

**INGRESS AND EGRESS EASEMENT PRIVATE ROAD AGREEMENT
FOR PUBLIC AND EMERGENCY VEHICLES**

THIS INGRESS AND EGRESS EASEMENT AGREEMENT FOR PUBLIC AND EMERGENCY VEHICLES (this "Agreement") is made and entered into as of this 27th day of January, 2014, between Christenbury Development LLC, a Michigan limited liability company, (Grantor) whose address is 19573 Tanglewood Circle, Clinton Township, Michigan 48038, and CITY OF ROCHESTER HILLS, a Michigan municipal corporation ("Grantee"), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, based upon the following:

A. Grantor is the owner of that certain real property located in the City of Rochester Hills, County of Oakland, State of Michigan that is more particularly described on Exhibit A attached to and made a part of this Agreement) the "Grantor's Property").

B. Grantee desires that Grantor grant, and Grantor is willing to grant, to Grantee a non-exclusive perpetual easement for vehicular ingress and egress solely by public and emergency vehicles over and across that certain portion of the Grantor's Property as more particularly described and depicted on Exhibit A attached to and made a part of this Agreement (the "Easement Area") for the sole purpose of providing and performing public and emergency services on the Easement Area, subject to and upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor grants to Grantee a non-exclusive perpetual easement for vehicular ingress and egress by public and emergency vehicles (the "Easement") over and across the Easement Area for the sole purpose of providing and performing public and emergency services on the Easement Area.

2/2/14 JOHN STURAN
Approved

2. This Agreement is subject to any easements and restrictions of record or those matters that a personal inspection or an accurate survey of the Grantor's Property would reveal. The Easement, covenants, conditions and promises set forth in this Agreement shall be covenants running with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns. As used herein, the term "Grantor" shall mean the fee owner(s) of the Grantor's Property, from time to time.

3. Grantor will have the right, from time to time, to relocate, at Grantor's sole cost and expense the Easement Area (or any portion(s) thereof), upon Grantor's receipt of prior written consent of Grantee. In the event of such relocation of the Easement Area, Grantor will, simultaneously with the relocation of the easement Area, grant or cause to be granted to Grantee a new easement covering the area to which all or a portion of the Easement Area is relocated, and Grantee will release the Easement granted under this Agreement with respect to the portion of the Easement Area which is relocated.

Nothing contained in this agreement shall be construed as restricting or prohibiting Grantor from (i) granting any additional rights, privileges or easements over the Grantor's Property or the Easement area to any other person or entity or (ii) using or allowing the use of the ground below and/or the air space above the Easement Area for any purpose, provided that Grantor first obtains the prior written consent of Grantee to such grant or use.

4. Any notice, request, consent or certificate required or permitted to be delivered under this Agreement shall be given in writing and sent by (i) personal delivery, (ii) by United States certified mail, return receipt, requested, postage prepaid, and properly addressed, or (iii) a reputable overnight delivery service (e.g., Federal Express), with delivery charges prepaid and properly addressed. For the purposes hereof, the addresses of the parties, until further notice, shall be as follows:

If to Grantor: Christenbury Development LLC, 19573 Tanglewood Circle, Clinton Township, Michigan 48038.

If to Grantee: CITY OF ROCHESTER HILLS, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

Notice shall be effective upon delivery or refusal of the addressee to accept delivery. Either party may designate another address for notice by notice given from time to time in accordance with this Paragraph 4.

5. The parties to this Agreement agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of Grantor, or its respective successors or assigns, and Grantee, or its respective successors or assigns, which consent shall not be unreasonably withheld, delayed or conditioned, evidenced by a document

that has been fully executed and acknowledged by Grantor and Grantee and recorded in the official records of the Oakland County, Michigan Register of Deeds.

6. This Agreement (including all exhibits attached to this Agreement) represents the entire agreement between the parties with respect to the subject matter of the Agreement, and all prior or contemporaneous agreements or understandings with respect to the subject matter of the Agreement are merged in this Agreement.

7. No easements other than the Easement shall be implied by this Agreement, and nothing contained herein shall be construed or deemed as creating any rights in, to or for the general public, or as being a gift or dedicating to the general public any portion of the Grantor's Property. Without limiting the foregoing, no right of way for pedestrian traffic or walkway is granted under this Agreement, no are any easements for parking, signage, drainage or utilities granted or implied under this Agreement. Grantor shall have the right to temporarily close or barricade or allow such closing -off or barricading of the Easement Area as is reasonably necessary to avoid any such gift or dedication to the public.

8. The Easement Area may include a limited access gate installed at the expense of Grantor. If such gate is installed, Grantor shall provide to Grantee with any access codes and/or devices needed for entry through the limited access gate, if any.

9. This Agreement shall be interpreted under and governed by the laws of the State of Michigan.

10. Nothing contained in this Agreement nor any acts of the parties performed pursuant to this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association among the parties to this Agreement.

Grantor and Grantee have executed this Ingress and Egress Private Road Easement Agreement for Public and Emergency Vehicles as of the date first above written.

IN WITNESS WHEREOF, the parties have set their hands on the date first above written.

CHRISTENBURY DEVELOPMENT LLC,
a Michigan limited liability company

By: Vitaliano Terracciano
VITALIANO TERRACCIANO
Its: MEMBER

CITY OF ROCHESTER HILLS,
a Michigan Municipal corporation

By: _____
Bryan K. Barnett
Its Mayor

By: _____
Tina Barton
Its City Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF)

The foregoing was acknowledged before me this 27th day of January, ²⁰¹⁴ ~~2013~~, by Vitaliano Terra a/s member of Christenbury Development LLC, a Michigan limited liability company.

JOSY A FOISY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 23, 2019
ACTING IN COUNTY OF Oakland

Josy A. Foisy

Notary Public
Acting in Oakland County, Michigan
My commission expires:

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me this ___day of _____, 2013, by Bryan K. Barnett and Tina Barton respectively the Mayor and Clerk of the City of Rochester Hills, a Michigan municipal corporation on behalf of the corporation.

Notary Public
Acting in _____ County, Michigan
My commission expires:

DRAFTED BY:

Mark J. Abdo, Attorney at Law
43928 Mound Road, Suite 100
Sterling Heights, Michigan 48314

AND WHEN RECORDED RETURN TO:

CITY OF ROCHESTER HILLS
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

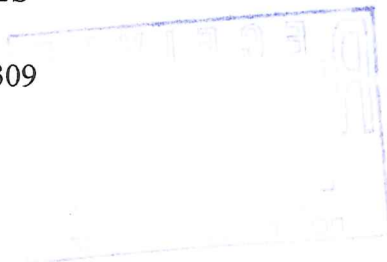


EXHIBIT A

LEGAL DESCRIPTION – CHRISTENBURY ESTATES (PARCELS 1 – 4)

Part of the NE 1/4 of Section 1, T.3N., R.11E., Rochester Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the East 1/4 corner of Section 1; thence N89°44'48"W 60.00 feet to the Point of Beginning; thence N89°44'48"W 469.15 feet; thence N04°12'20"W 299.69 feet; thence N72°59'40"E 15.53 feet; thence N21°22'51"W 222.81 feet; thence N68°41'30"E 202.71 feet; thence N78°11'30"E 191.22 feet; thence S00°35'30"E 65.00 feet; thence N89°24'30"E 175.00 feet to the West Line Dequindre Road (R.O.W. varies); thence S00°35'30"E 562.61 feet along said line to the Point of Beginning.

Containing 285,062 square feet --- 6.544 acres (Gross).

#15-01-277-015 + #15-01-278-006

LEGAL DESCRIPTION – ROAD EASEMENT (FOR ROAD MAINTENANCE AGREEMENT)

Part of the NE 1/4 of Section 1, T.3N., R.11E., Rochester Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the East 1/4 corner of Section 1; thence N89°44'48"W 60.00 feet and N00°35'30"W 297.92 feet to the Point of Beginning; thence S89°24'30"W 371.00 feet; thence S00°35'30"E 18.00 feet; thence S89°24'30"W 20.00 feet; thence N00°35'30"W 18.00 feet; thence S89°24'30"W 18.47 feet; thence 78.82 feet along the arc of a curve to the left said curve having a radius of 218.00 feet a chord of S79°02'59"W 78.40 feet; thence N04°12'20"W 22.24 feet; N72°59'40"E 15.53 feet; thence N21°22'51"W 43.05 feet; thence 79.97 feet along the arc of a curve to the right said curve having a radius of 282.00 feet a chord of N81°17'04"E 79.70 feet thence N89°24'30"E 409.47 feet to the West R.O.W. line of Dequindre Road (R.O.W. varies); thence S00°35'30"E 64.00 along said line to the Point of Beginning.

APPROVED
JRB 1-22-14
ROCHESTER HILLS
ENGINEERING DEPT.

JJ-13-719
SHEET 1 OF 2

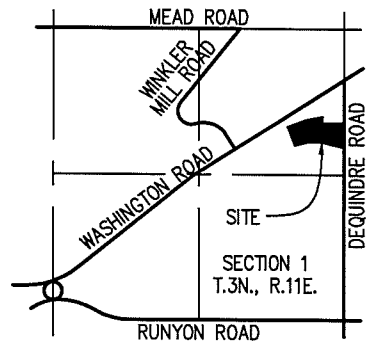


1055 South Boulevard E., Suite 200
Rochester Hills, Michigan 48307
Telephone: (586) 726-9111
Fax: (248) 852-7707
Website: www.jjassociates.net

CLIENT:
DATE: 10/15/13 JS
12-30-13

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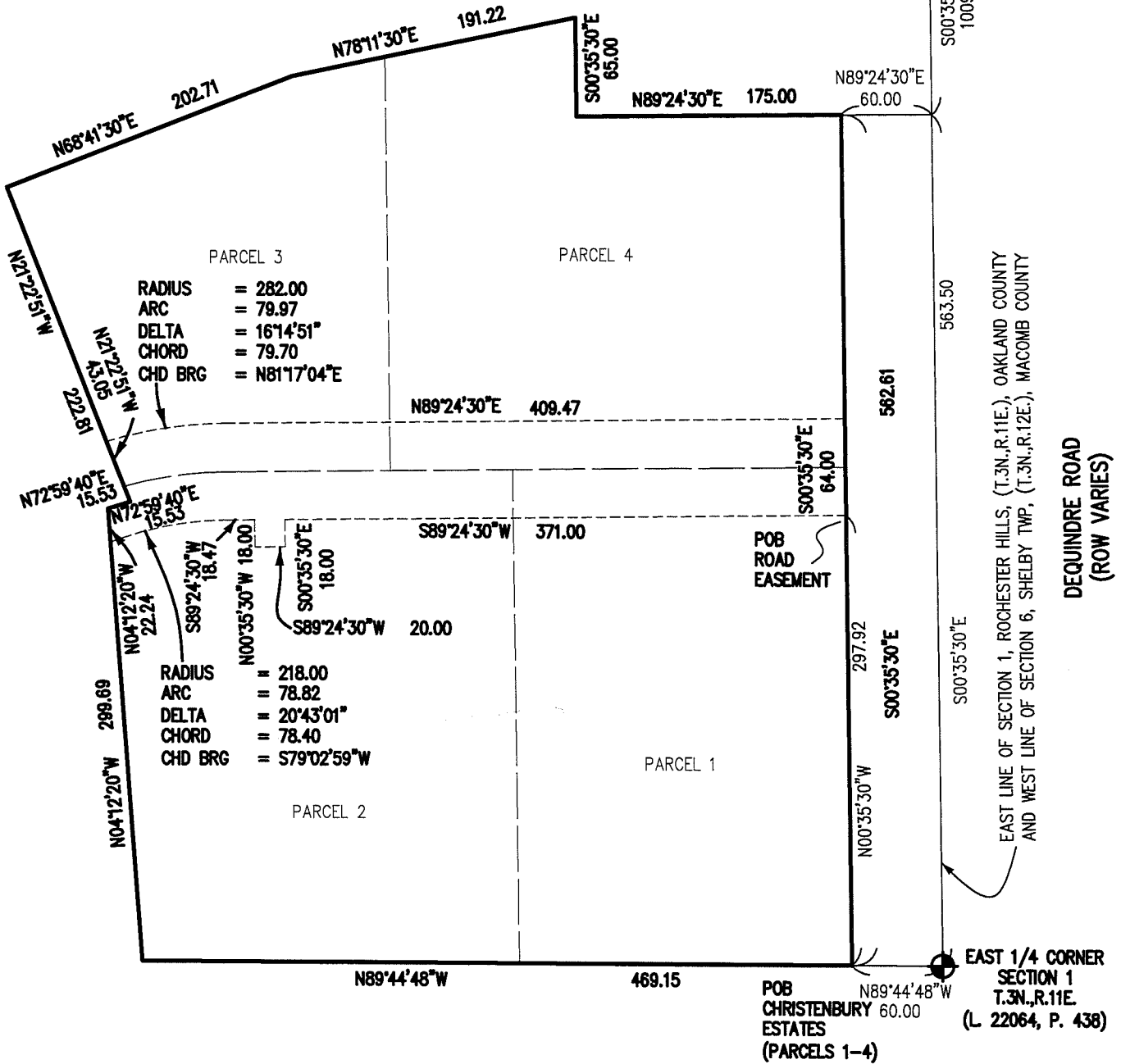
EXHIBIT A



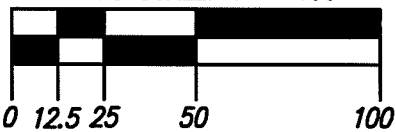
LOCATION MAP

NOT TO SCALE

NORTHEAST CORNER SECTION 1 T.3N., R.11E. (L. 21836, P. 360)



GRAPHIC SCALE: 1" = 100'



JJ-13-719
 SHEET 2 OF 2



1055 South Boulevard E., Suite 200
 Rochester Hills, Michigan 48307
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 Fax: (248) 852-7707
 Website: www.jjassociates.net

CLIENT:
 DATE: 10/15/13 JS
 12-30-13

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