

1992 JUN 16 AM 11:23

AMENDMENT TO EASEMENT AGREEMENT*Charlene M. Perkins*
REGISTER OF DEEDS

THIS AMENDMENT TO EASEMENT AGREEMENT, made and entered into this 11 day of JUN, 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:

A. Waterfront and Otis previously entered into a certain Easement Agreement, dated February 14, 1992, and recorded on June 16, 1992, in Liber 338, page 351 through 364, both inclusive, Charlevoix County Records (the "Easement Agreement");

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

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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 JUNE, 1992.

WITNESSED:

WATERFRONT PARTNERS LIMITED PARTNERSHIP
a Michigan limited partnership

By: WATERFRONT GROUP CORPORATION,
a Michigan corporation,
General Partner

Liz Hatch
LIZ HATCH

By: Stuart M. Kaufman
Stuart M. Kaufman
Its: President

Joanne Nordman
JOANNE NORDMAN

Wayne Richard Smith
WAYNE RICHARD SMITH

Howard A. Otis
HOWARD A. OTIS, a married man

Debra L. James
DEBRA L. JAMES

STATE OF MICHIGAN)
) ss
COUNTY OF EMMET)

On this 3^e 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.



WAYNE RICHARD SMITH Notary Public
County of Emmet, State of Michigan
My Commission Expires: 12-30-94