

*Melvin Phillip McCar*

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GENESEE COUNTY REGISTER OF DEEDS

**RECIPROCAL EASEMENT AND RESTRICTIVE USE AGREEMENT**

**THIS AGREEMENT** is made and entered into this 9 day of DECEMBER, 1998 (the "Easement Agreement"), by and among FENTON VENTURE ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 2000 North Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304 ("Fenton"), SLV ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 2000 North Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304 ("SLV") and PARI, L.L.C., a Michigan limited liability company with principal offices 183 Bedlington Drive, Rochester Hills, Michigan 48307 ("Pari").

**WITNESSETH:**

**WHEREAS**, Pari is the owner of certain land located within the condominium project known as Silver Lake Village (the "Condominium Project") which consists of 3.23 acres known as Unit 20 and as more particularly described and depicted on Exhibit A attached hereto (the "Pari Parcel");

**WHEREAS**, Fenton is the owner of certain parcels of land near and/or adjacent to the Pari Parcel known as Units 4 and 10 (the "Developer Parcels") of the Condominium Project, which was established pursuant to the Master Deed recorded at Condominium Liber 1551, Pages 9121 through 9189, Genesee County Records, as amended by those certain Master Deed Amendments, recorded at Condominium Liber 1552, Pages 1054 through 1071, Liber 1552, Pages 1516 through 1523, Liber 3430, Pages 604 through 616, Liber 3685, Pages 337 through 346 and Liber 3997, Pages 142 through 151, Genesee County Records (together, the "Master Deed") and as more particularly described and depicted on Exhibit B attached hereto, which parcels, pursuant to the Master Deed, are not part of the Pari Parcel;

**WHEREAS**, Pari and Fenton wish to provide each other with certain easement rights across and for the mutual benefit of the Pari Parcel and the Developer Parcels in accordance with the terms of this Easement Agreement.

**WHEREAS**, Fenton is the owner of certain additional parcels of land within the Condominium Project known as Units 4, 8, 9, 10, 11, 12, 13 (excluding the northeasterly 2.45 acres of said Unit 13) 14, 23, 24, 25, 26, 27 and 28 and SLV is the owner of certain additional parcels of land within the Condominium Project known as Units 1 and 18 (the Units described in this paragraph will be collectively referred to herein as the "Restricted Units" as more particularly described on Exhibit C attached hereto) and Fenton, SLV and Pari wish to provide certain use restrictions for the Restricted Units and the Pari Parcel subject to the limitations set forth hereunder;

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Cislo Title Company



NOW THEREFORE, pursuant to that certain Real Estate Sale and Purchase Agreement dated March 5, 1998 (the "Purchase Agreement") between Pari and Fenton and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed to as follows:

1. Pari and Fenton hereby grant, declare and reserve for the mutual and reciprocal benefit of the Pari Parcel and the Developer Parcels and any and all parts thereof, and for the mutual and reciprocal benefit of the present and future owners of such Units or any portion thereof, their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, the mutual, non-exclusive easements and cross easements for access and ingress over, across and through the drives, curb cuts and roadways which may be constructed or exist from time to time for purposes of pedestrian and vehicular ingress, egress on, over, across and through the Pari Parcel and the Developer Parcels (the "Access Easements").

2. There shall at all times be provided and maintained on the Pari Parcel and the Developer Parcels at least the minimum number of automobile parking spaces required for each such Parcel under the applicable local ordinance relating to parking requirements.

3. Pari and Fenton hereby grant, declare and reserve for the mutual and reciprocal benefit of the Pari Parcel and the Developer Parcels and any and all parts thereof, and for the mutual and reciprocal benefit of the present and future owners of such Parcels or any portion thereof, their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, a permanent, mutual, reciprocal, and non-exclusive easement and right to connect or tie-in to any utilities or common elements without charge, including, without limitation, sewer, water, storm drains, the detention pond, electric, telephone and gas, which easement includes the rights across said Pari Parcel and the Developer Parcels for purposes of connecting or tying into utilities. Pari and Fenton shall coordinate and confer with each other in connection with the location of utilities and common elements so as to allow for the convenient and cost effective connections and tie-ins to the same by other adjoining property owners. The parties acknowledge that until Pari has obtained a building permit, it shall not be possible for the parties to agree on the specific location and extent of such easements; nevertheless, the parties agree to execute an amendment to this Easement Agreement setting forth the exact location of such easements when such utilities are in place.

4. As part of the improvements on the Pari Parcel, Pari shall construct and complete all paving within the Pari Parcel within the earlier of four (4) years from the date Closing or the opening of the hotel for business on the Pari Parcel, and shall install the eight (8") inch water main to the north property line of the Pari Parcel and the eighteen (18") inch storm sewer along the western portion of the Pari Parcel at its sole cost. Fenton shall install the thirty (30") inch storm line along the eastern line of the Pari Parcel at its sole cost. Fenton shall have the right to complete the water main and storm sewer improvements set forth in this paragraph if required by the City of Fenton and in connection with such right, Fenton shall have a temporary easement over Pari Parcel for purposes constructing such improvements.

5. The owner of Unit 4 and Pari will share equally in the cost of maintaining the common drive as cross-hatched on Exhibit D attached hereto (the "Common Drive") and keeping

the same free from snow, ice, dirt and rubbish. Such obligation to contribute to the cost of maintaining the Common Drive shall commence at such time as a business has commenced operations on Unit 4 and shall cease when such business or successor business ceases operations; provided, however, in no event shall the owner of Unit 4 have any obligation to contribute to the cost of maintaining the Common Drive if it has access to Silver Parkway independent of the Common Drive.

6. Fenton hereby agrees that at such time it enters into a Purchase Agreement with any entity or individual regarding the purchase of Unit 4, such purchase agreement shall require the owner of Unit 4 to, in connection with the site plan approval process, apply for and pursue, with reasonable efforts, its own curb cut for the purpose of access to Silver Parkway.

7. In the event either Pari or Fenton fails to perform its obligations under Section 4 or 8 of this Easement Agreement or in the event either the owner of Unit 4 or Pari fails to perform its obligations under Section 5 of this Easement Agreement, the owner so performing may send written notice to the non-performing property owner setting forth the obligations which have not been performed. In the event such obligation is not performed within thirty (30) days after receipt of such notice (unless the non-performing owner has commenced to perform within such period and shall be diligently proceeding to perform the same), then the owner so performing shall have the right to perform the same. An owner shall not be deemed to have failed to perform its obligations hereunder for so long as such delay is prevented due to strikes, lockouts, inability to procure materials, power failure, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of the owner provided that lack of funds shall not be deemed a cause beyond the control of the owner.

In the event either Pari or Fenton fails to perform its obligations under Section 4 or 8 of this Easement Agreement or in the event either the owner of Unit 4 or Pari fails to perform its obligations under Section 5 of this Easement Agreement, the owner so performing, in addition to any other remedies it may have, shall be reimbursed by the defaulting owner within ten (10) days of presentation of the appropriate statement therefor, failing which, in addition to any other remedies it may have, the owner so performing shall have a lien against real property and improvements of the defaulting owner for the unpaid amount together with interest thereon from the date said reimbursement was due at the rate of 15% per annum or the highest rate permitted by law, whichever is lower. Such lien shall be subordinate to the interest of any mortgagee, lessee or sublessee of the affected property, irrespective of then the interest attached, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

8. Fenton hereby grants to Pari the right to place a 13 foot by 13 foot dumpster on Unit 10 in the approximate location shown on Exhibit D attached hereto, at the time of final as built drawings. Notwithstanding the foregoing, Pari agrees to use its best efforts along with the efforts of Fenton to remove the dumpster from Unit 10 and to place it on the Pari Parcel. Such best efforts shall not require Pari to engage in any litigation over the location of the dumpster on the Pari Parcel. Pari's engineer or surveyor shall prepare the legal description at its sole cost and expense, and this Agreement shall be amended by the parties to add the legal description. Pari agrees at its sole cost and expense to keep the area in which the dumpster is located neat, clean and in a sanitary condition and in compliance with the laws of all applicable governmental agencies. Pari agrees to keep

property and casualty insurance in the amount of \$1,000,000 per occurrence and insurance against injury or death in the amount of \$3,000,000 (such amount can be increased by Fenton, its heirs, successors and assigns in its discretion as it deems necessary in the future) and agrees to name Fenton, its heirs, successors and assigns and any lender or other designee as to Unit 10 as additional named insured. Pari shall provide certificates of insurance to Fenton within 10 days of request. Breach by Pari of any of the obligations covered by this Paragraph 8, including, without limitation the requirement to amend the above referenced legal description, shall entitle Fenton to terminate the right to use Unit 10 for the purpose of locating its dumpster upon 10 days prior written notice.

9. Pari represents and warrants that its intended use of the Pari Parcel is primarily for a nationally recognized limited service franchise hotel, without restaurant facilities (the "Improvements") and for no other initial use without Fenton's written consent; provided, however, the offering of continental breakfast within the hotel for guests shall be permitted. Pari may include or add a conference facility on the Pari Parcel (so long as any such facilities receive Fenton's written consent) and Pari shall be permitted to provide snacks and/or non-alcoholic beverages for conference guests. Pari represents, warrants and covenants that it will commence construction of the Improvements within three (3) years from the date of this Easement Agreement and that the Improvements will be completed and open to the public for hotel use within four (4) years from the date of this Easement Agreement. Pari further represents, warrants and covenants that no restaurant facilities shall be constructed on the Pari Parcel and further that the type of Hotel Brand Pari intends to construct shall be of mid-price range or better (i.e., Comfort Inn, Holiday Inn Express, etc.) and that Pari will not construct a low-end hotel (i.e., Red Roof Inn, Super 8, etc.) on the Pari Parcel. Pari shall notify Fenton at least ninety (90) days prior to commencement of construction as to the Hotel Brand Pari intends to build. Pari further acknowledges that Pari's representation, warranty and covenant contained in this paragraph is a material inducement to Fenton and a breach of this paragraph shall entitle Fenton to all remedies available at law or in equity, including injunctive relief.

10. Fenton and SLV covenant that so long as Pari is in compliance with each of the requirements of paragraph 9, the Restricted Units shall not be used as a hotel or similar overnight lodging facility anytime prior to June 29, 2003 (the "Restriction"); provided however, in the event Pari fails to strictly comply with each requirement of paragraph 9, the Restriction upon the Restricted Units shall automatically be null and void and of no further force and effect. An Affidavit by Fenton filed with the Register of Deeds (with a copy delivered to Pari) stating that Pari failed to comply with requirement of paragraph 9 shall be sufficient to release the Restriction upon each of the Restricted Units; provided, however, if Pari, acting in good faith, files an Affidavit disputing Pari's non-compliance, the parties agree to submit the matter to binding arbitration through the American Arbitration Association with each party responsible for its own cost. Notwithstanding the foregoing, at such time as Home Depot U.S.A., Inc. ("Home Depot") opens for business as a home improvement store, an affidavit filed by Home Depot with the Register of Deeds (with a copy delivered to Pari and Fenton) stating that Home Depot has commenced business as a home improvement store on Unit 11 (as shall be described on a legal description attached to such affidavit), shall be sufficient to forever release the Restriction upon Home Depot and Unit 11 and Home Depot shall thereafter be forever released from all obligations hereunder.

11. The easements, covenants and restrictions granted herein are perpetual easements, covenants and restrictions appurtenant to the land and shall run with and be binding upon all future

owners of the Pari Parcel, the Developer Parcels and Restricted Parcels. The obligation for construction, maintenance, operation and repair of easements and rights granted in this agreement and all costs associated therewith, shall also be appurtenant to the land and shall run with and be binding upon all future owners of the Pari and Developer Parcels. The construction of any of the facilities described herein may be made by the purchasers, lessees and/or assignees of Fenton.

12. Each party covenants and agrees to indemnify, defend, protect, and hold harmless the other party and its respective officers, shareholders, directors, agents, employees, contractors, successors and assigns (hereinafter individually and collectively referred to as the "Indemnified Parties") from and against all claims, loss, damage, injury, judgment, costs, expenses and liability (including reasonable attorney's fees and cost of suit incurred in connection with all claims) including any action or proceedings brought thereon, arising from or as a result of the injury to or death of any person, or damage to the property of any person which shall occur in the easement area located on the other's property, except for claims caused by the negligence or willful act or omission of the Indemnified Parties.

13. Nothing contained within this Agreement shall be deemed a gift or dedication of any portion of the Pari Parcel and the Developer Parcels as may be constructed pursuant to this Agreement to the general public or for any public use or purpose whatsoever. Each party shall have the right from time to time to temporarily close all or any portion of their respective easement areas as necessary to prevent a dedication to the public or the accrual of any rights to any person, not expressly granted rights herein.

14. This Easement Agreement may be executed in counterparts, which when taken together, shall constitute one complete agreement.

*(remainder of this page intentionally left blank)*

IN WITNESS WHEREOF, Pari, Fenton and SLV have each executed this Agreement as of the day first written above.

Signed in the presence of:

PARI:

PARI, L.L.C.

By: Natvarlal T. Patel 12/9/98

Natvarlal T. Patel

His: Member

[Signature]

Debbie Shattuck

[Signature]

Tracie Tillinger

STATE OF )  
 )SS.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 9th day of by December, Natvarlal T. Patel of Pari, L.L.C., who acknowledged the same to be his free act and deed on behalf of said company.

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

[Signature]

Notary Public

T A TILLINGER  
NOTARY PUBLIC STATE OF MICHIGAN  
MACOMB COUNTY  
MY COMMISSION EXP. JUNE 23, 2000

FENTON:

FENTON VENTURE ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership

By: Talon Development Associates, Inc.  
Its: General Partner

By: [Signature]  
Harry Kokkinakis  
Its: Vice President

[Signature]  
Debbie Shattuck  
[Signature]  
Tracie Tillinger

STATE OF MICHIGAN )  
                                  )SS.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 9th day of December, 1998 by Harry Kokkinakis, Vice President for Talon Development Associates, Inc., the General Partner of Fenton Venture Associates Limited Partnership, a Michigan limited partnership, who acknowledged the same to be his free act and deed on behalf of said partnership.

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

[Signature]  
Notary Public

T A TILLINGER  
NOTARY PUBLIC STATE OF MICHIGAN  
MACOMB COUNTY  
MY COMMISSION EXP. JUNE 23, 2000



**EXHIBIT A**

Unit No. 20, SILVER LAKE VILLAGE CONDOMINIUM, a condominium according to the Master Deed recorded in liber 1551, pages 9121 to 9189, and amended at liber 1552, pages 1054 through 1071 and further amended at liber 1552, pages 1516 through 1523 and liber 3430, pages 604 through 616, and further amended at liber 3685, pages 337-346 and further amended at liber 3997, pages 142-151 Genesee County Records, and designated as Genesee County Subdivision Plan No. 121, with rights in general common elements and limited common elements, as set forth in said Master Deed and as described in Act 59 of Public Acts of 1978, as amended.

**EXHIBIT B**

Unit Nos. 4 and 10, SILVER LAKE VILLAGE CONDOMINIUM, a condominium according to the Master Deed recorded in liber 1551, pages 9121 to 9189, and amended at liber 1552, pages 1054 through 1071 and further amended at liber 1552, pages 1516 through 1523 and liber 3430, pages 604 through 616, and further amended at liber 3685, pages 337-346 and further amended at liber 3997, pages 142-151 Genesee County Records, and designated as Genesee County Subdivision Plan No. 121, with rights in general common elements and limited common elements, as set forth in said Master Deed and as described in Act 59 of Public Acts of 1978, as amended.

**EXHIBIT C**

Unit Nos. 1, 4, 8, 9, 10, 11, 12, 13 (excluding Northeasterly 2.45 acres) 14, 18, 23, 24, 25, 27 and 28, SILVER LAKE VILLAGE CONDOMINIUM, a condominium according to the Master Deed recorded in liber 1551, pages 9121 to 9189, and amended at liber 1552, pages 1054 through 1071 and further amended at liber 1552, pages 1516 through 1523 and liber 3430, pages 604 through 616, and further amended at liber 3685, pages 337-346 and further amended at liber 3997, pages 142-151 Genesee County Records, and designated as Genesee County Subdivision Plan No. 121, with rights in general common elements and limited common elements, as set forth in said Master Deed and as described in Act 59 of Public Acts of 1978, as amended.



DECLARATION OF RESTRICTIONS

LT-23683

THIS DECLARATION, is made and entered into this 9th day of July, 1996, by and between FENTON VENTURE ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 250 Taton Centre, Detroit, Michigan 48207 ("Developer").

WITNESSETH:

WHEREAS, the Developer has developed that certain site condominium project known as Silver Lake Village (the "Condominium Project"), which was established pursuant to the Master Deed recorded at Condominium Liber 1551, Pages 9121 through 9189, Genesee County Records, as amended, by that certain Master Deed Amendment, recorded at Condominium Liber 1552, Pages 1054 through 1071, Genesee County Records (together, the "Master Deed");

WHEREAS, Developer is the owner or land contract vendee of certain parcels of land within the Condominium Project (the "Developer Parcels"), legally described on Exhibit A attached hereto, which parcels, pursuant to the Master Deed, are known as Units 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 18, and 19 of the Condominium Project;

WHEREAS, pursuant to that certain Real Estate Sale and Purchase Agreement dated March 27, 1996 between Derrick B. Oxender, Al Bloom, and Seven Kasle (collectively "Bloom Group"), which was assigned by the Bloom Group to Fenton Center, L.C., Developer agreed to place restrictions on the Developer Parcels for the benefit of a portion of Unit 5 of the Condominium Project more particularly described on Exhibit B ("Unit 5"); and

NOW THEREFORE and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Developer hereby declares the following restrictions:

1. For so long as the owner or lessee of the Unit 5 maintains motor vehicle oil change operations on said Unit 5, there shall be no operations or ventures, the principal and primary business of which is motor vehicle oil change operations, on any one or more of the Developer Parcels. Such restriction shall not be deemed to restrict the existence and operation of, without limitation, a Goodyear, Firestone, Tuffy, Midas or similar auto service centers or a Discount Tire, Belle Tire, Precision Tune, or similar businesses.
2. Notwithstanding anything herein to the contrary, Developer shall not be obligated or responsible for the enforcement of any restrictions referenced in this Declaration and the owner or lessee of Unit 5 (or any other person) shall not make Developer a party to any legal or quasi-legal proceedings in connection with the enforcement of any such restrictions.
3. The restrictions and covenants granted herein are perpetual and appurtenant to the land and shall run with and be binding upon all future owners of Unit 5 and Developer Parcels.

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PROPERTY DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 34, TOWN 5 NORTH, RANGE 6 EAST, CITY OF FENTON, GENESEE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N 88°40'48"E ALONG THE E-W 1/4 LINE OF SAID SECTION 34 (CENTERLINE OF OMEN ROAD) 1145.40 FEET AND N 01°51'55"W 363.00 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 34. THENCE N 01°51'55"W 342.02 FEET, THENCE N 88°40'48"E 237.90 FEET, THENCE S 01°52'23"W 342.02 FEET, THENCE S 88°40'48"W 237.95 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.868 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

PROPERTY DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 34, TOWN 5 NORTH, RANGE 6 EAST, CITY OF FENTON, GENESEE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N 88°40'48"E ALONG THE E-W 1/4 LINE OF SAID SECTION 34 (CENTERLINE OF OMEN ROAD) 1145.40 FEET AND N 01°51'55"W 705.02 FEET AND N 88°40'48"E 237.90 FROM THE WEST 1/4 CORNER OF SAID SECTION 34. THENCE N 88°40'48"W 280.72 FEET, THENCE S 48°42'42"E 192.38 FEET, THENCE S 01°51'55"E 74.78 FEET, THENCE S 88°40'48"W 197.04 FEET, THENCE S 01°52'23"E 137.00 FEET, THENCE S 88°40'48"W 224.00 FEET, THENCE N 01°52'23"W 342.02 TO THE POINT OF BEGINNING. CONTAINING 2.476 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

PROPERTY DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 34, TOWN 5 NORTH, RANGE 6 EAST, CITY OF FENTON, GENESEE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT N 88°40'48"E ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 (CENTERLINE OMEN ROAD) 1145.40 FT., AND N 01°51'55"W 753.18 FT., TO THE POINT OF A CURVE, AND ALONG A CURVE TO THE RIGHT (RADIUS=546.00 FT., DELTA=49°01'03", CHORDBEARING AND DISTANCE=N 22°39'37"E 453.00 FT., 1467.11 FT., AND 47°09'08"E 911.49 FT., FROM THE WEST 1/4 CORNER OF SAID SECTION NO. 34. THENCE N 47°09'08"W 433.24 FT., THENCE S 58°48'49"E 204.28 FT., THENCE S 66°59'37"E 82.93 FT., THENCE S 36°53'23"W 40.95 FT., THENCE S 58°44'18"E 431.08 FT., TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF US-23. THENCE S 28°51'40"W ALONG SAID RIGHT-OF-WAY LINE 539.66 FT., THENCE N 48°42'49"W 867.89 FT., TO THE POINT OF BEGINNING. CONTAINING 8.666 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

PROPERTY DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 34, TOWN 5 NORTH, RANGE 6 EAST, CITY OF FENTON, GENESEE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT N 88°40'48"E ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 (CENTERLINE OWEN ROAD) 1145.40 FT., AND N 01°51'55"W 755.18 FT., TO THE POINT OF A CURVE, AND ALONG A CURVE TO THE RIGHT (RADIUS=546.00 FT., DELTA=49°01'03", CHORD BEARING AND DISTANCE=N 22°38'37"E 453.00 FT.), 467.11 FT., AND N 47°09'08"E 1344.23 FT., FROM THE WEST 1/4 CORNER OF SAID SECTION NO. 34., THENCE S 58°48'49"E 204.29 FT., THENCE S 68°58'37"E 82.93 FT., THENCE S 56°53'21"W 40.95 FT., THENCE S 58°44'18"E 431.08 FT. TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF US-23, THENCE N 28°51'40"E ALONG SAID RIGHT-OF-WAY LINE 134.12 FT., THENCE N 01°42'13"W CONTINUING ALONG SAID RIGHT-OF-WAY LINE 38.75 FT., THENCE N 28°51'40"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE 208.19 FT., THENCE N 52°23'55"W 564.43 FT., THENCE S 47°09'08"W 425.03 FT. TO THE POINT OF BEGINNING, CONTAINING 5.796 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

PROPERTY DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 34, TOWN 5 NORTH, RANGE 6 EAST, CITY OF FENTON, GENESEE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S 88°29'48"W ALONG THE NORTH LINE OF SAID SECTION 34 (SOUTH LINE OF SECTION 27) 272.77 AND S01°52'23"E 428.68 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 34 (SOUTH 1/4 CORNER SECTION 27) THENCE S 88°07'37"W 405.47 FEET, THENCE TO THE S 01°52'23"E 352.15 FEET THENCE N 47°09'08"E 537.05 FEET TO THE POINT OF BEGINNING, CONTAINING 1.639 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

PROPERTY DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 34, AND THE SOUTH 1/2 OF SECTION 27, TOWN 5 NORTH, RANGE 6 EAST, CITY OF FENTON, GENESEE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 34 (SOUTH 1/4 CORNER SECTION 27) THENCE N 01°50'38"W 799.50 FEET, THENCE S 66°55'18"E 485.68 FEET, S 23°04'42"W 520.71 FEET TO THE POINT OF A CURVE, THENCE ALONG A CURVE TO THE RIGHT (RADIUS=1046.00 FEET, DELTA=12°49'57", CHORD BEARING AND DISTANCE=S 29°29'40"W 233.76 FEET.) 234.26 FEET, THENCE N 54°04'25"W 125.74 FEET TO THE POINT OF BEGINNING, CONTAINING 5.290 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

EXHIBIT A

PROPERTY DESCRIPTION  
PART OF THE SOUTH 1/2 OF SECTION 27, TOWN 5 NORTH, RANGE 6 EAST,  
CITY OF FENTON, GENESSEE COUNTY, MICHIGAN, AND BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N 01°50'38"W 1532.53 FEET FROM THE  
SOUTH 1/4 CORNER OF SAID SECTION 27 (NORTH 1/4 CORNER SECTION 31)  
THENCE N 01°50'38"W 1049.36 FEET, THENCE N 88°17'28"E 793.75 FEET,  
THENCE S 02°11'17"E 1029.92 FEET TO THE POINT ON A CURVE, THENCE  
ALONG A CURVE TO THE RIGHT (RADIUS=800.00 FT., DELTA=90°, 15°34',  
CHORD BEARING AND DISTANCE= S 01°31'30"E 17.58 FT.), 17.59 FEET,  
THENCE S 88°09'22"W 79.84 FEET, THENCE N 88°48'18"E 244.67 FEET,  
S 01°50'38"E 188.00 N 88°48'18"E 208.00 THENCE S 01°50'38"E 369.06  
TO THE POINT OF BEGINNING, CONTAINING 19.180 ACRES OF LAND AND  
BEING SUBJECT TO ALL EASEMENTS OF RECORD.

PROPERTY DESCRIPTION

PART OF THE SOUTH 1/2 OF SECTION 27, TOWN 5 NORTH, RANGE 6 EAST,  
CITY OF FENTON, GENESSEE COUNTY, MICHIGAN, AND BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT N 88°40'48"E ALONG THE EAST-WEST  
1/4 LINE OF SAID SECTION 31 (CENTRELINE OWEN ROAD) 1145.40 FT.,  
AND N 01°51'59"W 753.18 FT. TO THE POINT OF A CURVE, AND ALONG  
A CURVE TO THE RIGHT (RADIUS=546.00 FT., DELTA=49°01'03", CHORD  
BEARING AND DISTANCE= N 22°28'37"E 453.00 FT.), 467.11 FT., AND  
N 47°09'08"E 1814.36 FT. TO THE POINT OF A CURVE, AND ALONG  
A CURVE TO THE LEFT (RADIUS=1154.00 FT., DELTA=24°04'26", CHORD  
N 47°09'08"E 1814.36 FT., BEARING AND DISTANCE= N 35°06'  
AND BEARING AND DISTANCE= N 35°06' FROM THE WEST 1/4 CORNER OF SECTION NO.  
N 23°04'42"E 345.19 FT. FROM THE WEST 1/4 CORNER OF SECTION NO.  
MICHIGAN, THENCE N 23°04'42"E 224.97 FT., THENCE S 66°55'18"E  
185.60 FT., THENCE S 61°01'50"E 424.80 FT., TO A POINT ON THE  
WESTERLY RIGHT-OF-WAY LINE OF US-23, THENCE S 28°31'40"W ALONG  
SAID RIGHT-OF-WAY LINE 836.21 FT., THENCE N 57°08'20"W 293.34  
FT., THENCE N 66°55'18"W 234.31 FT. TO THE POINT OF BEGINNING,  
CONTAINING 10.769 ACRES OF LAND AND BEING SUBJECT TO ALL  
EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



PROPERTY DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 34, TOWN 5 NORTH, RANGE 6 EAST, CITY OF FENTON, GENESEE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 34 (SOUTH 1/4 CORNER SECTION 27) THENCE S 88°29'48" W ALONG THE NORTH LINE OF SAID SECTION 34 (SOUTH LINE OF SECTION 27) 272.77 FEET, THENCE S 01°52'23"E 428.68 FEET, N 47°09'08"E 306.85 FEET TO THE POINT OF A CURVE, THENCE ALONG A CURVE TO THE LEFT (RADIUS-1046.00 FEET, DELTA- 11°14'30"- CHORD BEARING AND DISTANCE-N 41°31'53"E 204.90 FEET,) 205.24 FEET, THENCE N 54°04'25" W 125.74 FEET TO THE POINT OF BEGINNING, CONTAINING 2.157 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

Excepting therefrom the following:

Part of Unit 5, SILVER LAKE VILLAGE CONDOMINIUM, a condominium according to the Master Deed recorded in Liber 1551, pages 9121 to 9189, inclusive and First Amendment to Master Deed recorded in Liber 1552, pages 1054 to 1071, Genesee County Records, and designated as Genesee County Subdivision Plan No. 121, with rights in general common elements and limited common elements, as set forth in said Master Deed and as described in Act 59 of Public Acts of 1978, as amended, described as beginning at a point distant North 88 degrees 40 minutes 48 seconds East along the East-West 1/4 line of said Section 34, (centerline Ocean Road) 1017.40 feet and North 01 degrees 51 minutes 55 seconds West 754.11 feet to the point of a curve and along a curve to the right (radius=654.00 feet, Delta=4 degrees 01 minutes 03 seconds, chord bearing and distance=North 22 degrees 38 minutes 37 seconds East 542.60 feet) 559.60 feet and North 47 degrees 09 minutes 08 seconds East 1711.03 feet from the west 1/4 corner of said section 34; thence North 46 degrees 24 minutes 24 seconds West 248.63 feet; thence North: 01 degrees 52 minutes 23 seconds West 100.00 feet; thence North 88 degrees 29 minutes 48 seconds east 272.77 feet; thence south: 54 degrees: 04 minutes 25 seconds East 125.74 feet; thence along a curve to the right (radius=1046.00 feet, Delta=11 degrees 14 minutes 30 seconds, chord bearing and distance=South 41 degrees 30 minutes 34 seconds West 204.92 feet) 205.24 feet; thence South 47 degrees 09 minutes 08 seconds West 75.88 feet to the point of beginning.

Exhibit A

UNIT 4 MASTER 3340 PAGE 593  
LIBER

PROPERTY DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 34, TOWN 5 NORTH, RANGE 6 EAST, CITY OF FENTON, GENESEE COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT LOCATED S 88°29'48" W ALONG THE NORTH LINE OF SAID SECTION 34 (SOUTH LINE OF SECTION 27) 272.77 AND S 01°52'23"E 428.68 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 34 (SOUTH 1/4 CORNER SECTION 27) THENCE S 88°07'37" W 405.47 FEET, THENCE S 01°52'23"E 352.15 FEET THENCE N 47°09'08"E 537.05 FEET TO THE POINT OF BEGINNING. CONTAINING 1.639 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

Part of Unit 5, SILVER LAKE VILLAGE CONDOMINIUM, a condominium according to the Master Deed recorded in Liber 1551, pages 9121 to 9189, inclusive and First Amendment to Master Deed recorded in Liber 1552, pages 1054 to 1071, Genesee County Records, and designated as Genesee County Subdivision Plan No. 121, with rights in general common elements and limited common elements, as set forth in said Master Deed and as described in Act 59 of Public Acts of 1978, as amended, described as beginning at a point distant North 88 degrees 40 minutes 48 seconds East along the East-West 1/4 line of said Section 34, (containing Ocean Road) 1017.40 feet and North 01 degrees 51 minutes 55 seconds West 754.31 feet to the point of a curve and along a curve to the right (radius=654.00 feet; distance=degrees 01 minutes 03 seconds, chord bearing and distance=North 22 degrees 38 minutes 37 seconds East 1711.03 feet from the west 1/4 corner of degrees 09 minutes 08 seconds North 46 degrees 24 minutes 34 seconds West 248.63 said section 34; thence North 01 degrees 52 minutes 52 seconds West 248.63 feet; thence North 01 degrees 52 minutes east 212.77 feet; thence south 54 North 88 degrees 29 minutes 48 seconds East 125.74 feet; thence along a curve to the right (radius=1046.00 feet, distance=degrees 04 minutes 25 seconds, chord bearing and distance=South 41 degrees 205.24 feet; thence South 47 degrees 09 minutes 08 seconds West 75.88 feet to the point of beginning.

M.L. 3859

P. 386

GENESEE COUNTY  
REGISTER OF DEEDS

JUL 8 2 39 PM '98

*McL...*

### DECLARATION OF RESTRICTIONS

THIS DECLARATION is made and entered into as of this 29<sup>th</sup> day of June, 1998, by SLV ASSOCIATES LIMITED PARTNERSHIP and FENTON VENTURE ASSOCIATES LIMITED PARTNERSHIP, each a Michigan limited partnership, and each having an address of 2000 N. Woodward, Suite 100, Bloomfield Hills, Michigan 48304 (referred to collectively as "Developer").

### WITNESSETH

WHEREAS, SLV ASSOCIATES LIMITED PARTNERSHIP ("SLV") entered into an Agreement of Purchase and Sale dated June 13, 1995 ("Agreement"), between SLV as seller and Trecorp Enterprises, Inc. ("Trecorp") as buyer of a parcel of land consisting of approximately .99 acres, situated in the City of Fenton, Genesee County, Michigan, legally described on Exhibit A (the "Burger King Parcel") pursuant to which Trecorp agreed to utilize the Burger King Parcel as a fast food restaurant;

WHEREAS, pursuant to that Agreement SLV agreed to place restrictions for the benefit of the Burger King Parcel on certain SLV parcels described in paragraph 1 below (the "SLV Parcels") and agreed to cause Fenton Venture Associates Limited Partnership ("Fenton") to place restrictions for the benefit of the Burger King Parcel on certain parcels described in paragraph 2 below (the "Fenton Parcels"); and

WHEREAS, the Burger King Parcel, SLV Parcels and Fenton Parcels are part of a site condominium known as Silver Lake Village, as more particularly described in Genesee County Condominium Plan 121, as recorded at Liber 1551, Page 9121 through 9189, amended at Liber 1552, pages 1054 through 1071, and at Liber 1552, pages 1516 through 1523, and at Liber 3430, pages 604 through 616, and further amended at Liber 3685, Pages 337 through 346, Genesee County Records (the "Condominium") Any reference herein to a Unit shall mean a Unit in Silver Lake Village.

NOW THEREFORE, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SLV and Fenton hereby declare the following restrictions:

1. SLV and Fenton shall not sell nor lease Unit 1, 4, 10, 18 or 20 of The Condominium a to any fast food restaurant whose primary business is the sale of hamburgers.

3859.387

2. SLV and Fenton shall not sell nor lease Units 7, 8, 9, 11, 12, 13 or 14 to any person who intends to construct a free standing Wendy's and or McDonald's restaurant on such parcel, provided that a Wendy's and/or McDonald's restaurant shall be permissible on such Units if it is located within a retail building which is devoted primarily to the retail sale of goods and services and that the sale by such Wendy's and/or McDonald's restaurant of fast food shall not contain a drive-thru or separate public entrance leading from the restaurant out to the parking lot.

3. The restrictions, covenants and agreements made by Fenton and SLV set forth above are personal to Fenton and SLV and do not run with the land. The restrictions covenants and agreements shall not be binding on the heirs, successors or assigns of Fenton or SLV and shall lapse upon the sale or lease of any of the parcels owned or leased by SLV or Fenton. All other Units of the Condominium not mentioned above have been leased or sold and are therefore no longer subject to the restrictions set forth in this Declaration.

4. For purposes hereof, the filing of an affidavit by a purchaser of a Fenton Parcel or SLV Parcel certifying that it has initially opened for business and specifying a use other than the restricted uses set forth in this Declaration shall be conclusive for all purposes to forever release such Unit from the restrictions set forth herein.

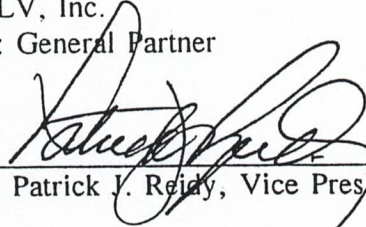
Signed in the presence of:

SLV ASSOCIATES LIMITED PARTNERSHIP,  
a Michigan limited partnership

  
\_\_\_\_\_  
BRIAN KERES

By: SLV, Inc.  
Its: General Partner

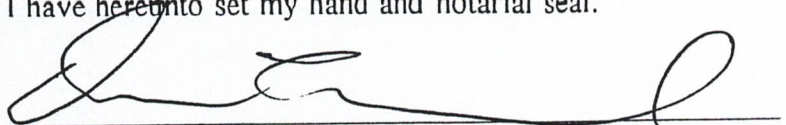
  
\_\_\_\_\_  
HARRY G. KOKKINAKIS

By:   
\_\_\_\_\_  
Patrick J. Reidy, Vice President

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 1998, by Patrick J. Reidy, Vice President of SLV, Inc., the General Partner of SLV Associates Limited Partnership, a Michigan limited partnership, who acknowledged the same to be his free act and deed on behalf of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.  
DONNA L. CARMACCHI, NOTARY PUBLIC  
OAKLAND COUNTY OF MICHIGAN  
MY COMMISSION EXPIRES 9-19-2000

  
\_\_\_\_\_  
Notary Public

3859-388-

## EXHIBIT A

# LEGAL DESCRIPTION

Part of the North 1/2 of Section 34, Township 5 North, Range 6 East, being more particularly described as follows: Beginning at a point located North 88 degrees 40 minutes 48 seconds East along the East-West 1/4 line of said section 34, (centerline of Owen Road) 1145.40 feet and North 01 degrees 51 minutes 55 seconds West 50.00 feet from the west 1/4 corner of said Section 34, thence North 01 degrees 51 minutes 55 seconds West 313.00 feet; thence North 88 degrees 40 minutes 48 seconds East 137.95 feet; thence South 01 degrees 52 minutes 23 seconds East 312.98 feet; thence South 88 degrees 40 minutes 48 seconds West 137.99 feet to the point of beginning.

v/1

*M. J. Miller*

DEC 21 9 32 AM '98

GENESEE COUNTY  
REGISTERED RECORDS

**DECLARATION OF USE RESTRICTIONS  
(FENTON: GASOLINE SERVICE STATION)**

This DECLARATION OF USE RESTRICTIONS ("Declaration") is made on December 23, 1998 by FENTON VENTURE ASSOCIATES LIMITED PARTNERSHIP, whose address is 2000 N. Woodward, Suite 100, Bloomfield Hills, Michigan 48304 (hereinafter referred to as "Declarant").

**RECITALS**

A. Declarant owns Units 4, 8, 9, 10, 12, 13 (however, that portion of Unit 13 described in Paragraph B below and described on Exhibit B hereto is excluded from Parcel A as defined below), 14, 23, 24, 25, 26, 27, and 28 of Silver Lake Village, a condominium project, which Units are more particularly described on Exhibit A hereto (collectively, "Parcel A").

B. Declarant intends to sell a certain parcel of land located in the City of Fenton, Genesee County, Michigan, consisting of a portion of Unit 13 as more particularly described in Exhibit A attached hereto and incorporated herein ("Parcel B") for use as a gasoline service station.

C. In order to facilitate the sale of Parcel B, Declarant desires to restrict the use of Parcel A, as hereinafter set forth.

NOW, THEREFORE, in consideration of the potential increased value and marketability of Parcel B by the imposition of the restrictions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares and agrees that Parcel A is and shall be held, improved, developed, mortgage, encumbered, transferred, sold, conveyed, used, leased, subleased and occupied subject to the restrictions and covenants ("Restrictions") hereinafter set forth.

1. Property Covered. The Restrictions cover all of Parcel A (the "Restricted Property"), and in the event that all or any part of the Restricted Property is subsequently subdivided, the Restrictions shall fully apply to that portion of each and every resulting parcel originally part of Parcel A.

2. Prohibited Uses. Except as hereinafter specifically provided, neither the Restricted Property, nor any part thereof shall be used for the sale of gasoline or any other petroleum product other than sales of over-the-counter quantities of products such as motor oil, automotive chemicals,

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Ct. 344.34  
Cislo Title Company



automotive parts and accessories and similar products or services. The foregoing does not prohibit (i) the operation of a muffler shop or repair shop provided that such business does not sell gasoline, diesel or similar products at retail, and (ii) the use of an underground or above-ground storage tank solely for the fueling of vehicles used in connection with a business operation conducted on the Restricted Property.

3. Duration of Restrictions; Benefitted Parties and Amendments. The Restrictions shall terminate upon the earlier of (i) fifty (50) years from the date of this Declaration, or (ii) the date upon which Parcel B is no longer used for the sale of petroleum fuels used in motor vehicles for a continuous period of one (1) year from and after September 30, 2002; provided, however, the cessation for less than one year of the sale of such petroleum fuels for any reason including, but not limited to, underground storage tank maintenance or replacement, gas station modernization or force majeure events, shall not be deemed to be a cessation of the use of Parcel B for the sale of petroleum fuels in motor vehicles thus effecting a termination of the Restrictions as provided in this Paragraph 3. These Restrictions shall also terminate if construction of an automobile service station on Parcel B is not commenced on or before June 30, 2002 or operations of an automobile service station on Parcel B are not commenced on or before September 30, 2002; provided that Declarant or any owner of a portion of Parcel A records an affidavit of the passage of the applicable date without the required activity by no later than six (6) months after the applicable date and provides the owner of Parcel B with a true copy of such affidavit, by certified mail, return receipt requested, or hand delivery within five (5) days of the date such document is submitted for recordation. These Restrictions are intended to benefit any and all parties having a fee or leasehold interest in Parcel B from time to time. No Amendments shall be made to the Restrictions provided for herein except with the prior written consent of the owner of Parcel B.

4. Binding Effect and Enforcement. The Restrictions set forth herein shall run with the land and bind the Restricted Property, and all persons owning, occupying or otherwise having an interest therein, their heirs, successors and assigns, and all parties claiming by, through or under them, with each of them agreeing to conform to and observe these Restrictions, and all persons owning, occupying or otherwise having an interest in all or part of Parcel B, and their heirs, successors and assigns shall have the right to sue for the enforcement of the Restrictions, in addition to legal action for damages. Failure to enforce any of the Restrictions set forth herein at the time of any violation thereof shall in no event be deemed to be a waiver of the right to enforce such as to any continuing or subsequent violation.

5. Severability. In the event any one or more of the Restrictions are declared invalid by final decree of a court of competent jurisdiction from which no further appeal may be taken, all remaining Restrictions shall be preserved and continue in full force and effect.

6. Governing Law. These Restrictions shall be governed by and interpreted in accordance with the laws of the State of Michigan.



## EXHIBIT A

Units 4, 8, 9, 10, 12, 13 (however, that portion of Unit 13 described in Paragraph B of the Recitals of this Declaration and described on Exhibit B hereto is excluded), 14, 23, 24, 25, 26, 27, and 28 of Silver Lake Village, a condominium project more particularly described as Genesee County Condominium Plan No. 121, as recorded at liber 1551, pages 9121 through 9189, and amended at liber 1552, pages 1054 through 1071 and further amended at liber 1552, pages 1516 through 1523 and liber 3430, pages 604 through 616, and further amended at liber 3685, pages 337 through 346 and further amended at liber 3997, pages 142 through 151, Genesee County Records.

M.L. 4028

*Michael J. McCar*

P. 205-211

DEC 28 2 31 PM '98

GENESEE COUNTY  
REGISTER OF DEEDS

### EASEMENT FOR INGRESS AND EGRESS

EASEMENT FOR INGRESS AND EGRESS made and entered into on this <sup>23<sup>rd</sup></sup> day of ~~DECEMBER~~, 1998 by and among FENTON VENTURE ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership ("FENTON") whose address is 2000 North Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304 and MESH INVESTMENTS, LLC ("MESH") whose address is 400 Fenton Square, Fenton, Michigan 48430.

WHEREAS, FENTON is the fee simple owner of those certain parcels of property more particularly described on Exhibit A ("Fenton Parcels"); and

WHEREAS, MESH is the fee simple owner of that certain parcel of property more particularly described on Exhibit B ("Mesh Parcel"); and

WHEREAS, FENTON and MESH desire to grant reciprocal easements for ingress and egress over their respective property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. FENTON hereby grants to MESH and its successors, assigns, tenants, customers, licensees, employees, mortgagees, guests, invitees and visitors, a perpetual, irrevocable nonexclusive easement for vehicular ingress and egress in, to, upon, over and across the access road on the Fenton Parcels which is to be developed and constructed on the westerly 75 feet of the Fenton Parcels (as reasonably determined by FENTON) prior to the opening of a business on the Fenton Parcels ("Fenton Easement") and such other access roads and driveways, as the same may exist from time to time, on the Fenton Parcels.

2. MESH hereby grants to FENTON and to the present and future owners of the Fenton Parcels and their respective successors, assigns, tenants, customers, licensees, employees, mortgagees, guests, invitees and visitors, a perpetual, irrevocable nonexclusive easement for vehicular ingress and egress in, to, upon, over and across the access road on the Mesh Parcel and substantially depicted by the cross-hatched area on Exhibit C ("Mesh

Easement"). Hereinafter the Fenton Easement and the Mesh Easement are collectively referred to as the "Easements."

3. The parties hereby agree that neither shall commit acts which impede the use of, or flow of vehicular traffic through and over said Easements, except to the extent reasonably necessary in the event of replacement, repair and/or maintenance of the paved or concrete vehicular areas by FENTON or MESH on their respective parcels. Each party shall, at its sole cost and expense, maintain, replace and keep in good repair and condition the portion of the Easements situated on its respective parcel, so as to keep such areas at all times in a good and functional condition, such maintenance shall include, but not be limited to, repairs, resurfacing, restriping, cleaning and sweeping. In the event that MESH fails to maintain the Mesh Easement, the owners of the Fenton Parcels, or their respective agents, are hereby granted the right, but are not obligated, to go onto such easement for the purpose of maintaining same in a good and functional condition. In the event that FENTON fails to maintain the Fenton Easement, the owners of the Mesh Parcels, or their respective agents, are hereby granted the right, but not the obligation, to go onto such easement for the purpose of maintaining same in a good and functional condition. No obstruction barrier or curbing shall be erected or permitted upon either parcel which will in any way interfere with the free flow of vehicular traffic in the area of the Easements or with any rights granted by this Agreement.

4. FENTON hereby grants, declares and reserves for the mutual and reciprocal benefit of the Mesh Parcel and any and all parts thereof, and MESH hereby grants, declares and reserves for the mutual and reciprocal benefit of the present and future owners of the Fenton Parcels or any portions thereof and to their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, a permanent, mutual, reciprocal, non-exclusive easement and right to use, connect, tie-in and enjoy all of the common facilities on the Silver Lake Village site condominium project, more particularly described as Genesee County Condominium Plan No. 121 (the "Project") or any portion thereof, which common facilities shall include, without limitation, sanitary sewers, water mains, and all public utilities to be constructed on any portion of the Project ("Common Utilities"). In addition to the foregoing, MESH grants, declares and reserves for the mutual and reciprocal benefit of the present and future owners of any parcel at the Project or any portions thereof and to their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, to the extent it does not unreasonably interfere with the Mesh Parcel, a permanent, mutual, reciprocal, non-exclusive easement and right to use, connect, tie-in and enjoy all of the Common Utilities on the Project or any portion thereof. MESH shall, at its sole expense, maintain the Common Utilities on the Mesh Parcel.

5. The easements granted herein shall run with the respective lands (the Fenton Parcels and the Mesh Parcel) and be binding upon an inure to the benefit of the parties hereto, their heirs, representatives, executors, administrators, successors, assigns, and their respective tenants, customers, licensees, employees, mortgagees, guests, invitees and visitors.


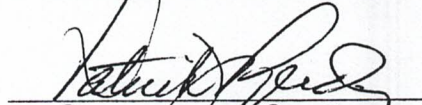
6. Notwithstanding anything contained herein to the contrary, the parties use of any easement granted hereunder shall be entirely at its own risk and each party for itself, its representatives, successors, assigns, agents, employees, licensees, invitees, mortgagees, tenants and guests hereby waives any and all rights, demands or claims of whatever kind or nature it may have at any time against the other party, its employees, agents, licensees, invitees, mortgagees, guests and tenants, for injury to or the death of any person or for damage to or destruction of any property sustained or incurred by that party or any person claiming by, through or under that party, on account of its use and enjoyment of any easement granted hereunder, except for such loss or damage willfully caused by the other party, or its employees, agents, licensees, invitees, mortgagees, guests or tenants.

7. This instrument shall be binding upon and inure to the parties hereto and their heirs, representatives, executors, administrators, successors, assigns, and their respective tenants, customers, licensees, employees, mortgagees, guests, invitees and visitors.

8. This Agreement shall be construed and enforced according to the laws of the State of Michigan.

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

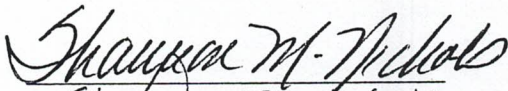
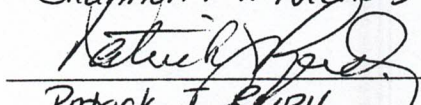
WITNESSES:

  
SHANNON M. NICHOLS  
  
PATRICK J. REIDY

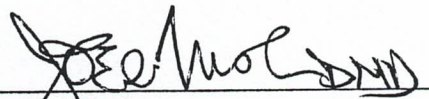
FENTON VENTURE ASSOCIATES LIMITED PARTNERSHIP

By: Talon Development Associates, Inc.,  
General Partner

By:   
Harry G. Kokkinakis, Vice President

  
Shannon M. Nichols  
  
Patrick J. Reidy

MESH INVESTMENTS, LLC

By:   
Joe Mesh  
Its. Member

STATE OF MICHIGAN  
COUNTY OF OAKLAND

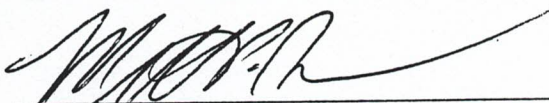
On this 23rd day of December, 1998, before me personally appeared Harry G. Kokkinakis, the Vice President of Talon Development Associates, Inc., the General Partner of Fenton Venture Associates Limited Partnership and said Harry G. Kokkinakis did acknowledge that he executed the above Easement Agreement on behalf of Talon Development Associates, Inc., as General Partner of said partnership.

MATT P. DELECKI  
NOTARY PUBLIC  
LIVINGSTON COUNTY, MI. Notary Public



STATE OF MICHIGAN  
COUNTY OF Oakland MY COMMISSION EXP. 01-17-01

On this 23rd day of December, 1998, before me personally appeared Joe Mesh, a member of Mesh Investments, LLC and said Joe Mesh did acknowledge that he executed the above Easement Agreement on behalf of the LLC.



Notary Public

Drafted by and when  
recorded return to:

MATT P. DELECKI  
NOTARY PUBLIC  
LIVINGSTON COUNTY, MI.

Shannon M. Nichols, Esq.  
Timmis & Inman  
300 Talon Centre  
Detroit, Michigan 48207

MY COMMISSION EXP. 01-17-01

## EXHIBIT A

Unit No. 9 and Unit No. 26, SILVER LAKE VILLAGE CONDOMINIUM, a condominium according to the Master Deed recorded in liber 1551, pages 9121 to 9189, and amended at liber 1552, pages 1054 through 1071 and further amended at liber 1552, pages 1516 through 1523 and liber 3430, pages 604 through 616, and further amended at liber 3685, pages 337-346 and further amended at liber 3997, pages 142-151 Genesee County Records, and designated as Genesee County Subdivision Plan No. 121, with rights in general common elements and limited common elements, as set forth in said Master Deed and as described in Act 59 of Public Acts of 1978, as amended.

## EXHIBIT B

Unit No. 25, SILVER LAKE VILLAGE CONDOMINIUM, a condominium according to the Master Deed recorded in liber 1551, pages 9121 to 9189, and amended at liber 1552, pages 1054 through 1071 and further amended at liber 1552, pages 1516 through 1523 and liber 3430, pages 604 through 616, and further amended at liber 3685, pages 337-346 and further amended at liber 3997, pages 142-151 Genesee County Records, and designated as Genesee County Subdivision Plan No. 121, with rights in general common elements and limited common elements, as set forth in said Master Deed and as described in Act 59 of Public Acts of 1978, as amended.

