

### AMENDMENT TO EASEMENT

THIS AMENDMENT TO EASEMENT is made this 2<sup>nd</sup> day of July, 2004 by 1185 RIVER OAKS L.L.C., a Michigan limited liability company, and FOXFIRE RIVER OAKS L.L.C., a Michigan limited liability company, as tenants in common (collectively the "Grantor"), whose address is c/o W&M Properties, L.L.C., 60 E. 42<sup>nd</sup> Street, 26<sup>th</sup> Floor, New York, New York 10165, (the Grantor being a successor in interest to River Oaks Limited Partnership, a Michigan limited partnership), and THE CITY OF ROCHESTER HILLS, a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 ("Grantee").

### WITNESSETH

WHEREAS, On or about June 16, 1987, Grantor's predecessor in interest gave and granted to Grantee an easement for roadway purposes for the construction of Butler Road in the City of Rochester Hills, Michigan, pursuant to a certain Roadway Easement and Conveyance recorded in Liber 13944, page 198, Oakland County Records ("Original Easement"). Grantor has agreed to amend the easement to expand the property, which is subject to easement and to acknowledge the use of a portion of the easement for pedestrian pathway purposes.

NOW, THEREFORE, in consideration of the benefits to be derived herefrom, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto,

### IT IS HEREBY AGREED AS FOLLOWS:

1. The Original Easement is hereby amended by adding to the easement area that portion of land described on Exhibit "A" ("Additional Easement Area"), which is adjacent to the Original Easement.
2. The Additional Easement Area and all improvements constructed or installed thereon are subject to and shall comply with all restrictions and agreements of record, and all zoning and other land use statutes and regulations (together, "Restrictions") applicable to the Additional Easement Area and to the remainder of Grantor's property. Any violation of any Restriction that results from Grantee's act shall be cured by Grantee. The Additional Easement Area may be used only for pedestrian pathway purposes.
3. Except as set forth herein, all of the terms of the Original Easement remain in effect.
4. Acceptance of this Amendment to Easement by the Grantee shall be evidence of its agreement to the terms hereof.

APPROVED AS TO FORM


*J. Staran* 8/15/2004


ROCHESTER HILLS COUNSEL

IN WITNESS WHEREOF, this Amendment to Easement has been executed as of the day and year first above written.

1185 RIVER OAKS L.L.C., a Michigan limited liability company

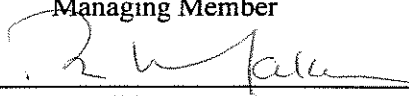
By: 1185 Swap Portfolio L.P., Sole Member  
By: Malkin 1185 Swap L.L.C., General Partner  
By: Peter L. Malkin Family 9 L.L.C.


Managing Member  
By:   
Peter L. Malkin, Managing Member

By:   
Anthony E. Malkin, Managing Member

FOXFIRE RIVER OAKS, L.L.C., a Michigan limited liability company

By: Rochester River Oaks Apartments (Chicago  
Foxfire) L.P.  
By: Malkin Foxfire L.L.C  
By: Peter L. Malkin Family 9 L.L.C.

Managing Member  
By:   
Peter L. Malkin, Managing Member

By:   
Anthony E. Malkin, Managing Member

STATE OF NEW YORK )  
 ):ss  
COUNTY OF NEW YORK )

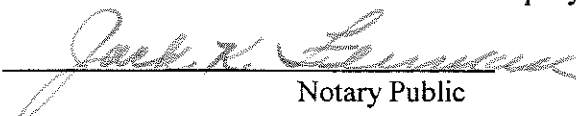
The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 2004 by Peter L. Malkin and Anthony E. Malkin, the authorized signators of 1185 River Oaks L.L.C. on behalf of said company.



STATE OF NEW YORK )  
 ):ss  
COUNTY OF NEW YORK )

JACK K. FEIRMAN  
Notary Public, State of New York  
No. 30-6257560  
Qualified in Nassau County  
Commission Expires June 30, 2006

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 2004 by Peter L. Malkin and Anthony E. Malkin, the authorized signators of Foxfire River Oaks L.L.C. on behalf of said company.

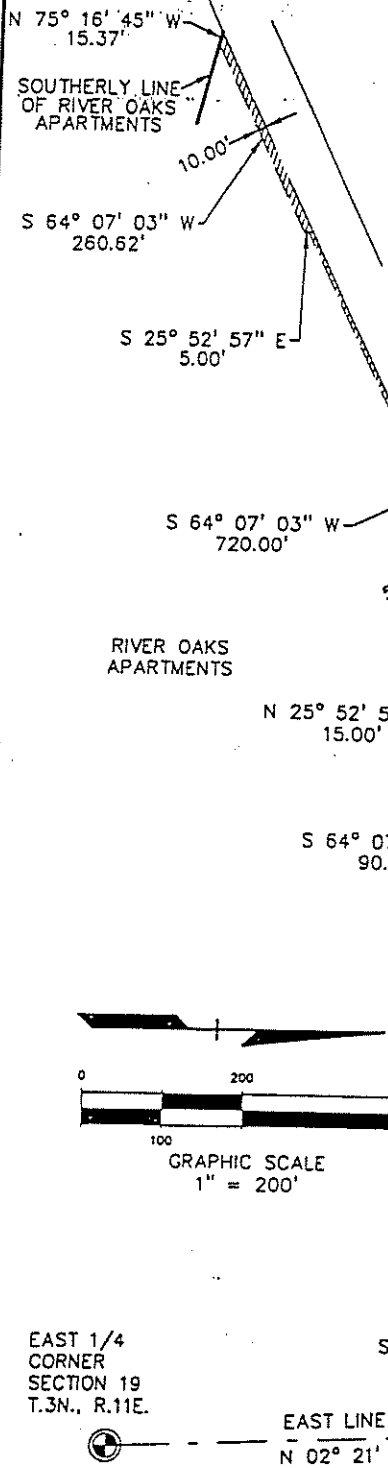
  
Notary Public

Drafted By:  
Jack K. Feirman  
Wien & Malkin, LLP  
60 E. 42<sup>nd</sup> St.  
New York, NY 10165-0015

JACK K. FEIRMAN  
Notary Public, State of New York  
No. 30-6257560  
Qualified in Nassau County  
Commission Expires June 30, 2006

Exhibit "A"

SKETCH OF PEDESTRIAN PATHWAY EASEMENT



LEGAL DESCRIPTION:  
Pedestrian Pathway Easement

Part of Section 19, T. 3N., R. 11E., City of Rochester Hills, Oakland County, Michigan described as: Commencing at the East 1/4 corner of said Section 19; thence N. 02° 21' 47" W., 819.21 feet along the East line of said Section 19 to the South line of Butler Road (60' half right-of-way); thence along said South line S. 87° 38' 13" W., 1545.47 feet; thence S. 77° 53' 03" W., 145.53 feet; thence S. 63° 27' 03" W., 450.00 feet to the Point of Beginning; Thence S. 26° 32' 57" E., 20.00 feet; thence S. 63° 27' 03" W., 269.31 feet; thence S. 64° 07' 03" W., 90.00 feet; thence N. 25° 52' 57" W., 15.00 feet; thence S. 64° 07' 03" W., 720.00 feet; thence S. 25° 52' 57" E., 5.00 feet; thence S. 64° 07' 03" W., 260.62 feet to the Southerly line of River Oaks Apartments; thence N. 75° 16' 45" W., 15.37 feet along said Southerly line to the South line of Butler Road (60' half right-of-way); thence along said South line N. 64° 07' 03" E., 1082.17 feet (1082.12 feet as recorded in Liber 13944, Page 200, Oakland County Records); thence N. 63° 27' 03" E., 269.20 feet to the Point of Beginning.

N 64° 07' 03" E 1082.17' *15-19-200-005*  
*15-19-200-004*

APPROVED *7-20-04*  
*Mike Tavor*  
ROCHESTER HILLS  
ENGINEERING DEPT.

PROFESSIONAL  
ENGINEERING  
ASSOCIATES  
2430 Rochester CL Suite 100  
Troy, MI 48063-1872  
(248) 689-9090

BUTLER ROAD PATHWAY EASEMENT	SCALE: 1" = 200'	JOB No: 88132
	DATE: 01-31-03	DWG. No: 1 of 1