

**DECLARATION OF
CROSS EASEMENT AND MAINTENANCE AGREEMENT**

THIS DECLARATION OF CROSS EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is made this 9th day of December, 2021 (the "Effective Date") by **OAKLEAF VILLAGE OF TRAVERSE CITY, LLC**, an Ohio limited liability company (the "Parcel #1 Owner") and **JHT HOLDINGS TRAVERSE CITY, LLC**, an Ohio limited liability company (the "Parcel #2 Owner", the Parcel #1 Owner and the Parcel #2 Owner are collectively, the "Owners").

RECITALS:

WHEREAS, the Parcel #1 Owner is the owner of the real property located in the Township of Garfield, County of Grand Traverse and State of Michigan, more particularly described on Exhibit "A-1" attached hereto (the "Parcel #1");

WHEREAS, the Parcel #2 Owner is the owner of the real property located in the Township of Garfield, County of Grand Traverse and State of Michigan, more particularly described on Exhibit "A-2" attached hereto (the "Parcel #2", Parcel #1 and Parcel #2 are collectively, the "Parcels");

WHEREAS, some or all of the Parcels currently are, or may in the future, utilize, share and/or be benefitted by:

A. Roadways for ingress and egress to and from each of the Parcels to public roadways, as more particularly set forth on the drawing attached hereto as Exhibit "B" and all additional roadways located on the Parcels (collectively, the "Roadway");

B. A system of connecting sidewalks, trails and paths for non-vehicular passage, use, ingress and egress to and from each of the Parcels, as more particularly set forth on the drawing attached hereto as Exhibit "C" and all additional sidewalks, trails and paths located on the Parcels (collectively, the "Sidewalk");

C. As more particularly set forth on the drawing attached hereto as Exhibit "D" and all additional utility facilities (all of the foregoing and the following are collectively, the "Utility System"): (i) a storm water drainage system that services each of the Parcels, including a non-exclusive right to discharge and flow over, upon, across, through and under the Parcels (the "Drainage System"); (ii) an electrical utility system that services each of the Parcels and connects

same to the public utility system (the "Electrical System"); (iii) a natural gas distribution system that services each of the Parcels and connects same to the primary natural gas distribution system (the "Gas System"); (iv) cable, internet, telephone and fiber-optic lines and related infrastructure (the "Communications System"); and (v) an irrigation system that services each of the Parcels (the "Irrigation System"); and

D. An easement for erecting and maintaining signage in the location more particularly set forth on the drawing attached hereto as Exhibit "E", for purposes of identifying the businesses and communities located on each Parcel (the "Signage Easement").

The Roadway, Sidewalk, Utility System and Signage Easement hereinafter collectively referred to as the "Infrastructure".

WHEREAS, each Owner may want to convey interests in the Parcels to one or more third parties and desires to establish easements over each of the Parcels so that each of the Parcels are both benefitted and burdened, as the case may be, by the Infrastructure;

WHEREAS, in order to maintain the Infrastructure, the Owners desires to subject each of the Parcels to the covenants, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of each of the Parcels;

WHEREAS, the Owners deem it desirable, for the maintenance of the Infrastructure, to provide a mechanism for the maintenance and administration of the Infrastructure, to collect and disburse the assessments and charges hereinafter created, and to undertake efforts intended to promote all matters relating thereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Owners, its successors and assigns, and future owners of the Parcels, the undersigned Owners for themselves, their successors and assigns, do hereby publish, declare and make known to all future purchasers and owners of the Parcels, that the Parcels will and shall be used, held, and/or sold expressly subject to the following benefits, conditions, restrictions, covenants and agreements which, by acceptance of a deed or other conveyance, shall be deemed accepted by all future purchasers and owners of the Parcels and shall run with the land and be binding upon all grantees of an interest in a Parcel and their respective heirs, personal representatives, successors, assigns and grantees.

1. Roadway Easement. Subject to the terms and conditions set forth herein and all other easements, uses, restrictions and agreements of record, the Owners hereby establish and convey, for the benefit of each of the Parcels, a non-exclusive easement over the Roadway for the purposes of ingress, egress and access to and from each of the Parcels to public roadways and further for the purposes of constructing, maintaining, plowing, operating, repairing, substituting, removing, enlarging, inspecting and replacing the Roadway. The Grand Traverse County Road Commission, Michigan Department of Transportation and Garfield Township will have no obligation to maintain the Roadway in any manner.

2. Sidewalk Easement. Subject to the terms and conditions set forth herein and all other easements, uses, restrictions and agreements of record, the Owners hereby establish and convey, for the benefit of each of the Parcels, a non-exclusive easement over the Sidewalk for the purposes of non-vehicular passage, use, ingress and egress to and from each of the Parcels and further for the purposes of constructing, maintaining, operating, repairing, substituting, removing, enlarging, inspecting and replacing the Sidewalk.

3. Utility and Services Easement. Subject to the terms and conditions set forth herein and all other easements, uses, restrictions and agreements of record, the Owners hereby establish and convey, for the benefit of each of the Parcels, a non-exclusive easement for the purposes of laying, constructing, maintaining, operating, repairing, substituting, removing, enlarging, inspecting and replacing the Utility System. To the extent any of the Infrastructure has not been specifically plotted or defined on the respective exhibits attached hereto, including the Irrigation System and the discharge and flow of water over components of the Drainage System, such Infrastructure shall be deemed to take the form of a blanket easement existing in a reasonable scope in the "as built" or actual use location of the Infrastructure for the purposes of fulfilling the intent of this Agreement.

4. Signage. Subject to the terms and conditions set forth herein and all other easements, uses, restrictions and agreements of record, the Owners hereby establish and convey, for the benefit of each of the Parcels, a non-exclusive easement for erecting and maintaining signage within the Signage Easement and further for the purposes of constructing, maintaining, operating, repairing, substituting, removing, enlarging, inspecting and replacing same. All signage within the Signage Easement shall be subject to the approval of the Owners and shall be in compliance with all applicable rules, regulations, laws and ordinances.

5. Maintenance Rights and Responsibilities.

A. Administration. The Parcel #1 Owner and/or any affiliate or assign of the Parcel #1 Owner shall be responsible for the administration, maintenance, repair and improvement of the Infrastructure located on both Parcels.

B. Maintenance Costs and Fees. The Parcel #2 Owner shall reimburse the Parcel #1 Owner for thirty nine percent (39%) of all costs and expenses of maintenance, repairs, replacements, improvements, or otherwise of the Infrastructure. In the event of a disagreement over such expenses of maintenance, repairs, replacements, improvements, or otherwise, the Parcel #1 Owner and the Parcel #2 Owner agree to negotiate in good faith to reach an agreement within thirty (30) days and if the Parcel #1 Owner and the Parcel #2 Owner are unable to reach an agreement, the Parcel #1 Owner and the Parcel #2 Owner then agree to submit to binding arbitration with each side paying its own costs of arbitration. Such amounts for the maintenance, repairs, replacements or otherwise of the Infrastructure shall be payable within thirty (30) days after receipt of a bill or invoice therefore is delivered to the Parcel #2 Owner, with interest at the rate of ten percent (10%). At the sole option of the Parcel #1 Owner, the Parcel #1 Owner may submit to the Parcel #2 Owner a budget for any planned expenses of maintenance, repairs, replacements of the Infrastructure in order to avoid any disagreements. However, submission of such budget shall not be a condition to the rights and obligations of the Parcel #1 Owner and the Parcel #2 Owner under this Agreement.

When and if more than twenty (20) condominium units are constructed on Parcel #2, the reimbursement percentage from the Parcel #2 Owner shall be reallocated and recalculated to each Parcel to be roughly proportionate to the square footage of such Parcel compared to all Parcels, as determined by the Parcel #1 Owner. All such costs and expenses under this Agreement may be enforced by the Parcel #1 Owner through the lien provisions provided for in Section 5(C) of this Agreement or by any other lawful means of collecting debts.

The fees, dues or assessments levied by the Parcel #1 Owner shall be used exclusively for the operation and maintenance of the Infrastructure, to obtain casualty or liability insurance with respect to any interest of an Owner in the Infrastructure and the fulfillment of any obligation of the Parcel #1 Owner as set forth in this Agreement.

The Owner of a Parcel shall not construct or place (or allow the construction or placement of) any improvements, buildings, or other obstructions within the area of the Infrastructure, nor shall an Owner of a parcel impede or interfere with the free flow of vehicular or pedestrian traffic within the Infrastructure.

In the event that an Owner of a Parcel disturbs any portion of area of the Infrastructure, such Owner of a Parcel shall restore the land or improvements affected thereby substantially to the condition existing prior to the time of such disturbance and to reasonable satisfaction of the Parcel #1 Owner, at the expense of the disturbing party.

C. Lien. Any fees, dues or assessments established by the Parcel #1 Owner, and any amounts or expenses incurred in enforcing the restrictions contained in this Agreement by the Parcel #1 Owner, including attorneys' fees, shall constitute a lien on Parcel #2. The Parcel #1 Owner may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action, including utilization of the procedure known as foreclosure by advertisement. The Parcel #2 Owner hereby consents to the granting of a power of sale to the Parcel #1 Owner in the event of foreclosure by advertisement as a result of non-payment of fees, dues or assessments. There shall be added to such costs the cost of preparing and filing any legal papers necessary to bring foreclosure, reasonable attorney fees, advertising fees, and other costs necessarily incurred. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Parcel subject to the lien to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of a Parcel which is subject to lien.

In addition to, and not in lieu of, the rights and remedies set forth above, the Parcel #1 Owner may bring an action at law against any Owner personally obligated to pay any assessments and shall also have the right to collect the assessments as if an Owner was an owner of a condominium unit in accordance with the provisions of MCLA 559.101, et seq. The Parcel #1 Owner shall have all the rights (including the right to lien and foreclose) as provided in the aforesaid statute. The remedies specified in this Agreement shall be cumulative and in addition to all other remedies permitted at law or in equity

D. Indemnification of Owner. During the term of this Agreement, the Parcel #2 Owner shall indemnify and hold harmless the Parcel #1 Owner, its members, managers, representatives, employees and officers from any and all liability, loss, damage or expense of any kind or description whatsoever sustained or suffered by any of them or to which any of them may be subjected by virtue of any claim, suit, allegation or action arising from any personal injury or property damage sustained by any party, including the Parcel #1 Owner and its guests, invitees and licensees, on any area or areas subject to this Agreement, except for personal injury or property damage arising solely from the gross negligence or willful misconduct of a party indemnified under this Agreement.

E. Insurance. The Owner of each Parcel shall provide and maintain for the duration of this Agreement commercially reasonable insurance coverages and limits, but not less than: (i) \$2,000,000.00 per occurrence, combined single limit; and \$2,000,000.00 in the aggregate, combined single limit, with a deductible of not more than \$10,000.00, for Comprehensive General Liability Insurance including coverage for the Owner of the other Parcel; (ii) \$1,000,000.00 per occurrence, with a deductible of not more than \$10,000.00, for Automobile Liability coverage, including owned, non-owned, and hired automobiles with combined bodily injury and property damage; and (iii) \$100,000 each occurrence, with a deductible of not more than \$10,000.00, for Employer's Liability coverage. The Owner of a Parcel, and their respective contractors and subcontractors, shall provide the Owner of the other Parcel, upon request and not more than twice per any twelve (12) month period, with certificates of insurance indicating the coverages, limits and the effective dates and dates of expiration of said policies. The Parcel #1 Owner shall be named as an additional insured on the coverages in clauses (i) and (ii) above.

F. Maintenance of Drainage System. The Parcel #1 Owner shall conduct routine maintenance of the Drainage System to continually meet the specifications of the stormwater plan approved by the Grand Traverse County Drain Commissioner's Office. If the Parcel #1 Owner fails to conduct the required maintenance on the Drainage System, the Drain Commissioner's Office reserves the right to request that said maintenance be completed. The Parcel #1 Owner shall conduct routine maintenance of the Drainage System within thirty (30) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Grand Traverse County Drain Commissioner, and shall conduct emergency maintenance within thirty-six (36) hours of written notification; in the event that the Parcel #1 Owner shall fail to act within these time frames, the Grand Traverse County Drain Commissioner may perform the needed maintenance and assess the costs therefor against the Parcel #1 Owner and the Parcel #2 Owner. The Drain Commissioner is hereby provided access around any and all retention basins for inspection and maintenance purposes to be performed as specified above. In the event that the Drainage System becomes part of a County drain system, the rights, obligations and duties and easements herein may be assigned to the appropriate agency or County office.

6. Future Description. Future land descriptions and easement definitions may need to be provided, modified or revised as the Parcels become developed and needs to become more defined. Accordingly, the Parcel #1 Owner, in its sole and absolute discretion, may modify or amend this Agreement or enter into such future agreements to more specifically define, both in scope and geographic description, the easements necessary to serve the development of the Parcels. No such agreement or easement shall be enforced unless it is in writing and recorded with the Grand Traverse County Register of Deeds. For the avoidance of doubt, the Parcel #1 Owner reserves non-exclusive easements for the benefit of itself, its successors and assigns which may be utilized at any time or times without any fee or charge whatsoever other than reasonable cost of work performed, utilities consumed and/or maintenance required as a direct result of such use, for the unrestricted use of all Infrastructure, including the right to tap, tie into, extend and/or enlarge any Infrastructure for any land which adjoins the Parcels.

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 each of the Parcels, their respective owners, successors and assigns, upon the terms, provisions and conditions set forth in this Agreement.

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 otherwise expressly provided in this Agreement.

9. Waivers. No delays or omissions by any of parties hereto to exercise any right or power accruing upon any noncompliance or failure of performance by any party 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 party 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.

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.

11. Notices. Each notice, consent, demand or other document or instrument required or permitted to be served hereunder shall be in writing, addressed to the respective party at the respective address of record and shall be deemed to have been duly served: (i) three (3) business days after mailed by certified or registered United States mail, postage prepaid, return receipt requested; (ii) one (1) business day after depositing same with a nationally recognized courier service; or (iii) immediately upon personal delivery to the intended party.

12. Assignment. Each Owner of a Parcel or any interest in a Parcel 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 its respective Parcel. Upon any such Transfer, the rights and obligations of this Agreement shall automatically pass to the transferee (to the extent of their interest in the applicable parcel).

13. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed.

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.

15. Amendments. So long as the Owner retains legal or equitable title to any Parcel, the Owner may unilaterally amend or modify this Agreement. After such time that Owner no longer retains legal or equitable title to any Parcel, this Agreement may only be amended by an instrument signed by not less than 75% of the Owners. Any amendments must be recorded with the Grand Traverse County Register of Deeds.

16. No Third-Party Beneficiaries. The owners of the Parcels are the only intended beneficiaries under this Agreement and no other beneficiaries, express or implied, shall have any rights hereunder.

[Signatures on the Next Page.]

**DECLARATION OF
CROSS EASEMENT AND MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

PARCEL #1 OWNER:

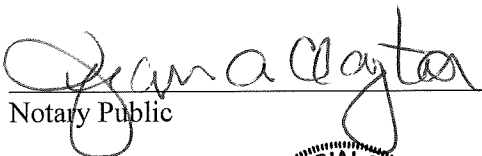
OAKLEAF VILLAGE OF TRAVERSE CITY, LLC,
an Ohio limited liability company

By: JHT Wallick Holdings, LLC,
an Ohio limited liability company,
its sole member

By: 
Michael A. DiCarlantonio, Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a Notary Public, in and for said county and state, this Dec 7, 2021, by Michael A. DiCarlantonio, the Vice President of JHT Wallick Holdings, LLC, an Ohio limited liability company, the sole member of Oakleaf Village of Traverse City, LLC, an Ohio limited liability company, on behalf of said limited liability company. This is an acknowledgment clause; no oath or affirmation was administered to the signer.


Notary Public



Jean A. Clayton
Notary Public, State of Ohio
My Commission Expires:
06/19/2026

Instrument drafted by and when recorded return to:
Gregory J. Donahue, Esq.
Kuhn Rogers PLC
412 South Union Street
Traverse City, Michigan 49684
(231) 947-7900

**DECLARATION OF
CROSS EASEMENT AND MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

PARCEL #2 OWNER:

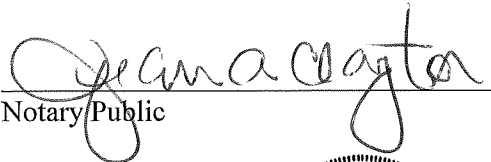
JHT HOLDINGS TRAVERSE CITY, LLC,
an Ohio limited liability company

By: Wallick Asset Management LLC,
an Ohio limited liability company,
its sole member

By: 
Michael A. DiCarlantonio, Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a Notary Public, in and for said county and state, this Dec 7, 2021, by Michael A. DiCarlantonio, the Vice President of Wallick Asset Management LLC, an Ohio limited liability company, the sole member of JHT Holdings Traverse City, LLC, an Ohio limited liability company, on behalf of said limited liability company. This is an acknowledgment clause; no oath or affirmation was administered to the signer.


Notary Public



Jean A. Clayton
Notary Public, State of Ohio
My Commission Expires:
06/19/2026

DECLARATION OF
CROSS EASEMENT AND MAINTENANCE AGREEMENT

EXHIBIT A-1

PARCEL #1

Land situated in the Township of Garfield, County of Grand Traverse and State of Michigan, described as follows:

Part of the Northeast 1/4 of Section 18, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, described as: Commencing at the Northeast corner of said Section 18; Thence North 88 degrees 34 minutes 37 seconds West along the North line of said Section a distance of 438.96 feet to the point of beginning; Thence South 03 degrees 02 minutes 55 seconds West a distance of 749.23 feet; Thence North 88 degrees 44 minutes 03 seconds West a distance of 208.03 feet; Thence South 84 degrees 37 minutes 23 seconds West a distance of 108.05 feet; Thence Southwesterly 268.12 feet along a non-tangential curve to the right having a radius of 127.00 feet, central angle of 120 degrees 57 minutes 38 seconds, and long chord bearing South 44 degrees 26 minutes 10 seconds West 221.03 feet; Thence North 75 degrees 05 minutes 01 second West a distance of 92.92 feet; Thence South 88 degrees 28 minutes 00 seconds West a distance of 95.78 feet; Thence South 62 degrees 10 minutes 40 seconds West a distance of 72.15 feet; Thence Southwesterly 309.46 feet along a curve to the left having a radius of 223.00 feet, central angle of 79 degrees 30 minutes 33 seconds, and a long chord bearing South 22 degrees 25 minutes 24 seconds West 285.22 feet; Thence South 17 degrees 19 minutes 53 seconds East a distance of 270.97 feet; Thence North 88 degrees 34 minutes 55 seconds West a distance of 168.07 feet to the West line of the East 1/2 of the Northeast 1/4 of said Section 18, said point also being on the Easterly line of the Plat of Eaglehurst Estates, as recorded in Plat Liber 13, Page 2, Grand Traverse County Records; Thence North 03 degrees 02 minutes 59 seconds East along said West line a distance of 1465.87 feet to the North line of said Section 18; Thence South 88 degrees 34 minutes 37 seconds East along said North line a distance of 877.85 feet to the point of beginning.

Parcel Number: 05-018-013-30

Vacant Land on North Long Lake Road

**DECLARATION OF
CROSS EASEMENT AND MAINTENANCE AGREEMENT**

EXHIBIT A-2

PARCEL #2

Land situated in the Township of Garfield, County of Grand Traverse and State of Michigan, described as follows:

Remainder Parcel

Part of the Northeast 1/4 of Section 18, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, described as: Commencing at the Northeast corner of said Section 18; Thence North 88 degrees 34 minutes 37 seconds West along the North line of said Section a distance of 438.96 feet; Thence South 03 degrees 02 minutes 55 seconds West a distance of 749.23 feet to the point of beginning; Thence continuing South 03 degrees 02 minutes 55 seconds West a distance of 1229.10 feet; Thence South 88 degrees 29 minutes 26 seconds East a distance of 115.54 feet; Thence South 03 degrees 02 minutes 55 seconds West a distance of 149.44 feet (recorded as South 00 degrees 56 minutes 30 seconds West 150.0 feet); Thence South 88 degrees 26 minutes 05 seconds East a distance of 323.40 feet (recorded as North 89 degrees 27 minutes 30 seconds East 323.4 feet) to the East line of said Section 18; Thence South 03 degrees 02 minutes 55 seconds West along said East line a distance of 194.55 feet (recorded as South 00 degrees 56 minutes 30 seconds West); Thence North 88 degrees 27 minutes 42 seconds West a distance of 323.40 feet (recorded as North 89 degrees 25 minutes 40 seconds East 323.40 feet); Thence South 03 degrees 02 minutes 55 seconds West a distance of 150.48 feet to the North line of the Plat of Heritage Estates No. 4, as recorded in Plat Liber 15, Page 18, Grand Traverse County Records; Thence North 88 degrees 28 minutes 08 seconds West along said North line a distance of 993.40 feet to the West line of the East 1/2 of the Northeast 1/4 of said Section 18; Thence North 03 degrees 02 minutes 59 seconds East along said West line a distance of 1005.39 feet; Thence South 88 degrees 34 minutes 56 seconds East a distance of 168.07 feet; Thence North 17 degrees 19 minutes 53 seconds West a distance of 270.97 feet; Thence Northeasterly 309.46 feet along a curve to the right having a radius of 223.00 feet, central angle of 79 degrees 30 minutes 33 seconds, and long chord bearing North 22 degrees 25 minutes 24 seconds East 285.22 feet; Thence North 62 degrees 10 minutes 40 seconds East a distance of 72.15 feet; Thence North 88 degrees 28 minutes 00 seconds East a distance of 95.78 feet; Thence South 75 degrees 05 minutes 01 second East a distance of 92.92 feet; Thence Northeasterly 268.12 feet along a curve to the left having a radius of 127.00 feet, central angle of 120 degrees 57 minutes 38 seconds, and long chord bearing North 44 degrees 26 minutes 10 seconds East 221.03 feet; Thence North 84 degrees 37 minutes 23 seconds East a distance of 108.05 feet; Thence South 88 degrees 44 minutes 03 seconds East a distance of 208.03 feet to the point of beginning.

DECLARATION OF
CROSS EASEMENT AND MAINTENANCE AGREEMENT

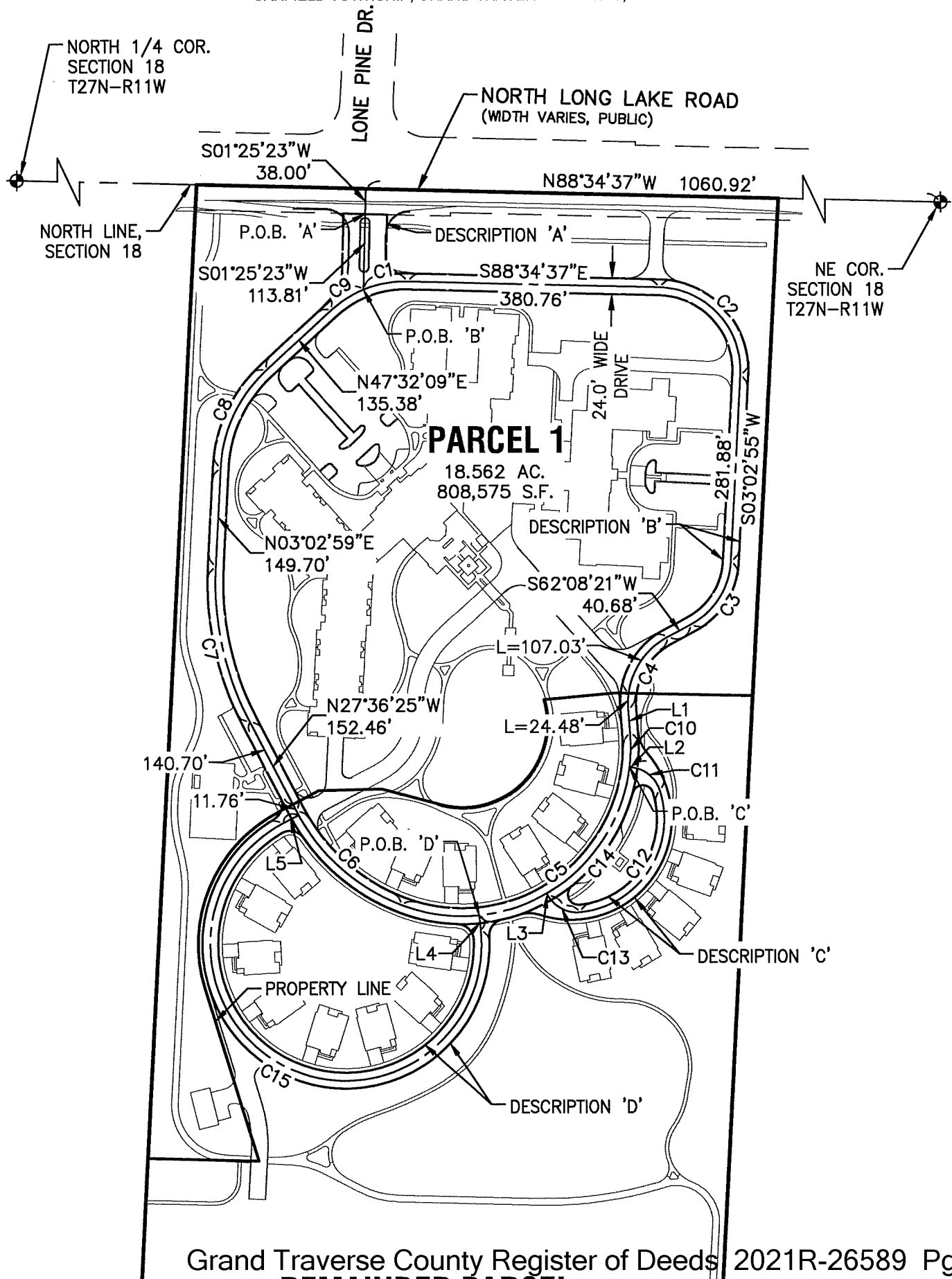
EXHIBIT B

THE ROADWAY

Attached.

CROSS ACCESS AGREEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN



CROSS ACCESS AGREEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	67.59'	163.00'	23°45'31"	N79°32'38"E	67.11'
C2	199.90'	125.00'	91°37'32"	S42°45'51"E	179.27'
C3	116.54'	113.00'	59°05'27"	S32°35'38"W	111.44'
C4	131.51'	113.00'	66°40'52"	S28°47'55"W	124.21'
C5	514.18'	255.00'	115°31'47"	S53°13'23"W	431.39'
C6	216.80'	300.00'	41°24'19"	N48°18'34"W	212.11'
C7	240.78'	450.00'	30°39'24"	N12°16'43"W	237.91'
C8	165.38'	213.00'	44°29'10"	N25°17'34"E	161.26'
C9	57.26'	163.00'	20°07'44"	N57°36'00"E	56.97'
C10	51.28'	255.00'	11°31'20"	S01°13'09"W	51.19'
C11	56.98'	50.00'	65°17'19"	S50°22'32"E	53.94'
C12	252.08'	141.00'	102°26'01"	S33°29'09"W	219.83'
C13	56.98'	50.00'	65°17'19"	N62°39'11"W	53.94'
C14	395.06'	255.00'	88°45'57"	S39°50'28"W	356.72'
C15	887.93'	205.00'	248°10'09"	N61°41'29"W	339.57'

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	35.58'	S04°32'31"E
L2	4.21'	S83°01'11"E
L3	4.21'	N30°00'32"W
L4	22.73'	S05°46'34"E
L5	27.40'	N62°23'35"E

CROSS ACCESS AGREEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

DESCRIPTION 'A'

A 66-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, HAVING A CENTERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1060.92 FEET; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 38.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NORTH LONG LAKE ROAD (VARIABLE WIDTH, PUBLIC) AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°25'23" WEST A DISTANCE OF 113.81 FEET TO THE POINT OF ENDING.

DESCRIPTION 'B'

A 24-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, HAVING A CENTERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1060.92 FEET; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 38.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NORTH LONG LAKE ROAD (VARIABLE WIDTH, PUBLIC); THENCE CONTINUING SOUTH 01°25'23" WEST A DISTANCE OF 113.81 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY 67.59 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 163.00 FEET, CENTRAL ANGLE OF 23°45'31", AND LONG CHORD BEARING NORTH 79°32'38" EAST 67.11 FEET; THENCE SOUTH 88°34'37" EAST A DISTANCE OF 380.76 FEET; THENCE SOUTHEASTERLY 199.90 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, CENTRAL ANGLE OF 91°37'32", AND LONG CHORD BEARING SOUTH 42°45'51" EAST 179.27 FEET; THENCE SOUTH 03°02'55" WEST A DISTANCE OF 281.88 FEET; THENCE SOUTHWESTERLY 116.54 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 113.00 FEET; CENTRAL ANGLE OF 59°05'27", AND LONG CHORD BEARING SOUTH 32°35'38" WEST 111.44 FEET; THENCE SOUTH 62°08'21" WEST A DISTANCE OF 40.68 FEET; THENCE SOUTHWESTERLY 131.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 113.00 FEET, CENTRAL ANGLE OF 66°40'52", AND LONG CHORD BEARING SOUTH 28°47'55" WEST 124.21 FEET; THENCE SOUTH 04°32'31" EAST A DISTANCE OF 35.58 FEET; THENCE SOUTHWESTERLY 514.18 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 255.00 FEET, CENTRAL ANGLE OF 115°31'47", AND LONG CHORD BEARING SOUTH 53°13'23" WEST 431.39 FEET; THENCE NORTHWESTERLY 216.80 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 41°24'19", AND LONG CHORD BEARING NORTH 48°18'34" WEST 212.11 FEET; THENCE NORTH 27°36'25" WEST A DISTANCE OF 152.46 FEET; THENCE NORTHWESTERLY 240.78 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, CENTRAL ANGLE OF 30°39'24", AND LONG CHORD BEARING NORTH 12°16'43" WEST 237.91 FEET; THENCE NORTH 03°02'59" EAST A DISTANCE OF 149.70 FEET; THENCE NORTHEASTERLY 165.38 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 213.00 FEET, CENTRAL ANGLE OF 44°29'10" AND LONG CHORD BEARING NORTH 25°17'34" EAST 161.26 FEET; THENCE NORTH 47°32'09" EAST A DISTANCE OF 135.38 FEET; THENCE NORTHEASTERLY 57.26 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 163.00 FEET, CENTRAL ANGLE OF 20°07'44", AND LONG CHORD BEARING NORTH 57°36'00" EAST 56.97 FEET TO THE POINT OF ENDING.

CROSS ACCESS AGREEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

DESCRIPTION 'C'

A 24-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, HAVING A CENTERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1060.92 FEET; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 38.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NORTH LONG LAKE ROAD (VARIABLE WIDTH, PUBLIC); THENCE CONTINUING SOUTH 01°25'23" WEST A DISTANCE OF 113.81 FEET; THENCE NORTHEASTERLY 67.59 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 163.00 FEET, CENTRAL ANGLE OF 23°45'31", AND LONG CHORD BEARING NORTH 79°32'38" EAST 67.11 FEET; THENCE SOUTH 88°34'37" EAST A DISTANCE OF 380.76 FEET; THENCE SOUTHEASTERLY 199.90 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, CENTRAL ANGLE OF 91°37'32", AND LONG CHORD BEARING SOUTH 42°45'51" EAST 179.27 FEET; THENCE SOUTH 03°02'55" WEST A DISTANCE OF 281.88 FEET; THENCE SOUTHWESTERLY 116.54 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 113.00 FEET; CENTRAL ANGLE OF 59°05'27", AND LONG CHORD BEARING SOUTH 32°35'38" WEST 111.44 FEET; THENCE SOUTH 62°08'21" WEST A DISTANCE OF 40.68 FEET; THENCE SOUTHWESTERLY 131.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 113.00 FEET, CENTRAL ANGLE OF 66°40'52", AND LONG CHORD BEARING SOUTH 28°47'55" WEST 124.21 FEET; THENCE SOUTH 04°32'31" EAST A DISTANCE OF 35.58 FEET; THENCE SOUTHWESTERLY 51.28 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 255.00 FEET, CENTRAL ANGLE OF 11°31'20", AND LONG CHORD BEARING SOUTH 01°13'09" WEST 51.19 FEET TO THE POINT OF BEGINNING; THENCE S83°01'11"E A DISTANCE OF 4.21 FEET; THENCE SOUTHEASTERLY 56.98 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, CENTRAL ANGLE OF 65°17'19", AND LONG CHORD BEARING SOUTH 50°22'32" EAST A DISTANCE OF 53.94 FEET; THENCE SOUTHWESTERLY 252.08 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 141.00 FEET, CENTRAL ANGLE OF 102°26'01", AND LONG CHORD BEARING SOUTH 33°29'09" WEST 219.83 FEET; THENCE NORTHWESTERLY 56.98 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, CENTRAL ANGLE OF 65°17'19", AND LONG CHORD BEARING NORTH 62°39'11" WEST 53.94 FEET; THENCE NORTH 30°00'32" WEST A DISTANCE OF 4.21 FEET TO THE POINT OF ENDING.

DESCRIPTION 'D'

A 24-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, HAVING A CENTERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1060.92 FEET; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 38.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NORTH LONG LAKE ROAD (VARIABLE WIDTH, PUBLIC); THENCE CONTINUING SOUTH 01°25'23" WEST A DISTANCE OF 113.81 FEET; THENCE NORTHEASTERLY 67.59 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 163.00 FEET, CENTRAL ANGLE OF 23°45'31", AND LONG CHORD BEARING NORTH 79°32'38" EAST 67.11 FEET; THENCE SOUTH 88°34'37" EAST A DISTANCE OF 380.76 FEET; THENCE SOUTHEASTERLY 199.90 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, CENTRAL ANGLE OF 91°37'32", AND LONG CHORD BEARING SOUTH 42°45'51" EAST 179.27 FEET; THENCE SOUTH 03°02'55" WEST A DISTANCE OF 281.88 FEET; THENCE SOUTHWESTERLY 116.54 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 113.00 FEET; CENTRAL ANGLE OF 59°05'27", AND LONG CHORD BEARING SOUTH 32°35'38" WEST 111.44 FEET; THENCE SOUTH 62°08'21" WEST A DISTANCE OF 40.68 FEET; THENCE SOUTHWESTERLY 131.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 113.00 FEET, CENTRAL ANGLE OF 66°40'52", AND LONG CHORD BEARING SOUTH 28°47'55" WEST 124.21 FEET; THENCE SOUTH 04°32'31" EAST A DISTANCE OF 35.58 FEET; THENCE SOUTHWESTERLY 395.06 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 255.00 FEET, CENTRAL ANGLE OF 88°45'57", AND LONG CHORD BEARING SOUTH 11°31'21" WEST 356.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°46'34" EAST A DISTANCE OF 22.73 FEET; THENCE NORTHWESTERLY 887.93 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 205.00 FEET, CENTRAL ANGLE OF 248°10'09", AND LONG CHORD BEARING NORTH 61°41'29" WEST 339.57 FEET; THENCE NORTH 62°23'55" EAST A DISTANCE OF 27.40 FEET TO THE POINT OF ENDING.

DECLARATION OF
CROSS EASEMENT AND MAINTENANCE AGREEMENT

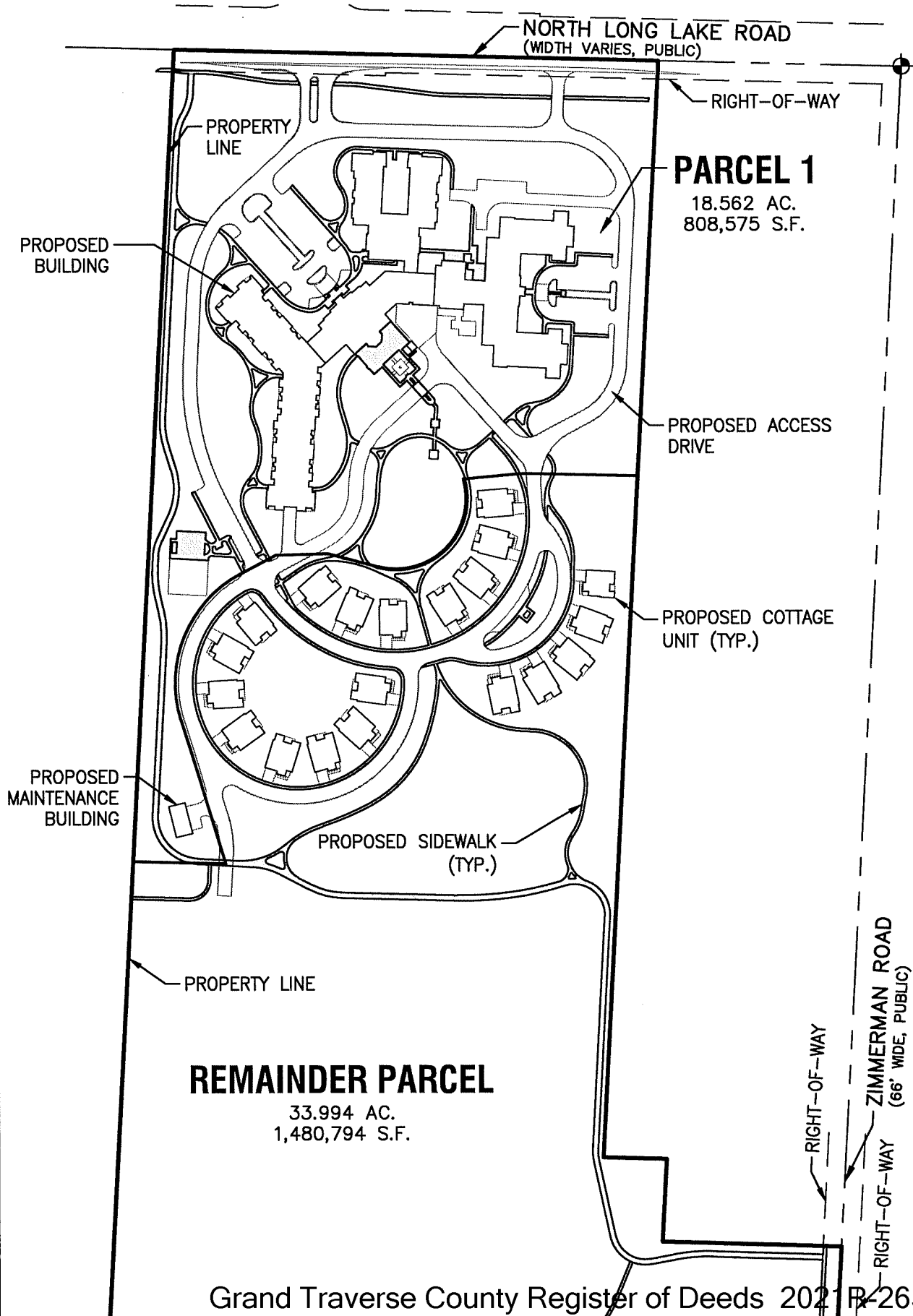
EXHIBIT C

THE SIDEWALK

Attached.

SIDEWALK EXHIBIT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN



DECLARATION OF
CROSS EASEMENT AND MAINTENANCE AGREEMENT

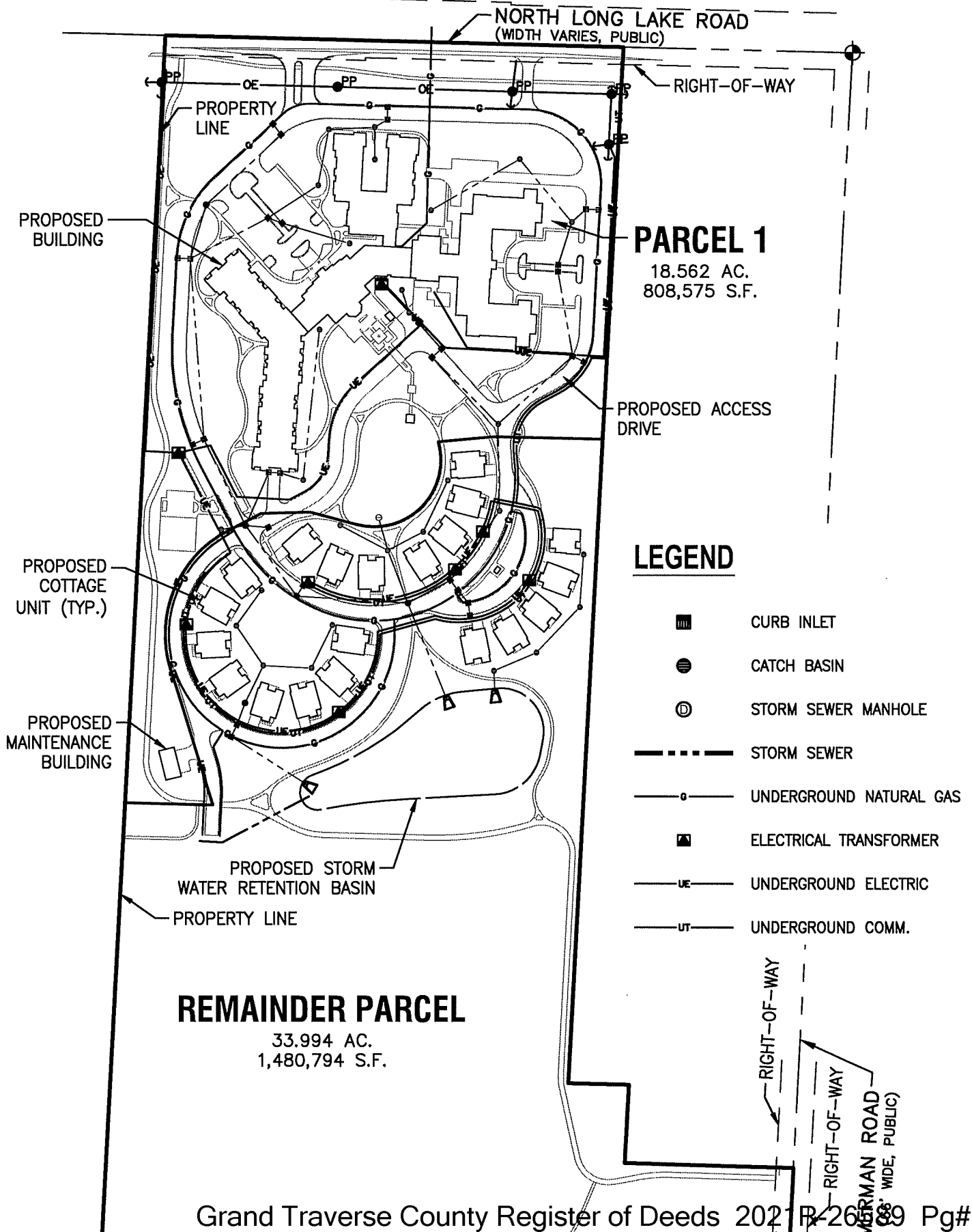
EXHIBIT D

THE UTILITY SYSTEM

Attached.

UTILITY EXHIBIT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN



DECLARATION OF
CROSS EASEMENT AND MAINTENANCE AGREEMENT

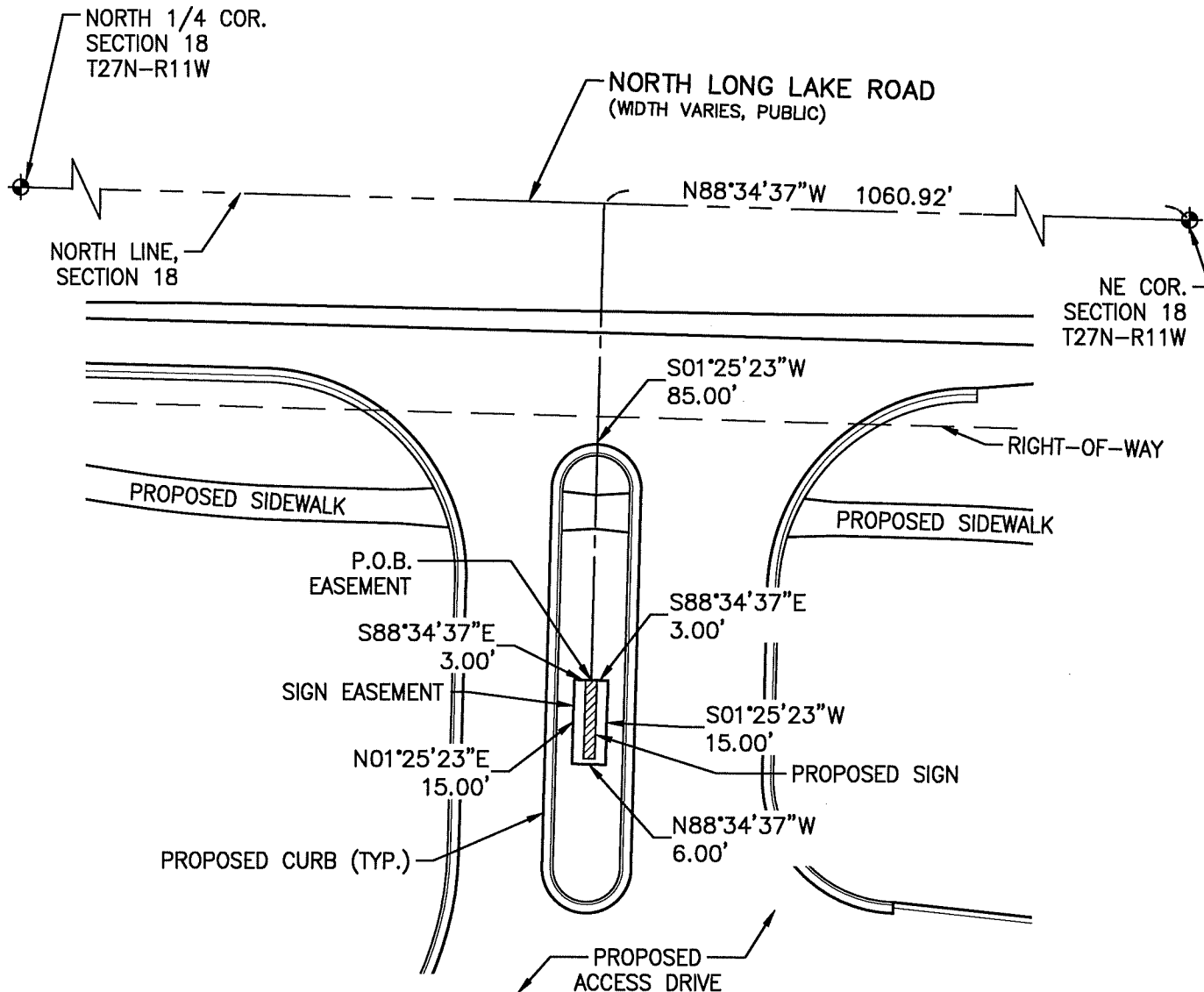
EXHIBIT E

THE SIGNAGE EASEMENT

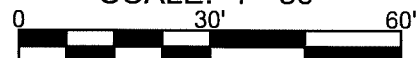
Attached.

SIGN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN



SCALE: 1"=30'



SIGN EASEMENT

PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1060.92 FEET; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°34'37" EAST A DISTANCE OF 3.00 FEET; THENCE SOUTH 01°25'23" WEST 15.00 FEET; THENCE NORTH 88°34'37" WEST A DISTANCE OF 6.00 FEET; THENCE NORTH 01°25'23" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 88°34'37" EAST A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.