

**INGRESS AND EGRESS EASEMENT PRIVATE ROAD AGREEMENT  
FOR PUBLIC AND EMERGENCY VEHICLES**

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EMERGENCY VEHICLES**

THIS INGRESS AND EGRESS EASEMENT AGREEMENT FOR PUBLIC AND EMERGENCY VEHICLES (this "Agreement") is made and entered into as of this 15<sup>th</sup> day of March, 2017 between The Townhomes on Maplehill, LLC, a Michigan limited liability company, whose address is 1066 Commerce Street, Birmingham, MI 48009 ("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 in 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 services on the Easement Area, subject to 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 of restrictions of record or those matters that a personal inspection or and 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 space above the Easement Area for a purpose, provided, that the 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 the Grantor:                                       The Townhomes on Maplehill, LLC  
1066 Commerce Street  
Birmingham, MI 48009

If to Grantee:   City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309  
Attn: 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 this Agreement agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by written consent of the 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 to 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.

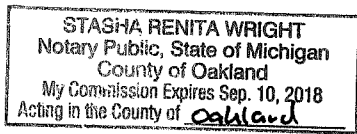
**"DEVELOPER"**

The Townhomes on Maplehill, LLC

By: [Signature]  
Ronald A. Jona, Managing Member

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledged before me on March 15, 2017, by Ronald A. Jona, Managing Member of The Townhomes on Maplehill LLC, on behalf of the company.



[Signature], notary public  
Oakland County, Michigan  
My commission expires: 9-10-18

CITY OF ROCHESTER HILLS

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

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

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

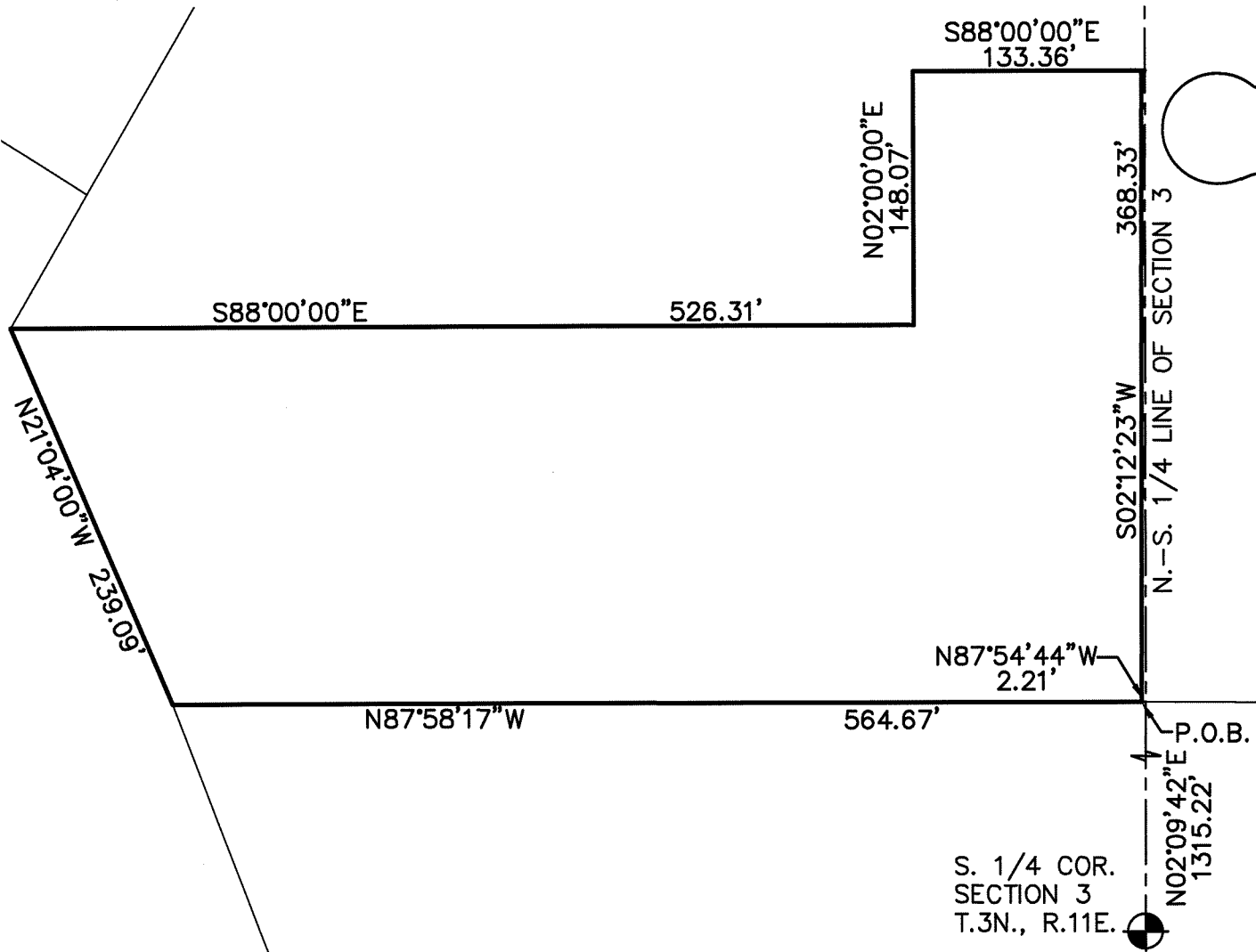
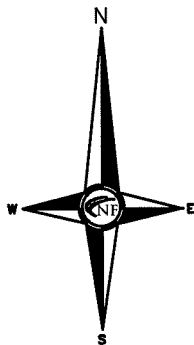
\_\_\_\_\_, notary public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_

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

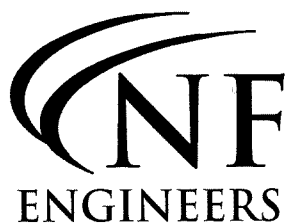
Drafted By:  
Ronald A. Jona  
The Townhomes on Maplehill, LLC  
1066 Commerce Street  
Birmingham, MI 48009

John Staraw  
Approved 3/30/17

# Exhibit A Parcel



*Mike Tavn +  
Approved 3/21/17*



**NOWAK & FRAUS ENGINEERS**  
46777 WOODWARD AVENUE  
PONTIAC, MI 46342  
TEL. (248) 332-7931  
FAX. (248) 332-8257

Prepared For:  
MILESTONE DEVELOPMENT  
29110 INKSTER RD  
STE 150  
SOUTHFIELD, MI

SCALE  
1" = 100'

DATE  
02-16-2016

DRAWN  
N.N.

JOB NO.  
H845

SHEET  
1 of 3

# Exhibit 27' Access Easement

## LEGAL DESCRIPTION: 27' WIDE ACCESS EASEMENT

THE CENTERLINE OF A TWENTY SEVEN (27.00) FOOT WIDE ACCESS EASEMENT, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3; THENCE N. 02°09'42" E., 1646.39 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 3 (AS REMONUMENTED); THENCE N. 87°50'18" W., 1.95 FEET TO THE POINT OF BEGINNING; THENCE 41.18 FEET ALONG AN ARC OF A CURVE TO THE LEFT, (RADIUS 38.50 FEET, CENTRAL ANGLE 61°16'50", CHORD BEARS S. 32°50'48" W., CHORD 39.24 FEET); THENCE S. 02°30'10" W., 196.10 FEET; THENCE 85.37 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, (RADIUS 56.50 FEET, CENTRAL ANGLE 86°34'28", CHORD BEARS S. 45°29'37" W., CHORD 77.48 FEET); THENCE S. 88°46'51" W., 75.73 FEET; THENCE S. 05°29'37" E., 41.20 FEET; THENCE N. 05°29'37" W., 41.20 FEET; THENCE S. 88°46'51" W., 15.80 FEET; THENCE 25.25 FEET ALONG AN ARC OF A CURVE TO THE LEFT, (RADIUS 258.50 FEET, CENTRAL ANGLE 05°35'48", CHORD BEARS S. 85°58'57" W., CHORD 25.24 FEET); THENCE S. 83°11'03" W., 99.66 FEET; THENCE 45.90 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, (RADIUS 291.50 FEET, CENTRAL ANGLE 09°01'20", CHORD BEARS S. 87°41'43" W., CHORD 45.85 FEET); THENCE N. 87°47'37" W., 81.28 FEET; THENCE N. 02°12'23" E., 120.50 FEET; THENCE S. 02°12'23" W., 120.50 FEET; THENCE N. 87°47'37" W., 69.50 FEET TO THE POINT OF ENDING.

## LEGAL DESCRIPTION: PARCEL

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3; THENCE N. 02°09'42" W., 1315.22 FEET ALONG THE NORTH/SOUTH 1/4 LINE OF SECTION 3 (AS REMONUMENTED) TO A POINT ON THE SOUTH LINE OF AVON HILLS SUBDIVISION AS RECORDED IN LIBER 60 OF PLATS, ON PAGE 39 OF THE OAKLAND COUNTY RECORDS; THENCE N. 87°54'44" W., 2.21 FEET ALONG SAID SOUTH LINE OF AVON HILLS SUBDIVISION TO THE SOUTHWEST CORNER OF SAID AVON HILLS SUBDIVISION ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N. 87°58'17"W., 564.67 FEET TO A POINT ON THE EASTERLY LINE OF KING'S COVE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 148; THENCE N. 21°04'00" W., 239.09 FEET ALONG SAID EASTERLY LINE OF KING'S COVE TO THE SOUTHWEST CORNER OF THE SUMMIT CONDOMINIUMS OF ROCHESTER HILLS, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1917; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID THE SUMMIT CONDOMINIUMS OF ROCHESTER HILLS: 1) S. 88°00'00" E., 526.31 FEET; 2) N. 02°00'00" E., 148.07 FEET AND 3) S. 88°00'00" E., 133.36 FEET TO A POINT ON THE WEST LINE OF SAID AVON HILLS SUBDIVISION; THENCE S. 02°12'23" W., 368.33 FEET ALONG SAID WEST LINE OF AVON HILLS SUBDIVISION TO THE POINT OF BEGINNING. CONTAINING 154,390 SQUARE FEET OR 3.544 ACRES.

PARCEL NO. 15-03-326-019

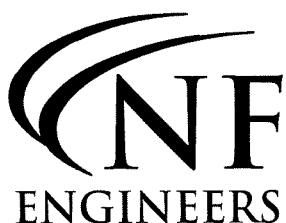
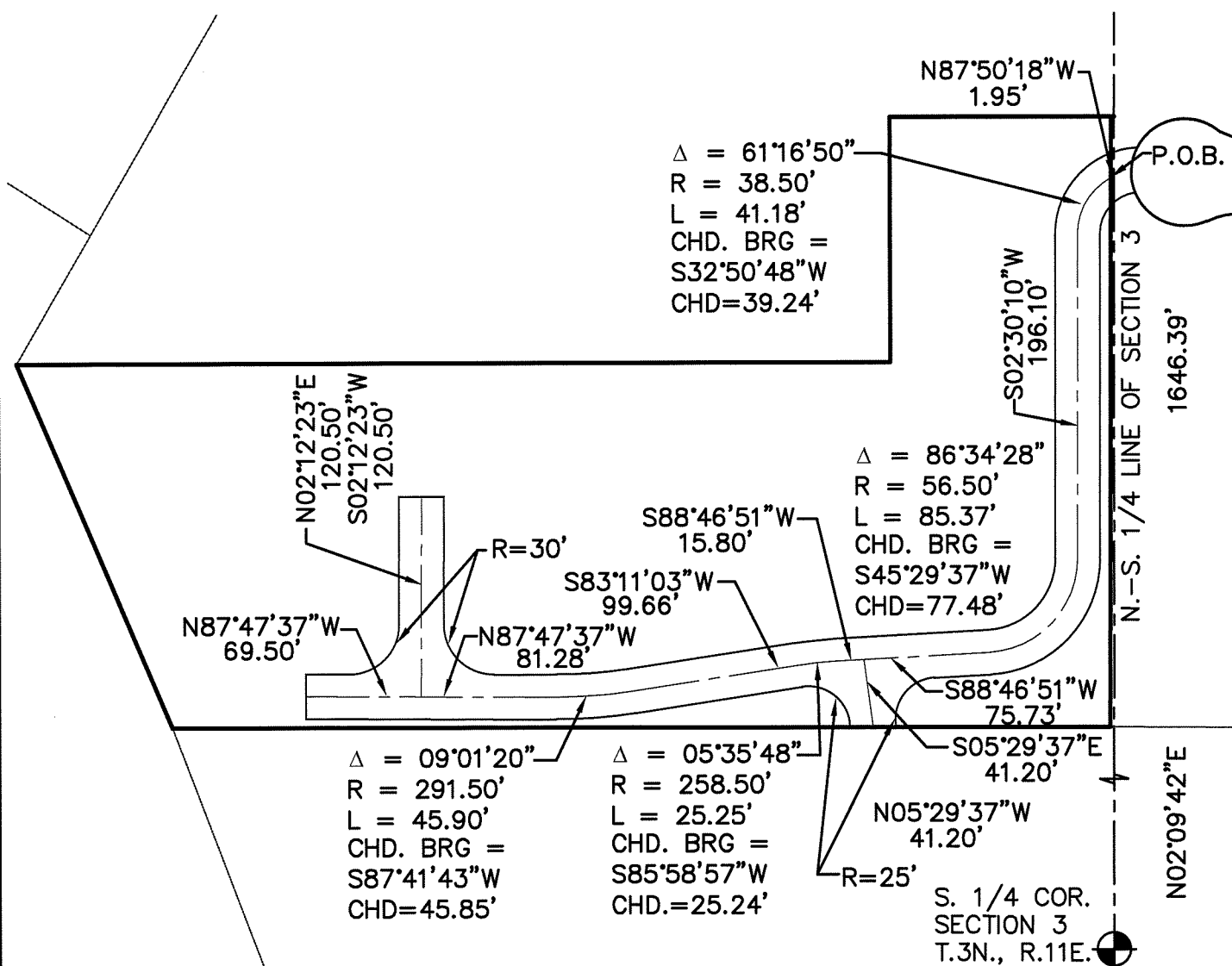
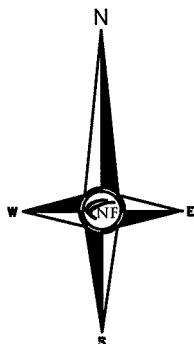


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Prepared For:  
MILESTONE DEVELOPMENT  
29110 INKSTER RD  
STE 150  
SOUTHFIELD, MI

SCALE	DATE	DRAWN	JOB NO.	SHEET
NONE	02-16-2016	N.N.	H845	2 of 3
	REV. 03-20-2017			

# Exhibit 27' Access Easement



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 1" = 100'

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