8-15-40 H+E 201-34-8

AMENDMENT TO EASEMENT AGREEMENT

REGISTER OF DEEDS

THIS AMENDMENT TO EASEMENT AGREEMENT, made and entered into this // day of Juur, 1992, by and between WATERFRONT PARTNERS LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 1533 North Woodward Avenue, Suite 240, Bloomfield Hills, Michigan 48304 (hereinafter referred to as "Waterfront") and HOWARD A. OTIS, a married man and MARY A. OTIS, as joint tenants with rights of survivorship and not as tenants in common, whose address is Box 2441, Fairbanks, Alaska 99707, and MARY A. OTIS, whose address is 700 Mercer, Charlevoix, Michigan 49720 (hereinafter sometimes referred to collectively as ""Otis").

Recitals:

- B. Waterfront and Otis wish to amend the Easement Agreement in order to provide Waterfront with the right to install utilities under or adjacent to the private road to be constructed within the "Access Easement" (as that term is defined in the Easement Agreement and as more fully described on Exhibit "A" attached hereto and incorporated herein), including, without limitation, water, sewer, gas and electric, and/or to grant such easements to the City of Charlevoix or other appropriate municipal or governmental entity or utility company (whether public or private) to install, maintain and repair any utilities located within the Access Easement. The parties further wish to amend the Easement Agreement to define the number of residential units to be served by the access easement, and to further clarify the rights of use of the sixty foot wide lake access easement granted to Otis.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, as follows:

- 1. Otis hereby irrevocably and perpetually grants and conveys to Waterfront, its successors and assigns (including, without limitation, the non-profit corporation to be formed as the "C&O Club Association" and all co-owners of the C&O Club condominium to be formed, as originally formed and/or as may be further expanded on additional property) a non-exclusive easement within the Access Easement area to install, maintain and repair utility lines and/or conduits under or adjacent to the private road to be constructed within the Access Easement, including, without limitation, water, sewer, gas, cable t.v. and electric lines and/or conduits.
- 2. Otis further grants to Waterfront the right to grant to the City of Charlevoix or other appropriate municipal or governmental entities or to any utility company (whether public or

private) such easements to install, maintain and repair any utility lines or conduits, including without limitation, water, sewer, gas, cable t.v. and electric lines and/or conduits, within the Access Easement, as Waterfront may, from time to time, deem necessary and appropriate and agrees that the granting of such easement by Waterfront to such municipal or governmental entity or utility company shall not require any further consent from Otis and Otis hereby subjects and subordinates its interest in the Access Easement to the grant of such easement as may hereafter occur.

- 3. The non-exclusive access easement granted to Waterfront by Otis shall serve no more than 36 residential units and shall remain a private access easement not dedicated as a public street or right of way except for utility purposes as hereinabove set forth.
- 4. The sixty foot wide lake access easement heretofore granted to Otis for pedestrian use only may be used by vehicles in the spring and autumn of any year to bring dock sections and boat lifts or shore stations and boats in and out and to and from the waters of Lake Charlevoix. In addition to the construction and use of one (1) dock, Otis may install and use a boat lift or shore station in connection with use of said dock.
- 5. Other than as set forth herein, all of the terms, conditions, grants and conveyances contained within the Easement Agreement are ratified and confirmed.
- 6. This Amendment to Easement Agreement may be executed in counter-part original by all parties hereto and once so executed shall be effective and binding upon the successors, heirs, personal representatives and assigns of the parties hereto.

Dated this 11th day of TUNE, 1992.

WITNESSED:

WATERFRONT PARTNERS LIMITED PARTNERSHIP a Michigan limited partnership

By: WATERFRONT GROUP CORPORATION, a Michigan corporation,

General Partner

· Haraire

вў:

Stuart M. Kaufman

Its: President

TOANNE NORDMAN

VAYNE RICHARD SMITH

HOWARD A. OTIS, a married man

DEBRA I. JAMES

lice.

of survivorship and not as tenants in common EERA L. JAMES AXNE RICHARY SMITH MARY A. OTIS MARY A. OTIS MARY A. OTIS On this // day of April, 1992, before me, a Notary Public in defor the County and State above written, personally appeared RICHARD SMITHED PARTHERSHIP, a Michigan limited partnership, to me known to be the person described herein, and acknowledged that he executed he same as his free act and deed on behalf of the corporation. County of State of Michigan Notary Public in April 1992, before me, a Notary Public Notary April 1992, before me, a Notary Public in defor the County and State above written, personally appeared WARD A. OTIS, to me known to be the person described herein, and exhowledged that he executed the same as his free act and deed. My Commission Expires: Notary Public Notary Notary Notary Notary Notary Notary Notary Notary			<u> </u>	
MARY A. OTTS, as joint tenants with rights of survivorship and not as tenants in common AND RICHARD SMITH MARY A. OTTS AND RICHARD SMITH MARY A. OTTS M	mes	max	y a. (Itis)	
ANNE RICHARY SMITH MARY A. OTIS On this // day of April, 1992, before me, a Notary Public in decided and deed on behalf of the corporation, a chiqan limited partnership, to me known to be the person described herein, and acknowledged that he executed here same as his free act and deed on behalf of the corporation. MARTE OF ALASKA MY Commission Expires: MARY A. OTIS MATTERISATION Notary Public County of State of Michigan Notary Public MARY A. OTIS, to make the companion of the corporation of the corporation of the corporation. MARY A. OTIS, to make the companion of the corporation of the county and State above written, personally appeared behaviored by the county of the county and State above written, personally appeared by the county of the county of fauthors. MY Commission Expires: MY Commission Expires MY Commission Expires MY Commission Expires MY Commission Expires MY Comm	WAYNE RICHARD SMITH	MARY A. OTIS of survivor	, as joint tenants with right	cs
MARY A. OTIS MA	DEBRA L. JAMES /	common		
DERA L. JAMES PATE OF MICHIGAN On this	Seco"	Ma	my a. Otis	
On this // day of April, 1992, before me, a Notary Public in the for the County and State above written, personally appeared FUART M. KAUFMAN, President of Waterfront Group Corporation, a chiqan corporation, General Partner of WATERFRONT PARTNERS INTITED PARTNERSHIP, a Michigan limited partnership, to me known to be the person described herein, and acknowledged that he executed he same as his free act and deed on behalf of the corporation. County of	WAYNE RICHARD SMITH	MARY A. OTI		
On this day of April, 1992, before me, a Notary Public in the County and State above written, personally appeared CUART M. KAUFMAN, President of Waterfront Group Corporation, a chigan corporation, General Partner of WATERFRONT PARTNERS (MITED PARTNERSHIP, a Michigan limited partnership, to me known to be the person described herein, and acknowledged that he executed the same as his free act and deed on behalf of the corporation. County of				
On this // day of April, 1992, before me, a Notary Public in and for the County and State above written, personally appeared CUART M. KAUFMAN, President of Waterfront Group Corporation, a chigan corporation, General Partner of WATERFRONT PARTNERS MITTED PARTNERSHIP, a Michigan limited partnership, to me known to be the person described herein, and acknowledged that he executed he same as his free act and deed on behalf of the corporation. County of		1		
On this day of April, 1992, before me, a Notary Public in ad for the County and State above written, personally appeared running for the County and State above written, personally appeared the corporation, General Partner of Watterfront Partners in Indian Corporation, a Michigan limited partnership, to me known to be the person described herein, and acknowledged that he executed are same as his free act and deed on behalf of the corporation.		ss		
TATE OF ALASKA On this Alagar Aday of April, 1992, before me, a Notary Public in a for the County and State above written, personally appeared by Articles and for the County and State above written, personally appeared by Articles and the same as his free act and deed on behalf of the corporation. Notary Public County of, State of Michigan My Commission Expires: Notary Public County, Miles and the corporation of the corporation. Notary Public County, Miles and the corporation of the corporation of the county and State above written, personally appeared owner of the county and State above written, personally appeared owner of the county and State above written, personally appeared owner of the county and State above written, personally appeared owner of the county and state above written, personally appeared owner of the county of the	COUNTY OF CAKLAND)		
County of My Commission Expires: LIZ HATCH Notary Public, Oakland County, Miles Public, Oaklan	and for the County and STUART M. KAUFMAN, Pre Michigan corporation, LIMITED PARTNERSHIP, a M be the person described	State above sident of Wat General Part Michigan limit herein, and	written, personally appeare terfront Group Corporation, tner of WATERFRONT PARTNED ted partnership, to me known to acknowledged that he execute	ed a RS to
County of My Commission Expires: LIZ HATCH Notary Public, Oakland County, Miles Public, Oaklan		3.16		
County of My Commission Expires: LIZ HATCH Notary Public, Oakland County, Miles Public, Oaklan		- Signal	Notary Publ:	ic
TATE OF ALASKA) SS Notary Public, Cakland County, Miny Commission Expires April 13, 1984 DUNTY OF On this 22 day of April, 1992, before me, a Notary Public in a for the County and State above written, personally appeared DWARD A. OTIS, to me known to be the person described herein, and Eknowledged that he executed the same as his free act and deed. DWARD A. OTIS, to me known to be the person described herein, and Eknowledged that he executed the same as his free act and deed. DWARD A. OTIS, to me known to be the person described herein, and Eknowledged that he executed the same as his free act and deed. My Commission Expires: Notary Public Ecounty of Fairbanks Notary Public April 13, 1984 My Commission Expires: Notary Public April 13, 1984 Notary Public April 13, 1984 My Commission Expires: Notary Public April 13, 1984 Notary Public Apr			, State of Michigan	
Notary Public, Cakland County, Min My Commission Expires April 13, 1984 North Star Borough On this 22 day of April 1, 1992, before me, a Notary Public in and for the County and State above written, personally appeared DWARD A. OTIS, to me known to be the person described herein, and exhowledged that he executed the same as his free act and deed. Shirtley DODY Notary Public Cakland County, Min My Commission Expires April 13, 1984 Notary Public in Notary Public County of Fairbanks Notary Public Cakland County, Min My Commission Expires April 13, 1984 Notary Public Cakland County, Min My Commission Expires April 13, 1984 Notary Public Cakland County, Min My Commission Expires April 13, 1984 Notary Public Cakland County, Min My Commission Expires April 13, 1984 Notary Public Cakland County, Min My Commission Expires April 13, 1984 Notary Public Cakland County, Min My Commission Expires April 13, 1984 Notary Public Cakland County, Min My Commission Expires April 13, 1984 Notary Public Cakland County, Min My Commission Expires April 13, 1984 Notary Public Cakland County, Min My Commission Expires April 13, 1984 Notary Public Cakland County Public In My Commission Expires April 13, 1984 Notary Public Cakland County Public In My Commission Expires April 13, 1984 Notary Public Cakland County Public In My Commission Expires April 13, 1984 Notary Public Cakland County Public In My Commission Expires April 13, 1984 Notary Public Cakland County Public In My Commission Expires April 13, 1984 Notary Public Cakland County Public In My Commission Expires April 13, 1984 Notary Public Cakland County Public In My Commission Expires April 13, 1984 Notary Public Cakland County Public In My Commission Expires April 13, 1984 Notary Public Cakland County Public In My Commission Expires April 13, 1984 Notary Public Cakland County Public In My Commission Expires April 13, 1984 Notary Public Cakland County Public In My County Public In	11.7	COMMISSION EX		
On this 22 day of April, 1992, before me, a Notary Public in and for the County and State above written, personally appeared DWARD A. OTIS, to me known to be the person described herein, and eknowledged that he executed the same as his free act and deed. SHURLEY DODY Notary Public County of Fairbacks Notary Public County of Fa	STATE OF ALASKA)	Name a Dublic Dakland Chuffy, Ni	
On this day of April, 1992, before me, a Notary Public in and for the County and State above written, personally appeared DWARD A. OTIS, to me known to be the person described herein, and exhowledged that he executed the same as his free act and deed. Shirley DODY Notary Public County of Fairbacks Notary Public County of Fairb	COUNTY		Kiy Continussion Department of the Continues of the Conti	
On this day of April, 1992, before me, a Notary Public in and for the County and State above written, personally appeared DWARD A. OTIS, to me known to be the person described herein, and exhowledged that he executed the same as his free act and deed. Shirley DODY Notary Public County of Fairbacks Notary Public County of Fairb	Fair banks North Star Born	_ / sugh		
MARD A. OTIS, to me known to be the person described herein, and eknowledged that he executed the same as his free act and deed. SHIRLEY DODY Notary Public County of Fairbacks, State of Alaska My Commission Expires: 10/34/95	On this 22 day of	May 1992.	before me, a Notary Public :	in
County of Fairbanks, State of Alaska My Commission Expires: 10/34/95 Manual M	and for the County and HOWARD A. OTIS, to me kn	State above nown to be the	written, personally appeare person described herein, as	ed nd
County of Fairbanks, State of Alaska My Commission Expires: 10/34/95 Manual M	Commenter of the control of the cont		X /	
County of Fairbanks, State of Alaska My Commission Expires: 10/34/95 Manual M		Mil	Dodey	
My Commission Expires: 10/54/95 Welling AL RICEFINAN, C	Por Eou	no of Fairb	Notary Publication Notary Notary Publication Notary Notarion Notario Not	ic
SILLART AL RACCARD SO				
SILLART AL RACCARD SO	Managaman Market			
SILLARI AL KALEFAMA, C 1003 K COSOCARD, SU BLOCKIFIELO MILLS, MI			DON'S CONTRACT	
BUCCHELO MILLS, ALL			SICIARI AL KACEFAAN	, (.5//
			BUCCALFIELD HILLS, A	4) ·

STATE OF MICHIGAN)
COUNTY OF EMMET) ss \

On this day of April, 1992, before me, a Notary Public in and for the County and State above written, personally appeared MARY A. OTIS, to me known to be the person described herein, and acknowledged that she executed the same as her free act and deed.

32

WAYNE RICHARD SMITH
County of

WAYNE RICHARD SMITH

County of , State of Michigan

My Commission Expires: 17-30-911