

INGRESS/EGRESS EASEMENT AGREEMENT

THIS INGRESS/EGRESS EASEMENT AGREEMENT ("Agreement") is made this 25 day of November, 2013, by and between ROCHESTER HILLS REAL ESTATE, LLC, a Michigan limited liability company ("Grantor"), whose mailing address is 10503 Citation Drive, Brighton, Michigan 48116, and CITY OF ROCHESTER HILLS, a Michigan municipal corporation (the "City"), whose mailing address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS:

A. Grantor owns certain real property located in the City of Rochester Hills, Oakland County, Michigan, as more specifically described on Exhibit A attached hereto ("Grantor's Property").

B. Pursuant to and in accordance with that certain Sanitary Sewer Easement and Conveyance (the "Sanitary Sewer Easement Agreement"), executed August 4, 1983, and recorded December 22, 1983, Liber 8554, page 649, Oakland County, Michigan, records, the City has been granted a twenty foot wide easement (the "Sanitary Sewer Easement Area") on Grantor's Property to construct, maintain and repair a sanitary sewer located thereon. The legal description of the Sanitary Sewer Easement Area is set forth in the Sanitary Sewer Easement Agreement.

C. Grantor wishes to grant to the City an easement for ingress and egress across and through the area described on Exhibit B attached hereto (the "Access Easement Area") so that the City will have access to the Sanitary Sewer Easement Area. A sketch of the Access Easement Area is attached hereto as Exhibit C.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants, conveys and warrants to the City a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress over, across and through the Access Easement Area as is reasonably required to enable the City to access the Sanitary Sewer Easement Area for the purposes set forth in the Sanitary Sewer Easement Agreement (the "Purposes").

John Staran
Approved 11/28/13

2. At all times free access to the Sanitary Sewer Easement Area through the Access Easement Area for the Purposes will be maintained and will not be impeded. Notwithstanding the foregoing, such free access may be temporarily impeded if reasonably necessary in connection with any routine or required maintenance to the Access Easement Area.

3. Grantor expressly reserves to Grantor and Grantor's successors and assigns any and all other rights in and to the Access Easement Area, including, without limitation: (a) the right of ingress and egress over, through and across the Access Easement Area; and (b) the right to grant other non-exclusive easements and rights-of-way across, over, under and through the Access Easement Area.

4. The easements granted to the City pursuant to this Agreement are for the sole benefit of the City and shall run with the Grantor's Property and be binding upon Grantor and its successors and assigns.

5. This Agreement may only be modified or amended by an instrument in writing signed by Grantor, or its successor or assigns, and the City.

6. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement as of the date first written above.

ROCHESTER HILLS REAL ESTATE, LLC, a
Michigan limited liability company

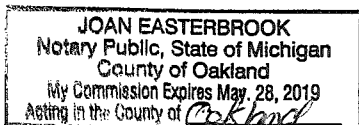
By: 
Frank M. Wronski, President

Signatures and notarization continued on next page

STATE OF MICHIGAN

COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 25 day of November, 2013, by Frank M. Wronski, in his capacity as President of Rochester Hills Real Estate, LLC, a Michigan limited liability company, on behalf of the company.



Joan Easterbrook

, Notary Public
Oakland County, Michigan
My Commission Expires: 5/28/2019

CITY OF ROCHESTER HILLS, a Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN

COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ in his/her capacity as _____ of the City of Rochester Hills, on behalf of the City.

, Notary Public
County, Michigan
My Commission Expires:

Drafted by:
Alan J. Schwartz, Esq.
Jacob & Weingarten, P.C. Notary Public
2301 W. Big Beaver Rd., Suite 777
Troy, Michigan 48084

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

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Part of the Northeast 1/4 of Section 22, Town 3 North, Range 11 East, Avon Township, Now City of Rochester Hills, Oakland County, Michigan described as: Beginning at a said point, said point being North 87 degrees 19 minutes 12 seconds East, 915.46 feet along the North line of said Section 22 and South 02 degrees 34 minutes 56 seconds East 810.00 feet from the North 1/4 corner of said Section 22; thence from said point of beginning North 87 degrees 19 minutes 12 seconds East, 500.00 feet; thence South 02 degrees, 34 minutes 56 seconds East, 627.34 feet; thence South 87 degrees 00 minutes (minutes) 55 seconds West, 140.00 feet; thence South 02 degrees 34 minutes 56 seconds East, 280.00 feet; thence South 87 degrees 00 minutes 55 seconds West 150.89 feet; thence 212.62 feet along the arc of a curve to the left, radius 698.56 feet; central angle 17 degrees 26 minutes 21 seconds, chord length 211.80 feet and a chord bearing of South 78 degrees 17 minutes 45 seconds West, thence North 02 degrees 34 minutes 56 seconds West, 942.10 feet to the point of beginning.

Tax Identification No. 70-15-22-226-016

*Mike Saunt Approved
APS 11-26-13*

EXHIBIT B

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

Part of the Northeast 1/4 of Section 22, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 22; thence along the North line of said Section 22, N 87°19'12" E, 915.46 feet; thence S 02°34'56" E, 1388.99 feet; thence along the South line of Sanitary Sewer Easement and Conveyance as described in Liber 8554, Page 649, Oakland County Records, N 87°26'18" E, 342.13 feet to the POINT OF BEGINNING of the Ingress/Egress Easement for Access to Sanitary Sewer to be described; thence continuing along the South line of previously described Sanitary Sewer Easement and Conveyance as described in Liber 8554, Page 649, Oakland County Records, N 87°26'18" E, 17.87 feet; thence along the West line of previously described Sanitary Sewer Easement and Conveyance as described in Liber 8554, Page 649, Oakland County Records, S 02°34'56" E, 41.86 feet; thence N 85°18'39" W, 23.23 feet; thence S 35°36'27" W, 106.31 feet; thence along the arc of a curve to the right, 106.53 feet, said curve has a radius of 143.50 feet, a central angle of 42°32'00" and a long chord which bears S 24°15'05" E, 104.10 feet; thence S 2°59'05" E, 109.48 feet, (said point lies S 87°00'55" W, 49.57 from the Southeast corner of the Subject Parcel); thence along the Northerly right of way line of said Meadowfield Drive (30.00 foot 1/2 right of way), S 87°00'55" W, 20.00 feet; thence N 02°59'05" W, 109.48 feet; thence along the arc of a curve to the left, 108.67 feet, said curve has a radius of 123.50 feet, a central angle of 50°24'57" and a long chord which bears N 28°11'34" W, 105.20 feet; thence N 35°36'27" E, 158.40 feet to the Point of Beginning.

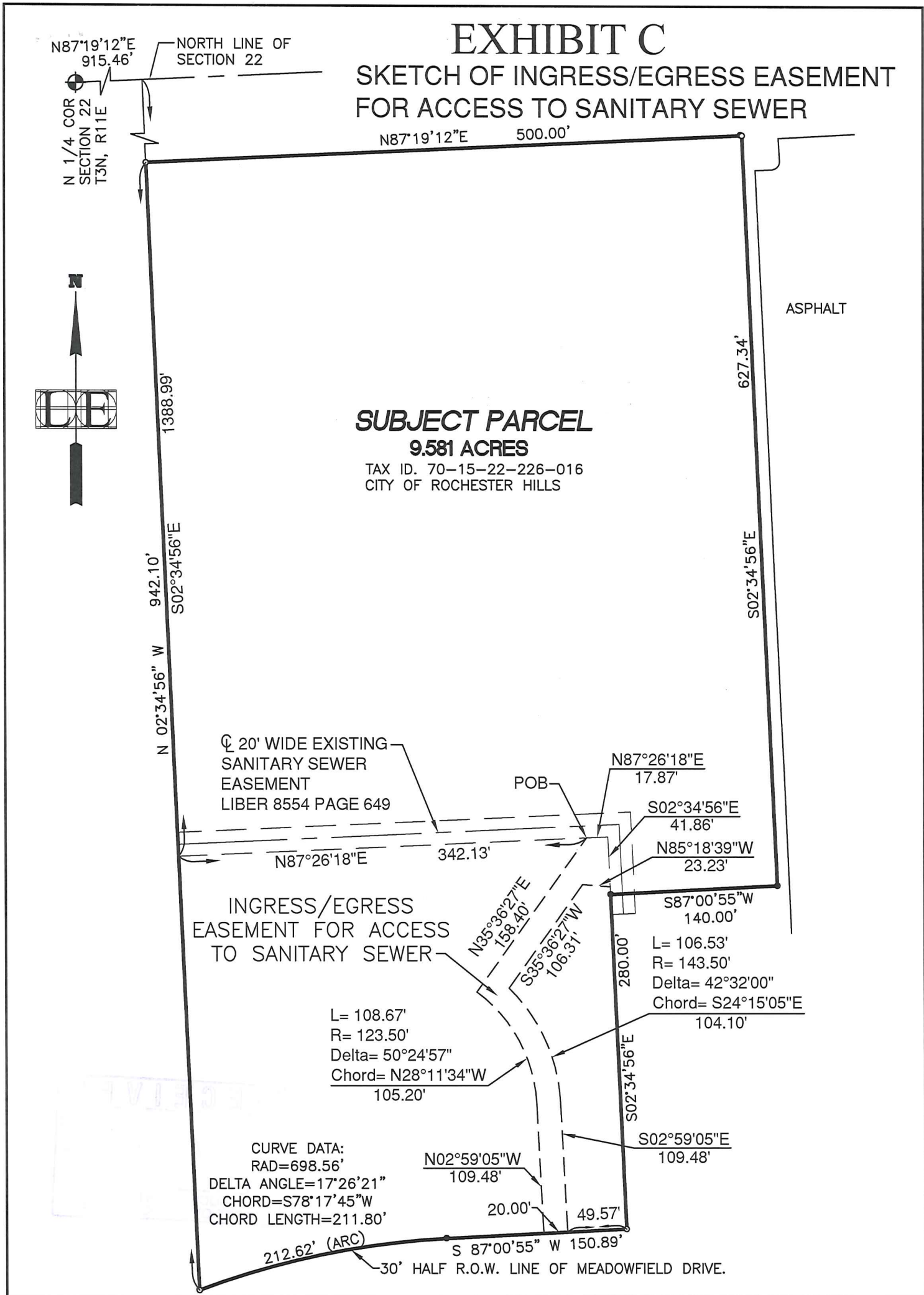
EXHIBIT C

SKETCH OF ACCESS EASEMENT AREA

See attached.

EXHIBIT C

SKETCH OF INGRESS/EGRESS EASEMENT FOR ACCESS TO SANITARY SEWER



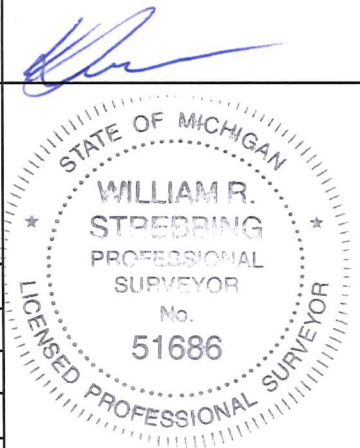
LEGEND

- SECTION CORNER
- SET IRON ROD
- FOUND MONUMENT
- FENCE
- FOUND IRON ROD/PIPE
- SOIL BORING

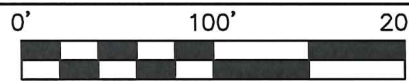


LIVINGSTON ENGINEERING
 CIVIL ENGINEERING SURVEYING PLANNING

3300 S. OLD U.S. 23, BRIGHTON, MICHIGAN 48114
 INTERNET: WWW.LIVINGSTONENG.COM PHONE: (810) 225-7100 FAX: (810) 225-7699



CLIENT WELLBRIDGE OF R.H.



DATE 08-27-13

DESCRIPTION NE 1/4, SECTION 22
 T3N-R11E, CITY OF ROCHESTER HILLS,
 OAKLAND COUNTY, MICHIGAN

SCALE 1"=100'

JOB No. 10240

REV. 11-08-13

SHEET No. 1 of 1

DRAWN R.PARAMO

CREW

CHECK *RP*