

~~21 MAR 30 AM 2:49~~

21 APR-26 AM 1:33

**Bernard J. Youngblood
Wayne County Register of Deeds**

2021199976 L: 56673 P: 581
04/26/2021 01:33 PM AGR Total Pages: 15



~~21 APR 14 AM 0:51~~

**EASEMENT AGREEMENT
FOR JOSEPH CAMPAU GREENWAY
PUBLIC ACCESS AND USE**

EASEMENT AGREEMENT
FOR
PUBLIC ACCESS AND USE

THIS AGREEMENT is made and entered into as of April 16, 2021 by and between **300 RIVER PLACE, LLC**, a Michigan corporation (“**Stroh**”), whose address is 300 River Place, Suite 500, Detroit, Michigan 48207, and **TALON CENTER OWNER LLC**, a Michigan limited liability company (“**Talon**”), whose address is 2550 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48302 (each individually a “**Grantor**“ and collectively the “**Grantors**”), and the **CITY OF DETROIT**, a Michigan municipal corporation (the “**City**” or “**Grantee**”), acting by and through its Department of Public Works, whose address is 2 Woodward Avenue, Ste. 611, Detroit, Michigan 48226.

RECITALS

WHEREAS, Stroh is the owner of the property located at 2690 E. Atwater, Detroit, Michigan, which is more particularly described on Exhibit B attached hereto and made a part hereof (the “**Stroh Property**”), and Talon is the owner of the property located at 3100 Guoin 1B, Detroit, Michigan, which is more particularly described on Exhibit C attached hereto and made a part hereof (the “**Talon Property**”);

WHEREAS, the Grantee desires an easement (the “**Easement**”) across portions of the Stroh Property and the Talon Property, which portions of the Stroh Property and Talon Property are more particularly described on Exhibit A attached hereto and made a part hereof (the “**Easement Area**”); and

WHEREAS, each of the Grantors has agreed to grant the Grantee a permanent easement for the purpose of constructing, maintaining and preserving open space and establishing a public recreational pathway and trail that will connect with previously established and planned public spaces (the “**Joseph Campau Greenway**” and the “**Detroit RiverWalk**”); and

NOW THEREFORE, in consideration of the foregoing premises and of the covenants, agreements, and conditions contained herein, it is mutually agreed as follows:

AGREEMENT

1.01 **Grant of Easement; Easement Area.** Subject to the terms and conditions herein, the Grantors each grants and conveys to the Grantee a permanent, perpetual easement over its respective portion of the Easement Area, for the purpose of establishing, constructing, operating,

and maintaining a public recreational pathway and trail across the Easement Area for public use. Grantors will convey to the City all improvements, fixtures and appurtenances thereon, and all easements, rights and except as otherwise provided herein, and any other rights that benefit the Easement Area.

1.02 **Improvements.** Grantee may from time to time construct, modify, replace, expand, contract, or otherwise install and/or change recreational improvements over, under, in, along, across, and upon the Easement Area consistent with the proposed use of the Easement (the “**Improvements**”), as described in the above Recitals. Grantee shall at all times keep, maintain and repair the Easement Area and all Improvements in a clean, neat and safe condition, all at Grantee’s sole cost.

1.03 **Temporary Easement.** Each of the Grantors hereby grants a temporary easement to enter upon those portions of the land of Grantors approved in advance by Grantors, during the construction period and from time to time thereafter, solely and exclusively for construction purposes, including removing and relocating monuments, relocation or disposal of trees, shrubs and other vegetation and debris within the Easement Area, as necessary and reasonably related to the construction of the Improvements; provided, however, that Grantee shall not interfere with access to or use of Grantors property. Promptly after completion of construction, Grantee shall, at its sole cost, restore any areas within the temporary easement utilized by Grantee to a condition substantially the same as that which existed prior to Grantee’s use of such easement area.

1.04 **Reserved Rights.** Grantors hereby expressly reserves the right of ownership, use and occupancy of the Easement Area insofar as said ownership, use and ownership does not violate, burden or interfere with the rights granted to Grantee in this Agreement. Grantors may not construct a permanent building or other permanent structures within the Easement Areas, other than the Public Lighting Authority light pole to be installed within or near the Easement Area (the “**Public Lighting Authority Easement**”) as described in **Exhibit B.** Grantors may not erect or maintain any permanent fences, planters, other similar landscape elements or other improvement in the Easement Areas which may in any way materially impede or impair access to the connecting Joseph Campau Greenway or the RiverWalk areas.

1.05. **Representations and Warranties.** Each Grantor represents and warrants to Grantee that: (a) it has the power, title and interest to make the within grant of Easement to Grantee; and (b) such grant of Easement and any rights granted under this Agreement may be enjoyed and utilized by Grantee pursuant to the terms hereof.

1.06 **Notice.** All notices, requests, consents, claims, demands and other communication under this Agreement must be in writing and will be deemed to have been properly given or served and will be effective only upon personal delivery, nationally recognized overnight courier, facsimile or email of a PDF document with confirmation of transmission, or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has strictly complied with the requirements of this Section.

To the Grantors: 300 River Place, LLC
 300 River Place

Suite 500
Detroit, Michigan 48207

Talon Center Owner LLC
2550 Telegraph Road, Suite 200
Bloomfield Hills, Michigan 48302

With a copy to: Mark K. Tuttle
c/o 300 River Place, LLC
300 River Place
Suite 500
Detroit, Michigan

Mark Rubenfire
c/o Jaffe, Raitt, Heuer & Weiss
27777 Franklin Road, Ste. 2500
Southfield, Michigan 48034

To the City City of Detroit
Department of Public Works
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 611
Detroit, MI 48226

And to: City of Detroit Law Department
Transaction and Development Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, MI 48226

1.09 **Miscellaneous.**

A. **Default and Remedies.** In the event any party breaches its duties and obligations hereunder and does not remedy same within thirty (30) days after receipt of written notice of such breach from the other party (or such additional time as is reasonably necessary so long as such party is diligently attempting to remedy the stated breach), then a non-defaulting party may seek all available legal or equitable remedies, including specific performance; provided, however, in no event and under no circumstances may a party to this Agreement seek or be entitled to money damages from any other party to this Agreement, no matter the cause of action or legal theory.

B. **Assignment.** Except as otherwise contemplated in Section 1.09.G., below, neither party may assign its rights nor delegate its obligations under this Agreement without the consent of the other party, such consent may not be unreasonably withheld.

C. **Governing Law:** This Agreement will be governed by and construed under the laws of the State of Michigan.

D. Counterparts: This Agreement may be executed in several counterparts, each of which may be deemed an original and all of which counterparts together will constitute one and the same instrument.

E. Construction: Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same may not apply a presumption that the terms hereof will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

F. Integration: This Agreement supersedes all prior discussions and agreements between the parties with respect to the transactions contemplated herein and constitutes the sole and entire agreement between the Grantors and the Grantee with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both the Grantors and the Grantee.

G. Assignments and Successors: This Easement and the rights hereunder shall run with the land. This Agreement will inure to the benefit of and bind the parties hereto and their respective legal representatives, successors and permitted assigns.

H. Severability: In case one or more of the provisions contained in this Agreement may for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provisions hereof and this Agreement may be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Agreement.

I. Time of the Essence. Time is of the essence of this Agreement.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of this 16 day of April, 2021

300 RIVER PLACE, LLC

By: Mark Tuttle
Print Name: Mark Tuttle
Its: Vice President

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on April 15th, 2021 by Mark Tuttle, the Vice President of 300 River Place LLC, a Michigan limited liability company, on behalf of said LLC.

By: [Signature]
Print: Stephen C. Johnston
Notary Public, Wayne County, Michigan
My commission expires: 05/13/2021
Acting in the County of Wayne

TALON CENTER PROPERTIES OWNER LLC

By: _____
Print Name: Matthew B. Lester
Its: Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____ by _____, the _____ of Talon Center Properties Owner LLC, a Michigan limited liability company, on behalf of said LLC.

By: _____
Print: _____
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the County of _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of this ___ day of April, 2021

300 RIVER PLACE, LLC


By: _____
Print Name: Mark Tuttle
Its: Vice President

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)


The foregoing instrument was acknowledged before me on _____ by _____, the _____ of 300 River Place LLC, a Michigan limited liability company, on behalf of said LLC.

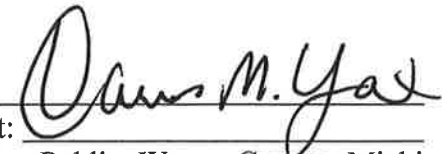
By: _____
Print: _____
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the County of _____

TALON CENTER ~~PROPERTIES~~ OWNER LLC


By: _____
Print Name: Matthew B. Lester
Its: Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF ~~WAYNE~~ Oakland REV

The foregoing instrument was acknowledged before me on April 16, 2021 by Matthew B. Lester, the Manager of Talon Center ~~Properties~~ Owner LLC, a Michigan limited liability company, on behalf of said LLC. 

By: 
Print: _____
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the County of _____

DAWN M. YAX
NOTARY PUBLIC, WAYNE COUNTY, MI
MY COMMISSION EXPIRES AUGUST 20, 2021
ACTING IN OAKLAND COUNTY

**THE CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS**

By: [Signature]
Its: Director Ron Brundidge

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on April 16, 2021 by _____
Ron Brundidge, the Director of City of Detroit,
Department of Public Works, and on behalf of the City of Detroit, a Michigan municipal
corporation.

By: [Signature]
Print: Myria Ross
Notary Public, Wayne County, Michigan
My commission expires: 9-3-2024
Acting in the County of Wayne

MYRIA ROSS Notary Public, State of Michigan County of Wayne My Commission Expires Sep. 03, 2024 Acting in the County of _____

**CITY OF DETROIT
LAW DEPARTMENT**
Approved by as to form pursuant to
7.5-206 of the 2012 Detroit City Charter

By: [Signature]
Its: Barbara W. Goldman
LA. CORP. COUNCIL

EXHIBIT "A"

STROH PROPERTY LEGAL DESCRIPTION

EXHIBIT A

STROH PROPERTY LEGAL DESCRIPTION

EASEMENT NO. 8 (PARCEL 8)
For Ingress, Egress, Utilities, Drainage and any other uses
deemed necessary by consenting parties.

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

A parcel of land of part of the "Theo. J. & Dennis J. Campau
Plat of Subdivision of Private Claim 609, Jos. Campau Estate"
recorded in Liber 2 of Plats, Page 1, Wayne County Records,
more particularly described as follows: Commencing at the
intersection of the southerly line of Atwater Street (50 feet
wide) and the westerly line of Joseph Campau Avenue
(presently 69.65 feet wide);

thence South 26 degrees 07 minutes 00 seconds East along
the westerly line of Joseph Campau Avenue, a distance of
155.88 feet to the Point of Beginning, also being the
northwesterly corner of the vacated portion of Joseph Campau
Avenue (69.65 feet wide);

thence continuing South 26 degrees 07 minutes 00 seconds
East along the westerly line of vacated Joseph Campau Avenue,
a distance of 281.70 feet to the United States Harbor Line;

thence North 61 degrees 37 minutes 28 seconds East along
the United States Harbor Line, a distance of 69.70 feet to
a point on the easterly line of vacated Joseph Campau Avenue;

thence North 26 degrees 07 minutes 00 seconds West along
the easterly line of vacated Joseph Campau Avenue, a distance
of 283.29 feet to a point on the northerly line of vacated
Joseph Campau Avenue;

thence South 60 degrees 19 minutes 18 seconds West along
the northerly line of vacated Joseph Campau Avenue, a
distance of 69.78 feet to the Point of Beginning. Containing
0.4517 acres.

LEGAL EASEMENT

Correct

Basil Sarim, P.S



6-13-2019

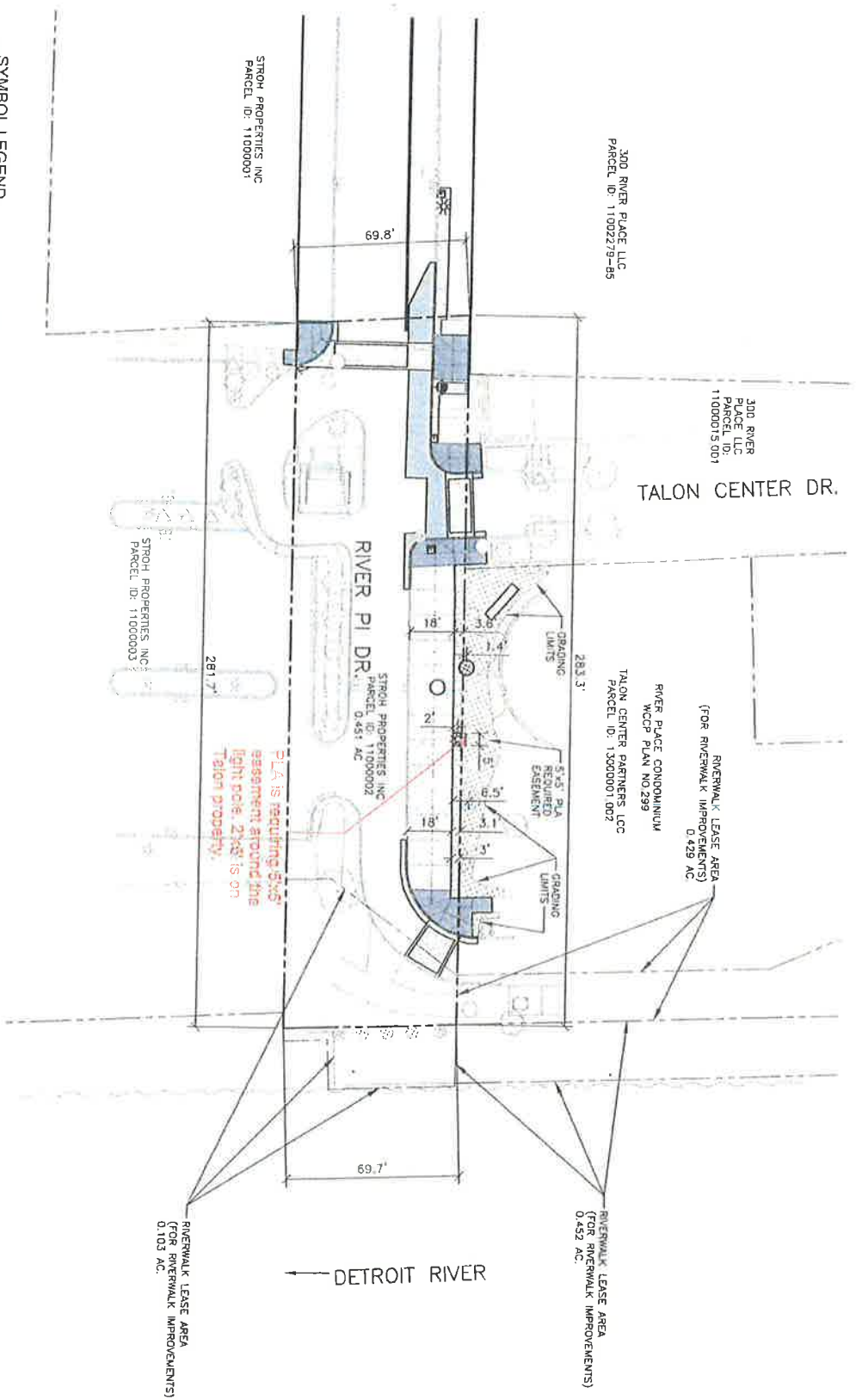
EXHIBIT "B"
TALON PROPERTY LEGAL DESCRIPTION

Exhibit B

TALON PROPERTY LEGAL DESCRIPTION

Unit 1B, Block A, RIVER PLACE CONDOMINIUM, according to the Master Deed in Liber 24859, Page(s) 95 through 172, inclusive, amended by First Amendment to Master Deed recorded in Liber 24978, Page(s) 834 through 845, inclusive, and amended by Second Amendment to Master Deed recorded in Liber 25045, Page(s) 189 through 197, inclusive, and amended by Third Amendment to Master Deed recorded in Liber 29732, Page(s) 1240 through 1255, inclusive, and amended by Fourth Amendment to Master Deed recorded in Liber 32211, Page(s) 1 through 14, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 299, together with rights in general common elements and limited common elements, as set forth, in the above Master Deed and Amendments and as described in Act 59 of the Public Acts of 1978, as amended.

EXHIBIT C
SURVEY MAP



SYMBOL LEGEND

	ASPHALT PAVEMENT		8" SIDEWALK/RAMP		SOD
	CONCRETE PAVEMENT		6" THICK CONCRETE SIDEWALK		LIGHT POLE
	UNIT PAVER CROSSWALK		DETECTABLE WARNING SURFACE		HANDHOLE
			FIRE HYDRANT		BEEHIVE INLET

EXHIBIT

SCALE: 1" = 40'

0 20 40

NORTH

Drafted by:

Cheryl Smith-Williams, Esq.
City of Detroit Law Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 500
Detroit, Michigan 48226

Return to:

City of Detroit Law Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 500
Detroit, Michigan 48226
Attn: Property Section