

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 16th day of April, 2006 between Legacy Rochester Hills Site Condominium Development, LLC, a Michigan limited liability company, whose address is 1683 West Hamlin Road, Michigan 48309 ("Grantor") and the CITY OF 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 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

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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 addresses of the parties, until further notice, shall be as follows:

If to Grantor:	Legacy Rochester Hills Site Condominium Development, LLC 1683 West Hamlin Road Rochester Hills, MI 48309
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 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.

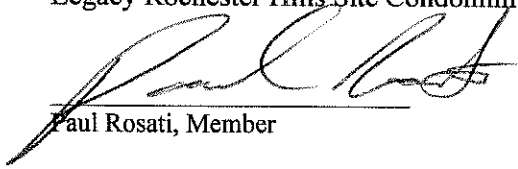
9. Nothing contained in this Agreement nor any acts of the parties performed pursuant to this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association among the parties to this Agreement.

Grantor and Grantee have executed this Ingress and Egress 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.

"DEVELOPER"

Legacy Rochester Hills Site Condominium Development, LLC.


Paul Rosati, Member

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on April 16, 2007, by Paul Rosati, Member of Legacy Rochester Hills Site Condominium Development, LLC on behalf of the Developer.

Sharon Anne Pare'
Notary Public of Michigan
Macomb County
Expires 03/09/2012
Acting in the County of Oakland

Sharon Anne Pare', notary public,
Sharon Anne Pare'
Macomb County, Michigan

My commission expires: March 9, 2012

CITY OF ROCHESTER HILLS

BY: _____
Mayor

BY: _____
Clerk

STATE OF MICHIGAN
COUNTY OF _____

This agreement was acknowledged before me on _____, 2007, by _____ 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:
Erich J. D'Andrea, Esq.
Erich J. D'Andrea, P.C.
7290 Salem Road
Plymouth, MI 48170

EXHIBIT A PRIVATE ROAD EASEMENT



(LIBER 154, PAGE 14-15)
 LOT 46 LOT 47 LOT 48 LOT 49
 S 87°08'51" W 330.00'

FIELDCREST
(LIBER 80, PAGE 4)

LOT 4

FIELDCREST COURT

R=51.00
L=36.85
Δ=41°24'01"
Chd Brg=N.07°57'27"E.
Chd=36.05

LOT 3

R=260.00
L=46.35
Δ=10°12'54"
Chd Brg=N.07°38'07"W.
Chd=46.29

R=51.00
L=45.49
Δ=51°06'14"
Chd Brg=S.34°52'13"E.
Chd=44.00

R=200.00
L=23.70
Δ=6°47'26"
Chd Brg=S.05°55'23"E.
Chd=23.69

R=63.00
L=295.87
Δ=269°04'47"
Chd Brg=S.74°07'04"W.
Chd=89.81

PR. PRIVATE ROAD EASEMENT

S 02°31'40" E
288.23

N 02°31'40" W
287.89

P.O.B. ROAD EASEMENT

60' R.O.W. LINE

N 87°09'24" E
60.00

N 02°31'40" W
60.00

N 87°09'24" E
800.00

N 87°09'24" E 330.00'
HAMLIN ROAD

S.W. CORNER
SECTION 22
T.3 N., R.11 E.

665.00'

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LEGAL DESCRIPTION - PARCEL

PART OF THE S.W. 1/4 OF SECTION 22, T.3N., R.11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N.87°09'24"E., 665.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 22 AND THE CENTERLINE OF HAMLIN ROAD (RIGHT OF WAY VARIES), FROM THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE N.02°31'40"W., 659.65 FEET; THENCE N.87°08'51"E., 330.00 FEET IN PART ALONG THE SOUTH LINE OF "AVON HILLS VILLAGE", PART OF THE S.W. 1/4 OF SECTION 22, T.3 N., R. 11 E., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 154, PAGE 14-15, O.C.R.; THENCE S.02°31'40"E., 659.70 FEET IN PART ALONG THE WEST LINE OF "FIELDCREST", A SUBDIVISION OF PART OF THE S.W. 1/4 OF SECTION 22, T.3 N., R.11 E., AVON TWP., OAKLAND CO., MICHIGAN AS RECORDED IN LIBER 80, PAGE 4, O.C.R., TO SAID CENTERLINE OF HAMLIN ROAD; THENCE S.87°09'24"W., 330.00 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. CONTAINING 217,689 SQUARE FEET OR 4.998 ACRES AND SUBJECT TO THE RIGHTS OF THE PUBLIC ON HAMLIN ROAD AND ANY EASEMENTS OR RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION - PRIVATE ROAD EASEMENT

A PRIVATE ROAD EASEMENT, DESCRIBED AS BEING PART OF THE S.W. 1/4 OF SECTION 22, T.3N., R.11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N.87°09'24"E., 800.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 22 AND THE CENTERLINE OF HAMLIN ROAD (RIGHT OF WAY VARIES) AND N.02°31'40"W., 60.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE N.87°09'24"E., 60.00 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID HAMLIN ROAD; THENCE N.02°31'40"W., 287.89 FEET; THENCE 46.35 FEET ALONG THE ARC OF CURVE TO THE LEFT (RADIUS 260.00 FEET, DELTA 10°12'54", LONG CHORD BEARS N.07°38'07"W., 46.29 FEET); THENCE 36.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 51.00 FEET, DELTA 41°24'01", LONG CHORD BEARS N.07°57'27"E., 36.05 FEET); THENCE 295.87 FEET ALONG THE ARC TO THE LEFT (RADIUS 63.00 FEET, DELTA 269°04'47", LONG CHORD BEARS S.74°07'04"W., 89.81 FEET); THENCE 45.59 FEET ALONG THE ARC OF CURVE TO THE RIGHT (RADIUS 51.00 FEET, DELTA 51°06'14", LONG CHORD BEARS S.34°52'13"E., 44.00 FEET); THENCE 23.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 200.00 FEET, DELTA 6°47'26", LONG CHORD BEARS S.05°55'23"E., 23.69 FEET); THENCE S.02°31'40"E., 288.23 FEET TO THE POINT OF BEGINNING.

<p>TITLE LEGACY CONDOMINIUMS PRIVATE ROAD EASE.</p>	<p>RICHMOND ENGINEERING INC. ENGINEERING PLANNING SURVEYING 11371 FENTON RD. FENTON, MI 48430 PHONE: (810)714-9172 FAX: (248)332-9254</p>	<p>DRAWN BY: DAVE R. SCALE: 1" = 100' DATE: AUGUST 23, 2006 JOB No. 05-124 SHEET No. 1</p>
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