

91199583

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (hereinafter this "Agreement") is made as of March 1, 1991, by and between BOOK TOWER PROPERTIES, a Michigan limited partnership ("Book Tower"), whose address is 2800 Book Tower, Detroit, Michigan 48226; and the CITY OF DETROIT DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan public authority and body corporate organized and existing under Act No. 197 Public Laws of Michigan of 1975, as amended ("DDA"), whose address is 150 West Jefferson, Suite 1500, Detroit, Michigan 482 5.

RECITALS:

This Agreement is based upon the following recitals:

A. Book Tower is the owner of certain land located in the City of Detroit, County of Wayne, State of Michigan, more particularly described on Exhibit A hereto (the "Tower") which is an office complex.

B. The DDA owns a parking garage, to the north of and across Grand River from the Tower (the "Garage"), along with certain real property located in the City of Detroit, County of Wayne, State of Michigan, adjacent to the Garage (the "Premises") more particularly described on Exhibit B attached hereto.

C. Book Tower has constructed an elevated enclosed pedestrian walkway (the "Skywalk") connecting the Tower to the Garage in order to provide the public and tenants of the Tower

91199583

91 NOV 12 11:21 AM
FOREST E. JOHNSBLOOM
REGISTER OF DEEDS
WAYNE COUNTY, MI

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FOREST E. JOHNSBLOOM
REGISTER OF DEEDS
WAYNE COUNTY, MI

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98-
V

improved access to the Garage, as shown on Exhibit C, pursuant to the easement granted by the Michigan Department of Transportation and attached hereto as Exhibit D.

D. It is hoped that the construction of the Skywalk will increase use of the Garage, and will otherwise benefit the City of Detroit and the DDA. Accordingly, DDA and Book Tower have agreed to take certain steps to achieve these mutually beneficial results. DDA has agreed to permit Book Tower to use a portion of the undeveloped airspace in the Premises for foundation and footings as shown in Exhibit C and has agreed to permit the Book Tower to connect the Skywalk to the Garage upon the terms and conditions hereinafter set forth (the plane of connection between the Skywalk and the Garage is hereinafter referred to as the "Connection" and is shown on Exhibit C), and to permit the use of the Connection and the Skywalk by Book Tower and its respective agents, employees, tenants, guests, licensees and invitees. The DDA and Book Tower have also agreed to enter into an Operations Agreement relating to the day to day operations of the Skywalk.

NOW, THEREFORE, in consideration of the foregoing, it is hereby agreed:

I.

GRANT OF EASEMENT

1.01 Grant of Easements. DDA hereby grants to Book Tower, its successors and assigns, perpetual, non-exclusive easements and rights of use in common solely with Grantor, its successors and assigns, employees, agents, independent contractors,

licensees, guests and invitees, as well as Grantor's tenants and their employees, agents, independent contractors, licensees, guests and invitees:

- (a) in, above and to the Premises, including structures, improvements and amenities in and above the Premises, including such support columns, beams, walls or other means of support as shall be necessary or advisable for sound design and construction, and to exclusively have all rights and benefits from and control over said structures, amenities and improvements, subject to the terms and conditions set forth herein;
- (b) in and to the Premises, for the purpose of pedestrian ingress and egress, passage over, along, through and across the Premises, subject to the terms and conditions set forth herein;
- (c) in and to the Premises, for the purpose of maintaining and repairing columns, brackets, footings, foundations, beams and other structural components for the surface, subsurface and lateral support of any structure constructed in the Premises, subject to the terms and conditions set forth herein.

1.02 Permanent Easement for Use, Maintenance and Repair.

DDA hereby grants to Book Tower, for the benefit of the Tower and for the use of Book Tower, its contractors, employees and agents,

a perpetual easement and right of way into such portions of the Garage as may reasonably be required to enable Book Tower, its contractors, employees and agents, to repair, replace, alter, maintain and/or remove the Skywalk and its Connection to the Garage and to enter into the Garage with workmen, materials and equipment to the extent necessary to effect such repair, replacement, maintenance, alteration or removal, subject to the provisions of Section 9.14 hereof. The easement herein granted shall continue so long as the Book Tower has maintained the necessary easements, leases and other rights of way for operation of the Skywalk, so long as the Skywalk shall continue to be used on a regular basis, or during any temporary period of inspection, maintenance or repair that would preclude such use and so long as the Connection remains in the location described in this Agreement (including, but not limited to, any rebuilding of the Skywalk pursuant to Section 4.01 hereof). In the use of the easement granted hereunder, Book Tower shall take reasonable and prudent steps and Book Tower shall consult and cooperate with DDA to avoid unreasonable interference with the use by DDA of the Garage. The right to enter granted Book Tower under this Section is conditioned upon, except in emergency situations, Book Tower providing DDA with seventy two (72) hours written notice of the proposed entry. If an emergency necessitates entry without notice, Book Tower shall advise the DDA, of the problem within twenty four (24) hours after entry is made. In the event Book Tower, its employees, agents and/or contractors shall, in the use of the easement granted hereunder, cause any

damage to the Garage, Book Tower shall, at its sole cost, cause such damaged property or improvements to be expeditiously repaired or replaced to the condition which existed prior to such damage or destruction, as reasonably determined by DDA.

1.03 Easement for Ingress and Egress. DDA hereby grants to Book Tower, for the benefit of the Tower, its tenants, agents, employees, licensees, invitees, customers and guests, the non-exclusive right to enter upon and use the Garage, for entering and exiting from the Skywalk and the Connection, at any time during the hours the Garage is open for use by the public generally, and upon the same terms that the public generally is permitted access. Such easement shall commence on the date of this Agreement and shall continue so long as the Skywalk shall continue to be used on a regular basis, or during any temporary period of inspection, maintenance or repair that would preclude such use, so long as the Book Tower has maintained the necessary easements, leases and other rights of way for operation of the Skywalk, and so long as the Connection remains in the location described in this Agreement. DDA shall have the right to preclude the exercise of the easement rights granted herein for such temporary periods as determined by DDA to be necessary to prevent access by unauthorized persons to the Garage when the Garage is closed to the public.

REPAIR, REPLACEMENT AND MAINTENANCE

2.01 Alteration or Demolition of Skywalk. Book Tower may at any time, in the exercise of its sole discretion, demolish, alter, improve or relocate the Skywalk, subject to the provisions of Section 9.14 hereof; provided, however, that should it demolish the Skywalk or breach the Agreement, it shall restore the Garage in the area of the Connection to the same condition that it was in prior to the construction of the Skywalk, reasonable wear and tear excepted, unless such demolition or removal shall be occasioned by demolition or abandonment of the Garage.

III.

INSURANCE AND INDEMNIFICATION

3.01 Insurance Requirements. Book Tower shall procure and maintain comprehensive public liability insurance in minimum amounts of \$1,000,000 for bodily injury or death per occurrence and property damage insurance in the amount of \$1,000,000 per occurrence with respect to the Skywalk and the Connection, naming DDA as additional insured with respect to the operation, maintenance and use of the Connection and Book Tower's use of the easements granted herein. All policies required hereunder shall be written with insurance companies licensed to do business in the State of Michigan, and any policies on which DDA is named as an additional insured shall provide that said additional insured shall be notified in writing by the insurance carrier at least thirty (30) days prior to any cancellation, modification or amendment of

said policies. Certificates evidencing all required insurance policies shall be delivered to DDA prior to execution of this Agreement. Copies of those policies on which DDA is named as an additional insured shall be delivered to DDA as soon as the same are reasonably available.

3.02 Indemnity. Except to the extent such claims or actions result solely from the negligent actions or willful misconduct or omissions of DDA, Book Tower hereby agrees to indemnify, defend and hold harmless the Authority and the City and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from its performance or failure to properly perform its obligations, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, personal injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission, or intentional act of the Book Tower, any Contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder from any loss arising from the use of the easement in general.

IV.

DAMAGE OR DESTRUCTION; CONDEMNATION

4.01 Damage or Destruction. In the event the Skywalk or the Connection shall be damaged or destroyed by fire or other casualty, Book Tower may, if it so chooses, in its reasonable discretion, cause the same to be repaired and restored to the condition which existed prior to such damage or destruction. In the event Book Tower elects not to restore the Skywalk and the Connection, it shall expeditiously restore the Garage in the area of the Connection to the condition which existed prior to the construction of the Skywalk and the Connection, unless the Garage shall be demolished or abandoned.

4.02 Condemnation. Book Tower shall also have the exclusive right to file a claim for the value of the Skywalk structure in the event of a taking (by condemnation or otherwise) of the Skywalk. If such taking shall preclude the use of the Skywalk as an elevated enclosed pedestrian walkway between the structures owned by the parties hereto, Book Tower shall have all of the rights set forth in Section 2.01 hereof, including the right to cause the remainder of the Skywalk to be demolished. Book Tower shall be obligated at its sole cost and expense to seal any openings in the walls of the Garage or the Tower resulting from the demolition of the Skywalk due to condemnation.

V.

REAL ESTATE AND OTHER TAXES

5.01 Real Estate Taxes. All real estate taxes payable with respect to the Skywalk and the easement rights for the use of the Skywalk shall be assessed to, and shall be paid by, Book Tower.

VI.

HOURS OF OPERATION; SECURITY

6.01 Hours of Operation. The Skywalk shall be available for use during such hours of operation as Book Tower, in its sole discretion, may deem necessary to provide for the needs of Book Tower, subject to the provisions of Section 9.14 hereof. During the hours when the Skywalk is unavailable for use, Book Tower may secure it from entry by locked doors at the Connection to the Skywalk or at such other place (or places) as it deems appropriate. Book Tower shall post the Garage hours of operation at or near the entrance to the Skywalk for the benefit of the public and tenants of the Tower who use the Garage.

6.02 Security. With respect to the Skywalk, Book Tower shall be responsible for the implementation of any security program that it may, at its option, decide to implement. Regarding the Connection, Book Tower shall provide such security as is mutually agreed upon between Book Tower and DDA. The cost of implementation of any security program shall be the sole responsibility of Book Tower.

CESSATION OF USE; DEMOLITION

7.01 Cessation of Use. In the event the Tower ceases to operate as an office complex, or the Garage is permanently closed to public access, or if the Garage is abandoned, Book Tower may in its reasonable discretion cause said Skywalk to be demolished, or take such other steps to prevent its use as it deems appropriate.

VIII.

DEFAULT; REMEDIES

8.01 Default. In the event of default by a party hereto, the party affected by such default shall give the party in default written notice of such default and the party receiving such notice of default shall have a period of thirty (30) days from the date of the notice to cure the same. Provided, however, if any default be of such a nature as to require more than thirty (30) days to cure, the party receiving notice of such default shall have such additional reasonable period of time as may be necessary to cure such default, provided that such party shall have commenced to cure such default within the aforesaid thirty (30) day period and shall thereafter continue to cure such default with reasonable diligence until such default has been cured.

8.02 Remedies for Defaults. In the event of any default which is not cured within the time permitted in Section 8.01 above, the party not in default shall have the right to cure such default on behalf of the defaulting party and if curing such default shall require the expenditure of money, the party curing such default

shall be entitled to repayment of such sums from the defaulting party together with interest on the amount expended at the rate of fifteen (15%) percent per annum (or the highest legal rate of interest which may be charged, if less) from the time of expenditure of funds by the nondefaulting party to the time of repayment by the defaulting party.

In the event the nature of the default hereunder is such that it cannot be cured by the payment of money and is a continuing default, the party affected by such default may apply to any court of competent jurisdiction for any appropriate relief, including specific performance and injunctive relief.

IX.

MISCELLANEOUS

9.01 Duration of Agreement. This Agreement shall continue in full force and effect so long as the Skywalk shall continue to exist as located and described in this Agreement (including, but not limited to, any rebuilding of the Skywalk pursuant to Section 4.01 hereof). This Agreement may be terminated only by the written agreement of the parties hereto or their successors and assigns. In the event of the termination of the easements and covenants contained herein either by agreement of the parties or upon the demolition of the Skywalk, the parties hereto shall acknowledge the termination of such easements and covenants by executing a document in recordable form which document shall at the earliest possible

opportunity be recorded with the Register of Deeds for Wayne County, Michigan.

9.02 Nature of Easements and Covenants. All of the easements contained in this Agreement shall be easements and covenants running with the land described on Exhibits A and B attached hereto and shall be a charge and burden upon the Garage for the benefit of the other parties hereto and all persons holding under and through them and their successors and assigns.

9.03 Parties Entitled to Enforce. Notwithstanding anything contained in this Agreement to the contrary, the only parties who shall be entitled to enforce this Agreement and the easements and covenants contained herein shall be the owners from time to time of the property described on Exhibits A and B attached hereto or any part thereof and their respective mortgagees.

9.04 Amendments. This Agreement may be amended only by an agreement in writing signed by the parties hereto or their respective successors and assigns with respect to the property described on Exhibits A and B attached hereto. If, and only if, a party hereto has mortgaged or assigned its rights hereunder to a mortgagee of the parcel owned by it as additional collateral for the repayment of such mortgagee's mortgage loan, any amendment executed in connection with preceding sentence after such mortgage shall be granted shall not be binding upon such mortgagee unless such mortgagee has consented thereto in writing.

9.05 Partial Invalidity. In the event any of the easements, restrictions or covenants contained herein shall be deemed invalid by judgment, court order or otherwise, such invalidity shall in no way affect any of the other easements, restrictions, or covenants contained herein, which easements, restrictions, and covenants shall remain in full force and effect.

9.06 Construction. This Agreement shall be governed by the laws of the State of Michigan. This Agreement and every part hereof shall, in all cases, be construed in whole according to its fair meaning and intent, and no rule of strict construction shall be applicable to any part at any time. Except where the context does not permit, any successor in interest of any party hereof shall be included (whether expressly named or not) in every reference in this Agreement to such party as fully as though expressly named and shall have the benefit of and be bound by all of the terms of this Agreement.

9.07 No Merger. In the event title to the parcels of land described on Exhibits A and B attached hereto shall be or become vested in any single person or entity, the easements and conveyances contained herein shall not merge by operation of law but shall remain fully binding upon such owners for the benefit of all parties herein above named as to be entitled to enforce the same.

9.08 Notices. Whenever notice is required to be given hereunder by one party to the other, such notice shall be sufficient if the same is in writing personally delivered or mailed by certified mail to such party at its address set forth below, return receipt requested with postage prepaid, or to such other address as shall be established from time to time by means of notice given in accordance with this Section.

If to Book Tower:

Book Tower Properties
 2800 Book Tower
 Detroit, Michigan 48226
Attention: Mr. Charles F. Pardon, Director
 of Properties

With a Copy to:

Dickinson, Wright, Moon, VanDusen & Freeman
 800 First National Building
 Detroit, Michigan 48226
Attention: James N. Candler, Jr., Esquire

If to DDA:

City of Detroit Downtown Development Authority
 150 West Jefferson
 Suite 1500
 Detroit, Michigan 48226
Attention: Mr. Romeo Betea, Project Coordinator

With a copy to:

Lewis, White and Clay
 A Professional Corporation
 1300 First National Building
 Detroit, Michigan 48226
Attention: Frank E. Barbee, Esquire

9.09 Ownership. The parties acknowledge that ownership of the Skywalk is vested solely in Book Tower.

9.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9.11 Paragraph Headings. The paragraph headings herein are for convenience and reference only and in no way define the scope or content of this Agreement or in any way affect its provisions.

9.12 Estoppel Certificate. At the request of any party, the other party shall execute and deliver within thirty (30) days an estoppel certificate addressed as requested stating that: (i) this Agreement is in full force and effect and has not been modified or amended or, if it has been modified or amended, the dates of any such modifications or amendments; and (ii) such other information as such requesting party may reasonably require.

9.13 Waste. Book Tower shall not willfully commit or suffer to be committed any waste upon the easement areas specified herein or allow any act to occur in the easement areas which would constitute nuisance, as the term is defined by the laws of the State of Michigan.

9.14 Exhibit List.

- Exhibit A: Legal Description of Tower Property;
- Exhibit B: Legal Description of Garage and Premises;
- Exhibit C: Drawings of Skywalk, and
- Exhibit D: Easement granted to Book Tower Properties by the Michigan Department of Transportation.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year first above written.

WITNESSES:

BOOK TOWER PROPERTIES,
a Michigan limited partnership

Deborah Ferszt
DEBORAH FERSZT
James N. Candler
JAMES N. CANDLER

By: Charles F. Pardon
CHARLES F. PARDON

Its: Director of Properties

CITY OF DETROIT DOWNTOWN
DEVELOPMENT AUTHORITY,
a Michigan municipal authority

Rosa L. McNamee
ROSA L. MCNAMEE
Judy A. Carmona
JUDY A. CARMONA

By: Coleman A. Young
COLEMAN A. YOUNG
Its: Chairman

Rosa L. McNamee
ROSA L. MCNAMEE
Judy A. Carmona
JUDY A. CARMONA

By: Bella I. Marshall
BELLA I. MARSHALL
Its: Secretary/Treasurer

APPROVED by the City of Detroit
Downtown Development Authority
Board of Directors on:

APPROVED AS TO FORM:

October 18, 1991

Lewis, White & Clay
LEWIS, WHITE & CLAY
A Professional Corporation

STATE OF MICHIGAN)
)
COUNTY OF WAYNE) ss.

The foregoing instrument was acknowledged before me this 21st day of August, 1991, by CHARLES F. PARDON, the Director of Properties for BOOK TOWER PROPERTIES, a Michigan limited partnership on behalf of said limited partnership.

DEBORAH ROSE FERSZT
Notary Public, Wayne County, MI
My Commission Expires Feb. 9, 1992

NOTARY PUBLIC, Wayne County, Michigan
My Commission Expires: 2-9-92

STATE OF MICHIGAN)
)
COUNTY OF WAYNE) ss.

The foregoing instrument was acknowledged before me this 28th day of October, 1991, by COLEMAN A. YOUNG and BELLA I. MARSHALL, the Chairman and Secretary/Treasurer, respectively, for CITY OF DETROIT DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan public authority and body corporate.

Wilhemenia Summers

DRAFTED BY

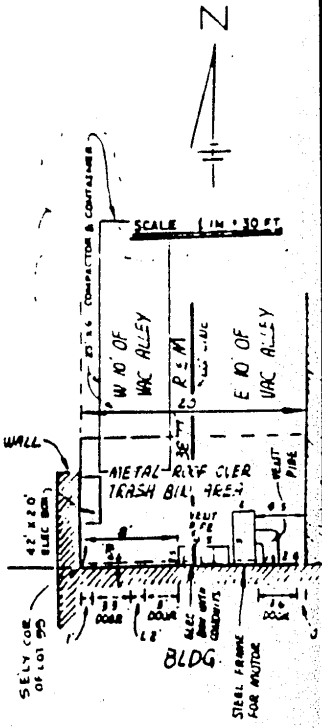
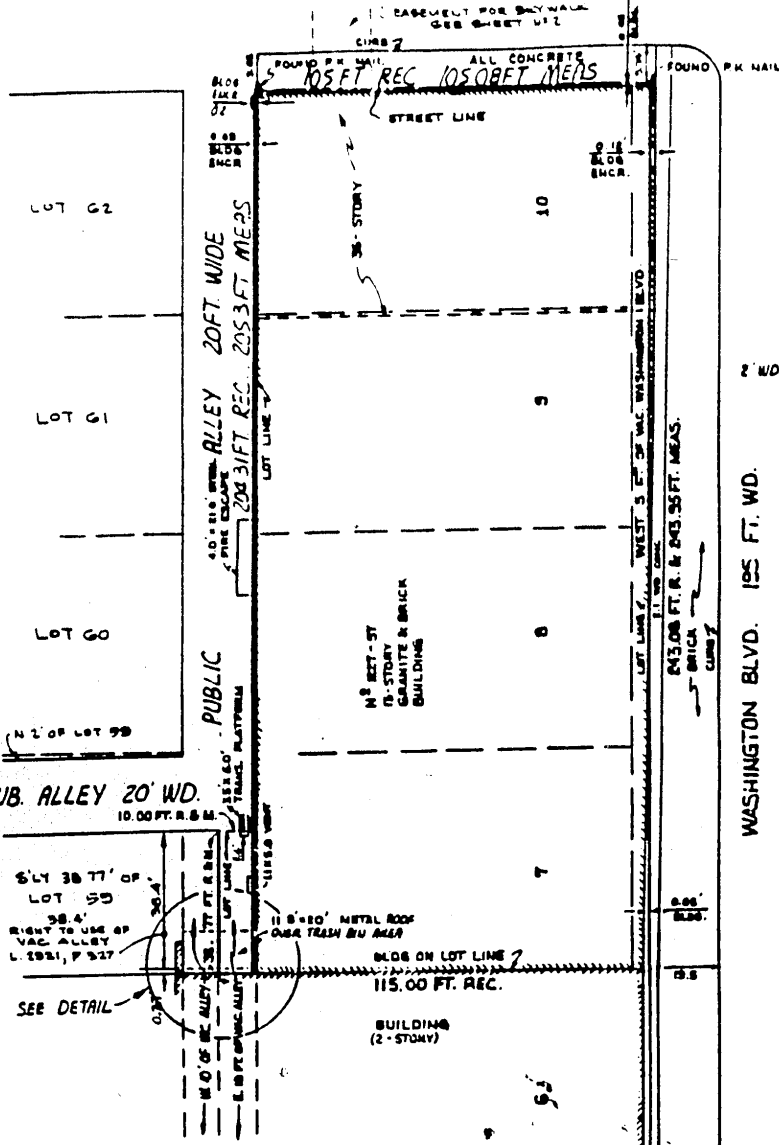
NOTARY PUBLIC, Wayne County, Michigan
My Commission Expires: Jan 19, 1992

WILHEMENIA SUMMERS
Notary Public, Wayne County, MI
My Commission Expires January 19, 1992

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

FRANK E. BARBEE, ESQUIRE
Lewis, White & Clay
A Professional Corporation
1300 First National Building
Detroit, Michigan 48226

GRAND RIVER AVE. 60 FT. WD.



DETAIL

SCALE 1" = 6'

M-301336-A

Owner: Book Tower Properties

April 26, 1949

EASMT REV. 4-10-51

Updated: July 19, 1949

Lead in the City of Detroit, Wayne County, Michigan described as:
 Lots 7, 8, 9 and 10 and West 5 feet of vacated Washington Blvd, adjoining, and East 10 feet of
 vacated alley in rear of Lot 7, Section 10, Block 10, Governor and Judges Plan, City of Detroit,
 Wayne County, Michigan, as recorded in Liber 34, Page 553 of Deeds, Wayne County Records.

SEE SHEET N° 3 FOR LEGAL DESCRIPTIONS

WE HEREBY CERTIFY that we have surveyed the property herein described; that the buildings and improvements are located entirely thereon as shown, photograph of which was taken end of which a print is attached hereto; and that said buildings and improvements are within the property lines and that there are no existing encroachments upon the lands and property described, unless otherwise shown above, and that the "skywalk" (bridge) lies within the 3-dimensional easement.
 NOTE: This survey is for mortgage purposes only and no property corner stakes were set. Do not use for establishing fence lines.

MASON L. BROWN & SON
 INCORPORATED
 CIVIL ENGINEERS AND LAND SURVEYORS
 1500 WOODWARD AVE. - 3RD FLOOR
 DETROIT, MICHIGAN 48215
 961-8717

CERTIFIED TO: American Title Ins. Co., Blue Water Title Co.,
 Chicago Title Ins. Co., Commonwealth Land Title Ins. Co.,
 Book Tower Properties, All 3 Advisors
 First American Title Agency of Detroit, Inc.,
 Philip F. Green Title Co., Superior Title Ins. Corporation
 Midland Title Co., Midland Title Agency,
 Victor Title Ins. Co., Transamerica Title Ins. Co.

FOR DETAIL OF SKY WALK SEE SHEET N° 2

BY *William L. Carter*
 PROF. ENGR. & REG. LAND SURVEYOR

M-301336-A
 SHEET N° 1 OF 3

First American Title Ins. Co. of the Mid-West

Legal Description

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

Lots 7, 8, 9, 10 and the West 3 feet of vacated Washington Boulevard adjoining, and the East 10 feet of vacated alley in the rear of Lot 7, Block 10, Section 10, Governor and Judges Plan, Detroit, Wayne County, Michigan, as recorded in Liber 34, Page 583 of Deeds, Wayne County Records;

together with the nonexclusive right of use of the North 38.4 feet of vacated alley in the rear of Lot 7 as a private alley for service and convenience of abutting land, as set forth in that certain Agreement dated July 16, 1928 and recorded July 17, 1928 in Liber 3221, Page 327, Register No. B-3919, Wayne County Records, and all right of occupancy and use of the three dimensional easement areas granted by the Michigan Department of Transportation to Book Tower Properties in that certain Right of Way Lease Agreement, dated June 8, 1990, MDOT No. 90-0774, Control No. 02121, to wit:

THREE DIMENSIONAL EASEMENT (FOOTING)

That part of the 60.00 foot dedicated Grand River Avenue right of way described as: Commencing at the Northwest corner of Lot 10, Section 10, of the Governor and Judges Plan, City of Detroit, Wayne County, Michigan, according to the plat thereof as recorded in Liber 34 of Deeds, Page 583, Wayne County Records; thence Easterly, along the Northerly line of said Lot 10, a distance of 11.00 feet; thence Northerly, at right angles to said Northerly line of Lot 10, a distance of 35.00 feet to the point of beginning; thence Easterly, parallel to said Northerly line of Lot 10, a distance of 19.00 feet; thence Northerly, at right angles to said Northerly line of Lot 10, a distance of 5.00 feet to the southerly line of Lot 11 of said Section 10; thence Westerly, along said Southerly line of Lot 11, a distance of 19.00 feet; thence Southerly, 5.00 feet to the point of beginning.

LOWER VERTICAL LIMIT:

The lower vertical limit of this three dimensional airspace description shall be an elevation of 103.00 feet, City of Detroit datum.

UPPER VERTICAL LIMIT:

The upper vertical limit of the three dimensional airspace description shall be an elevation of 115.00 feet, City of Detroit datum (minimum of 4.00 feet below existing sidewalk elevation).

THREE DIMENSIONAL EASEMENT (STRUCTURE)

HORIZONTAL LOCATION:

That part of the 60.00 foot dedicated Grand River right of way described as: Beginning at a point on the Northerly line of Lot 10, Section 10 of the Governor and Judges Plan, City of Detroit, Wayne County, Michigan, according to the plat thereof as recorded in Liber 34 of Deeds, Page 583, Wayne County Records which is 14.50 feet Easterly of the Northwest corner of said Lot 10; thence Easterly, along said Northerly line of Lot 10, a distance of 15.50 feet; thence Northerly, at right angles to said Northerly line of Lot 10, a distance of 60.00 feet to the Northerly right of way line of Grand River Avenue; thence Westerly, along said Northerly right of way line of Grand River Avenue, 15.50 feet; thence Southerly 60.00 feet to the point of beginning.

LOWER VERTICAL LIMIT:

The lower vertical limit of the three dimensional airspace description shall be an elevation of 135.00 feet, City of Detroit datum (minimum of 16.72 feet above the high point of Grand River Avenue).

UPPER VERTICAL LIMIT:

The upper vertical limit of the three dimensional airspace description shall be an elevation of 150.00 City of Detroit datum.

MASON L. BROWN & SON
INCORPORATED
CIVIL ENGINEERS AND LAND SURVEYORS
1800 WOODWARD AVENUE
DETROIT, MICHIGAN 48226
WO 1-8117

2/10 295 206 297.001 297.002 298.002 298.003 309

ALL HERETOFOR THE City of Detroit Building Authority, a public authority and corporate body, incorporated and existing pursuant to Public Acts of 1948, First Extra Session, as amended.

Convey and Warrant to City of Detroit Downtown Development Authority, a public authority and corporate body, incorporated and existing pursuant to Public Acts of 1948, First Extra Session, as amended.

the following described premises situated in the City of Detroit County of Wayne and State of Michigan, to-wit:

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

Lots 11 through 15 inclusive, as platted, together with the vacated Westerly 5 feet of Washington Boulevard adjacent thereto; Lots 63 through 66 inclusive; and North-South alley 20 feet in width extending from the North line of Grand River Avenue to the South line of Clifford Street; all in Plat of Section 10, Governor and Judge's Plan of the City of Detroit, according to the plat thereof, as recorded in Liber 34 of Deeds, Page 553, Deed Records; (Continued on Attachment) together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

for the sum of One Million Eighty-Five Thousand (\$1,085,000) Dollars

subject to This instrument is exempt from transfer tax pursuant to MCL 207.505(h)

Dated this 29th day of August 1980

Signed in the presence of

Signed by:

Barbara C. Moore
BARBARA C. MOORE

City of Detroit Building Authority

Patricia Lynn Reuter
PATRICIA LYNN REUTER

Coleman A. Young
COLEMAN A. YOUNG
Chairman

WITNESSES SEP 19 1980
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48228

Paul R. Thompson Jr.
PAUL R. THOMPSON JR.
Secretary

STATE OF MICHIGAN
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 29th day of August

1980 by Mayor Coleman A. Young, Chairman and Paul R. Thompson, Jr.,
(Individual Name(s) and Office(s) Held)
Secretary, City of Detroit Building Authority

Michigan
(State of Incorporation)
Barbara C. Moore
Wayne County, Michigan

My Commission expires June 4, 1983

SEP 19 1980
WAYNE COUNTY TREASURER
Clara

4453 City Treasurer's Certificate
SEP 19 1980

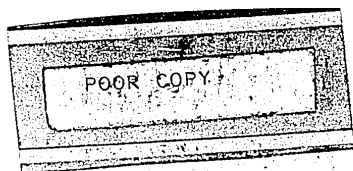
When Recorded Return To:
LEWIS, WHITE, CLAY & GRAVES
10th floor, 409 Griswold St.
Standard Federal Savings Bldg.
Detroit, Michigan 48226

Send Subsequent Tax Bills To:

Delivered by: JANE BERGER
Lewis, White, Clay & Graves
Business Address
409 Griswold St.
Detroit, Michigan 48226

Tax Parcel # _____ Recording Fee _____ Revenue Stamp _____

NO REVENUE ATTACHED EXHIBIT B



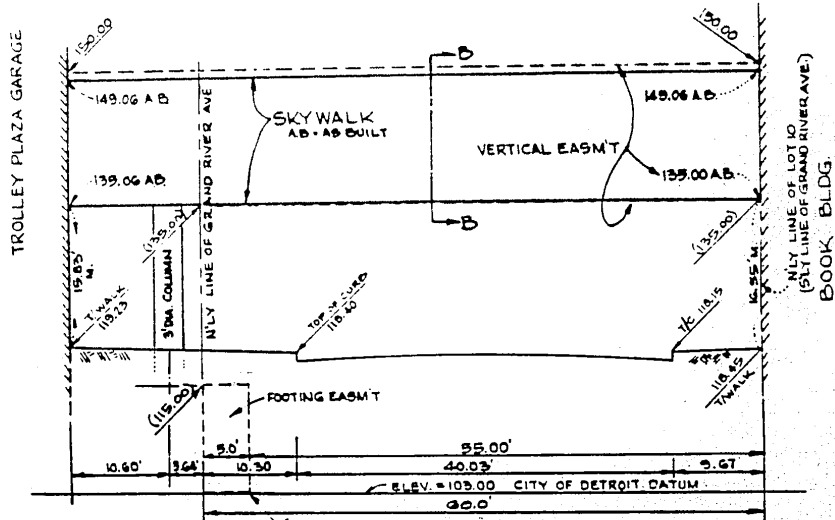
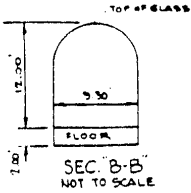
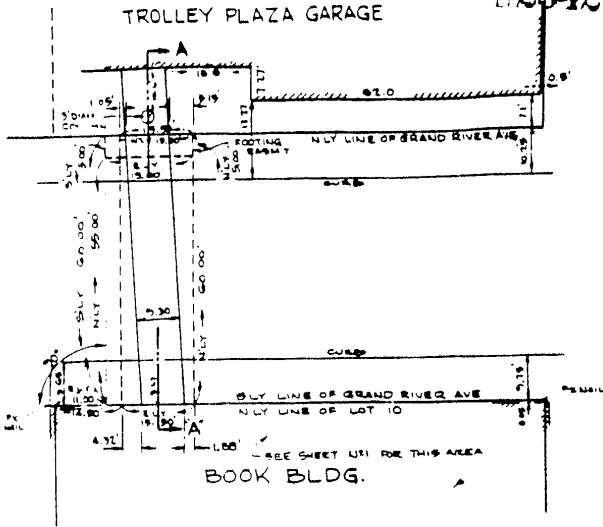
BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1886

6531948
TAKE YOUR REAL ESTATE TRANSACTIONS SAFE BY USING BURTON TITLE INSURANCE

ATTACHMENT

also a vacated triangular portion of Times Square (a public street 60 feet wide), said land being more particularly described as follows:

Commencing at the Northeast corner of Lot 15 of said Section 10 of the Governor and Judges Plan; thence South 89 degrees 58 minutes 55 seconds East along the South line of Clifford Street extended Easterly 5.0 feet to the point of beginning which point lies on the West line of Washington Boulevard, 195 feet wide; thence North 89 degrees 58 minutes 55 seconds West from said point of beginning along the South line of Clifford Street 135.63 feet to the Northwest corner of Lot 66; thence South 14 degrees 57 minutes 44 seconds West along the East line of Times Square 15.40 feet to a point; thence North 90 degrees 00 minutes West 39.97 feet to a point; thence due South 149.58 feet to a point on the Easterly line of Times Square; thence South 14 degrees 57 minutes 44 seconds West along said Easterly street line 141.08 feet to a point on the North line of Grand River Avenue; thence North 89 degrees 58 minutes 35 seconds East along said North Street line 216.01 feet to a point on the West line of Washington Boulevard; thence due North along said West line 300.62 feet to the point of beginning.



SECTION "A-A"
 SCALE: 1" = 10'
 (HORIZ. & VERT.)

SEE SHEET N#3 FOR LEGAL DESC.

MASON L. BROWN & SON
 INCORPORATED
 CIVIL ENGINEERS AND LAND SURVEYORS
 1500 WOODWARD AVENUE
 DETROIT, MICHIGAN 48226
 981-8717

BY *William J. Carlson*
 PROF. ENGR. & REG. LAND SURVEYOR
 JOB NO. M-30132G-A
 SHEET N#2 OF 3
EXHIBIT C

4/10/91

POOR COPY

MDOT NO. 90-0774
CONTROL 82121
JOB NO. _____
Parcel 171

RIGHT OF WAY LEASE AGREEMENT

THIS RIGHT OF WAY LEASE AGREEMENT, made this 8th day of June A.D. 1990 between Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT", having its principal office in the State Transportation Building, P.O. Box 30050, Lansing, Michigan 48909, and the Book Tower Properties, hereinafter referred to as the "LESSEE", having its principal office at Suite 2800, 1249 Washington Blvd., Detroit, Michigan 48226

WITNESSETH:

1. The DEPARTMENT, in consideration of the performance of the covenants contained herein by the LESSEE for the following term and subject to the conditions hereinafter provided, does lease to said LESSEE for the term specified, all that certain piece or parcel of land described as follows:

TERM: 20 Years

DESCRIPTION: See legal descriptions and marked prints attached hereto and made a part hereof as Exhibit "A", dated 1-5-90.

2. The only permitted use of the premises pursuant to this lease is:

USE: Pedestrian bridge over Grand River Avenue, extending between Book Building and Trolley Plaza Parking Garage, City of Detroit.

3. The LESSEE, in consideration of the covenants hereinafter made by the DEPARTMENT, does hereby lease said premises for the specified term, the rent and consideration for said premises for said term being as follows: Processing Fee only.

09/05/89

RWFAA08

CONSIDERATION: \$325.00

LI 25423 PA 881

4. In addition to the insurance required in Section 5 and the protection afforded thereby, the LESSEE agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof:

a. from any and all claims by persons, firms, or corporations for work, services, materials, or supplies provided to the LESSEE in connection with this Agreement; and

b. from any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, from environmental damage or degradation, and from attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or wilful acts or omissions of said indemnitee, its agents or employees.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the LESSEE or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the LESSEE shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purposes of this Agreement it will be considered as a breach of this Agreement thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The LESSEE will provide insurance in the following form and amount specified in Exhibit "B", dated 4-5-89 attached hereto and made a part hereof.

6. The LESSEE hereby covenants and agrees during the term of this Agreement to keep said premises for the sole and singular use specified in Section 2 and to comply with the following provisions:

09/05/89

RWFAA08

- a. All necessary permit requirements of the DEPARTMENT.
- b. Any proposed revision in the design, construction, or use of the facility described shall receive prior approval by the DEPARTMENT and shall be subject to concurrence by the Federal Highway Administration.
- c. No assignment or transfer of this Agreement or subletting of said premises, or any part thereof, will be made by the LESSEE without the previous written approval of the DEPARTMENT and when appropriate, the Federal Highway Administration. *See also File*

The obligations of the LESSEE as set forth herein, shall remain in full force and effect, notwithstanding any assignment or transfer or subletting of the premises described herein, until such obligations are specifically terminated by the DEPARTMENT in writing to the LESSEE.

d. In the event the LESSEE ceases to use the premises, or abandons the premises or changes it to a use other than that permitted in Section 2 herein, this Agreement shall terminate, exclusive and independent of Section 8 herein and the DEPARTMENT shall have the right to immediately reenter and take possession of the leased premises.

e. The DEPARTMENT reserves the right for representatives of the DEPARTMENT and the Federal Highway Administration to enter the premises described above for the purpose of inspection, maintenance, or reconstruction of the highway facility when necessary. Such inspections are made for the government owners own purposes and uses and shall not relieve the LESSEE of its duties and obligations under the terms of this Agreement.

f. The LESSEE agrees that the above described facility will be maintained so as to assure that any highway facilities, structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance, and that maintenance of the facilities of the LESSEE will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance, or operation of the highway facility and right of way. In the event that the LESSEE fails in its maintenance obligations, the DEPARTMENT at its discretion, at the cost of the LESSEE, may enter the premises and perform such work as may be necessary to assure compliance with the above or terminate this Agreement as provided for in Section 8.

g. The LESSEE will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive, or other dangerous, hazardous materials, or waste on the said premises and will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the highway.

h. No use of the described premises will be made by the LESSEE which does not conform with the provisions of current, appropriate Federal Aviation Administration regulations.

i. No on-premise signs, displays, or devices may be erected on the premises unless specified herein or approved by the DEPARTMENT.

j. The LESSEE acknowledges and agrees that this agreement is subject to the provisions of 1953 PA 189, MCL 211.181; MSA 7.7(5).

7. Execution of this Agreement by the DEPARTMENT is not a warranty of the DEPARTMENT'S title. It is the sole responsibility of the LESSEE to secure all necessary approvals and authorizations from all parties, public and private, for the intended use of the premises.

8. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the LESSEE and after said LESSEE has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Agreement shall be terminated and said LESSEE shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Agreement.

9. It is expressly understood that use of the described premises is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such premises required for the construction, operation, and maintenance of any present or proposed highway, or highway use, this Agreement may be terminated at the discretion of the DEPARTMENT.

10. Upon expiration or termination of this Agreement, the LESSEE will peacefully yield up said premises in as good order and condition as when delivered to the LESSEE, at no cost to the DEPARTMENT. In the event this Agreement is terminated or expires and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the LESSEE in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

11. Any removal or modification of the facilities of the LESSEE, when necessary for highway purposes, shall be performed by the LESSEE at no cost to the DEPARTMENT or the Federal Highway Administration. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the LESSEE or terminate this Agreement as provided for in Section 8.

12. The LESSEE recognizes and acknowledges that telegraph, telephone, power, and other public utility companies and cable television companies and municipalities may require the relocation, removal, or modification of the LESSEE'S facilities and it shall so accommodate the same when requested by those parties at no cost to the DEPARTMENT or interference with the trunkline right of way and highway facility.

13. The LESSEE will comply with applicable statutes, ordinances, regulations, and governmental directives etc. etc., and with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts" as set forth in Appendix "A", dated August, 1985, attached hereto and made a part hereof.

14. The DEPARTMENT hereby covenants that the LESSEE, performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said premises for the term aforesaid and all extensions of said term subject to the exclusions contained in Section 7.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

Charles F. Pardon

BY: Director of Properties
TITLE: Dir. - 98

APPROVED
State
Administrative Board
6-5-90

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: James P. Pitz
TITLE: James P. Pitz
Department Director MBOT

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EXHIBIT 25423 PA 885

Plat of Governor and Judges Flan
City of Detroit
Wayne County

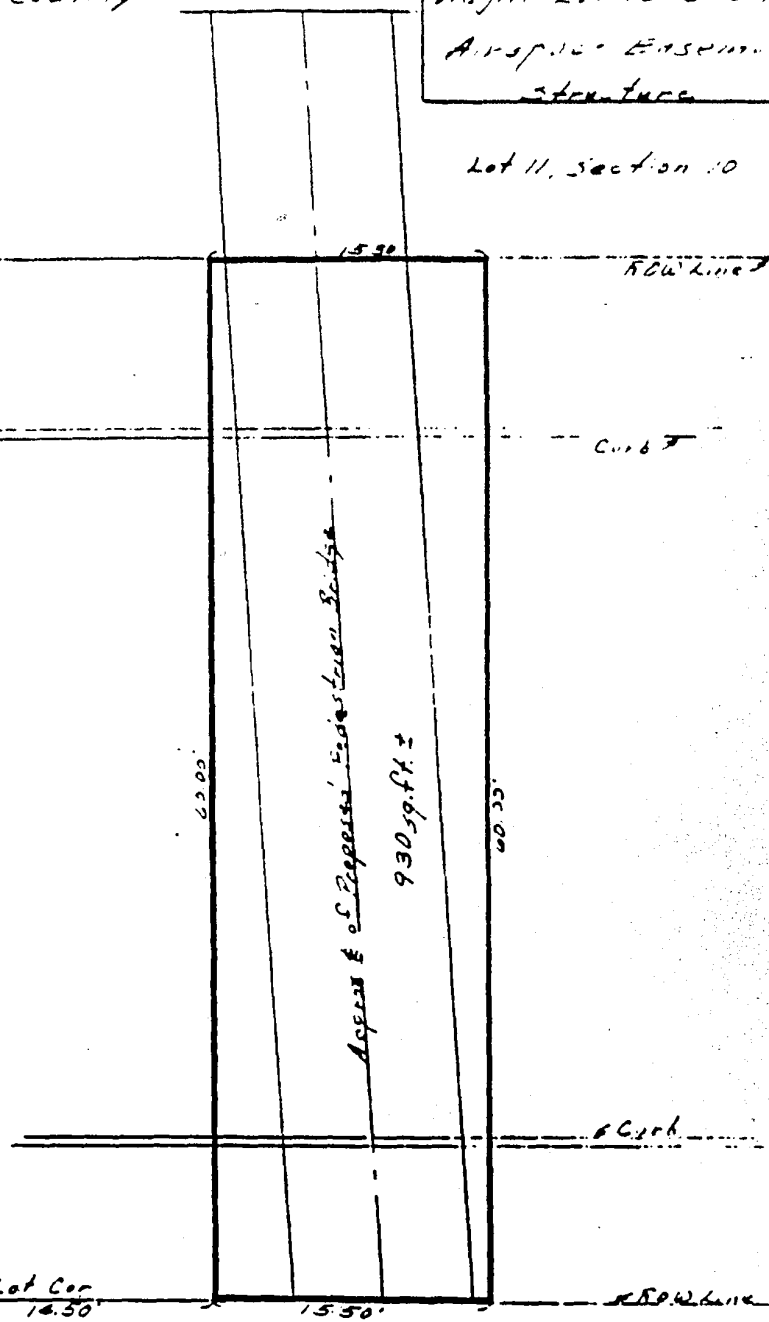
Contract 82121
Grand River Ave ROW
Adj. to Lot 10 Sec 10
Airspace Easement
Structure

Lot 11, Section 10



Scale
1" = 10'
Drawn 2/24/46
Checked

Grand River Avenue
60' R.O.W.



20 A/1/64

Book Building
Lot 10, Section 10

EXHIBIT A

125423 PA 886

Plat of Governor and Judges Plin
City of Detroit
Wayne County

Control 82121
Grand River Ave R.O.W.
Adj. to Lot 11, Sec. 10
Airspace Easement
Footing

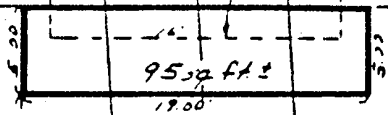


Lot 11, Section 10

Approx. Location of
Proposed Footing

R.O.W. line

Scale
1" = 20'
Drawn by [signature]
Checked



Curb

Grand River Avenue
60' R.O.W.

55.00'
Approx. L. Proposed Footing on Boundary

Curb

Lot Cor.
11.00'

R.O.W. line

Back Building
Lot 10, Sec. 10, T10N

25' Alley

Control 82121
Grand River Avenue ROW
Adjacent to Lot 10, Section
10

LI 25423 PA 887

THREE DIMENSIONAL EASEMENT (STRUCTURE)

HORIZONTAL LOCATION:

That part of the 60.00 foot dedicated Grand River Avenue right of way described as: Beginning at a point on the Northerly line of Lot 10, Section 10 of the Governor and Judges Plan, City of Detroit, Wayne County, Michigan, according to the plat thereof as recorded in Liber 34 of Deeds, Page 553, Wayne County Records which is 14.50 feet Easterly of the Northwest corner of said Lot 10; thence Easterly, along said Northerly line of Lot 10, a distance of 15.50 feet; thence Northerly, at right angles to said Northerly line of Lot 10, a distance of 60.00 feet to the Northerly right of way line of Grand River Avenue; thence Westerly, along said Northerly right of way line of Grand River Avenue, 15.50 feet; thence Southerly 60.00 feet to the point of beginning.

LOWER VERTICAL LIMIT:

The lower vertical limit of the three dimensional airspace description shall be an elevation of 135.00 feet, City of Detroit datum (minimum of 16.72 feet above the high point of Grand River Avenue).

UPPER VERTICAL LIMIT:

The upper vertical limit of the three dimensional airspace description shall be an elevation of 150.00 City of Detroit datum.

Contains 930 square feet, more or less.

JM