

92 SEP -2 PM 2: 07

LIBER 1248 PAGE 0296

ID NO. 58-07-076-003-00

*Conrad Thielke*  
REGISTER OF DEEDS  
MONROE COUNTY, MICH.SANITARY SEWER EASEMENT

This indenture, made this 6<sup>th</sup> day of May,  
19 92, by and between CHARLES P. QUISENBERRY TRUST AND NANCY J  
QUISENBERRY TRUST 3455 ALBAIN ROAD, MONROE, MI 48161  
party of the first part, and Frenchtown Charter Township, a municipal  
corporation of the State of Michigan, party of the second part.

## WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00)  
and other good and valuable consideration, the receipt of which is  
hereby acknowledged and confessed, party of the first part does by  
these presents grant, bargain, sell, release and confirm unto the said  
party of the second part and its successors and assigns, an easement  
in, under, through and across that certain real estate situated in  
Frenchtown Charter Township, County of Monroe, State of Michigan, more  
particularly described as:

See Exhibit "A" attached hereto and made a part hereof.

In perpetuity for the purposes of constructing, repairing  
and maintaining a sanitary sewer main and appurtenances thereto with  
full right in the party of the second part, its successors and  
assigns, to go on the premises at any time for the purposes of  
constructing, repairing or maintaining said sanitary sewer main.

Party of the first part, for itself, its successors and  
assigns, covenants and agrees that no building or other structure will  
be erected upon or over the land covered by this Easement.

IT IS AGREED by and between the parties hereto that the  
party of the second part shall be granted the right of ingress and  
egress and reasonable use of the land on and adjacent to the above  
described Easement to be used in the construction, maintenance, and  
repair of said sanitary sewer main; and any subsequent repairs  
thereto, fences, and grounds disturbed or removed by second party  
shall be restored by second party in a workmanlike manner and the  
premises left in as satisfactory condition as previously, taking into  
consideration the type of work being performed.

IT IS FURTHER AGREED, that party of the second part will not  
be required to replace or repair any paved parking area, driveway or  
sidewalk removed or damaged because of construction, maintenance, and  
repair of said sanitary sewer main.

IN WITNESS WHEREOF, the parties have hereto set their hands  
and seal, this day and year first above written.

131

WITNESSES:

LIBER 1248 PAGE 0297

Steve Quisenberry  
(Type or print name)

By: Charles P. Quisenberry  
CHARLES P. OUISENBERRY, TRUSTEE  
(Type or print name)

Steve Quisenberry  
(Type or print name)

By: Nancy J. Quisenberry  
NANCY J. OUISENBERRY, TRUSTEE  
(Type or print name)

STATE OF Michigan  
S.S.

COUNTY OF Monroe

On this 6 day of May, 1992, before me, a  
Notary Public, personally appeared Charles P. Quisenberry, Trustee  
Nancy J. Quisenberry, Trustee

known to me to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged that he/she/they executed the same for  
the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

FRED B. HUNTEN, NOTARY PUBLIC  
MONROE COUNTY, STATE OF MICHIGAN  
MY COMMISSION EXPIRES 04-16-95

Fred B. Huntten  
Notary Public  
Monroe County Michigan  
My Commission Expires: 4-16-95

WITNESSES:

FRENCHTOWN CHARTER TOWNSHIP

John A. Hohman Jr  
(Type or print name)  
Catherine E. Lovelady  
Catherine E. Lovelady  
(Type or print name)

By: Susan L. Hasley  
Susan L. Hasley, Supervisor  
By: Bernard J. Felder  
Bernard J. Felder, Clerk

STATE OF MICHIGAN  
S.S.

COUNTY OF MONROE

On this 17th day of June, 1992, before me, a  
Notary Public, personally appeared Susan L. Hasley &  
Bernard J. Felder known  
to me to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged that he/she/they executed the same for the  
purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

INSTRUMENT DRAFTED BY:  
NAME: Raymond E. Zmuda  
Wade-Trim/Associates, Inc.  
ADDRESS: 25185 Goddard Road  
Taylor, MI 48180

Catherine E. Lovelady  
Notary Public  
County, Michigan  
My Commission Expires: \_\_\_\_\_

CATHERINE E. LOVELADY  
-2 Notary Public, Monroe County, Michigan  
My Commission Expires January 17, 1994

FCT 2066-03  
Easement #7



## EXHIBIT "A"

PARCEL DESCRIPTION: 58-07-076-003-00

ALL THAT PART OF PRIVATE CLAIMS 76 AND 79 AND PART OF FRACTIONAL SECTIONS 19 AND 30, TOWN 6 SOUTH, RANGE 9 EAST, FRENCHTOWN TOWNSHIP, MONROE COUNTY, MICHIGAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STEWART ROAD WITH THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD; THENCE NORTH  $21^{\circ}37'00''$  EAST, 2507.32 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD TO THE POINT OF BEGINNING; THENCE NORTH  $68^{\circ}37'00''$  WEST, 562.50 FEET; THENCE SOUTH  $21^{\circ}37'00''$  WEST, 1608.66 FEET; THENCE SOUTH  $20^{\circ}38'38''$  WEST, 395.69 FEET; THENCE NORTH  $69^{\circ}23'49''$  WEST, 226.79 FEET; THENCE SOUTH  $20^{\circ}38'38''$  WEST, 200.00 FEET TO THE CENTERLINE OF STEWART ROAD; THENCE NORTH  $47^{\circ}22'49''$  WEST, 64.72 FEET ALONG THE CENTERLINE OF STEWART ROAD; THENCE NORTH  $20^{\circ}38'38''$  EAST, 291.66 FEET; THENCE NORTH  $69^{\circ}35'08''$  WEST, 226.44 FEET; THENCE NORTH  $20^{\circ}12'52''$  EAST, 1750.15 FEET; THENCE ON A CURVE TO THE RIGHT, WHOSE RADIUS IS 470.00 FEET, WITH A CENTRAL ANGLE OF  $32^{\circ}09'48''$ , FOR AN ARC DISTANCE OF 266.14 FEET, AND THE CHORD OF WHICH BEAR SOUTH  $52^{\circ}18'00''$  EAST FOR A DISTANCE OF 260.39 FEET; THENCE SOUTH  $68^{\circ}23'00''$  EAST, 883.50 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD; THENCE SOUTH  $21^{\circ}37'00''$  WEST 308.62 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD TO THE POINT OF BEGINNING.

SOURCE OF DESCRIPTION: QUIT CLAIM DEED, RECORDED IN LIBER 1207 PAGE 583, MONROE COUNTY RECORDS (NOTE DESCRIPTION ONLY HAS AN ERROR OF CLOSURE OF 1/16)

EASEMENT DESCRIPTION: PERMANENT EASEMENT

A 20-FOOT WIDE PERMANENT EASEMENT FOR SANITARY SEWER, LOCATED ON THE ABOVE DESCRIBED PARCEL, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STEWART ROAD, 66 FEET WIDE, SAID POINT, DISTANT, NORTH  $47^{\circ}22'49''$  WEST, 899.31 FEET AND NORTH  $20^{\circ}38'38''$  EAST, 35.60 FEET FROM THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD WITH THE CENTERLINE OF STEWART ROAD; PROCEEDING THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NORTH  $20^{\circ}38'38''$  EAST, 21.57 FEET; THENCE SOUTH  $47^{\circ}22'49''$  EAST, 29.00 FEET ALONG A LINE 20 FEET NORTH AND PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF STEWART ROAD; THENCE SOUTH  $20^{\circ}38'38''$  WEST, 21.57 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STEWART ROAD, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STEWART ROAD, NORTH  $47^{\circ}22'49''$  WEST, 29.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE SENIOR RIGHTS OF EXISTING EASEMENTS, IF ANY.

EASEMENT DESCRIPTION:      TEMPORARY CONSTRUCTION EASEMENT

A 12-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT FOR SANITARY SEWER, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, DISTANT NORTH  $47^{\circ}22'49''$  WEST, 899.31 FEET AND NORTH  $20^{\circ}38'38''$  EAST, 57.17 FEET FROM THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD WITH THE CENTERLINE OF STEWART ROAD; PROCEEDING THENCE NORTH  $20^{\circ}38'38''$  EAST, 12.94 FEET; THENCE SOUTH  $47^{\circ}22'49''$  EAST 29.00 FEET; THENCE SOUTH  $20^{\circ}38'38''$  WEST, 12.94 FEET; THENCE NORTH  $47^{\circ}22'49''$  WEST, 29.00 FEET TO THE POINT OF BEGINNING;

SAID TEMPORARY CONSTRUCTION EASEMENT TO REVERT TO THE PROPERTY OWNER AT THE CONCLUSION OF THE WORK AS EVIDENCED BY THE ACCEPTANCE OF THE WORK.

1420 0450

484858

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RECEIVED FOR RECORD

95 JAN -3 PH 3:17

*Leri Allen*  
REGISTER OF DEEDS  
MONROE COUNTY, MICH

**GRANT OF EASEMENT**

27<sup>th</sup> This Grant of Easement (this "Grant") is made as of this day of Dec, 1994, by Charles P. Quisenberry, Trustee of the Charles P. Quisenberry Trust under Agreement dated June 14, 1990, and Nancy J. Quisenberry, Trustee of the Nancy J. Quisenberry Trust under Agreement dated June 14, 1990, and the Real Vest Group, a Michigan Co-Partnership, the address of each of which is 1224 North Telegraph Road, Monroe, Michigan 48161, and Wal-Mart Stores, Inc., a Delaware Corporation, the address of which is 702 S.W. Eighth Street, Bentonville, Arkansas 72716 (collectively "Grantors") to Frenchtown Place Apartments Limited Partnership, a Michigan Limited Partnership, the address of which is 321 Woodland Pass, Suite 100, East Lansing, Michigan 48823 ("Grantee").

**Recitals**

On August 27, 1991, Grantors entered into an agreement of Easements with Covenants and Restrictions affecting Land ("ECR") with regard to certain property located in Frenchtown Township, Monroe, County, Michigan, more specifically depicted on Exhibit "A" attached hereto and made a part hereof. On April 22, 1994, the Grantee entered into a purchase agreement with the Real Vest Group to acquire and develop approximately nine (9) acres of land just west of the Wal-Mart Store for multi-family housing. Grantee must have a non-exclusive easement over that portion of land known as Mall Drive, to gain ingress and egress to the proposed multi-family development. While the Grantors, pursuant to the ECR, have granted each other, their invitees, agents, customers, successors and assigns non-exclusive rights of ingress and egress on Mall Drive, Grantee desires to be specifically named as a permitted user of Mall Drive.

Subject to the terms and conditions of this Agreement, Grantors are willing to grant this Easement to Grantee.

Now, Therefore, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantors:



1. Grant of Easement. Grantors hereby grant to Grantee, its agents, customers, invitees, licensees, tenants and employees a non-exclusive easement over, through and upon that portion of road known as Mall Drive, depicted on Exhibit "A" and legally described on Exhibit "B" attached hereto and made a part hereof, for ingress and egress of vehicular traffic to and from Grantees property.
2. Dedication/Termination. Grantors, pursuant to paragraph 15 of the ECR, have agreed to use their best efforts to cause Mall Road to be dedicated and accepted by the appropriate municipal authorities as a public road. Grantee shall cooperate with Grantors to cause Mall Road to be dedicated and upon dedication and acceptance, Mall Road will be released from the terms and conditions of the ECR and this Grant shall automatically expire, terminate and become void, having no further force or effect.
3. Miscellaneous. Grantee shall not block, cut off, terminate, obstruct, interfere with, construct or impose any object or structure upon, across or over the Easement Area or otherwise diminish in any manner the rights or use of the Easement Area by Grantors.

In Witness Whereof, Grantors have executed this Grant as of the date first above written.

In the Presence of:

Jody Weiss  
Jody Weiss

Jackie Saul  
Jackie Saul

Jody Weiss  
Jody Weiss

Jackie Saul  
Jackie Saul

Beverly Snyder  
Beverly Snyder

Tony Roberts  
Tony Roberts

Charles P. Quisenberry  
Charles P. Quisenberry, Trustee

Nancy J. Quisenberry  
Nancy J. Quisenberry, Trustee

Kenneth A. Jursinski  
Kenneth A. Jursinski; General Partner, The Real Vest Group

Kim Saylor  
Wal Mart Stores, Inc.  
By: Kim Saylor

Its: Property Mgr.

1420 0452

STATE OF MICHIGAN )  
COUNTY OF MONROE ) ss.

The foregoing document was acknowledged before me this  
14<sup>th</sup> day of DECEMBER, 1994 by KENNETH H. JURSINSKI, a  
General Partner of Real Vest Group, a Michigan co-  
partnership, on behalf of the co-partnership.

David R. Scott  
Notary Public  
Monroe County,  
My Commission Expires:  
DAVID R. SCOTT, NOTARY PUBLIC  
MONROE COUNTY, STATE OF MICHIGAN  
MY COMMISSION EXPIRES 12-10-96

STATE OF MICHIGAN )  
COUNTY OF MONROE ) ss.

The foregoing document was acknowledged before me this  
14<sup>th</sup> day of DECEMBER, 1994 by Charles P. Quisenberry,  
Trustee of the Charles P. Quisenberry Trust under Agreement dated  
June 14, 1990.

David R. Scott  
Notary Public  
Monroe County,  
My Commission Expires:  
DAVID R. SCOTT, NOTARY PUBLIC  
MONROE COUNTY, STATE OF MICHIGAN  
MY COMMISSION EXPIRES 12-10-96

STATE OF MICHIGAN )  
COUNTY OF MONROE ) ss.

The foregoing document was acknowledged before me this  
14<sup>th</sup> day of DECEMBER, 1994 by Nancy J. Quisenberry,  
Trustee of the Nancy J. Quisenberry Trust under Agreement dated  
June 14, 1990.

David R. Scott  
Notary Public  
Monroe County,  
My Commission Expires:  
DAVID R. SCOTT, NOTARY PUBLIC  
MONROE COUNTY, STATE OF MICHIGAN  
MY COMMISSION EXPIRES 12-10-96

STATE OF ARKANSAS }  
COUNTY OF BENTON } SS.

The foregoing document was acknowledged before me this  
23<sup>rd</sup> day of October, 1994 by Kim Saylor,  
Property Manager, of Wal-Mart Stores, Inc., a Delaware  
corporation, on behalf of the Corporation.

[Signature]  
Notary Public,  
Benton County, Ark

My Commission Expires: Sept 15, 1995

Drafted by:

K.A. Jursinski, Esq.  
1224 N. Telegraph Road  
Monroe, Michigan 48161

When recorded, return to:

Transamerica Title  
111 E. Ann  
Ann Arbor, Mi:



Exhibit A

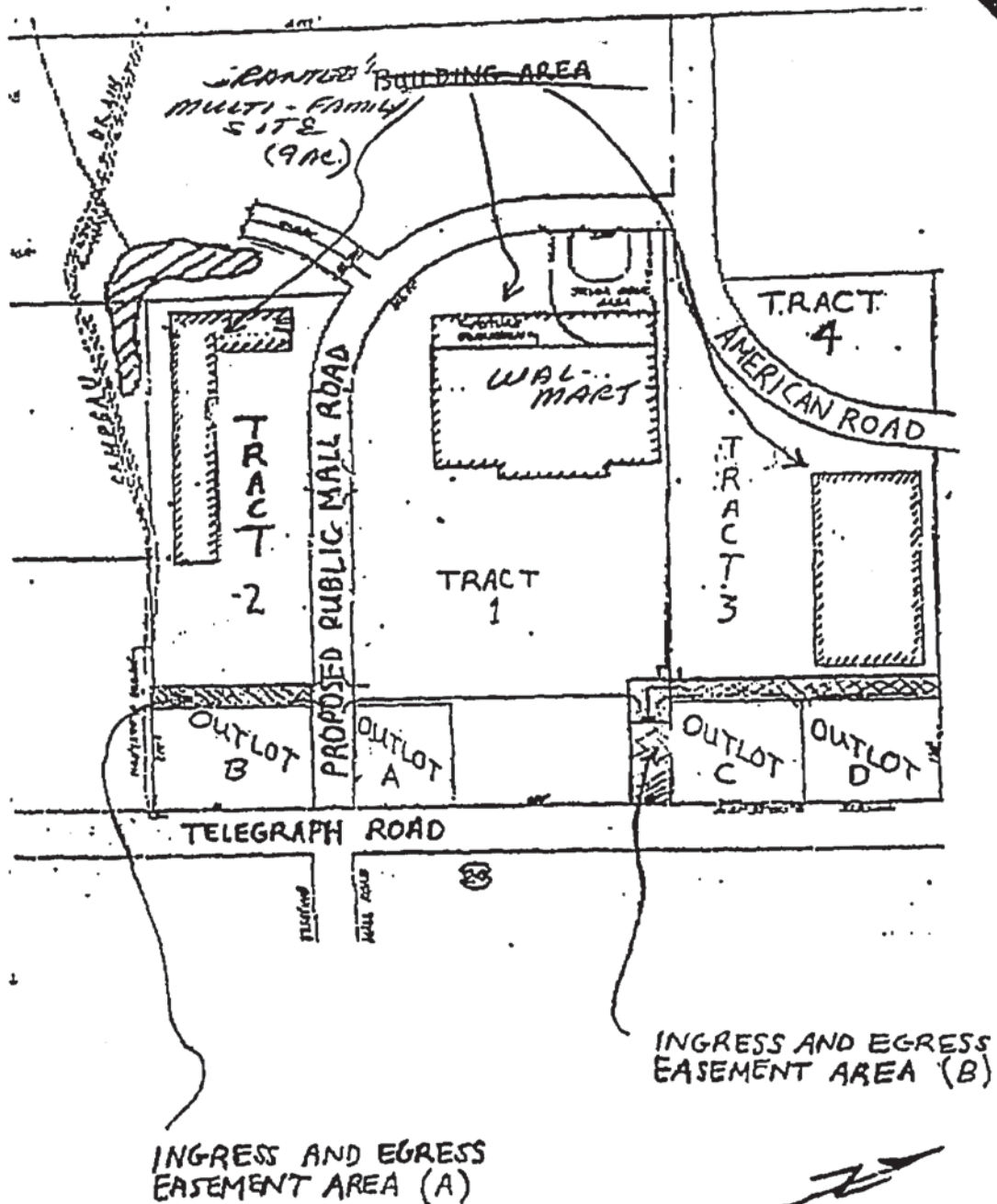


Exhibit B  
(Proposed Public Mall Road)

Part of Private Claims, 76, 79, 317 and a part of fractional Section 19, T6S, R9E, Frenchtown Township, Monroe County, Michigan, described as: Commencing at a point at the intersection of the westerly right-of-way of Telegraph Road with the centerline of Stewart Road; thence N21°37'00"E 2815.94 feet along the westerly right-of-way of Telegraph Road for a POINT OF BEGINNING; thence N68°23'00"W 883.50 feet; thence 738.27 feet along the arc of a 470.00 foot radius curve to the right, a central angle of 90°00'00" and a chord bearing of N23°23'00"W 664.68 feet; thence N21°37'00"E 230.00 feet; thence S68°23'00"E 80.00 feet; thence S21°37'00"W 230.00 feet; thence 612.61 feet along the arc of a 390.00 foot radius curve to the left, a central angle of 90°00'00" and a chord bearing of S23°23'00"E 551.54 feet; thence S68°23'00"E 883.50 feet; thence S21°37'00"W 80.00 feet to the POINT OF BEGINNING.

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*Keri Allen*  
REGISTER OF DEEDS  
MOBILE COUNTY, ALA.

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contracts, agreements or leases in existence on the date hereof which would violate the foregoing provisions.

3. Nature of Grant. The burdens of the grant shall run with the Shopping Center and any land owned or controlled by Grantor within one-half mile of the Shopping Center and shall be binding upon the Grantor and every successor owner of the Shopping Center and any land owned or controlled by Grantor within one-half mile of the Shopping Center. The grant shall inure to the benefit of the Benefitted Premises and Grantee.

4. Successors and Assigns. This Use Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

5. Governing Law. This Use Agreement and all the provisions hereof shall be governed by and construed in accordance with the laws of the State of Michigan.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall be one and the same instrument.

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

WITNESSES

GRANTOR:

*Harold J. Sursnik*  
*Harold J. Sursnik*  
 Kenneth A. Sursnik

*Harold J. Sursnik*  
*Harold J. Sursnik*  
 Kenneth A. Sursnik

*Charles P. Quisenberry, Trustee*  
 Charles P. Quisenberry, Trustee of  
 the Charles P. Quisenberry Trust  
 U/A/D June 14, 1990

*Nancy J. Quisenberry, Trustee*  
 Nancy J. Quisenberry, Trustee of the  
 Nancy J. Quisenberry Trust U/A/D  
 June 14, 1990

GRANTEE:

RUBY TUESDAY, INC.,  
 a Delaware corporation

By: *Wayne C. J.*  
 Its: Vice-President

Date: June 16, 1995

*Patricia Jakubowski*  
*Patricia Jakubowski*  
 Carol I. Emerson

Drafted by and when  
 recorded return to:  
 Carole Crosby, Esq.  
 Jacob & Weingarten, P.C.  
 2301 W. Big Beaver Rd., Ste. 777  
 Troy, Michigan 48064

*WJC*

The foregoing Use Agreement was acknowledged before me this \_\_\_\_ day of June, 1995 by Charles P. Quisenberry, Trustee of the Charles P. Quisenberry Trust U/A/D June 14, 1990.

Notary Public  
State of Michigan  
County of Monroe  
My Commission Expires: 6/15/99

The foregoing Use Agreement was acknowledged before me this \_\_\_\_\_ day of June, 1995 by Nancy J. Quisenberry, Trustee of the Nancy J. Quisenberry Trust U/A/D June 14, 1990.

Notary Public  
State of Michigan  
County of Monroe  
My Commission Expires: 6/15/90

The foregoing Use Agreement was acknowledged before me this 16<sup>th</sup> day of June, 1995, by Walter G. Cole, Jr., Vice-President of Ruby Tuesday, Inc., a Delaware corporation.

Notary Public  
State of ALABAMA  
County of MOBILE  
My Commission Expires: 3-11-98

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## EXHIBIT "A"

## LEGAL DESCRIPTION

## RUBY TUESDAY

A parcel of land located in part of Fractional Section 19, Town 6 South, Range 9 East, Frenchtown Charter Township, Monroe County, Michigan, being further described as follows:

Commencing at the Westerly Right-of-Way line of Telegraph Road and the centerline of Stewart Road;  
 thence North 21° 37' 00" East 2507.32 feet thereon from the centerline of Stewart Road, to the true point of beginning;  
 thence North 68° 23' 00" West, a distance of 305.00 feet;  
 thence North 21° 37' 00" East, a distance of 310.52 feet (Measured) 308.62 feet (Recorded) to the South line of so-called Mall Road;  
 thence South 68° 23' 00" East, a distance of 305.00 feet to the Westerly Right-of-Way line of Telegraph Road;  
 thence South 21° 37' 00" West, a distance of 310.52 feet (Measured) 308.62 feet (Recorded) along the Westerly Right-of-Way line of Telegraph Road to the True Point of Beginning. Reserving unto Grantors as a private non-exclusive easement for public utilities the northerly ten (10) feet of the above described premises.

Together with and subject to all perpetual, mutual, reciprocal and non-exclusive easements for vehicular and pedestrian access, ingress and egress, vehicular parking and construction, installation, maintenance and use of utilities as described in and conveyed by that certain Easement with Covenants and Restrictions Affecting Land dated August 27, 1991 and recorded August 28, 1991 in Liber 1179, Pages 336 to 372, as amended by First Amendment to Easement with Covenants and Restrictions Affecting Land dated as of August 22, 1994, recorded in Liber 1447, Page 974, and as amended by Second Amendment to Easement with Covenants and Restrictions Affecting Land dated as of November 16, 1994, recorded in Liber 1447, Page 979, and as amended by Third Amendment to Easement with Covenants and Restrictions Affecting Land dated as of May 30, 1995, recorded in Liber 1447, Page 983, and as amended by Fourth Amendment to Easement with Covenants and Restrictions Affecting Land dated as of and recorded in Liber 1447, Page 988.



EXHIBIT "B"

PF/19/95

13:02

BEG-BATH-SALES++

NO. 582 001

**SHOPPING  
CENTER "****DESCRIPTION OF REAL/EST PROPERTY**

ALL THAT PART OF PRIVATE CLAIM 317, FRENCHTOWN TOWNSHIP, MONROE COUNTY, MICHIGAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE FOUND AT THE INTERSECTION OF THE WESTERLY LINE OF PRIVATE CLAIM 317 AND THE CENTERLINE OF STEWART ROAD; THENCE NORTH 20°08'32" EAST ALONG THE WESTERLY LINE OF PRIVATE CLAIM 317 4113.11 FEET TO A BUREAU OF LAND MANAGEMENT BRASS PLAT SET IN A 2 1/2" IRON PIPE; THENCE NORTH 19°03'06" EAST 736.50 FEET TO THE CENTERLINE OF LITTLE SANDY CREEK; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF LITTLE SANDY CREEK THE FOLLOWING COURSES AND DISTANCES; SOUTH 37°18'08" EAST 23.36 FEET; SOUTH 36°36'19" EAST 107.70 FEET; SOUTH 51°33'19" EAST 100.72 FEET; SOUTH 53°49'59" EAST 100.32 FEET; SOUTH 63°32'59" EAST 100.40 FEET; SOUTH 65°48'49" EAST 100.79 FEET; SOUTH 62°04'27" EAST 97.13 FEET; THENCE DEPARTING FROM LITTLE SANDY CREEK SOUTH 20°00'47" WEST 119.55 FEET; THENCE SOUTH 19°59'05" WEST 1803.76 FEET; THENCE NORTH 68°23'00" WEST 201.86 FEET; THENCE SOUTH 21°37'00" WEST 230.00 FEET; THENCE ON A CURVE TO THE LEFT WHOSE RADIUS IS 470.00 FEET, WITH A CENTRAL ANGLE OF 57°49'42" FOR AN ARC DISTANCE OF 474.37 FEET AND THE CHORD OF WHICH BEARS SOUTH 07°17'51" EAST FOR A DISTANCE OF 454.49 FEET; THENCE SOUTH 19°59'05" WEST 1752.09 FEET; THENCE NORTH 69°51'28" WEST 396.11 FEET; THENCE SOUTH 20°08'32" WEST 504.92 FEET TO THE CENTERLINE OF STEWART ROAD; THENCE NORTH 38°39'10" WEST 233.84 FEET ALONG THE CENTERLINE OF STEWART ROAD TO THE POINT OF BEGINNING; CONTAINING 58.663 ACRES OF LAND, MORE OR LESS, BUT SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

06/19/95

13:03

BAG-BATH-FILES\*\*

NO. 502

P02

DESCRIPTION OF CHARLES P. QUISENBERRY TRUST AND NANCY J. QUISENBERRY TRUST LANDS SOUTH OF WAL-MART PROPERTY

ALL THAT PART OF PRIVATE CLAIMS 76 AND 79 AND PART OF FRACTIONAL SECTIONS 19 AND 30, TOWN 6 SOUTH, RANGE 9 EAST, FRENCHTOWN TOWNSHIP, MONROE COUNTY, MICHIGAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STEWART ROAD WITH THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD; THENCE NORTH  $21^{\circ}37'00''$  EAST 2507.32 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD TO THE POINT OF BEGINNING; THENCE NORTH  $68^{\circ}23'00''$  WEST 362.50 FEET; THENCE SOUTH  $21^{\circ}37'00''$  WEST 1608.57 FEET; THENCE SOUTH  $20^{\circ}38'38''$  WEST 395.69 FEET; THENCE NORTH  $69^{\circ}23'49''$  WEST 226.79 FEET; THENCE SOUTH  $20^{\circ}38'38''$  WEST 200.00 FEET TO THE CENTERLINE OF STEWART ROAD; THENCE NORTH  $47^{\circ}22'49''$  WEST 64.72 FEET ALONG THE CENTERLINE OF STEWART ROAD; THENCE NORTH  $20^{\circ}38'38''$  EAST 291.68 FEET; THENCE NORTH  $69^{\circ}35'08''$  WEST 226.44 FEET; THENCE NORTH  $20^{\circ}12'52''$  EAST 529.57 FEET; THENCE NORTH  $19^{\circ}59'05''$  EAST 1752.09 FEET; THENCE ON A CURVE EASTERLY WHOSE RADIUS IS 470.00 FEET WITH A CENTRAL ANGLE OF  $32^{\circ}10'18''$ , FOR AN ARC DISTANCE OF 263.91 FEET, AND THE CHORD OF WHICH BEARS SOUTH  $52^{\circ}17'51''$  EAST FOR A DISTANCE OF 260.45 FEET; THENCE SOUTH  $68^{\circ}23'00''$  EAST 883.50 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD; THENCE SOUTH  $21^{\circ}37'00''$  WEST 310.52 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD TO THE POINT OF BEGINNING; CONTAINING 32.398 ACRES OF LAND, MORE OR LESS AND BEING SUBJECT TO ALL RESTRICTIONS AND EASEMENTS OF RECORD.



06/12/95

13:04

BAG-BATH-SALES

NO. 502

003

**DESCRIPTION OF CHARLES P. QUISENBERRY TRUST AND NANCY J. QUISENBERRY TRUST LANDS NORTH OF WAL MART PROPERTY.**

**ALL THAT PART OF PRIVATE CLAIM 76 AND 79, AND FRACTIONAL SECTION 19 TOWN 6 SOUTH, RANGE 9 EAST, FRENCHTOWN TOWNSHIP, MONROE COUNTY, MICHIGAN, BOUNDED AND DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF STEWART ROAD WITH THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD; THENCE NORTH 21° 37' 00" EAST 3317.84 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD TO THE POINT OF BEGINNING; THENCE NORTH 68° 23' 00" WEST 1151.64 FEET TO THE WESTERLY LINE OF PRIVATE CLAIM 76 THENCE NORTH 19° 59' 05" EAST 1803.76 FEET; THENCE SOUTH 68° 33' 57" EAST 474.05 FEET TO THE CENTERLINE OF LITTLE SANDY CREEK; THENCE ALONG THE CENTERLINE OF LITTLE SANDY CREEK THE FOLLOWING COURSES AND DISTANCES TO THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD; SOUTH 24° 33' 35" EAST 924.74 FEET, SOUTH 32° 53' 00" EAST 75.89 FEET TO THE WEST RIGHT-OF-WAY LINE OF TELEGRAPH ROAD; THENCE ALONG THE SAID LINE SOUTH 21° 37' 00" WEST 1120.14 FEET TO THE POINT OF BEGINNING; CONTAINING 42.922 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.**



RECEIVED FOR RECORD

98 MAY -7 AM 8:38

*Keri Allen*  
 REGISTER OF DEEDS  
 MONROE COUNTY, MICH

AFFIDAVIT ACKNOWLEDGING EASEMENT RIGHTS

This Affidavit Acknowledging Easement Rights is made by WAL-MART STORES, INC., a Delaware corporation, the address of which is 702 S.W. Eighth Street, Bentonville, Arkansas 72716 ("Wal-Mart"), and Steven J. Quisenberry, Successor Trustee of the Charles P. Quisenberry Trust under Agreement dated June 14, 1990 and Nancy J. Quisenberry, Trustee of the Nancy J. Quisenberry Trust under Agreement dated June 14, 1990 whose address is 3450 Albain Rd., Monroe, Michigan 48161 and Kenneth A. Jursinski, Managing Tenant in Partnership for the Real Vest Group, a Michigan co-partnership in Dissolution, the address of which is 5018 Barranca Lora, Pensacola, Florida 32514, (collectively "Developer").

REAL ESTATE BUSINESS TRUST

with mailing address of  
 2001 SE 10th St,  
 Bentonville, AR  
 72712-6489  
 business trust,

RECITALS

WHEREAS, Wal-Mart and Developer entered into an agreement known as the Easement with Covenants and Restrictions Affecting Land ("ECR") on August 27, 1991 and recorded on August 28, 1991 at the Monroe County Register of Deeds in Liber 1179, Pages 336 to 372, and

WHEREAS, The Real Vest Group, in consideration of One (\$1.00) Dollar and other good and valuable consideration, including the easement rights set forth in the ECR, conveyed to Wal-Mart approximately 2.43 acres of land for the installation of Wal-Mart's truck dock area, a detention facility and the continuing portion of Mall Drive in Frenchtown Charter Township, Michigan, all required of Wal-Mart to construct their store upon the Quisenberry Trust land, and

WHEREAS, pursuant to clauses 5 (a) and 16 of the ECR, Developer and Wal-Mart granted to each other a non-exclusive easement over the Common Area (which includes Mall Drive by definition therein) for vehicular ingress and egress, and

WHEREAS, because a portion of Developer's land (Real Vest contiguous to and westerly of Wal-Mart's land) affected by the ECR was inadvertently and unintentionally not referenced in the ECR, a violation notice has been issued by Frenchtown Charter Township pending correction of this matter.

NOW, THEREFORE, affiants, in an effort to clarify and confirm the grants afforded each other in the ECR and to remove the Notice of Violation as a result of not specifying all of Developer's land, do hereby acknowledge that:

1. The mutual, reciprocal grant of a non-exclusive easement for the purpose of ingress and egress on Mall Drive between Developer and Wal-Mart, as set forth in the ECR, was and continues to be for the benefit of contiguous lands owned by Wal-Mart and Developer notwithstanding the fact that a portion of Developer's land (Real Vest's only parcel at the time of the ECR execution, more specifically set forth on Exhibits "A-1" and "A-2" attached hereto) was not specifically described in the ECR, and

2. all other terms, covenants and conditions of the ECR remain in full force and effect as originally written.

RUT

17

Page 2

Affidavit Acknowledging Easement Rights

IN WITNESS WHEREOF, the parties have executed this Affidavit as set forth hereinbelow.

In the Presence of:

Meredith Taylor  
MEREDITH TAYLOR  
Laurie Miller  
LAURIE MILLER

<sup>Real Estate Business Trust</sup>  
Wal-Mart Stores, Inc., a Delaware corporation  
By: Anthony L. Fuller <sup>business trust</sup>  
Its: Vice President  
Dated: 4-30-98

Hazel H. McArthur  
HAZEL H. McARTHUR  
Marilyn Clifton  
MARILYN CLIFTON

Real Vest Group, a Michigan co-partnership in  
Dissolution

By: Kenneth A. Jursinski  
Its: Managing Tenant in Partnership  
Dated: 3-2-98

mc  
Nancy Quisenberry  
NANCY QUISENBERY

Steven J. Quisenberry <sup>successor trustee</sup>  
Steven J. Quisenberry, Successor Trustee to the  
Charles P. Quisenberry Trust U/A dated June 14,  
1990

Dated: 4-9-98

Kimberly A. Morrison  
KIMBERLY A. MORRISON

Steven Quisenberry  
STEVEN QUISENBERY

Nancy J. Quisenberry  
Nancy J. Quisenberry, Trustee of the Nancy J.  
Quisenberry Trust U/A dated June 14, 1990

Dated: 4-9-98

Kimberly A. Morrison  
KIMBERLY A. MORRISON

STATE OF Arkansas )  
COUNTY OF Benton ) ss.

The foregoing document was acknowledged before me this 30th day of April, 1998  
by Anthony L. Fuller, a Vice President of Wal-Mart Stores, Inc., a  
Delaware corporation, on behalf of the corporation:  
<sup>business trust,</sup> <sup>trust.</sup>

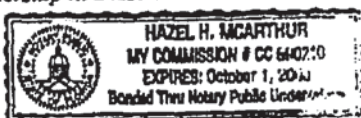
Charles E. Lyon  
Notary Public  
Benton County, Arkansas

My Commission Expires: March 1 2004

Page 3  
Affidavit Acknowledging Easement Rights

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF ESCAMBIA )

The foregoing document was acknowledged before me this 2nd day of March, 1998  
by Kenneth A. Jursinski, Managing Tenant in Partnership for the Real / Vest Group., a Michigan co-  
partnership in Dissolution.



Hazel H. McArthur  
Notary Public  
Escambia County, Florida  
My Commission Expires: Oct 1, 2000

STATE OF Michigan )  
 ) ss.  
COUNTY OF Monroe )

The foregoing document was acknowledged before me this 9 day of APRIL, 1998  
by Steven J. Quisenberry, Successor Trustee to the Charles P. Quisenberry Trust U/A dated

Mary E. Boden  
Notary Public  
MARY E. BODEN  
NOTARY PUBLIC - MONROE COUNTY, MI  
MY COMMISSION EXP. 05/10/2001  
My Commission Expires: \_\_\_\_\_

STATE OF Michigan )  
 ) ss.  
COUNTY OF Monroe )

The foregoing document was acknowledged before me this 9 day of APRIL, 1998  
by Nancy J. Quisenberry, Trustee of the Nancy J. Quisenberry Trust U/A dated June 14, 1990.

Mary E. Boden  
Notary Public  
County, MONROE MARY E. BODEN  
NOTARY PUBLIC - MONROE COUNTY, MI  
MY COMMISSION EXP. 05/10/2001  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded  
return to:  
Kenneth A. Jursinski  
5018 Barranca Lora  
Pensacola, FL. 32514





EXHIBIT "A" - 2

## DESCRIPTION OF REAL/VEST PROPERTY

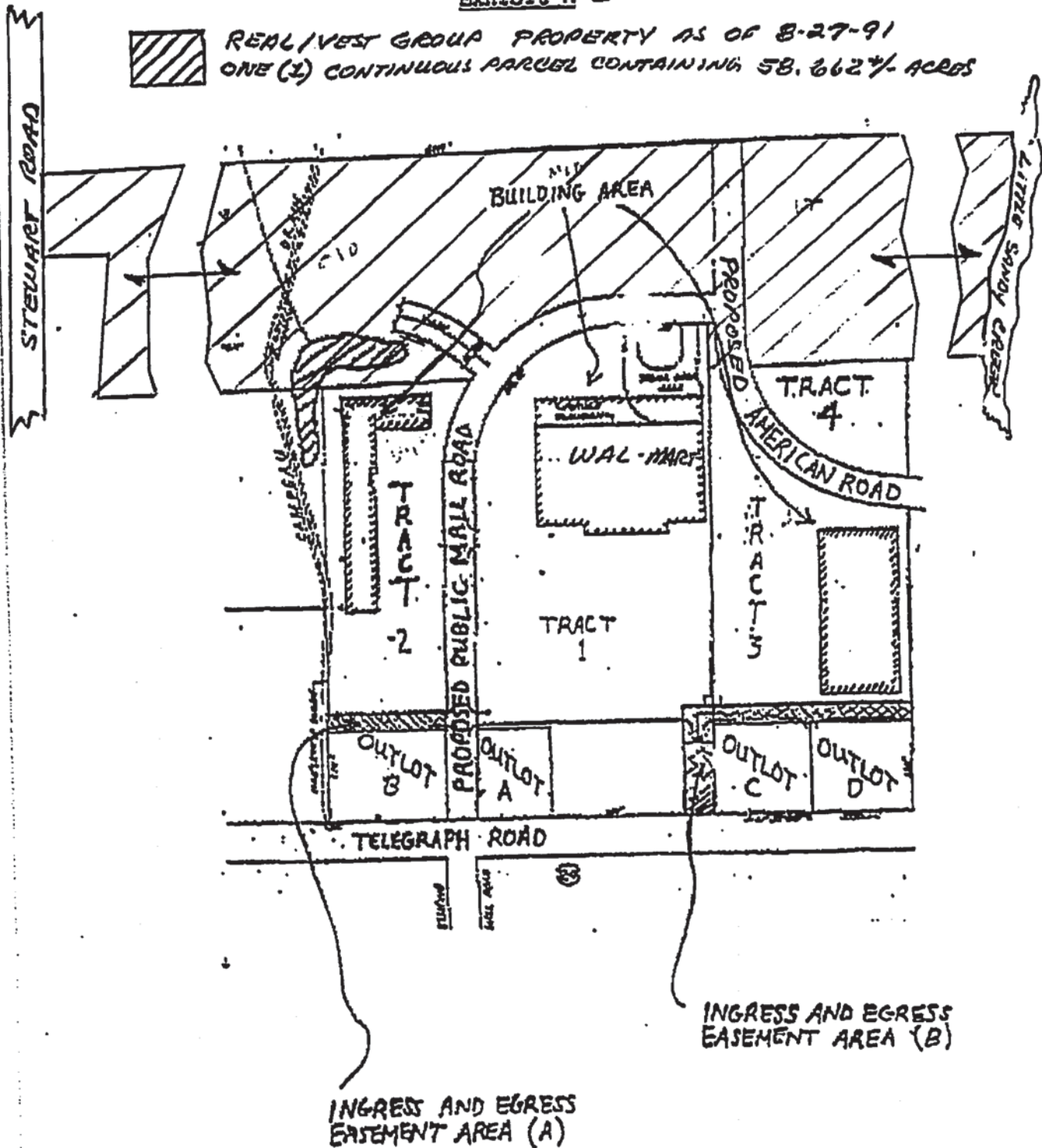
ALL THAT PART OF PRIVATE CLAIM 317, FRENCHTOWN TOWNSHIP, MONROE COUNTY, MICHIGAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE FOUND AT THE INTERSECTION OF THE WESTERLY LINE OF PRIVATE CLAIM 317 AND THE CENTERLINE OF STEWART ROAD; THENCE NORTH 20°08'32" EAST ALONG THE WESTERLY LINE OF PRIVATE CLAIM 317 4113.11 FEET TO A BUREAU OF LAND MANAGEMENT BRASS PLAT SET IN A 2 1/2" IRON PIPE; THENCE NORTH 19°03'06" EAST 736.50 FEET TO THE CENTERLINE OF LITTLE SANDY CREEK; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF LITTLE SANDY CREEK THE FOLLOWING COURSES AND DISTANCES; SOUTH 37°18'08" EAST 23.36 FEET; SOUTH 36°36'19" EAST 107.70 FEET SOUTH 51°33'19" EAST 100.72 FEET; SOUTH 53°49'59" EAST 100.32 FEET; SOUTH 63°32'59" EAST 100.40 FEET; SOUTH 65°48'49" EAST 100.79 FEET; SOUTH 62°04'27" EAST 97.13 FEET; THENCE DEPARTING FROM LITTLE SANDY CREEK SOUTH 20°00'47" WEST 119.55 FEET; THENCE SOUTH 19°59'05" WEST 1805.66 FEET; THENCE NORTH 68°23'00" WEST 201.92 FEET; THENCE SOUTH 21°37'00" WEST 230.00 FEET; THENCE ON A CURVE TO THE LEFT WHOSE RADIUS IS 470.00 FEET, WITH A CENTRAL ANGLE OF 57°50'12" FOR AN ARC DISTANCE OF 474.44 FEET AND THE CHORD OF WHICH BEARS SOUTH 07°18'06" EAST FOR A DISTANCE OF 454.55 FEET; THENCE SOUTH 19°59'05" WEST 1750.15 FEET; THENCE NORTH 69°51'28" WEST 396.11 FEET; THENCE SOUTH 20°08'32" WEST 504.92 FEET TO THE CENTERLINE OF STEWART ROAD; THENCE NORTH 38°19'10" WEST 233.84 FEET ALONG THE CENTERLINE OF STEWART ROAD TO THE POINT OF BEGINNING; CONTAINING 58.662 ACRES OF LAND, MORE OR LESS, BUT SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

LIBER 1682 PAGE 0374

Exhibit A-1

 REAL/VEST GROUP PROPERTY AS OF 8-27-91  
ONE (1) CONTINUOUS PARCEL CONTAINING 58.662 +/- ACRES



01 DEC 12 PM 2: 03

## GRANT OF EASEMENT

*Keri Allen*  
REGISTER OF DEEDS  
CLATSOP COUNTY, OREGON

THIS GRANT OF EASEMENT, made and entered into this 14th day of August, 1996, by RUBY TUESDAY, INC., a Georgia corporation, with its address at 4721 Morrison Drive, Mobile, Alabama 36609-3350, hereinafter referred to as "Grantor", to MALL ROAD MANAGEMENT COMPANY, L.L.C., A Michigan Limited Liability Company, with its address at 22725 Greater Mack, Suite 206A, St. Clair Shores, Michigan 48080, hereinafter referred to as "Grantee".

## WITNESSETH:

That for Ten (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby give and grant in perpetuity to the Grantee an easement, right, privilege and authority over such easements as hereinafter described in, on, under, over and upon the certain real property described herein.

This grant of easement is made upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of said easement, accepts such conditions and limitations and agrees to the full and prompt observance and performance thereof.

1. The easement granted herein is limited to the uses and purposes expressed herein and for no other purposes whatsoever.
2. Said easement shall be exclusive and is hereby given and granted in perpetuity to Grantee for the benefit of the Grantee, its successors and assigns, and its respective tenants.
3. Grantor hereby grants to Grantee an easement with full rights of ingress and egress to carry on any and all work in connection with the activities described in Paragraph 4 below, in, over, under and across land of Grantor described in Exhibit "A".
4. Said easement shall be limited to the sole purposes of ingress, egress and for construction, reconstruction, replacement, operation and maintenance of a sign, operated for the benefit of the adjacent property belonging to Grantee, as described in Exhibit "B", including the installation of such electrical lines and conduit as may be required to bring electricity to the sign.



5. By acceptance of this Grant of Easement, Grantee agrees to place the sign in accordance with the approval letter dated May 21, 1996, authored by Douglas J. Thompson, P.E., Chief Engineer for the Monroe County Drain Commission, a copy of which is attached hereto as Exhibit "C".
6. The sign to be erected shall be substantially the same as that depicted as the proto-typical Staples sign set forth on Exhibit "D", attached hereto. Said sign may be replaced from time to time by Staples, provided that the sign is no greater in size and is similar in design as those being used by Staples. Any other changes in design shall not be permitted without the Grantor's consent, which consent shall not unreasonably be withheld.
7. By acceptance of this Grant of Easement, Grantee hereby covenants and agrees to and shall at all times indemnify, protect and save harmless Grantor from and against all costs or expenses resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the Grantor may directly or indirectly suffer, sustain or be subjected to, by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of the sign; EXCEPT when any such costs or expenses are due to the acts or omissions of the Grantor, its successors or assigns.
8. Grantor agrees that the property covered by said easement shall not be used in any way that will impair the rights of Grantee hereunder. Grantor agrees not to construct or erect any building or improvements other than paving, curbing and/or landscaping on or over the property described in Exhibit "A". Further provided, that any improvements or landscaping permitted herein shall not affect the visibility of the sign.
9. The Grantor warrants title to the real estate described in which the foregoing easement is granted (Exhibit "A") and agrees to undertake to defend the Grantee in the peaceable enjoyment thereof.
10. This easement shall run with the land, constitutes the entire agreement between the parties, and shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

IN WITNESS WHEREOF, this Easement was executed the day and year first above written.

WITNESSES:

"GRANTOR"

RUBY TUESDAY, INC.,  
A Georgia corporation

By: Walter G. Cole

Its: Vice-President

Angela J. May  
Eric B. Cole

STATE OF ALABAMA )  
COUNTY OF MOBILE ) SS

On this 14th day of August, 1996, before me personally appeared Walter G. Cole, Sr., the Vice-President of RUBY TUESDAY, INC., a Georgia corporation, who acknowledged that he/she has executed the within Easement as his/her free act and deed and as the free act and deed of said Corporation.

Patricia J. Kaitowaki  
Notary Public Mobile County  
State of Alabama  
My Comm. Expires: 1-10-98

Drafted by and when recorded  
return to:

Leon M. Schurgin, Esq.  
2000 Town Center, Suite 900  
Southfield, Michigan 48075

WGC





**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

Premises situated in the Township of Frenchtown, County of Monroe, State of Michigan, described as follows:

Part of Private Claim 76 and part of Fractional Section 19, Town 6 South, Range 9 East, Frenchtown Township, Monroe County, Michigan, described as: Commencing at the intersection of the West right of way line of Telegraph Road (100 feet wide) with the centerline of Stewart Road (66 feet wide); thence North  $21^{\circ} 37' 00''$  East 2507.32 feet along said West right of way line; thence North  $68^{\circ} 23' 00''$  West 305.00 feet to the point of beginning; thence continuing North  $68^{\circ} 23' 00''$  West 817.86 feet; thence North  $19^{\circ} 59' 05''$  East 382.84 feet; thence 263.91 feet along the arc of a curve to the left having a radius of 470.00 feet a central angle of  $32^{\circ} 10' 21''$  and a long chord bearing South  $52^{\circ} 17' 49''$  East 260.46 feet; thence South  $68^{\circ} 23' 00''$  East 578.50 feet; thence South  $21^{\circ} 37' 00''$  West 310.52 feet to the point of beginning.

*WJC*

*Ralph L. Webb* LIBER 2137-0832  
**MONROE COUNTY DRAIN COMMISSIONER  
COUNTY AGENCY**

51 South Macomb Street, Monroe, Michigan 48161  
Phone (313) 243-7118 Fax (313) 243-6630

EXHIBIT "C"

May 21, 1996

MAY 28 1996

Mr. Ramsay P. Sadok  
Design Engineering Group  
121 E. Main St., Suite 200  
Midland, MI 48640

Re: Variance of Easement  
Campeau Drain  
Frenchtown Charter Township

Dear Mr. Sadok,

We have finished our review of your request to locate a monument style sign within the above referenced drain right-of-way, and hereby grant approval to locate said sign at a distance of 45-feet from the Campeau Drain centerline. This approval is not to be construed as anything more than a variance to the drain easement and does not waive the Monroe County Drain Commissioner approval process for the site development plan.

Sincerely,

  
Douglas J. Thompson, P.E.  
Chief Engineer

DJT/mas

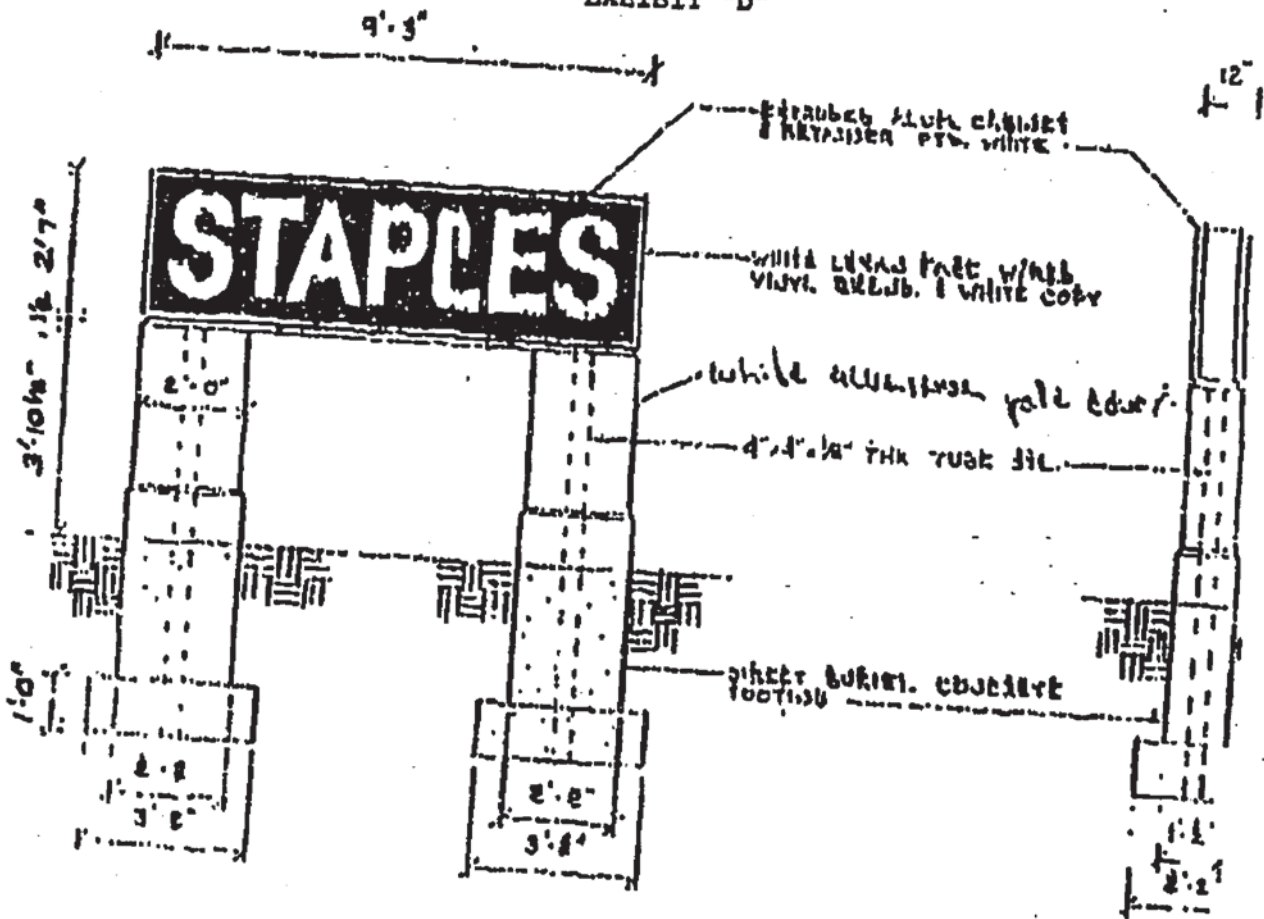
cc: William Taylor, Frenchtown Charter Township Bldg. Official  
Barry Buschmann, Hannik & Smith of Michigan

*WJC*

RECEIVED MAR 27 1996

LIBER 2137-M 0833

EXHIBIT "D"



PL. 11111. 110. 11111. 11111  
SCALE 1/4" = 1'

FILE Y.  
SCALE

uzc

TOTAL P.007