2023056917 L: 58136 P: 481 EAS 03/24/2023 02:30:18 PM Total Pages: 17 Bernard J. Youngblood, Register of Deeds - Wayne County, MI ELECTRONICALLY RECORDED

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the day of Mach, 2023, by and between Innovative Acquisitions LLC, a Michigan limited liability company ("Innovative"), whose address is 630 Woodward Avenue, Detroit, Michigan 48226, and Detroit Transportation Corporation, a Michigan public body corporate ("DTC"), whose address is 535 Griswold Street, Suite 400, Detroit, Michigan 48226, based upon the following:

- A. Innovative is the fee simple owner of certain improved real estate located in the City of Detroit, County of Wayne, State of Michigan, as more particularly described on <u>Exhibit A</u> attached hereto and as depicted on <u>Exhibit A-1</u> attached hereto (the "Innovative Property").
- B. DTC is the fee simple owner of certain improved real estate located in the City of Detroit, County of Wayne, State of Michigan, as more particularly described on Exhibit B attached hereto and as depicted on Exhibit B-1 attached hereto (the "DTC Property"; and, together with Innovative Property, is sometimes hereinafter referred to collectively as the "Properties" and individually as a "Property"). Innovative and DTC are sometimes collectively referred to herein as the "Owners" and individually as an "Owner".
- C. DTC desires to grant to Innovative, for the benefit of the Innovative Property, a perpetual exclusive (subject to DTC's representation and warranty in Section 2(a) below) easement over, across, on, in and to that part of the east façade of the building now or in the future located on the DTC Property and facing the Innovative Property (the "Building"), which easement (the "Façade Easement") is approximately one hundred eighty-eight (188) feet in length (north to south) and thirty-nine (39) feet in height from the ground level, as depicted on Exhibit C attached hereto (the "Façade Easement Area"), for purposes of permitting Innovative to construct, install, operate, maintain, repair, remove, and replace (i) an art wall and a green wall in the locations shown on Exhibit C attached hereto, (ii) a structure to be constructed on the façade of the Building in the Façade Easement Area which will support the installation of such art wall and green wall thereon, and (iii) various conduits, rods, poles and/or other facilities which will be attached to the east façade of the Building to be connected to the west façade of the building located on Innovative

Property, which conduits, rods, poles and/or facilities will be used by Innovative to enhance the Alley as part of Innovative's contemplated improvements thereto including, but not limited to, installing certain infrastructure to accommodate and facilitate the installation and use of certain lighting fixtures as well as landscaping and other decorative improvements (collectively, the "Uses"), together with the right to access those portions of the DTC Property and the Building which are reasonably necessary to construct, install, operate, maintain, repair, remove, and replace the Façade Improvements, subject to the prior approval of DTC of any access by Innovative to any interior areas of the Building whose approval shall not be unreasonably withheld, delayed or conditioned. The items described in the foregoing (i), (ii) and (iii) are sometimes collectively referred to herein as the "Façade Improvements".

NOW, THEREFORE, in consideration for the mutual covenants hereinafter provided, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Owners hereby covenant and agree as follows:

1. Recitals and Definitions. The foregoing recitals are incorporated herein and made a part hereof as though more fully set forth herein. The term "Owner" as used herein shall mean and include each Owner and its respective successors and assigns. The term "Owner's Permittees" as used herein shall mean and include each Owner and such Owner's employees, agents, representatives, contractors, subcontractors, tenants, licensees, occupants, guests, permittees and invitees. The term "Innovative's Permittees" as used herein shall mean and include Innovative and Innovative's employees, agents, representatives, contractors, subcontractors, tenants. licensees, occupants, guests, permittees and invitees. The term "DTC's Permittees" as used herein shall mean and include DTC and DTC's employees, agents, representatives, contractors, subcontractors, tenants, licensees, occupants, guests, permittees and invitees. "Applicable Laws" as used herein shall mean all applicable laws, codes, ordinances, rules, regulations and permits, now existing or hereafter passed, enacted or issued applicable to DTC and the DTC Property or the Building.

2. Grant of Façade Easement.

a. DTC hereby grants to Innovative, for the benefit of the Innovative Property, the Façade Easement for the purposes of permitting Innovative to construct, install, operate, maintain, repair, remove, and replace, at Innovative's sole cost and expense, the Façade Improvements within the Façade Easement Area, together with the right to access those portions of the DTC Property and the Building which are reasonably necessary to construct, install, operate, maintain, repair, remove and replace the Façade Improvements within the Façade Easement Area, subject to the prior approval of DTC of any access by Innovative to any interior areas of the Building whose approval shall not be unreasonably withheld, delayed or conditioned. DTC represents and warrants to Innovative that, to the best of DTC's knowledge, no other person or entity has any rights to use the Façade Easement Area other than pursuant to recorded easements but none of which, to the best of DTC's knowledge, permit any other person or entity the right to use the Façade Easement Area for any use which would interfere with, inhibit, prohibit, hinder or prevent the Uses, and DTC shall not grant to any other person or entity any rights to use the Façade Easement Area from and after the date of this Agreement. Innovative shall construct and install the Façade Improvements in a good and workmanlike manner in material compliance with all Applicable Laws, and once

they are fully completed, Innovative shall maintain and repair the Façade Improvements in good, safe and sightly condition and a reasonable state of repair. Subject to Section 2(e) below, Innovative shall have sole right to determine the design, color, location and other characteristics of the Façade Improvements within the Façade Easement Area and may, at its sole cost and expense, later remove, modify, alter, change or replace the Façade Improvements so long as in each instance they do not exceed the horizontal or vertical limits of the Façade Easement Area. Innovative shall repair any damage that occurs to the DTC Property or the Building as a result of the installation, maintenance, operation, repair, or removal of the Façade Improvements and shall be solely responsible for any injury to person or property occurring as a result of the Façade Improvements, except to the extent caused by the gross negligence or willful misconduct of DTC or any of DTC's Permittees. Upon Innovative's removal of the Façade Improvements, Innovative shall, at its sole cost and expense, repair any damage that occurs to the DTC Property or the Building which is caused by such removal and restore the Façade Easement Area to substantially the same condition it was in prior to the installation of the Façade Improvements.

- b. DTC's Permittees shall not intentionally damage, obstruct, cover, remove, replace, destroy, hinder, modify, change, inhibit or interfere with the Façade Improvements or the visibility of the Façade Improvements, except as otherwise permitted in Sections 2(c) and 2(e) of this Agreement. In the event of a default of this Section 2(b) which continues for thirty (30) days following Innovative's delivery of written notice thereof to DTC, Innovative may, in addition to all other rights and remedies provided for herein and available at law or in equity, cure such default on behalf of DTC in whatever manner is reasonably practical under the circumstances, and DTC shall reimburse Innovative on demand for the actual costs incurred by Innovative to cure such default as well as for any direct, incidental or consequential damages incurred by Innovative resulting from DTC's default of this Section 2(b).
- c. DTC shall immediately notify Innovative in the event it is required by Applicable Laws or any other binding decision of a governing authority with jurisdiction over DTC Property, to alter, cover, remove, replace, modify, or interfere with any part of the Façade Easement Area, and DTC agrees to take all commercially reasonable measures and to fully cooperate with Innovative to maintain the integrity of the Façade Improvements as part of any such requirement.
- d. Innovative's Permittees shall not damage, obstruct, cover, remove, replace, destroy, modify, change, interfere with, hinder or inhibit DTC's ability to access the Building and the DTC Property at its existing points of entry in any material manner, including, but not limited to, keeping the Building air vents open and unblocked at all times. To the extent permitted by (i) the City of Detroit, Michigan (the "City") or any other applicable governmental authority and (ii) Applicable Laws or otherwise to the extent that the DTC Property has any beneficial easement rights for access to the Building through the Alley for vehicles or other equipment, upon the request of DTC which shall be made with at least thirty (30) days' advance written notice to Innovative, except in the event of an emergency, Innovative shall allow and make available to DTC access to its Building through the Alley (as defined herein) and to the extent necessary, Innovative shall, at Innovative's cost, remove or relocate any of Innovative's personal property that may then be located in the Alley which would impede or interfere with DTC's ability to have access to its Building through the Alley for vehicles or other equipment. Innovative will reasonably cooperate with DTC to facilitate access to DTC's Building through the Alley for vehicles or other equipment at any other

times that DTC may reasonably request in writing to the extent then reasonably practicable. Innovative acknowledges that DTC is planning a major equipment overhaul project in the Building (the "Project") which involves, among other things, removing certain large substation equipment (collectively, the "Equipment") from the Building which removal may require continuous and daily access through the Alley as may be reasonably necessary in order to complete the Project but in no event after March 31st of the applicable calendar year that the work relating to the Project is commenced unless otherwise agreed to in writing by Innovative, which such agreement shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, Innovative shall provide DTC and DTC's Permittees with such daily access through the Alley as is reasonably necessary to remove the Equipment during DTC's performance and completion of the Project, provided, that (A) the Project shall be performed and completed between January 2nd and March 31st of the applicable calendar year that DTC desires to complete the Project (the "Project Completion Period") unless Innovative otherwise approves (whose approval shall not be unreasonably withheld) in writing, (B) DTC shall only have daily access through the Alley for such purpose until March 31st of the applicable calendar year that DTC desires to complete the Project unless Innovative otherwise approves (whose approval shall not be unreasonably withheld) in writing, (C) DTC shall provide Innovative with at least one hundred twenty (120) days' advance written notice of its intent to commence to undertake the Project, and (D) at all times during the course of performing and completing the Project, DTC shall use its best efforts to minimize any interference, disruption or hinderance of the normal business operations of existing tenants and any other occupants of the Innovative Property, which shall include, but not be limited to, performing any work relating to the Project after normal business hours upon the request of Innovative and coordinating with a representative of Innovative to schedule any work which may interfere with, disrupt, hinder or inhibit the normal business operations of existing tenants and any other occupants of the Innovative Property (as reasonably determined by Innovative) at times that may be least disruptive to such normal business operations of such tenants and other occupants. Notwithstanding the foregoing, if DTC determines on a commercially reasonable basis that the cost to complete the Project will materially increase solely because it has to be completed during the Project Completion Period as opposed to any other time during such calendar year, then DTC may notify Innovative in writing of the same, together with reasonably sufficient documentation, evidencing in reasonable detail the material additional incremental cost that DTC would incur in order to complete the Project during the Project Completion Period (i.e., the material additional cost that DTC would incur to complete the Project during the Project Completion Period which it would otherwise not have had to incur if the Project was completed at any other time during such calendar year). After Innovative receives such written notice from DTC, Innovative may, in Innovative's sole discretion, elect, upon written notice to DTC, to either (y) pay or reimburse DTC for such material additional incremental cost to complete the Project during the Project Completion Period or (z) approve of DTC completing the Project at such other time during such calendar year that would not require DTC to pay for such material additional incremental cost to complete the Project as agreed to by DTC and Innovative. To the extent that Innovative requires any work relating to the Project to be performed after normal business hours, Innovative will, at Innovative's cost and expense, reimburse DTC for any additional cost or expense that DTC actually incurs and pays for to perform such work after normal business hours. Innovative and DTC shall each reasonably cooperate with the other (at no material cost or expense to the other party) during the

course of the completion of the Project in order to facilitate the completion of the Project as expeditiously as reasonably possible.

For so long as DTC owns the DTC Property personally or another governmental authority owns the DTC Property for a public purpose, (1) the design of the Façade Improvements shall comply with Applicable Laws, including, but not limited to, the prohibition of political and religious speech, pornography, drugs, alcohol, smoking, hate speech, discrimination, or other expressions that would not be permitted by a public body or on public property and (2) all artwork to be installed in the Façade Easement Area shall be provided to DTC (or such other governmental authority) in advance of installation for confirmation that the artwork meets the standards described under the preceding subclause (1); provided, however, that DTC (or such other governmental authority) shall not unreasonably withhold, condition or delay any such confirmation and DTC's (or such other governmental authority's) failure to respond within ten (10) days after delivery of any such artwork by Innovative to DTC (or such other governmental authority) shall be deemed DTC's (or such other governmental authority's) confirmation that such artwork meets the standards described in the previous sentence. Innovative shall not be obligated to comply with the two (2) prior sentences of this Section 2(e) at any time after DTC no longer owns the DTC Property and the DTC Property is not subsequently owned by a governmental authority for a public purpose (i.e., the foregoing subclause (1) and subclause (2) shall not be binding upon Innovative at any time after DTC no longer owns the DTC Property or the DTC Property is not subsequently owned by a governmental authority for a public purpose and shall not be for the benefit of any other successors or assigns of DTC). In the event of a breach of this Section 2(e) by Innovative which continues for thirty (30) days following Innovative's receipt of written notice thereof from DTC (provided, however, that such thirty (30) day period shall be extended for a reasonable period of time if Innovative is diligently pursuing a cure of such breach upon the expiration of such thirty (30) day period, is unable to cure the breach prior to the expiration of such thirty (30) day period, and Innovative has provided evidence to DTC that it is not able to cure such breach prior to the expiration of such thirty (30) day period), then after the expiration of such thirty (30) day period, as may be extended, and Innovative's failure to cure such breach within such thirty (30) day period, as may be extended, DTC may, in addition to all other rights and remedies provided for herein, and available at law or in equity, cure such default on behalf of Innovative in whatever manner is reasonably practical under the circumstances, and Innovative shall reimburse DTC on demand for the actual costs incurred by DTC to cure such default as well as for any actual damages incurred by DTC as a result of such default by Innovative under this Section 2(e).

3. <u>Indemnification and Insurance.</u>

a. Innovative hereby indemnifies, defends and holds DTC harmless from any and all liabilities, damages, expenses, causes of action, suits, claims, reasonable attorneys' fees, or judgments (collectively, the "Claims") that are actually incurred by DTC arising from or in any way related to this Agreement, whether resulting in personal injury, death, or property damage occurring on or to the DTC Property, the Façade Improvements, the Façade Easement Area, or the Building, except for any Claims which are caused by the gross negligence or willful misconduct of DTC or any of its employees, agents, representatives or contractors.

- Innovative shall maintain comprehensive commercial liability insurance, property b. damage and all-risk property insurance for the Façade Easement Area, the Façade Improvements. and its buildings, appurtenances and other improvements located on the Innovative Property. Such insurance shall (i) be carried with reputable companies licensed to do business in the State of Michigan, (ii) have liability limits of at least Two Million and no/100 Dollars (\$2,000,000) for each occurrence, bodily injury and property damage combined (limit may be satisfied with a combination of primary and umbrella/excess coverage), (iii) provide for full replacement value for the buildings and improvements covered thereunder, and (iv) name Detroit Transportation Corporation and any agent, contractor, mortgagee and designee of DTC (as DTC may so designate to Innovative) as an additional insured. Innovative shall request that its insurers provide to DTC a thirty (30) day notice of change, cancellation or termination of any coverage; provided, however. that the failure of such insurers to deliver any such notice shall not constitute a default by Innovative under this Agreement. From time to time upon written request of DTC. Innovative shall provide to DTC certificates of such insurance, evidencing that such insurance is in full force and effect.
- 4. <u>Drawings</u>. After completion of construction of the initial Façade Improvements, and upon any later modification, alteration, change, or replacement to or of the Façade Improvements in any material respect, Innovative shall provide to DTC as-built drawings certified by its engineer (as may be amended or modified) and a certification reasonably satisfactory to DTC that the structure, as built, is safe.
- 5. <u>Improvements and Maintenance of Alley</u>. To the extent that Innovative or any of its affiliates enters into a separate written agreement with the City which permits Innovative to maintain the public alley adjacent to the east of the Façade Easement Area (the "Alley"), Innovative shall keep and maintain or cause to be kept and maintained the Alley in the manner and condition required by such written agreement with the City. Any objects placed in or improvements made to the Alley by Innovative shall be moveable upon request by DTC to Innovative in accordance with the terms of <u>Section 2(d)</u> above so as not to interfere with, hinder or inhibit DTC's ability to access the Building or the DTC Property.
- 6. <u>Default and Remedies</u>. In the event of a breach or threatened breach by either Owner of any of the terms, covenants, restrictions or conditions hereof, the non-breaching Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance and reasonable attorneys' fees. It is expressly agreed that no breach of this Agreement shall (a) entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, or (b) defeat or render invalid the lien of any mortgage made in good faith and for value as to any part of any Property; however, such limitation shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.
- 7. <u>Certain Rights Reserved by Owners</u>. So long as the following actions do not interfere with the easements and other rights of the Owners under this Agreement, each Owner reserves the right at any time and from time to time to make improvements to its Property or modifications or alterations to any of the improvements on its Property including, but not limited to, additions to, subtractions from, rearrangements of, demolition of, alterations of, modifications of, renovations

and refurbishments of, or supplements to the buildings, walkways, parking areas, driveways, curb cuts, or other areas on its Property. As between the Owners, Innovative shall retain all right, title and interest in and to the Façade Improvements and any intellectual property rights associated with the Façade Improvements.

Estoppel Certificates. At the request of either Owner, the other Owner shall execute and deliver, within twenty (20) days of its receipt of a written request, an estoppel certificate addressed as requested stating that to the executing party's actual knowledge (a) this Agreement is in full force and effect, whether this Agreement is in full force and effect or if there have been modifications, that it is in full force and effect as modified in the manner specified in such estoppel certificate, (b) there is no default under this Agreement, or if there is any default, the extent and nature thereof, (c) this Agreement has not been modified or amended in any way, or if it has been modified or amended, the subject matter and dates of any such modifications or amendments, and (d) such other information as such requesting party may reasonably require. Such estoppel certificate may be relied upon by the party to whom it is addressed and its mortgagees, successors, and assigns.

9. Run With the Land.

- a. Unless deemed abandoned in accordance with the provisions of Section 9(b), this Agreement shall be effective as of the date first above written and shall continue in perpetuity until such time as all of the Owners agree in a written and recorded instrument to terminate this Agreement; however, if Applicable Laws prohibit the effectiveness of this Agreement in perpetuity, then this Agreement shall continue in full force and effect until the date that is one day prior to the latest permitted date of effectiveness under Applicable Laws. The terms, easements, covenants and conditions contained in this Agreement shall run with the land which is benefited and burdened therewith and the same shall be binding upon and inure to the benefit of the successors and assigns of all or any portion of the Innovative Property and the DTC Property. As such, Innovative and DTC and each grantee of all or any portion of either Property shall be deemed by the acceptance of the conveyance of the same and the possession thereof to be subject to all terms, restrictions, covenants and easements contained herein, and to have assumed all obligations relating thereto.
- b. Upon (i) the substantial removal of the Façade Improvements by Innovative for a period of twelve (12) consecutive months or more, and (ii) the failure of Innovative to affirm its intent to continue to use the Façade Easement within thirty (30) days after Innovative's receipt of written notice from DTC, notifying Innovative that DTC believes that the Façade Easement has been abandoned by Innovative, provided, that if Innovative fails to affirm its intent to continue to use the Façade Easement to DTC within such thirty (30) day period, DTC shall provide to Innovative a second additional written notice, notifying Innovative that DTC believes that the Façade Easement has been abandoned by Innovative, and if Innovative fails to affirm its intent to continue to use the Façade Easement within such additional thirty (30) day period after Innovative's receipt of such second additional written notice from DTC, then the Façade Easement shall conclusively be deemed "abandoned" by Innovative hereunder; in which event, this Agreement shall terminate and either party may record a written acknowledgment of the termination of this Agreement with the Wayne County, Michigan Register of Deeds as a result of such deemed abandonment of the Façade Easement by Innovative under this Agreement.

- 10. <u>Compliance with Applicable Laws</u>. Each Owner shall be obligated to comply with the terms and conditions of this Agreement, all Applicable Laws and any instrument binding upon its Property. Each Owner shall be responsible for causing its respective tenants, licensees and occupants to comply with the terms of this Agreement.
- 11. <u>Limitation of Liability: Transfers of Properties</u>. The liability of each Owner under this Agreement shall be strictly limited to each such Owner only and not any of Owner's direct or indirect members, partners, shareholders, managers, officers, directors or employees. In the event of any transfer or transfers of an Owner's interest in a Property (or portion thereof), the transferor shall be automatically relieved of any and all obligations under this Agreement with respect to such Property (or portion thereof) on the part of such Owner arising from and after the date of such transfer, but such transferor shall remain liable for all prior obligations arising or accruing prior to the date of such transfer.
- 12. <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Laws.
- 13. <u>No Waiver</u>. The failure to enforce any of the restrictions or easements herein contained shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions or easements.
- 14. <u>Non-Dedication</u>. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of either Property or any easement to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement is for the exclusive benefit of each Owner and Property, and that nothing in this Agreement, express or implied, shall confer upon any person, other than such Owners, any rights or remedies under or by reason of this Agreement.
- 15. <u>Amendment</u>. This Agreement may be amended from time to time, or terminated, only upon the proper execution, acknowledgment and recording of a written instrument by the Owners of each Property.
- 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. In the event any legal proceedings are brought in connection with this Agreement, the venue therefor shall be only the state court located in Wayne County, Michigan, or the U.S. District Court for the Eastern District of Michigan, and the courts to which an appeal therefrom may be taken.
- 17. <u>Headings</u>. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof.
- 18. <u>No Partnership</u>. Nothing in this Agreement shall be construed to make the Owners partners or joint venturers or render any of such Owners liable for the debts or obligations of the others.

19. Notices. All notices, demands and requests required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the Owners at the addresses shown below, and shall be deemed received (a) one (1) business day after having been deposited with a nationally recognized overnight courier service, sent for and guaranteeing next business day delivery, all charges prepaid, (b) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (c) upon sending, if sent by email:

If to Innovative: Innovative Acquisitions LLC

c/o Bedrock Management Services LLC

630 Woodward Avenue Detroit, Michigan 48226

Attn: CEO

Email: BedrockExec@bedrockdetroit.com

With a copy to: Innovative Acquisitions LLC

c/o Bedrock Management Services LLC

630 Woodward Avenue Detroit, Michigan 48226 Attn: General Counsel

Email: legalnotices@bedrockdetroit.com

Honigman LLP

2290 First National Building 660 Woodward Avenue Detroit, Michigan 48226 Attn: David J. Jacob, Esq. Email: djacob@honigman.com

If to DTC: Detroit Transportation Corporation

535 Griswold Street

Suite 400

Detroit, Michigan 48226 Attn: Robert Cramer

Email: RCramer@thepeoplemover.com

With a copy to: Detroit Transportation Corporation

535 Griswold Street

Suite 400

Detroit, Michigan 48226

Attn: General Manager's Office

Email: mpitchford@thepeoplemover.com

Cooper & Riesterer, PLC 7900 Grand River Road Brighton, Michigan 48114

Attn: Abby Cooper Email: abby@crlaw.biz

Upon at least ten (10) days' prior written notice to the other Owner, each Owner shall have the right to change any of its contact information above, including a new email and a new physical address provided the new physical address is one within the United States of America.

20. Reimbursement of Attorneys' Fees. Promptly upon DTC's request, Innovative will reimburse DTC for all of its reasonable and documented attorneys' fees that DTC reasonably incurs in connection with the negotiation and documentation of the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON NEXT PAGES.] IN WITNESS WHEREOF, this Easement Agreement has been duly executed by each of the parties hereto, with all due authority, to be effective as of the date first above written.

INNOVATIVE:

INNOVATIVE ACQUISITIONS LLC,
a Michigan limited liability company

By: Name: Kofi Bonner

Title: Authorized Representative

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this the day of MRCh, 2023, by Kofi Bonner, the Authorized Representative of Innovative Acquisitions LLC, a Michigan limited liability company, on behalf of such limited liability company.

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1	HEATHER MALDEGEN-LONG
ł	Notary Public - State of Michigan
	County of Oakland
M	Commission Fundament
Ac	y Commission Expires Sep 11, 2027
	ting in the County of wayne

Printed Name: Heather Maidegen-Long
Notary Public, OAKIA not County
State of Michigan

My Commission Expires: 9-11-2027
Acting In: Wayne County

[SIGNATURES CONTINUED ON NEXT PAGE.]

IN WITNESS WHEREOF, this Easement Agreement has been duly executed by each of the parties hereto, with all due authority, to be effective as of the date first above written.

DTC:

B€:

DETROIT TRANSPORTATION

CORPORATION,

a Michigan public body corporate

Name: Robert Cramer

Title: GENERAL MANAGER

STATE OF MICHIGAN)

COUNTY OF WATER)

The foregoing instrument was acknowledged before me this By day of Market 2023, by Robert Cramer, the Lawrence Detroit Transportation Corporation, a Michigan public body corporate, on behalf of such corporation.

Printed Name: MARY A. PITZUFONO

Notary Public, OAKLAND County

State of Wham com

My Commission Expires: Mancy 10, 2023

ACTIVE IN WAYNE COUNTY

This instrument prepared by and when recorded return to:

David J. Jacob, Esq. Honigman LLP 2290 First National Building 660 Woodward Avenue Detroit, Michigan 48226

EXHIBIT A

LEGAL DESCRIPTION OF THE INNOVATIVE PROPERTY

Land situated in the City of Detroit, County of Wayne in the State of Michigan and described further as:

LOTS 7 THROUGH 10 INCLUSIVE OF THE PLAT OF SECTION 10 OF GOVERNOR & JUDGES PLAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 34, PAGE 553 OF DEEDS, WAYNE COUNTY RECORDS ALSO ALL THE REVERSIONARY INTEREST IN THE SOUTH 38.77 FEET OF THE EAST 10 FEET OF THE VACATED ALLEY IN THE REAR OF LOT 7 ALSO THE WEST 5 FEET OF VACATED WASHINGTON BOULEVARD ADJACENT TO LOTS 7 THROUGH 10, CITY OF DETROIT WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE (60 FEET WIDE) AND THE WESTERLY RIGHT OF WAY LINE OF WASHINGTON BOULEVARD (195 FEET WIDE); THENCE S.00°12'43"E., 244.02 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE S.89°47'45"W., 115.00 FEET TO A POINT ON THE CENTERLINE OF A PUBLIC ALLEY (20 FT WIDE); THENCE ALONG SAID CENTERLINE, N.00°12'43"W., 39.00 FEET; THENCE N.89°47'45"E., 10.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID ALLEY; THENCE N.00°12'43"W., 205.03 FEET ALONG SAID EASTERLY LINE TO THE SOUTHERLY LINE OF SAID GRAND RIVER AVENUE; THENCE N.89°47'45"E., 105.00 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.597 ACRES.

Commonly known as: 1265 Washington Blvd., Detroit, Michigan 48226 1249 Washington Blvd., Detroit, Michigan 48226

PINs: 02000298-9

EXHIBIT A-1

DEPICTION OF THE INNOVATIVE PROPERTY

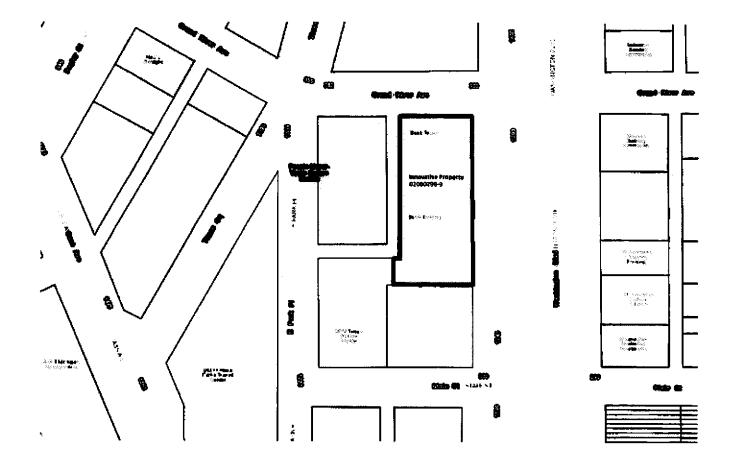


EXHIBIT B

LEGAL DESCRIPTION OF THE DTC PROPERTY

Land situated in the City of Detroit, County of Wayne in the State of Michigan and described further as:

E PARK PLACE N 2FT 59 60 THRU 62PLAT OF SEC 10 GOVERNOR & JUDGES PLAN L34 P553 DEEDS WCR 2/2 184,31X100

Commonly known as: 1118 Park Place, Detroit, Michigan 48226

PIN: 020003059

EXHIBIT B-1
DEPICTION OF THE DTC PROPERTY

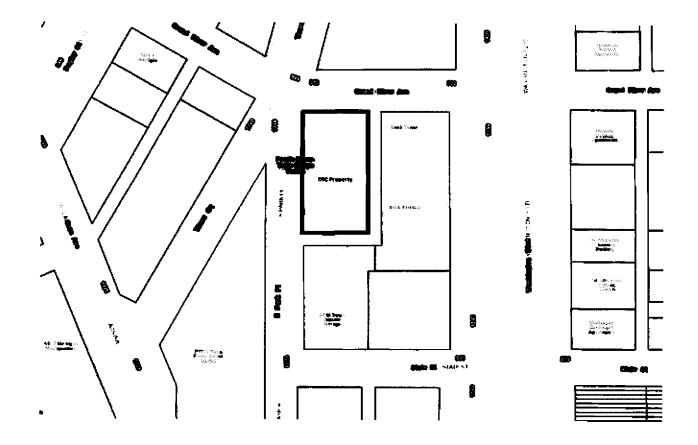


EXHIBIT C

FAÇADE EASEMENT AREA

