STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

MWS OTTAWA LLC,

Plaintiff,

v.

PROTO-CAM, INC. and TENNINE CORP.,

Defendants.
_____/

Case No. 23-08223-CBB

Hon. Curt A. Benson

OPINION AND ORDER

Introduction

The immediate issue before the court concerns a 1995 easement the Charlevoix Club granted the defendant Proto-Cam. Where are the boundaries of this easement today?

More specifically, the question presented is whether the Honorable H. David Soet, judge of the Kent County Circuit Court, in a July 17, 2003, opinion and order in an unrelated case, redrew the boundary lines of the 1995 easement well beyond what was originally granted.

Statement of Facts

MWS Ottawa owns real property located at 975 Ottawa Ave NW, upon which is situated a 64,000 square foot building, parking lot, and landscaping. This massive building was once the main factory of the prominent Grand Rapids furniture company Berkey & Gay. Today, MWS Ottawa, LLC. is developing the property into a mixed-use entertainment venue, including a restaurant, event center, and other attractions.

Tennine Corp. owns real property at 987 and 1009 Ottawa Ave NW that it leases to Proto-Cam, Inc. Proto-Cam manufactures tools used primarily in the automobile and RV industries that bend metal tubing used to manufacture component parts.

The two tracts are separated by Walbridge Street, vacated by an October 5, 1990, Circuit Court order.[1] The two property lines extend to the middle of the street, with MWS Ottawa owning the southern half and Tennine the northern. In 1993 and 1995, respectively, Proto-Cam obtained a nonexclusive truck turnaround easement and an exclusive easement for the benefit of

[1] According to the parties' briefing, the order was conditional. Though the conditions were never met, the City waived the conditions and the order went into effect in 1998.

Proto-Cam granting Proto-Cam the exclusive right over the southern half of vacated Walbridge from the west line of Ottawa Ave NW to the east line of the railroad right-of-way, and for 32 feet beyond the railroad right-of-way on both sides of vacated Walbridge Street.

The year 2000 lawsuit

In the late 1990's and early 2000's, a company called 940 Monroe, LLC. had purchased the old Berkey & Gay factory. 940 Monroe, LLC. was renovating the building at a cost of approximately $35,000,000. A local contractor, Pioneer Incorporated, was handling the construction. In so doing, Pioneer was using vacated Walbridge for ingress and egress, parking, and generally using Walbridge as a staging ground for its construction project. This led to several near violent confrontations between Pioneer employees and Proto-Cam representatives who insisted that the easement covering the area south of the centerline was "exclusive," meaning Pioneer could not use it. Proto-Cam insisted that because the easement was designated "exclusive," Proto-cam, and Proto-Cam alone, could use the south half of Walbridge Street. It had the right to exclude the world from its easement, including the Charlevoix Club as the grantor of the easement, or its successor and assigns, including 940 Monroe, LLC.

On October 19, 2000, Proto-Cam filed a First Amended Complaint against 940 Monroe, LLC and Pioneer Incorporated. That case was styled *Proto-Cam Incorporated v. 940 Monroe, LLC and Pioneer Incorporated*, Kent County Circuit Court #00-08231-CZ. (hereafter, the "*940 Monroe litigation.*") The case was assigned to the Honorable H. David Soet.

The complaint advanced three counts: in Count I, Proto-Cam sought a preliminary injunction; In Count II, it asked for a permanent injunction; in Count III, Proto-Cam sought damages for trespass. Proto-Cam, of course, attached to the complaint the relevant documents of conveyance. The complaint did not seek any ruling establishing the boundaries of either of the conveyances. Rather, the complaint asked the judge to issue an injunction to prevent the defendants from interfering with its easement, and to award damages for trespassing.

Over the course of the litigation there were numerous hearings, including a preliminary injunction hearing, a contempt hearing, a summary disposition hearing, and a bench trial.

On July 17, 2003, Judge Soet issued an opinion and order granting a permanent injunction and modest damages in favor of Proto-Cam and Tennine.

The Michigan Court of Appeals affirmed the judgment. *Proto Cam Inc. v 940 Monroe LLC*, 2004 WL 2913616, Case No. 251387.

A "Visual" Tour of The Property

In its June 5, 2024, motion for partial summary disposition, MWS Ottawa incorporated two colored photographs of the disputed property, one on page 2, the other on page 6. The photographer taking both pictures stood on Ottawa Avenue, facing west.

If a pedestrian were to walk up Ottawa Avenue from the south to the north while looking at the disputed property, here is what she would see: First, she would walk past the 64,000 square

foot MWS building on the south side of Walbridge Street, east of Monroe Avenue. As she continued north, she would see a sidewalk abutting the building, then a strip of grass containing a line of about five mature trees. Then she would see the south curb of Walbridge Street. She might notice that the width of Walbridge Street looks about the same width of your average Grand Rapids City street, probably about 32 feet or so. She would then see the north curb of Walbridge Street. She would notice a sidewalk lays between the north curb and Proto-Cam's building.

If, when she passed the centerline[2] of Walbridge Street, she looked down the street to the west, she would see some sort of barricade, as Walbridge Street no longer goes through to Monroe Avenue, as it once did. She would have no way of knowing that there was a Grand Rapids Terminal Railroad (referenced in the deed as the "Grand Trunk Western Railroad") right-of-way that cuts across the street somewhere near that barricade.

The parties stake out their positions in this case

Though the scope[3] of the easement will be discussed in greater detail below, MWS Ottawa generally states that the north/south portion of the easement lies between the centerline of Walbridge and the southern curb. If this is so, this leaves the sidewalk and strip of lawn between the north side of the building and the southern curb of Walbridge Street available for MWS Ottawa's use.

Proto-Cam vehemently disagrees. It claims that the relevant part of the easement extends southward from the centerline for 33 feet. If true, the easement extends well south of the travelled portion of Walbridge Street, past the south curb, past the strip of lawn, to the sidewalk, and ending just short of the building.

In support of its position, Proto-Cam points to two Kent County Circuit Court orders. The first order, dated October 5, 1990, vacated Walbridge Street. That order reads in relevant part as follows:

> That portion of Walbridge Street (66 feet wide) from the east line of Monroe Avenue, formerly canal street (92 feet wide), to the west line of Ottawa Avenue (66 feet wide), all within the Plat of the Village of Kent, City of Grand Rapids, Kent County, State of Michigan.

The order describes Walbridge street as 66 feet wide, which means "vacated Walbridge Street" is wider than the just travelled portion of the street (which is evidently about 40' wide), and therefore extends past both the north and south curbs in both directions.

The second order Proto-Cam relies upon is Judge Soet's July 17, 2003, opinion and order which concludes with these words:

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[2] The reference to a "centerline" is a reference to the unmarked center of the roadway. There is no painted line.

[3] In this opinion, the word "scope" refers to the boundary lines of the easement.

For the reasons above stated the Court the reaches following conclusions:

A. That plaintiff has an exclusive easement over the southern half of vacated Walbridge between the west line of Ottawa Avenue NE west to the east line of the railroad right-of-way and for 32 feet beyond said right-of-way on both sides of vacated Walbridge.

Proto-Cam reasons that, if "vacated Walbridge" is 66' wide, and Judge Soet determined that Proto-Cam had an exclusive easement over the "southern half" of vacated Walbridge, then Judge Soet must have determined that the easement is 33' south from the centerline, well beyond the southern curb. Proto-Cam puts the argument like this:

> Judge Soet rendered the court's Judgment knowing full well that vacated Walbridge was 66' wide. Judge Soet's opinion and order was clear in that he ordered Proto-Cam had an exclusive easement was over the entire "southern half of vacated Walbridge". Vacated Walbridge expressly includes all of the area south of the "Southerly curb" of Walbridge .... Walbridge was a 66' wide platted road and the Honorable Robert A. Benson, ordered that the 66' wide Walbridge Street was vacated pursuant to his Order to Vacate Walbridge..... Judge Soet's opinion did not say over 17' feet of the south half of vacated Walbridge Street. Judge Soet's opinion did not say to the "Southerly curb" of vacated Walbridge Street.

See defendants/counter-plaintiff's January 25, 2024, brief opposing MWS Ottawa's motion for summary disposition, pgs. 27-28.

Proto-Cam's interpretation of Judge Soet's order is problematic for many reasons. Those reasons will be explained below.

The scope of the 1995 easement is not seriously disputed

In his July 17, 2003, opinion and order, Judge Soet attached as Exhibit 2 a copy of the easement deed. The deed states that on January 16, 1995, the Charlevoix Club granted Proto-Cam a single easement in 2 parts. For purposes of this opinion, the court will use the designation Part 1 and Part 2.

Part 1 concerns the span of Walbridge Street that runs west from Ottawa Avenue to the east line of Grand Rapids Terminal Railroad right-of-way. That paragraph reads as follows:

> A 20 foot wide easement for ingress, egress and parking over that part of vacated Walbridge Street generally South of centerline of vacated Walbridge Street (being the northerly 20 feet of Parcel A, *it being the intention of the grantor to grant an easement from the current Southerly curb to the center of vacated Walbridge Street*) beginning at the West right-of-way line of Ottawa extending generally Westerly to the East line of the Grand Rapids Terminal Railroad Company right-of-way;

(Emphasis added)

Part 2 concerns that part of Walbridge Street running west of the Railroad right-of-way for another 32 feet. That paragraph reads as follows:

> Together with a 40 foot wide easement for ingress, egress and parking over that part of vacated Walbridge Street 20 feet on either side of the center line of vacated Walbridge Street (being the northernly 20 feet the Parcel B and the Southernly 20 feet of Parcel C; *it being the intention of the grantor to grant an easement from the current southernly curb to the current northerly curb of vacated Walbridge Street*), beginning at the West line of the Grand Rapids Terminal Railroad Company right-of-way extending Westwardly 32 feet to the point of termination of the Easement.

(Emphasis added)

There is no real dispute about the boundaries of the 1995 conveyance. The language of the deed of easement is clear. The deed referenced in Part 1, (the span between Ottawa Avenue and the Railroad right-of-way), is 20 feet wide. Twenty feet extends the easement from the south curb to the centerline, "it being the intention" of the Charlevoix Club "to grant an easement from the current Southerly curb to the center of vacated Walbridge Street." Part 1 is clear and unambiguous.

The deed referenced in Part 2, (the 32 feet west past the Railroad right-of-way), extends from curb to curb which is 40 feet wide, (double that of the distance between one curb and the centerline), "it being the intention" of the Charlevoix Club "to grant an easement from the current southernly curb to the current northerly curb of vacated Walbridge Street." Part 2 is also clear and unambiguous.

In all the pleadings and briefing in the *940 Monroe litigation*, none of the parties, including Proto-Cam, questioned the boundary lines of the 1995 easement, much less challenged them.

And, as plaintiff points out, in Proto-Cam's July 25, 2011, civil action against the City, about 8 years after Judge Soet's opinion, Proto-Cam described the easement using almost the same language as the 1995 easement:

> c. An exclusive easement over that portion of vacated Walbridge bounded by the center line of Walbridge, western line of the Ottawa Avenue right-of-way, *a line 20 feet south of the center line of Walbridge,* a line 32 feet west of the western line of the Central Michigan Railway right-of-way, a line 20 feet north of the center line of Walbridge, and the western line of the 3 railway right-of-way, not including the railway right-of-way itself ("Property Interest C"). (See Attachment 2.)

See plaintiff's January 10, 2025, brief, Exhibit B. (Emphasis added)

There is no genuine controversy over the original boundary lines of the 1995 easement. The boundary lines of the original conveyance from the Charlevoix Club to Proto-Cam are not

seriously in dispute. Even long after the 2003 opinion and order, Proto-Cam did not dispute the boundary lines.

Some factors for the court's consideration

Recognizing that there is no dispute over the original boundary lines of the 1995 easement, the court considered the following factors, among others:

1. In the *940 Monroe litigation*, the boundary lines of the 1995 easement were not in controversy.

2. In the *940 Monroe litigation*, no one asked Judge Soet to rule on the boundary lines of the 1995 easement; the scope of the easement was not pled, nor was it tried.

3. There is nothing in his 35-page opinion to suggests that Judge Soet intended to define, or redefine, the boundary lines of the 1995 easement.

4. In other words, in the *940 Monroe litigation*, the boundary lines of the 1995 easement were not before the court.

That the boundaries of the easement were not at issue is confirmed by the Court of Appeals decision affirming Judge Soet. The Court defined the parameters of the dispute as follows:

> Defendants appeal from the trial court's judgment granting plaintiffs permanent injunctive relief and damages for trespass. This case involves an easement granted to plaintiff Proto-Cam ("plaintiff" herein) by Charlevoix Club III, Inc. *The trial court held that this easement was an exclusive easement denying even the grantor and its successors and assigns from using the easement.* We affirm.

Proto-Cam Inc. v. 940 Monroe LLC, No. 251387, 2004 WL 2913616, at 1 (Mich. Ct. App. Dec. 16, 2004)(Emphasis added)

The only issue before the court was whether the beneficiary of an "exclusive" easement may deny even the grantor and its successors and assigns from using the easement. The scope of the easement was never even considered, much less decided.

Proto-Cam's interpretation of Judge Soet's order is unreasonable

Despite the four factors above, Proto-Cam insists that in a 1 sentence order ending a 35-page opinion, Judge Soet, without being asked to do so, and certainly without any legal authority to do so, redrew the boundaries of the 1995 easement. According to Proto-Cam, Part 1 of the easement is *not* "a 20-foot-wide easement generally south of the centerline." According to Proto-Cam, Part 1 of the easement does *not* extend from the curb to the centerline, contrary to the

unambiguous intent of the grantor. Instead, Proto-Cam claims, Judge Soet sua sponte enlarged the scope of Part 1 of the easement well beyond what the Charlevoix Club granted. And, not to belabor the point, but did so without being asked, and without offering even the slightest legal analysis explaining why he would have issued such an extraordinary decree.

When asked during oral argument where would a circuit judge get the authority to create what is effectively a new easement, Proto-Cam's counsel had no satisfactory answer.

Proto-Cam's reasoning lacks precision

The underlying premise of Proto-Cam's arguments is not fully developed. It is frankly unclear exactly what Proto-Cam is arguing. It may be arguing that Judge Soet *intended* to redraw the boundaries of the 1995 easement and thereby bestow upon Proto-Cam an easement much wider than that granted to it by the Charlevoix Club. If that is so, then the matter is resolved. This court has no appellate role in this case and would have no power to modify Judge Soet's judgment.

But Proto-Cam might be arguing that Judge Soet, through careless drafting, *accidently* redrew the boundaries, and that this accident is binding on MWS Ottawa, LLC. If this is so, then the order might properly be characterized as a "mistake" as that term is used in MCR 2.616 (C)(1)(a). MWS Ottawa could not seek relief from this mistake as the order was issued more than a year ago. See MCR 2.616 (C)(2).

Of course, MWS Ottawa argues that Judge Soet did neither. It maintains that Judge Soet's merely defined the word "exclusive" found in the 1995 easement deed and that his final order had nothing to do with the easement boundaries. Proto-Cam, MWS Ottawa avers, is simply misinterpreting the order.

Proto-Cam is misinterpreting Judge Soet's order

Proto-Cam's interpretation of Judge Soet's order is unreasonable. When Judge Soet spoke of "vacated Walbridge," he was referring to the deed of easement, not the 1990 order of vacation.[4]

"Courts should interpret the terms in a judgment in the same manner as courts interpret contracts." *AFT v. State*, 334 Mich. App. 215, 236, 964 N.W.2d 113, 127 (2020). Moreover, a

[4] In its February 4, 2025, brief, with regrettable sarcasm, Proto-Cam states that "MWS Ottawa now asks this Court to summon its supernatural powers" to "read Judge Soet's mind" to determine "what he really intended." The court hardly needs to remind counsel that circuit judges, especially those assigned to the Business Docket, spend most of their life's work "summoning their supernatural powers" to determine the intent of lots of people: the intent of parties to a contract, the intent of the legislature in enacting a statute, the intent of the Supreme Court in adopting a Court Rule, and, in this case, the intent of a trial judge in issuing an opinion and order. It's what we do.

judgment must be construed in light of the trial court's findings of fact and conclusions of law. See *Smith v. Smith*, 278 Mich. App. 198, 200, 748 N.W.2d 258, 260 (2008).

When interpreting a contract, a term or phrase cannot be construed in isolation, but must instead be construed in context and in light of the contract as a whole. See *Auto-Owners Ins. Co. v. Seils*, 310 Mich. App. 132, 148; 871 N.W.2d 530 (2015). As Professor Williston put it, "[a]s with the interpretation of a statute, court interpreting a contract does not construe particular language in isolation, but considers that language in relation to the entire contract." § 32:1. Generally, 11 Williston on Contracts § 32:1 (4th ed.).

Professor Williston elaborated as follows:

> A contract will be read as a whole and every part will be read with reference to the whole. If possible, the contract will be so interpreted as to give effect to its general purpose as revealed within its four corners or in its entirety.

11 Williston on Contracts § 32:5 (4th ed.)(Footnotes and citations omitted)

Judge Soet mentions the 1990 order vacating Walbridge Street in his opinion. He describes it as follows:

> In 1990 Autodie commenced an action in the Kent County Circuit Court to vacate Walbridge between the west line of Ottawa Avenue and the east line of Monroe Avenue as it intersected properties which the company owned. A Judgment entered vacating the street on October 23, 1990. The effect of such a vacation is to accrue to the adjacent property half of the street which it abuts. Thus the north half of Walbridge east of the tracks accrued to Lot 549 and the south half to Lot 544.

Opinion, pg. 3[5]

This is the only reference to the 1990 vacation order in Judge Soet's opinion.

In contrast to the cursory review of the order of vacation, the easement deed that the Charlevoix Club granted to Proto-Cam figures prominently. Judge Soet attached the deed of easement to his opinion as an exhibit. And, on page 5 of the opinion, he breaks down the language of the deed in considerable detail. (But only those words that have bearing on the meaning of the word "exclusive.") In the next several pages of his opinion, Judge Soet discusses the circumstances leading up to the easement, the negotiations between the parties, the intent of the drafter, the role the City played, and so on.

Beginning on page 21 of his opinion, Judge Soet, under the topic "Discussion," talks about the boundaries in a general way. In footnote 5, for example, he notes an "anomaly" in the deed measurements and confirms the "20 feet wide" easement. He ultimately concludes that this anomaly "does not appear to matter in the context of this case." This is a significant remark

[5] In 1990, Autodie owned the property on both sides of Walbridge Street. In 1993, it sold its property north of Walbridge to Proto-Cam.

because it shows that Judge Soet was familiar enough with the boundaries set forth in the easement deed that he detected a discrepancy, but that the discrepancy did not matter because he was only deciding the exclusivity issue.

In the body of the opinion, on page 21, Judge Soet notes that Proto-Cam has an "exclusive" (quote marks in the original) easement for purposes of ingress, egress and parking over the south half of vacated Walbridge east of the railroad tracks. This is significant because it shows that Judge Soet was familiar with the boundaries of the easement deed: Part 1 of the deed (the span between Ottawa Avenue and the Railroad right-of-way), is 20 feet wide. "[I]t being the intention" of the Charlevoix Club "to grant an easement from the current Southerly curb to the center of vacated Walbridge Street." Thus, Proto-Cam has the exclusive right of ingress, egress and parking "over the south half of vacated Walbridge." Here, Judge Soet is, of course, referring to the distance between the centerline and the south curb of vacated Walbridge Street because that is what the Charlevoix Club granted to Proto-Cam.

Consistent with the 1995 deed of easement, Judge Soet is only referencing the travelled portion of the street. No one parks on a sidewalk abutting a building. No one drives over a strip of lawn containing mature trees. Judge Soet is referencing the travelled portion of the street because that is precisely the easement the Charlevoix Club granted to Proto-Cam. In other words, there is no need to discuss the 66' width of vacated Walbridge as set forth in the 1990 order of vacation. The only relevant measure is the distance between the centerline and the south curb.

Thus, Judge Soet's term, "the south half of vacated Walbridge," is a reference to the easement deed, not the 1990 order of vacation. After all, the easement deed was the only document relevant to his decision.

Consequently, in his final order, when Judge Soet states that "[t]hat plaintiff has an exclusive easement over the southern half of vacated Walbridge," he was referring to the easement lying between centerline and the southernly curb. He did not, intentionally or accidently, expand the scope of the easement.

In light of this court's ruling, MWS Ottawa's claims are not barred by the time limit found in MCR 2.612(C)(2), the Law of the Case doctrine, or Res Judicata

Michigan Court Rule 2.612 has no application. Though MWS Ottawa's argument has evolved over the course of this litigation, at the end of the day, it is not seeking relief from an order. It has asked this court to interpret and apply Judge Soet's July 17, 2003, opinion and order, and the court has done so. Given the court's ruling, MWS Ottawa needs no relief from Judge Soet's order.

Assuming the law of the case doctrine applies, it is inapplicable here. Judge Soet never changed the boundaries of the 1995 easement. As stated above, the scope of the easement was not before the Circuit Court. As such, it was not before the Court of Appeals. ("Law of the case applies, however, only to issues actually decided, either implicitly or explicitly, in the prior appeal." *Grievance Adm'r v. Lopatin*, 462 Mich. 235, 260, 612 N.W.2d 120, 134 (2000)). The Court of Appeals, like the Circuit Court, did not rule of the scope of the easement.

And finally, MWS Ottawa's claim is not barred by res judicata.

> The doctrine of res judicata is employed to prevent multiple suits litigating the same cause of action. The doctrine bars a second, subsequent action when (1) the prior action was decided on the merits, (2) both actions involve the same parties or their privies, and (3) the matter in the second case was, or could have been, resolved in the first. This Court has taken a broad approach to the doctrine of res judicata, holding that it bars not only claims already litigated, but also every claim arising from the same transaction that the parties, *exercising reasonable diligence*, could have raised but did not.

Adair v. State, 470 Mich. 105, 121, 680 N.W.2d 386, 396 (2004)(Citations omitted; emphasis added)

Elements one and two above are not in dispute. The prior action was decided on the merits and both actions involve the same parties or their privies. The focus is on element number three. The court has already ruled that the scope of the easement was not raised in the *940 Monroe litigation*. The question presented is whether MWS Ottawa *could* or *should* have raised it? The answer is no.

In *Adair*, the Supreme Court "has taken a broad approach to the doctrine of res judicata, holding that it bars not only claims already litigated, but also every claim arising from the same transaction that the parties, *exercising reasonable diligence,* could have raised but did not." *Adair,* 470 Mich. at 121, 680 N.W.2d 386 (emphasis added). Accordingly, when examining factors for the third element of res judicata, Michigan courts employ the broad, pragmatic "same transaction test," often referred to as the "transactional test," rather than the narrower "same evidence test." *Id.* at 123–125, 680 N.W.2d 386.

> This Court will not, however, use res judicata to "lighten the loads of the state court by precluding suits whenever possible"—we employ it "to promote fairness." *Pierson Sand & Gravel,* 460 Mich. at 383, 596 N.W.2d 153. Accordingly, this Court applies the same-transaction test "pragmatically, by considering whether the facts are related in time, space, origin or motivation, and whether they form a convenient trial unit." *Adair v. State of Michigan,* 470 Mich. 105, 125, 680 N.W.2d 386 (2004) (quotation marks, citation, emphasis, and alterations omitted).

Green v. Ziegelman, 310 Mich. App. 436, 445, 873 N.W.2d 794, 800 (2015)

In this case, Proto-Cam has introduced no evidence that before the commencement of the *940 Monroe litigation,* anyone notified 940 Monroe, LLC. that Proto-Cam was laying claim to an easement that ran from the centerline of vacated Walbridge south, past the south curb and all the

way up to the building. There was nothing in the pleadings, the various motions or the trial that would have notified 940 Monroe, LLC. that the scope of the easement was in controversy.

And the reason for this is obvious. Before Proto-Cam filed the lawsuit creating the *940 Monroe litigation,* no one, including Proto-Cam, who filed the suit, ever questioned the scope of the 1995 easement. Proto-Cam didn't even question it in 2011 when it sued the City of Grand Rapids and faithfully repeated the terms of the original grant showing the easement ran from the southern curb to the centerline.

The legitimate concerns for finality, reliance and repose which are invoked to justify res judicata do not apply if no one had a legitimate reason to even suspect a "claim" existed.

CONCLUSION

On January 16, 1995, the Charlevoix Club granted to Proto-Cam, Inc. an easement. The boundaries of that easement are as follows:

> A 20 foot wide easement for ingress, egress and parking over that part of vacated Walbridge Street generally South of centerline of vacated Walbridge Street (being the northerly 20 feet of Parcel A, it being the intention of the grantor to grant an easement from the current Southerly curb to the center of vacated Walbridge Street) beginning at the West right-of-way line of Ottawa extending generally Westerly to the East line of the Grand Rapids Terminal Railroad Company right-of-way;
>
> Together with a 40 foot wide easement for ingress, egress and parking over that part of vacated Walbridge Street 20 feet on either side of the center line of vacated Walbridge Street (being the northernly 20 feet the Parcel B and the Southernly 20 feet of Parcel C; it being the intention of the grantor to grant an easement from the current southernly curb to the current northerly curb of vacated Walbridge Street), beginning at the West line of the Grand Rapids Terminal Railroad Company right-of-way extending Westwardly 32 feet to the point of termination of the Easement.

Thus, the boundary of the 1995 easement between Ottawa Avenue and the Railroad right-of-way) is 20 feet wide. Twenty feet extends the easement from the south curb to the centerline.

The deed boundary of the 1995 easement representing the 32 feet west past the Railroad right-of-way, extends from the south curb of vacated Walbridge to the north curb.

Judge Soet's July 17, 2003, opinion and order in the case of *Proto-Cam Incorporated v. 940 Monroe, LLC and Pioneer Incorporated*, Kent County Circuit Court #00-08231-CZ, did not have any effect on these boundaries. The boundaries remain the same today as they did in the original grant.

IT IS ORDERED.

Dated: March 10, 2025
at Grand Rapids, Michigan.

Honorable Curt A. Benson