

ACCESS EASEMENT AGREEMENT

1992 JUN 16 AM 11:20

Charlene M. ...
REGISTER OF DEEDS

THIS ACCESS EASEMENT AGREEMENT, made and entered into this 14th day of JUNE, 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 C & O CLUB ASSOCIATION, a Michigan non-profit corporation, whose address is 1533 North Woodward Avenue, Suite 240, Bloomfield Hills, Michigan 48304 (hereinafter referred to as the "Association").

Recitals:

- A. Waterfront is the owner in fee simple of a parcel of land located in the City of Charlevoix, County of Charlevoix and State of Michigan, more fully described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Waterfront Parcel");
- B. Waterfront is developing a residential site condominium project on property located immediately east of the Waterfront Parcel, which is known as "C & O Club", pursuant to a Master Deed recorded on June 16, 1992, in Liber 338, Pages 277 through 346, both inclusive, Charlevoix County Records, and being Charlevoix County Condominium Subdivision Plan No. 64 (hereinafter referred to as the "Condominium") and, in connection therewith, has formed the Association as a non-profit corporation for the purpose of administering the affairs of the Condominium, including, without limitation, the common elements of the Condominium;
- C. The Condominium shall require access over the Waterfront Parcel for the purpose of providing the Association and all Co-owners of the Condominium ingress and egress to and from Cherry Street by way of connection into a private road to be constructed on property adjacent to the Condominium upon which the Condominium has been granted a perpetual, non-exclusive easement (the "Otis Easement").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. WATERFRONT, subject to the conditions set forth below, hereby perpetually grants and conveys to the Association and all "Co-owners" of the Condominium ("Co-owners" to be defined as owners of units within the Condominium as originally created only, and not as may be further expanded on additional property without the prior written consent of Waterfront), their respective heirs, representatives, successors, assigns and invitees, a non-exclusive easement over a road to be constructed on the Waterfront Parcel for the purpose of ingress and egress, both vehicular and pedestrian, to and from Cherry Street (the "Access Easement"). Waterfront shall construct a private road on the Waterfront Parcel which will connect with the private road to be constructed by Waterfront on the Otis Easement for the benefit of the Association, and all Co-owners of the Condominium. Waterfront reserves the right to relocate the private road to be constructed on the Waterfront Parcel, from time to time, so long as the private road connects at all times with the private road to be constructed on the Otis Easement for the benefit of the Association, and all Co-

owners of the Condominium, and so long as, at all times, the Association, and all Co-owners of the Condominium, have the ability to obtain ingress and egress, both vehicular and pedestrian, to and from Cherry Street. Notwithstanding the foregoing, Waterfront reserves the right to unilaterally terminate and abandon this Access Easement provided that alternative vehicular and pedestrian access to Mercer Avenue is provided to the Association and all Co-owners of the Condominium. Waterfront reserves the right, from time to time, to record a legal description of the Access Easement in order to more clearly define the Access Easement. The Association and all Co-owners of the Condominium shall be entirely responsible for repairing, replacing and maintaining the Access Easement, including, without limitation, the road to be constructed and all landscaping and fencing located adjacent to the road. Waterfront shall have the right to grant non-exclusive easements over the Waterfront Parcel, including the Access Easement, to third parties without the consent of the Association, and the Co-owners of the Association, including, without limitation, a public pedestrian and bicycle easement over all or any portion of the Access Easement.

2. This Access Easement Agreement may be executed in counterpart original by all parties hereto and when so executed shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns and shall run with the lands of Waterfront and the Association (including all Co-owners of the Condominium).

Dated this 12th day of JUNE, 1992.

WITNESSED:

WATERFRONT:

WATERFRONT PARTNERS LIMITED
PARTNERSHIP, a Michigan limited partnership

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

By: [Signature]
STUART M. KAUFMAN
Its: President

ASSOCIATION:

C & O CLUB ASSOCIATION,
a Michigan non-profit corporation

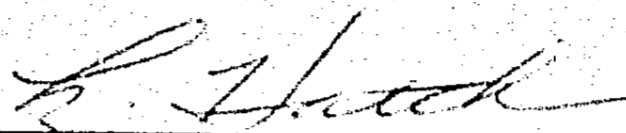
By: [Signature]
STUART M. KAUFMAN
Its: PRESIDENT

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LIZ HARTON
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Diane Redman
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Diane Redman

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LIZ HARTON
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Diane Redman
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Diane Redman

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 12th day of ^{June} ~~May~~, 1992, before me, a Notary Public in and for the County and State above written, personally appeared STUART M. KAUFMAN, President of Waterfront Group Corporation, a Michigan corporation, General Partner of WATERFRONT PARTNERS LIMITED 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.

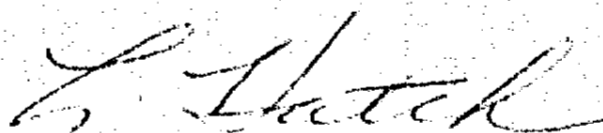


NOTARY PUBLIC
County of _____, State of Michigan
My Commission Expires: _____

LIZ HATCH
Notary Public, Oakland County, MI
My Commission Expires April 13, 1994

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 12th day of ^{June} ~~May~~, 1992, before me, a Notary Public in and for the County and State above written, personally appeared STUART KAUFMAN PRES of C & O CLUB ASSOCIATION, a Michigan non-profit corporation, 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.



NOTARY PUBLIC
County of _____, State of Michigan
My Commission Expires: _____

LIZ HATCH
Notary Public, Oakland County, MI
My Commission Expires April 13, 1994

DRAFTED BY:

STUART M KAUFMAN, ESQ.
1933 N. WOODWARD, SUITE 240
BROWNFIELD HILLS MI 48304

fw.

EXHIBIT A

WATERFRONT PARCEL

THAT PART OF SECTION 23, AND PART OF GOVERNMENT LOT 4, SECTION 24, ALL IN TOWNSHIP 34 NORTH, RANGE 8 WEST, CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT A 1" IRON ROD AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 0°39'18" WEST ON THE WEST LINE OF SAID SECTION 24 (AS MONUMENTED) (WEST LINE OF SAID GOVERNMENT LOT 4), A DISTANCE OF 1506.14 FEET TO A CONCRETE MONUMENT RECORDED AS BEING 80.00 FEET NORTHWESTERLY OF MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE FORMER CHESAPEAKE AND OHIO RAILROAD, AND THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING ON SAID WEST SECTION LINE (WEST LINE OF GOVERNMENT LOT 4), SOUTH 0°38'06" WEST 56.46 FEET TO A 5/8" ROD ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER CHESAPEAKE AND OHIO RAILROAD; THENCE NORTH 32°26'12" EAST ON SAID RIGHT-OF-WAY LINE 17.36 FEET; THENCE SOUTH 57°45'07" EAST 99.98 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FORMER CHESAPEAKE AND OHIO RAILROAD; THENCE SOUTH 32°25'46" WEST ON SAID RIGHT-OF-WAY LINE 179.09 FEET TO THE WEST LINE OF SAID SECTION 24 (AS MONUMENTED) (WEST LINE OF GOVERNMENT LOT 4); THENCE NORTH 0°39'18" EAST ON SAID WEST SECTION LINE (WEST LINE OF GOVERNMENT LOT 4), A DISTANCE OF 94.92 FEET TO THE CENTERLINE OF THE FORMER CHESAPEAKE AND OHIO RAILROAD; THENCE SOUTH 32°25'43" WEST ON SAID CENTERLINE 549.56 FEET TO A 1/2" IRON ROD; THENCE NORTH 57°27'41" WEST 50.00 FEET 1/2" IRON ROD; THENCE SOUTH 32°31'20" WEST 102.31 FEET TO A T-IRON STAKE; THENCE NORTH 70°45'51" WEST 106.44 FEET TO A T-IRON STAKE ON THE EASTERLY LINE OF CHERRY STREET; THENCE NORTH 19°08'21" EAST ON SAID EASTERLY LINE 29.82 FEET TO A 1/2" IRON ROD ON THE NORTHERLY LINE OF CHERRY STREET; THENCE SOUTH 70°44'05" EAST ON THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF CHERRY STREET 82.94 FEET TO A 1/2" IRON ROD ON A LINE THAT IS RECORDED AS BEING 80.00 FEET NORTHWESTERLY OF MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE FORMER CHESAPEAKE AND OHIO RAILROAD; THENCE NORTH 32°29'40" EAST ON SAID AFOREMENTIONED LINE 78.72 FEET TO A T-IRON STAKE; THENCE CONTINUING ON SAID AFOREMENTIONED LINE NORTH 32°25'59" EAST 678.15 FEET TO THE POINT OF BEGINNING. CONTAINING 1.48 ACRES OF LAND MORE OR LESS.

SUBJECT TO CROSSING EASEMENTS RECORDED IN LIBER 233, PAGE 80; LIBER 222, PAGE 970, AND LIBER 222, PAGE 966, CHARLEVOIX COUNTY RECORDS.

BEARINGS ARE RELATIVE TO SURVEYS IN THE AREA.
