

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2026, between the **Village of Lake Orion**, a Michigan municipal corporation, whose address is 21 East Church Street, Lake Orion, Michigan 48362 (the “**Village**”) and **CGKW, LLC**, a Michigan limited liability company d/b/a Clover & Creek, whose address is 3577 Piccadilly Drive, Rochester Hills, Michigan 48309 (“**Licensee**”) and **RDA Investments, Inc.**, a Michigan corporation, whose address is 16818 Farmington Road, Livonia, Michigan 48154 (“**Parcel Owner**”).

Recitals:

A. The Village owns and maintains the right of way for South Broadway Street in the Village of Lake Orion, Oakland County, which includes the street, sidewalks and greenway located between the street and sidewalks bordering South Broadway Street, which is specifically depicted on the attached Exhibit “A” (“**Village’s Property**”).

B. Parcel Owner owns that certain improved commercial property at 197 South Broadway Street located in the Village of Lake Orion, Oakland County, Michigan, the legal description of which is set forth on the attached Exhibit “B” (“**Parcel Owner’s Property**”).

C. Parcel Owner shall execute this Agreement for the sole purpose of consenting to the recording of this Agreement with the Oakland County Register of Deeds.

D. Licensee leases Parcel Owner’s Property for the operation of a restaurant known as Clover & Creek.

E. Licensee, with Parcel Owner’s written approval and in accordance with the terms of the lease between the Parcel Owner as landlord and Licensee as tenant, seeks to make improvements to the exterior of Parcel Owner’s Property which contemplated improvements will cause the pavers to be installed to encroach upon the Village’s Property and to utilize a portion of the Village’s Property as a means of ingress and egress to and from the Parcel Owner’s Property in the operation of its restaurant business as more particularly described on the attached Exhibit “C” (the “**Encroachment and License Area**”).

F. The Village is willing to grant Licensee a revocable license (as defined in Section 3 below) to utilize both the Encroachment Area and the License Area for Licensee’s operation of its restaurant business, all in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, the Village and Licensee, intend to be legally bound, do agree as follows:

1. **Incorporation of Recitals.** Recitals A. through F. are incorporated by reference as integral terms to this Agreement.

2. **Grant of License for Encroachment Areas.** The Village grants Licensee a nonexclusive license over the Encroachment Area. The purpose of this grant is to permit the encroachment upon the Village's Property for as long as Licensee (or its successors as set out in Section 5) continue its operation of the restaurant business on the Parcel Owner's Property.

3. **Grant of License for License Area.** The Village also grants Licensee a nonexclusive license over the License Area. The purpose of this grant is to permit ingress and egress over the License Area for as long as Licensee (or its successors as set out in Section 5) continue its operation of the restaurant business on the Parcel Owner's Property or until such time as this Agreement is revoked by the Village with written notice as provided in Section 6 below. Neither party shall in any way impede or impair normal access to, over and across License Area.

4. **Indemnification, Waiver, and Insurance.** Licensee agrees to indemnify the Village for any claims, actions, damages, and liability occurring on or about the Village's Property not resulting from acts or omissions by the Village. The Licensee also waives any right of recovery it has, now or later, against the Owner for any loss or damage arising out of the use of the Village's Property not resulting from acts or omissions by the Village. The Licensee shall obtain liability insurance insuring against damage to persons or property in or about the License Area and Encroachment Area in an amount of not less than \$2,000,000.00, in which the policy shall list the Village as an insured party and, on request, Licensee shall provide the Village with a Certificate of Insurance showing the existence of the insurance and the Village as an insured party and shall provide replacement Certificates of Insurance before the certificate(s) previously provided expires.

5. **Assignment.** This Agreement is not assignable by Licensee without the written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed.

6. **Term.** The license granted to Licensee by the Village is revocable should Licensee (or its successors as set out in Section 5): (i) fail to maintain the required insurance described in Section 4; or (ii) cease to operate the Parcel owner's Property as a restaurant.

7. **Maintenance of Encroachment Area and License Area.** The Licensee shall be responsible for the costs or maintenance, repair, or replacement obligations or duties with regard to the Encroachment Area and License Area. The Licensee shall be responsible for the maintenance of the pavers, sidewalk and landscaping located within such areas. The Licensee shall be responsible for scheduling all maintenance, repair or replacement such as repair of cracks or replacement of the pavers and landscaping and keeping the area free of ice and snow. Notwithstanding anything in this Section 7 to the contrary, Licensee (and its successors as set out in Section 5) shall not be responsible for any of the obligations set forth herein that are the direct result of the Village's acts or omissions.

8. **Obligations Upon Termination.** Upon termination of the License as set out in Section 6 above, Licensee (or its successors as set out in Section 5) shall quit and surrender its use of the Encroachment Area and License Area in the same condition as accepted, normal wear and tear excepted. In the event that the Encroachment Area and License Area are not surrendered, the Village is authorized to remove any and all personal property from such areas and Owner is hereby expressly released from any and all liability claims for damages of whatever kind or nature arising from its removal and taking of said property. In addition, the Village shall have all rights and remedies as provided by law.

9. **Notices.** Any notice required or permitted to be given by the terms of this Agreement shall be given in writing delivered by personal service or overnight courier or by mailing such notice by U. S. certified mail, return receipt requested, postage prepaid, at the addresses provided for above.

10. **Entire Agreement.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan. If any provision of this Agreement shall be held to be prohibited by or invalid under any applicable law, such provision shall be deemed ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement. If either party institutes any litigation against the other with respect to this Agreement, such litigation shall be instituted in the Circuit Court of Oakland County, Michigan, and the other party hereby waives all objections to venue and all rights to seek to transfer the action due to improper or inconvenient forum. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding unless set forth in writing and signed by the parties.

11. **Headings and Captions.** Headings and captions in this Agreement are for convenience of reference only and shall not limit or affect its meaning.

BALANCE OF PAGE INTENTIONALLY BLANK

The parties have executed and delivered this Agreement as of the day and year first above written.

Owner:

Village of Lake Orion, a Michigan municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this ____ day of _____, 2026, the foregoing instrument was acknowledged before me by _____, as _____ of the Village of Lake Orion, a Michigan municipal corporation, on behalf of such corporation.

_____, Notary Public
County of _____
Acting in Oakland County
My commission expires: _____

Parcel Owner executes this Agreement for the sole purpose of consenting to the recording of this Agreement with the Oakland County Register of Deeds

Parcel Owner:

RDA Investments, Inc., a Michigan corporation

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2026, the foregoing instrument was acknowledged before me by _____, as _____ of RDA Investments, Inc., a Michigan corporation, on behalf of such corporation.

_____, Notary Public
County of _____
Acting in _____ County
My commission expires: _____

Licensee:

CGKW, LLC, a Michigan limited liability
company d/b/a Clover & Creek

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this ____ day of _____, 2026, the foregoing instrument was acknowledged before me
by _____, as the authorized Member of **CGKW, LLC**, a Michigan limited liability
company d/b/a Clover & Creek, on behalf of the company.

_____, Notary Public
County of _____
Acting in Oakland County
My commission expires: _____

Exhibit “A”

Village’s Property

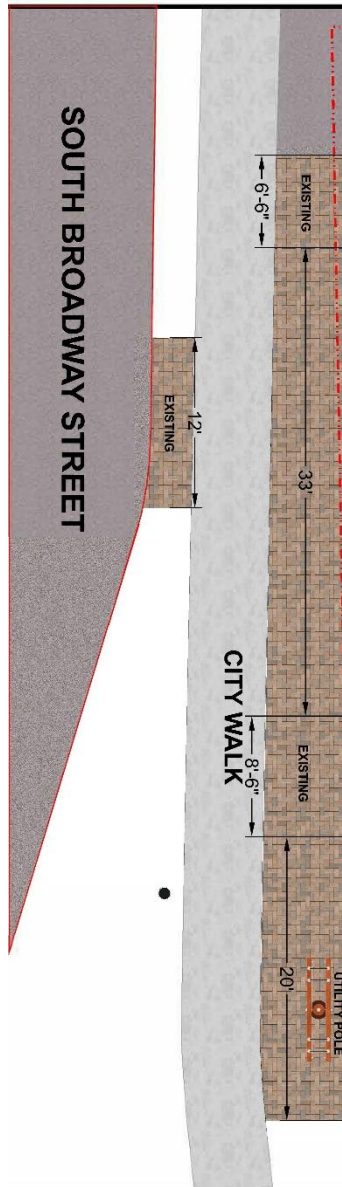


Exhibit “B”

Legal Description of Parcel Owner’s Property

ASSESSOR'S PLAT NO 2 PART OF LOT 22, ALSO ALL OF LOT 23, ALSO OF “ASSESSOR'S REPLAT OF DECKERS ADDITION” PART OF LOT 88 ALL DESCRIBED AS BEGINNING AT POINT DISTANT SOUTH 86°03'00” WEST 571.20 FEET TO TRAVERSE POINT “A” FROM THE SOUTHEAST CORNER OF SECTION 2, THENCE SOUTH 86°03'00” WEST 5 FEET MORE OR LESS TO WATER'S EDGE OF PAINT CREEK, THENCE SOUTHWESTERLY 71 FEET MORE OR LESS ALONG THE WATER'S EDGE, THENCE SOUTH 01°37'41” WEST 3 FEET MORE OR LESS TO TRAVERSE POINT “B” LOCATED SOUTH 52°29'09” WEST 38.32 FEET & SOUTH 84°49'37” WEST 50 FEET & SOUTH 61°45'55” WEST 50 FEET & SOUTH 45°13'45” WEST 13 FEET FROM TRAVERSE POINT “A,” THENCE SOUTH 01°37'41” EAST 21 FEET, THENCE SOUTH 88°22'57” WEST 97.38 FEET, THENCE NORTH 37°42'00” WEST 20.97 FEET, THENCE NORTH 05°21'15” WEST 50.92 FEET, THENCE NORTH 86°03'00” EAST 2.28 FEET, THENCE NORTH 04°06'56” WEST 20 FEET, THENCE NORTH 86°03'00” EAST 136.90 FEET, THENCE SOUTH 11°32'31” WEST 20.75 FEET, THENCE N 86°03'00” EAST 114.80 FEET TO THE POINT OF BEGINNING.

Commonly known as: 195 S. Broadway

Tax Parcel Number: 09-11-228-027

Exhibit "C"

Encroachment Area and License Area

(The brick pavers between the property boundary and the sidewalk as depicted below)

