

## INGRESS AND EGRESS EASEMENT 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 13<sup>th</sup> day of October, 2005 between CURTIS PROPERTIES GROUP, L.L.C., a Michigan limited liability company, whose address is 34244 Woodward, Birmingham, Michigan 48009 ("Grantor"), and the CITY OF ROCHESTER HILLS, a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 ("Grantee"), 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 B 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. 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 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.

OK'd per  
J. Stearns  
10-11-05

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 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: Curtis Properties Group, L.L.C.  
34244 Woodward  
Birmingham, Michigan 48009  
Attention: Anthony Curtis, Sr.

If to Grantee: City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 48309  
Attention: City Engineer

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 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 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, nor are any easements for parking, signage, drainage or utilities granted or implied under this Agreement. Grantor shall have the right to temporarily close off 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.

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

**CURTIS PROPERTIES GROUP, L.L.C.,**  
a Michigan limited liability company

By: 

Its: MANAGER

“Grantor”

**CITY OF ROCHESTER HILLS,**  
a Michigan municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

“Grantee”

[NOTARY ACKNOWLEDGMENT ON NEXT PAGE]

**ACKNOWLEDGMENT**

STATE OF MICHIGAN )  
 )  
COUNTY OF OAKLAND )§  
 )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2005, by JEFFREY CURTIS the MANAGER of Curtis Properties Group, L.L.C., a Michigan limited liability company, on behalf of such limited liability company.

**STELLA D. BESSON**  
Notary Public, Oakland County, MI  
My Commission Expires Oct. 18, 2005

Stella D Besson  
Notary Public, OAKLAND County,  
My commission expires: 10/19/2005

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )§  
 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Rochester Hills, a Michigan municipal corporation, on behalf of such municipal corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County,  
My commission expires:

National City Bank of the Midwest, the mortgagee of the Grantor's Parcel, hereby joins in this Agreement to evidence its consent to and approval of this Agreement and to subordinate its mortgage interest now existing or hereafter obtained, including, but not limited to, that certain Construction Mortgage which was dated September 13, 2005 and recorded on October 17, 2005 in Liber 36442, Page 701-711, Oakland County Records, and that certain Second Mortgage which was dated September 13, 2005 and recorded in Liber 36442, Page 717-727, Oakland County Records, in the Grantor's Parcel, to the terms of this Agreement.

NATIONAL CITY BANK OF THE MIDWEST,  
a national banking association

By: Stanley P. Szasna  
Stanley P. Szasna

Its: Vice President

**ACKNOWLEDGMENT**

STATE OF MICHIGAN )  
 )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 15TH day of OCTOBER, 2005, by Stanley P. Szasna, the Vice President of National City Bank of the Midwest, a national banking association, on behalf of such national banking association.

Colleen C. Johnson  
Notary Public, OAKLAND County,  
My commission expires: 7-14-2011

**COLLEEN C. JOHNSON**  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jul. 14, 2011  
Acting in the County of OAKLAND

Drafted by :  
David J. Jacob, Esq.  
Honigman Miller Schwartz and Cohn LLP  
38500 Woodward, Suite 100  
Bloomfield Hills, MI 48304-5048

When Recorded Return to:  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE GRANTOR'S PROPERTY**

PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3,  
THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 3, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 146.57 FEET;  
THENCE, LEAVING SAID EAST LINE, NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 109.48 FEET TO THE POINT OF BEGINNING;  
THENCE, CONTINUING NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 7.98 FEET TO A POINT ON THE WEST LINE OF ROCHESTER ROAD (120 FOOT RIGHT OF WAY);  
THENCE, ALONG THE SAID WEST LINE, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 276.50 FEET;  
THENCE, LEAVING SAID WEST LINE, NORTH 82 DEGREES 33 MINUTES 47 SECONDS WEST, A DISTANCE OF 74.69 FEET;  
THENCE, NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 590.71 FEET;  
THENCE, SOUTH 76 DEGREES 14 MINUTES 30 SECONDS WEST, A DISTANCE OF 406.29 FEET;  
THENCE, SOUTH 10 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 588.78 FEET;  
THENCE, SOUTH 10 DEGREES 42 MINUTES 30 SECONDS EAST, A DISTANCE OF 95.65 FEET;  
THENCE, SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 231.79 FEET;  
THENCE, SOUTH 34 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 28.10 FEET;  
THENCE, SOUTH 00 DEGREES 08 MINUTES 43 SECONDS EAST, A DISTANCE OF 30.71 FEET;  
THENCE, NORTH 86 DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 60.08 FEET;  
THENCE, NORTH 00 DEGREES 08 MINUTES 43 SECONDS WEST, A DISTANCE OF 129.59 FEET;  
THENCE, NORTH 89 DEGREES 46 MINUTES 52 SECONDS EAST, A DISTANCE OF 129.59 FEET;  
THENCE, SOUTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.60 FEET;  
THENCE, SOUTH 89 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 39.05 FEET;  
THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 12.05 FEET;  
THENCE, SOUTH 89 DEGREES 45 MINUTES 22 SECONDS EAST, A DISTANCE OF 167.68 FEET TO THE WEST LINE OF ROCHESTER ROAD (120 FOOT RIGHT OF WAY);  
THENCE, NORTH 86 DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 4.08 FEET TO THE POINT OF BEGINNING.

CONTAINING ±424,789 SQUARE FEET OR ±9.752 ACRES. SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

Tax Parcel No: 15-03-477-03.5

APPROVED *DEE*  
*M. [Signature]*  
ROCHESTER HILLS  
ENGINEERING DEPT.  
04-10-2006

EXHIBIT B

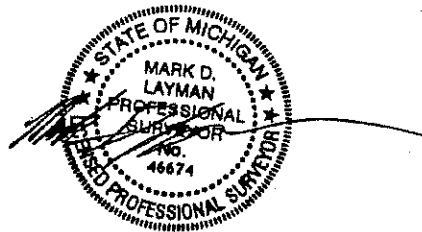
LEGAL DESCRIPTION AND DEPICTION OF THE EASEMENT AREA


**LEGAL DESCRIPTION FOR PARCEL A (AS PROVIDED BY CLIENT)**  
 PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:  
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3,  
 THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 240.53 FEET;  
 THENCE, LEAVING SAID EAST LINE, NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST LINE OF ROCHESTER ROAD (135' RIGHT OF WAY) SAME BEING THE POINT OF BEGINNING;  
 THENCE, ALONG SAID WEST LINE, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 285.48 FEET;  
 THENCE, LEAVING SAID WEST LINE, NORTH 82 DEGREES 33 MINUTES 47 SECONDS WEST, A DISTANCE OF 59.56 FEET;  
 THENCE, NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 590.71 FEET;  
 THENCE, SOUTH 76 DEGREES 14 MINUTES 30 SECONDS WEST, A DISTANCE OF 406.29 FEET;  
 THENCE, SOUTH 10 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 588.78 FEET;  
 THENCE, SOUTH 10 DEGREES 42 MINUTES 30 SECONDS EAST, A DISTANCE OF 95.65 FEET;  
 THENCE, SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 231.79 FEET;  
 THENCE, SOUTH 34 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 28.10 FEET;  
 THENCE, SOUTH 00 DEGREES 08 MINUTES 43 SECONDS EAST, A DISTANCE OF 30.71 FEET;  
 THENCE, NORTH 86 DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 60.08 FEET;  
 THENCE, NORTH 00 DEGREES 08 MINUTES 43 SECONDS WEST, A DISTANCE OF 59.60 FEET;  
 THENCE, NORTH 89 DEGREES 46 MINUTES 52 SECONDS EAST, A DISTANCE OF 129.59 FEET;  
 THENCE, SOUTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.60 FEET;  
 THENCE, SOUTH 89 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 39.05 FEET;  
 THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 12.05 FEET;  
 THENCE, SOUTH 89 DEGREES 45 MINUTES 22 SECONDS EAST, A DISTANCE OF 152.68 FEET TO THE POINT OF BEGINNING. CONTAINING 420,506± SQUARE FEET OR 9.654± ACRES OF LAND.  
 SUBJECT TO ANY EASEMENTS AND RIGHTS OF WAY OF RECORDS.

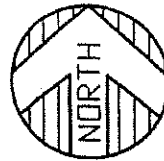
**INGRESS/EGRESS EASEMENT**

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:  
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3,  
 THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 240.53 FEET;  
 THENCE, LEAVING SAID EAST LINE, NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST LINE OF ROCHESTER ROAD (135' RIGHT OF WAY);  
 THENCE, ALONG SAID WEST LINE, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 285.48 FEET;  
 THENCE, LEAVING SAID WEST LINE, NORTH 82 DEGREES 33 MINUTES 47 SECONDS WEST, A DISTANCE OF 59.56 FEET;  
 THENCE, NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 590.71 FEET;  
 THENCE, SOUTH 76 DEGREES 14 MINUTES 30 SECONDS WEST, A DISTANCE OF 72.91 FEET TO THE POINT OF BEGINNING;  
 THENCE, SOUTH 30 DEGREES 42 MINUTES 30 SECONDS EAST, A DISTANCE OF 1.30 FEET;  
 THENCE, ALONG A CURVE TO THE LEFT, HAVING A LENGTH OF 19.95 FEET, A RADIUS OF 29.50 FEET, A CENTRAL ANGLE OF 38 DEGREES 45 MINUTES 14 SECONDS, AND A LONG CHORD WHICH BEARS SOUTH 50 DEGREES 05 MINUTES 06 SECONDS EAST, A DISTANCE OF 19.58 FEET;  
 THENCE, ALONG A CURVE TO THE RIGHT, HAVING A LENGTH OF 283.40 FEET, A RADIUS OF 57.50 FEET, A CENTRAL ANGLE OF 282 DEGREES 23 MINUTES 21 SECONDS, AND A LONG CHORD WHICH BEARS SOUTH 71 DEGREES 43 MINUTES 58 SECONDS WEST, A DISTANCE OF 72.07 FEET;  
 THENCE, ALONG A CURVE TO THE LEFT, HAVING A LENGTH OF 27.85 FEET, A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 22 DEGREES 57 MINUTES 45 SECONDS, AND A LONG CHORD WHICH BEARS NORTH 21 DEGREES 11 MINUTES 51 SECONDS EAST, A DISTANCE OF 27.67 FEET;  
 THENCE, NORTH 76 DEGREES 14 MINUTES 30 SECONDS EAST, A DISTANCE OF 44.02 FEET TO THE POINT OF BEGINNING.

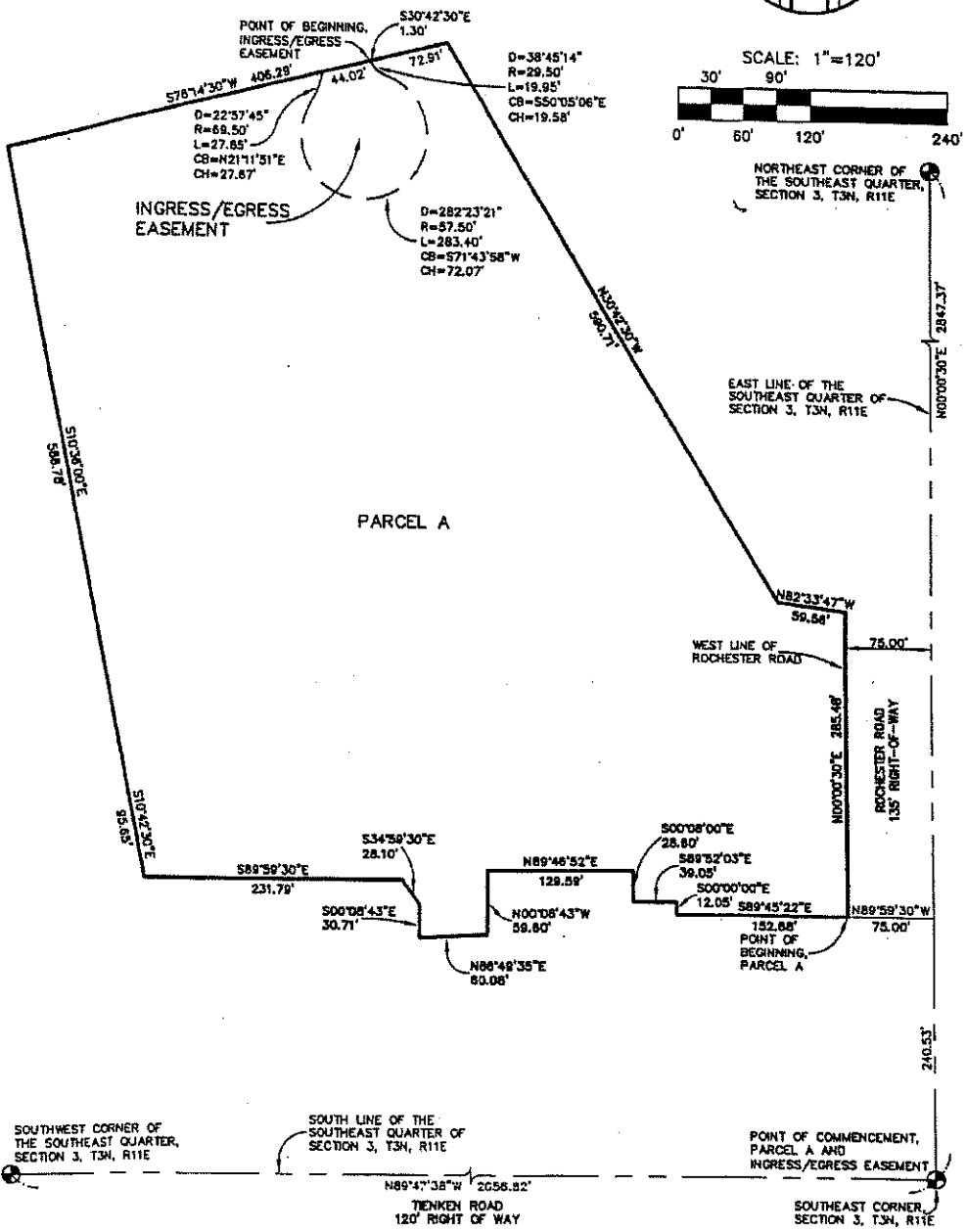
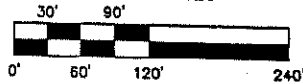
APPROVED *DESC*  
*M. [Signature]*  
 ROCHESTER HILLS  
 ENGINEERING DEPT.  
 04-10-2006



 <b>KEM-TEC &amp; ASSOCIATES</b> 22556 GRATIOT AVE. EASTPONTE, MI 48021 (586)772-2222 * FAX (586)772-4048	
CERTIFIED TO: CURTIS PROPERTIES GROUP, L.L.C.	
FIELD SURVEY:	DATE: APRIL 20, 2005
DRAWN BY: NM	SHEET: 1 OF 2
SCALE:	JOB NO. 05-08932



SCALE: 1"=120'



APPROVED *PEX*  
*M. Carr*  
ROCHESTER HILLS  
ENGINEERING DEPT.  
04-10-2006



**KEM-TEC & ASSOCIATES**  
22556 GRATIOT AVE. EASTPOINTE, MI 48021  
(586)772-2222 \* FAX (586)772-4048

CERTIFIED TO: CURTIS PROPERTIES GROUP, L.L.C.	
FIELD SURVEY:	DATE: APRIL 20, 2005
DRAWN BY: NM	SHEET: 2 OF 2
SCALE: 1" = 120'	JOB NO. 05-08932