

**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 18<sup>th</sup> day of December, 2013, between MJC Somerset Pines LLC, a Michigan limited liability company ("Grantor"), with an address of 46600 Romeo Plank Rd., Ste 5, Macomb MI 48044, and CITY OF ROCHESTER HILLS, a Michigan municipal corporation ("Grantee"), with an address of 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 B 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 vehicles 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 serviced 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. This Agreement is subject to any easements or 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 the prior written consent of Grantee. In the event of any such relocation of the Easement Area, Grantor will, simultaneously with the relocation of the Easement Area, grant of 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 any 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 deliver charges prepaid and properly addressed. For the purposes hereof, the address of the parties, until further notice, shall be as follows:

To Grantor: MJC Somerset Pines LLC  
46600 Romeo Plank Rd., Ste 5  
Macomb MI 48044

To Grantee: Clerk, City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Notice shall be effective upon deliver 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 the 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 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 this Agreement, and all prior or contemporaneous agreements or understandings with respect to the subject matter of this 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 fit 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, nor are any easements for parking, signage, drainage or utilities granted or implied under this Agreement. Grantor shall have the right to temporarily close of 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. This Agreement shall be interpreted under and governed by the laws of the State of Michigan.

9. 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.

[Signatures and Acknowledgments on Following Page]

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.

MJC SOMERSET PINES LLC

By: [Signature]  
Michael Chirco, its Manager

CITY OF ROCHESTER HILLS

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

By: \_\_\_\_\_  
Tina Barton, City Clerk

STATE OF MICHIGAN  
COUNTY OF MACOMB

The foregoing instrument was acknowledged before me this 18th day of December, 2013, by Michael Chirco, Manager of MJC Somerset Pines LLC, a Michigan limited liability company, on behalf of and by authority of the Company.

JANIS A. VOLLBACH  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Sep. 24, 2016  
Acting in the County of MACOMB

[Signature], Notary Public  
State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

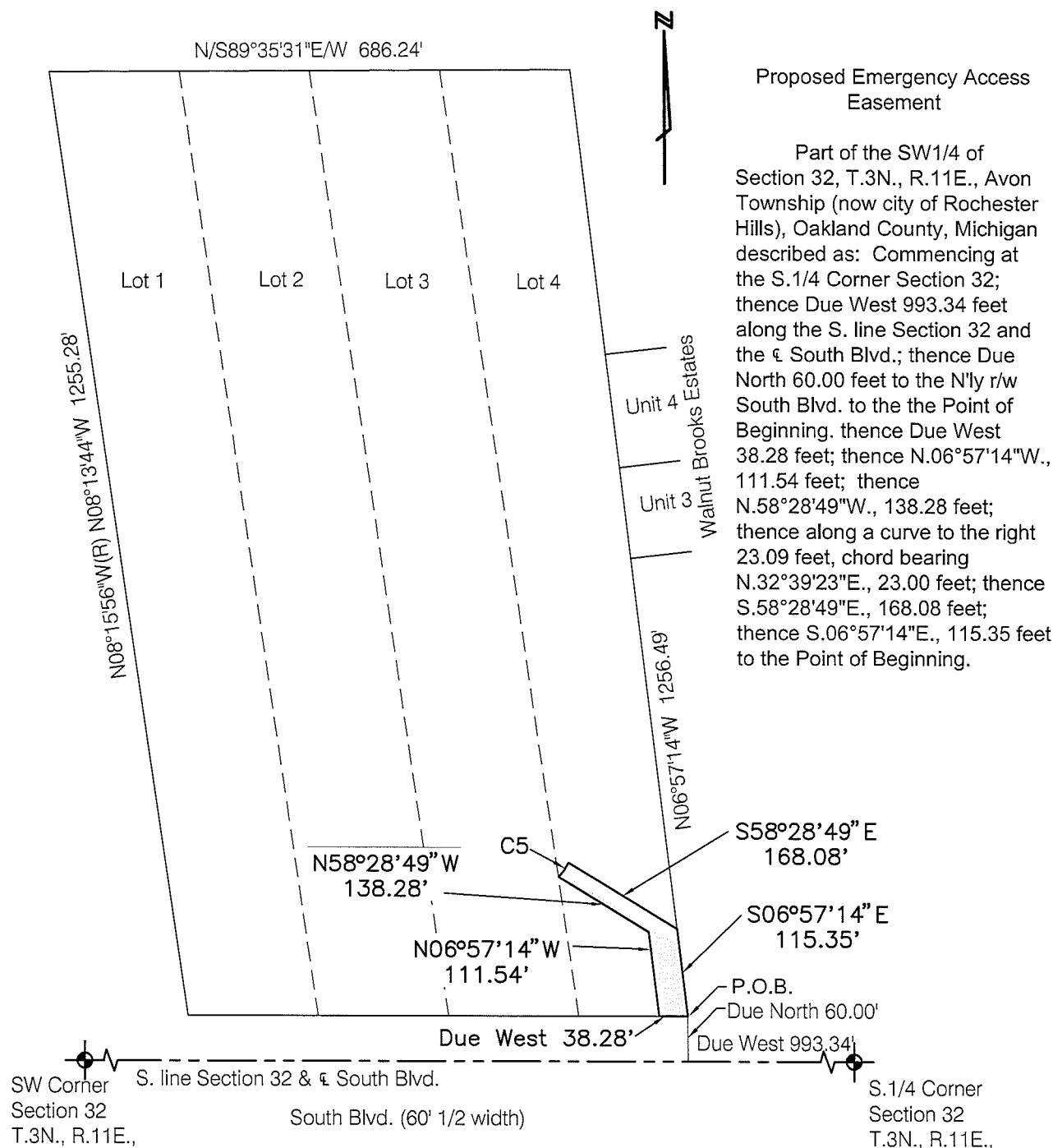
\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Drafted by  
Stephen M. Guerra, Esq.  
Makower Abbate PLLC  
30140 Orchard Lake Road  
Farmington Hills, MI 48334

When recorded, return to:  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

2/18/14 John Staran  
Approved

EXHIBIT 'A'  
Proposed Emergency Access Easement



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	76.50'	23.09'	23.00'	N 32°39'23\"	17°17'43\"

#15-32-300-007, -008, -009  
4-010

PROPERTY DESCRIPTION  
(TOTAL)

LOTS 1, 2, 3, & 4 "S/P OF MESSMORE  
FARMS SUBDIVISION" PART OF THE SW1/4  
SECTION 32, T.3N., R.11E., AVON TOWNSHIP  
(NOW CITY OF ROCHESTER HILLS), OAKLAND  
COUNTY, MICHIGAN L.66, P16 O.C.R.

Mike Taunt  
Approved 2/19/14



Fenn  
&  
Associates, Inc.

Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315  
Phone: 586-254-9577 Fax: 586-254-9020  
www.fennsurveying.com

<b>CLIENT:</b> MJC SOMERSET, LLC			
<b>DATE</b>	<u>12/20/2013</u>	<b>SCALE</b>	<u>1" = 200'</u>
<b>DRAWN</b>	<u>I.B.</u>	<b>CHECK</b>	<u>J.S.R., P.E.</u>
<b>JOB NO.</b>	<u>C12-012.06X</u>	<b>SHEET</b>	<u>1 OF 1</u>

**EXHIBIT B  
THE PROPERTY**

The land which comprises the Condominium Project established by this Master Deed is particularly described as follows:

Land in the City of Rochester Hills, Oakland County, Michigan described as follows:

Lots 1-4, "Supervisor's Plat of Messmore Farms Subdivision" of part of the southwest ¼ of section 32, T. 3 N., R. 11 E, Avon Township (now City of Rochester Hills), Oakland County, Michigan, as recorded in Liber 66 of Plats, Page 16, Oakland County Records, Described As: Commencing at the South ¼ corner of Section 32; thence West 993.34 feet along the South line of said Section 32 and the centerline of South Blvd (120 ft wide); thence North 60.00 feet to the Northerly right-of-way line of South Blvd, the Southeast corner of Lot 4 and the Point of Beginning; thence West 658.68 feet along the Northerly right-of-way line of South Blvd and the South line of Lots 1-4, inclusive; thence North 08°13'44" West (recorded as North 08°15'56" West), 1255.28 feet along the West line of "Supervisor's Plat of Messmore Farms Subdivision" to the Northwest corner of "Supervisor's Plat of Messmore Farms Subdivision"; thence North 89°35'31" East, 686.24 feet along the North line of "Supervisor's Plat of Messmore Farms Subdivision" to the Northeast corner of Lot 4; thence South 06°57'14" East, 1256.49 feet along the East line of Lot 4 to the Point of Beginning;

Containing 19.23 acres of land more or less, subject to easements and restrictions of record.