

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MILFORD HILLS PROPERTIES, INC., a Michigan Corporation, 1042 North Milford Road, Ste. 103, Milford, MI 48381; and RPL of MICHIGAN, INC., a Michigan Corporation, 1042 North Milford Road, Ste. 103, Milford, MI 48381,

Plaintiffs,

vs.

Hon. D. Langford Morris
Case No.: 2017-162642-CZ

CHARTER TOWNSHIP OF MILFORD,
a Michigan charter township,

Defendant.

LAW OFFICE OF PAUL E. BURNS
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NOTICE OF TAKING DEPOSITION DUCES TECUM OF RAYMOND LEDUC

TO: Frederick Lucas
Paul E. Burns

FILED Received for Filing Oakland County Clerk 7/11/2018 2:07 PM

PLEASE TAKE NOTICE that the deposition of **RAYMOND LEDUC** will be taken on **Tuesday, August 14, 2018, at 9:00 a.m.** and continuing thereafter until completed, at the offices of O'Connor, DeGrazia, Tamm & O'Connor, P.C., 40701 Woodward Ave., Ste. 105, Bloomfield Hills, MI 48304. The deponent is required to bring with him and produce for inspection and copying at his deposition the following:

1. Articles of incorporation for Milford Hills Properties, Inc.
2. Articles of incorporation for RPL of Michigan, Inc.
3. Any and all purchase agreements and/or sales agreements for the property which is the subject of this lawsuit.
4. Any and all documents identifying Plaintiffs' interest in the property which is the subject of this lawsuit.
5. Any and all correspondence between Defendant and Plaintiffs regarding the Ridge Valley Development.
6. Any and all correspondence, documents, memorandums between Plaintiffs and the Defendant Township regarding the on-site sanitary sewer plant for the Ridge Valley Development.
7. Any and all correspondence, documents, memorandums between Plaintiffs and the Michigan Department of Environmental Quality regarding the on-site sanitary sewer plant for the Ridge Valley Development.
8. Any and all correspondence, documents, memorandums, photographs and recordings between Plaintiffs and any other entity including engineers, etc. regarding the on-site sanitary sewer plant for the Ridge Valley Development.

9. Any and all correspondence, documents, memorandums, photographs and recordings in support of Paragraph 15 of the Complaint which provides “[i]n the discussions regarding Excess Capacity, contemporaneously with the negotiation of the Capacity Agreement, it was contemplated by the parties to the Capacity Agreement that the Property would be rezoned to R-1, to permit full utilization of the Excess Capacity.”

10. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports in support of Plaintiffs’ position that the Plant has capacity to serve an additional 182 homes.

11. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports that support Plaintiffs’ claim of additional expenses in operating the Plant below capacity.

12. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports that support Plaintiffs’ claim that RO-1 and R-1-S zoning classifications are mutually inconsistent as alleged in Paragraph 31 of the Complaint.

13. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports that the property which is the subject of this lawsuit cannot be developed consistent with the RO-1 and R-1-S zoning classification.

14. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports regarding meetings between Plaintiffs and Township officials between April 27 and June 30, 2017 as alleged in Paragraph 33 of the Complaint.

15. Any and all traffic studies prepared by or on behalf of Plaintiffs addressing the Ridge Valley Development.

16. Any and all traffic studies prepared by or on behalf of Plaintiffs regarding the property which is the subject of this lawsuit.

17. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports that support Plaintiffs' claim that they were told by "Township Staff and Officials that there were 'just too many houses' in the plan" as alleged in Paragraph 43 of the Complaint.

18. Any and all natural resources analysis for the development of the property which is the subject of this lawsuit.

19. Any and all market studies regarding the development of R-1-S sized parcels within the Township and/or neighboring areas.

20. Any and all market studies regarding the development of RO-1 and/or R-1 sized parcels within the Township and/or neighboring areas.

21. Any and all documents supporting Plaintiffs' claim that they have suffered damages in an amount exceeding \$4,123,199.00 plus \$565 per day.

22. Any and all documents supporting Plaintiffs' claim that they have suffered damages in an amount exceeding \$91,000,000.00 plus \$11,000 per day pertaining to the property which is the subject of this lawsuit as alleged in Paragraph 88 of the Complaint.

23. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports that support the allegation contained in Paragraph 107 of the Complaint that "Milford falsely represented that it would rezone the Property to allow full utilization of excess capacity in the Plant."

24. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports that support the allegation contained in Paragraph 108 of the Complaint that

“Milford knew that it had no intention of rezoning the Property, or recklessly made the representation that it would do so.”

25. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports that support the allegation contained in Paragraph 113 of the Complaint that “[t]he misrepresentations were made in connection with forming a contract, namely the Capacity Agreement.”

26. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports regarding the water usage and/or sewage discharge of homes in the Ridge Valley Development.

27. Any and all correspondence, documents, memorandums, photographs, studies, and/or reports regarding the alleged “excess costs” associated with operating the sewer plant.

28. Any document that Plaintiffs plan to use as an exhibit at the time of trial.

The deposition will be taken in accordance with *MCR 2.302*. This Notice is given as provided in *MCR 2.306*.

O’CONNOR, DeGRAZIA, TAMM & O’CONNOR, P.C.

By: /S/ James E. Tamm
JAMES E. TAMM (P38154)
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Dated: July 11, 2018

CERTIFICATE OF SERVICE

I hereby certify that on July 11, 2018, I electronically filed the foregoing paper(s) with the Clerk of the Court using the TrueFiling system which will send notification of such filing to the following: *Frederick Lucas and Paul E. Burns* and I hereby certify that I have mailed by United States Postal Service the Paper(s) to the following non-TrueFiling participants: None.

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