

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (“Agreement”) is made and entered into on this 13th day of September, 2021, by and among EDDYSTONE RENAISSANCE, LLC, a Michigan limited liability company with an address of 2211 Woodward Avenue, Detroit, Michigan, 48201 (“Eddystone”), WESTWARD REALTY, LLC, a Michigan limited liability company with an address of 2211 Woodward Avenue, Detroit, Michigan 48201 (“Westward”), and ODM PARKING, LLC, a Delaware limited liability company with an address of 2211 Woodward Avenue, Detroit, Michigan 48201 (“ODM Parking”).

RECITALS:

A. Eddystone is the owner of certain real property located in the City of Detroit, Wayne County, Michigan, commonly known as 2701 Park Avenue, as more particularly described on the attached Exhibit A (the “Eddystone Parcel”), Westward is the owner of certain real property in the City of Detroit, Wayne County, Michigan, commonly known as 2776 Park Avenue, as more particularly described in on the attached Exhibit B (the “Westward Parcel”), and ODM Parking is the owner of certain real property also located in the City of Detroit, Wayne County, Michigan, commonly known as 2727 Park Avenue, 2723 Park Avenue, 2733 Park Avenue, 2753 Park Avenue, and 2763 Park Avenue, as more particularly described on the attached Exhibit C (“ODM Parking Parcels”) (each a “Parcel”);

B. Eddystone, Westward, and ODM Parking petitioned the City Council of the City of Detroit to vacate the Park Avenue public street right-of-way between Temple Street and vacated Sproat Street with the City only retaining a subsurface easement for public utilities across the full width of the 50-foot street right-of-way. As a condition of approving the vacation, the City of Detroit has required the parties to enter in to an agreement for the shared use of such vacated public street right-of-way.

C. Upon vacation of the Park Avenue right-of-way described above (the “Park Avenue Vacation”), fee title to the right-of-way presumptively vests with the abutting lot owners and, in the case of the lots on opposite sides of the vacated street having different owners, title up to the center line of the vacated street presumptively vests in the respective owners of the abutting lots on each side.

D. Eddystone, Westward, and ODM Parking (each an “Owner” as to its respective Parcel or Parcels) desire to enter into certain covenants and agreements and to grant to each other certain reciprocal easements over the proposed vacated Park Avenue, and to grant Eddystone and ODM Parking an easement across a portion of the Westward Parcel as described and depicted on the attached Exhibit D (the “Shared Use Access Easement”); and

E. The parties recognize the mutual benefits to be derived by them from the establishment of a formal reciprocal easement agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein contained, the parties agree that easements are hereby established, imposed and declared as follows:

1. **Grant of Eddystone Easement.** For the valuable consideration of one dollar (\$1.00), the receipt of which is hereby acknowledged, upon the Park Avenue Vacation, Eddystone hereby grants Westward and ODM Parking and each of their respective successors and assigns, a nonexclusive easement across, over and through that portion of the Shared Use Access Easement located on the Eddystone Parcel for vehicular and pedestrian ingress and egress to and from Temple Avenue and vacated Sproat Street. This easement shall burden the Eddystone Parcel, benefit the owners of the Westward and ODM Parking Parcels, and shall run with the land.

2. **Grant of ODM Parking Easement.** For the valuable consideration of one dollar (\$1.00), the receipt of which is hereby acknowledged, upon the Park Avenue Vacation, ODM Parking hereby grants to Westward and Eddystone and each of their respective successors and assigns, a nonexclusive easement across, over and through that portion of the Shared Use Access Easement located on the ODM Parking Parcels for vehicular and pedestrian ingress and egress to and from Temple Avenue and vacated Sproat Street. This easement shall burden the ODM Parking Parcels, benefit the owners of the Westward and Eddystone Parcels, and shall run with the land.

3. **Grant of Westward Easement.** For the valuable consideration of one dollar (\$1.00), the receipt of which is hereby acknowledged, upon the Park Avenue Vacation, Westward hereby grants to ODM Parking and Eddystone and each of their respective successors and assigns, a nonexclusive easement across, over and through that portion of the Shared Use Access Easement located on the Westward Parcel for vehicular and pedestrian ingress and egress to and from Temple Avenue and vacated Sproat Street. This easement shall burden the Westward Parcel, benefit the owners of the ODM Parking and Eddystone Parcels, and shall run with the land.

4. **Maintenance and Expenses.**

(a) **Maintenance and Construction.** The specifications, design, and budget for any construction within or improvements to the Shared Use Access Easement shall be reasonably agreed upon in advance by the owners of the Parcels (the "Shared Use Access Easement Improvements"). Performance of the initial construction of the Shared Use Access Easement Improvements is the responsibility of Eddystone. All subsequent maintenance, repair, replacement and restoration of such improvements, including without limitation landscaping, signs, benches, snow removal, sweeping, trash removal, painting and striping, asphalt, concrete, curb, gutter, aggregate base, sub-grade, directional signs, speed limit signs, street signs, lines and markers, is the responsibility of Eddystone. The cost of all such maintenance, repair, replacement and restoration, including without limitation the cost of electricity for the exterior lighting system illuminating the Shared Use Access Easement, and the fixtures, poles, lamps, bases, cabling and electricity to operate same, shall be shared by the owners of the Parcels in accordance with the Proportionate Shares (as defined below). Eddystone reserves the right, in its sole and absolute discretion, to establish from time-to-time, traffic and parking regulations as may be needed to assure the smooth circulation of traffic through the Shared Use Access Easement, provided that such traffic regulations do not interfere with the use of the easements granted in this Agreement. All work with respect to the maintenance, repair, replacement and restoration of the Shared Use Access Easement Improvements, including without limitation snow removal, shall be undertaken to maintain such improvements in good operating condition. To the extent not maintained, repaired, replaced, or restored by the City of Detroit or any applicable utility service provider, the performance of all maintenance, repair, replacement and restoration of any utility facilities within the Shared Use Access Easement is the

responsibility of Eddystone, and the cost therefor shall be shared by the owners of the Parcels in accordance with the Proportionate Shares.

(b) Proportionate Shares. It is agreed that with respect to the easements established by this Agreement, Eddystone shall be responsible for 100%, Westward shall be responsible for 0%, and ODM Parking shall be responsible for 0% of the expenses required for the initial construction, maintenance, repair, and replacement of the Shared Use Access Easement Improvements (the "Proportionate Shares").

(c) Determination of Assessments. Eddystone shall establish an annual budget in advance for each calendar year and such budget shall project all expenses for the forthcoming year which may be required to undertake the construction, maintenance, repair, and replacement of the Shared Use Access Easement Improvements as set forth in Section 4(a) above and a reasonable allowance for contingencies and reserves. The budget shall be funded by regular monthly payments by the owners of the Parcels payable by the first of each month. Should Eddystone determine, in its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs to be shared by the Parcels as provided in Section 4(b) above, Eddystone shall have the authority to increase the monthly assessment or to levy such additional assessment or assessments as it shall reasonably deem to be necessary.

(d) Personal Obligation for Assessments. Annual assessments, together with interest, fines, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of any person or entity who owns a Parcel at the time when the assessment fell due and shall be secured as provided in Section 4(f).

(e) Effect of Non-Payment. Any amounts required to be paid to Eddystone pursuant to the terms of this Agreement that are not paid within ten (10) days after the due date (together with expenses of collection set forth below) shall bear interest from the due date for the particular payment at the rate of 7% per annum.

(f) Liens. If at any time any owner of a Parcel fails to pay a monthly assessment by the first of a month, then, in addition to any other rights or remedies Eddystone may have, Eddystone shall have a lien against the Parcel to secure the repayment of such sum of money and all interest on such sum accruing. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon shall have been paid in full. The liens provided for in this subsection (f) shall be subordinate to any first mortgages or tax liens from any municipal, state or federal authority on the Parcel. Each owner waives any and all rights to trial by jury in any suit, action or proceeding brought by Eddystone to enforce collection of any monies owed under this agreement by the Owner to Eddystone. Such liens may be foreclosed in the same manner and in accordance with the same procedures as real estate mortgages according to the laws of the State of Michigan.

(g) Collection of Expenses. The expenses incurred in collecting unpaid amounts required to be paid pursuant to this Section 4, including interest, costs and attorneys' fees and advances for taxes and other liens, to protect the lien shall be chargeable to the Owner when in default and shall be secured by the lien on the owner's Parcel. No owner may waive or otherwise escape liability for the payment obligations set forth in this Section 4 by nonuse of the easements created herein or by abandonment of its Parcel.

(h) Year-End Accounting. Within ninety (90) days after the close of each calendar year or as soon thereafter as practicable, Eddystone shall calculate the actual amount of expenses payable for the subject calendar year, as well as each owner's Proportionate Share thereof. If the aggregate amount of the

assessments paid by any owner during the subject calendar year was lesser or greater than the Proportionate Share required of such owner, then the difference shall be paid by such owner to Eddystone or refunded by Eddystone to such owner (or credited against any other amounts due or to become due from such owner to Eddystone), as the case may be, within thirty (30) days of the date of Eddystone's written notice as to the actual costs for the subject calendar year. Each owner's obligation to pay any deficiency hereunder, and Eddystone's obligation to refund (or credit) any excess payment hereunder, shall be subject to the remedies set forth in Sections (e), (f), and (g) above.

(i) Delivery. The budgets and annual accountings required under this Section 4 shall be deemed delivered (i) immediately if delivery is by personal delivery or by means of email to the email address provided to Eddystone for such purpose, or (ii) one business day after depositing same with a nationally recognized over-night courier service for delivery to the street address provided to Eddystone for such purpose. Address for delivery of budgets and annual accountings may be changed by providing Eddystone with ten (10) days prior written notice of the new address.

(j) Estoppel. Any party hereto may, at any time and from time-to-time, in connection with the sale or transfer of its respective Parcel or in connection with the financing or refinancing of its respective Parcel made in good faith and for value, deliver a written notice to the other parties or their successors-in-title requesting such parties execute and return a certificate certifying that, to its knowledge, the party requesting the certificate is current and not in default of its obligations under this Agreement within ten (10) business days following the responding party's receipt of such request. Such certificate may be relied upon by all transferees and mortgagees. Should a party fail to respond to a request to so execute and return such certificate within the specified time period, then the requesting party shall be entitled to send the other party a written reminder notice to execute and return the certificate, stating in ALL CAPITAL LETTERS that failure to execute and return the certificate within ten (10) business days shall trigger the remedies set forth below. Each party acknowledges that if it fails to deliver such certificate within the timeframes set forth above, the cost to and damages that may be incurred by the requesting party will be difficult to ascertain and prove. Accordingly, the parties agree that if a party fails to respond to the written reminder notice for such a certificate within ten (10) business days after its receipt of the written reminder notice, the requesting party's remedies for such failure shall be (i) to seek an order for specific performance against the responding party and (ii) to collect liquidated damages in the amount of \$100.00 per day from the responding party for each day such failure continues. In the event a requesting party institutes an action or proceeding against the other party pursuant to subparagraph (i) or (ii) above, the requesting party shall be entitled to reimbursement from the other party for all reasonable third party costs and expenses actually incurred by the requesting party as a result of such proceedings, including reasonable attorneys' fees and costs.

(k) Allocation of Costs Due to an Owner's Negligence or Willful Misconduct. Notwithstanding anything to the contrary herein, to the extent that the Shared Use Access Easement or the Shared Use Access Easement Improvements are damaged as a result of the negligence or willful misconduct of an owner or a tenant, employee, agent, contractor, or other invitee of such owner, such owner shall be responsible for the entire cost to repair such damage.

(l) Failure to Maintain. If Eddystone fails to timely carry out any of its obligations hereunder, and such failure continues for thirty (30) days after written notice or such longer period as may be reasonably necessary to carry out any such obligations, provided that Eddystone commences curing such failure within such initial thirty (30) day period and thereafter diligently pursues such cure to completion (except in the case of an emergency as to which another owner may specify any shorter time period reasonably necessary in light of the nature of the emergency), such other owner shall have the right

(but not the duty) to carry out the obligation(s) of Eddystone as owner of the Eddystone Parcel as set forth in this Agreement. To the extent such other owner elects to carry out the obligation(s) of Eddystone, it shall have (i) the same reimbursement and collection rights against Eddystone that Eddystone has against such owner as set forth herein and (ii) the access rights over the Shared Use Access Easement as reasonably needed to accomplish the obligation(s).

5. Taxes. Each owner shall be responsible, at its own cost, to pay all taxes which may be imposed or assessed upon its Parcel, including without limitation, all improvements situated thereon, on or before the date on which such taxes become delinquent.

6. Insurance. Each owner at its own expense shall carry and keep in full force and effect commercial general liability insurance, including contractual liability coverage, with respect to its Parcel, with a carrier licensed in the State of Michigan and possessing a minimum policyholder's rating of "A-" or better and a financial category no lower than "VI" as rated by AM Best. Such policies shall (a) have limits of \$2,000,000 per occurrence and \$3,000,000 Aggregate, (b) name the other parties hereto as an additional insured, (c) contain a clause that the insurance carrier will not cancel or materially change the insurance without first giving the other Parties hereto thirty (30) days prior written notice, (d) include fire, theft, and extended perils insurance covering owner's property, and (e) include a waiver of subrogation. Each owner shall obtain and deliver to the other parties subject to this Agreement prior to commencement of the term hereof and shall maintain at all times during such term, current proof of insurance evidencing full compliance with the provisions of this Section 6. Each owner hereto waives any right of subrogation against the other under any insurance policy insofar as they are able under such policies issued by their respective insurance carriers.

7. Indemnification. To the extent permitted by law, each party (the "Indemnifying Party") shall indemnify and save harmless the other parties (each, an "Indemnified Party") from and against any and all liabilities, damages, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, reasonable legal fees and expenses, incurred in enforcing this indemnity, arising from injury to person or property sustained by anyone in and about the Indemnified Party's Parcel resulting from any act or omission of the Indemnifying Party or its agents, contractors, employees, licensees or invitees in connection with the use of the Shared Use Access Easement. The Indemnifying Party shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be impleaded with others upon any such above-mentioned matter, claim or claims, except for those arising from the affirmative acts, omissions, bad faith or negligence of the Indemnified Party or its agents, contractors, employees, licensees or invitees.

8. Notices. Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement will be given only (i) by personal delivery; (ii) by deposit in any depository regularly maintained by the United States Postal Service, postage pre-paid, certified mail, return receipt requested, addressed in accordance with this Section, in which event it will be deemed received on the 3rd business day after deposit; or (iii) by nationally recognized courier service that provides written evidence of the date of delivery, in which event it will be deemed received on the day of delivery. All such notices will be sent to the addresses set forth below or to such other address as either party hereto may hereinafter designate in writing.

Eddystone: 2211 Woodward Avenue
Detroit, Michigan 48201
Attention: General Counsel

ODM Parking: 2211 Woodward Avenue
Detroit, Michigan 48201
Attention: General Counsel

Westward: 2211 Woodward Avenue
Detroit, Michigan 48201
Attention: General Counsel

Notices may be given by an agent on behalf of Eddystone, Westward, or ODM Parking. If a notice is given by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

9. Disputes

(a) Notice. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be determined by arbitration conducted in Wayne County, before, and in accordance with, the applicable rules of the American Arbitration Association, and judgment upon the award rendered, including any judgment requiring specific performance of a duty, may be entered in any court having jurisdiction thereof. Each arbitrator shall be a disinterested, qualified person having expertise in the subject matter of the dispute. In addition to any applicable requirements of the American Arbitration Association, the party desiring arbitration shall, in the notice requesting arbitration, set forth with particularity the dispute or question sought to be arbitrated, including the applicable provisions of this Agreement.

(b) Arbitration Procedure. In the event that the American Arbitration Association is not then in existence, the party desiring arbitration shall appoint a disinterested, qualified person having expertise in the subject matter of the dispute, as arbitrator on its behalf and give notice thereof to the other party who shall, within fifteen (15) days thereafter, appoint a second disinterested, qualified person having expertise in the subject matter of the dispute, as arbitrator on its behalf and give written notice thereof to the first party. The arbitrators thus appointed shall appoint a third disinterested, qualified person having expertise in the subject matter of the dispute, and said three (3) arbitrators shall, as promptly as possible, determine the matter which is the subject of the arbitration. The decision of the majority of the arbitrators shall be conclusive and binding on all parties and judgment upon the award, including any judgment requiring specific performance, may be entered in any court having jurisdiction. If a party who has the right pursuant to the foregoing to appoint an arbitrator fails or neglects to do so, then, and in such event, the other party (or if the two (2) arbitrators appointed by the parties shall fail within fifteen (15) days after the appointment of the second arbitrator to appoint a third arbitrator, then either party) may apply to any court of competent jurisdiction to appoint such arbitrator. The expenses of arbitration shall be shared equally by both parties but each party shall be responsible for the fees and expenses of its own attorneys. Both parties shall execute all documents and do all other things necessary to submit any such matter to arbitration and to abide by the decision rendered thereunder.

(c) Power of Arbitrators. The arbitrators shall have no power to vary or modify any of the provisions of this Agreement.

10. Eminent Domain.

(a) Condemnation or Other Taking. In the event of the exercise of eminent domain or transfer in lieu thereof of a Parcel or any portion thereof ("Condemned Parcel"), the award attributable to

the Condemned Parcel shall be payable only to the owner thereof. The other owners shall have no interest in any award or payment made in connection with the exercise of eminent domain or transfer in lieu thereof of the Condemned Parcel, provided, however, that the other owner may file collateral claims with the condemning authority for their losses and may receive payment if awarded separately and apart from the award made to the owner of the Condemned Parcel, including any separate award for substantial impairment to the benefits hereunder such as signage or access.

(b) Repair and Restoration. If any easements created in this Agreement, or any portions thereof, are so condemned or transferred, the owner of the Parcel on which such easement is located shall promptly repair and restore the remaining portion of the affected easement as nearly as practicable to the condition which existed immediately prior to such condemnation or transfer to the extent that the entire proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from the owners of any other part of the Shared Use Access Easement. Notwithstanding the foregoing, in the event that the proceeds of such an award are insufficient to pay the cost of the restoration and repair of the affected easement, the owners of the other Parcels may, at their sole and absolute discretion, contribute any additional amounts necessary to restore and repair the easement, as contemplated herein.

11. Miscellaneous.

(a) Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior representations, agreements, and understandings, oral or written, relating to such subject matter.

(b) Amendment and Waiver. This Agreement may not be amended or modified in any way except by an instrument in writing executed by all parties hereto.

(c) Successors and Assigns. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed by any party to this Agreement is made by such party not only personally for the benefit of the other parties hereto but also as owner of the property owned by such party appurtenant to and for the benefit of the other property. Every obligation of this Agreement shall run with the land and shall be binding upon the party making or assuming such obligation and such party's successors and assigns and shall inure to the benefit of all other parties hereto and their successor and assigns. Upon any sale or transfer, including any transfer by operation of law, of any parcel, the seller or transferor shall be relieved from all subsequent obligations and liabilities arising under this Agreement. Any transferee of any party shall automatically be deemed, by acceptance of the title of such parcel, or portion thereof, to have assumed all obligations hereof relating thereto arising on or after the date of transfer, and to have agreed to execute any and all instruments and do any and all things reasonably required to carry out the intention of the provisions hereof; but nothing herein contained shall be deemed to relieve the transferor of such parcel from its obligations hereunder which arose prior to such transfer. Notwithstanding anything contained herein to the contrary, the obligations and liabilities of any mortgagee of all or any part of the property described in the attached exhibits who acquires title to such property by foreclosure, deed in lieu of foreclosure or otherwise, shall be limited to such mortgagee's interest in such property acquired, and such mortgagee shall have no personal liability for such obligations or liabilities in excess of its interest in such property.

(d) Attorneys' Fees. The prevailing party in any legal proceeding or arbitration proceeding regarding this Agreement shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection with such proceeding provided, however, in the event of an arbitration

proceeding the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with the proceeding only if the arbitrators includes such fees and costs in their award.

(e) Severability. Except as expressly provided to the contrary herein, each paragraph, part, term or provisions of this Agreement shall be considered severable, and if for any reason any paragraph, part, term or provision herein is determined to be invalid or contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other effect on other paragraphs, parts, terms, or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid paragraphs, parts, terms or provisions shall not be deemed to be a part of this Agreement.

(f) Construction and Interpretation of Agreement. This Agreement shall be governed by and constructed under the laws of the State of Michigan. Except to the extent the parties are required to arbitrate pursuant to Section 9 hereof, any action brought to enforce or interpret this Agreement shall be brought in a court of appropriate jurisdiction in Wayne County, Michigan. Should any provision of this Agreement require judicial interpretation, or interpretation by an arbitration proceeding pursuant to Section 9 hereof, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have equally participated in the preparation of this Agreement and that legal counsel was consulted by each party before the execution of this Agreement.

(g) Captions. Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.

(h) Time. Time is of the essence in this Agreement and each and all of its provisions. Any extension of time granted for the performance of any duty or obligation under this Agreement shall not be considered an extension of time for the performance of any other duty or obligation under this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below, the execution by the undersigned parties being in accordance with the authority duly vested in them by appropriate action, where applicable.

EDDYSTONE RENAISSANCE, LLC

By: John M. Valentine

Name: John M. Valentine

Its: Authorized Signatory

Date: 9/13/21

STATE OF MICHIGAN)
)ss.
COUNTY OF ~~WAYNE~~)
 OAKLAND

The foregoing instrument was acknowledged before me this 13th day of September, 2021, by John M. Valentine, Authorized Signatory of Eddystone Renaissance, LLC, a Michigan limited liability company, on behalf of the company.

Tanya Cripps
Notary Public, Oakland County, Michigan
My Commission Expires:

Tanya Cripps
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Oakland
My Commission Expires August 9, 2027
Acting in the County of Oakland

ODM PARKING, LLC

By: *Keith Bradford*

Name: Keith Bradford

Its: Authorized Signatory

Date: 9/13/21

STATE OF MICHIGAN)
)ss.
COUNTY OF ~~WAYNE~~)
 OAKLAND

The foregoing instrument was acknowledged before me this 13th day of September, 2021, by Keith Bradford Authorized Signatory of ODM Parking, LLC, a Delaware limited liability company, on behalf of the company.

Tanya Cripps
Notary Public, Oakland County, Michigan
My Commission Expires:

Tanya Cripps
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Oakland
My Commission Expires August 9, 2027
Acting in the County of Oakland

WESTWARD REALTY, LLC

By: John M. Valentine

Name: John M. Valentine

Its: Authorized Signatory

Date: 9/13/21

STATE OF MICHIGAN)
)ss.
COUNTY OF ~~WAYNE~~)
OAKLAND

The foregoing instrument was acknowledged before me this 13th day of September, 2021, by John M. Valentine, Authorized Signatory of Westward Realty, LLC, a Michigan limited liability company, on behalf of the company.

Tanya Cripps
Notary Public, Oakland County, Michigan
My Commission Expires:

Tanya Cripps
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Oakland
My Commission Expires **August 9, 2027**
Acting in the County of Oakland

When recorded, return to:

John M. Valentine
General Counsel
2211 Woodward Avenue
Detroit, MI 48201

Real Estate Transfer Tax Exemptions:
MCLA 207.526(a); MCLA 207.505(a)

EXHIBIT A

Eddystone Parcel

Property located in the City of Detroit, Wayne County, State of Michigan, more particularly described as follows:

WEST OF PARK AVENUE LOTS 20 & 19, BLOCK 76, SUBDIVISION PART OF PARK LOTS, LIBER 53, PAGE 196 OF DEEDS, WAYNE COUNTY RECORDS.

Commonly known as 2701 Park Avenue, Detroit, Michigan 48201

Tax Parcel ID No.: Ward 02 Item 001969-70

EXHIBIT B

Westward Parcel

Property located in the City of Detroit, Wayne County, State of Michigan, more particularly described as follows:

PART OF LOTS 10 THROUGH 12, 14 THROUGH 18, ALL OF LOT 13 OF BLOCK 75, AND PART OF LOTS 13 THROUGH 18 OF BLOCK 76 OF PLAT OF THE SUBDIVISION OF PARK LOTS 72 TO 76, AS RECORDED IN LIBER 53 OF DEEDS, PAGE 196, WAYNE COUNTY RECORDS, ALSO ALL THE PART OF THE REVERSIONARY INTEREST IN A VACATED 15' WIDE ALLEY AND PART OF VACATED SPROAT STREET (50' WIDE) ADJACENT TO SAID LOTS, IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF WOODWARD AVENUE (120 FT WIDE) AND THE NORTH LINE OF VACATED SPROAT STREET (50 FT WIDE); THENCE ALONG SAID WEST LINE, S.27°17'53"E., 25.05 FEET TO THE CENTERLINE OF SAID VACATED SPROAT STREET; THENCE ALONG SAID CENTERLINE, S.58°57'05"W., 479.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S.58°57'05"W., 60.04 FEET TO THE EAST LINE OF PARK AVENUE (60 FT WIDE); THENCE ALONG SAID EAST LINE, N.31°02'04"W., 393.25 FEET TO THE SOUTH LINE OF TEMPLE AVENUE (60 FT WIDE); THENCE ALONG SAID SOUTH LINE, N.58°57'05"E., 183.00 FEET; THENCE S.31°02'24"E., 16.19 FEET; THENCE S.58°57'36"W., 33.33 FEET; THENCE S.31°02'24"E., 22.08 FEET; THENCE S.58°57'36"W., 89.67 FEET; THENCE S.31°02'24"E., 354.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.633 ACRES.

Commonly known as 2776 Park Avenue, Detroit, Michigan 48201

Tax Parcel ID No.: Ward 02 Item 001927-31

EXHIBIT C

ODM Parking Parcel

Property located in the City of Detroit, Wayne County, State of Michigan, more particularly described as follows:

WEST OF PARK AVENUE LOT 24 THROUGH 22 OF BLOCK 75 SUB OF PARK LOTS 72 THRU 76 LIBER 53 PAGE 196 DEEDS, WAYNE COUNTY RECORDS (90 X 105)

Commonly known as 2763 Park Avenue, Detroit, Michigan 48201

Tax Parcel ID No.: Ward 02 Item 001961-2

WEST OF PARK AVENUE LOT 21 OF BLOCK 75 SUB OF PARK LOTS 72 THRU 76 LIBER 53 PAGE 196 DEEDS, WAYNE COUNTY RECORDS (30 X 105)

Commonly known as 2753 Park Avenue, Detroit, Michigan 48201

Tax Parcel ID No.: Ward 02 Item 001963

WEST OF PARK AVENUE LOTS 20 AND 19 OF BLOCK 75 24 N 1/2 OF 23(BLK/LOT) 76 SUB OF PARK LOTS 72,73,74 75,76 L53 P196 DEEDS, WAYNE COUNT RECORDS (107.7 X 105).

Commonly known as 2733 Park Avenue, Detroit, Michigan 48201

Tax Parcel ID No.: Ward 02 Item 001964-6

WEST OF PARK AVENUE, SOUTH 1/2 OF LOT 23 AND ALL OF 22 OF BLOCK 76, SUBDIVISION PART OF PARK LOTS, LIBER 53 PAGE 196 OF DEEDS, WAYNE COUNTY RECORDS (46.5 X 105).

Commonly known as 2723 Park Avenue, Detroit, Michigan 48201

Tax Parcel ID No.: Ward 02 Item 001967

WEST OF PARK AVENUE LOT 21 OF BLOCK 76, SUBDIVISION PART OF PARK LOTS, LIBER 53 PAGE 196 OF DEEDS, WAYNE COUNTY RECORDS (31 X 105).

Commonly known as 2727 Park Avenue, Detroit, Michigan 48201

Tax Parcel ID No.: Ward 02 Item 001968

EXHIBIT D

Shared Use Access Easement

Property located in the City of Detroit, Wayne County, State of Michigan, more particularly described as follows:

A 60 FOOT WIDE SHARED USE INGRESS-EGRESS ACCESS AGREEMENT OVER AND ACROSS VACATED PARK AVENUE (60' WIDE) BEING BOUND ON THE NORTH BY TEMPLE AVENUE (60' WIDE) AND ON THE SOUTH BY VACATED SPROAT STREET (50' WIDE), CITY OF DETROIT, WAYNE COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TEMPLE AVENUE AND THE EAST LINE OF SAID PARK AVENUE; THENCE ALONG SAID EAST LINE, SOUTH 31°02'04" EAST, 368.25 FEET TO THE NORTH LINE OF SAID VACATED SPROAT STREET; THENCE ALONG SAID NORTH LINE, SOUTH 58°57'05" WEST, 60.00 FEET TO THE WEST LINE OF SAID PARK AVENUE; THENCE ALONG SAID WEST LINE, NORTH 31°02'04" WEST, 368.25 FEET TO THE SOUTH LINE OF SAID TEMPLE AVENUE; THENCE ALONG SAID SOUTH LINE NORTH 58°57'05" EAST, 60.00 FEET TO THE POINT OF BEGINNING.

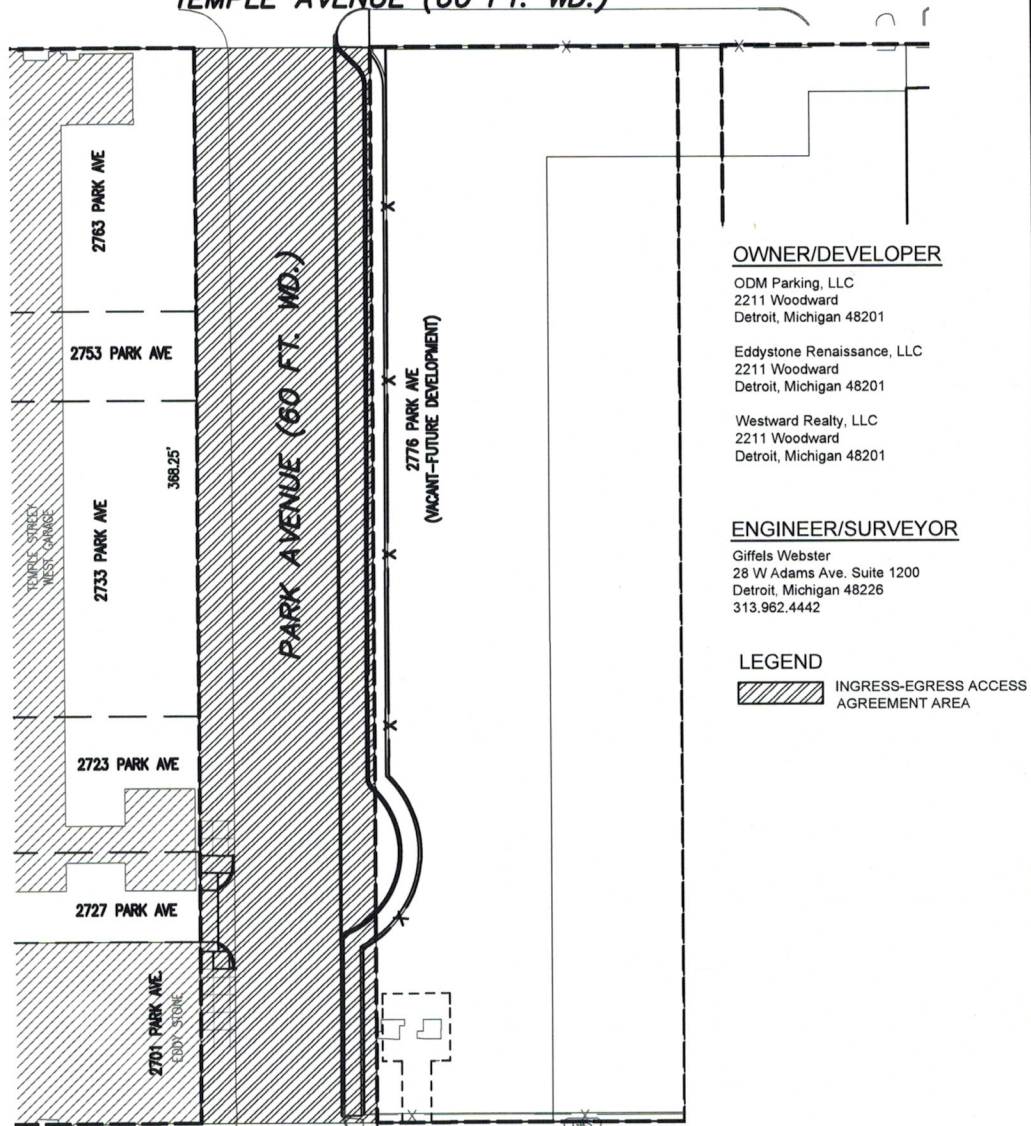
[See attached sketch of Shared Use Access Easement Area]

Park Avenue Shared Use Ingress-Egress Access Agreement for ROW Vacation

CITY OF DETROIT, WAYNE COUNTY, MICHIGAN

SHARED USE INGRESS-EGRESS ACCESS AGREEMENT: 07/28/21

TEMPLE AVENUE (60 FT. WD.)



OWNER/DEVELOPER

ODM Parking, LLC
2211 Woodward
Detroit, Michigan 48201

Eddystone Renaissance, LLC
2211 Woodward
Detroit, Michigan 48201

Westward Realty, LLC
2211 Woodward
Detroit, Michigan 48201

ENGINEER/SURVEYOR

Giffels Webster
28 W Adams Ave, Suite 1200
Detroit, Michigan 48226
313.962.4442

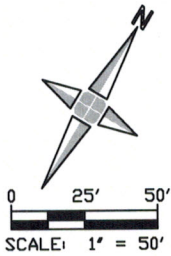
LEGEND

INGRESS-EGRESS ACCESS AGREEMENT AREA

SPROAT STREET (50 FT. WD.)
VACATION RESOLUTION RECORDED
L.5200, P.920

INGRESS-EGRESS ACCESS AGREEMENT AREA DESCRIPTION

A 60 FOOT WIDE INGRESS-EGRESS ACCESS AGREEMENT OVER AND ACROSS VACATED PARK AVENUE (60' WIDE) BEING BOUND ON THE NORTH BY TEMPLE AVENUE (60' WIDE) AND ON THE SOUTH BY VACATED SPROAT STREET (50' WIDE), CITY OF DETROIT, WAYNE COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TEMPLE AVENUE AND THE EAST LINE OF SAID PARK AVENUE; THENCE ALONG SAID EAST LINE, SOUTH 31°02'04" EAST, 368.25 FEET TO THE NORTH LINE OF SAID VACATED SPROAT STREET; THENCE ALONG SAID NORTH LINE, SOUTH 58°57'05" WEST, 60.00 FEET TO THE WEST LINE OF SAID PARK AVENUE; THENCE ALONG SAID WEST LINE, NORTH 31°02'04" WEST, 368.25 FEET TO THE SOUTH LINE OF SAID TEMPLE AVENUE; THENCE ALONG SAID SOUTH LINE NORTH 58°57'05" EAST, 60.00 FEET TO THE POINT OF BEGINNING.



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Project Name Park Avenue North Drop Off City of Detroit, Wayne County, MICHIGAN Shared Use Ingress-Egress Access Drive

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Engineers Surveyors Planners
Landscape Architects

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Executive: M.M.
Manager: D.R.
Designer: D.D.
Quality Control: M.MANTHEI
Section: Section
T-XX-S R-XX-E

Developed For:
Olympia Development
2211 Woodward Ave.
Detroit, MI 48201

DATE:		ISSUE:	
Date	Issue	Date	Issue

Date: XX.XX.XX
Scale: 1"=50'
Sheet: EXHIBIT 1
Project: 18275-154D

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V:\18275-154D Park Ave N Drop off\Design\CD\Work Sheets\Maintenance Sketch.dwg