

PEDESTRIAN/SIDEWALK EASEMENT
BETWEEN
CHIEF FINANCIAL FEDERAL CREDIT UNION
AND
CITY OF ROCHESTER HILLS, MICHIGAN

This Agreement (the Agreement) is entered into as of December 9, 2021 between Chief Financial Federal Credit Union of 20 South Main Street, Rochester, Michigan (Party A), and the City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan (Party B), on the terms and conditions set forth below.

RECITALS

- A. Chief Financial Federal Credit Union is the owner of certain real estate located in the City of Rochester Hills, Oakland County, Michigan (the "Property").
- B. That Chief Financial Credit Union is required to install certain pedestrian and related improvements (the "Facilities") on the Property.
- C. Party B has requested, and Party A desires to grant Party B an easement to operate and maintain said facilities and for Party A to dedicate and convey the Facilities to Party B.

NOW THEREFORE, in consideration of the premises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Easement and Dedication.**

(a) Party A hereby grants to Party B, its agents, employees and contractors, a perpetual, non-exclusive easement legally described and depicted in the attached Exhibit A (the "Pedestrian Easement Area") for the alteration, operation, grading, maintenance, repair, replacement and removal of the Facilities. Additionally, Party A hereby grants to Party B, its agents, employees and contractors, such rights of ingress and egress over the Property as are reasonably necessary for access to the Pedestrian Easement Area and use of the Easement granted hereby. By their respective signatures, Party A hereby dedicates the Facilities to Party B and Party B hereby assumes and accepts dedication of the Facilities.

2. **Encumbrances.** This grant of Easement is subject to all easements, zoning laws and ordinances, building, use, occupancy and other restrictions, rights-of-way and encumbrances affecting the Pedestrian Easement Area. Party B acknowledges that Party A may grant other easements and encumbrances over and within the Pedestrian Easement Area provided that such other easements and encumbrances do not unreasonably interfere with the Easements granted hereby.
3. **Reservation of Rights.** Party A reserves for itself and its successors and assigns, the right to use the Easement Area for drives, parking and access to Party A's Property and for any other purpose which would not unreasonably interfere with the uses permitted to Party B hereunder, including, without limitation, landscaping, installation of signs, construction of access roads and driveways, curbing, curb cuts, paved parking areas and related improvements; provided, however, that no buildings shall be constructed within the Easement Area without the prior written consent of Party B.
4. **Manner of Work; Restoration.** Party A agrees to initially construct and install improvements within the Pedestrian Easement Area at its sole cost and expense. To the same extent as other city sidewalks, and except to the extent City Ordinance places responsibility on Party A, Party B agrees to perform any maintenance, repair, replacement, or removal of, or other work within the Pedestrian Easement Area at Party B's sole cost and expense, in an expeditious and workmanlike manner so as to minimize interference with the use of the Pedestrian Easement Area, and the conduct of business thereon, by Party A or Party A's lessees, successors or assigns. Except for emergency situations, Party B specifically agrees that it will not at any time block, close or otherwise materially interfere with any access drives serving the Property owned by Party A. Promptly after completing activity within the Pedestrian Easement

Area, Party B will at its sole expense restore the Pedestrian Easement Area, and any improvements including driveways, roads, pavement, curbs, grading and landscaping, to substantially the same condition as existed immediately prior to the commencement of the activity. Grantee further agrees that no vegetation will be cut down or removed from the Pedestrian Easement Area, including any tree cutting or trimming, without the prior consent of Party A.

5. **Insurance.** Party B agrees to obtain liability insurance coverage in relation to any incidents or occurrences which transpire on said easement. Party B will agree to provide evidence of said insurance company upon demand.
6. **Buried Utility Lines.** Prior to beginning any work in the Pedestrian Easement Area, the parties shall use commercially reasonable efforts to contact the appropriate parties to determine the location of any existing buried utility lines located within the Pedestrian Easement Area in order to avoid damage to said lines.
7. **Construction Liens.** Party B shall not cause any construction lien to be filed against Party A's Property. In the event such a lien is so filed, Party B shall cause the same to be bonded over or discharged of record within thirty (30) days after receipt of written notice from Party A of such filing.
8. **Notices.** Notices delivered personally or sent by certified mail, return receipt requested, to Party A or Party B at the addresses stated above, or such alternate address as provided herein, shall be sufficient notice. Notices shall be deemed delivered upon receipt or refusal of receipt.
9. **Successors and Assigns.** This Easement shall run with the land, be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns and the owners and occupants of Party A's Property.
10. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of this Easement.
11. **Severability.** The invalidity or unenforceability of any provision of this Easement shall not affect or impair the validity or enforceability of any other provision or term hereof.
12. **Applicable Law.** This Easement shall be construed in accordance with the laws of the State of Michigan.

13. **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of Party B. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
14. **Counterparts.** This Easement may be executed in counterparts, each of which shall be considered one and the same agreement, binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

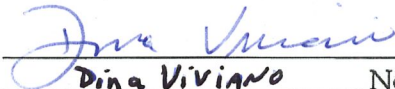
PARTY A:
CHIEF FINANCIAL FEDERAL CREDIT UNION



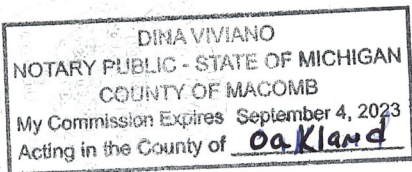
By: THOMAS DLUZEN
 Its: CHIEF EXECUTIVE OFFICER

STATE OF MICHIGAN)
 COUNTY OF Oakland)^S

Subscribed and sworn before me this 9th day of December, 2021.



Dina Viviano Notary Public
Macomb County, Michigan *Acting in Oakland*
 My Commission Expires: 9/4/23



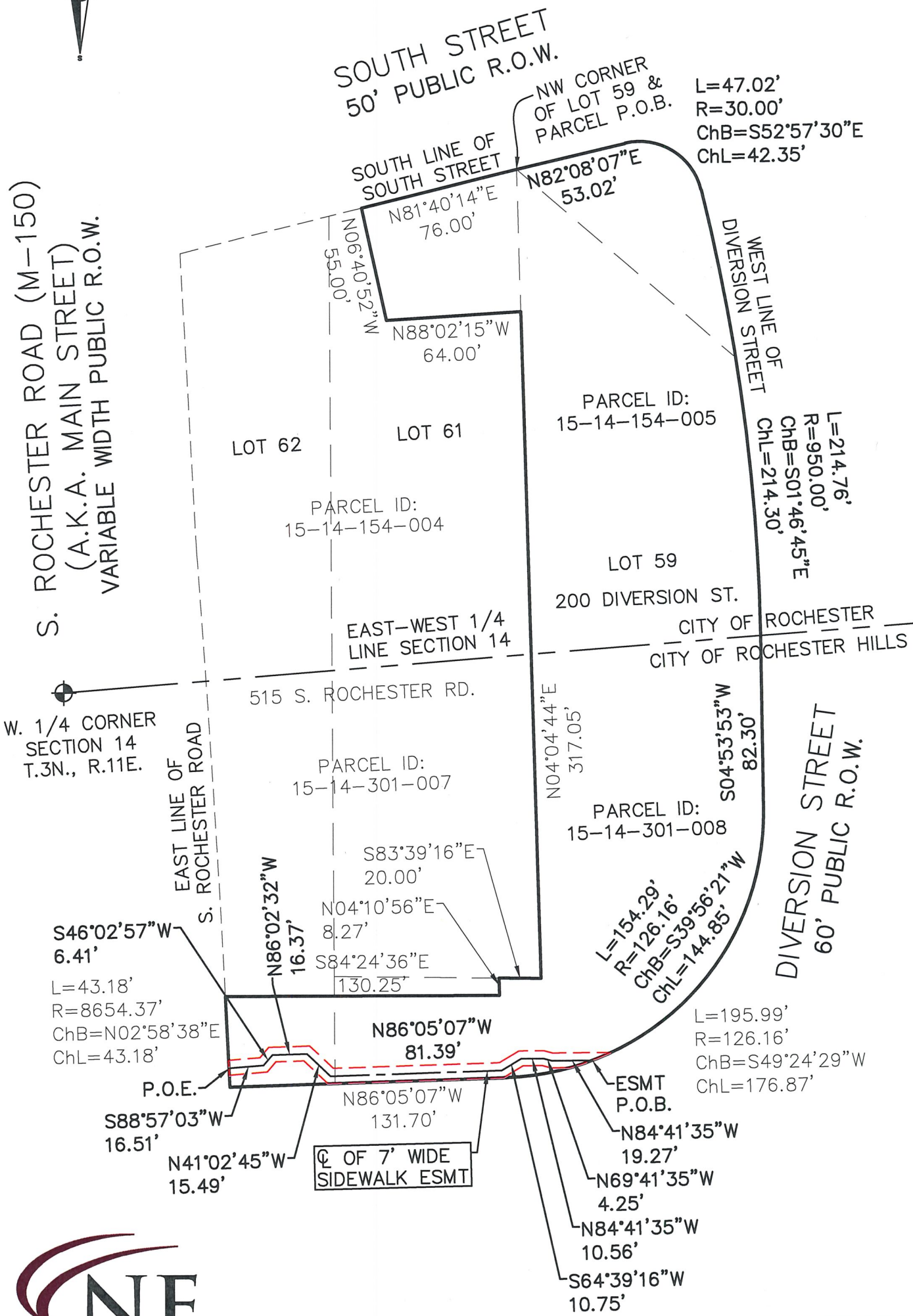
PARTY B:
CITY OF ROCHESTER HILLS, MICHIGAN

By: BRYAN K. BARNETT
 Its: MAYOR

*John Staran
 Approved 1/24/22*

EXHIBIT A PEDESTRIAN EASEMENT AREA

SKETCH



NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

Exhibit Approved
Jm
01/14/2022 9:36:55 AM

REVISED: 01-12-2022

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 60'	08-17-2021	AJE	L880	1 of 2

EXHIBIT A
PEDESTRIAN EASEMENT AREA

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION - PARCEL - PER TAX RECORDS

LAND BEING PART OF SECTION 14, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER AND CITY OF ROCHESTER HILLS, BEING MORE PARTICULARLY DESCRIBED AS:

PART OF LOTS 59, 61, AND 62 OF "SUPERVISOR'S PLAT NO 2", AS RECORDED IN LIBER 54A OF PLATS, PAGE 92, OAKLAND COUNTY RECORDS, ALSO PART OF VACATED DIVERSION STREET, ALL DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 59; THENCE NORTH 82 DEGREES 08 MINUTES 07 SECONDS EAST, 53.02 FEET; THENCE 47.02 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND CHORD BEARING SOUTH 52 DEGREES 57 MINUTES 30 SECONDS EAST, 42.35 FEET; THENCE 214.76 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 950.00 FEET AND CHORD BEARING SOUTH 01 DEGREES 46 MINUTES 45 SECONDS EAST, 214.30 FEET; THENCE SOUTH 04 DEGREES 53 MINUTES 53 SECONDS WEST, 82.30 FEET; THENCE 195.99 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 126.16 FEET AND CHORD BEARING SOUTH 49 DEGREES 24 MINUTES 29 SECONDS WEST, 176.87 FEET; THENCE NORTH 86 DEGREES 05 MINUTES 07 SECONDS WEST, 131.70 FEET; THENCE 43.18 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 8654.37 FEET AND CHORD BEARING NORTH 02 DEGREES 58 MINUTES 38 SECONDS EAST, 43.18 FEET; THENCE SOUTH 84 DEGREES 24 MINUTES 36 SECONDS EAST, 130.25 FEET; THENCE NORTH 04 DEGREES 10 MINUTES 56 SECONDS EAST, 8.27 FEET; THENCE SOUTH 83 DEGREES 39 MINUTES 16 SECONDS EAST, 20.00 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 44 SECONDS EAST, 317.05 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 15 SECONDS WEST, 64.00 FEET; THENCE NORTH 06 DEGREES 40 MINUTES 52 SECONDS WEST, 55.00 FEET; THENCE NORTH 81 DEGREES 40 MINUTES 14 SECONDS EAST, 76.00 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART LYING IN THE CITY OF ROCHESTER.

P.I.N.: 15-14-301-008
COMMON ADDRESS: 200 DIVERSION ST.

LEGAL DESCRIPTION - EASEMENT

A 7 FOOT WIDE SIDEWALK EASEMENT BEING PART OF LOTS 59 AND 62 OF "SUPERVISOR'S PLAT NO 2", AS RECORDED IN LIBER 54A OF PLATS, PAGE 92, OAKLAND COUNTY RECORDS, SECTION 14, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, WHOSE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 59; THENCE NORTH 82 DEGREES 08 MINUTES 07 SECONDS EAST, 53.02 FEET; THENCE 47.02 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND CHORD BEARING SOUTH 52 DEGREES 57 MINUTES 30 SECONDS EAST, 42.35 FEET; THENCE 214.76 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 950.00 FEET AND CHORD BEARING SOUTH 01 DEGREES 46 MINUTES 45 SECONDS EAST, 214.30 FEET; THENCE SOUTH 04 DEGREES 53 MINUTES 53 SECONDS WEST, 82.30 FEET; THENCE 154.29 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 126.16 FEET AND CHORD BEARING SOUTH 39 DEGREES 56 MINUTES 21 SECONDS WEST, 144.85 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 41 MINUTES 35 SECONDS WEST, 19.27 FEET; THENCE NORTH 69 DEGREES 41 MINUTES 35 SECONDS WEST, 4.25 FEET; THENCE NORTH 84 DEGREES 41 MINUTES 35 SECONDS WEST, 10.56 FEET; THENCE SOUTH 64 DEGREES 39 MINUTES 16 SECONDS WEST, 10.75 FEET; THENCE NORTH 86 DEGREES 05 MINUTES 07 SECONDS WEST, 81.39 FEET; THENCE NORTH 41 DEGREES 02 MINUTES 45 SECONDS WEST, 15.49 FEET; THENCE NORTH 86 DEGREES 02 MINUTES 32 SECONDS WEST, 16.37 FEET; THENCE SOUTH 46 DEGREES 02 MINUTES 57 SECONDS WEST, 6.41 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 03 SECONDS WEST, 16.51 FEET TO THE POINT OF ENDING.



NOWAK & FRAUS ENGINEERS
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SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	08-17-2021	AJE	L880	2 of 2