

LIBER 46876 PAGE 200

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\$67.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
03/20/2014 10:51:12 AM RECEIPT# 25977  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

### RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is made this 14<sup>th</sup> day of March, 2014, by and between RE Fund Eaton 2, LLC, a Michigan limited liability company, whose address is 30180 Orchard Lake Rd Suite 150 Michigan 48334 ("RE Fund"), and Eton Street Station II Condominium Association, a Michigan Nonprofit Corporation, whose address is, 28545 Orchard Lake Road, Farmington Hills, Michigan 48334 ("Eton").

#### WITNESSETH:

WHEREAS, RE Fund is the owner of a certain parcel of land located in the City of Birmingham, County of Oakland, State of Michigan, legally described in Exhibit A attached hereto and made a part hereof, (the "RE Fund Units"); and

WHEREAS, Eton is the Condominium Association charged with administration of the Condominium known as Eton Street Station II, located in the City of Birmingham, Oakland County, Michigan, as legally described on Exhibit B attached hereto and made a part hereof ("Eton Street Station II"). The RE Fund Units were part of Eton Street Station II, but have been contracted out of the condominium by recordation of the Fifth Amendment, and are now adjacent to Eton Street Station II. Eton Street Station II, including the RE Fund Units, shall be collectively referred to as the "Total Site"; and

WHEREAS, in order to provide for the compatible use of the Total Site, RE Fund is willing to grant to Eton rights of access, ingress and egress for vehicular and pedestrian traffic, over a portion of the RE Fund Units and RE Fund is willing to agree to certain terms relating to the RE Fund Units in connection with such grant; and

WHEREAS, in order to provide for the compatible use of the Total Site, Eton is willing to grant RE Fund rights of access, ingress and egress for vehicular and pedestrian traffic over a portion of Eton Street Station II and Eton is willing to agree to certain terms relating to Eton Street Station II in connection with such grant; and

WHEREAS, RE Fund and Eton wish to establish the easements, agreements, rights, restrictions and obligations between the parties with respect to the Total Site as set forth in this Agreement.

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OAKLAND COUNTY  
REGISTER OF DEEDS

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NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto covenant and agree to and with each other as follows.

## **ARTICLE I DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 **Party.** A Party means RE Fund or Eton, and any successor or assign to RE Fund acquiring a fee interest in and to the RE Fund Units.
- 1.2 **Permittees.** The officers, employees, agents, customers, tenants, contractors, business visitors, business guests, licensees and invitees of a Party, or its Permittees.

## **ARTICLE II SETTLEMENT**

- 2.1 **Fifth Amendment.** RE Fund has removed the RE Fund Units as legally described on Exhibit A to this Agreement pursuant to the Fifth Amendment to Master Deed of Eton Street Station II, which has been recorded in the Oakland County Register of Deeds (the "Fifth Amendment") at Liber 46791, Page 245. Eton shall not challenge, object or otherwise contest the effectiveness, legal description or validity of the Fifth Amendment, and hereby agrees not to contest the Fifth Amendment. RE Fund shall be solely responsible for the cost of the Fifth Amendment.
- 2.2 **Payment.** RE Fund will pay \$3,200 per unit to Eton upon issuance of a certificate of occupancy for each Unit in RE Fund's project ("RE Fund Unit"). Once a RE Fund Unit is occupied, RE Fund shall commence payment on a monthly basis for that RE Fund Unit in an amount equal to 50% of the association dues which would otherwise be owed by that RE Fund Unit, if such unit was a part of Eton Street Station II Condominium. Said Units shall be subject to the same percentage increases in assessments as the Units in Eton Street Station II. RE Fund Units shall not pay for any capital improvements nor for any special assessments (with the exception of emergency assessments attributable to items which directly benefit the RE Fund Units, such as the alley, that are not fully funded by the reserve funds), but only for those items which would be part of the regular assessments, as set forth in Article II, Section 2(a) of the Condominium Bylaws, for "... proper operation, management, and maintenance of the Condominium Project, . . ." The regular assessment shall include a reserve pursuant to the Condominium Bylaws, which reserve shall in part also be available for the landscaping and irrigation maintained by Eton hereunder, as well as for the existing sidewalks that are currently be maintained by Eton, but not for those sidewalks built by RE Fund, which will be installed, maintained and repaired at RE Fund's expense. All payments for the RE Fund Units shall be paid to Eton from the owner of said RE Fund Units, unless and until the RE Fund Units are

converted to condominium ownership, at which point the obligations shall be paid by the condominium association created to administer the condominium. RE Fund will maintain the exterior of the building or buildings which it develops.

- 2.3 Landscaping. Once certificates of occupancy for the RE Fund Units are issued, Eton shall maintain the landscaping of the frontage portion of the subject property along Villa Avenue, from the street to the building(s) front. Said obligation shall include maintenance, but not removal or replacement, of all landscaping and irrigation, including cutting/ trimming and fertilization of the lawn area and all plantings including those around the building. RE Fund shall permit reasonable access to Eton for maintenance of said area and for reasonable use of said area by Eton Street Station II co-owners.
- 2.4 Alley. The Alley shall be described as the twenty (20) foot area behind the proposed RE Fund Units, which extends from Lewis St. to the boundary at the rear of the subject property. Eton shall maintain and clear the Alley and RE Fund driveways up to the garage door, including snow removal, and shall permit access across that alley to RE Fund and its residents for ingress and egress. Eton shall not petition to eliminate any parking spaces on Villa Avenue and Eton St., recognizing that RE Fund may require usage of said spaces for its proposed development.
- 2.5 Restrictions. RE Fund will agree to abide by the Eton rules relating to refuse collection and other reasonable requirements relating to the maintenance of the subject property. Other than as set forth above, there shall be no other restriction on the use of the property by RE Fund, nor any architectural review by Eton of RE Fund's plans or proposed building (s) and Eton shall not as an organization object to the City during RE Fund's approval process, provided RE Fund seeks approval of its typical multifamily product.

### ARTICLE 3 EASEMENTS AND LICENSES

- 3.1 Access, Ingress and Egress Easements.
  - A. RE Fund hereby grants to Eton, its successors, assigns and Permittees, for the benefit of Eton Street Station II, the perpetual, non-exclusive right, privilege and easement to use:
    - i. those driveways and roadways which exist or are hereafter constructed upon the RE Fund Units, as the same may be relocated from time to time, with the consent of all Parties (which consent shall not be unreasonably delayed or withheld), for pedestrian and vehicular traffic; and
    - ii. the lawn areas now or hereafter constructed on the RE Fund Units as the same may be relocated from time to time, to permit the Parties and their respective Permittees to use same in common with RE Fund, its respective

successors and assigns and Permittees, and all persons claiming by or through them, for the purpose of access to, ingress to and egress from and passage to and from Eton Street Station II without payment of any fee or other charge being made therefore.

- B. Eton hereby grants to RE Fund, their successors, assigns and Permittees, for the benefit of the RE Fund Units, the perpetual, non-exclusive right, privilege and easement to use those driveways and roadways which exist or are hereafter constructed upon Eton Street Station II, as the same may be relocated from time to time, for pedestrian and vehicular traffic; and
- C. The ingress and egress easements described in 3.1.A and 3.1.B above are hereafter referred to as the "ROW Easements". No Party hereto shall suffer or permit any building, improvements (other than paving), barrier or obstacle to be erected on any portion of the ROW Easement used as driveways and roadways (or any relocation thereof) and to the end that there shall be free flow of vehicular and pedestrian traffic over the ROW Easements. However, minor encroachments that do not materially interfere with the use and enjoyment of the ROW Easements shall be permitted.

- 3.2 Temporary Construction Easement. Eton hereby grants RE Fund a temporary construction easement over Eton Street Station II (but excluding the buildings located on Eton Street Station II) for the purposes of carrying out the construction of RE Fund's project. RE Fund shall ensure that there shall be no driving or parking of construction vehicles or equipment past the alley and throughout the rest of the complex and shall periodically have the streets and alley utilized for construction traffic cleaned of construction dirt and debris. This temporary construction easement shall expire on the date the City of Birmingham certifies that the work on the RE Fund Units and the streetscape improvement have been completed and approved. RE Fund shall carry on its construction so as to minimize (and avoid, if reasonably possible) interference with the Eton residents.

#### ARTICLE 4 MAINTENANCE

- 4.1 ROW Easements and Parking Lot Maintenance Obligations. Eton shall maintain the ROW Easements now or hereafter located on the Total Site in good order and condition and state of repair, at all times in a clean and sanitary condition, reasonably free of ice and snow accumulation, in accordance with standards prevailing for residential developments in Birmingham, Michigan.
- 4.2 Reimbursement. RE Fund shall reimburse Eton as set forth in Section 2.2 above. Eton may contract with a reputable property management firm to carry out the repair and

maintenance required of Eton or may supervise the repair and maintenance itself.

- 4.3 Easement. RE Fund hereby grants Eton an easement over the RE Fund Units for the purpose of carrying out the maintenance obligations of Sections 4.1 and Article II above. In maintaining the Total Site, as provided in this Agreement, Eton shall take reasonable steps to minimize the interference with the use and occupancy of the RE Fund Units.
- 4.4 Failure to Maintain or Pay. If Eton fails to timely carry out any of its obligations under Sections 4.1 Article II above (the "Maintenance"), and such failure continues for thirty (30) days after written notice (except in case of emergency as to which RE Fund may specify any shorter time period reasonably necessary in light of the emergency), RE Fund shall have the right (but not the duty) to carry out the required maintenance (and RE Fund shall have the right to enter Eton Street Station II to carry out the Maintenance) and shall thereafter have the right of collection against Eton for the costs incurred to carry out the required maintenance. Such amount shall bear interest from the date of delinquency, at the default rate utilized by Eton Street Station II until paid and such amount, including interest and the costs of collection. RE Fund may enforce collection by legal or equitable proceedings as permitted by law or in equity.
- 4.5 Delinquent Payments. If RE Fund fails to timely pay any payment due from RE Fund under Section 4.2 and Article II within thirty (30) days of receipt of the required billings, such unpaid amount shall be delinquent and shall bear interest from the date of delinquency, at the default rate utilized by Eton Street Station II until paid. Eton may enforce collection by legal or equitable proceedings as permitted by law or in equity.
- 4.6 Right to Maintain Separately. In addition to any other right under this Agreement, if RE Fund is dissatisfied, with cause, with the quality or frequency of maintenance provided by Eton, RE Fund may give written notice thereof to Eton, specifying a date upon which RE Fund will assume the maintenance obligations set forth above as to the RE Fund Units, which date will be at least thirty (30) days after the date of the notice. On and after the date specified in such notice, RE Fund shall be solely responsible for maintaining the RE Fund Units as provided in Section 4.1; Eton shall not thereafter have any right to enter the RE Fund Units for purposes of the maintenance specified above; and RE Fund shall not be obligated to reimburse Eton for maintenance costs otherwise described above accruing for periods from and after such date. However, nothing in this Section 4.6 shall relieve the obligation of RE Fund to reimburse Eton for the initial amount due in 2.2 and for maintenance performed prior to the date Eton assumed responsibility for the maintenance. If Eton is dissatisfied with the maintenance obligations it has incurred in respect to the RE Fund Units, with cause, Eton may give written notice thereof to RE Fund, specifying a date upon which RE Fund will assume the maintenance obligations set forth above as to the RE Fund Units, which date will be at least thirty (30) days after the date of the notice.

- 4.7 Further Obligations of RE Fund. There may currently be a single water service on the RE Fund Land, on which Eton pays Birmingham to install a meter during the summer for irrigation. This service, if it exists, was also designed to provide water to the building planned for the RE Fund Land. If applicable RE Fund agrees to separate its water service from the irrigation water service at the time of construction upon the RE Fund Land.

## **ARTICLE 5 RESTRICTION ON OPERATIONS**

- 5.1 Restrictions. RE Fund agrees to abide by those reasonable restrictions pertaining to Eton and relating to the maintenance of the Property.
- 5.2 Compliance with Zoning. RE Fund and Eton shall each individually with respect to their own site, at all times, operate their site, and the Total Site shall remain in compliance with the zoning ordinances of the City of Birmingham and the site plan approval granted for the RE Fund Units.

## **ARTICLE 6 LIABILITY INSURANCE**

- 6.1 Liability Insurance. Each Party shall obtain liability insurance for the Common Areas (hereinafter defined) located within their respective site, commencing with the commencement of construction at the RE Fund Units hereof, and such insurance shall be maintained at all times and continuously thereafter during the term of this Agreement providing general public liability insurance in a single limit coverage, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence; One Million (\$1,000,000.00) Dollars in the aggregate, insuring claims on account of bodily injury or death and property damage incurred upon, in, on or about the Common Areas, such insurance to provide contractual liability coverage for the indemnities provided in Section 6.2 hereof. All such insurance shall be carried with insurance carriers carrying at least a Best A rating, Financial Class X, or its equivalent. Each such policy of insurance shall, if available at no extra cost, name the other Party as an additional insured (and if such designation is not so available, shall name the other Party as a loss payee) and each Party shall provide a certificate of such insurance to the other. All such insurance shall provide that the terms of the policy may not be amended or terminated prior to ten (10) days written notice to the other Party. Each Party shall bear the cost of its own insurance. From time to time, upon the request of a Party, the Parties will agree to increase the minimum limits of the required insurance coverage to comport with increases in insurance coverage obtained by commercial property owners in the metropolitan Detroit area generally.

For the purposes of this Section 6.1, the term "Common Area" shall mean and include all areas within the boundaries of the RE Fund Units and Eton Street Station II, except building area. Among other things, Common Area includes, by way of illustration and not limitation:

- A. roadways to provide vehicular access to and ingress and egress to, from and between Villa Avenue and the ROW Easements;
- B. parking lots, sidewalks and walkways; and
- C. landscaped and planted areas.

- 6.2 Indemnity. Each Party shall defend, indemnify and save the other Party harmless from any and all liability, damage, expense, including reasonable attorneys' fees, cause of action, suit, claim or judgment arising from bodily injury, death or property damage in, under or on the Common Areas located on the indemnifying Party's site arising out of the maintenance or failure to maintain the site where maintenance is the obligation of the indemnifying party pursuant to this Agreement. Nothing herein shall be construed as indemnifying any party against its own negligent or willful acts or failure to comply with its obligations under this Agreement.

#### **ARTICLE 7 COVENANTS RUNNING WITH THE LAND**

All the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable against Eton and RE Fund, their respective successors and assigns, upon the terms, provisions and conditions hereinabove set forth.

#### **ARTICLE 8 NEGATION OF PARTNERSHIP**

Nothing contained in this Agreement shall be construed to make any Party to this Agreement partners or joint venturers or to render any of such Parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

#### **ARTICLE 9 WAIVERS**

No delays or omissions by any of the Parties hereto to exercise any right or power accruing upon any noncompliance or failure of performance by any of the Parties hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the Parties hereto of any of the covenants, conditions or

agreements hereto to be performed by another Party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

#### **ARTICLE 10 APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. 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 law.

#### **ARTICLE 11 NOTICES**

11.1 Notice. Each notice, consent, demand or other document or instrument required or permitted to be served upon either of the Parties hereto shall be in writing and shall be deemed to have been duly served:

- A. three (3) business days after mailed by certified or registered United States mail, postage prepaid, return receipt requested;
- B. one (1) business day after depositing same with a nationally recognized courier service; or
- C. immediately upon personal delivery to the Party named below, addressed to the respective Parties at the addresses stated below:

RE Fund:

RE Fund Eaton 2, LLC  
30180 Orchard Lake Rd Ste 150  
Farmington Hills, Michigan 48334  
Attention: David Steuer

with a copy to:

H. William Freeman, Esq.  
Sullivan, Ward, Asher & Patton, P.C.  
25800 Northwestern Highway, Suite 1000  
Southfield, Michigan 48075

Eton:

Eton Street Station II Condominium Association  
c/o Marcus Management



Attention: Phil Marcus  
28545 Orchard Lake Road, Suite A  
Farmington Hills, Michigan 48334

with a copy to: Mark F. Makower, Esq.  
Makower Abbate & Associates PLLC  
30140 Orchard Lake Rd.  
Farmington Hills, MI 48334

Any Party may change the place for serving of notices upon it by ten (10) days prior written notice informing the other Parties of the change in the address to which notices shall be sent.

## **ARTICLE 12 ASSIGNMENT**

RE Fund shall have the right to sell, convey, assign or transfer (whether by operation of law or otherwise) (collectively, "Transfer"), all or any part of its interest in the RE Fund Units. Upon any such Transfer, the rights and obligations of this Agreement shall automatically pass to the Transferee. Upon a Transfer of the fee interest in its site by deed, RE Fund shall be relieved of non-monetary obligations to perform and/or personal liability to pay any sum due under this Agreement for maintenance or services rendered after the closing of the sale; but no such Transfer shall relieve RE Fund of obligation to perform and/or liability for any sums owing on account of maintenance or services rendered prior to such sale; nor shall any such sale, discharge any lien provided for in this Agreement.

## **ARTICLE 13 NO DEDICATION**

Nothing herein contained shall be deemed to be a gift or dedication of any portion of any site to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

## **ARTICLE 14 ARTICLE HEADINGS**

The article and section headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

## **ARTICLE 15**

## TERM OF THIS AGREEMENT

The provisions hereof shall be perpetual and shall not terminate, except upon the written agreement of the Parties.

### ARTICLE 16 MODIFICATION

The terms of this Agreement shall be not be altered, modified or changed, except as reasonably necessary and then, and only then, upon the mutual, written agreement of RE Fund and Eton. Such written agreement shall be signed by all of the then-current Parties and shall be effective only when recorded with the Oakland County Register of Deeds.

### ARTICLE 17 MISCELLANEOUS

- 17.1 Breach. No breach of this Agreement shall entitle any owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this Agreement. Any breach of any of the covenants or restrictions of this Agreement, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.
- 17.2 Recording. The Parties agree that they will record this Agreement in its entirety. The fees for such recording shall be shared equally by the Parties.
- 17.3 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter contained herein. All other prior agreements between the parties, whether written or oral with respect to the subject matter of this Agreement are void and of no further force or effect.
- 17.4 Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall be deemed illegal, invalid or unenforceable, the remainder of the Agreement shall not be affected, and each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.
- 17.5 No Presumption Against Drafter. The Parties hereto represent and warrant that each

party, with the advice of their respective counsel, has participated in the negotiations concerning the drafting of this instrument. Therefore, each of RE Fund and Eton further agree that this Agreement is not to be construed against the drafter of the Agreement.

- 17.6 Attorney Fees. The prevailing party in any legal proceeding instituted in connection with a Party's right to enforce the remedies contained herein shall be entitled to recover litigation expenses, court costs and reasonable attorney fees from the non-prevailing Party.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

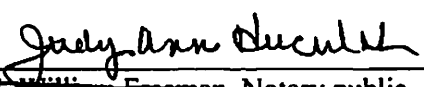
RE Fund Eaton 2, LLC,  
a Michigan limited liability company,  
30180 Orchard Lake Rd Ste. 150  
Farmington Hills, Michigan 48334

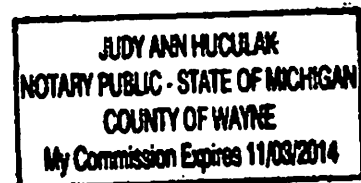
  
By: David Steuer  
Its: Authorized Agent

STATE OF MICHIGAN     )  
                                      )SS  
OAKLAND COUNTY     )

The foregoing instrument was acknowledged before me this January 30, 2014 by David Steuer of RE Fund Eaton 2, LLC a Michigan limited liability company, on behalf of the company.

*\* Authorized Agent*

  
~~H. William Freeman~~, Notary public *Judy Ann Huculak*  
State of Michigan, County of ~~Oakland~~ *Wayne, Acting in Oakland County, Michigan*  
My commission expires ~~February 8, 2015~~ *11/03/2014*  
Acting in the County of Oakland



Eton Street Station II Condominium  
Association, a Michigan Nonprofit  
Corporation  
28545 Orchard Lake Road  
Farmington Hills, Michigan 48334

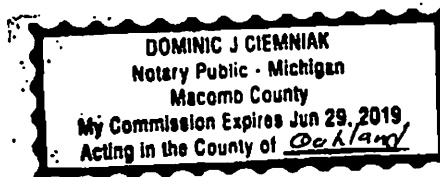
By: JAMES G. SCHMIER  
Its: PRESIDENT -

BOARD OF DIRECTORS  
ETON II

STATE OF MICHIGAN )  
 )SS  
Oakland COUNTY )

The foregoing instrument was acknowledged before me this March 14, 2014 by  
James G. Schmier of Eton Street Station II Condominium Association, a Michigan  
nonprofit corporation, on behalf of the corporation. \* President

Dominic J. Ciemiak  
Dominic J. Ciemiak, Notary public  
State of Michigan, County of Macomb  
My commission expires June 29, 2019  
Acting in the county of Oakland



Drafted by and when recorded return to:  
H. William Freeman, Esq.  
Sullivan, Ward, Asher & Patton, P.C.  
25800 Northwestern Highway, Suite 1000  
Southfield, Michigan 48075  
W1413334.DOCX

LIBER 46876 PAGE 213

**EXHIBIT A**  
**RE FUND Parcel**

**EXHIBIT B**  
**Eton Street Station II**

**EXHIBIT B****\* PARCEL A**

LAND IN PART OF THE N.E. 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, BEING A PART OF LOTS 1 AND 2 OF "ASSESSOR'S PLAT NO. 28" AS RECORDED IN LIBER 43, PAGE 50 OF PLATS, OAKLAND COUNTY RECORDS, AND PART OF LOTS 153 THROUGH 157, INCLUSIVE, PART OF LOTS 169 THROUGH 172, INCLUSIVE AND PART OF VACATED HAZEL AVENUE OF "BIRMINGHAM GARDENS" AS RECORDED IN LIBER 31, PAGE 38 OF PLATS, OAKLAND COUNTY RECORDS ALL BEING LOCATED WITHIN ETON STREET STATION II, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1678 OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID "ASSESSOR'S PLAT NO. 28"; THENCE S. 01°59'10" W. 35.69 FEET ALONG THE EAST LINE OF ETON STREET (WIDTH VARIES); THENCE ALONG THE SOUTH LINE OF VILLA AVENUE (50 FEET WIDE) S. 88°00'50" E. 114.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE S. 88°00'50" E. 20.00 FEET; THENCE S. 01°59'10" W. 68.50 FEET; THENCE S. 88°00'50" E. 193.79 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WEST LINE OF LEWIS STREET (50 FEET WIDE): 1) S. 08°31'23" E. 61.76 FEET, 2) 93.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 275.00 FEET, CENTRAL ANGLE OF 19°29'27" AND A CHORD THAT BEARS S. 18°16'07" E. 93.10 FEET AND 3) S. 28°00'50" E. 26.58 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH LINE OF HAZEL AVENUE (50 FEET WIDE): 1) S. 61°59'10" W. 51.86 FEET, 2) 26.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 51.50 FEET, CENTRAL ANGLE OF 30°01'10" AND A CHORD THAT BEARS S. 76°59'45" W. 26.68 FEET AND 3) N. 87°59'40" W. 199.89 FEET; THENCE N. 01°59'10" 272.35 FEET TO THE POINT OF BEGINNING, CONTAINING 1.14 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**\* PARCEL B**

LAND IN PART OF THE N.E. 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, BEING A PART OF LOTS 2 AND 3 OF "ASSESSOR'S PLAT NO. 28" AS RECORDED IN LIBER 43, PAGE 50 OF PLATS, OAKLAND COUNTY RECORDS, ALL BEING LOCATED WITHIN ETON STREET STATION II, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1678 OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:



COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID "ASSESSOR'S PLAT NO. 28"; THENCE S. 01°59'10" W. 358.00 FEET ALONG THE EAST LINE OF ETON STREET (WIDTH VARIES); THENCE ALONG THE THE SOUTH LINE OF HAZEL AVENUE (50 FEET WIDE) S. 87°59'40" E. 46.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE S. 87°59'40" E. 171.95 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF GRATEN STREET (50 FEET WIDE): 1) S. 01°59'10" W. 58.84 FEET AND 2) 33.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 101.50 FEET, A CENTRAL ANGLE OF 19°03'37" AND A CHORD THAT BEARS S. 07°32'43" E. 33.61 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG ETON STREET STATION I, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1476: 1) N. 88°00'50" W. 91.31 FEET, 2) S. 01°59'57" W. 42.02 FEET AND 3) S. 32°10'20" E. 44.81 FEET; THENCE N. 73°28'20" W. 40.00 FEET; THENCE N. 22°58'00" W. 172.17 FEET; THENCE N. 01°59'11" E. 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.38 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

\* PARCEL C

LAND IN PART OF THE N.E. 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, BEING A PART OF LOTS 1 AND 2 OF "ASSESSOR'S PLAT NO. 28" AS RECORDED IN LIBER 43, PAGE 50 OF PLATS, OAKLAND COUNTY RECORDS, AND PART OF LOTS 219 AND 220 AND VACATED HAZEL STREET OF "BIRMINGHAM GARDENS" AS RECORDED IN LIBER 31, PAGE 38 OF PLATS, OAKLAND COUNTY RECORDS. ALL BEING LOCATED WITHIN ETON STREET STATION II, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1678 OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID "ASSESSOR'S PLAT NO. 28"; THENCE S. 01°59'10" W. 358.00 FEET ALONG THE EAST LINE OF ETON STREET (WIDTH VARIES); THENCE ALONG THE THE SOUTH LINE OF HAZEL STREET (50 FEET WIDE) S. 87°59'40" E. 268.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES 1): S. 87°59'40" E. 45.38 FEET, 2) 53.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 101.50 FEET, A CENTRAL ANGLE OF 30°01'10" AND A CHORD THAT BEARS N. 76°59'45" E. 52.57 FEET AND 3) N. 61°59'10" E. 51.86 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF LEWIS STREET (50 FEET WIDE) 1) S. 28°00'50" E. 65.73 FEET AND 2) 29.68 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 275.00 FEET, CENTRAL ANGLE OF 06°11'01" AND A CHORD THAT BEARS S. 31°06'20" E. 29.66 FEET; THENCE THE FOLLOWING FOUR (4) COURSES ALONG ETON STREET STATION I, OAKLAND COUNTY CONDOMINIUM SUBDIVISION

PLAN NO. 1476: 1) S. 61°59'10" W. 71.64 FEET, 2) S. 70°25'48" W. 34.91 FEET, 3) 13.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 80.00 FEET, CENTRAL ANGLE OF 09°22'42" AND A CHORD THAT BEARS S. 87°17'49" W. 13.08 FEET AND 4) N. 88°00'50" W. 70.86 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EAST LINE OF GRATEN STREET (50 FEET WIDE): 1) N. 31°52'22" W. 5.37 FEET, 2) 30.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 51.50 FEET, CENTRAL ANGLE OF 33°51'32" AND A CHORD THAT BEARS N. 14°56'36" W. 29.99 AND 3) N. 01°59'10" W. 58.83 FEET TO THE POINT OF BEGINNING, CONTAINING 0.38 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

\* PARCEL D

LAND IN PART OF THE N.E. 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, BEING A PART OF LOTS 1 AND 10 OF "ASSESSOR'S PLAT NO. 28" AS RECORDED IN LIBER 43, PAGE 50 OF PLATS, OAKLAND COUNTY RECORDS, ALL BEING LOCATED WITHIN ETON STREET STATION II, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1678 OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID "ASSESSOR'S PLAT NO. 28"; THENCE S. 01°59'10" W. 358.00 FEET ALONG THE EAST LINE OF ETON STREET (WIDTH VARIES); THENCE ALONG THE THE SOUTH LINE OF HAZEL AVENUE (50 FEET WIDE) S. 87°59'40" E. 218.50 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WEST LINE OF GRATEN STREET (50 FEET WIDE) ALSO IN PART ALONG ETON STREET STATION I OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1476 OAKLAND COUNTY RECORDS: 1) S. 01°59'10" W 58.84 FEET, 2) 59.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 101.50 FEET, A CENTRAL ANGLE OF 33°51'20" AND A CHORD THAT BEARS S. 14°56'36" E. 59.11 FEET AND 3) S. 31°52'22" E. 341.91 FEET; THENCE ALONG THE SOUTH LINE OF ATTARD STREET (50 FEET WIDE) N. 58°07'38" E. 17.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE OF ATTARD STREET THE FOLLOWING THREE (3) COURSES: 1) N. 58°07'38" E. 68.49 FEET, 2) 41.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 135.00 FEET, CENTRAL ANGLE OF 17°46'14" AND A CHORD THAT BEARS N. 49°14' 31" E. 41.70 FEET AND 3) N. 40°21'23" E. 133.60 FEET; THENCE S. 31°32'42" E. 16.26 FEET; THENCE S. 58°12'44" W. 49.79 FEET; THENCE 44.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 22661.83 FEET, CENTRAL ANGLE 00°06'41" AND A CHORD THAT BEARS S. 31°40'39" E. 44.04 FEET; THENCE S. 01°52'00" W. 119.04 FEET; THENCE S. 58°07'38" W. 120.77 FEET; THENCE ALONG SAID ETON STREET STATION I N. 31°52'22" W. 112.00 FEET TO

THE POINT OF BEGINNING, CONTAINING 0.45 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

\* PARCEL E

LAND IN PART OF THE N.E. 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, BEING A PART OF LOTS 158 THROUGH 161, INCLUSIVE, PART OF LOTS 164 THROUGH 169, INCLUSIVE, PART OF LOTS 221 THROUGH 223, INCLUSIVE AND PART OF VACATED HAZEL AVENUE OF "BIRMINGHAM GARDENS" AS RECORDED IN LIBER 31, PAGE 38 OF PLATS, OAKLAND COUNTY RECORDS, AND OTHER UNPLATTED LANDS, ALL BEING LOCATED WITHIN ETON STREET STATION II, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1678 OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID "ASSESSOR'S PLAT NO. 28"; THENCE S. 01°59'10" W. 35.69 FEET ALONG THE EAST LINE OF ETON STREET (WIDTH VARIES); THENCE ALONG THE SOUTH LINE OF VILLA AVENUE (50 FEET WIDE) S. 88°00'50" E. 365.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE OF VILLA AVENUE S. 88°00'50" E. 83.10 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WEST LINE OF THE GRAND TRUCK WESTERN RAILROAD: 1) S. 32°01'30" E. 254.22 FEET, 2) S. 18°57'08" E. 115.97 FEET AND 3) S. 12°00'39" E. 114.50 FEET; THENCE S. 57°31'22" W. 52.11 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE EAST LINE OF LEWIS STREET (50 FEET WIDE): 1) N. 42°20'17" W. 139.93 FEET, 2) 56.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 225.00 FEET, CENTRAL ANGLE OF 14°19'27" AND A CHORD THAT BEARS N. 35°10'33" W. 56.10 FEET, 3) N. 28°00'50" W. 142.31 FEET, 4) 76.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 225.00 FEET, CENTRAL ANGLE OF 19°29'27" AND A CHORD THAT BEARS N. 18°16'07" W. 76.17 FEET AND 5) N. 08°31'23" W. 122.15 FEET TO THE POINT OF BEGINNING, CONTAINING 1.33 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

W1447031.DOC

\*Parcels A-E NKA:

Eton Street Station II

OCCP#1678

20-31-206-000 enf

**EXHIBIT A**

LAND IN PART OF THE N.E. 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, BEING A PART OF LOT 1 OF "ASSESSOR'S PLAT NO. 28" AS RECORDED IN LIBER 43, PAGE 50 OF PLATS, OAKLAND COUNTY RECORDS, AND PART OF LOTS 153 THROUGH 157, INCLUSIVE, OF "BIRMINGHAM GARDENS" AS RECORDED IN LIBER 31, PAGE 38 OF PLATS, OAKLAND COUNTY RECORDS ALL BEING LOCATED WITHIN ETON STREET STATION II, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1678 OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID "ASSESSOR'S PLAT NO. 28"; THENCE S. 01°59'10" W. 35.69 FEET ALONG THE EAST LINE OF ETON STREET (WIDTH VARIES); THENCE ALONG THE SOUTH LINE OF VILLA AVENUE (50 FEET WIDE) S. 88°00'50" E. 134.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE S. 88°00'50" E. 181.08 FEET; THENCE ALONG THE WEST LINE OF LEWIS STREET (50 FEET WIDE) S. 08°31'23" E. 69.67 FEET; THENCE N. 88°00'50" W. 193.79 FEET; THENCE N. 01°59'10" E. 68.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

20-31-206-115