

**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 17th day of MARCH, 2015 between MJC Harvard Place LLC, a Michigan limited liability company, whose address is 46600 Romeo Plank Road, Suite 5, Macomb, MI 48044 ("Grantor"), and the CITY OF ROCHESTER HILLS, whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 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 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 acknowledge, 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 of 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 insure 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 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:                   MJC Harvard Place LLC  
46600 Romeo Plank Road, Suite 5  
Macomb, MI 48044

If to Grantee:                   City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 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 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, 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 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 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, of any association among the parties to this Agreement.

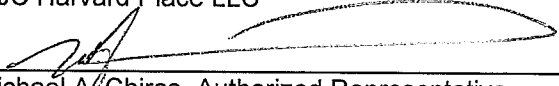
Grantor and Grantee have executed this Ingress and Egress Private Road Easement Agreement for Public and Emergency Vehicles as of the date first above written.

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

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

**"DEVELOPER"**

MJC Harvard Place LLC



Michael A. Chirco, Authorized Representative

STATE OF MICHIGAN  
COUNTY OF ~~OAKLAND~~ *MACOMB*

This agreement was acknowledge before me on 17<sup>th</sup> day of MARCH, 2015, by Michael A. Chirco, Authorized Representative of MJC Harvard Place LLC on behalf of the company.

Barbara A. Klonke Notary Public

BARBARA A. KLONKE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Jun 23, 2019  
COUNTY OF *MACOMB*

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

CITY OF ROCHESTER HILLS

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

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

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledge before me on \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ who are the Mayor and City Clerk of the City of Rochester Hills on behalf of the city.

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

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

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

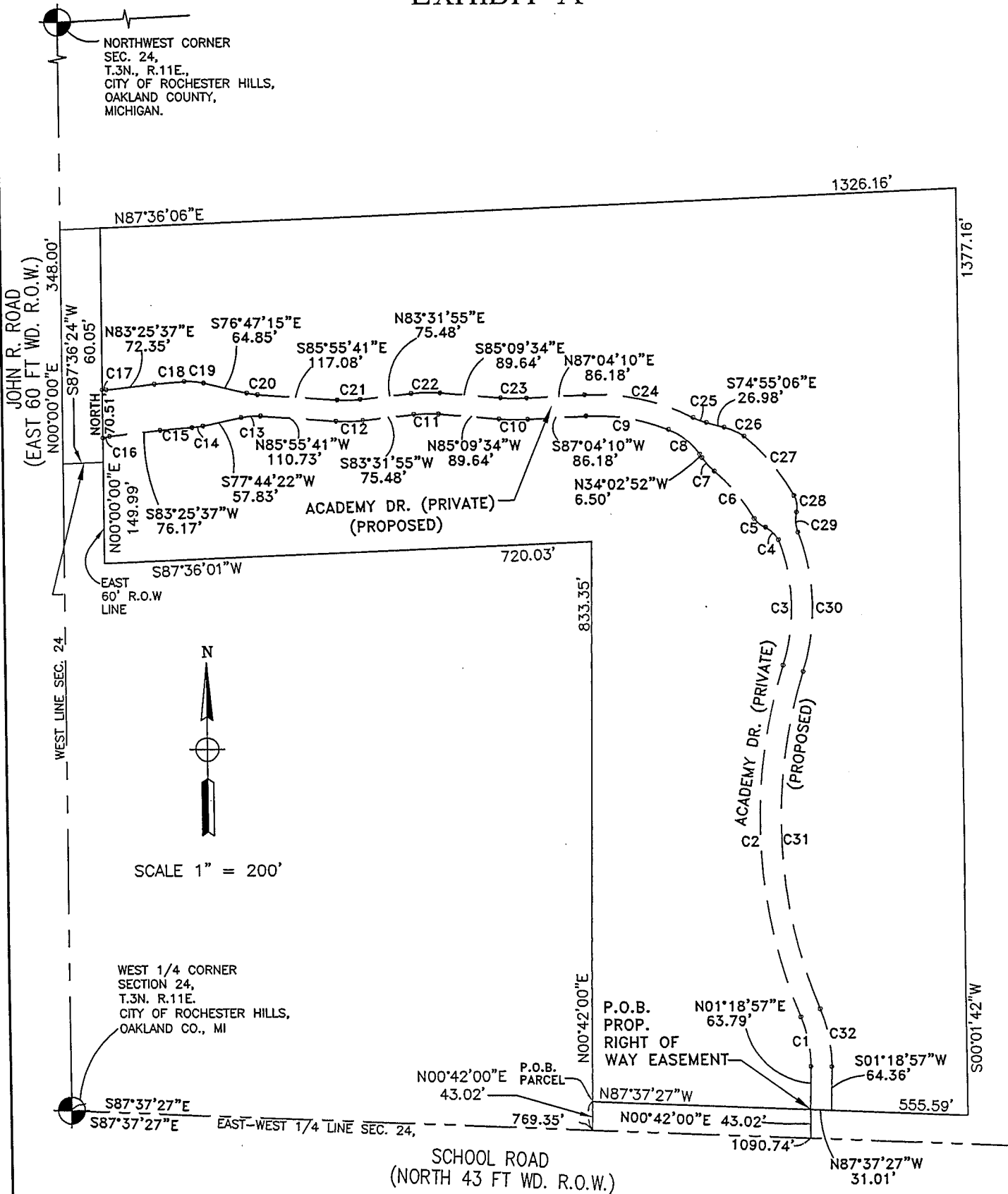
Drafted By:  
*Shamik Tripathi*  
*Land Develop Consulting Serv, INC*  
*46600 Romeo Plank Rd, Ste 2*  
*Macomb, MI 48044*

*John Staran*  
*App'd - 3/30/15*

# PROPOSED ROAD EASEMENT

PART OF THE NORTHWEST 1/4 OF SECTION 24, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN.

## EXHIBIT 'A'



*Mike Tawnt*  
Approved 2/12/16

DRAWING NO.  
1 OF 3

<p>HARVARD PLACE RIGHT-OF-WAY EASEMENT- EXHIBIT 'A' CLIENT: MJC HARVARD PLACE LLC</p>	<p><b>LD</b> LAND DEVELOPMENT CONSULTING SERVICES, INC. 46600 ROMEO PLANK, SUITE 2 MACOMB, MI 48044 PHONE: (586)868-2350 FAX: (586)868-2351</p>
<p>SCALE: 1" = 200'</p>	<p>DATE: 3-6-15 DRAWN BY: PWK LDCS # 11-002</p>

# PROPOSED ROAD EASEMENT

PART OF THE NORTHWEST 1/4 OF SECTION 24, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN.

## EXHIBIT "A"

### PROPOSED RIGHT-OF-WAY EASEMENT:

PART OF THE NW 1/4 OF SECTION 24, T. 3N., R. 11E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF SCHOOL ROAD (86 FEET WIDE), SAID POINT BEING DISANT S87°37'27"E 1090.74 FEET, ALONG THE EAST-WEST 1/4 LINE OF SECTION 24, SAID LINE ALSO BEING THE CENTERLINE OF SAID SCHOOL ROAD, AND N00°42'00"E 43.02 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 24;  
THENCE N01°18'57"E 63.79 FEET;  
THENCE 75.41' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 184.50', A DELTA ANGLE OF 23°25'10", AND A CHORD BEARING N10°23'38"W 74.89';  
THENCE 533.99' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 765.50', A DELTA ANGLE OF 39°58'04", AND A CHORD BEARING N02°07'11"W 523.23';  
THENCE 190.96' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 284.50', A DELTA ANGLE OF 38°27'31", AND A CHORD BEARING N01°21'53"W 187.40';  
THENCE 26.58' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00', A DELTA ANGLE OF 30°27'38", AND A CHORD BEARING N45°24'51"W 26.27';  
THENCE 21.60' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 34.00', A DELTA ANGLE OF 36°24'08", AND A CHORD BEARING N51°14'47"W 21.24';  
THENCE 91.19' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 266.00', A DELTA ANGLE OF 19°38'28", AND A CHORD BEARING N39°31'24"W 90.74';  
THENCE 26.70' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00', A DELTA ANGLE OF 15°17'52", AND A CHORD BEARING N41°41'45"W 26.62';  
THENCE N34°02'52"W 6.50 FEET;  
THENCE 59.26' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00', A DELTA ANGLE OF 33°57'20", AND A CHORD BEARING N51°01'35"W 58.40';  
THENCE 123.77' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 284.50', A DELTA ANGLE OF 24°55'30", AND A CHORD BEARING N80°28'04"W 122.79';  
THENCE S87°04'10"W 86.18 FEET;  
THENCE 42.79' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 315.50', A DELTA ANGLE OF 07°46'17", AND A CHORD BEARING N89°02'42"W 42.76';  
THENCE N85°09'34"W 89.64 FEET;  
THENCE 36.41' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 184.50', A DELTA ANGLE OF 11°18'26", AND A CHORD BEARING S89°10'06"W 36.35';  
THENCE S83°31'55"W 75.48 FEET;  
THENCE 39.65' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 215.50', A DELTA ANGLE OF 10°32'27", AND A CHORD BEARING S88°48'07"W 39.59';  
THENCE N85°55'41"W 110.73 FEET;  
THENCE 28.50' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00', A DELTA ANGLE OF 16°19'43", AND A CHORD BEARING S85°54'14"W 28.40';  
THENCE S77°44'22"W 57.83 FEET;  
THENCE 16.54' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00', A DELTA ANGLE OF 09°28'34", AND A CHORD BEARING S82°28'43"W 16.52';  
THENCE 47.37' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 716.00', A DELTA ANGLE OF 03°47'26", AND A CHORD BEARING S85°19'20"W 47.36';  
THENCE S83°25'37"W 76.17 FEET;  
THENCE 10.40' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00', A DELTA ANGLE OF 17°01'19", AND A CHORD BEARING S74°54'56"W 10.36';  
THENCE NORTH 70.51 FEET;  
THENCE 6.03' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00', A DELTA ANGLE OF 09°52'10", AND A CHORD BEARING N88°18'43"E 6.02';  
THENCE N83°25'37"E 72.35 FEET;  
THENCE 44.74' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 784.00', A DELTA ANGLE OF 03°16'10", AND A CHORD BEARING N85°03'43"E 44.73';  
THENCE 28.83' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00', A DELTA ANGLE OF 16°31'06", AND A CHORD BEARING S85°02'43"E 28.73';  
THENCE S76°47'15"E 64.85 FEET;  
THENCE 15.96' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00', A DELTA ANGLE 09°08'34", AND A CHORD BEARING S81°21'28"E 15.94';  
THENCE S85°55'41"E 117.08 FEET;  
THENCE 33.94' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 184.50', A DELTA ANGLE OF 10°32'22", AND A CHORD BEARING N88°48'07"E 33.89';  
THENCE N83°31'55"E 75.48 FEET;  
THENCE 42.53' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 215.15', A DELTA ANGLE OF 11°19'33", AND A CHORD BEARING N89°11'10"E 42.46';  
THENCE S85°09'34"E 89.64 FEET;  
THENCE 38.59' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 284.50', A DELTA ANGLE 07°46'18", AND A CHORD BEARING S89°02'42"E 38.56';  
THENCE N87°04'10"E 86.18 FEET;  
THENCE 164.73' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 315.50', A DELTA ANGLE OF 29°54'59", AND A CHORD BEARING S77°58'21"E 162.87';  
THENCE 20.78' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00', A DELTA ANGLE OF 11°54'16", AND A CHORD BEARING S68°57'59"E 20.74';  
THENCE S74°55'06"E 26.98 FEET;  
THENCE 32.07' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00', A DELTA ANGLE OF 18°22'23", AND A CHORD BEARING S65°23'10"E 31.93';  
THENCE 114.50' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 334.00', A DELTA ANGLE OF 19°38'30", AND A CHORD BEARING S39°31'24"E 113.94';  
THENCE 25.84' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 34.00', A DELTA ANGLE OF 43°32'24", AND A CHORD BEARING S07°55'57"E 25.22';  
THENCE 30.05' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00', A DELTA ANGLE OF 34°26'06", AND A CHORD BEARING S03°22'40"E 29.60';  
THENCE 211.76' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 315.50', A DELTA ANGLE OF 38°27'24", AND A CHORD BEARING S01°21'53"E 207.81';  
THENCE 512.37' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 734.50', A DELTA ANGLE OF 39°58'04", AND A CHORD BEARING S02°07'11"E 502.04';  
THENCE 88.08' ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 215.50', A DELTA ANGLE OF 23°25'07", AND A CHORD BEARING S10°23'38"E 87.47';  
THENCE S01°18'57"W 64.36 FEET; THENCE N87°37'27"W 31.01 FEET; TO THE POINT OF BEGINNING.

DRAWING NO.  
2 OF 3

REV. 2/03/16

HARVARD PLACE  
RIGHT-OF-WAY EASEMENT- EXHIBIT 'B'  
CLIENT: MJC HARVARD PLACE LLC



LAND DEVELOPMENT CONSULTING SERVICES, INC.  
46600 ROMEO PLANK, SUITE 2  
MACOMB, MI 48044  
PHONE: (586)868-2350  
FAX: (586)868-2351

SCALE: 1" = 200'

DATE: 3-6-15

DRAWN BY: PWK

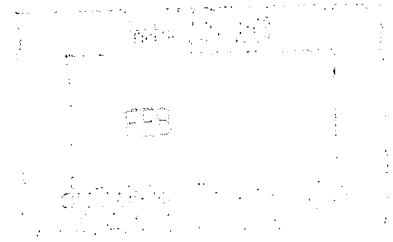
LDCS # 11-002

# PROPOSED ROAD EASEMENT

PART OF THE NORTHWEST 1/4 OF SECTION 24, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN.

## EXHIBIT "A"

CURVE TABLE (DISTANCES IN FEET)											
CURVE #	ARC	RADIUS	CHD. BEARING	CHD. LENGTH	DELTA	CURVE #	ARC	RADIUS	CHD. BEARING	CHD. LENGTH	DELTA
C1	75.41	184.50	N10°23'38"W	74.89	23°25'10"	C17	6.03	35.00	N88°18'43"E	6.02	09°52'10"
C2	533.99	765.50	N02°07'11"W	523.23	39°58'04"	C18	44.74	784.00	N85°03'43"E	44.73	03°16'10"
C3	190.96	284.50	N01°21'53"W	187.40	38°27'31"	C19	28.83	100.00	S85°02'43"E	28.73	16°31'06"
C4	26.58	50.00	N45°24'51"W	26.27	30°27'38"	C20	15.96	100.00	S81°21'28"E	15.94	09°08'34"
C5	21.60	34.00	N51°14'47"W	21.24	36°24'08"	C21	33.94	184.50	N88°48'07"E	33.89	10°32'22"
C6	91.19	266.00	N39°31'24"W	90.74	19°38'28"	C22	42.53	215.15	N89°11'10"E	42.46	11°19'33"
C7	26.70	100.00	N41°41'45"W	26.62	15°17'52"	C23	38.59	284.50	S89°02'42"E	38.56	07°46'18"
C8	59.26	100.00	N51°01'35"W	58.40	33°57'20"	C24	164.73	315.50	S77°58'21"E	162.87	29°54'59"
C9	123.77	284.50	N80°28'04"W	122.79	24°55'30"	C25	20.78	100.00	S68°57'59"E	20.74	11°54'16"
C10	42.79	315.50	N89°02'42"W	42.76	07°46'17"	C26	32.07	100.00	S65°23'10"E	31.93	18°22'23"
C11	36.41	184.50	S89°11'10"W	36.36	11°18'26"	C27	114.50	334.00	S39°31'24"E	113.94	19°38'30"
C12	39.65	215.50	S88°48'07"W	39.59	10°32'27"	C28	25.84	34.00	S07°55'57"E	25.22	43°32'24"
C13	28.51	100.00	S85°54'14"W	28.41	16°19'43"	C29	30.05	50.00	S03°22'40"E	29.60	34°24'06"
C14	16.54	100.00	S82°28'43"W	16.52	09°28'34"	C30	211.76	315.50	S01°21'53"E	207.81	38°27'24"
C15	47.37	716.00	S85°19'20"W	47.36	03°47'26"	C31	512.37	734.50	S02°07'11"E	502.04	39°58'04"
C16	10.40	35.00	S74°54'56"W	10.36	17°01'19"	C32	88.08	215.50	S10°23'38"E	87.47	23°25'07"



REV. 2/03/16

DRAWING NO.  
3 OF 3

HARVARD PLACE  
RIGHT-OF-WAY EASEMENT- EXHIBIT 'B'  
CLIENT: MJC HARVARD PLACE LLC



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PHONE: (586)868-2350  
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