commit the Company to the conditions, obligations, stipulations, and undertakings contained in the Agreement entered into between the City of Detroit and the Company for the one hundred and forty four (144) month term for an Industrial Facilities Exemption Certificate and that all necessary corporate approvals have been obtained in relationship thereto.

In witness thereof, I have set my hand this 7th day of November, 2001

CORPORATE SEAL

(if any) Signature

BÖNNIE WILKINSON

Corporate Secretary

Adopted as follows:

Yeas — Council Members Cleveland, K. Cockrel, Jr., S. Cockrel, Everett, Hood, Mahaffey, Scott, Tinsley-Talabi, and President Hill — 9.

Nays — None.

Department of Public Works City Engineering Division

November 20, 2001

Honorable City Council:

Re: Skywalk linking Millender Center and Renaissance Center.

The City of Detroit ("City"), the City of Detroit Downtown Development Authority ("DDA"), and Riverfront Holdings, Inc. ("RHI"), as successor in interest to Millender Center Associates and Renaissance Center Ventures, Inc. are parties to several agreements governing the construction, maintenance, repair, replacement and removal of the skywalk linking the Millender Center and the Renaissance Center ("Skywalk"). The City, RHI and the DDA are also parties to a certain Infrastructure Improvements Development Agreement dated as of April 30, 1999 ("Development Agreement").

The Development Agreement allows RHI, land holding company of General Motors, to remove the mechanical berms along the south line of Jefferson Avenue as part of its redevelopment of the Renaissance Center, which includes the construction of a pedestrian plaza. The west berm presently acts as structural support to the Skywalk. The Development Agreement provides that RHI shall amend the Skywalk agreements requiring RHI to provide adequate structural support for the Skywalk in place of the berms.

Attached for your consideration is a resolution authorizing the City to enter into and execute an amendment to the Skywalk agreements for the aforementioned purpose.

Respectfully submitted, SUNDAY JAIYESIMI City Engineering

City Engineering Division — DPW By Council Member Tinsley-Talabi:

Whereas, The City of Detroit (the "City"), the City of Detroit Downtown

Development Authority (the "DDA"), and Riverfront Holdings, Inc. ("RHI"), as successor in interest to Millender Center Associates and Renaissance Center Ventures, Inc. are parties to several agreements (the "Skywalk Agreements") governing the construction, maintenance, repair, replacement and removal of the skywalk linking the Millender Center and the Renaissance Center (the "Skywalk"); and

Whereas, The City, the DDA and RHI are parties to a certain Infrastructure Improvements Development Agreement dated as of April 30, 1999 (the "Development Agreement"); and

Whereas, The Development Agreement provides that the parties to the Skywalk Agreements amend the Skywalk Agreements to permit removal of the west berm and provide alternative structural support; and

Whereas, The City, the DDA and RHI wish to enter into such an agreement to amend the Skywalk Agreements for such purpose, therefore be it

Resolved, The Director of the Finance Department is authorized to enter into and execute such amendment to the Skywalk Agreements providing for its structural support,

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

Adopted as follows:

Yeas — Council Members Cleveland, K. Cockrel, Jr., S. Cockrel, Everett, Hood, Mahaffey, Scott, Tinsley-Talabi, and President Hill — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 29) per motions before adjournment.

Department of Public Works City Engineering Division

November 17, 2001

Honorable City Council:

Re: Petition No. 3713 — General Motors Corporation/Riverfront Holdings, Inc., dedication of land for St. Antoine and Atwater Street(s).

Petition No. 3713 of "General Motors Corporation/Riverfront Holdings, Inc." (RHI), requests City Council to accept conveyance and dedication of rights-of-way for the widening of St. Antoine Street, 50 feet wide, to 81 feet wide, between Franklin an Atwater Street(s) and the new Atwater Street, between St. Antoine and Rivard Street(s). The dedication(s) shall be made and accepted pursuant to the terms and conditions of the Dedication Agreement(s).

The City Engineering Division — DPW/Street Design Bureau and the Traffic Engineering Division of DPW approved the request. The petition was referred to the City Engineering Division

 DPW for investigation (utility review) and report. This is our report.

City Council is requested to accept the deed and street opening for public purposes; provided said property complies with the requirements of Detroit codes and ordinance No. 29-94, Detroit Code Sections 2-1-11 through 2-1-15 also known as the "Environmental Review Guidelines", and that the fee owner submit a properly executed deed with warranty against Grantor's acts; proof of lien-free ownership; proof of paid Wayne County taxes and proof of paid Detroit property taxes.

All other city departments and privately owned utility companies have no objections to the requested change in public rights-of-way.

An appropriate resolution is attached for consideration by your Honorable Body.

Respectfully submitted,

SUNDAY JAIYESIMI City Engineer

City Engineering Division — DPW By Council Member Tinsley-Talabi:

Whereas, Petition No. 3713 of Riverfront Holdings, Inc. (RHI), requests that the City of Detroit agrees to accept conveyance and dedication of, a right-of-way within the areas designated and described as Areas W and X in Exhibit A of the "St. Antoine Street Dedication Agreement" attached hereto as an addition to the public right-of-way known as St. Antoine Street (such areas being referred to in the Agreement as the "Second Additional St. Antoine Street Right-Of-Way"). Also, RHI requests that the City of Detroit agrees to accept conveyance and dedication of, a right-of-way within the areas designated and described as Areas R, S, T and Z in Exhibit A of the "Atwater Street Dedication Agreement" attached hereto as an addition to the public right-of-way known as Atwater Street (such areas being referred to in the Agreement as the "Relocated Atwater Street Right-Of-Way") and within the areas designated and described as Areas U and V in Exhibit A attached hereto (such areas being referred to in the Agreement as the "Additional St. Antoine Street Right-Of-Way") for the public street purposes; and

Whereas, The dedication(s) shall be made and accepted pursuant to the terms of the Dedication Agreement(s); and

Whereas, This Honorable Council believes acceptance of such dedication(s) to be in the public interest.

Therefore, Be It Resolved, That this Honorable Council hereby authorizes acceptance of dedication of the Dedication Area(s) as a public rights-of-way under the following conditions:

Provided, That conveyance of the Dedication Area to the City be made by Deed with warranty against Grantors acts

and that Petitioner provide to the City a policy of title insurance, acceptable to the Law Department, insuring title to the Dedication Area(s) as vested in the City in amounts as provided in the Dedication Agreement(s); and

Provided, That all taxes with respect to property of which the Dedication Area(s) is a part shall be paid and proof thereof furnished to the Law Department; and

Provided, That proof of compliance with Detroit Ordinance No. 29-94, Detroit Code Sections 2-1-11 through 2-1-15 also known as the Environmental Review Guidelines, is furnished to the Law Department; and

Provided, That funds and/or a bond or other assurance acceptable to City Engineering Division to pay all expenses for improvements to be made to the Dedication Area be deposited with or provided to the City Engineering Division.

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

Adopted as follows:

Yeas — Council Members Cleveland, K. Cockrel, Jr., S. Cockrel, Everett, Hood, Mahaffey, Scott, Tinsley-Talabi, and President Hill — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 30) per motions before adjournment.

Department of Public Works City Engineering Division

November 20, 2001

Honorable City Council:

Re: Petition No. 3713B — Riverfront Holdings, Inc., requesting to vacate, amend and grant certain Permanent and New Temporary Easements for streets lying within Renaissance Center Phases I and II, currently the site of the GM Global Headquarters and the East Riverfront Area.

Petition No. 3713B of "Riverfront Holdings, Inc.," a Delaware corporation having its principal place of business at 200 Renaissance Center, Suite 1300, Detroit, Michigan 48243 ("RHI") requests to vacate, amend and grant certain Permanent and New Temporary Easements for streets lying within Renaissance Center Phases I and II, currently the site of the GM Global Headquarters and the East Riverfront Area.

To develop properties in the Renaissance Center Project area it is necessary to obtain Council approval for numerous adjustments in streets. This phase will address the following:

(1) Modification to Agreement and Grant of Easement for Permanent Easement Streets, by and between Renaissance Center Partnership and the City dated November 15, 1974 recorded

Liber-31063 Page-138 200029257 1/21/2000 F.E. Youngblood, Wayne Co. Register of Deeds RDLEWSEL

DEDICATION AGREEMENT

This Agreement is made as of the 22 rd day of November, 1999, by and among RIVERFRONT HOLDINGS, INC., a Delaware corporation having its principal place of business at 200 Renaissance Center, Suite 1300, Detroit, MI 48243 ("RHI"), CIBC Inc., a Delaware corporation ("CIBC Inc.") having its principal place of business at 425 Lexington Avenue, New York, NY 10017, and the CITY OF DETROIT, a Michigan municipal corporation, the address of which is Coleman A. Young Municipal Center, Two Woodward Avenue, Detroit, MI 48226 (the "City").

RECITALS

- A. RHI is the owner of certain parcels of land situated in the City of Detroit shown in Exhibit 2.1 attached to this Agreement which include, among others, Parcel 1 (GTWRR), Parcel 2 (GTWRR), Parcel 3 (GTWRR), Parcels 7 & 8, Parcel D, a portion (designated Area R herein) of Parcel E, and certain land within an area designated in Exhibit 2.1 as "Atwater Street Easement" adjoining Parcel C (designated Areas U, V and Z herein) (collectively, the "RHI Parcels"). CIBC Inc. is the owner of Parcel 6 and Parcel C as shown and described in Exhibit 2.1 attached to this Agreement (collectively, the "CIBC Parcels"). RHI and CIBC Inc. are collectively referred to in this Agreement as the "Owners" of the RHI Parcels and the CIBC Parcels, respectively.
- B. RHI, CIBC and the City are parties to a certain Infrastructure Improvements Development Agreement dated as of April 30, 1999 (the "Development Agreement) with respect to development of infrastructure in a Project Area including the properties described in Exhibit 2.1.
- C. Under the terms of the Development Agreement, RHI has agreed to dedicate areas within the Project Area for new public rights of way. Also pursuant to the Development Agreement, RHI has the power and authority to execute instruments on behalf of CIBC Inc. to dedicate areas within the Project Area for new public rights of way.
- D. Further to the Development Agreement, upon petition of RHI and CIBC the City Council has by resolution dated November 19,1999, caused to be vacated that portion of the public street known as Atwater Street between the easterly right of way line of St. Antoine Street

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and the westerly right of way line of Rivard Street, and ownership of the vacated right of way of Atwater Street has vested in RHI and CIBC Inc. as adjacent owners.

As a condition to the vacation of that portion of Atwater Street described in the City Council resolution referred to in Recital D above, the City has required the Owners of the land within the proposed right-of-way for relocated Atwater Street as described in this Agreement and for extension of St. Antoine Street to agree to dedicate new rights-of-way for a relocated Atwater Street between the westerly line of St. Antoine Street, as extended southerly, and the westerly line of Rivard Street and for a southern extension of St. Antoine upon the occurrence of certain future events, and the Owners are willing to agree to do so as to their respective interests in the Parcels.

AGREEMENT

In consideration of the foregoing Recitals, which are made a part of this Agreement, and the covenants and agreements contained herein, the parties agree as follows:

- RHI and CIBC Inc. hereby agree to grant, convey and dedicate, without compensation or further consideration, unto the City and the public, and the City hereby agrees to accept conveyance and dedication of, a right-of-way within the areas designated and described as Areas R, S, T and Z in Exhibit A attached hereto (such areas being referred to in this Agreement as the "Relocated Atwater Street Right-of-Way") and within the areas designated and described as Areas U and V in Exhibit A attached hereto (such areas being referred to in this Agreement as the "Additional St. Antoine Street Right-of Way") for the purpose of providing public access and passage of vehicular traffic and pedestrians and the presence of utility lines and facilities, upon the occurrence of conditions stated herein. The dedication shall be made and accepted pursuant to the terms of the Development Agreement, the terms of which shall prevail over the terms of this Agreement in the event of conflict.
- The form of and procedure for conveyance and dedication of the Relocated Atwater Street Right-of-Way and Additional St. Antoine Street Right-of Way shall be as prescribed by the City for all such purposes; provided, however, that the conveyance shall be in the form of deed with warranty against the acts of the grantors and any subsequent owner only, and not by general warranty deed, further provided, however, that at the time of the conveyance, the City shall be provided, at the expense of the RHI, with an ALTA Owner's Policy of Title Insurance, issued by a title insurer reasonably acceptable to the City in the amount of \$3,000,000.00, insuring the City as the insured party as owner of marketable title to the Relocated Atwater Street Right-of-Way and Additional St. Antoine Street Right-of-Way free and clear of all claims, interests and encumbrances.
- RHI represents and warrants that it has the sole right and authority in its own behalf as owner of the RHI Parcels and in behalf of CIBC Inc. as owner of the CIBC Parcels as to the land within which the Relocated Atwater Street Right-of-Way and Additional St. Antoine

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Liber-31063 Page-140 Street Right-of-Way lie to enter into and to perform this Agreement; and that by virtue of the consent and subordination of Canadian Imperial Bank of Commerce to the Development Agreement no further approvals or consents of any person having any interest in the land are required as a condition of the performance of this Agreement by RHI to carry out and fulfill its purpose.

- 4. The Owners shall convey to the City the Owners' interest in utility lines, if any, located within Relocated Atwater Street Right-of-Way and Additional St. Antoine Street Right-of-Way as a part of the dedication. To the extent such utility lines are of the type normally maintained and repaired by the City when installed in dedicated public streets, the City shall undertake the maintenance and repair thereof. The Owners shall have the right to tap into all such utilities without any cost or expense to the Owners except usual inspection fees normally charged by the City in similar circumstances. The right of the Owners to tap into such utilities shall be limited to the designated capacity of the respective utilities lines and conduits as established by appropriate City departments.
- 5. The dedication of the Relocated Atwater Street Right-of-Way and Additional St. Antoine Street Right-of-Way shall be made upon the first to occur of:
- (i) The request of RHI when it is able to deliver exclusive possession of the Relocated Atwater Street Right-of-Way and the Additional St. Antoine Street Right-of-Way to the City, provided that all conditions of the Development Agreement precedent therefor have been and are being met and satisfied, or
 - (ii) January 1, 2002.

The fact that dedication is required to occur not later than January 1, 2002 does not and shall not relieve RHI of the obligations of Developer under the Development Agreement with respect to those conditions for dedication which are required under the Development Agreement to be performed at or prior to the time of the dedication.

- 6. Upon dedication of Areas U, V and Z, the terms of the Agreement and Grant of Easement for New Temporary Easement Streets dated as of February 1, 1977 and recorded in Liber 19791 Page 595, Wayne County Records (the "New Temporary Streets Easement") shall have be of no further force and effect as to such Areas, and the New Temporary Streets Easement shall be amended by a recordable instrument executed by the parties so stating.
- 7. This Agreement shall inure to and be binding upon the successors and assigns and respective parties hereto, and shall run with Parcels C, D, 6, 7 & 8 and those portions of Parcel E and the Atwater Street Easement referred to in Recital A to this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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Liber-31063 Page-141 IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written. In presence of: RIVERFRONT HOLDINGS, INC., a Delaware corporation Its: STATE OF MICHIGAN

THIS INSTRUMENT was acknowledged before me on November 22,1999, by

)ss.

COUNTY OF WAYNE

Inc., a Delaware corporation, on behalf of said corporation. of Riverfront Holdings,

JULIE MARIE GUC NOTARY PUBLIC - MACOMB COUNTY, MI MY COMMISSION EXPIRES 02/21/00

Name: Notary Public

County, Michigan

Macondo My Commission Expires: 2/21/00 RIVER FRONT HOLDINGS, INC. a Delaware corporation, as Attorney-in-fact for CIBC Inc., a Delaware corporation

LAWRENCE P. BELTZ	Name: John K Blenchard
RAMO U. SCHATZ	Its: VP
STATE OF MICHIGAN)ss.	
COUNTY OF WAYNE)	before me on November 23,1999, by of Riverfront Holdings, for CIBC Inc., a Delaware corporation, on
	NOTARY PUBLIC - MACOMB COUNTY, MI MY COMMISSION EXPIRES 02/21/00 Name: Marie Marie Marie Musie Motary Public
	My Commission Expires: 2/21/00

CITY OF DETROIT, a Michigan municipal corporation Name: Sunday Jaiyesimi Its: City Engineer STATE OF MICHIGAN)ss. COUNTY OF WAYNE 2000 THIS INSTRUMENT was acknowledged before me on January 7 by Jaiyesimi, the City Engineer of City ,1999, by Sunday Jaiyesimi of City of Detroit, a Michigan municipal corporation, on behalf of said corporation. Name: JAMES Notary Public WATHE County, Michigan My Commission Expires: 12-8-2002 Approved as to form: Spv. Assistant Corporation Counsel

Liber-31063

Page-143

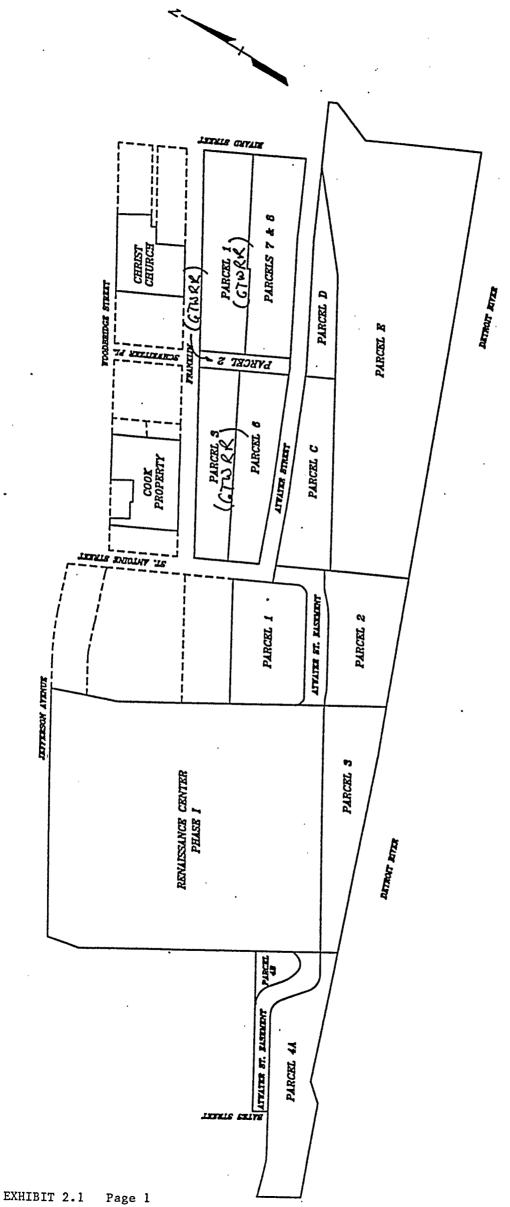
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Page-144

This instrument drafted by and when recorded return to:

William B. Dunn, Esquire Clark Hill PLC 500 Woodward, Suite 3500 Detroit, MI 48243



LEGAL DESCRIPTION

CITY OF DETROIT

Description of the Southerly part of FMPI lands bounded by Franklin Street Permanent Easement Street, St. Antoine Street, Atwater Street New Temporary Easement Street and Renaissance Center—Phase I: A parcel of land in the City of Detroit, Wayne County, Michigan, being part of vacaded Atwater Street (50 feet wide), lying Westerly St. Antoine Street (50 feet wide), and of Private Claim 2, both Northerly of sold vacaded Atwater Street Westerly of St. Antoine Street (and St. Antoine Street extended), more particularly described as follows: Commencing at the intersection of the Southerly line of Jefferson Avenue, (210 feet wide), with the Westerly line of Randolph Street (as established in the Governor and Judges Plan); thence along sold Southerly line of Vefferson Avenue, North 59 degrees 49 minutes 57 seconds East, 835,99 feet to the Northeasterly corner of Renaissance Center—Phase I; thence along the Easterly line of Renaissance Center—Phase I; thence continuing along the Easterly line of Renaissance Center—Phase I; South 19 degrees 52 minutes 47 seconds East, 201.57 feet; thence continuing along the Easterly line of Renaissance Center—Phase I, South 30 degrees 10 minutes 03 seconds East, 327.48 feet to a point of beginning; thence North 59 degrees 49 minutes 57 seconds East, 371.58 feet to the Westerly line of St. Antoine Street (50 feet wide); thence along sold Westerly line of St. Antoine Street and the Westerly line of Atwater Street New Temporary Easement Street (as identified in Exhibit E of "Addendum to Agreement and Gront of Easement for New Temporary Easement Street.", recorded in Liber 19957, Page 210, et seq., Wayne County Records), South 26 degrees 05 minutes 38 seconds East, 192.45 feet to a point of curve; thence continuing along the line of Atwater Street New Temporary Easement Street, long the Arc of a curve to the right having a Radius of 30.50 feet, Central Angle 85 degrees 55 minutes 35 seconds und Chord bearing South 16 degrees 52 minutes 09 seconds West, 41.57 feet, a distance of 45.74 feet

point of beginning. Together with a means of ingress and egress more

particularly described as follows: Description of the Northerly part of the "Atwater Street" Easement
Easterly of Renalissance Center—Phase I: The Northerly part of the "Atwater Street" Easement
Included as a New Temporary Easement Street in "Addendum to Agreement and Grant of Easement
for New Temporary Easement Streets", recorded in
Liber 19957, Page 210, et seq., Wayne County Records, in the City of Detroit, Wayne County,
Michigan, more particularly described as follows: Commencing at the intersection of the Southerly
line of Jefferson Avenue (210 feet wide), with the Westerly line of Randolph Street, (as established in
the Governor and Judges Plan); thence along said Southerly line of Jefferson Avenue, North 59
degrees 49 minutes 57 seconds East, 836.99 feet to the Northerstyric corner of Renalissance
Center—Phase I; thence along the Easterly line of Renalissance Center—Phase I; thence along the Easterly line of Renalissance Center—Phase I; South 30 degrees 10 minutes 03 seconds East, 527.39 feet to the Northerly line of
"Atwater Street" Easement and a point of beginning; thence along sold Northerly line of "Atwater
Street" Easement, on the Arc of curve to the left not tangent to the preceding course having
Radius of 44.50 feet, Central Angle 34 degrees 19 minutes 34 seconds and Chord bearing South 69
degrees 15 minutes 15 seconds East, 26.26 feet, a distance of 26.65 feet; thence not tangent to
the preceding curve, continuing along the Northerly line of "Atwater Street" Easement, North 59
degrees 49 minutes 15 seconds East, 311.03 feet to point of curve; thence continuing along the
Northerly line of "Atwater Street" Easement, North 59
degrees 52 minutes 09 seconds East, 41.57 feet, a distance of 45.74 feet to a point of tangency;
thence continuing along the Northerly line of "Atwater Street" Easement, North 26
degrees 52 minutes 09 seconds East, 41.57 feet, a distance of 45.74 feet to a point of tangency;
thence continuing along the North

Description of that part of PMP lands lying South of "Attentor Street" Easement and East of the Earlerly line of Renaissance Center-Phase I extended Southerly. Commencing at the intersection of the Southerly line of Jefferson Arenue (210 feet wide) with the Western Line of the Intersection of the Southerly line of Jefferson Arenue (210 feet wide) with the Western Line of Jefferson Arenue (210 feet wide) with the Western Line of Southerly line of Jefferson Arenue (210 feet wide) and Southerly line of Jefferson Arenue (210 feet wide) and Southerly line of Jefferson Line of Southerly line of Agrees 10 minutes 03 seconds East, 202 minutes 47 seconds East, 202 minutes 47 seconds East, 202 minutes 47 seconds East, 202 minutes 10 seconds East, 202 minutes 10 seconds East, 202 minutes 10 seconds East, 1, 350 feet loss south 50 degrees 10 minutes 103 seconds East, 1, 350 feet loss south 50 degrees 10 minutes 103 seconds East, 1, 350 feet loss of Complete of Market 10 seconds East, 1, 350 feet loss of Complete of Market 10 seconds East, 1, 350 feet loss of Complete of Market 10 seconds East, 1, 350 feet loss of Complete of Market 10 seconds East, 1, 351 feet los opined course the East 10 seconds East, 1, 351 feet los opined course the East 1, 352 feet los opined course the East 1, 352 feet los opined course the East 1, 352 feet loss of Market 10 seconds East, 1, 352 feet loss of East

PARCEL 3:

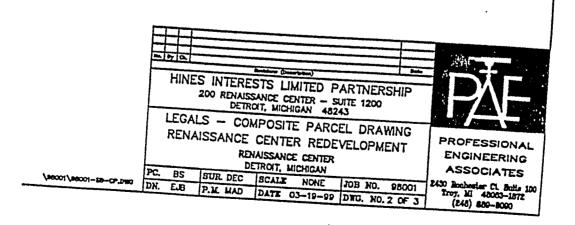
A parcel of land in the City of Detroit, Wayne County, Michigan, more particularly described as follows: Commencing at the intersection of the Southerly line of Jofferson Avenue (210 feet wide) with the Westerly line of Randolph Street (as established in the Governor and Judges Pian); thence along sold Southerly line of Jofferson Avenue, North 59 degrees 49 minutes 57 seconds East, 96.50 feet to the Northwesterly corner of Renaissance Center—Phase I; thence along the Westerly line of Renaissance Center—Phase I; seconds East, 97.41 feet; thence continuing along the Westerly line of Renaissance Center—Phase I, South 30 degrees 10 minutes 03 seconds East, 714.16 feet to the Southwesterly corner of Renaissance Center—Phase I, and a point of beginning; thence along the Southerly line of Renaissance Center—Phase I, North 59 degrees 49 minutes 57 seconds East, 735.50 feet to the Southeasterly corner of Renaissance Center—Phase I; thence along the extension Southerly of the Easterly line of Renaissance Center—Phase I, and the Westerly line of "Atwater Street" Easement and of Lot C — East, South 30 degrees 10 minutes 03 seconds East, 183.65 feet to the Detroit River Harbor; thence along the Detroit River Harbor Line, South 68 degrees 09 minutes 25 seconds West, 138.97 feet to Harbor Line Point XI; thence continuing along the Detroit River Harbor Line (as modified 13 April, 1953), South 70 degrees 30 minutes 59 seconds West, 608.55 feet to an intersection with the extension of the Westerly line of Renaissance Center—Phase I; thence along the extension of the Westerly line of Renaissance Center—Phase I; thence along the extension of the Westerly line of Renaissance Center—Phase I; thence along the extension of the Westerly line of Renaissance Center—Phase I; thence along the extension of the Westerly line of Renaissance Center—Phase I; thence along the extension of the Westerly line of Renaissance Center—Phase I; thence along the extension of the Westerly line of Renaissance Center—Phase II minutes 03 seconds West, 50.71

PARCEL 4A:

A parcel of land in the City of Datroit, Wayne County, Michigan, more particularly described as follows: Commencing at the intersection of the Southerty line of Address of the Country line of Landing Street (as established in the Governor and Judges Plan); thence along said Southerty line of Judges Plan); thence along said Southerty line of Judges Plan); thence along said Southerty line of Judges Plan); thence containing along the Control-Place owner of Rendissance Center-Phase I, Exceeding 19, 41 feet. Uners containing along the Westerly line of Rendissance Center-Phase I, South 30 depts as 9, 41 feet. Uners continuing along the Westerly line of Rendissance Center-Phase I and a point of beginning the 14,16 feet to the Southwesterly comer of Rendissance Center-Phase I and a point of beginning the 14,16 feet to the Southwesterly Comer of Rendissance Center-Phase I and a point of beginning and Detroit River Westerly line of Rendissance Center-Phase I extended, South 30 degrees 10 minutes 03 seconds East. South 10 feet on the Center of the Southern Line South 17 degrees 30 minutes 19 seconds West, 39,70 feet to the Hurbor Line South 17 degrees 30 minutes 19 seconds West, 280,95 feet to Horbor Line Horbor Line South 40 degrees 32 minutes 18 seconds West, 280,95 feet to Horbor Line Horbor Line South 40 degrees 32 minutes 18 seconds West, 280,95 feet to Horbor Line Horbor Line South 40 degrees 32 minutes 18 seconds West, 280,95 feet to Horbor Line Horbor Line South 40 degrees 32 minutes 18 seconds West, 280,95 feet to Horbor Line Horbor Line South 40 degrees 32 minutes 18 seconds west, 280,95 feet to the Southerty line of Alveder Street, of West 19 seconds East, 280,95 feet to a point of comment to the Southerty Interest 19 seconds East, 280,65 feet to a point of comment to the Southerty Interest 19 seconds East, 280,65 feet to a point of comment to the Southerty Interest 19 seconds East, 280,65 feet 19 seconds East, 280,75 feet 19 A parcel of land in the City of Detroit, Wayne County, Michigan, more particularly described as

Page-149

Desciption of that part of the FMPI Lands bounded by Renaissance Center-Phase I. Street Easement, and the Renaissance Center Parking Structure. A parcel of land in the City of Detroit, Wayne County, Michigan, more particularly described as follows: Commencia at the intersection of the Southerly line of Jefferson Avenue (210 feet wide) with the at the intersection of the Southerly line of Jefferson Avenue (210 feet wide) with the Westerly line of Randolph Street (as established in the Governor and Judges Plan); thence along sold Southerly line of Jefferson Avenue, North 59 degrees 49 minutes 57 seconds East, 96.50 feet to the Northwesterly corner of Renaissance Center—Phase I; thence along the Westerly line Renaissance Center—Phase I; thence along the Westerly line of Renaissance Center—Phase I, South 11 degrees 36 minutes 17 seconds East, 97.41 feet; thence continuing along the Westerly line of Renaissance Center—Phase I, South 30 degrees 10 minutes 03 and a point of beginning; thence continuing along the Westerly line of Renaissance Center—Phase I, South 30 degrees 10 minutes 03 and a point of beginning; thence continuing along the Westerly line of Renaissance Center—Phase I, South 30 degrees 10 minutes 03 seconds East, 111.70 feet to the Northerly line of "Atwater Street" Easement (as Identified in Exhibit E of "Addendum to Agreement and Grant of Easement for New Temporary Easement Street", recorded in Liber 19957, Page 210, along the westerly into or renoissance Lenter-Proces is south the water to the Southerly like of the Renoissance Center Parking Structure and a point of beginning those continuing clong the Westerly like of Renoissance Center-Phase I, South 30 depte like of "Atwater Street" Essenses (as identified in Echiblit of "Addendum to the Northerly Grant of Essenses for Northerly Essenses (as identified in Echiblit of "Addendum to the Northerly Grant of Essenses for Northerly Essenses and Northerly like of "Addendum to the Parking Structure of Essenses for Northerly Interest of Parking Structure of Essenses for Northerly like of "Adverted Street" and the seconds of the Parking Structure of Essenses on the Arc of a curve to the right having factorized the property of the parking Structure of Parking Structure and the Parking Structure of Essenses on the Arc of a curve to the right having factorized Structure and Structure and Structure of Parking Structure of Parking Structure and Structure a



PARCEL 5:

Land in the City of Detroit, Wayne County, Michigan, described as: A parcel of land located in the City of Detroit, Wayne County, Michigan, being the Grand Trunk Western Railroad parcel lying South of Atwater Street (50 feet wide), Southerly to the Harbor Line as modified 13th of April, 1953 along the Detroit River, being part of Private Claim 2, 5, 5, 18; and 7 from the East property line of St. Antoine (50 foot wide) Easterly to a line lying 3.11 feet East of Private Claim 181, more particularly described as: Beginning at the Southeast corner of St. Antoine and Atwater Streets, each being 50 feet wide and extending North 68 degrees 43 minutes 27 seconds East, 198.62 feet along the South property line of Atwater Street to a P.I., (sold P.I. is South 66 degrees 27 minutes 57 seconds West, 3.41 feet from the Private Claim line common to Private Claims 2 and 5); thence continuing from sold P.I. North 65 degrees 27 minutes 57 seconds East, 391.37 feet along sold South property line common to Private Claims 5 and 6; thence North 61 degrees 48 minutes 02 seconds East, 0.21 feet from the Private Claims 5 and 6; thence North 61 degrees 48 minutes 02 seconds East, 0.21 feet from the Private Claim line common to Private Claims 6 and 181); thence North 65 degrees 08 minutes 02 seconds East, 412.81 feet along South property line to the Private Claim 181 and 7; thence South 24 degrees 32 minutes 17 seconds East, 3.11 feet along sold South property line; thence South 24 degrees 30 minutes 31 seconds East, 25.25 feet; thence South 21 degrees 42 minutes 29 seconds West, 138.66 feet; thence South 25 degrees 50 minutes 01 seconds East, 345.27 feet (Deed to East is 345.00 feet, Liber 7725 of Deeds, Page 331 of Book 526 of Wayne County Records), to the Harbor Line of the Detroit River; thence South 68 degrees 10 minutes 03.6 seconds West, 1293.04 feet along sold Harbor Line as established from recovered monuments RM#34 and RM#37 of the U.S. Army Corps of Engineers grid coordinate system); thence North 26 degrees 05 min

PARCEL 6:

A parcel of land in the City of Detroit, Wayne County, Michigan, bounded by St. Antoine Street (50 feet wide) on the West, Schweitzer Place (50 feet wide) on the East and Atwater Street on the Southerly side (also 50 feet wide). Said parcel further described as being part of a Plat of Part of L Beaubien Farms and Lots 1 through 7, inclusive, (Lower Tier) of Plat of Subdivision of Moran Farm between Franklin and Atwater as recorded in Liber 1, Page 254 of Deeds in Wayne County, Michigan Records and more particularly described as: Beginning at the Northeasterly corner of St. Antoine Street (50 feet wide) and Atwater Street (50 feet wide) and bearing North 25 degrees 05 minutes 38 seconds West, 92.35 feet along the Easterly Right of Way of St. Antoine Street; thence North 51 degrees 50 minutes 31 seconds East, 573.55 feet to the Westerly Right of Way of Schweitzer Place; thence South 26 degrees 18 minutes 41 seconds East, 146.62 feet along said Right of Way line to the Northerly Right of Way line of Atwater Street (50 feet wide); thence South 66 degrees 27 minutes 57 seconds West, 372.98 feet and South 68 degrees 43 minutes 27 seconds West, 201.84 feet along said Northerly Right of Way line of Atwater Street to the point of beginning.

PARCEL 7 AND B COMBINED:

A parcel of land located in the City of Detroit, Wayne County, Michigan and being a part of Private Cialm 6 and Private Cialm 81, now Platted as Lots 1 through 7, inclusive, "Louis Moran Farm", according to the recorded plat thereof as recorded in Plat Liber 8, Page 173, Wayne County Records, and Lots 47, 48, 49 and 50, of "The Rivard Farms", according to the recorded plat thereof, as recorded in Plat Liber 6, Page 52, Wayne County Records, and more particularly described as: Beginning at the intersection of the North line of Atwater Street (50 feet wide) with the West line of Rivard Street (50 feet wide) and proceeding thence along said North line of Atwater Street, South 65 degrees 08 minutes 02 seconds West, 243.26 feet, continuing thence along said North line, South 61 degrees 48 minutes 02 seconds West, 354.77 feet to the East line of Sweltzer Place (50 feet wide); thence along said East line, North 25 degrees 18 minutes 41 seconds West, 135.35 feet; thence North 61 degrees 48 minutes 02 seconds East, 254.81 feet; thence North 26 degrees 17 minutes 33 seconds West, 8.35 feet; thence North 61 degrees 48 minutes 02 seconds East, 254.81 feet; thence North 26 degrees formerly known as Pine Street. Together with an Easement for Access, as contained in Liber 19864, Page 185, Wayne County Records.

PARCEL C

Part of Private Claims 2 and 5, City of Detroit, Wayne County, Michigan, more particularly described as: Commencing at the intersection of the southerly line of Jefferson Avenue and the westerly line of St. Antoine Street (50 feet wide); thence along the said westerly line of St. Antoine Street, S 26°05'38" E, 606.03 feet to a point on the southerly line of Atwater Street (50 feet wide); thence along the said southerly line of Atwater Street, N 58°43'27" E, 50.18 feet to the intersection of the said southerly line of Atwater Street and the easterly line of said St. Antoine Street, also being the point of beginning; thence along the said southerly line of Atwater Street, N 58°43'27" E, 198.62 feet; thence continuing along the said southerly line of Atwater Street, N 56°43'27" E, 376.38 feet; thence S 26°18'41" E, 89.32 feet; thence S 59°49'57" W, 575.72 feet; thence N 26°05'38" W, 163.71 feet to the point of beginning; containing 1.634 acres more or less.

PARCEL D

Part of Private Claims 5, 6, and 181, City of Detroit, Wayne County, Michigan, more particularly described as: Commencing at the intersection of the southerly line of Jefferson Avenue and the westerly line of St. Antoine Street (50 feet wide); thence along the sold westerly line of St. Antoine Street, S 26°05'38" E, 606.03 feet to a point on the southerly line of Atwater Street (50 feet wide); thence along the sold southerly line of Atwater Street, N 68°43'27" E, 248.80 feet; thence continuing along the sold southerly line of Atwater Street, N 68°43'27" E, 376.38 feet to the point of beginning; thence continuing along the sold southerly line of Atwater Street, N 66°27'57" E, 14.95 feet; thence continuing along the sold southerly line of Atwater Street, N 61°48'02" E, 390.01 feet; thence continuing along the sold southerly line of Atwater Street, N 65°08'02" E, 223.74 feet; thence S 50°31'50" W, 329.88 feet; thence S 59°49'57" W, 307.92 feet; thence N 26°18'41" W, 89.32 feet to the point of beginning; containing 0.885 acres more or less. 14.99

PARCEL E

Part of Private Claims 2, 5, 6, 181, and 7 and 132, City of Detroit, Wayne County, Michigan, more particularly described as: Commencing at the intersection of the southerly line of Jefferson Avenue and the westerly line of St. Antoine Street (50 feet wide); thence along the said westerly line of St. Antoine Street, S 26°05'38" E, 606.03 fest to a point on the southerly line of Atwater Street (50 feet wide); thence along the said southerly line of Atwater Street, N 68°43'27" E, 50.18 feet to the intersection of the said southerly line of Atwater Street, N 26°05'38" W, 163.71 feet to the Street; thence along the easterly line of said St. Antoine Street, N 26°05'38" W, 163.71 feet to the point of beginning; thence N 59°49'57" E, 883.64 feet; thence N 50°31'50" E, 329.88 feet to the said southerly line of Atwater Street; N 65°08'02" E, 189.07 feet; thence continuing along the said southerly line of Atwater Street, N 65°08'02" E, 331 feet; thence Continuing along the said southerly line of Atwater Street, N 65°32'17" E, 3.11 feet; thence S 24°30'31" E, 25.52 feet; thence S 21°42'29" W, 138.66 feet; thence S 25°50'01" E, 344.71 feet to a point on the Detroit River Harbor Line; thence along the said Harbor Line, S 68°09'25" W, 1293.03 feet; thence N 26°05'38" W, 232.56 feet to the point of beginning; containing 10.141 acres more or less. Governor and Judges eginning.

COOK PROPERTY (PROVIDED BY PHILIP R. SEAVER TITLE COMPANY, INC. FILE NO. FM-201245-W SU)

FILE NO. FM-201245-W SU)

Lots 1, 2 and part of Lot 3 inclusive lying southerly of Woodbridge Street and lots 1, 2 and part of lot 3 inclusive lying northerly of Franklin Street, both of the Plat of Antoine Beaubien Farm 1846, City of Detroit, Wayne County, Michigan (Liber 27, Page 197, WCR), and Lots 3, 4 and 5 inclusive of the Plat of the Front of C. Moran's Farm, City of Detroit, Wayne County, Michigan(Liber 10, Page 5, WCR), commencing at the intersection of the southeasterly line of Woodbridge Street (50 feet wide); thence along the southeasterly line of Woodbridge Street, N 59°50'44" E, 75.34 feet measured, (N 50°00'00" E, 75.00 feet record) to the Point of Beginning: Thence continuing along sold southeasterly line of Woodbridge Street, N 59°50'44" E, 275.22 feet measured, (N 60°00'00" E, 275.00 feet record) to the easterly line of sold lot 3 of the Plat of the Front of C. Moran's Farm; thence along the sold easterly line of sold lot 3 of the Plat of the Front of C. Moran's Farm; thence along the sold easterly line of lot 3, S 25°11'50" E, 201.93 feet measured, (S 26°00'00" E, 200.48 feet record) to the northwesterly line of Franklin Street (50 feet wide); thence along sold northwesterly line of Franklin Street, S 59°50'32" W, 275.23 feet measured, (S 50°00'00" W, 275.00 feet record); thence N 26°11'38" W, 201.95 feet measured, (N26°00'00" W, 200.48 feet record) to the Point of Beginning, excepting the following described parcel: Commencing at the intersection of the southeasterly line of Woodbridge Street, N 59°50'44" E (N 60°00'00" E record), 94.80 feet measured, to the Point of Beginning: Thence continuing along sold southeasterly line of Woodbridge Street, N 59°50'44" E (N 60°00'00" E record), 18.00 feet measured; thence S 30°09'16" E (S 30°00'00" E record), 56.75 feet measured; thence C 30°00'00" W record), 56.89 feet measured; thence N 30°09'16" W (N 30°00'00" W record), 58.95 feet measured; to the Point of Beginning, containing of record.

(CTALCOL)

PARCEL 1: (GTWRR)
(PER LAWYERS TITLE INSURANCE CORPORATION COMMITMENT NO. 74728 LTC)

A parcel in the City of Detroit, Wayne County, Michigan, Iying in Private Ciaims 6 and 181 being Lots 8 through 14 inclusive of "Plat in Part of the Louis Moran, Sr. Farms, Liber 8 of Deeds, Page 173 and Lots 37 through 42 inclusive of "Plat of Part of the Rivard Far", as recorded in Liber 6, Page 52, City Records and the Northerly 8.35 feet, the Westerly 265.81 feet of Guoin Street in Private Claim 6 and more particularly described as: Beginning at the Southwesterly corner of Franklin Street (50 feet wide) and bearing South 26 degrees 17 minutes 33 seconds East, 144.89 feet along the Westerly right of way line of Rivard Street; thence South 61 degrees 48 minutes 02 seconds West, 343.33 feet along the Northerly line of Guoin Street (vacated); thence South 26 degrees 17 minutes 33 seconds East, 8.35 feet into Guion Street; thence South 61 degrees 48 minutes 02 seconds, 254.81 feet to the Easterly right of way line of Schweitzer Place (now vacated); thence North 26 degrees 13 minutes 41 seconds West, 132.68 feet along the Easterly right of way line of Schweitzer Place; thence North 59 degrees 51 minutes 18 seconds East 599.20 feet along the Southerly right of way line of Schweitzer Place; thence North 59 degrees 51 minutes 18 seconds East 599.20 feet along the Southerly right of way line of Schweitzer Place.

PARCEL 2: (GTWRR)
(PER LAWYERS TITLE INSURANCE CORPORATION COMMITMENT NO. 74728 LTC)

A parcel of land in the City of Detroit, Wayne County, Michigan, being that part of vacated Schweitzer Place (50 feet wide) lying between Atwater Street and Franklin Street described as: Beginning at the Northwest corner of Atwater Street and Schweitzer Place (both 50 feet wide) and extending North 25 degrees 18 minutes 41 seconds West 265.28 feet along the West right of way line; thence North 59 degrees 51 minutes 16 seconds East 60.11 feet along the South right of way of Franklin Street; thence South 25 degrees 18 minutes 41 seconds East 268.23 feet along the East right of way line; thence South 61 degrees 48 minutes 02 seconds West 34.70 feet and South 65 degrees 27 minutes 57 seconds West 15.33 feet along the North Light of way line of Atwater Street to the point of beginning.

PARCEL 3: (CTW LL)
(PER LAWYERS TITLE INSURANCE CORPORATION COMMITMENT NO. 74728 LTC)

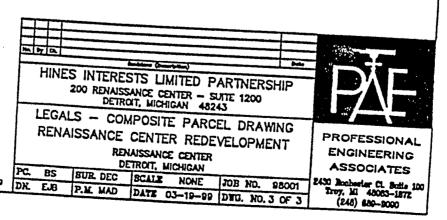
A porcei of land in the City of Detroit, Wayne County, Michigan, bounded by St. Antoine (50 feet wide) on the West, Franklin Street (50 feet wide) on the North and Schweitzer Place (50 feet wide) on the East (vacated). Said parcei further described as beginning part of a "Plat of part of L Beaubien Farm and Lots 1 through 7 of "Plat of Subdivision of Moran Farm between Franklin and Atwater", as recorded in Liber 1, Page 254 of Deeds in Wayne County, Michigan Records, more particularly described as: Beginning at a point on the Easterly property line of St. Antoine Street being North 26 degrees 05 minutes 38 seconds West 92.35 feet from the Northeast corner of St. Antoine Street and Atwater Street (both 50 feet wide); thence North 26 degrees 05 minutes 38 seconds West 98.76 feet along sold East right of way line of St. Antoine Street to the Southerly right of way of Franklin Street (50 feet wide); thence North 59 degrees 51 minutes 18 seconds East 674.16 feet to the Westerly right of way line of Schweitzer Place (50 feet wide); thence South 61 degrees 18 minutes 41 seconds East 118.66 feet along said right of way line of Schweitzer Place; thence South 61 degrees 50 minutes 31 seconds West 573.55 feet to the point of beginning.

CHRIST CHURCH (PER LAWYERS TITLE INSURANCE CORPORATION COMMITMENT NO. 55582LTC)

Beginning at a point on the Southerly line of Woodbridge Street on the front line of Lot 28 of the Louis Moran Farm, 3 feet in a Westerly direction from the point where the dividing line between the Louis Moran Farm and the Rivard Farm intersects the Southerly line of Woodbridge Street, thence Easterly on the Southerly line of Woodbridge Street 31.5 feet, thence southerly on a line at right angles with the Southerly line of Woodbridge Street to the at right angles with the Southerly line of Woodbridge Street to the at right angles with the Southerly line of Woodbridge Street to place of beginning, being the East 3 feet front of Lot 28, Louis Moran Farm and the West 28.5 feet front of Lot 19 of Rivard Farm lying South of Jefferson Avenue (Located on South side of East Woodbridge —

Lot 20, Northerly 15 feet of Lot 21, Lot 27, and Lot 28 except a 3 foot triangle on the Northeast corner, of part of Louis Moran Sr. Form; also land situated on the alley in the rear of Lot 19, of the Rivard Farm, between Woodbridge and Franklin Streets and being so on the dividing line between the said Rivard Farm and the Louis Moran Farm, and upon the North line of the said alley which is the Southwesterly corner of Lot 19 and running thence Easterly on the Southerly line of said Lot 19, 4 feet; thence Northerly on a line at right and said Rivard Farm; thence Southerly on the said dividing line between Louis Moran Farm beginning.

Lots 18, 19, 25, and 26, Plat of Port of said Louis Moran Sr. Farm, Detroit, according to the Plat thereof as recorded in Liber 8 of Detroit, according to the Plat thereof as recorded in Liber 8 of Deeds, Page 173, Wayne County Records.



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LEGAL DESCRIPTION: ROAD DEDICATION FOR PROPOSED ATWATER STREET "R"

Part of Private Claim 6; also part of Private Claim 181; also part of Private Claim 7; City of Detroit, Wayne County, Michigan; more particularly described as: Commencing at the intersection of the southerly line of Jefferson Avenue with the westerly line of St. Antoine St. (50 feet wide), thence along the said westerly line of St. Antoine Street, S 26°05'38" E, 709.36 feet; thence N 59°49'57" E, 821.85 feet; thence N 55°53'00" E, 120.29 feet; thence N 55°50'42" E, 7.79 feet to a point on the southerly line of Atwater Street (50 feet wide); thence along said southerly line of Atwater Street, N 61°48'02" E, 82.10 feet; thence continuing along said line, N 65°08'02" E, 223.74 feet to the point of beginning; thence along said southerly line of Atwater Street N 65°08'02" E, 189.07 feet; thence continuing along said line N 65°32'17" E, 3.11 feet; thence S 24°30'31" E, 25.52 feet; thence S 21°42'29" W, 29.05 feet to a point on a non-tangent curve; thence along a non-tangent curve to the left 98.41 feet, said curve having a radius of 658.90 feet, central angle of 08°33'26" and a long chord bearing S 71°25'25" W, 98.31 feet to a non-tangent point; thence S 62°44'57" W, 56.01 feet; thence S 55°50'42" W, 323.73 feet; thence S 64°16'17" W, 99.42 feet; thence N 59°49'57" E, 82.78 feet; thence N 50°31'50" E, 329.88 feet to the point of beginning; containing 15,259 square feet more or less.

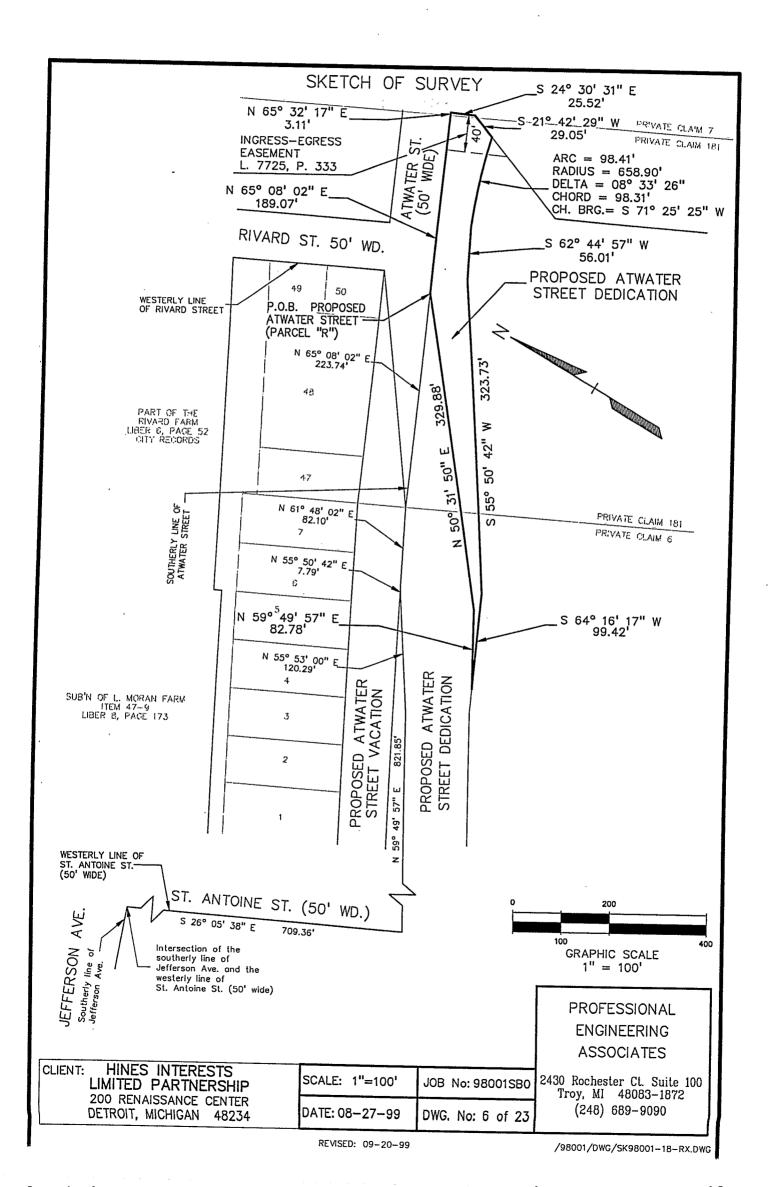
PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: HINES INTERESTS
LIMITED PARTNERSHIP
200 RENAISSANCE CENTER
DETROIT, MICHIGAN 48234

SCALE: NONE JOB No: 98001SB0

DATE: 08-27-99 DWG. No: 7 of 23

2430 Rochester Ct. Suite 100 Troy, MI 48083-1872 (248) 689-9090



LEGAL DESCRIPTION: ROAD DEDICATION FOR PROPOSED ATWATER STREET -

Part of Private Claim 5; also part of Private Claim 6; also part of Private Claim 181 City of Detroit, Wayne County, Michigan; more particularly described as: Commencing at the intersection of the southerly line of Jefferson Avenue with the westerly line St. Antoine St. (50 feet wide), thence along the said westerly line of St. Antoine Street, S 26°05'38" E, 709.36 feet; thence N 59°49'57" E, 625.59 feet to the point of beginning; thence N 59°49'57" E, 196.26 feet; thence N 55°53'00" E, 120.29 feet; thence N 55°50'42" E, 7.79 feet to a point on the southerly line of Atwater Street (50 feet wide); thence along said southerly line of Atwater Street, N 61°48'02" E, 82.10 feet; thence continuing along said line, N 65°08'02" E, 223.74 feet; thence S 50°31'50" W, 329.88 feet, thence S 59°49'57" W, 82.78 feet; thence S 64°16'17" W, 25.67 feet; thence S 59°49'57" W, 199.41 feet; thence N 26°18'41" W, 66.15 feet to the point of beginning; containing 34,018 square feet more or less.

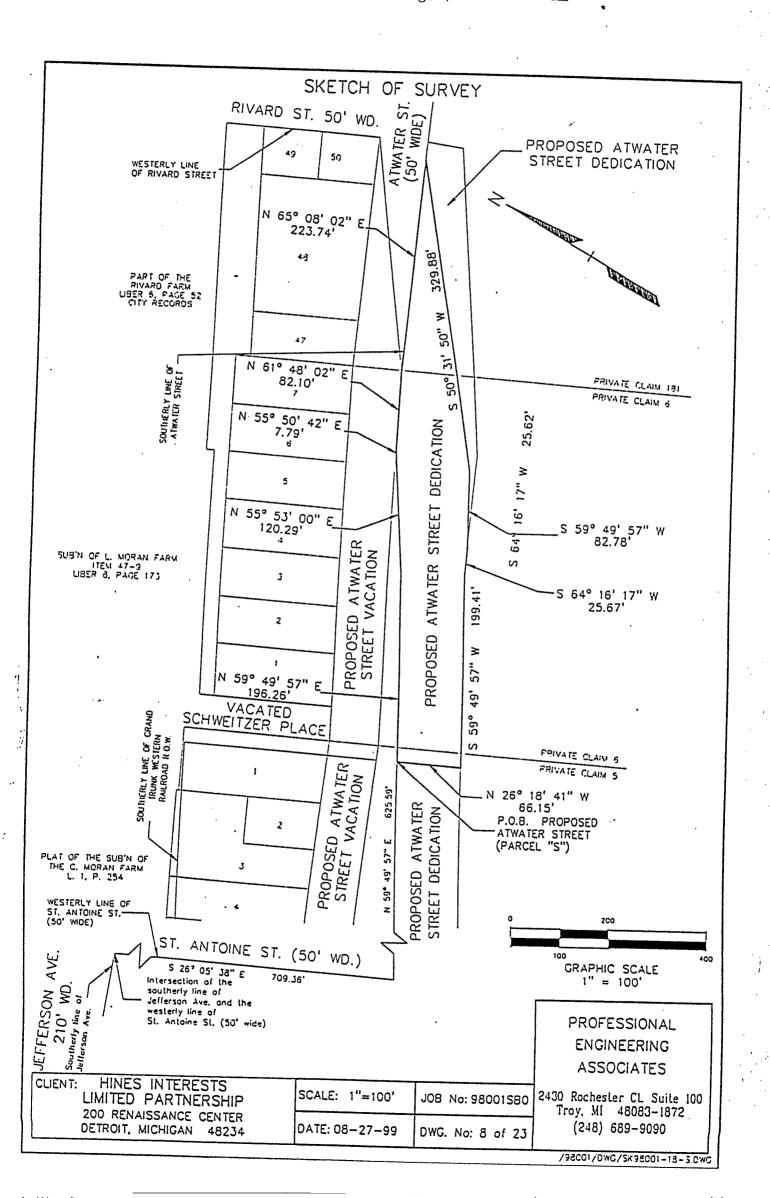
PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: HINES INTERESTS
LIMITED PARTNERSHIP
200 RENAISSANCE CENTER
DETROIT, MICHIGAN 48234

SCALE: NONE JOB No: 98001580

DATE: 08-27-99 DWG. No: 9 of 23

2430 Rochesler CL Suite 100 Troy, MI 48083-1872 (248) 689-9090



LEGAL DESCRIPTION: ROAD DEDICATION FOR PROPOSED ATWATER STREET - WEST END "T"

Part of lots 1 thru 2, both inclusive of "Plat of Antoine Beaubien's Farm 1846" as recorded in Liber 27 of deeds, Page 197; also part of Private Claim 5; also part of Private Claim 2; City of Detroit, Wayne County, Michigan; more particularly described as: Commencing at the intersection of the southerly line of Jefferson Avenue with the westerly line St. Antoine St. (50 feet wide), thence along the said westerly line of St. Antoine Street, S 26°05'38" E, 709.36 feet; thence N 59°49'57" E, 50.13 feet to the point of beginning; thence N 59°49'57" E, 575.46 feet; thence S 26°18'41" E, 66.15 feet; thence S 59°49'57" W, 555.66 feet; thence S 55°06'31" W, 20.24 feet; thence N 26°05'38" W, 67.84 feet to the point of beginning; containing 38,005 square feet more or less.

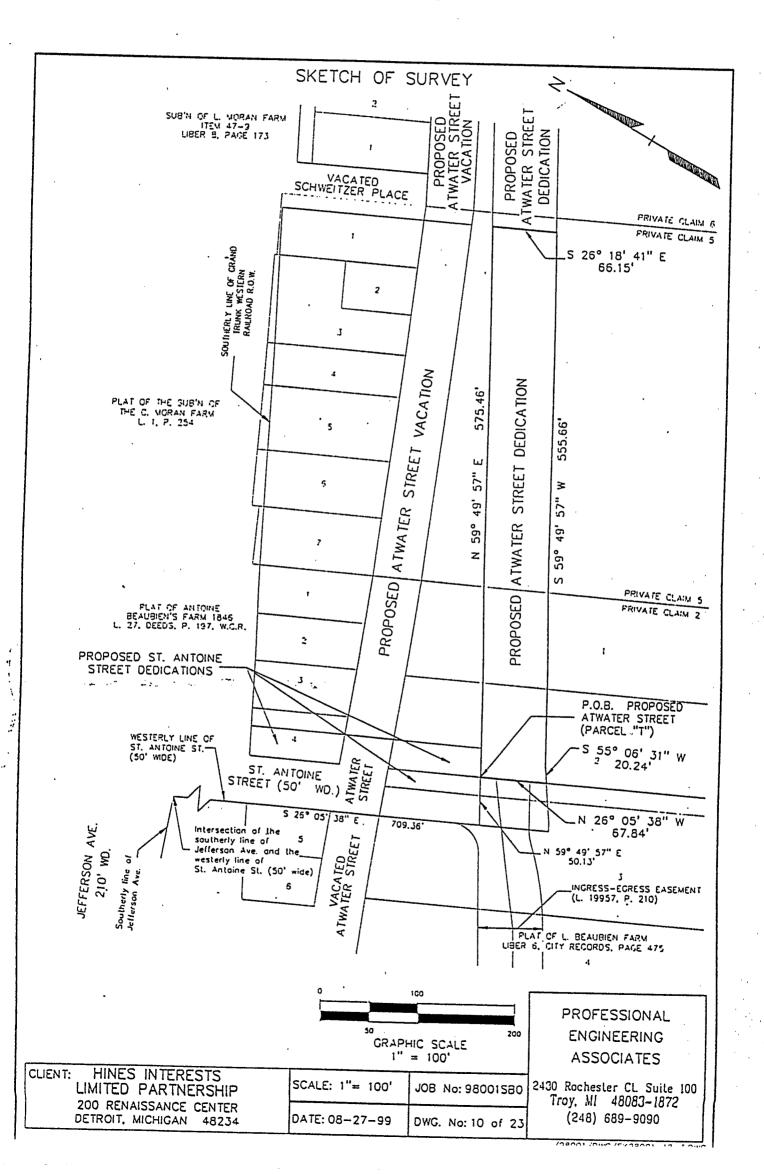
PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT:		-
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ļ	200 RENAISSANCE CENTER	
	DETROIT, MICHIGAN 48234	

SCALE:	NONE	JOB	No: 9	80	015	80
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2430 Rochester CL Suite 100 Troy. MI 48083-1872 (248) 689-9090 And Desired to the second seco

EXHIBIT A - Page 6



LEGAL DESCRIPTION: PROPOSED 50 FOOT DEDICATION FOR ATWATER STREET "Z"

Part of lots 2 and 3 of "Plat of Antoine Beaubien's Farm 1846" as recorded in Liber 27 of deeds, Page 197; City of Detroit, Wayne County, Michigan; more particularly described as: Commencing at the intersection of the southerly line of Jefferson Avenue with the westerly line of St. Antoine St. (50 feet wide); thence along the said westerly line of St. Antoine St., S 26°05'38" E, 709.36 feet to the point of beginning; thence N 59°49'57" E, 50.13 feet; thence S 26°05'38" E, 67.84 feet; thence S 55°06'31" W, 40.48 feet; thence S 59°49'57" W, 10.03 feet to a point on the westerly line of St. Antoine St.; thence along said line N 26°05'38" W, 71.18 feet to the point of beginning; containing 3,492 square feet more or less.

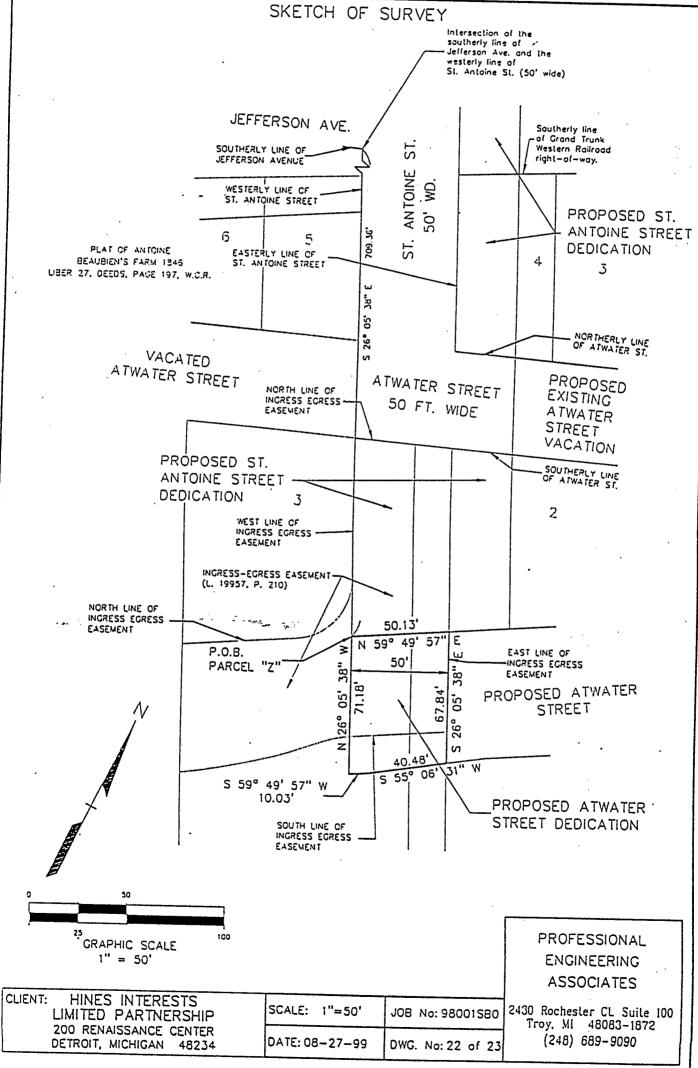
PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: HINES INTERESTS
LIMITED PARTNERSHIP
200 RENAISSANCE CENTER
DETROIT, MICHIGAN 48234

SCALE: NONE JOB No: 98001SB0

DATE: 08-27-99 DWG. No: 23 of 23

2430 Rochester CL Suite 100 Troy. MI 48083-1872 (248) 689-9090



LEGAL DESCRIPTION: PROPOSED 50 FOOT DEDICATION FOR ST. ANTOINE STREET "U"

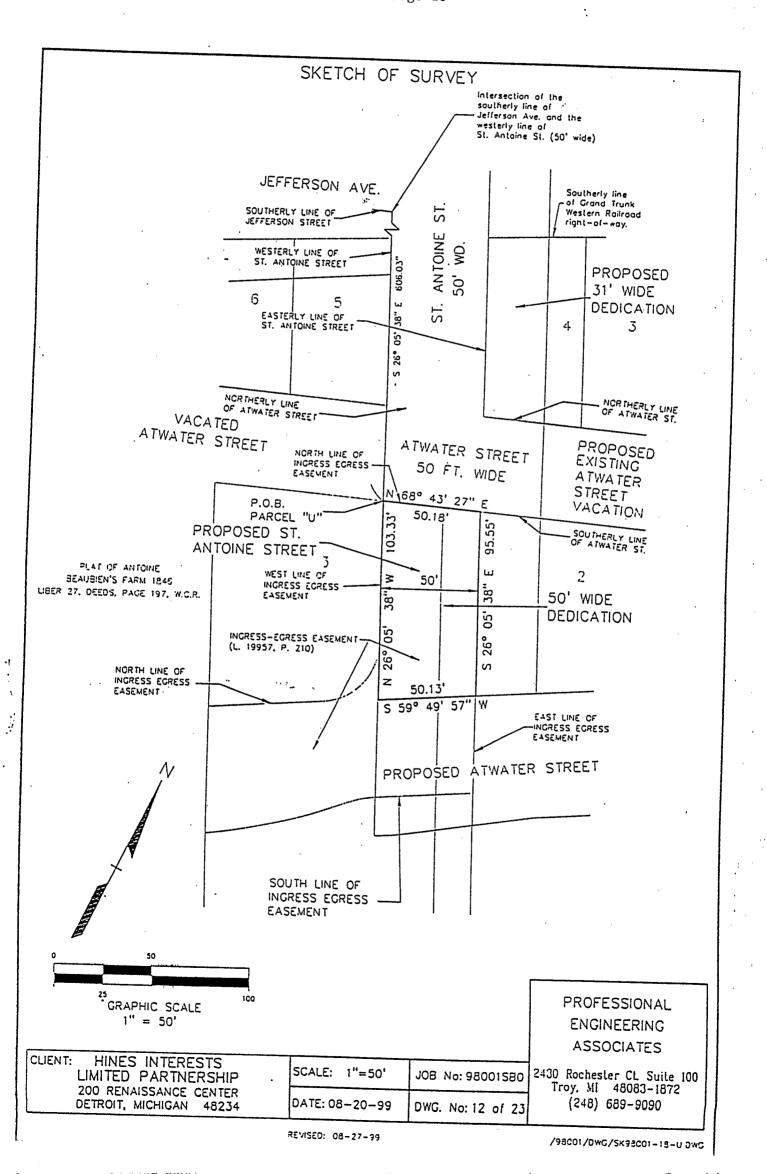
Part of lots 2 and 3 of "Plat of Antoine Beaubien's Farm 1846" as recorded in Liber 27 of deeds, Page 197; City of Detroit, Wayne County, Michigan; more particularly described as: Commencing at the intersection of the southerly line of Jefferson Avenue with the westerly line of St. Antoine St. (50 feet wide); thence along the said westerly line of St. Antoine St., S 26°05'38" E. 606.03 feet to a point on along the southerly line of said Atwater Street (50 feet wide) said point also being the point of beginning; thence along the southerly line of said Atwater Street N 68°43'27" E. 50.18 feet; thence S 26°05'38" E. 95.55 containing 4,972 square feet more or less.

PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: HINES INTERESTS
LIMITED PARTNERSHIP
200 RENAISSANCE CENTER
DETROIT, MICHIGAN 48234

DATE: 08-20-99 DWG. No: 13 of 23

2430 Rochester Ct. Suite 100 Troy. MI 48083-1872 (248) 689-9090



LEGAL DESCRIPTION: PROPOSED 31 FOOT DEDICATION FOR ST. ANTOINE STREET "V"

Part of lot 2 of "Plat of Antoine Beaubien's Farm 1846" as recorded in Liber 27 of deeds, Page 197; City of Detroit, Wayne County, Michigan; more particularly described as: Commencing at the intersection of the southerly line of Jefferson Avenue with the westerly line of St. Antoine St. (50 feet wide); thence along the said westerly line of St. Antoine St., S 26°05'38" E, 606.03 feet to a point on the southerly line of Atwater Street (50 feet wide), thence along the southerly line of said Atwater Street N 68°43'27" E, 50.18 feet to the point of beginning; thence continuing along said line, N 68°43'27" E, 31.11 feet; thence S 26°05'38" E, 90.73 feet; thence S 59°49'57" W, 31.08 feet; thence N 26°05'38" W, 95.55 feet to the point of beginning; containing 2,887 square feet more or less.

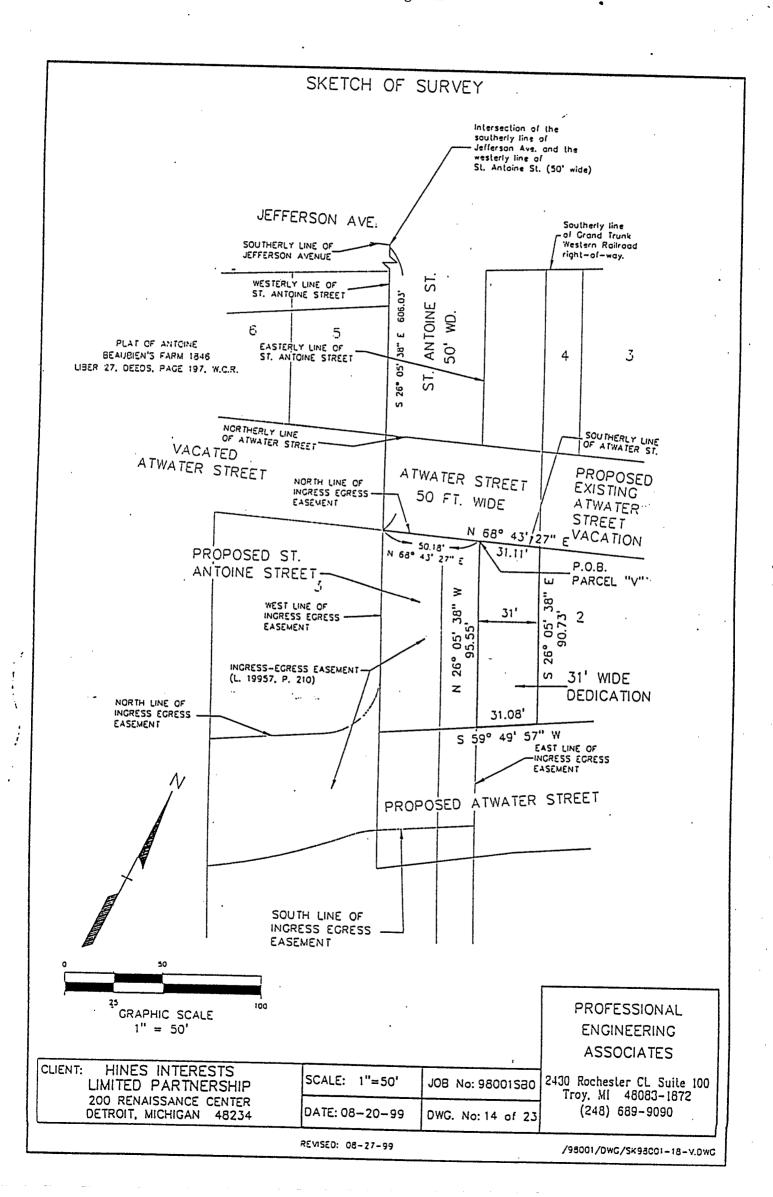
PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: HINES INTERESTS
LIMITED PARTNERSHIP
200 RENAISSANCE CENTER
DETROIT, MICHIGAN 48234

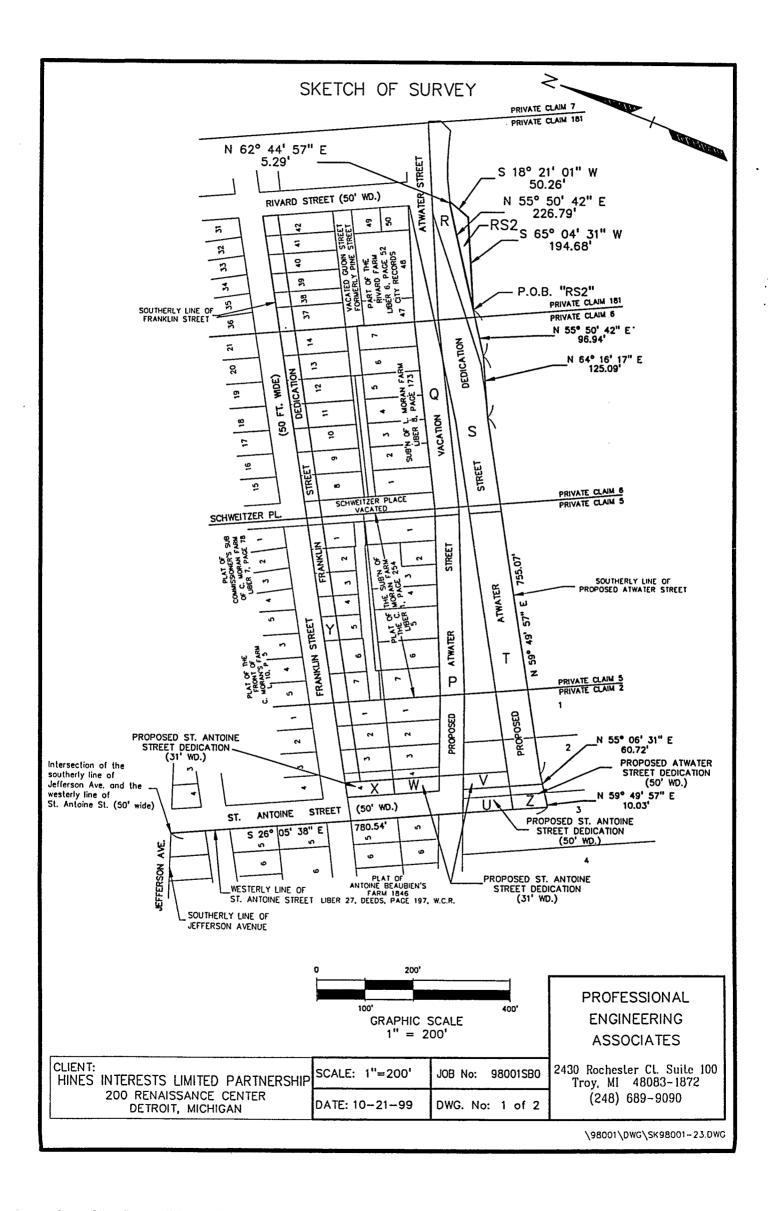
SCALE: 1"=50' JOB No: 98001SB0

DATE: 08-20-99 DWG. No: 15 of 23

2430 Rochester Ct. Suite 100 Troy. MI 48083-1872 (248) 689-9090



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SEAVER TITLE 03006976 JAN 14 2003

Armanda L. Allen, Esq.)

Detroit, Michigan 48226

259440

500 Woodward Avenue, Suite 3500

Clark Hill PLC

Verald Vayne

NO REVENUE ATTACHED

R DD 184247 So(A) wh

i -37583 Pa-141 1/14/2003 203102263 Bernard J. Younsblood Wayne Co. Resister of Deeds

COVENANT DEED

RIVERFRONT HOLDINGS, INC., a Delaware corporation, whose address is 200 Renaissance Center, Mail code 482-B13-004, Detroit, Michigan 48265-2000 (the "Grantor"), for the sum of one (\$1.00) dollar, does hereby, convey, grant and bargain, without compensation, to THE CITY OF DETROIT, a Michigan municipal corporation, whose address is Coleman A Young Municipal Center, Two Woodward Avenue, Detroit, Michigan 48226 (the "Grantee"): The premises situated in the City of Detroit, County of Wayne and State of Michigan, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property" Subject to those exceptions shown on Exhibit "B" attached hereto and made a part hereof, To have and to hold, subject as aforesaid, the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor covenants, promises and agrees that it has not done or suffered to be done anything whereby the Property herein conveyed is or may be in any manner encumbered or charged, except as hereinabove recited, and Grantor hereby covenants to Grantee and binds itself, and its successors and assigns, to warrant and forever defend all and singular the Property unto said Grantee, its successors and assigns, against all persons claiming by, through or under Grantor. This deed is being given for the dedication of right-of-way and other public purposes pursuant to Petition No. (3713) to the City Council of the City of Detroit, as acted upon by the City Council on November 28, 2001. PER ASSESSORS WELD Dated this 17th day of December, 2002. SIGNED: RIVERFRONT HOLDINGS, INC., a Delaware corporation Approved for signing: John K. Blanchard Its: Vice President STATE OF MICHIGAN) ss. COUNTY OF WAYNE The foregoing instrument was acknowledged before me this 17 day of DECEMBER, 2002, by John K. Blackhard, who is the Vice President of Riverfront Holdings, Inc., a Delaware corporation, on behalf of the corporation. This is to certify that there are in the lieus or thies on this property and that taxes are said for FIVE YEARS previous to the of this maintains. Notary Public, Wayne County, Michigan My Commission Expires: Donald L. Dayne **Notary Public** Wayne County, Michigan Commission Expires April 24, 2006

This is to certify that there are no tax flets of tises

This is to certify that toxes are paid for FIVE YEARS? Drafted by and when recorded return to:

EXHIBIT "A"

page 1 of 2

Parcel R:

Road Dedication for Proposed Atwater Street "R": Part of Private Claim 6; ALSO part of Private Claim 181; ALSO part of Private Claim 7, City of Detroit, Wayne County, Michigan, more particularly described as: Commencing at the intersection of the Southerly line of Jefferson Avenue with the Westerly line of St. Antoine Street (50 feet wide); thence along the said Westerly line of St. Antoine Street, South 26 degrees 05 minutes 38 seconds East, 709.36 feet; thence North 59 degrees 49 minutes 57 seconds East, 821.85 feet; thence North 55 degrees 53 minutes 00 seconds East, 120.29 feet; thence North 55 degrees 50 minutes 42 seconds East, 7.79 feet to a point on the Southerly line of Atwater Street (50 feet wide); thence along said Southerly line of Atwater Street, North 61 degrees 48 minutes 02 seconds East, 82.10 feet; thence continuing along said line, North 65 degrees 08 minutes 02 seconds East, 223.74 feet to the point of beginning; thence along said Southerly line of Atwater Street North 65 degrees 08 minutes 02 seconds East, 189.07 feet; thence continuing along said line North 65 degrees 32 minutes 17 seconds East, 3.11 feet; thence South 24 degrees 30 minutes 31 seconds East, 25.52 feet; thence South 21 degrees 42 minutes 29 seconds West, 29.05 feet to a point on a non-tangent curve; thence along a non-tangent curve to the left 98.41 feet, said curve having a Radius of 658.90 feet, Central Angle of 08 degrees 33 minutes 26 seconds and a Long Chord bearing South 71 degrees 25 minutes 25 seconds West, 98.31 feet to a non-tangent point; thence South 62 degrees 44 minutes 57 seconds West, 56.01 feet; thence South 55 degrees 50 minutes 42 seconds West, 323.73 feet; thence South 64 degrees 16 minutes 17 seconds West, 99.42 feet; thence North 59 degrees 49 minutes 57 seconds East, 82.78 feet; thence North 50 degrees 31 minutes 50 seconds East, 329.88 feet to the point of beginning.

Parcel S:

Road Dedication for Proposed Atwater Street - East End "S": Part of Private Claim 5; ALSO part of Private Claim 6; ALSO part of Private Claim 181, City of Detroit, Wayne County, Michigan, more particularly described as: Commencing at the intersection of the Southerly line of Jefferson Avenue with the Westerly line St. Antoine Street (50 feet wide); thence along the said Westerly line of St. Antoine Street, South 26 degrees 05 minutes 38 seconds East, 709.36 feet; thence North 59 degrees 94 minutes 57 seconds East, 625.59 feet to the point of beginning; thence North 59 degrees 49 minutes 57 seconds East, 196.26 feet; thence North 55 degrees 53 minutes 00 seconds East, 120.29 feet; thence North 55 degrees 50 minutes 42 seconds East, 7.79 feet to a point on the Southerly line of Atwater Street (50 feet wide); thence along said Southerly line of Atwater Street; North 61 degrees 48 minutes 02 seconds East, 82.10 feet; thence continuing along said line, North 65 degrees 08 minutes 02 seconds East, 223.74 feet; thence South 50 degrees 31 minutes 50 seconds West, 329.88 feet; thence South 59 degrees 49 minutes 57 seconds West, 82.78 feet; thence South 64 degrees 16 minutes 17 seconds West, 25.67 feet; thence South 59 degrees 49 minutes 57 seconds West, 199.41 feet; thence North 26 degrees 18 minutes 41 seconds West, 66.15 feet to the point of beginning.

EXHIBIT "A"

page 2 of 2

Parcel U:
Proposed 50 foot Dedication for St. Antoine Street "U":
Part of Lots 2 and 3 of Plat of Antoine Beaubien's Farm 1846, as recorded in
Liber 27 of Deeds, Page 197, Wayne County Records, more particularly described
as: Commencing at the intersection of the Southerly line of Jefferson Avenue
with the Westerly line of St. Antoine Street (50 feet wide); thence along the
said Westerly line of St. Antoine Street, South 26 degrees 05 minutes 38
seconds East, 606.03 feet to a point on the Southerly line of Atwater Street
(50 feet wide) said point also being the point of beginning; thence along the
Southerly line of said Atwater Street Worth 68 degrees 43 minutes 27 seconds
East, 50.18 feet; thence South 26 degrees 05 minutes 38 seconds East, 95.55
feet; thence South 59 degrees 49 minutes 57 seconds West, 50.13 feet; thence
North 26 degrees 05 minutes 38 seconds West, 103.33 feet to the point of
beginning.

Parcel X: Proposed St. Antoine Street Dedication 31 feet wide "Amended X": Part of Lot 4, Plat of Antoine Beaubien's Farm 1846, as recorded in Liber 27 of Deeds, Page 197, Wayne County Records, more particularly described as: Commencing at the intersection of the Southerly line of Jefferson Avenue and the Westerly line of St. Antoine Street (50 feet wide); thence along the said Westerly line of St. Antoine Street, South 26 degrees 05 minutes 38 seconds East, 372.50 feet to a point on the extension of the Southerly line of Franklin Street (50 feet wide); thence along the said extension of Franklin Street, North 59 degrees 51 minutes 19 seconds East, 50.13 feet to the intersection of the said Southerly line of Franklin Street and the Easterly line of said St. 'Antoine Street; thence along the said Easterly line of St. Antoine Street South 26 degrees 05 minutes 38 seconds East, 31.27 feet to the point of beginning; thence North 59 degrees 50 minutes 32 seconds East, 31.08 feet; thence South 26 degrees 05 minutes 38 seconds East, 68.58 feet to a point on the Southerly line of Grand Trunk Western Railroad Right-of-Way; thence along said Southerly line of Grand Trunk Western Railroad Right-of-Way South 61 degrees 50 minutes 31 seconds West, 31.02 feet to a point on the said Easterly line of St. Antoine Street; thence along the said Easterly line of St. Antoine Street, North 26 degrees 05 minutes 38 seconds West, 67.49 feet to the point of beginning.

Parcel Z:

Proposed 50 foot dedication for Atwater Street "Z":

Part of Lots 2 and 3 of Plat of Antoine Beaubien's Farm 1846 as recorded in

Liber 27 of Deeds, Page 197, Wayne County Records, more particularly described

as: Commencing at the intersection of the Southerly line of Jefferson Avenue

with the Westerly line of St. Antoine Street (50 feet wide); thence along the

said Westerly line of St. Antoine Street, South 26 degrees 05 minutes 38

seconds East, 709.36 feet to the point of beginning; thence North 59 degrees

49 minutes 57 seconds East, 50.13 feet; thence South 26 degrees 05 minutes 38

seconds East, 67.84 feet; thence South 55 degrees 06 minutes 31 seconds West,

40.48 feet; thence South 59 degrees 49 minutes 57 seconds West, 10.03 feet to

a point on the Westerly line of St. Antoine Street; thence along said line

North 26 degrees 05 minutes 38 seconds West, 71.18 feet to the point of

beginning.

Tax Parcel Nos: 03-1.004

05-26-33 05-5 05-3 05-4

(include other land)

EXHIBIT "B"

Exceptions

- 1. Terms, provisions, covenants and other matters contained in the Infrastructure Improvements Development Agreement executed between The City of Detroit, The City of Detroit Downtown Development Authority, City of Detroit Transportation Corporation and Riverfront Holdings dated as of April 30, 1999 and recorded in Liber 39632 on Page 139, Wayne County Records, as amended by Agreement to Amend Infrastructure Improvements Development Agreement dated as of December 28, 2001 and recorded in Liber 35703 on page 135, Wayne County Records.
- 2. Terms and provisions of the Dedication Agreement executed between Riverfront Holdings, Inc., CIBC Inc. and The City of Detroit, dated November 22, 1999 and recorded January 21, 2000 in Liber 31063 on Page 138, Wayne County Records.
- 3. Terms and provisions of the Dedication Agreement executed between Riverfront Holdings, Inc., CIBC Inc. and The City of Detroit, dated as of December 28, 2001 and recorded March 4, 2002 in Liber 35703, Page 169, Wayne County Records.