitals are hereby incorporated by reference.
 - 2. Use of Global Collision's Property for Parking. For consideration set forth in this Agreement, Global Collision agrees to allow WBC to use Global Collision's Property on an as needed basis for parking under the following limited terms:
 - A. WBC is permitted to use up to seventy-five (75) parking spots on Global Collision's Property (the "Parking Spots"). All federal, state and/or local laws, including traffic laws, shall be enforced against WBC and its vehicles on Global Collision's Property.
 - B. WBC's use of the Parking Spots shall be for parking purposes only. Actions by WBC and its invitees to the contrary are not permitted.
-

3. User Fee. On an annual basis, WBC shall pay Global Collision one dollar and 00/100 (\$1.00) no later than September 1 (the "Fee"). The Fee is due to Global Collision each year WBC requires the use of Global Collision's Property for the purposes stated in this Agreement.
4. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
5. Signage. WBC may place temporary signage on Global Collision's Property designating Global Collision's Property as a parking area beginning on the day of an event. If signage of this nature is placed on Global Collision's Property, then WBC shall remove the signage by the end of day.
6. Indemnification and Hold Harmless. To the fullest extent permitted by law, WBC agrees to defend, pay on behalf of, indemnify and hold harmless Global Collision, its members, employees and volunteers and others working on behalf of Global Collision against any and all claims, demands, suits, loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from Global Collision, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with WBC's use of Global Collision's Property under this Agreement.
7. Responsibility for Damage to Vehicles or Theft or Loss from Vehicles. Global Collision shall not be responsible for damage to any vehicles, or for any theft from or loss from a vehicle while that vehicle is parked on Global Collision's Property.
8. Termination of this Agreement. Global Collision may terminate this Agreement at any time for good cause upon 30 days written notice. Global Collision shall send a courtesy notice to Matthew J. Conway of WBC indicating that Global Collision is terminating this Agreement, and that WBC's use of Global Collision's Property on an as needed basis shall cease.
9. Notices. Notices required hereunder shall be in writing and shall be delivered or sent by certified mail or overnight delivery by a reputable national carrier to Matthew J. Conway, 4603 Tonawanda Avenue, Royal Oak, Michigan 48073.
10. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.
11. Exhibits. All exhibits referred to herein and attached hereto shall to shall be deemed part of this Agreement.
12. Severability. If any term, provision or condition contained in this Agreement shall to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected

thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Assignment. WBC shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Global Collision, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WARRIOR BASEBALL COMPLEX LLC,
a Michigan limited liability company,

Matthew J. Conway

By: Matthew J. Conway
Its: Managing-Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of December, 2021, by **Matthew J. Conway**, Manager of Warrior Baseball Complex LLC, a Michigan limited liability company, on behalf of said company.

Kate Hannah

Kate Hannah, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 10/05/2023

KATE HANNAH
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 5, 2023
ACTING IN COUNTY OF Oakland



RMCM PROPERTIES LLC,
a Michigan limited liability company,

Michael Sabatini

By: Michael Sabatini
Its: Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of December, 2021, by **Michael Sabatini**, Manager of RMCM Properties LLC, a Michigan limited liability company, on behalf of said company.

Carrie Nickel, Notary Public
Livingston County, Michigan
Acting in Oakland County, Michigan
My commission expires: March 27, 2023

**Drafted by and when recorded,
return to:**
Ronald A. Deneweth (P27680)
Alexander Chpi (P84544)
Deneweth, Dugan & Parfitt, P.C.
1175 W. Long Lake Road, Suite 202
Troy, MI 48098

5553.3/072221 Parking Agreement

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Troy, County of Oakland, State of Michigan, more particularly described as:

Unit 3, Unit 4 and Unit 5, of "The Business Park at Cambridge Crossings", a condominium according to the Master Deed recorded in Liber 21432 Page 305, Oakland County Records, as amended, and designated as Oakland County Condominium Subdivision Plan Number 1266, together with rights in common elements and limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Tax Parcel Nos.: 20-32-126-031 Unit 3
 20-32-126-032 Unit 4
 20-32-126-033 Unit 5

Commonly known as: 1525 Equity Drive, Troy, MI 48084

EXHIBIT B

LEGAL DESCRIPTION

Land situated in the City of Troy, County of Oakland, State of Michigan, more particularly described as:

Unit 6 of "The Business Park at Cambridge Crossings", a condominium according to the Master Deed recorded in Liber 21432 Page 305, Oakland County Records, as amended, and designated as Oakland County Condominium Subdivision Plan Number 1266, together with rights in common elements and limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Tax Parcel No.: 20-32-126-034

Commonly known as: 1735 Equity Drive, Troy, MI 48084
