

SIGNAGE LICENSE AGREEMENT

THIS SIGNAGE LICENSE AGREEMENT (this "Agreement") is made and entered into this 18th day of December, 2001, between the CITY OF DETROIT, a Michigan public body corporate, acting by and through the Department of Public Works (hereinafter "DPW"), whose address Coleman A. Young Municipal Center, Two Woodward Avenue, Suite 513, Detroit, MI 48226 (the "Grantor"), and LOMBARDO HERITAGE LLC, a Michigan limited liability company, whose address is Suite 200, 6303 Twenty-Six Mile Road, Washington, Michigan 48094 (the "Grantee"), based upon the following:

A. On even date herewith, Grantee has acquired a parcel of real property located in the City of Detroit, County of Wayne, State of Michigan, which is more particularly described on Exhibit A to this Agreement (the "Residential Property").

B. Access to the Residential Property is via the public roadway identified as Piper Avenue, the location of which is more particularly described on Exhibit B to this Agreement (the "City Property").

C. Grantee desires to erect and maintain a landscape island and sign on the Piper Avenue right-of-way at the location depicted and legally described on Exhibit C to this Agreement (the "Sign License Area"), which sign will identify a residential condominium development proposed to be constructed on the Residential Property.

D. Grantor, by City Council resolution adopted August 3, 2001, authorized Curis Enterprises as "Developer" and agent for Grantee to encroach upon the Piper Avenue right-of-way to install, maintain, repair and replace a landscape island and signage in the Sign License Area and Grantor is willing to permit such encroachment subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. GRANT OF LICENSE. Grantor grants to Grantee the exclusive right, privilege and permission to install, maintain, repair and replace a landscape island and signage in the Sign License Area identifying the development on the Residential Property along with a right of access over the City Property to and from the Sign License Area. Grantee shall not be permitted to put any signs in the Sign License Area that do not identify the development on the Residential Property and that do not conform to the sign dimensions, type and style of signage approved in the above referenced City Council approval resolution adopted August 3, 2001 without Grantor's prior written approval, which approval shall not be unreasonably withheld or delayed. This license shall not be assigned or transferred without the written approval of the City Council. Notwithstanding the foregoing, it is understood and agreed that Grantee contemplates, upon completion of the residential condominium project proposed to be constructed on the Residential Property, an assignment of the encroachment rights granted hereunder to a condominium homeowners association proposed to be created to take over responsibility for the development. Upon receipt of Grantee's request for approval of such assignment, Grantor agrees to proceed promptly to obtain such approval, which approval shall not be unreasonably withheld.

2. GRANTEE'S MAINTENANCE AND REPAIR OF SIGN LICENSE AREA. At such times as Grantee's signage is located in the Sign License Area, Grantee shall be responsible for

maintaining, repairing and replacing Grantee's landscape island and signage and any landscaping associated therewith all in good condition and repair. Grantor shall not be required to maintain, repair or replace the Sign License Area or any signage located on the Sign License Area unless damaged by Grantor or its invitees. Grantee shall have the right to trim and remove any vegetation at or in the vicinity of the Sign License Area which interferes with the visibility of Grantee's signage.

3. NO INTERFERENCE WITH VISIBILITY. For so long as this License Agreement remains in effect, Grantor shall not construct, install, place or erect, or cause or permit to be constructed, installed, placed or erected, any structure or improvement on or at the City Property which interferes with access to, or the visibility of, Grantee's signage on the Sign License Area.

4. INDEMNIFICATION. Grantee shall defend, indemnify, protect and hold harmless Grantor, its officers, directors, and employees from and against any and all claims, actions, suits, damages, liabilities, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and disbursements, that arise in connection with the use of the Sign License Area by Grantee or its agents, employees, invitees, licensees, guests or contractors; provided, however, that Grantee shall not be obligated to indemnify Grantor against any claim, action, suit, damage, liability, cost or expense that is caused by the gross negligence or willful act of Grantor or its agents, contractors or employees.

5. TERMINATION FOR GRANTOR'S CONVENIENCE AND ABANDONMENT. It is understood and agreed that this License Agreement is revocable at the will, whim or caprice of the Detroit City Council. It is further agreed that no other rights in the public street or right-of-way shall be considered waived by this grant of permission for encroachment, which is granted expressly on the condition that the sign proposed to be constructed on the Sign License Area shall be removed at Grantee's expense at any time when so directed by the Detroit City Council, in which event Grantee agrees to restore the Sign License Area to a condition satisfactory to the Engineering Division of the DPW at Grantee's sole expense. Grantee hereby waives any right to

claim damages or compensation for removal of said sign or any other improvements made by Grantee to the Sign License Area pursuant to this or any other Agreement and Grantee acknowledges that it has acquired hereunder no privileges, by implication or otherwise, not expressly stated herein. Grantee shall, upon request, execute an instrument confirming termination of this Agreement and the license granted hereunder if the Sign License Area is not used by or ceases to be used by Grantee to identify the development constructed on the Residential Property for a period of one (1) year.

6. NOTICES. All notices, requests, demands, approvals, consents, waivers or other communications under this Agreement must be in writing, signed by the party giving the same, and must be sent by certified or registered mail, return receipt requested, or by a reputable national overnight delivery service, and addressed as follows:

If to Grantor:	Director City of Detroit Department of Public Works Coleman A. Young Municipal Center Two Woodward Avenue, Suite 513 Detroit, MI, 48226
with a copy to:	Director City of Detroit Planning and Development Department 2300 Cadillac Tower Detroit, Michigan 48226
If to Grantee:	Lombardo Heritage LLC Suite 200 6303 Twenty-Six Mile Road Washington, Michigan 48094 Attention: <u>Anthony Lombardo</u>

Notices shall be deemed properly given and received upon the earlier of receipt or refusal to accept receipt. Each party to this Agreement may, by a notice delivered in accordance with the requirements of this Paragraph 6, change the person or persons to whom, and the address to which, notices are sent.

7. BINDING EFFECT. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective heirs, representatives, successors and assigns.

8. GOVERNING LAW. This Agreement shall be interpreted under and governed by the laws of the State of Michigan.

9. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and may not be amended except by a written instrument executed by each party to this Agreement. Any previous agreements or understandings between the parties regarding the subject matter of this Agreement are merged into and superseded by this Agreement. Each Exhibit attached to this Agreement is made a part of this Agreement.

10. CAPTIONS AND CAPITALIZED TERMS. The captions preceding the text of each paragraph of this Agreement are included only for convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are used only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such terms in a context outside of this Agreement.

Grantor and Grantee have signed this instrument as of the date first above written.

Approved as to form by:

CITY LAW DEPARTMENT

By: J. Beckett
Title: Sup. Ass't. Corp. Counsel

GRANTOR: CITY OF DETROIT,
a Michigan public body corporate
acting by and through its Department
of Public Works

By: Walter B. Bunnell
Its: Public Works Department

GRANTEE:

LOMBARDO HERITAGE LLC, a
Michigan limited liability company

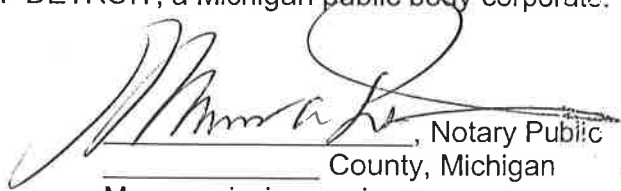
By: [Signature]
Print Name: Anthony Lombardo

Its: MANAGING MEMBER

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 14th day of January, 2007, by Ulysses C. Powell, the Interim Deputy Director of the Department of Public Works for the CITY OF DETROIT, a Michigan public body corporate.



_____, Notary Public
_____ County, Michigan
My commission expires: _____

JOSE T. ABRAHAM
Notary Public, Macomb County, MI
My Commission Expires 11/28/2004

STATE OF MICHIGAN)
) ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 18th day of December, 2001, by Anthony Lombardo, the Managing Member of LOMBARDO HERITAGE LLC, a Michigan limited liability company, on behalf of said company.

ROBERT E. KOENIG
Notary Public, Wayne County, MI
My Commission Expires 12/16/2002


_____, Notary Public
Wayne County, Michigan
My commission expires: 12/16/02

THIS INSTRUMENT WAS DRAFTED BY:

Robert E. Koenig, Esquire
City of Detroit Law Department
660 Woodward Avenue
Suite 1650
Detroit, Michigan 48226
(313) 224-4550

AFTER RECORDING, RETURN TO:

Chris B. Heaphy, Esquire
Miro Weiner & Kramer, P.C.
38500 Woodward Avenue
Suite 100
Bloomfield Hills, Michigan 48304
(248) 258-1215

EXHIBIT A

RESIDENTIAL PROPERTY

(Heritage Condominium Legal Description)

See attached legal description from First Title Corporation Commitment No. 50279-00

****RIDER****

PARCEL A

A part of Private Claims 131, 219 and 689, City of Detroit, County of Wayne and State of Michigan being all of Lots 152 through 158 and Part of Lots 25 through 31 of Block B; also all of Lots 21 through 40, and Lots 135 through 154, and part of Lots 41 and 134 of Block C; also all of Lots 18 through 38 and Lots 133 through 153 and part of Lots 17, 39, 132 and 154 of Block D; also all of Lots 32 through 38 and Lots 131 through 137 of Block E; also all of Lots 33 through 39 of Block F of "JEFFERSON PARK SUBDIVISION OF THE JEFFERSON PARK REALTY COMPANY IN THE CITY OF DETROIT", as recorded in Liber 26, Page 93 of Plats, Wayne County Records; also the *reversionary* interest in that part of Drexel Avenue (60 feet wide), Coplin Avenue (60 feet wide), Piper Avenue (variable width); Eastlawn Avenue (60 feet wide), and public alleys (18 feet wide), all lying within the bounds of this parcel, more particularly described as follows: Commencing at the intersection of the Southerly line of Jefferson Avenue (120 feet wide) and the Westerly line of Newport Avenue (50 feet wide); thence South 28 degrees 56 minutes 36 seconds East, 128.02 feet along said Westerly line to a point on the Southerly line of an 18 foot wide public alley; thence North 57 degrees 54 minutes 34 seconds East, 147.34 feet along said Southerly line and in part of the Northerly line of Lot 4 of Block G to a point in the centerline of an 18 foot wide public alley; thence South 29 degrees 06 minutes 21 seconds East, 771.36 feet along said centerline to a point on the Easterly extension of the Southerly line of Lot 28 of Block G; thence South 61 degrees 04 minutes 00 seconds West, 248.33 feet along said Southerly line extended Westerly to a point on the centerline of an 18 foot wide public alley, said point being the point of beginning; thence South 28 degrees 56 minutes 36 seconds East, 210.00 feet to a point on the Northerly line of Freud Avenue (60 feet wide); thence South 61 degrees 04 minutes 00 seconds West, 467.07 feet along said Northerly line thence North 28 degrees 56 minutes 36 seconds West, 6.00 feet to a point on the Northerly line of Freud Avenue (66 feet wide as widened); thence South 61 degrees 04 minutes 00 seconds West, 496.00 feet along said Northerly line thence North 28 degrees 56 minutes 36 seconds West, 414.00 feet along the Westerly line of Lots 28 through 41 of Block C; thence South 61 degrees 04 minutes 00 seconds West, 190.23 feet along the Southerly line of Lot 152 of Block B and its extension thereof; thence North 28 degrees 56 minutes 36 seconds West, 210.00 feet to a point on the Westerly extension of the Northerly line of Lot 158 of Block B; thence North 61 degrees 04 minutes 00 seconds East, 408.23 feet along said Northerly line and its extension thereof to a point on the Westerly line of Coplin Avenue (60 feet wide); thence North 28 degrees 56 minutes 36 seconds West, 52.00 feet along said Westerly line; thence North 61 degrees 04 minutes 00 seconds East, 294.00 feet along a line 22.00 feet Northerly of and parallel to the Northerly line of Lots 18 and 153 of Block D to a point on the Westerly line of Piper Avenue (64 feet wide);

thence South 28 degrees 56 minutes 36 seconds East, 22.00 feet along said Westerly line; thence South 61 degrees 04 minutes 00 seconds West, 16.00 feet to a point on the Westerly line of Piper Avenue (80 feet wide); thence South 28 degrees, 56 minutes 36 seconds East 450.00 feet along said Westerly line to a point on the Westerly extension of the Northerly line of Lot 32 of Block E; thence North 61 degrees 04 minutes 00 seconds East 467.07 feet along said Northerly line and its extension thereof to the point of beginning.

EXHIBIT B

CITY PROPERTY

(Piper Avenue Right-of-Way south of Jefferson Avenue)

Piper Avenue Right-of-Way (80 feet wide) located south of the intersection of Piper Avenue and East Jefferson Avenue (120 feet wide) as shown on surveyor's drawing of this intersection attached hereto and incorporated herein by reference

← East Jefferson →

SITE BENCH
MARK NO. 6

← Piper Avenue Right-of-Way
(80 ft. wide) →

MOVE HYDRANT

PIPER AVE
PIPER (AVE) REVERE

6' WIDE WALKWAY

6' WIDE WALKWAY

LOT 1

18 FT. WIDE

McDONA
P.O.
CHICAGO

LOT

N 67° 04' 00" E

85' TAPER

VACAT
J.C.D.

N 23

21/52007
P&DD JEFF-CH
65 CADILLAC SQ
DETROIT, MI. 482

P&DD
65 CADILLAC

EXHIBIT C

SIGN LICENSE AREA

Sign License Area approximately 75.00 feet x 10 feet located within the Piper Avenue Right-of-Way (80 feet wide) south of the intersection of Piper Avenue and East Jefferson Avenue (120 feet wide) as shown on surveyor's drawing of this intersection attached hereto and incorporated herein by reference, with approximately 17 feet 4 inches x 2 feet 8 inches of this space to be occupied by Identification Signage approximately 7 feet at its maximum height, with foundations a minimum of 3 feet 6 inches below the grade of street pavement, lying approximately 40 feet (to center) westerly of and parallel to the easterly right-of-way of Piper Avenue (80 feet wide), which line is also the westerly line of Lot 1 of Block E, "Jefferson Park Subdivision of the Jefferson Park Realty Company in the City of Detroit", City of Detroit, Wayne County, Michigan, as recorded in Liber 26, Page 93, Plats, Wayne County Records.



CITY ENGINEERING PERMIT

City of Detroit
 Department of Public Works
 ENGINEERING DIVISION
 Cadillac Tower (313) 224-3935

PERMIT NO.: ENG2002-00041GR
 APPLIED: 1/14/02
 ISSUED: 1/14/02
 EXPIRES:
 BOND NUMBER:
 CHECK NUMBER:

01/14/02 05243
 09:10AM CASHIR 1
 JCC RESOLUT FERM #49.00
 JCC RESOLUT FEE #7.00
 10-0100-0730.10 #.41
 CHECK #56.00

TYPE OF WORK: J.C.C. Resolution
 JOB LOCATION: PIPER AVE. AND E. JEFFERSON

START DATE:
 END DATE:

PROJECT DESCRIPTION: Encroachment Permit for Petition No. 3658

<p><u>OWNER</u> LOMBARDO HERITAGE, LLC. 11850 E. MCNICHOLS DETROIT, MI 48205</p>	<p><u>CONTRACTOR</u> LOMBARDO HERITAGE, LLC. 11850 E. MCNICHOLS DETROIT MI 48205</p>
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Details		Fees			
Detail	No of Days / Sq Ft	Type	Date	Amount Paid	Amount Due
J.C.C. Resolutions		JCC	1/14/02	\$0.00	\$56.00

CONDITIONS
 - This permit is issued subject to the Terms and Conditions of a resolution adopted by Detroit City Council, August 3, 2001, J.C.C. pgs. 2390-2400. The resolution allows for the encroachment of (1) The installation and maintenance of a "Screen Wall" into the north-south public alley, 18 feet wide, (converted to easement) in the block bounded by Newport, Lakewood, Freud and East Jefferson Avenues; (2) The installation and maintenance of a "Landscaped Island and Town House Identification Signage". NOTE: Additional permits will be needed before any work is to begin in the public right-of-way.

As a condition of this permit and in return for receiving it the Permittee agrees to comply with all requirements of the Permit and further agrees to defend, indemnify and save harmless the City of Detroit from all liabilities, obligations, penalties, costs, charges, losses, damages, or expenses which may be imposed upon or asserted against the city by reason of the issuance of this Permit or work done pursuant to it.