



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

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July 7th, 2023

Honorable City Council:

RE: Petition No. x2022-364 – Innovative Acquisitions LLC, request for various encroachments within Grand River Avenue and the public alley bounded by Grand River Ave, Washington Blvd, State St., and vacated Park Pl.

Petition No. x2022-364 – Innovative Acquisitions LLC, request for various encroachments within Grand River Avenue and the public alley bounded by Grand River Ave, 60 ft. wide, Washington Blvd, 195 ft. wide, State St., 60 ft. wide, and vacated Park Pl, 60 ft. wide.

The petition was referred to the City Engineering Division – DPW for investigation and report. This is our report.

The request is being made to as part of the renovation plans for the Book Tower, 1249 Washington Blvd.

The request was approved by the Solid Waste Division – DPW, and City Engineering Division – DPW, Traffic Engineering Division

Detroit Water and Sewerage Department (DWSD) reports being involved, but they have no objection provided the DWSD encroachment provisions are followed. The DWSD provisions have been made a part of the resolution.

All other involved City Departments, including the Public Lighting Authority and Public Lighting Department; also privately owned utility companies have reported no objections to the encroachment. Provisions protecting all utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

Richard Doherty, P.E., City Engineer
City Engineering Division – DPW

/JK

Cc: Ron Brundidge, Director, DPW
Mayor's Office – City Council Liaison

COUNCIL MEMBER _____

RESOLVED, that the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to Innovative Acquisitions LLC or their assigns to install and maintain various encroachments within Grand River Avenue and the public alley bounded by Grand River Ave, 60 ft. wide, Washington Blvd, 195 ft. wide, State St., 60 ft. wide, and vacated Park Pl, 60 ft. wide., further described as: Land in the City of Detroit, Wayne County, Michigan;

- Green Wall – to be installed along the westerly side of the public alley being easterly of and adjacent to lots 59 through 61 of “Section 10 of the Governor’s and Judge’s Plan” as recorded in liber 34, Page 553 of deeds, Wayne County Records. Said ‘Green Wall’ will be constructed to hang on the east elevation of the structure located at 1118 Park Place and will extend 37 ft. above grade and encroach 2.5 ft. into the westerly part of the alley.
- Pedestrian Bridge - regarding the pre-existing pedestrian bridge (skywalk) crossing Grand River Ave connecting the structures located upon parcels commonly known as 1249 Washington Blvd and 1409 Washington Blvd. Said pedestrian bridge was constructed 36.5 ft. above grade, is 15 ft. wide, and crosses the full 60 ft. width of Grand River Ave.

PROVIDED, that if there is any cost for the removing and/or rerouting of any utility facilities, it shall be done at the expense of the petitioner and/or property owner; and be it further

PROVIDED, that access is maintained to all fire department connections, and be it further

PROVIDED, that by approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right-of-way, and at all times, DWSD, its agents or employees, shall have the right to enter upon the right-of-way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD’s facilities for maintenance, repairing, alteration, servicing or inspection caused by the encroachment shall be borne by the petitioner. All costs associated with gaining access to DWSD’s facilities, which could normally be expected had the petitioner not encroached into the right-of-way, shall be borne by DWSD; and be it further

PROVIDED, that all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours’ notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and be it further

PROVIDED, that construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner; and be it further

PROVIDED, that if DWSD facilities located within the right-of-way shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

PROVIDED, that the petitioner shall hold DWSD harmless for any damages to the encroaching device constructed or installed under this petition which may be caused by the failure of DWSD's facilities; and be it further

PROVIDED, Innovative Acquisitions LLC or their assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance of encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division – DPW prior to any public right-of-way construction; and further

PROVIDED, that the necessary permits shall be obtained from the City Engineering Division – DPW and the Buildings and Safety Engineering Department. The encroachments shall be constructed and maintained under their rules and regulations; and further

PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Innovative Acquisitions LLC or their assigns, and further

PROVIDED, that all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by Innovative Acquisitions LLC or their assigns. Should damages to utilities occur Innovative Acquisitions LLC or their assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

PROVIDED, that no other rights in the public streets, alleys or other public place shall be considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed by the City Council, and the public property affected shall be restored to a condition satisfactory to the City Engineering Division – DPW; and further

PROVIDED, that Innovative Acquisitions LLC or their assigns shall file with the Department of Public Works – City Engineering Division an indemnity agreement in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance of Innovative Acquisitions LLC or their assigns of the terms thereof. Further, Innovative Acquisitions LLC or their assigns shall agree to pay all claims, damages or expenses that may arise out of the use, repair and maintenance of the proposed encroachments; and further

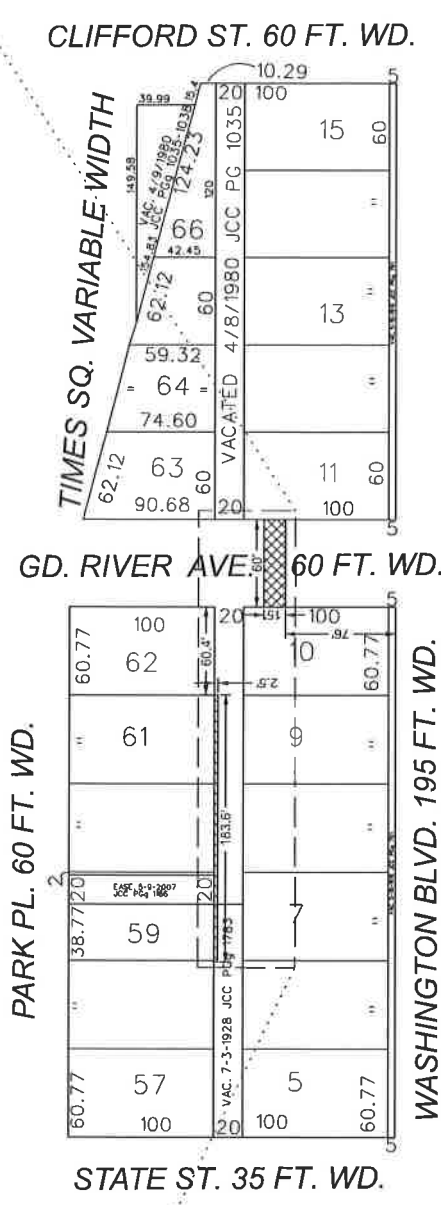
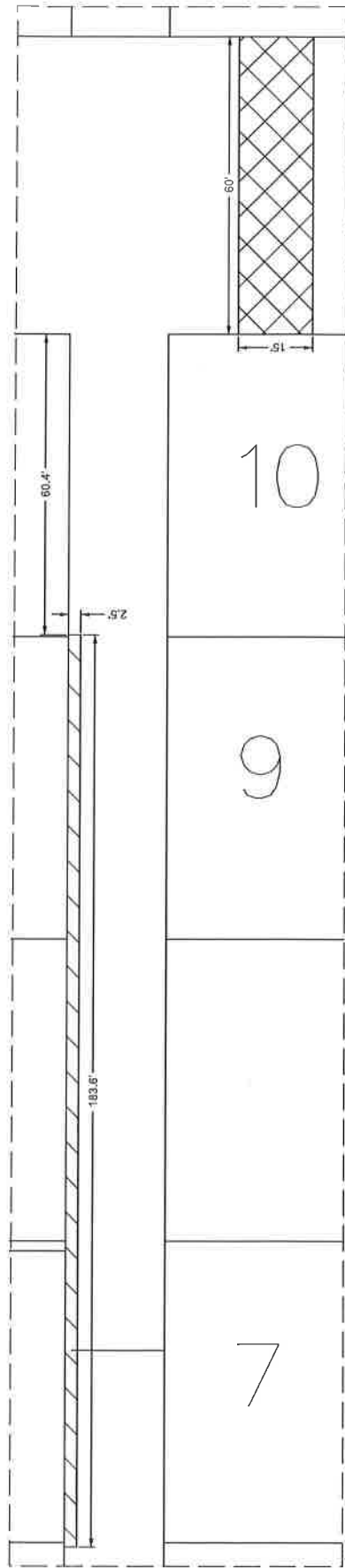
PROVIDED, that construction of the encroachments shall constitute acceptance of the terms and conditions as set forth in this resolution; and be it further

PROVIDED, this resolution is revocable at the will, whim or caprice of the City Council, and Innovative Acquisitions LLC acquires no implied or other privileges hereunder not expressly stated herein; and further

PROVIDED, that the encroachment permits shall not be assigned or transferred without the written approval of the City Council; and be it further

PROVIDED, that the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

PETITION ID MAP-22-72



- PROPOSED ART/GREEN WALL
- PROPOSED PEDESTRIAN BRIDGE

CITY OF DETROIT	
CITY ENGINEERING DIVISION	
SURVEY BUREAU	
DATE	8/24/2022
DRAWN BY	MC
CHECKED	
APPROVED	JD
REQUEST ENCROACHMENT INTO THE ABOVE GRADE R.O.W. FOR AN EXISTING PEDESTRIAN BRIDGE (EXTENDING TO 36.5' ABOVE GRADE) SPANNING GRAND RIVER AVE. AND AN ART/GREEN WALL IN THE 20' WD. ALLEY IN THE BLOCK BOUND BY GRAND RIVER AVE, PARK PL, STATE ST & WASHINGTON BLVD.	
CITY OF DETROIT	
CITY ENGINEERING DIVISION	
SURVEY BUREAU	
DATE	22-72
CARTO 28 B	

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the 8 day of March, 2023, by and between Innovative Acquisitions LLC, a Michigan limited liability company (“**Innovative**”), whose address is 630 Woodward Avenue, Detroit, Michigan 48226, and Detroit Transportation Corporation, a Michigan public body corporate (“**DTC**”), whose address is 535 Griswold Street, Suite 400, Detroit, Michigan 48226, based upon the following:

A. Innovative is the fee simple owner of certain improved real estate located in the City of Detroit, County of Wayne, State of Michigan, as more particularly described on Exhibit A attached hereto and as depicted on Exhibit A-1 attached hereto (the “**Innovative Property**”).

B. DTC is the fee simple owner of certain improved real estate located in the City of Detroit, County of Wayne, State of Michigan, as more particularly described on Exhibit B attached hereto and as depicted on Exhibit B-1 attached hereto (the “**DTC Property**”; and, together with Innovative Property, is sometimes hereinafter referred to collectively as the “**Properties**” and individually as a “**Property**”). Innovative and DTC are sometimes collectively referred to herein as the “**Owners**” and individually as an “**Owner**”.

C. DTC desires to grant to Innovative, for the benefit of the Innovative Property, a perpetual exclusive (subject to DTC’s representation and warranty in Section 2(a) below) easement over, across, on, in and to that part of the east façade of the building now or in the future located on the DTC Property and facing the Innovative Property (the “**Building**”), which easement (the “**Façade Easement**”) is approximately one hundred eighty-eight (188) feet in length (north to south) and thirty-nine (39) feet in height from the ground level, as depicted on Exhibit C attached hereto (the “**Façade Easement Area**”), for purposes of permitting Innovative to construct, install, operate, maintain, repair, remove, and replace (i) an art wall and a green wall in the locations shown on Exhibit C attached hereto, (ii) a structure to be constructed on the façade of the Building in the Façade Easement Area which will support the installation of such art wall and green wall thereon, and (iii) various conduits, rods, poles and/or other facilities which will be attached to the east façade of the Building to be connected to the west façade of the building located on Innovative

Property, which conduits, rods, poles and/or facilities will be used by Innovative to enhance the Alley as part of Innovative's contemplated improvements thereto including, but not limited to, installing certain infrastructure to accommodate and facilitate the installation and use of certain lighting fixtures as well as landscaping and other decorative improvements (collectively, the "Uses"), together with the right to access those portions of the DTC Property and the Building which are reasonably necessary to construct, install, operate, maintain, repair, remove, and replace the Façade Improvements, subject to the prior approval of DTC of any access by Innovative to any interior areas of the Building whose approval shall not be unreasonably withheld, delayed or conditioned. The items described in the foregoing (i), (ii) and (iii) are sometimes collectively referred to herein as the "Façade Improvements".

NOW, THEREFORE, in consideration for the mutual covenants hereinafter provided, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Owners hereby covenant and agree as follows:

1. **Recitals and Definitions.** The foregoing recitals are incorporated herein and made a part hereof as though more fully set forth herein. The term "Owner" as used herein shall mean and include each Owner and its respective successors and assigns. The term "Owner's Permittees" as used herein shall mean and include each Owner and such Owner's employees, agents, representatives, contractors, subcontractors, tenants, licensees, occupants, guests, permittees and invitees. The term "Innovative's Permittees" as used herein shall mean and include Innovative and Innovative's employees, agents, representatives, contractors, subcontractors, tenants, licensees, occupants, guests, permittees and invitees. The term "DTC's Permittees" as used herein shall mean and include DTC and DTC's employees, agents, representatives, contractors, subcontractors, tenants, licensees, occupants, guests, permittees and invitees. "Applicable Laws" as used herein shall mean all applicable laws, codes, ordinances, rules, regulations and permits, now existing or hereafter passed, enacted or issued applicable to DTC and the DTC Property or the Building.

2. **Grant of Façade Easement.**

a. DTC hereby grants to Innovative, for the benefit of the Innovative Property, the Façade Easement for the purposes of permitting Innovative to construct, install, operate, maintain, repair, remove, and replace, at Innovative's sole cost and expense, the Façade Improvements within the Façade Easement Area, together with the right to access those portions of the DTC Property and the Building which are reasonably necessary to construct, install, operate, maintain, repair, remove and replace the Façade Improvements within the Façade Easement Area, subject to the prior approval of DTC of any access by Innovative to any interior areas of the Building whose approval shall not be unreasonably withheld, delayed or conditioned. DTC represents and warrants to Innovative that, to the best of DTC's knowledge, no other person or entity has any rights to use the Façade Easement Area other than pursuant to recorded easements but none of which, to the best of DTC's knowledge, permit any other person or entity the right to use the Façade Easement Area for any use which would interfere with, inhibit, prohibit, hinder or prevent the Uses, and DTC shall not grant to any other person or entity any rights to use the Façade Easement Area from and after the date of this Agreement. Innovative shall construct and install the Façade Improvements in a good and workmanlike manner in material compliance with all Applicable Laws, and once

they are fully completed, Innovative shall maintain and repair the Façade Improvements in good, safe and sightly condition and a reasonable state of repair. Subject to Section 2(e) below, Innovative shall have sole right to determine the design, color, location and other characteristics of the Façade Improvements within the Façade Easement Area and may, at its sole cost and expense, later remove, modify, alter, change or replace the Façade Improvements so long as in each instance they do not exceed the horizontal or vertical limits of the Façade Easement Area. Innovative shall repair any damage that occurs to the DTC Property or the Building as a result of the installation, maintenance, operation, repair, or removal of the Façade Improvements and shall be solely responsible for any injury to person or property occurring as a result of the Façade Improvements, except to the extent caused by the gross negligence or willful misconduct of DTC or any of DTC's Permittees. Upon Innovative's removal of the Façade Improvements, Innovative shall, at its sole cost and expense, repair any damage that occurs to the DTC Property or the Building which is caused by such removal and restore the Façade Easement Area to substantially the same condition it was in prior to the installation of the Façade Improvements.

b. DTC's Permittees shall not intentionally damage, obstruct, cover, remove, replace, destroy, hinder, modify, change, inhibit or interfere with the Façade Improvements or the visibility of the Façade Improvements, except as otherwise permitted in Sections 2(c) and 2(e) of this Agreement. In the event of a default of this Section 2(b) which continues for thirty (30) days following Innovative's delivery of written notice thereof to DTC, Innovative may, in addition to all other rights and remedies provided for herein and available at law or in equity, cure such default on behalf of DTC in whatever manner is reasonably practical under the circumstances, and DTC shall reimburse Innovative on demand for the actual costs incurred by Innovative to cure such default as well as for any direct, incidental or consequential damages incurred by Innovative resulting from DTC's default of this Section 2(b).

c. DTC shall immediately notify Innovative in the event it is required by Applicable Laws or any other binding decision of a governing authority with jurisdiction over DTC Property, to alter, cover, remove, replace, modify, or interfere with any part of the Façade Easement Area, and DTC agrees to take all commercially reasonable measures and to fully cooperate with Innovative to maintain the integrity of the Façade Improvements as part of any such requirement.

d. Innovative's Permittees shall not damage, obstruct, cover, remove, replace, destroy, modify, change, interfere with, hinder or inhibit DTC's ability to access the Building and the DTC Property at its existing points of entry in any material manner, including, but not limited to, keeping the Building air vents open and unblocked at all times. To the extent permitted by (i) the City of Detroit, Michigan (the "City") or any other applicable governmental authority and (ii) Applicable Laws or otherwise to the extent that the DTC Property has any beneficial easement rights for access to the Building through the Alley for vehicles or other equipment, upon the request of DTC which shall be made with at least thirty (30) days' advance written notice to Innovative, except in the event of an emergency, Innovative shall allow and make available to DTC access to its Building through the Alley (as defined herein) and to the extent necessary, Innovative shall, at Innovative's cost, remove or relocate any of Innovative's personal property that may then be located in the Alley which would impede or interfere with DTC's ability to have access to its Building through the Alley for vehicles or other equipment. Innovative will reasonably cooperate with DTC to facilitate access to DTC's Building through the Alley for vehicles or other equipment at any other

times that DTC may reasonably request in writing to the extent then reasonably practicable. Innovative acknowledges that DTC is planning a major equipment overhaul project in the Building (the "**Project**") which involves, among other things, removing certain large substation equipment (collectively, the "**Equipment**") from the Building which removal may require continuous and daily access through the Alley as may be reasonably necessary in order to complete the Project but in no event after March 31st of the applicable calendar year that the work relating to the Project is commenced unless otherwise agreed to in writing by Innovative, which such agreement shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, Innovative shall provide DTC and DTC's Permittees with such daily access through the Alley as is reasonably necessary to remove the Equipment during DTC's performance and completion of the Project, provided, that (A) the Project shall be performed and completed between January 2nd and March 31st of the applicable calendar year that DTC desires to complete the Project (the "**Project Completion Period**") unless Innovative otherwise approves (whose approval shall not be unreasonably withheld) in writing, (B) DTC shall only have daily access through the Alley for such purpose until March 31st of the applicable calendar year that DTC desires to complete the Project unless Innovative otherwise approves (whose approval shall not be unreasonably withheld) in writing, (C) DTC shall provide Innovative with at least one hundred twenty (120) days' advance written notice of its intent to commence to undertake the Project, and (D) at all times during the course of performing and completing the Project, DTC shall use its best efforts to minimize any interference, disruption or hinderance of the normal business operations of existing tenants and any other occupants of the Innovative Property, which shall include, but not be limited to, performing any work relating to the Project after normal business hours upon the request of Innovative and coordinating with a representative of Innovative to schedule any work which may interfere with, disrupt, hinder or inhibit the normal business operations of existing tenants and any other occupants of the Innovative Property (as reasonably determined by Innovative) at times that may be least disruptive to such normal business operations of such tenants and other occupants. Notwithstanding the foregoing, if DTC determines on a commercially reasonable basis that the cost to complete the Project will materially increase solely because it has to be completed during the Project Completion Period as opposed to any other time during such calendar year, then DTC may notify Innovative in writing of the same, together with reasonably sufficient documentation, evidencing in reasonable detail the material additional incremental cost that DTC would incur in order to complete the Project during the Project Completion Period (i.e., the material additional cost that DTC would incur to complete the Project during the Project Completion Period which it would otherwise not have had to incur if the Project was completed at any other time during such calendar year). After Innovative receives such written notice from DTC, Innovative may, in Innovative's sole discretion, elect, upon written notice to DTC, to either (y) pay or reimburse DTC for such material additional incremental cost to complete the Project during the Project Completion Period or (z) approve of DTC completing the Project at such other time during such calendar year that would not require DTC to pay for such material additional incremental cost to complete the Project as agreed to by DTC and Innovative. To the extent that Innovative requires any work relating to the Project to be performed after normal business hours, Innovative will, at Innovative's cost and expense, reimburse DTC for any additional cost or expense that DTC actually incurs and pays for to perform such work after normal business hours. Innovative and DTC shall each reasonably cooperate with the other (at no material cost or expense to the other party) during the

course of the completion of the Project in order to facilitate the completion of the Project as expeditiously as reasonably possible.

e. For so long as DTC owns the DTC Property personally or another governmental authority owns the DTC Property for a public purpose, (1) the design of the Façade Improvements shall comply with Applicable Laws, including, but not limited to, the prohibition of political and religious speech, pornography, drugs, alcohol, smoking, hate speech, discrimination, or other expressions that would not be permitted by a public body or on public property and (2) all artwork to be installed in the Façade Easement Area shall be provided to DTC (or such other governmental authority) in advance of installation for confirmation that the artwork meets the standards described under the preceding subclause (1); provided, however, that DTC (or such other governmental authority) shall not unreasonably withhold, condition or delay any such confirmation and DTC's (or such other governmental authority's) failure to respond within ten (10) days after delivery of any such artwork by Innovative to DTC (or such other governmental authority) shall be deemed DTC's (or such other governmental authority's) confirmation that such artwork meets the standards described in the previous sentence. Innovative shall not be obligated to comply with the two (2) prior sentences of this Section 2(e) at any time after DTC no longer owns the DTC Property and the DTC Property is not subsequently owned by a governmental authority for a public purpose (i.e., the foregoing subclause (1) and subclause (2) shall not be binding upon Innovative at any time after DTC no longer owns the DTC Property or the DTC Property is not subsequently owned by a governmental authority for a public purpose and shall not be for the benefit of any other successors or assigns of DTC). In the event of a breach of this Section 2(e) by Innovative which continues for thirty (30) days following Innovative's receipt of written notice thereof from DTC (provided, however, that such thirty (30) day period shall be extended for a reasonable period of time if Innovative is diligently pursuing a cure of such breach upon the expiration of such thirty (30) day period, is unable to cure the breach prior to the expiration of such thirty (30) day period, and Innovative has provided evidence to DTC that it is not able to cure such breach prior to the expiration of such thirty (30) day period), then after the expiration of such thirty (30) day period, as may be extended, and Innovative's failure to cure such breach within such thirty (30) day period, as may be extended, DTC may, in addition to all other rights and remedies provided for herein, and available at law or in equity, cure such default on behalf of Innovative in whatever manner is reasonably practical under the circumstances, and Innovative shall reimburse DTC on demand for the actual costs incurred by DTC to cure such default as well as for any actual damages incurred by DTC as a result of such default by Innovative under this Section 2(e).

3. Indemnification and Insurance.

a. Innovative hereby indemnifies, defends and holds DTC harmless from any and all liabilities, damages, expenses, causes of action, suits, claims, reasonable attorneys' fees, or judgments (collectively, the "Claims") that are actually incurred by DTC arising from or in any way related to this Agreement, whether resulting in personal injury, death, or property damage occurring on or to the DTC Property, the Façade Improvements, the Façade Easement Area, or the Building, except for any Claims which are caused by the gross negligence or willful misconduct of DTC or any of its employees, agents, representatives or contractors.

b. Innovative shall maintain comprehensive commercial liability insurance, property damage and all-risk property insurance for the Façade Easement Area, the Façade Improvements, and its buildings, appurtenances and other improvements located on the Innovative Property. Such insurance shall (i) be carried with reputable companies licensed to do business in the State of Michigan, (ii) have liability limits of at least Two Million and no/100 Dollars (\$2,000,000) for each occurrence, bodily injury and property damage combined (limit may be satisfied with a combination of primary and umbrella/excess coverage), (iii) provide for full replacement value for the buildings and improvements covered thereunder, and (iv) name Detroit Transportation Corporation and any agent, contractor, mortgagee and designee of DTC (as DTC may so designate to Innovative) as an additional insured. Innovative shall request that its insurers provide to DTC a thirty (30) day notice of change, cancellation or termination of any coverage; provided, however, that the failure of such insurers to deliver any such notice shall not constitute a default by Innovative under this Agreement. From time to time upon written request of DTC, Innovative shall provide to DTC certificates of such insurance, evidencing that such insurance is in full force and effect.

4. **Drawings.** After completion of construction of the initial Façade Improvements, and upon any later modification, alteration, change, or replacement to or of the Façade Improvements in any material respect, Innovative shall provide to DTC as-built drawings certified by its engineer (as may be amended or modified) and a certification reasonably satisfactory to DTC that the structure, as built, is safe.

5. **Improvements and Maintenance of Alley.** To the extent that Innovative or any of its affiliates enters into a separate written agreement with the City which permits Innovative to maintain the public alley adjacent to the east of the Façade Easement Area (the "Alley"), Innovative shall keep and maintain or cause to be kept and maintained the Alley in the manner and condition required by such written agreement with the City. Any objects placed in or improvements made to the Alley by Innovative shall be moveable upon request by DTC to Innovative in accordance with the terms of Section 2(d) above so as not to interfere with, hinder or inhibit DTC's ability to access the Building or the DTC Property.

6. **Default and Remedies.** In the event of a breach or threatened breach by either Owner of any of the terms, covenants, restrictions or conditions hereof, the non-breaching Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance and reasonable attorneys' fees. It is expressly agreed that no breach of this Agreement shall (a) entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, or (b) defeat or render invalid the lien of any mortgage made in good faith and for value as to any part of any Property; however, such limitation shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.

7. **Certain Rights Reserved by Owners.** So long as the following actions do not interfere with the easements and other rights of the Owners under this Agreement, each Owner reserves the right at any time and from time to time to make improvements to its Property or modifications or alterations to any of the improvements on its Property including, but not limited to, additions to, subtractions from, rearrangements of, demolition of, alterations of, modifications of, renovations

and refurbishments of, or supplements to the buildings, walkways, parking areas, driveways, curb cuts, or other areas on its Property. As between the Owners, Innovative shall retain all right, title and interest in and to the Façade Improvements and any intellectual property rights associated with the Façade Improvements.

8. Estoppel Certificates. At the request of either Owner, the other Owner shall execute and deliver, within twenty (20) days of its receipt of a written request, an estoppel certificate addressed as requested stating that to the executing party's actual knowledge (a) this Agreement is in full force and effect, whether this Agreement is in full force and effect or if there have been modifications, that it is in full force and effect as modified in the manner specified in such estoppel certificate, (b) there is no default under this Agreement, or if there is any default, the extent and nature thereof, (c) this Agreement has not been modified or amended in any way, or if it has been modified or amended, the subject matter and dates of any such modifications or amendments, and (d) such other information as such requesting party may reasonably require. Such estoppel certificate may be relied upon by the party to whom it is addressed and its mortgagees, successors, and assigns.

9. Run With the Land.

a. Unless deemed abandoned in accordance with the provisions of Section 9(b), this Agreement shall be effective as of the date first above written and shall continue in perpetuity until such time as all of the Owners agree in a written and recorded instrument to terminate this Agreement; however, if Applicable Laws prohibit the effectiveness of this Agreement in perpetuity, then this Agreement shall continue in full force and effect until the date that is one day prior to the latest permitted date of effectiveness under Applicable Laws. The terms, easements, covenants and conditions contained in this Agreement shall run with the land which is benefited and burdened therewith and the same shall be binding upon and inure to the benefit of the successors and assigns of all or any portion of the Innovative Property and the DTC Property. As such, Innovative and DTC and each grantee of all or any portion of either Property shall be deemed by the acceptance of the conveyance of the same and the possession thereof to be subject to all terms, restrictions, covenants and easements contained herein, and to have assumed all obligations relating thereto.

b. Upon (i) the substantial removal of the Façade Improvements by Innovative for a period of twelve (12) consecutive months or more, and (ii) the failure of Innovative to affirm its intent to continue to use the Façade Easement within thirty (30) days after Innovative's receipt of written notice from DTC, notifying Innovative that DTC believes that the Façade Easement has been abandoned by Innovative, provided, that if Innovative fails to affirm its intent to continue to use the Façade Easement to DTC within such thirty (30) day period, DTC shall provide to Innovative a second additional written notice, notifying Innovative that DTC believes that the Façade Easement has been abandoned by Innovative, and if Innovative fails to affirm its intent to continue to use the Façade Easement within such additional thirty (30) day period after Innovative's receipt of such second additional written notice from DTC, then the Façade Easement shall conclusively be deemed "abandoned" by Innovative hereunder; in which event, this Agreement shall terminate and either party may record a written acknowledgment of the termination of this Agreement with the Wayne County, Michigan Register of Deeds as a result of such deemed abandonment of the Façade Easement by Innovative under this Agreement.

10. **Compliance with Applicable Laws.** Each Owner shall be obligated to comply with the terms and conditions of this Agreement, all Applicable Laws and any instrument binding upon its Property. Each Owner shall be responsible for causing its respective tenants, licensees and occupants to comply with the terms of this Agreement.

11. **Limitation of Liability; Transfers of Properties.** The liability of each Owner under this Agreement shall be strictly limited to each such Owner only and not any of Owner's direct or indirect members, partners, shareholders, managers, officers, directors or employees. In the event of any transfer or transfers of an Owner's interest in a Property (or portion thereof), the transferor shall be automatically relieved of any and all obligations under this Agreement with respect to such Property (or portion thereof) on the part of such Owner arising from and after the date of such transfer, but such transferor shall remain liable for all prior obligations arising or accruing prior to the date of such transfer.

12. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Laws.

13. **No Waiver.** The failure to enforce any of the restrictions or easements herein contained shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions or easements.

14. **Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of either Property or any easement to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement is for the exclusive benefit of each Owner and Property, and that nothing in this Agreement, express or implied, shall confer upon any person, other than such Owners, any rights or remedies under or by reason of this Agreement.

15. **Amendment.** This Agreement may be amended from time to time, or terminated, only upon the proper execution, acknowledgment and recording of a written instrument by the Owners of each Property.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. In the event any legal proceedings are brought in connection with this Agreement, the venue therefor shall be only the state court located in Wayne County, Michigan, or the U.S. District Court for the Eastern District of Michigan, and the courts to which an appeal therefrom may be taken.

17. **Headings.** The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

18. **No Partnership.** Nothing in this Agreement shall be construed to make the Owners partners or joint venturers or render any of such Owners liable for the debts or obligations of the others.

19. Notices. All notices, demands and requests required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the Owners at the addresses shown below, and shall be deemed received (a) one (1) business day after having been deposited with a nationally recognized overnight courier service, sent for and guaranteeing next business day delivery, all charges prepaid, (b) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (c) upon sending, if sent by email:

If to Innovative:

Innovative Acquisitions LLC
c/o Bedrock Management Services LLC
630 Woodward Avenue
Detroit, Michigan 48226
Attn: CEO
Email: BedrockExec@bedrockdetroit.com

With a copy to:

Innovative Acquisitions LLC
c/o Bedrock Management Services LLC
630 Woodward Avenue
Detroit, Michigan 48226
Attn: General Counsel
Email: legalnotices@bedrockdetroit.com

Honigman LLP
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226
Attn: David J. Jacob, Esq.
Email: djacob@honigman.com

If to DTC:

Detroit Transportation Corporation
535 Griswold Street
Suite 400
Detroit, Michigan 48226
Attn: Robert Cramer
Email: RCramer@thepeoplemover.com

With a copy to:

Detroit Transportation Corporation
535 Griswold Street
Suite 400
Detroit, Michigan 48226
Attn: General Manager's Office
Email: mpitchford@thepeoplemover.com

Cooper & Riesterer, PLC
7900 Grand River Road
Brighton, Michigan 48114

Attn: Abby Cooper
Email: abby@crlaw.biz

Upon at least ten (10) days' prior written notice to the other Owner, each Owner shall have the right to change any of its contact information above, including a new email and a new physical address provided the new physical address is one within the United States of America.

20. **Reimbursement of Attorneys' Fees.** Promptly upon DTC's request, Innovative will reimburse DTC for all of its reasonable and documented attorneys' fees that DTC reasonably incurs in connection with the negotiation and documentation of the terms of this Agreement.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON NEXT PAGES.]***

IN WITNESS WHEREOF, this Easement Agreement has been duly executed by each of the parties hereto, with all due authority, to be effective as of the date first above written.

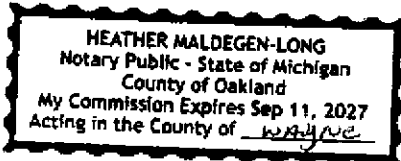
INNOVATIVE:

INNOVATIVE ACQUISITIONS LLC,
a Michigan limited liability company

By: [Signature]
Name: Kofi Bonner
Title: Authorized Representative

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 7th day of MARCH, 2023, by Kofi Bonner, the Authorized Representative of Innovative Acquisitions LLC, a Michigan limited liability company, on behalf of such limited liability company.



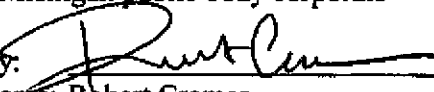
[Signature]
Printed Name: Heather Maldegen-Long
Notary Public, OAKLAND County
State of MICHIGAN
My Commission Expires: 9-11-2027
Acting in: Wayne County

[SIGNATURES CONTINUED ON NEXT PAGE.]

IN WITNESS WHEREOF, this Easement Agreement has been duly executed by each of the parties hereto, with all due authority, to be effective as of the date first above written.

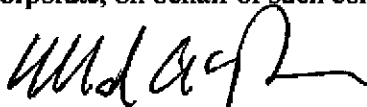
DTC:

DETROIT TRANSPORTATION CORPORATION,
a Michigan public body corporate

By: 
Name: Robert Cramer
Title: GENERAL MANAGER

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 8th day of MARCH, 2023, by Robert Cramer, the General Manager of Detroit Transportation Corporation, a Michigan public body corporate, on behalf of such corporation.


Printed Name: MARK A. PIZZITONI
Notary Public, OAKLAND County
State of MICHIGAN
My Commission Expires: MARCH 10, 2023
ACTING IN WAYNE COUNTY

This instrument prepared by and when recorded return to:

David J. Jacob, Esq.
Honigman LLP
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226

EXHIBIT A

LEGAL DESCRIPTION OF THE INNOVATIVE PROPERTY

Land situated in the City of Detroit, County of Wayne in the State of Michigan and described further as:

LOTS 7 THROUGH 10 INCLUSIVE OF THE PLAT OF SECTION 10 OF GOVERNOR & JUDGES PLAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 34, PAGE 553 OF DEEDS, WAYNE COUNTY RECORDS ALSO ALL THE REVERSIONARY INTEREST IN THE SOUTH 38.77 FEET OF THE EAST 10 FEET OF THE VACATED ALLEY IN THE REAR OF LOT 7 ALSO THE WEST 5 FEET OF VACATED WASHINGTON BOULEVARD ADJACENT TO LOTS 7 THROUGH 10, CITY OF DETROIT WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE (60 FEET WIDE) AND THE WESTERLY RIGHT OF WAY LINE OF WASHINGTON BOULEVARD (195 FEET WIDE); THENCE S.00°12'43"E., 244.02 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE S.89°47'45"W., 115.00 FEET TO A POINT ON THE CENTERLINE OF A PUBLIC ALLEY (20 FT WIDE); THENCE ALONG SAID CENTERLINE, N.00°12'43"W., 39.00 FEET; THENCE N.89°47'45"E., 10.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID ALLEY; THENCE N.00°12'43"W., 205.03 FEET ALONG SAID EASTERLY LINE TO THE SOUTHERLY LINE OF SAID GRAND RIVER AVENUE; THENCE N.89°47'45"E., 105.00 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.597 ACRES.

Commonly known as: 1265 Washington Blvd., Detroit, Michigan 48226
1249 Washington Blvd., Detroit, Michigan 48226

PINs: 02000298-9

EXHIBIT A-1

DEPICTION OF THE INNOVATIVE PROPERTY

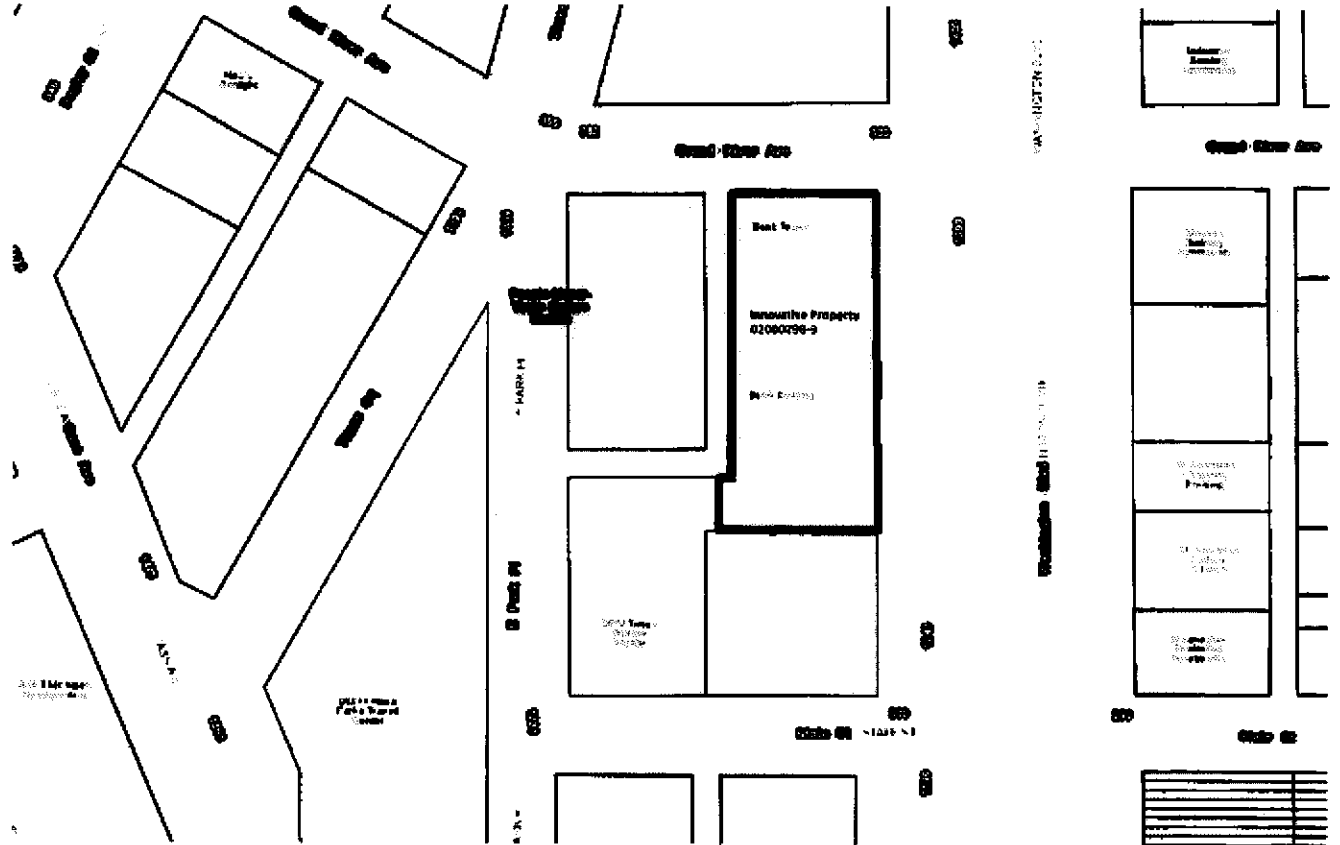


EXHIBIT B

LEGAL DESCRIPTION OF THE DTC PROPERTY

Land situated in the City of Detroit, County of Wayne in the State of Michigan and described further as:

**E PARK PLACE N 2FT 59 60 THRU 62 PLAT OF SEC 10 GOVERNOR & JUDGES PLAN
L34 P553 DEEDS WCR 2/2 184.31X100**

Commonly known as: 1118 Park Place, Detroit, Michigan 48226

PIN: 020003059

EXHIBIT B-1

DEPICTION OF THE DTC PROPERTY

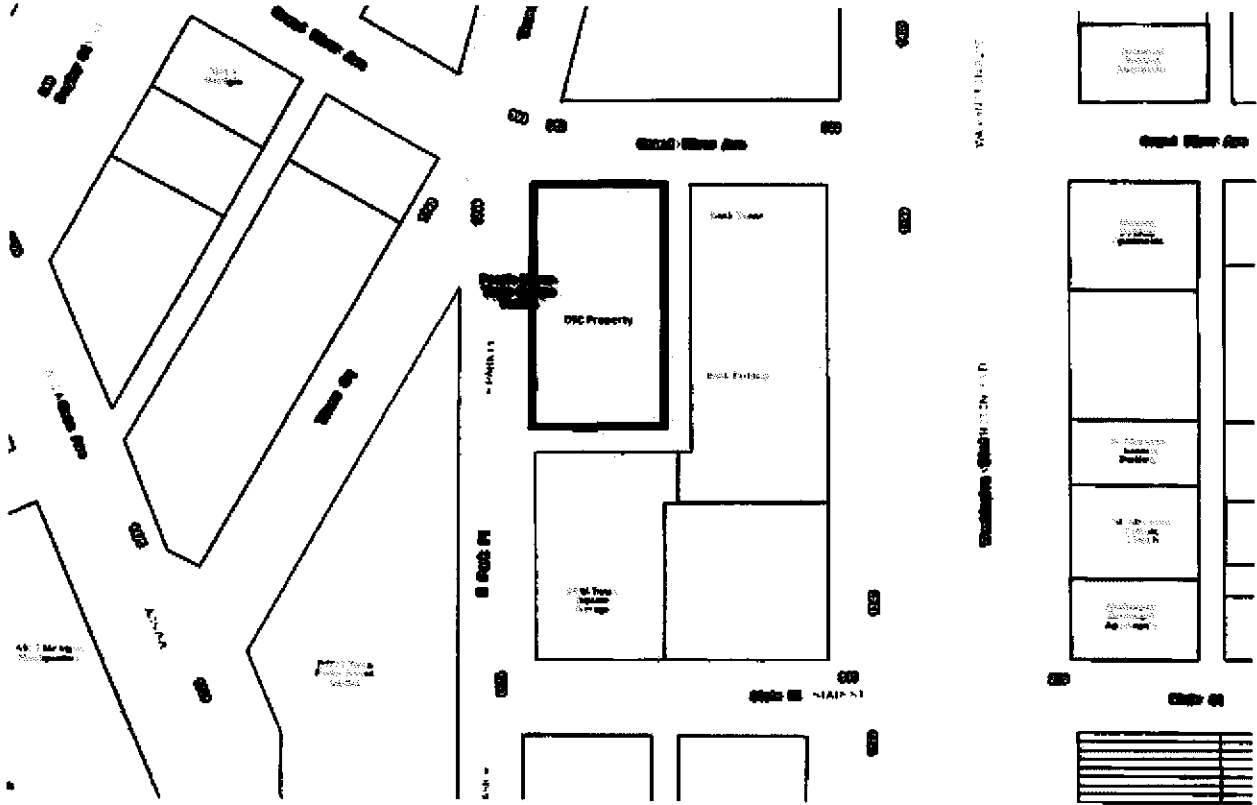
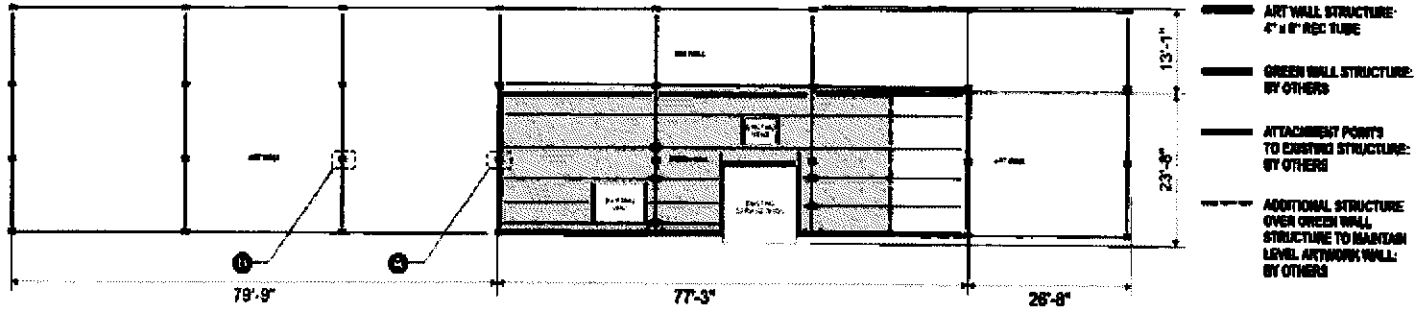
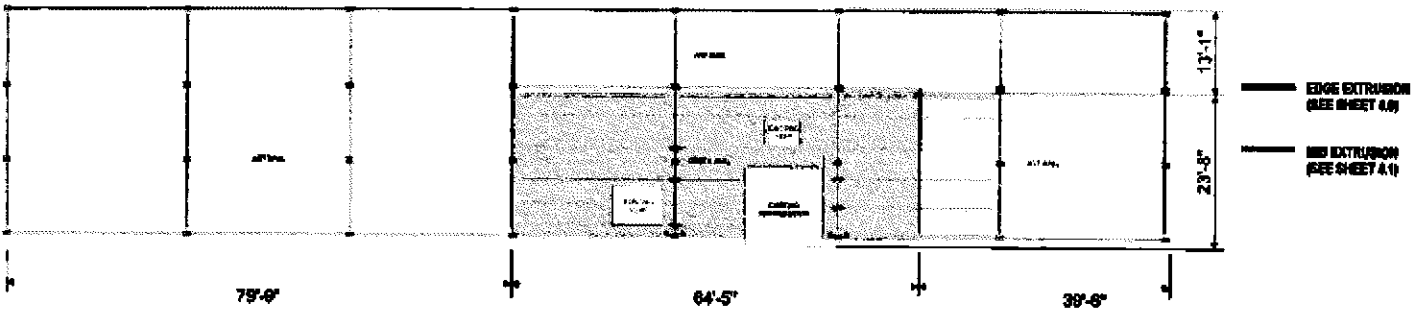


EXHIBIT C

FAÇADE EASEMENT AREA



Elevation - Structure



Elevation - Clip System Extrusion Type

91199583

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (hereinafter this "Agreement") is made as of March 1, 1991, by and between BOOK TOWER PROPERTIES, a Michigan limited partnership ("Book Tower"), whose address is 2800 Book Tower, Detroit, Michigan 48226; and the CITY OF DETROIT DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan public authority and body corporate organized and existing under Act No. 197 Public Laws of Michigan of 1975, as amended ("DDA"), whose address is 150 West Jefferson, Suite 1500, Detroit, Michigan 482 5.

RECITALS:

This Agreement is based upon the following recitals:

A. Book Tower is the owner of certain land located in the City of Detroit, County of Wayne, State of Michigan, more particularly described on Exhibit A hereto (the "Tower") which is an office complex.

B. The DDA owns a parking garage, to the north of and across Grand River from the Tower (the "Garage"), along with certain real property located in the City of Detroit, County of Wayne, State of Michigan, adjacent to the Garage (the "Premises") more particularly described on Exhibit B attached hereto.

C. Book Tower has constructed an elevated enclosed pedestrian walkway (the "Skywalk") connecting the Tower to the Garage in order to provide the public and tenants of the Tower

91199583

91 NOV 12 11:21 AM
FOREST E. JOHNSBLOOM
REGISTER OF DEEDS
WAYNE COUNTY, MI

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FOREST E. JOHNSBLOOM
REGISTER OF DEEDS
WAYNE COUNTY, MI

D
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V

improved access to the Garage, as shown on Exhibit C, pursuant to the easement granted by the Michigan Department of Transportation and attached hereto as Exhibit D.

D. It is hoped that the construction of the Skywalk will increase use of the Garage, and will otherwise benefit the City of Detroit and the DDA. Accordingly, DDA and Book Tower have agreed to take certain steps to achieve these mutually beneficial results. DDA has agreed to permit Book Tower to use a portion of the undeveloped airspace in the Premises for foundation and footings as shown in Exhibit C and has agreed to permit the Book Tower to connect the Skywalk to the Garage upon the terms and conditions hereinafter set forth (the plane of connection between the Skywalk and the Garage is hereinafter referred to as the "Connection" and is shown on Exhibit C), and to permit the use of the Connection and the Skywalk by Book Tower and its respective agents, employees, tenants, guests, licensees and invitees. The DDA and Book Tower have also agreed to enter into an Operations Agreement relating to the day to day operations of the Skywalk.

NOW, THEREFORE, in consideration of the foregoing, it is hereby agreed:

I.

GRANT OF EASEMENT

1.01 Grant of Easements. DDA hereby grants to Book Tower, its successors and assigns, perpetual, non-exclusive easements and rights of use in common solely with Grantor, its successors and assigns, employees, agents, independent contractors,

licensees, guests and invitees, as well as Grantor's tenants and their employees, agents, independent contractors, licensees, guests and invitees:

- (a) in, above and to the Premises, including structures, improvements and amenities in and above the Premises, including such support columns, beams, walls or other means of support as shall be necessary or advisable for sound design and construction, and to exclusively have all rights and benefits from and control over said structures, amenities and improvements, subject to the terms and conditions set forth herein;
- (b) in and to the Premises, for the purpose of pedestrian ingress and egress, passage over, along, through and across the Premises, subject to the terms and conditions set forth herein;
- (c) in and to the Premises, for the purpose of maintaining and repairing columns, brackets, footings, foundations, beams and other structural components for the surface, subsurface and lateral support of any structure constructed in the Premises, subject to the terms and conditions set forth herein.

1.02 Permanent Easement for Use, Maintenance and Repair.

DDA hereby grants to Book Tower, for the benefit of the Tower and for the use of Book Tower, its contractors, employees and agents,

a perpetual easement and right of way into such portions of the Garage as may reasonably be required to enable Book Tower, its contractors, employees and agents, to repair, replace, alter, maintain and/or remove the Skywalk and its Connection to the Garage and to enter into the Garage with workmen, materials and equipment to the extent necessary to effect such repair, replacement, maintenance, alteration or removal, subject to the provisions of Section 9.14 hereof. The easement herein granted shall continue so long as the Book Tower has maintained the necessary easements, leases and other rights of way for operation of the Skywalk, so long as the Skywalk shall continue to be used on a regular basis, or during any temporary period of inspection, maintenance or repair that would preclude such use and so long as the Connection remains in the location described in this Agreement (including, but not limited to, any rebuilding of the Skywalk pursuant to Section 4.01 hereof). In the use of the easement granted hereunder, Book Tower shall take reasonable and prudent steps and Book Tower shall consult and cooperate with DDA to avoid unreasonable interference with the use by DDA of the Garage. The right to enter granted Book Tower under this Section is conditioned upon, except in emergency situations, Book Tower providing DDA with seventy two (72) hours written notice of the proposed entry. If an emergency necessitates entry without notice, Book Tower shall advise the DDA, of the problem within twenty four (24) hours after entry is made. In the event Book Tower, its employees, agents and/or contractors shall, in the use of the easement granted hereunder, cause any

damage to the Garage, Book Tower shall, at its sole cost, cause such damaged property or improvements to be expeditiously repaired or replaced to the condition which existed prior to such damage or destruction, as reasonably determined by DDA.

1.03 Easement for Ingress and Egress. DDA hereby grants to Book Tower, for the benefit of the Tower, its tenants, agents, employees, licensees, invitees, customers and guests, the non-exclusive right to enter upon and use the Garage, for entering and exiting from the Skywalk and the Connection, at any time during the hours the Garage is open for use by the public generally, and upon the same terms that the public generally is permitted access. Such easement shall commence on the date of this Agreement and shall continue so long as the Skywalk shall continue to be used on a regular basis, or during any temporary period of inspection, maintenance or repair that would preclude such use, so long as the Book Tower has maintained the necessary easements, leases and other rights of way for operation of the Skywalk, and so long as the Connection remains in the location described in this Agreement. DDA shall have the right to preclude the exercise of the easement rights granted herein for such temporary periods as determined by DDA to be necessary to prevent access by unauthorized persons to the Garage when the Garage is closed to the public.

REPAIR, REPLACEMENT AND MAINTENANCE

2.01 Alteration or Demolition of Skywalk. Book Tower may at any time, in the exercise of its sole discretion, demolish, alter, improve or relocate the Skywalk, subject to the provisions of Section 9.14 hereof; provided, however, that should it demolish the Skywalk or breach the Agreement, it shall restore the Garage in the area of the Connection to the same condition that it was in prior to the construction of the Skywalk, reasonable wear and tear excepted, unless such demolition or removal shall be occasioned by demolition or abandonment of the Garage.

III.

INSURANCE AND INDEMNIFICATION

3.01 Insurance Requirements. Book Tower shall procure and maintain comprehensive public liability insurance in minimum amounts of \$1,000,000 for bodily injury or death per occurrence and property damage insurance in the amount of \$1,000,000 per occurrence with respect to the Skywalk and the Connection, naming DDA as additional insured with respect to the operation, maintenance and use of the Connection and Book Tower's use of the easements granted herein. All policies required hereunder shall be written with insurance companies licensed to do business in the State of Michigan, and any policies on which DDA is named as an additional insured shall provide that said additional insured shall be notified in writing by the insurance carrier at least thirty (30) days prior to any cancellation, modification or amendment of

said policies. Certificates evidencing all required insurance policies shall be delivered to DDA prior to execution of this Agreement. Copies of those policies on which DDA is named as an additional insured shall be delivered to DDA as soon as the same are reasonably available.

3.02 Indemnity. Except to the extent such claims or actions result solely from the negligent actions or willful misconduct or omissions of DDA, Book Tower hereby agrees to indemnify, defend and hold harmless the Authority and the City and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from its performance or failure to properly perform its obligations, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, personal injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission, or intentional act of the Book Tower, any Contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder from any loss arising from the use of the easement in general.

IV.

DAMAGE OR DESTRUCTION; CONDEMNATION

4.01 Damage or Destruction. In the event the Skywalk or the Connection shall be damaged or destroyed by fire or other casualty, Book Tower may, if it so chooses, in its reasonable discretion, cause the same to be repaired and restored to the condition which existed prior to such damage or destruction. In the event Book Tower elects not to restore the Skywalk and the Connection, it shall expeditiously restore the Garage in the area of the Connection to the condition which existed prior to the construction of the Skywalk and the Connection, unless the Garage shall be demolished or abandoned.

4.02 Condemnation. Book Tower shall also have the exclusive right to file a claim for the value of the Skywalk structure in the event of a taking (by condemnation or otherwise) of the Skywalk. If such taking shall preclude the use of the Skywalk as an elevated enclosed pedestrian walkway between the structures owned by the parties hereto, Book Tower shall have all of the rights set forth in Section 2.01 hereof, including the right to cause the remainder of the Skywalk to be demolished. Book Tower shall be obligated at its sole cost and expense to seal any openings in the walls of the Garage or the Tower resulting from the demolition of the Skywalk due to condemnation.

V.

REAL ESTATE AND OTHER TAXES

5.01 Real Estate Taxes. All real estate taxes payable with respect to the Skywalk and the easement rights for the use of the Skywalk shall be assessed to, and shall be paid by, Book Tower.

VI.

HOURS OF OPERATION; SECURITY

6.01 Hours of Operation. The Skywalk shall be available for use during such hours of operation as Book Tower, in its sole discretion, may deem necessary to provide for the needs of Book Tower, subject to the provisions of Section 9.14 hereof. During the hours when the Skywalk is unavailable for use, Book Tower may secure it from entry by locked doors at the Connection to the Skywalk or at such other place (or places) as it deems appropriate. Book Tower shall post the Garage hours of operation at or near the entrance to the Skywalk for the benefit of the public and tenants of the Tower who use the Garage.

6.02 Security. With respect to the Skywalk, Book Tower shall be responsible for the implementation of any security program that it may, at its option, decide to implement. Regarding the Connection, Book Tower shall provide such security as is mutually agreed upon between Book Tower and DDA. The cost of implementation of any security program shall be the sole responsibility of Book Tower.

CESSATION OF USE; DEMOLITION

7.01 Cessation of Use. In the event the Tower ceases to operate as an office complex, or the Garage is permanently closed to public access, or if the Garage is abandoned, Book Tower may in its reasonable discretion cause said Skywalk to be demolished, or take such other steps to prevent its use as it deems appropriate.

VIII.

DEFAULT; REMEDIES

8.01 Default. In the event of default by a party hereto, the party affected by such default shall give the party in default written notice of such default and the party receiving such notice of default shall have a period of thirty (30) days from the date of the notice to cure the same. Provided, however, if any default be of such a nature as to require more than thirty (30) days to cure, the party receiving notice of such default shall have such additional reasonable period of time as may be necessary to cure such default, provided that such party shall have commenced to cure such default within the aforesaid thirty (30) day period and shall thereafter continue to cure such default with reasonable diligence until such default has been cured.

8.02 Remedies for Defaults. In the event of any default which is not cured within the time permitted in Section 8.01 above, the party not in default shall have the right to cure such default on behalf of the defaulting party and if curing such default shall require the expenditure of money, the party curing such default

shall be entitled to repayment of such sums from the defaulting party together with interest on the amount expended at the rate of fifteen (15%) percent per annum (or the highest legal rate of interest which may be charged, if less) from the time of expenditure of funds by the nondefaulting party to the time of repayment by the defaulting party.

In the event the nature of the default hereunder is such that it cannot be cured by the payment of money and is a continuing default, the party affected by such default may apply to any court of competent jurisdiction for any appropriate relief, including specific performance and injunctive relief.

IX.

MISCELLANEOUS

9.01 Duration of Agreement. This Agreement shall continue in full force and effect so long as the Skywalk shall continue to exist as located and described in this Agreement (including, but not limited to, any rebuilding of the Skywalk pursuant to Section 4.01 hereof). This Agreement may be terminated only by the written agreement of the parties hereto or their successors and assigns. In the event of the termination of the easements and covenants contained herein either by agreement of the parties or upon the demolition of the Skywalk, the parties hereto shall acknowledge the termination of such easements and covenants by executing a document in recordable form which document shall at the earliest possible

opportunity be recorded with the Register of Deeds for Wayne County, Michigan.

9.02 Nature of Easements and Covenants. All of the easements contained in this Agreement shall be easements and covenants running with the land described on Exhibits A and B attached hereto and shall be a charge and burden upon the Garage for the benefit of the other parties hereto and all persons holding under and through them and their successors and assigns.

9.03 Parties Entitled to Enforce. Notwithstanding anything contained in this Agreement to the contrary, the only parties who shall be entitled to enforce this Agreement and the easements and covenants contained herein shall be the owners from time to time of the property described on Exhibits A and B attached hereto or any part thereof and their respective mortgagees.

9.04 Amendments. This Agreement may be amended only by an agreement in writing signed by the parties hereto or their respective successors and assigns with respect to the property described on Exhibits A and B attached hereto. If, and only if, a party hereto has mortgaged or assigned its rights hereunder to a mortgagee of the parcel owned by it as additional collateral for the repayment of such mortgagee's mortgage loan, any amendment executed in connection with preceding sentence after such mortgage shall be granted shall not be binding upon such mortgagee unless such mortgagee has consented thereto in writing.

9.05 Partial Invalidity. In the event any of the easements, restrictions or covenants contained herein shall be deemed invalid by judgment, court order or otherwise, such invalidity shall in no way affect any of the other easements, restrictions, or covenants contained herein, which easements, restrictions, and covenants shall remain in full force and effect.

9.06 Construction. This Agreement shall be governed by the laws of the State of Michigan. This Agreement and every part hereof shall, in all cases, be construed in whole according to its fair meaning and intent, and no rule of strict construction shall be applicable to any part at any time. Except where the context does not permit, any successor in interest of any party hereof shall be included (whether expressly named or not) in every reference in this Agreement to such party as fully as though expressly named and shall have the benefit of and be bound by all of the terms of this Agreement.

9.07 No Merger. In the event title to the parcels of land described on Exhibits A and B attached hereto shall be or become vested in any single person or entity, the easements and conveyances contained herein shall not merge by operation of law but shall remain fully binding upon such owners for the benefit of all parties herein above named as to be entitled to enforce the same.

9.08 Notices. Whenever notice is required to be given hereunder by one party to the other, such notice shall be sufficient if the same is in writing personally delivered or mailed by certified mail to such party at its address set forth below, return receipt requested with postage prepaid, or to such other address as shall be established from time to time by means of notice given in accordance with this Section.

If to Book Tower:

Book Tower Properties
 2800 Book Tower
 Detroit, Michigan 48226
Attention: Mr. Charles F. Pardon, Director
 of Properties

With a Copy to:

Dickinson, Wright, Moon, VanDusen & Freeman
 800 First National Building
 Detroit, Michigan 48226
Attention: James N. Candler, Jr., Esquire

If to DDA:

City of Detroit Downtown Development Authority
 150 West Jefferson
 Suite 1500
 Detroit, Michigan 48226
Attention: Mr. Romeo Betea, Project Coordinator

With a copy to:

Lewis, White and Clay
 A Professional Corporation
 1300 First National Building
 Detroit, Michigan 48226
Attention: Frank E. Barbee, Esquire

9.09 Ownership. The parties acknowledge that ownership of the Skywalk is vested solely in Book Tower.

9.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9.11 Paragraph Headings. The paragraph headings herein are for convenience and reference only and in no way define the scope or content of this Agreement or in any way affect its provisions.

9.12 Estoppel Certificate. At the request of any party, the other party shall execute and deliver within thirty (30) days an estoppel certificate addressed as requested stating that: (i) this Agreement is in full force and effect and has not been modified or amended or, if it has been modified or amended, the dates of any such modifications or amendments; and (ii) such other information as such requesting party may reasonably require.

9.13 Waste. Book Tower shall not willfully commit or suffer to be committed any waste upon the easement areas specified herein or allow any act to occur in the easement areas which would constitute nuisance, as the term is defined by the laws of the State of Michigan.

9.14 Exhibit List.

- Exhibit A: Legal Description of Tower Property;
- Exhibit B: Legal Description of Garage and Premises;
- Exhibit C: Drawings of Skywalk, and
- Exhibit D: Easement granted to Book Tower Properties by the Michigan Department of Transportation.

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

WITNESSES:

BOOK TOWER PROPERTIES,
a Michigan limited partnership

Deborah Ferszt
DEBORAH FERSZT
James N. Candler
JAMES N. CANDLER

By: Charles F. Pardon
CHARLES F. PARDON

Its: Director of Properties

CITY OF DETROIT DOWNTOWN
DEVELOPMENT AUTHORITY,
a Michigan municipal authority

Rosa L. McNamee
ROSA L. MCNAMEE
Judy A. Carmona
JUDY A. CARMONA

By: Coleman A. Young
COLEMAN A. YOUNG
Its: Chairman

Rosa L. McNamee
ROSA L. MCNAMEE
Judy A. Carmona
JUDY A. CARMONA

By: Bella I. Marshall
BELLA I. MARSHALL
Its: Secretary/Treasurer

APPROVED by the City of Detroit
Downtown Development Authority
Board of Directors on:

APPROVED AS TO FORM:

October 18, 1991

Lewis, White & Clay
LEWIS, WHITE & CLAY
A Professional Corporation

STATE OF MICHIGAN)
)
COUNTY OF WAYNE) ss.

The foregoing instrument was acknowledged before me this 21st day of August, 1991, by CHARLES F. PARDON, the Director of Properties for BOOK TOWER PROPERTIES, a Michigan limited partnership on behalf of said limited partnership.

DEBORAH ROSE FERSZT
Notary Public, Wayne County, MI
My Commission Expires Feb. 9, 1992

NOTARY PUBLIC, Wayne County, Michigan
My Commission Expires: 2-9-92

STATE OF MICHIGAN)
)
COUNTY OF WAYNE) ss.

The foregoing instrument was acknowledged before me this 28th day of October, 1991, by COLEMAN A. YOUNG and BELLA I. MARSHALL, the Chairman and Secretary/Treasurer, respectively, for CITY OF DETROIT DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan public authority and body corporate.

Wilhemenia Summers

DRAFTED BY

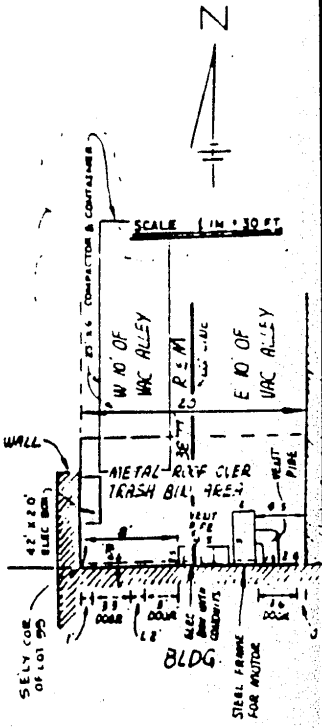
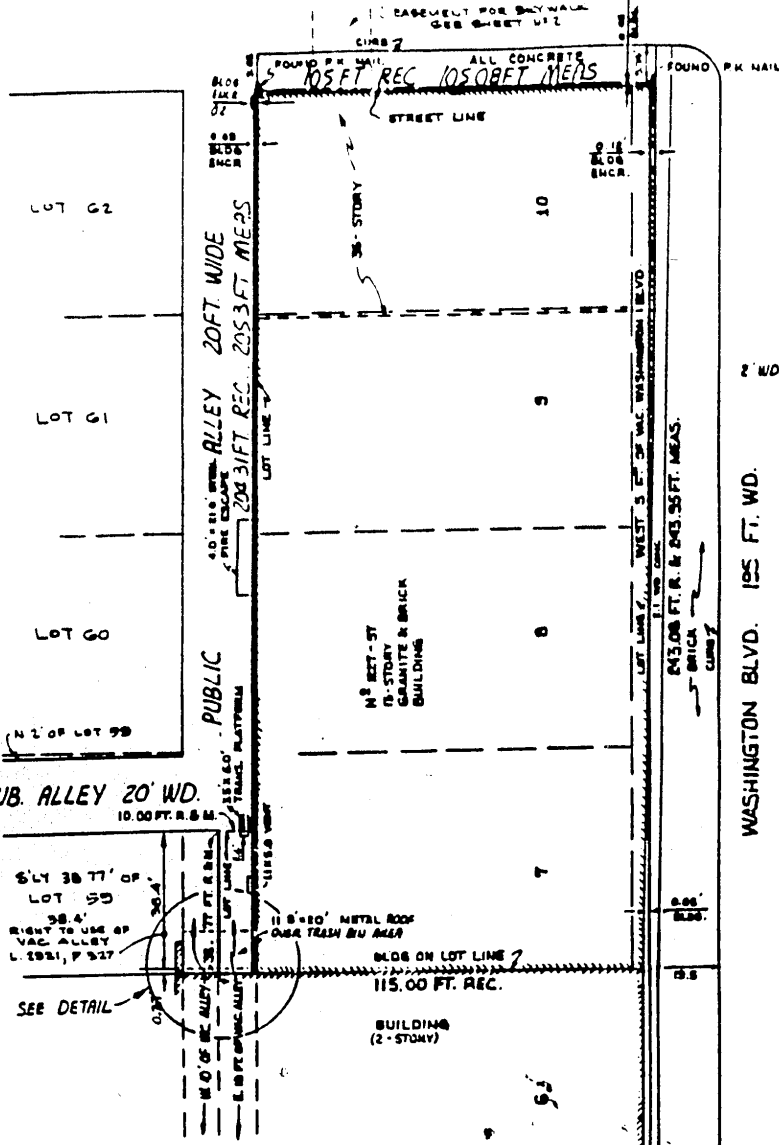
NOTARY PUBLIC, Wayne County, Michigan
My Commission Expires: Jan 19, 1992

WILHEMENIA SUMMERS
Notary Public, Wayne County, MI
My Commission Expires January 19, 1992

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

FRANK E. BARBEE, ESQUIRE
Lewis, White & Clay
A Professional Corporation
1300 First National Building
Detroit, Michigan 48226

GRAND RIVER AVE. 60 FT. WD.



DETAIL

SCALE 1/4" = 1'-0"

M-301336-A Owner: Book Tower Properties

April 26, 1949 EASMT REV. 4-10-51 Updated: July 19, 1949

Lead in the City of Detroit, Wayne County, Michigan described as:
 Lots 7, 8, 9 and 10 and West 5 feet of vacated Washington Blvd, adjoining, and East 10 feet of
 vacated alley in rear of Lot 7, Section 10, Block 10, Governor and Judges Plan, City of Detroit,
 Wayne County, Michigan, as recorded in Liber 34, Page 553 of Deeds, Wayne County Records.

SEE SHEET N° 3 FOR LEGAL DESCRIPTIONS

WE HEREBY CERTIFY that we have surveyed the property herein described; that the buildings and improvements are located entirely thereon as shown, photograph of which was taken end of which a print is attached hereto; and that said buildings and improvements are within the property lines and that there are no existing encroachments upon the lands and property described, unless otherwise shown above, and that the "skywalk" (bridge) lies within the 3-dimensional easement.
 NOTE: This survey is for mortgage purposes only and no property corner stakes were set. Do not use for establishing fence lines.

MASON L. BROWN & SON
 INCORPORATED
 CIVIL ENGINEERS AND LAND SURVEYORS
 1500 WOODWARD AVE. - 3RD FLOOR
 DETROIT, MICHIGAN 48215
 961-8717

FOR DETAIL OF SKY WALK SEE SHEET N° 2

BY *William L. Carter*
 PROF. ENGR. & REG. LAND SURVEYOR

CERTIFIED TO: American Title Ins. Co., Blue Water Title Co., Chicago Title Ins. Co., Commonwealth Land Title Ins. Co., Book Tower Properties, All 3 Adjacent, Next Lake Title Agency of Detroit, Inc., Philip F. Green Title Co., Superior Title Ins. Corporation, Midland Title Co., Midland Title Agency, Victor Title Ins. Co., Transamerica Title Ins. Co.

M-301336-A
 SHEET N° 1 OF 3

First American Title Ins. Co. of the Mid-West

Legal Description

Land in the City of Detroit, County of Wayne, and State of Michigan, described as:

Lots 7, 8, 9, 10 and the West 3 feet of vacated Washington Boulevard adjoining, and the East 10 feet of vacated alley in the rear of Lot 7, Block 10, Section 10, Governor and Judges Plan, Detroit, Wayne County, Michigan, as recorded in Liber 34, Page 583 of Deeds, Wayne County Records;

together with the nonexclusive right of use of the North 38.4 feet of vacated alley in the rear of Lot 7 as a private alley for service and convenience of abutting land, as set forth in that certain Agreement dated July 16, 1928 and recorded July 17, 1928 in Liber 3221, Page 327, Register No. B-3919, Wayne County Records, and all right of occupancy and use of the three dimensional easement areas granted by the Michigan Department of Transportation to Book Tower Properties in that certain Right of Way Lease Agreement, dated June 8, 1990, MDOT No. 90-0774, Control No. 02121, to wit:

THREE DIMENSIONAL EASEMENT (FOOTING)

That part of the 60.00 foot dedicated Grand River Avenue right of way described as: Commencing at the Northwest corner of Lot 10, Section 10, of the Governor and Judges Plan, City of Detroit, Wayne County, Michigan, according to the plat thereof as recorded in Liber 34 of Deeds, Page 583, Wayne County Records; thence Easterly, along the Northerly line of said Lot 10, a distance of 11.00 feet; thence Northerly, at right angles to said Northerly line of Lot 10, a distance of 35.00 feet to the point of beginning; thence Easterly, parallel to said Northerly line of Lot 10, a distance of 19.00 feet; thence Northerly, at right angles to said Northerly line of Lot 10, a distance of 5.00 feet to the southerly line of Lot 11 of said Section 10; thence Westerly, along said Southerly line of Lot 11, a distance of 19.00 feet; thence Southerly, 5.00 feet to the point of beginning.

LOWER VERTICAL LIMIT:

The lower vertical limit of this three dimensional airspace description shall be an elevation of 103.00 feet, City of Detroit datum.

UPPER VERTICAL LIMIT:

The upper vertical limit of the three dimensional airspace description shall be an elevation of 115.00 feet, City of Detroit datum (minimum of 4.00 feet below existing sidewalk elevation).

THREE DIMENSIONAL EASEMENT (STRUCTURE)

HORIZONTAL LOCATION:

That part of the 60.00 foot dedicated Grand River right of way described as: Beginning at a point on the Northerly line of Lot 10, Section 10 of the Governor and Judges Plan, City of Detroit, Wayne County, Michigan, according to the plat thereof as recorded in Liber 34 of Deeds, Page 583, Wayne County Records which is 14.50 feet Easterly of the Northwest corner of said Lot 10; thence Easterly, along said Northerly line of Lot 10, a distance of 15.50 feet; thence Northerly, at right angles to said Northerly line of Lot 10, a distance of 60.00 feet to the Northerly right of way line of Grand River Avenue; thence Westerly, along said Northerly right of way line of Grand River Avenue, 15.50 feet; thence Southerly 60.00 feet to the point of beginning.

LOWER VERTICAL LIMIT:

The lower vertical limit of the three dimensional airspace description shall be an elevation of 135.00 feet, City of Detroit datum (minimum of 16.72 feet above the high point of Grand River Avenue).

UPPER VERTICAL LIMIT:

The upper vertical limit of the three dimensional airspace description shall be an elevation of 150.00 City of Detroit datum.

MASON L. BROWN & SON
INCORPORATED
CIVIL ENGINEERS AND LAND SURVEYORS
1800 WOODWARD AVENUE
DETROIT, MICHIGAN 48226
WO 1-8117

2/10 295 206 297.001 297.002 298.002 298.003 309

ALL HERETOFOR THE City of Detroit Building Authority, a public authority and corporate body, incorporated and existing pursuant to Public Acts of 1948, First Extra Session, as amended.

Convey and Warrant to City of Detroit Downtown Development Authority, a public authority and corporate body, incorporated and existing pursuant to Public Acts of 1948, First Extra Session, as amended.

the following described premises situated in the City of Detroit County of Wayne and State of Michigan, to-wit:

Land in the City of Detroit, County of Wayne, State of Michigan, described as:

Lots 11 through 15 inclusive, as platted, together with the vacated Westerly 5 feet of Washington Boulevard adjacent thereto; Lots 63 through 66 inclusive; and North-South alley 20 feet in width extending from the North line of Grand River Avenue to the South line of Clifford Street; all in Plat of Section 10, Governor and Judge's Plan of the City of Detroit, according to the plat thereof, as recorded in Liber 34 of Deeds, Page 553, Deed Records; (Continued on Attachment) together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

for the sum of One Million Eighty-Five Thousand (\$1,085,000) Dollars

subject to This instrument is exempt from transfer tax pursuant to MCL 207.505(h)

Dated this 29th day of August 1980

Signed in the presence of

Signed by:

Barbara C. Moore
BARBARA C. MOORE

City of Detroit Building Authority

Patricia Lynn Reuter
PATRICIA LYNN REUTER

Coleman A. Young
COLEMAN A. YOUNG
Chairman

WITNESSES SEP 19 1980
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48228

Paul R. Thompson Jr.
PAUL R. THOMPSON JR.
Secretary

STATE OF MICHIGAN
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 29th day of August

1980 by Mayor Coleman A. Young, Chairman and Paul R. Thompson, Jr., Secretary, City of Detroit Building Authority

Michigan

(Corporate Name)

corporation, on behalf of the corporation.

My Commission expires June 4, 1983

Barbara C. Moore
BARBARA C. MOORE
Wayne County, Michigan

SEP 19 1980
WAYNE COUNTY TREASURER
Clara

4453 City Treasurer's Certificate
SEP 19 1980

When Recorded Return To:
LEWIS, WHITE, CLAY & GRAVES
10th floor, 409 Griswold St.
Standard Federal Savings Bldg.
Detroit, Michigan 48226

Send Subsequent Tax Bills To:

Delivered by: JANE BERGER
Lewis, White, Clay & Graves
Business Address
409 Griswold St.
Detroit, Michigan 48226

Tax Parcel # _____ Recording Fee _____ Revenue Stamp _____

NO REVENUE ATTACHED

EXHIBIT B

POOR COPY

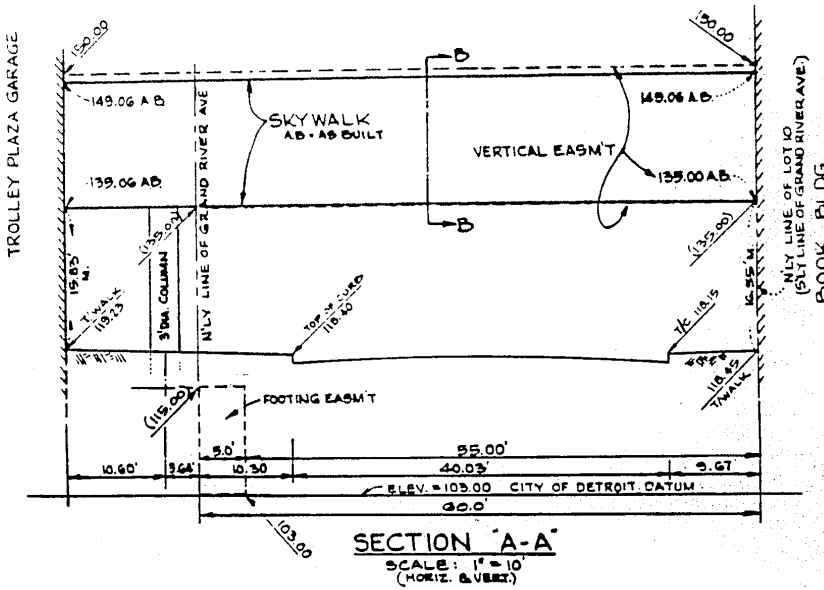
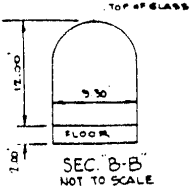
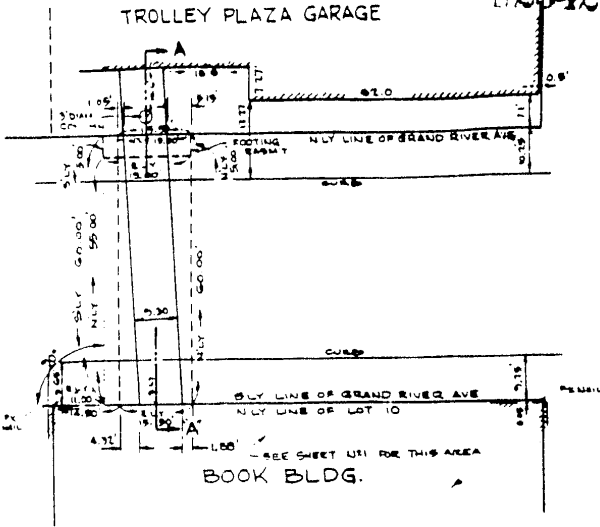
BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1886

6531948
MAKE YOUR REAL ESTATE TRANSACTIONS SAFE BY USING BURTON TITLE INSURANCE

ATTACHMENT

also a vacated triangular portion of Times Square (a public street 60 feet wide), said land being more particularly described as follows:

Commencing at the Northeast corner of Lot 15 of said Section 10 of the Governor and Judges Plan; thence South 89 degrees 58 minutes 55 seconds East along the South line of Clifford Street extended Easterly 5.0 feet to the point of beginning which point lies on the West line of Washington Boulevard, 195 feet wide; thence North 89 degrees 58 minutes 55 seconds West from said point of beginning along the South line of Clifford Street 135.63 feet to the Northwest corner of Lot 66; thence South 14 degrees 57 minutes 44 seconds West along the East line of Times Square 15.40 feet to a point; thence North 90 degrees 00 minutes West 39.97 feet to a point; thence due South 149.58 feet to a point on the Easterly line of Times Square; thence South 14 degrees 57 minutes 44 seconds West along said Easterly street line 141.08 feet to a point on the North line of Grand River Avenue; thence North 89 degrees 58 minutes 35 seconds East along said North Street line 216.01 feet to a point on the West line of Washington Boulevard; thence due North along said West line 300.62 feet to the point of beginning.



SEE SHEET N°3 FOR LEGAL DESC.

MASON L. BROWN & SON
INCORPORATED
CIVIL ENGINEERS AND LAND SURVEYORS
1500 WOODWARD AVENUE
DETROIT, MICHIGAN 48226
981-8717

BY *William L. Carlson*

4/10/91

PROF. ENGR. & REG. LAND SURVEYOR
JOB NO. M-30133G-A
SHEET N° 2 OF 3
EXHIBIT C

POOR COPY

MDOT NO. 90-0774
CONTROL 82121
JOB NO. _____
Parcel 171

RIGHT OF WAY LEASE AGREEMENT

THIS RIGHT OF WAY LEASE AGREEMENT, made this 8th day of June A.D. 1990 between Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT", having its principal office in the State Transportation Building, P.O. Box 30050, Lansing, Michigan 48909, and the Book Tower Properties, hereinafter referred to as the "LESSEE", having its principal office at Suite 2800, 1249 Washington Blvd., Detroit, Michigan 48226

WITNESSETH:

1. The DEPARTMENT, in consideration of the performance of the covenants contained herein by the LESSEE for the following term and subject to the conditions hereinafter provided, does lease to said LESSEE for the term specified, all that certain piece or parcel of land described as follows:

TERM: 20 Years

DESCRIPTION: See legal descriptions and marked prints attached hereto and made a part hereof as Exhibit "A", dated 1-5-90.

2. The only permitted use of the premises pursuant to this lease is:

USE: Pedestrian bridge over Grand River Avenue, extending between Book Building and Trolley Plaza Parking Garage, City of Detroit.

3. The LESSEE, in consideration of the covenants hereinafter made by the DEPARTMENT, does hereby lease said premises for the specified term, the rent and consideration for said premises for said term being as follows: Processing Fee only.

09/05/89

RWFAA08

CONSIDERATION: \$325.00

LI 25423 PA 881

4. In addition to the insurance required in Section 5 and the protection afforded thereby, the LESSEE agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof:

a. from any and all claims by persons, firms, or corporations for work, services, materials, or supplies provided to the LESSEE in connection with this Agreement; and

b. from any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, from environmental damage or degradation, and from attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or wilful acts or omissions of said indemnitee, its agents or employees.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the LESSEE or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the LESSEE shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purposes of this Agreement it will be considered as a breach of this Agreement thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The LESSEE will provide insurance in the following form and amount specified in Exhibit "B", dated 4-5-89 attached hereto and made a part hereof.

6. The LESSEE hereby covenants and agrees during the term of this Agreement to keep said premises for the sole and singular use specified in Section 2 and to comply with the following provisions:

09/05/89

RWFAA08

- a. All necessary permit requirements of the DEPARTMENT.
- b. Any proposed revision in the design, construction, or use of the facility described shall receive prior approval by the DEPARTMENT and shall be subject to concurrence by the Federal Highway Administration.
- c. No assignment or transfer of this Agreement or subletting of said premises, or any part thereof, will be made by the LESSEE without the previous written approval of the DEPARTMENT and when appropriate, the Federal Highway Administration. *See the File*

The obligations of the LESSEE as set forth herein, shall remain in full force and effect, notwithstanding any assignment or transfer or subletting of the premises described herein, until such obligations are specifically terminated by the DEPARTMENT in writing to the LESSEE.

- d. In the event the LESSEE ceases to use the premises, or abandons the premises or changes it to a use other than that permitted in Section 2 herein, this Agreement shall terminate, exclusive and independent of Section 8 herein and the DEPARTMENT shall have the right to immediately reenter and take possession of the leased premises.
- e. The DEPARTMENT reserves the right for representatives of the DEPARTMENT and the Federal Highway Administration to enter the premises described above for the purpose of inspection, maintenance, or reconstruction of the highway facility when necessary. Such inspections are made for the government owners own purposes and uses and shall not relieve the LESSEE of its duties and obligations under the terms of this Agreement.
- f. The LESSEE agrees that the above described facility will be maintained so as to assure that any highway facilities, structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance, and that maintenance of the facilities of the LESSEE will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance, or operation of the highway facility and right of way. In the event that the LESSEE fails in its maintenance obligations, the DEPARTMENT at its discretion, at the cost of the LESSEE, may enter the premises and perform such work as may be necessary to assure compliance with the above or terminate this Agreement as provided for in Section 8.

g. The LESSEE will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive, or other dangerous, hazardous materials, or waste on the said premises and will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the highway.

h. No use of the described premises will be made by the LESSEE which does not conform with the provisions of current, appropriate Federal Aviation Administration regulations.

i. No on-premise signs, displays, or devices may be erected on the premises unless specified herein or approved by the DEPARTMENT.

j. The LESSEE acknowledges and agrees that this agreement is subject to the provisions of 1953 PA 189, MCL 211.181; MSA 7.7(5).

7. Execution of this Agreement by the DEPARTMENT is not a warranty of the DEPARTMENT'S title. It is the sole responsibility of the LESSEE to secure all necessary approvals and authorizations from all parties, public and private, for the intended use of the premises.

8. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the LESSEE and after said LESSEE has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Agreement shall be terminated and said LESSEE shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Agreement.

9. It is expressly understood that use of the described premises is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such premises required for the construction, operation, and maintenance of any present or proposed highway, or highway use, this Agreement may be terminated at the discretion of the DEPARTMENT.

10. Upon expiration or termination of this Agreement, the LESSEE will peacefully yield up said premises in as good order and condition as when delivered to the LESSEE, at no cost to the DEPARTMENT. In the event this Agreement is terminated or expires and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the LESSEE in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

11. Any removal or modification of the facilities of the LESSEE, when necessary for highway purposes, shall be performed by the LESSEE at no cost to the DEPARTMENT or the Federal Highway Administration. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the LESSEE or terminate this Agreement as provided for in Section 8.

12. The LESSEE recognizes and acknowledges that telegraph, telephone, power, and other public utility companies and cable television companies and municipalities may require the relocation, removal, or modification of the LESSEE'S facilities and it shall so accommodate the same when requested by those parties at no cost to the DEPARTMENT or interference with the trunkline right of way and highway facility.

13. The LESSEE will comply with applicable statutes, ordinances, regulations, and governmental directives etc. etc., and with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts" as set forth in Appendix "A", dated August, 1985, attached hereto and made a part hereof.

14. The DEPARTMENT hereby covenants that the LESSEE, performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said premises for the term aforesaid and all extensions of said term subject to the exclusions contained in Section 7.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

Charles F. Pardon

BY: Director of Properties
TITLE: Dir. - 98

APPROVED
State
Administrative Board
6-5-90

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: James P. Pitz
TITLE: James P. Pitz
Department Director MBOT

Li 25423

EXHIBIT 25423 PA 885

Plat of Governor and Judges Flats
City of Detroit
Wayne County

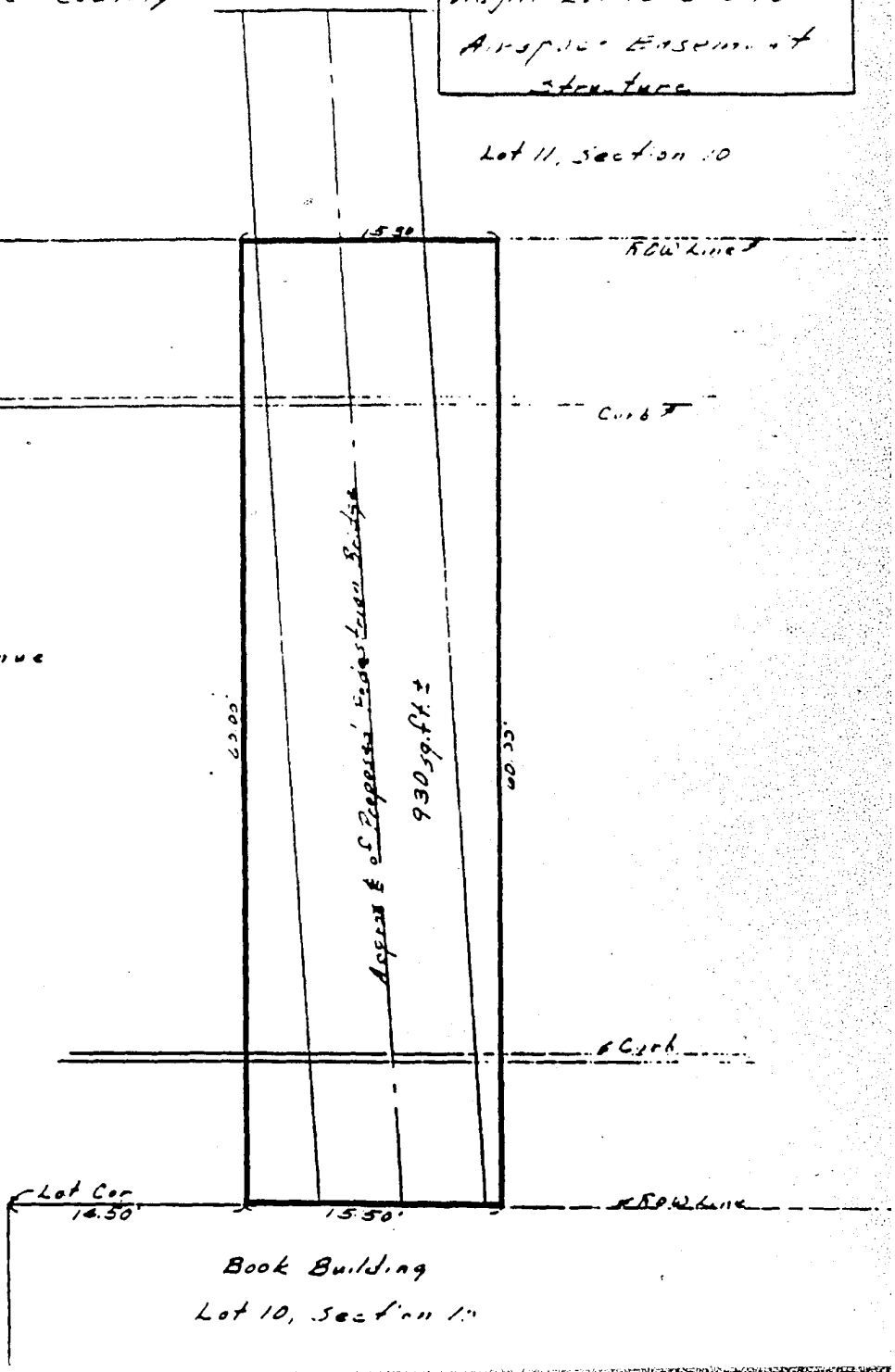
Contract 82121
Grand River Ave ROW
Adj. to Lot 10 Sec 10
Airspace Easement
Structure

Lot 11, Section 10



Scale
1" = 10'
Drawn 2/24/46
Checked

Grand River Avenue
60' R.O.W.



20 A/64

Book Building
Lot 10, Section 10

EXHIBIT A

125423 PA 886

Plat of Governor and Judges Plin
City of Detroit
Wayne County

Control 82121
Grand River Ave R.O.W.
Adj. to Lot 11, Sec. 10
Airspace Easement
Footing

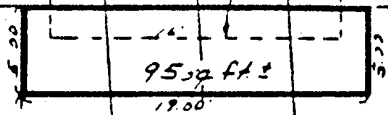


Lot 11, Section 10

Approx. Location of
Proposed Footing

R.O.W. line

Scale
1" = 20'
Drawn by [signature]
Checked



Curb

Grand River Avenue
60' R.O.W.

55.00'

Approx. L. Proposed Footing on Boundary

Curb

Lot Cor.
11.00'

R.O.W. line

Back Building
Lot 10, Sec. 10, T. 10 N.

25' Alley

Control 82121
Grand River Avenue ROW
Adjacent to Lot 10, Section
10

LI 25423 PA 887

THREE DIMENSIONAL EASEMENT (STRUCTURE)

HORIZONTAL LOCATION:

That part of the 60.00 foot dedicated Grand River Avenue right of way described as: Beginning at a point on the Northerly line of Lot 10, Section 10 of the Governor and Judges Plan, City of Detroit, Wayne County, Michigan, according to the plat thereof as recorded in Liber 34 of Deeds, Page 553, Wayne County Records which is 14.50 feet Easterly of the Northwest corner of said Lot 10; thence Easterly, along said Northerly line of Lot 10, a distance of 15.50 feet; thence Northerly, at right angles to said Northerly line of Lot 10, a distance of 60.00 feet to the Northerly right of way line of Grand River Avenue; thence Westerly, along said Northerly right of way line of Grand River Avenue, 15.50 feet; thence Southerly 60.00 feet to the point of beginning.

LOWER VERTICAL LIMIT:

The lower vertical limit of the three dimensional airspace description shall be an elevation of 135.00 feet, City of Detroit datum (minimum of 16.72 feet above the high point of Grand River Avenue).

UPPER VERTICAL LIMIT:

The upper vertical limit of the three dimensional airspace description shall be an elevation of 150.00 City of Detroit datum.

Contains 930 square feet, more or less.

JM