

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

This Agreement entered into the 13th day of August, 2021, by and between the **City of Rochester Hills**, (“Municipality”) a Michigan Municipal Corporation, whose address is **1000 Rochester Hills Drive, Michigan 48309, and Redwood Rochester Hills East Avon Road MI P1 LLC, an Ohio Limited Liability Company**, (“Owner”) whose address is **7007 East Pleasant Valley Road, Independence, OH 44131**

**Whereas**, Owner is the owner of certain real property as legally described in **Exhibit A** attached hereto (“Lands”).

**Whereas**, Municipality desires that Owner grant, and Owner is willing to grant, to Municipality a non-exclusive perpetual easement for vehicular ingress and egress solely by public and emergency vehicles over and across that certain portion of the Owner’s property as described in **Exhibit B** for the sole purpose of providing and performing public and emergency services, subject to and upon the terms and conditions set forth in this Agreement.

Now therefore it is hereby agreed:

1. Owner grants to the Municipality a non-exclusive perpetual easement for vehicular ingress and egress by public and emergency vehicles over and across the portion of the Lands described on **Exhibit B** for the sole purpose of providing and performing public and emergency services on such easement area.

2. This Agreement is subject to any easements of restrictions of record or those matters that a personal inspection or an accurate survey of the Owners 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 insure to the benefit of the Owner and Municipality and their respective successors and assigns. As used herein, the term “Owner” shall mean the fee owner(s) of the Owners Property, from time to time.

3. Owner will have the right, from time to time, to relocate, at Owner’s sole cost and expense, the Easement Area (or any portion(s) thereof), upon Owner’s receipt of the prior written consent of the Municipality. In the event of any such relocation of the Easement Area, Owner will, simultaneously with the relocation of the Easement Area, grant of cause to be granted to Municipality a new easement covering the area to which all or a portion of the

Easement Area is relocated, and Municipality 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 the Owner from (i) granting any additional rights, privileges, or easements over the Owner's properties 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 Owner first obtains the prior written consent of the Municipality to any such grant or use.

4. The parties to the Agreement agree that the provisions of this Agreement may be modified or amended, in part or in whole, or terminated, only by written consent of the Owner, or its respective successors or assigns, and the Municipality, 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 Owner and Municipality and recorded in the official records of the Oakland County, Michigan Register of Deeds.

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

6. No easements other than the Easement shall be implied by this Agreement, and nothing contained here in 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 Owner's Property. Without limiting the foregoing, no right of way for pedestrians' traffic or walkway is granted under this Agreement, nor are any easements for parking, signage, drainage, or utilities granted or implied under this Agreement. Owner shall have the right to temporarily close off or barricade or allow such closing-off or barricading to the Easement Area as is reasonably necessary to avoid any such gift or dedication to the public.

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.


**Exempt from Transfer Taxes under MCL 207.505(a) and 207.526(a).**

(Signatures and acknowledgement on following pages)

*Parties have*

IN WITNESS WHEREOF, the ~~Municipality~~ ~~has~~ here unto affixed their signatures this  
13<sup>th</sup> day of AUGUST, 2021

Redwood Rochester Hills East Avon Road MI P1 LLC,  
an Ohio limited liability company

By: 

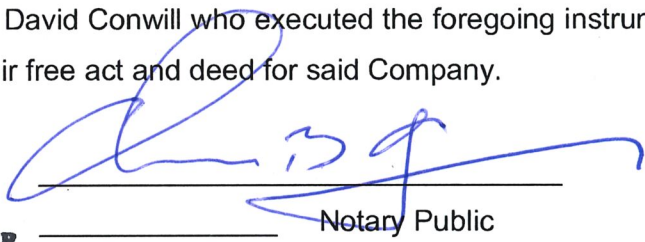
David Conwill

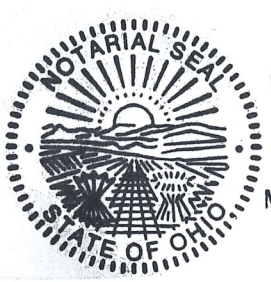
Its: Authorized Manager

**ACKNOWLEDGEMENT**

STATE OF OHIO                    )  
  )SS:  
COUNTY OF CUYAHOGA    )

On this 13<sup>th</sup> day of AUGUST, A.D., 2021, before me a Notary Public in and for said County appeared **David Conwill**, to me personally known, who being by me duly sworn, did say that he is/they are the Authorized Manager of Redwood Rochester Hills East Avon Road MI P1 LLC, an Ohio limited liability company, and that said Agreement was signed on behalf of said Company by David Conwill who executed the foregoing instrument and acknowledged the same to be his/ their free act and deed for said Company.

  
\_\_\_\_\_  
Notary Public



**CHARLES B. GRASSER**  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO CUYAHOGA County, OHIO  
My Commission Expires

My Commission Expires: 08/11/2024

RECEIVED  
AUG 16 2021

Drafted By:  
Paul Furtaw  
7050 W Saginaw Hwy  
Lansing, MI 48917

When Recorded Return To:  
Clerks Department  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

*John Staran  
Approved 8/19/21*

CITY OF ROCHESTER HILLS

By: \_\_\_\_\_  
Bryan K. Barnett, Mayor

STATE OF MICHIGAN  
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2021,  
by Bryan K. Barnett, Mayor, of the City of Rochester Hills, a Michigan municipal corporation, on behalf of  
the corporation.

\_\_\_\_\_  
, Notary Public

Oakland County, Michigan

My Commission Expires:

Drafted By:  
Paul Furtaw  
7050 W. Saginaw Hwy.  
Lansing, MI 48917

When Recorded Return To:  
Clerks Department  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land in the East 1/2 of the Southeast 1/4 of Section 13, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan described as:

Beginning at the Southeast corner of said Section 13, thence South 86 degrees 37 minutes 00 seconds West, 1374.48 feet along the South line of Section 13; thence North 0 degree 16 minutes 47 seconds East, 1257.82 feet to the centerline of Avon Road; thence North 72 degrees 25 minutes 31 seconds East, 130.66 feet and North 68 degrees 25 minutes 11 seconds East, 76.89 feet along the centerline of Avon Road; thence South 22 degrees 41 minutes 00 seconds East, 378.86 feet; thence North 65 degrees 14 minutes 30 seconds East, 313.61 feet; thence South 44 degrees 15 minutes 30 seconds East, 160.00 feet; thence North 65 degrees 14 minutes 30 seconds East, 159.13 feet to the centerline of Dequindre Road; thence South 44 degrees 15 minutes 30 seconds East, 156.15 feet along said centerline; thence South 36 degrees 35 minutes 30 seconds East, 620.90 feet along said centerline to its intersection with the East line of said Section 13; thence South 0 degree 34 minutes 44 seconds East, 367.91 feet along said East line to the point of beginning. Containing 1,300,192.18 square feet or 29.848 acres, more or less. Subject to rights of the public over the North 33 feet for Avon Road and the Easterly 33 feet for Dequindre Road.

Tax Parcel No.: 70-15-13-476-005

Commonly known as: 51171 Dequindre Road, Rochester Hills, Michigan

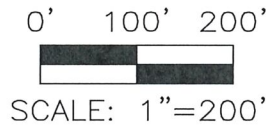
Exhibit Approved  
Date: 4/08/21 Jm

Exhibit Approved  
Date: 4/08/21 Jm

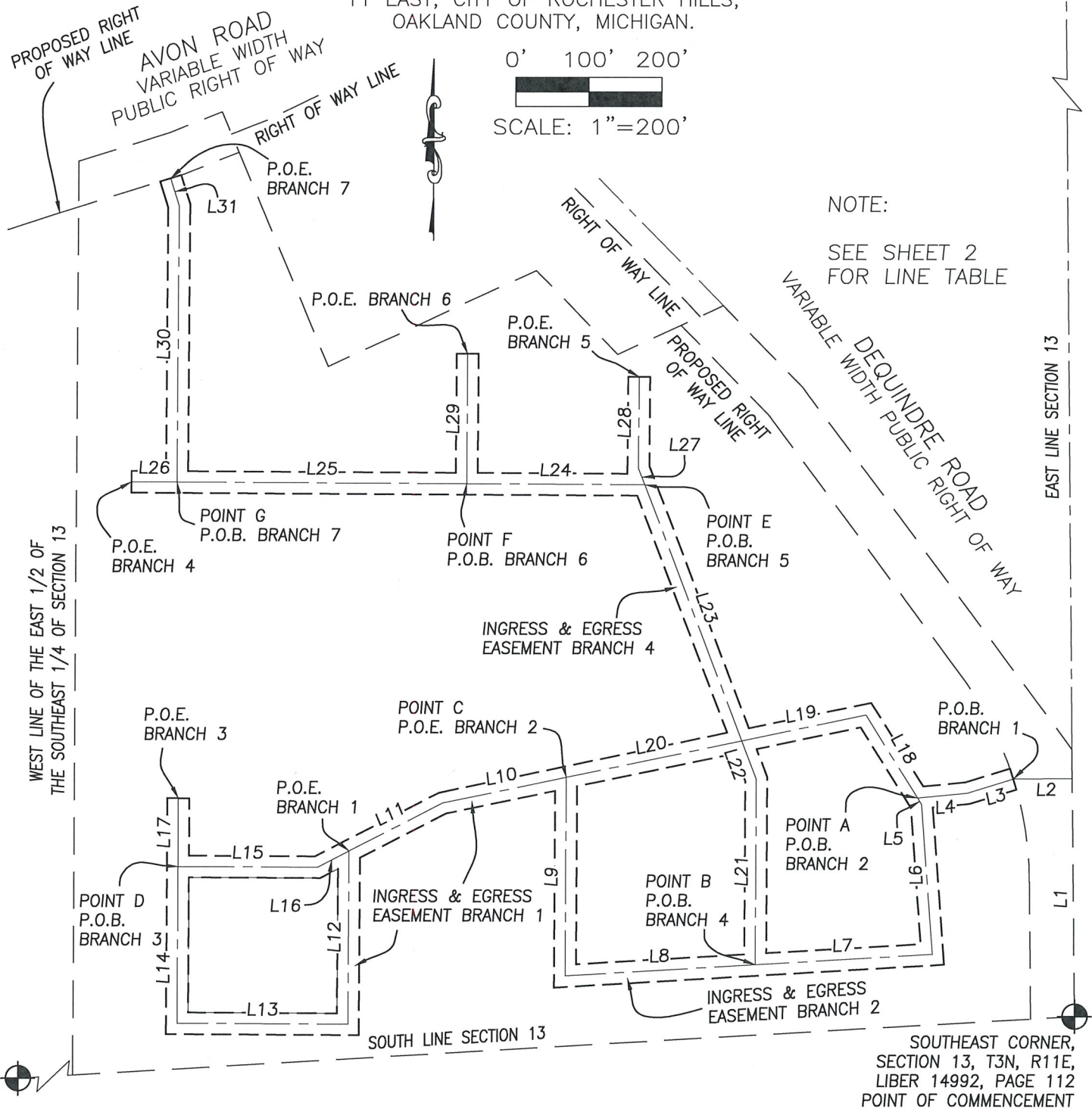
# EXHIBIT B EASEMENT DIAGRAM

A PART OF THE SOUTHEAST 1/4 OF SECTION 13, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN.

EAST 1/4 CORNER,  
SECTION 13, T3N, R11E,  
BRASS CAP  
LIBER 23325, PAGE 370



NOTE:  
SEE SHEET 2  
FOR LINE TABLE



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FAX: (517) 908-0009  
www.geodeticdesigns.com



REVISION DATE:	4/8/21 (PAF)
FIELD:	— DRAWN BY: JJC
DATE:	AUGUST 21, 2020
FILE:	S220-2018
SHEET	1 OF 3

## EXHIBIT B – EASEMENT DIAGRAM

A PART OF THE SOUTHEAST 1/4 OF  
SECTION 13, TOWN 3 NORTH, RANGE  
11 EAST, CITY OF ROCHESTER HILLS,  
OAKLAND COUNTY, MICHIGAN.

### LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N00°34'44"W	327.92'	L12	S00°20'43"W	238.55'	L22	N20°48'14"W	55.96'
L2	S89°25'16"W	80.51'	L13	N89°39'17"W	233.97'	L23	N20°48'14"W	376.79'
L3	S72°53'11"W	66.13'	L14	N00°16'50"E	215.69'	L24	N89°40'27"W	243.67'
L4	S84°23'03"W	68.63'	L15	S89°43'11"E	190.94'	L25	N89°40'27"W	396.82'
L5	S32°01'00"E	10.54'	L16	N62°43'28"E	48.41'	L26	N89°40'27"W	62.18'
L6	S04°04'15"E	208.08'	L17	N00°16'50"E	94.13'	L27	N20°48'14"W	24.67'
L7	S86°37'00"W	242.83'	L18	N32°01'00"W	133.84'	L28	N00°18'20"E	126.22'
L8	S86°37'00"W	260.95'	L19	S78°11'58"W	173.37'	L29	N00°18'16"E	179.95'
L9	N00°16'57"E	273.99'	L20	S78°11'58"W	245.71'	L30	N00°16'47"E	381.20'
L10	S78°11'58"W	172.77'	L21	N00°16'50"E	256.53'	L31	N17°28'01"W	39.42'
L11	S62°43'28"W	144.00'						

### INGRESS/EGRESS EASEMENT DESCRIPTIONS

Easements for ingress and egress over part of the east 1/2 of the southeast 1/4 of section 13, town 3 north, range 11 east, City of Rochester Hills, Oakland County, Michigan, further described as follows:

Ingress/Egress Easement Branch No. 1:

A 30 foot wide easement for ingress and egress lying 15 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Section 13; thence N00°34'44"W, 327.92 feet along the East line of said Section 13; thence S89°25'16"W, 80.51 feet to a point on the west right of way line of Dequindre Road (variable width public right of way) and the point of beginning of said centerline; thence S72°53'11"W 66.13 feet; thence S84°23'03"W, 68.63 feet, to point "A"; thence N32°01'00"W, 133.84 feet; thence S78°11'58"W, 173.37 feet; thence S78°11'58"W, 245.71 feet to point "C"; thence S78°11'58"W, 172.77 feet; thence S62°43'28"W, 144.00 feet; thence S00°20'43"W, 238.55 feet; thence N89°39'17"W, 233.97 feet; thence N00°16'50"E, 215.69 feet to point "D"; thence S89°43'11"E, 190.94 feet; thence N62°43'28"E, 48.41 feet to the point of ending of branch no. 1.

Ingress/Egress Easement Branch No. 2:

A 30 foot wide easement for ingress and egress lying 15 feet on each side of the following described centerline:

Beginning at point "A" of ingress/egress easement branch no. 1; thence S 32°01'00" E, 10.54 feet; thence S 04°04'15" E, 208.08 feet; thence S 86°37'00" W, 242.83 feet to point "B"; thence S 86°37'00" W, 260.95 feet; thence N 00°16'57" E, 273.99 feet to point "C" and the point of ending of branch no. 2.

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REVISION DATE: 4/8/21 (PAF)	
FIELD: —	DRAWN BY: JJC
DATE: AUGUST 21, 2020	
FILE: S220-2018	
SHEET 2 OF 3	

## EXHIBIT B – EASEMENT DIAGRAM

A PART OF THE SOUTHEAST 1/4 OF  
SECTION 13, TOWN 3 NORTH, RANGE  
11 EAST, CITY OF ROCHESTER HILLS,  
OAKLAND COUNTY, MICHIGAN.

### INGRESS/EGRESS EASEMENT DESCRIPTIONS CONTINUED

Ingress/Egress Easement Branch No. 3:

A 30 foot wide easement for ingress and egress lying 15 feet on each side of the following described centerline:

Beginning at point "D" of ingress/egress easement branch no. 1; thence N00°16'50"E, 94.13 feet to the point of ending of branch no. 3.

Ingress/Egress Easement Branch No. 4:

A 30 foot wide easement for ingress and egress lying 15 feet on each side of the following described centerline:

Beginning at point "B" of ingress/egress easement branch no. 2; thence N00°16'50"E, 256.53 feet; thence N20°48'14"W, 55.96 feet; thence N20°48'14"W, 376.79 feet to point "E"; thence N89°40'27"W, 243.67 feet to point "F"; thence N89°40'27"W, 396.82 feet to point "G"; thence N89°40'27"W, 62.18 feet to the point of ending of branch no. 4.

Ingress/Egress Easement Branch No. 5:

A 30 foot wide easement for ingress and egress lying 15 feet on each side of the following described centerline:

Beginning at point "E" of ingress/egress easement branch no. 4; thence N20°48'14"W, 24.67 feet; thence N00°18'20"E, 126.22 feet to the point of ending of branch no. 5.

Ingress/Egress Easement Branch No. 6:

A 30 foot wide easement for ingress and egress lying 15 feet on each side of the following described centerline:

Beginning at point "F" of ingress/egress easement branch no. 4; thence N00°18'16"E, 179.95 feet to the point of ending of branch no. 6.

Ingress/Egress Easement Branch No. 7:

A 30 foot wide easement for ingress and egress lying 15 feet on each side of the following described centerline:

Beginning at point "G" of ingress/egress easement branch no. 4; thence N00°16'47"E, 381.20 feet; thence N17°28'01"W, 39.42 feet to the point of ending of branch no. 7.

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SHEET 3 OF 3