

**EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS**

(The Groves)

THIS EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS ("Agreement") is made this 15<sup>th</sup> day of October, 2020 by and between the City of Rochester Hills, a Michigan municipal corporation (the "City"), whose address is 1000 Rochester Hills Drive, Rochester, Michigan 48309-3033 and Pulte Homes of Michigan LLC, a Michigan limited liability company ("Developer"), whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083.

**RECITALS**

A. Developer is the owner of real property located in the City of Rochester Hills, Oakland County, Michigan, depicted and described on attached Exhibit A (the "Property").

B. Developer intends to develop the Property as a residential condominium to be known as The Groves ("Development"), and to establish The Groves Condominium Association ("Association") to manage and administer the affairs of the Development.

C. The Development will include interior private roadways described on attached Exhibit B ("Interior Roads"), as well as an offsite access road providing vehicular and pedestrian access to and from Avon Road located on property owned by Rochester University and the Rochester Church of Christ and described on attached Exhibit C (the "Access Road"), which is subject to the terms and conditions of a certain Access Road Easement Agreement recorded in the Oakland County Records. Collectively the Interior Roads and Access Road shall be referred to herein as the "Private Roads."

D. Developer wishes to grant an easement to the City for ingress and egress over and across the Private Roads for purposes of emergency and public vehicle access to the Development.

E. Developer also wishes to provide for maintenance of the Private Roads by the owners of the units in the Development through assessments by the Association.

**NOW THEREFORE**, in consideration of less than \$100 and the mutual promises contained herein, the parties hereto agree as follows:

1. Grant of Easement. Developer grants to City a non-exclusive perpetual easement for vehicular ingress and egress by public and emergency vehicles (the "Easement") over and across the Private Roads described on attached Exhibit B and Exhibit C for the sole purpose of providing and performing public and emergency services at the Development.

2. Access. This Agreement is subject to any easements of restrictions of record and the terms of the Master Deed for the Development that Developer will record ("Master Deed") and which shall contain the following language:

"There shall exist for the benefit of the City or any emergency service agency, an easement over all the Roads in the Condominium, as well as the Access Road and emergency access route located on the neighboring Church property and as depicted on the Condominium Subdivision Plan attached as Exhibit B to this Mater Deed, for use by the City and emergency vehicles for purposes of ingress and egress to provide fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners. The Association shall be responsible for maintenance of road signs in accordance with the Michigan Manual of Uniform Traffic Control Devices, and the City or County of Oakland shall have the authority to enforce all applicable traffic codes and regulations on the Roads of the Condominium."

3. Maintenance. The Master Deed shall provide as follows related to maintenance of the Private Roads:

"The Roads in the Condominium, including the Access Road and College Sidewalk in relation to the Access Easement and emergency access easement (including, but not limited to, any gates, bollards or other similar temporary structures located thereon), are private Roads to be maintained, repaired, replaced and insured by the Association with the costs of the foregoing to be assessed to the Unit Owners as described in Article 2 of the Bylaws. The owners of Units in The Groves shall be responsible for and shall be assessed a share of the costs of insurance, maintenance, repair and replacement of the Roads through the Association as set forth in the Bylaws. The Association shall establish a plan for regular maintenance, repair and replacement of the private roads in a safe and useable condition and shall assess all Unit Owners for the cost thereof in accordance with the Bylaws."

Until recording of the Master Deed, Developer shall be responsible for maintenance and repair of the Private Roads in the condition described in this Section.

4. Relocation. Developer will have the right, from time to time, to relocate, at Developer's sole cost and expense, the Private Roads (or any portion(s) thereof), upon Developer's receipt of the prior written consent of the City. In the event of any such relocation of the Private Roads, Developer will, simultaneously with the relocation of the Private Roads, grant or cause to be granted to the City a new easement for the relocated Private Roads and City will release the Easement granted under this Agreement with respect to the portion of the Private Roads which is relocated.

5. Other Uses. Nothing contained in this Agreement shall be construed as restricting or prohibiting Developer from (i) granting any additional rights, privileges or easements over the

Property or the Private Roads to any other person or entity, including without limitation for purposes of public and private utilities, or (ii) using or allowing the use of the ground below and/or the air space above the Private Roads for any purpose, including without limitation for purposes of public and private utilities. All such easements or uses shall be consistent with the terms of the Agreement for the Rochester University Townhomes Planned Unit Development approval for the Development, or any amendment thereof.

6. Consent. Rochester University and Rochester Church of Christ have consented to this Agreement and Easement as indicated in by their consents attached to this Agreement.

7. Notice. Any notices required under this Agreement shall be sent by certified mail to the address for each party set forth below, or to such other addresses as such party may notify the other parties in writing:

To the Developer: Pulte Homes of Michigan LLC  
2800 Livernois Road, Building D, Suite 320  
Troy, Michigan 48083

To the City: City Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 48309

To the Association: The Groves Condominium Association  
2800 Livernois Road, Building D, Suite 320  
Troy, Michigan 48083

8. Successors and Assigns. This Agreement shall constitute restrictions and covenants running with the Property. This Agreement shall be binding upon and benefit the parties and their respective transferees, successors and assigns.

9. Recording. This Agreement shall be recorded at the Oakland County Register of Deeds.

*[signatures on the following pages]*

DATED: \_\_\_\_\_, 2020

CITY OF ROCHESTER HILLS, a Michigan  
municipal corporation

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

Its: Mayor

and

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

Its: Clerk

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF OAKLAND        )

Acknowledged before me on \_\_\_\_\_, 2020 by \_\_\_\_\_,  
the Mayor, and \_\_\_\_\_, the Clerk, of the City of Rochester Hills, a  
Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, MI  
Acting in Oakland County, MI  
My Commission Expires: \_\_\_\_\_

*[signatures continue on following page]*

PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company

By: Paul Schyck

Its: ~~Vice President of~~ PAUL Schyck DIVISION DIRECTOR  
OF LAND DEVELOPMENT

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

Acknowledged before me on October 15, 2020, by Paul Schyck, ~~Vice President of~~ DIVISION DIRECTOR OF LAND \* DEVELOPMENT of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of the company.

Gregory J Gamalski

Notary Public \_\_\_\_\_ County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Gregory J. Gamalski  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires December 7, 2020  
Acting in the County of OAKLAND

[consent of Rochester University on following page]

John Staran  
Approved 11/3/20

CONSENT OF ROCHESTER UNIVERSITY TO RECORDING OF THIS AGREEMENT

UNIVERSITY:

**ROCHESTER UNIVERSITY,  
a Michigan nonprofit corporation**

By: Thomas Recondel  
Name: THOMAS RECONDEL  
Its: EXECUTIVE VP & CFO

STATE OF MICHIGAN )  
OAKLAND COUNTY )

Acknowledged before me in Oakland County, Michigan, on April 5, 2020 by THOMAS RECONDEL, the EXECUTIVE VP & CFO of the Rochester University, a Michigan nonprofit corporation, on behalf of the corporation.

/s/ Melissa Crotty  
MELISSA CROTTY, Notary Public  
Notary public, State of Michigan, County of MACOMB.  
My commission expires 01/04/2024  
Acting in the County of OAKLAND

**DRAFTED BY:**

Alexandra E. Dieck  
Bodman PLC  
201 S. Division Street, Suite 400  
Ann Arbor, Michigan 48103

**MELISSA CROTTY**  
NOTARY PUBLIC, MACOMB COUNTY, MI  
My Commission Expires 01/04/2024  
Acting in the County of OAKLAND

When Recorded Return to:  
Clerks Dept  
City of Rochester Hills  
1000 Rochester Hills Dr  
Rochester Hills, MI  
48309

**CONSENT OF ROCHESTER CHURCH OF CHRIST**

Rochester Church of Christ, Inc., a Michigan nonprofit corporation ("Church"), executes this Agreement for the sole purpose of consenting to the grant of Easement over the Access Road set forth in Section 1 of this Agreement to the City, and agrees to the recording of this Agreement in the Office of the Oakland County Register of Deeds, provided that this Agreement shall remain subject to the terms and conditions of that certain Access Road Easement Agreement described in Recital C above between the Developer, the University and the Rochester Church of Christ, which has been recorded with the Oakland County Register of Deeds.

Rochester Church of Christ, Inc., a Michigan nonprofit Corporation

By: Donald B. Rutledge

Name: Donald B. Rutledge

Its: TREASURER

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this day of September 30 2020, by Donald B. Rutledge, the Treasurer of Rochester Church of Christ, Inc., a Michigan nonprofit corporation, on behalf of such corporation.

Linda S. Randles  
Linda S. Randles, Notary  
Notary Public, Oakland County, Michigan  
Acting in Oakland County  
My Commission expires: 1/7/24

Drafted by:  
Alexandra Dieck  
Bodman PLC  
201 S. Division Street, Suite 400  
Ann Arbor, MI 48104

**LINDA S RANGLES**  
NOTARY PUBLIC, OAKLAND COUNTY, MI  
My Commission Expires 01/07/2024  
Acting in the County of Oakland

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

TAX PARCEL ID: 15-15-451-008 (future 15-15-451-012)

**EXHIBIT A TO EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF  
PRIVATE ROADS**

**PROPERTY**

*(see attached)*

LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND  
STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWN 3  
NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY,  
MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE  
SOUTHEAST CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF  
SAID SECTION 15, DUE WEST 1793.79 FEET; THENCE NORTH 01°40'04" EAST 600.00  
FEET; THENCE DUE EAST 2.50 FEET; THENCE NORTH 01°40'04" EAST 272.83 FEET TO  
THE POINT OF BEGINNING; THENCE SOUTH 53°54'10" WEST 179.32 FEET; THENCE  
NORTH 36°05'50" WEST 60.00 FEET; THENCE NORTH 53°54'10" EAST 81.99 FEET;  
THENCE NORTH 52°53'14" WEST 202.49 FEET; THENCE NORTH 28°45'21" EAST 508.13  
FEET; THENCE NORTH 57°20'54" EAST 128.22 FEET; THENCE SOUTH 88°21'57" EAST  
336.59 FEET; THENCE SOUTH 01°51'27" WEST 604.32 FEET; THENCE DUE WEST  
393.37 FEET; THENCE SOUTH 01°40'04" WEST 14.36 FEET TO THE POINT OF  
BEGINNING. SAID PARCEL CONTAINS 7.90 ACRES OF LAND.

Tax Parcel: part of 15-15-451-008 (future 15-15-451-012)

Jenny M.  
Approved



**EXHIBIT B TO EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF  
PRIVATE ROADS**

**INTERIORS ROADS**

*(see attached)*

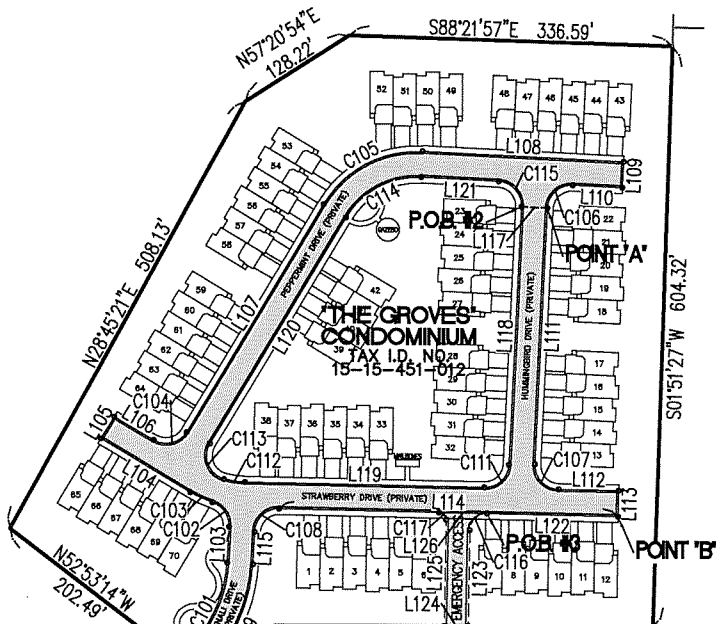
EXHIBIT "B" - INTERIOR ROADS



0 50 100 200  
 ( IN FEET )  
 1 inch = 200 ft.

HOPE CLAIRE LEVY  
 TAX ID NO.  
 15-15-429-047

TAX ID NO.  
 15-15-451-011  
 ROCHESTER UNIVERSITY



S01°51'27"W 604.32'

TERRAZA 19 LLC  
 TAX ID NO.  
 15-15-476-039

SEE DETAIL SHEET #2

LEGEND

INTERIOR ROADS (PRIVATE)

TAX ID NO.  
 15-15-451-007  
 ROCHESTER CHURCH OF CHRIST

HISTORIC DISTRICT PARCEL  
 TAX ID NO.  
 15-15-451-009

SOUTH 1/4 CORNER OF SECTION 15 T3N-R11E

SOUTHEAST CORNER OF SECTION 15 T3N-R11E

SOUTH LINE OF SECTION 15 & W. AVON RD. W. AVON ROAD (PUBLIC)

**The UMLOR Group**  
 LAND DEVELOPMENT SERVICES

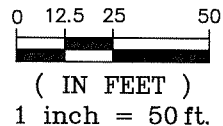
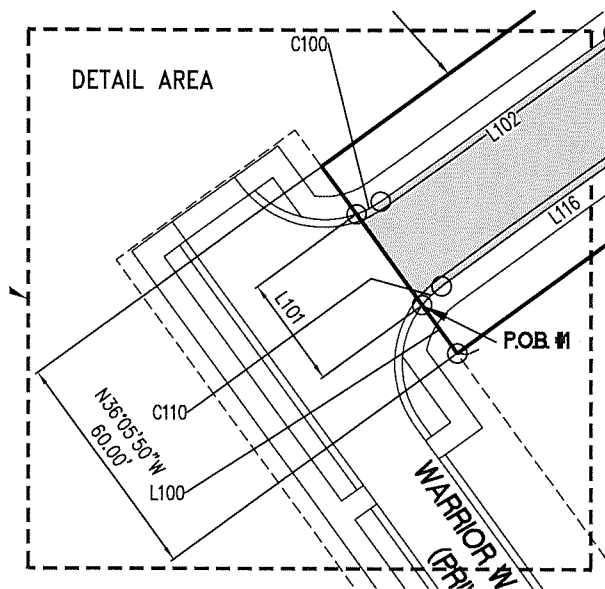
Approved JM  
 10/29/20

EXHIBIT "B" INTERIOR ROADS	
FOR: ROCHESTER UNIVERSITY CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN	
<b>The Umlor Group</b> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: WLOU DATE: 10-12-2020 SHT. NO.: 1 OF 3

## EXHIBIT "B" - INTERIOR ROADS

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L100	N36°05'50"W	15.49'	L114	N88°55'48"W	352.97'
L101	N36°05'50"W	29.01'	L115	S02°43'10"W	33.39'
L102	N53°54'12"E	75.00'	L116	S53°54'11"W	75.13'
L103	N02°43'10"E	37.14'	L117	N87°16'50"W	27.00'
L104	N59°04'24"W	108.69'	L118	S02°43'10"W	269.12'
L105	N30°55'36"E	27.00'	L119	N88°55'48"W	249.43'
L106	S59°04'24"E	47.76'	L120	N30°55'36"E	274.96'
L107	N30°55'36"E	277.10'	L121	S87°16'50"E	80.83'
L108	S87°16'50"E	209.77'	L122	N88°55'48"W	136.48'
L109	S02°43'10"W	27.00'	L123	S00°56'35"W	99.07'
L110	N87°16'50"W	51.95'	L124	N90°00'00"W	25.00'
L111	S02°43'10"W	266.90'	L125	N00°56'35"E	109.59'
L112	S88°55'48"E	62.63'	L126	S88°55'48"E	50.02'
L113	S01°04'12"W	27.00'			

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C100	25.00'	7.11'	16°17'03"	N62°02'42"E	7.08'
C101	135.85'	118.81'	50°06'39"	N28°29'28"E	115.06'
C102	25.00'	32.53'	74°32'49"	N34°33'15"W	30.28'
C103	113.50'	25.27'	12°45'16"	N65°27'01"W	25.21'
C104	25.00'	39.27'	90°00'00"	N75°55'36"E	35.36'
C105	113.50'	122.41'	61°47'33"	N61°49'23"E	116.56'
C106	25.00'	39.27'	90°00'00"	S47°43'10"W	35.36'
C107	25.00'	39.99'	91°38'58"	S43°06'19"E	35.86'
C108	25.00'	38.55'	88°21'02"	S46°53'41"W	34.84'
C109	162.85'	142.65'	50°11'17"	S28°28'04"W	138.13'
C110	25.00'	7.11'	16°17'02"	S45°45'40"W	7.08'
C111	25.00'	38.55'	88°21'02"	S46°53'41"W	34.84'
C112	86.50'	22.20'	14°42'11"	N81°34'43"W	22.14'
C113	25.00'	45.88'	105°09'14"	N21°39'01"W	39.71'
C114	86.50'	93.29'	61°47'33"	N61°49'23"E	88.83'
C115	25.00'	39.27'	90°00'00"	S42°16'50"E	35.36'
C116	17.50'	27.53'	90°07'36"	S46°00'23"W	24.78'
C117	7.50'	11.76'	89°52'24"	N43°59'37"W	10.59'



**The**  
**UMLOR**  
Group

LAND DEVELOPMENT SERVICES

<b>EXHIBIT "B"</b> <b>INTERIOR ROADS</b>	
FOR: ROCHESTER UNIVERSITY CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN	
<b>The Umlor Group</b> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: WLOU DATE: 10-12-2020 SHT. NO.: 2 OF 3

## EXHIBIT "B" – INTERIOR ROADS

### LEGAL DESCRIPTION FOR INTERIOR ROAD EASEMENT

EASEMENT SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN, BEING PART OF THE SOUTHEAST 1/4 SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF W. AVON ROAD, DUE WEST 1793.79 FEET TO THE WEST BOUNDARY LINE OF THE ROCHESTER CHURCH OF CHRIST PARCEL; THENCE ALONG SAID WEST BOUNDARY LINE OF ROCHESTER CHURCH OF CHRIST, NORTH 01°40'04" EAST 600.00 FEET; THENCE DUE EAST 2.50 FEET; THENCE NORTH 01°40'04" EAST 272.83 FEET; THENCE SOUTH 53°54'10" WEST 179.32 FEET; THENCE NORTH 36°05'50" WEST 15.49 FEET TO POINT OF BEGINNING #1; THENCE CONTINUING NORTH 36°05'50" WEST 29.01 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 7.11 FEET, A CENTRAL ANGLE OF 16°17'03", AND A CHORD BEARING AND DISTANCE OF NORTH 62°02'42" EAST 7.08 FEET; THENCE NORTH 53°54'12" EAST 75.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 135.85 FEET, AN ARC LENGTH OF 118.81 FEET, A CENTRAL ANGLE OF 50°06'39", AND A CHORD BEARING AND DISTANCE OF NORTH 28°29'28" EAST 115.06 FEET; THENCE NORTH 02°43'10" EAST 37.14 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 32.53 FEET, A CENTRAL ANGLE OF 74°32'49", AND A CHORD BEARING AND DISTANCE OF NORTH 34°33'15" WEST 30.28 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 113.50 FEET, AN ARC LENGTH OF 25.27 FEET, A CENTRAL ANGLE OF 12°45'16", AND A CHORD BEARING AND DISTANCE OF NORTH 65°27'01" WEST 25.21 FEET; THENCE NORTH 59°04'24" WEST 108.69 FEET; THENCE NORTH 30°55'36" EAST 27.00 FEET; THENCE SOUTH 59°04'24" EAST 47.76 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 75°55'36" EAST 35.36 FEET; THENCE NORTH 30°55'36" EAST 277.10 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 113.50 FEET, AND ARC LENGTH OF 122.41 FEET, A CENTRAL ANGLE OF 61°47'33", AND A CHORD BEARING AND DISTANCE OF NORTH 61°49'23" EAST 116.56 FEET; THENCE SOUTH 87°16'50" EAST 209.77 FEET; THENCE SOUTH 02°43'10" WEST 27.00 FEET; THENCE NORTH 87°16'50" WEST 51.95 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 47°43'10" WEST 35.36 FEET TO POINT "A"; THENCE SOUTH 02°43'10" WEST 266.90 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.99 FEET, A CENTRAL ANGLE OF 91°38'58", AND A CHORD BEARING AND DISTANCE OF SOUTH 43°06'19" EAST 35.86 FEET; THENCE SOUTH 88°55'48" EAST 62.63 FEET; THENCE SOUTH 01°04'12" WEST 27.00 FEET TO POINT "B"; THENCE NORTH 88°55'48" WEST 352.97 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.55 FEET, A CENTRAL ANGLE OF 88°21'02", AND A CHORD BEARING AND DISTANCE OF SOUTH 46°53'41" WEST 34.84 FEET; THENCE SOUTH 02°43'10" WEST 33.39 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 162.85 FEET, AN ARC LENGTH OF 142.65 FEET, A CENTRAL ANGLE OF 50°11'17", AND A CHORD BEARING AND DISTANCE OF SOUTH 28°28'04" WEST 138.13 FEET; THENCE SOUTH 53°54'11" WEST 75.13; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 7.11 FEET, A CENTRAL ANGLE OF 16°17'02", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°45'40" WEST 7.08 FEET TO POINT OF BEGINNING #1.

EXCEPTING THEREFROM: COMMENCING AT SAID POINT "A"; THENCE NORTH 87°16'50" WEST 27.00 FEET TO POINT OF BEGINNING #2; THENCE SOUTH 02°43'10" WEST 269.12 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.55 FEET, A CENTRAL ANGLE OF 88°21'02", AND A CHORD BEARING AND DISTANCE OF SOUTH 46°53'41" WEST 34.84 FEET; THENCE NORTH 88°55'48" WEST 249.43 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 86.50 FEET, AN ARC LENGTH OF 22.20 FEET, A CENTRAL ANGLE OF 14°42'11", AND A CHORD BEARING AND DISTANCE OF NORTH 81°34'43" WEST 22.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 45.88 FEET, A CENTRAL ANGLE OF 105°09'14", AND A CHORD BEARING AND DISTANCE OF NORTH 21°39'01" WEST 39.71 FEET; THENCE NORTH 30°55'36" EAST 274.96 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 86.50 FEET, AN ARC LENGTH OF 93.29 FEET, A CENTRAL ANGLE OF 61°47'33", AND A CHORD BEARING AND DISTANCE OF NORTH 61°49'23" EAST 88.83 FEET; THENCE SOUTH 87°16'50" EAST 80.83 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 42°16'50" EAST 35.36 FEET TO POINT OF BEGINNING #2.

ALSO A 25' WIDE EMERGENCY ACCESS AREA DESCRIBED AS: COMMENCING AT SAID POINT "B"; THENCE NORTH 88°55'48" WEST 136.48 FEET TO POINT OF BEGINNING #3; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 17.50 FEET, AN ARC LENGTH OF 27.53 FEET, A CENTRAL ANGLE OF 90°07'36", AND A CHORD BEARING AND DISTANCE OF SOUTH 46°00'23" WEST 24.78 FEET; THENCE SOUTH 00°56'35" WEST 99.07 FEET; THENCE DUE WEST 25.00 FEET; THENCE NORTH 00°56'35" EAST 109.59 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 7.50 FEET, AN ARC LENGTH OF 11.76 FEET, A CENTRAL ANGLE OF 89°52'24", AND A CHORD BEARING AND DISTANCE OF NORTH 43°59'37" WEST 10.59 FEET; THENCE SOUTH 88°55'48" EAST 50.02 FEET TO POINT OF BEGINNING #3.



<b>EXHIBIT "B" INTERIOR ROADS</b>	
FOR: ROCHESTER UNIVERSITY CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN	
<b>The Umlor Group</b> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: WLOU DATE: 10-12-2020 SHT. NO.: 3 OF 3

**EXHIBIT C TO EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF  
PRIVATE ROADS**

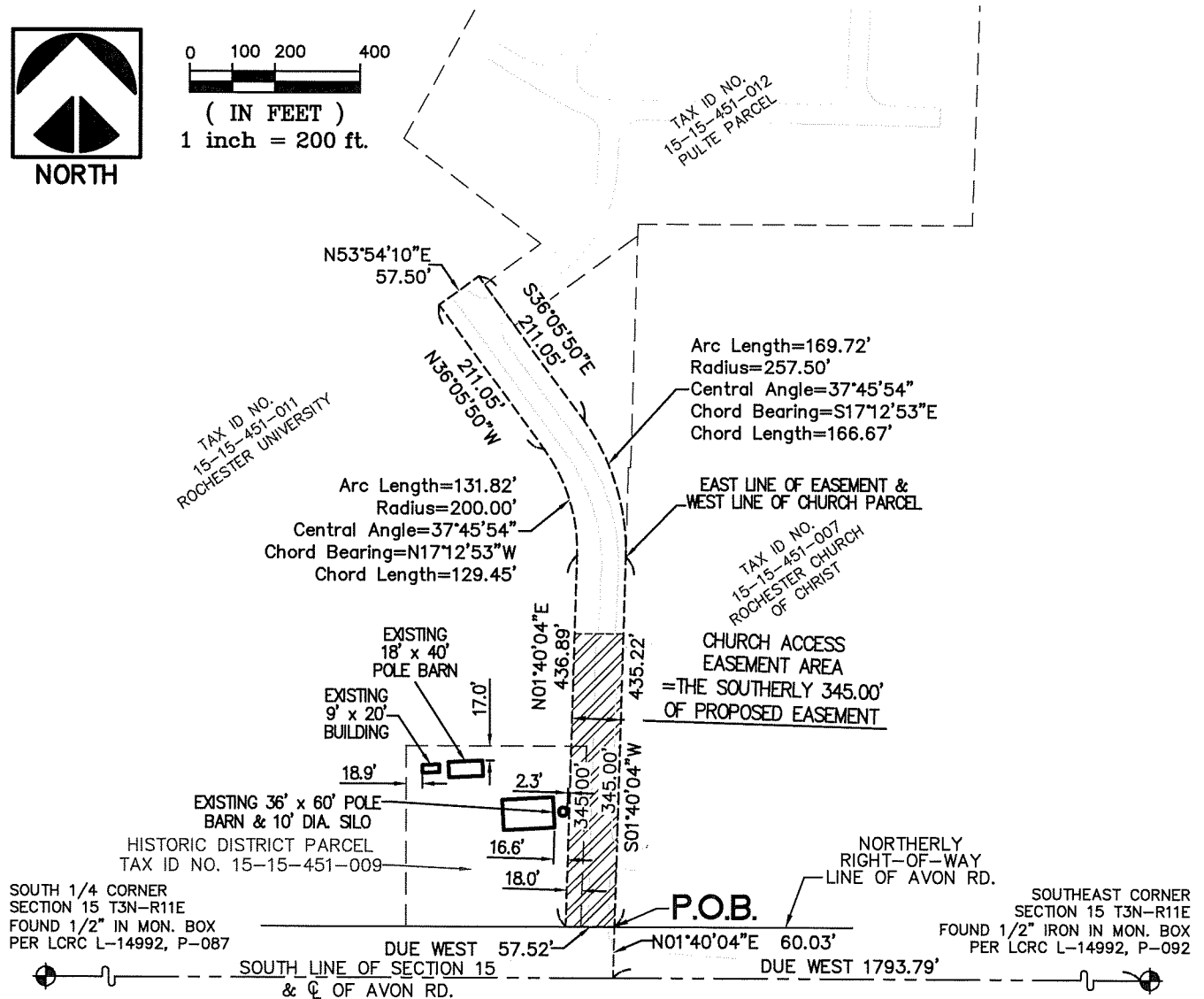
**ACCESS ROAD**

*(see attached)*

## EXHIBIT "C" - ACCESS ROAD EASEMENT AREA



0 100 200 400  
 ( IN FEET )  
 1 inch = 200 ft.



### LEGAL DESCRIPTION FOR ACCESS EASEMENT

LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PROPOSED 57.50 FOOT WIDE INGRESS/EGRESS EASEMENT IN PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE, ALONG THE SOUTH LINE OF SECTION 15 AND THE CENTERLINE OF AVON ROAD, DUE WEST 1793.79 FEET; THENCE NORTH 01°40'04" EAST 60.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AVON ROAD AND THE POINT OF BEGINNING; THENCE DUE WEST, ALONG SAID NORTH LINE OF AVON ROAD, 57.52 FEET; THENCE NORTH 01°40'04" EAST, 436.89 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 37°45'54", AN ARC DISTANCE OF 131.82 FEET, WITH A RADIUS OF 200.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 17°12'53" WEST 129.45 FEET; THENCE NORTH 36°05'50" WEST, 211.05 FEET; THENCE NORTH 53°54'10" EAST, 57.50 FEET; THENCE SOUTH 36°05'50" EAST, 211.05 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 37°45'54", AN ARC DISTANCE OF 169.72 FEET, WITH A RADIUS OF 257.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 17°12'53" EAST 166.67 FEET; THENCE SOUTH 01°40'04" WEST 435.22 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE SOUTHERLY 345.00 FEET FOR USE AS "CHURCH ACCESS EASEMENT AREA".

*JM*  
 10/29/20



<b>EXHIBIT "C" - ACCESS ROAD EASEMENT</b>	
FOR: ROCHESTER UNIVERSITY CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN	
The Umlor Group 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: JOC/MT CHKD BY: TO DATE: 09-28-2020 SHT. NO.: 1 OF 1