

**LICENSE AGREEMENT
FOR USE OF UNIMPROVED PUBLIC PROPERTY**

THIS LICENSE AGREEMENT ("Agreement") is entered into as of March ____, 2024 ("Effective Date") between the **VILLAGE OF LAKE ORION**, a Michigan municipal corporation, whose municipal offices are located at 21 East Church Street, Lake Orion, Michigan 48362 ("Licensor"), and **PENINSULA OF LAKE ORION LLC**, a Michigan limited liability company, whose address is 3005 University Drive, Suite 100, Auburn Hills, Michigan 48326 ("Licensee"), on the following terms and conditions:

BACKGROUND.

A. The Licensor owns certain real property located in Lake Orion, Michigan, being the right-of-way along Lake Street, as depicted on **Exhibit A** attached hereto ("Licensor Property").

B. Licensee owns a parcel of land, Parcel Number 09-02-458-015, as depicted on **Exhibit A** attached hereto ("Licensee Property").

C. Licensor desires to grant and Licensee desires to accept a license for purposes of installing and maintaining landscaping, which shall include boulders, shrubs, flowers, and a section of a retaining wall, and constructing mailboxes for the residences of a condominium known as "Peninsula of Lake Orion" (collectively, "Improvements") as depicted on **Exhibit A** attached hereto ("License Area").

AGREEMENT

1. ACKNOWLEDGEMENTS. Licensee acknowledges and agrees that the Licensor Property, including the Licensed Area, belongs to Licensor. Licensee further acknowledges and agrees that Licensee will: (i) access and maintain the Improvements and License Area in a sightly manner, (ii) not cause encroachments to be constructed in the License Area, other than as shown on Exhibit A, (iii) not erect any other items or encumbrances upon Licensor property without Licensor's prior written and exclusive approval. Licensee acknowledges that Licensor in no way relinquishes its ownership of the Licensor Property, nor does it have any claim today or at any time in perpetuity of adverse possession or possessory rights. This Agreement will be recorded in the office of the Register of Deeds in Oakland County, Michigan.

2. GRANT OF LICENSE. Licensee shall submit a landscape plan for the License Area and other necessary plans and specifications as may be reasonably required by Licensor's Administration for approval by Licensor's Administration or its consultants and any material modifications or improvements made to Licensor Property shall only be in accordance with said approved landscape plan and only after execution of this Agreement; after which Licensor hereby

grants to Licensee a non-exclusive license over the License Area to be used for accessing and maintaining the Improvements and for no other purposes.

3. PURPOSE AND EXPENSES. The purpose of this Agreement is to permit Licensee access to the License Area for constructing and maintaining the Improvements. Licensee shall at all times be responsible for the maintenance and care of the Improvements in License Area during the term of this Agreement. Licensee shall be responsible for all costs related to Licensor's review, approval, and periodic inspections of the License Area.

4. REVOCAION. Upon a finding of cause, Licensor will provide Licensee a written notice explaining its intent to revoke this License ("Notice"), in order to place Licensee on notice of the potential revocation. Upon Licensee receiving Notice, Licensee shall have three (3) months in which to cure the condition ("Cure Period") that is the cause of the potential revocation of the License. If the cure cannot practicably be accomplished within the Cure Period, whether due to weather or nature of the cure, Licensee shall be given additional time as determined in writing at Licensor's sole discretion. The term "cause" shall mean Licensee's failure to (i) properly maintain the License Area in a reasonable manner acceptable to Licensor, (ii) prevent damage or harm from occurring to the License Area, which is not repaired with reasonable promptness, (iii) timely remediate damages incurred in the License Area from Licensee's use that may have occurred, or that is a threat to health and/or safety of persons or property. Subject to the Cure Period unless otherwise extended, the termination of the License will occur three (3) months from the date upon which Licensee is provided the Notice.

If there is an emergency declared by Licensor, revocation or suspension of the License may occur at any time, after a reasonable period (not less than five (5) days after receiving Licensor's notice) has elapsed for Licensee to effectuate a cure. If harm occurs to health, safety, or welfare of persons or property as a result of the condition for which this License is being terminated, Licensee may be responsible for all associated costs. If this Agreement is revoked, Licensee shall restore the Licensed Area to a condition consistent with that which existed as of the Effective Date of this Agreement at Licensee's sole expense.

5. NOTICES. All notices and approvals required or permitted under this Agreement shall be served by certified mail, return receipt requested, by a nationally recognized overnight courier, to an Owner at the last known address of its principal place of business, or by electronic mail with the original document to be delivered to the recipient via first class mail. The address to which notices shall be delivered may be changed from time to time by notices served as herein provided. Date of service of notice or approval shall be the date on which such notice or approval is deposited in a post office receptacle of the United States Postal Service or any successor governmental agency, or upon receipt by a nationally recognized overnight courier service, receipt requested.

Licensor: LICENSOR OF LAKE ORION
Attention: Village Manager
21 East Church Street
Lake Orion, Michigan 48362

Licensee: PENINSULA OF LAKE ORION LLC
Attention: Dominic F. Mocerì
3005 University Drive, Suite 100
Auburn Hills, MI 48326

6. INDEMNIFICATION, WAIVER, AND INSURANCE. Licensee agrees to indemnify Licensor for any claims, actions, damages, and liability occurring on or about the Licensed Area; provided, however, the claims, actions, and liability are not the result of Licensor's negligence or willful misconduct. The Licensee also waives any right of recovery it has, now or later, against Licensor for any loss or damage arising out of the use of the Licensed Area. Licensee shall obtain and maintain during the entire term of this Agreement liability insurance insuring against damage to persons or property in or about the Licensed Area with a combined single limit of coverage of at least Two Million Dollars (\$2,000,000) per occurrence, which policy shall list Licensor as an additional insured, and Licensee shall provide Licensor with an insurance binder showing the existence of the insurance with Licensor as an additional insured to the discretion and approval of Licensor's Administration.

7. ASSIGNMENT. Licensee shall not assign or transfer its right under this Agreement without the prior written consent from Licensor.

8. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee, their respective heirs, representatives, successors, or assigns and shall run with the land.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.

10. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed according to the laws of the State of Michigan. The venue for any disputes under this Agreement shall lie in Oakland County, Michigan.

11. EXHIBITS. There is one (1) exhibit, **Exhibit A**, attached hereto and made part of this Agreement.

12. EFFECTIVE DATE. This Agreement shall be effective on the date as shown above.

Remainder of Page Intentionally Left Blank.
Signature Page Follows.

IN WITNESS WHEREOF the parties execute this Agreement as of the Effective Date shown first above.

LICENSOR:

VILLAGE OF LAKE ORION,
a Michigan municipal corporation

By: _____
Print Name: _____
Its: _____

LICENSEE:

PENINSULA OF LAKE ORION LLC,
a Michigan limited liability company

By: _____
Dominic F. Mocerì
Its: Authorized Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on March ____, 2024 by _____, as _____ of Village of Lake Orion, a Michigan municipal corporation, on behalf of said company.

Print Name: _____
Notary Public, State of Michigan
_____ Co. | Comm. Exp.: _____
Acting in Oakland County

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on March ____, 2024 by Dominic F. Mocerì, as Authorized Manager of Peninsula of Lake Orion LLC, a Michigan limited liability company, on behalf of said company.

Print Name: _____
Notary Public, State of Michigan
_____ Co. | Comm. Exp.: _____
Acting in Oakland County

EXHIBIT A

1. Description of Licensor Property (see below);
2. Depiction of Licensor Property (see attached);
2. Description of Licensee Property (see below);
3. Depiction of License Area (see attached); and
4. Depiction of Licensee Property (see attached)

DESCRIPTION OF LICENSOR PROPERTY

LAND SITUATED IN THE VILLAGE OF LAKE ORION, COUNTY OF OAKLAND, STATE OF MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS:

AS SHOWN IN PLAT, PART OF ANDREW'S ADDITION TO THE VILLAGE OF ORION, AS RECORDED IN LIBER 1, PAGE 40, OAKLAND COUNTY RECORDS.

DESCRIPTION OF LICENSEE PROPERTY

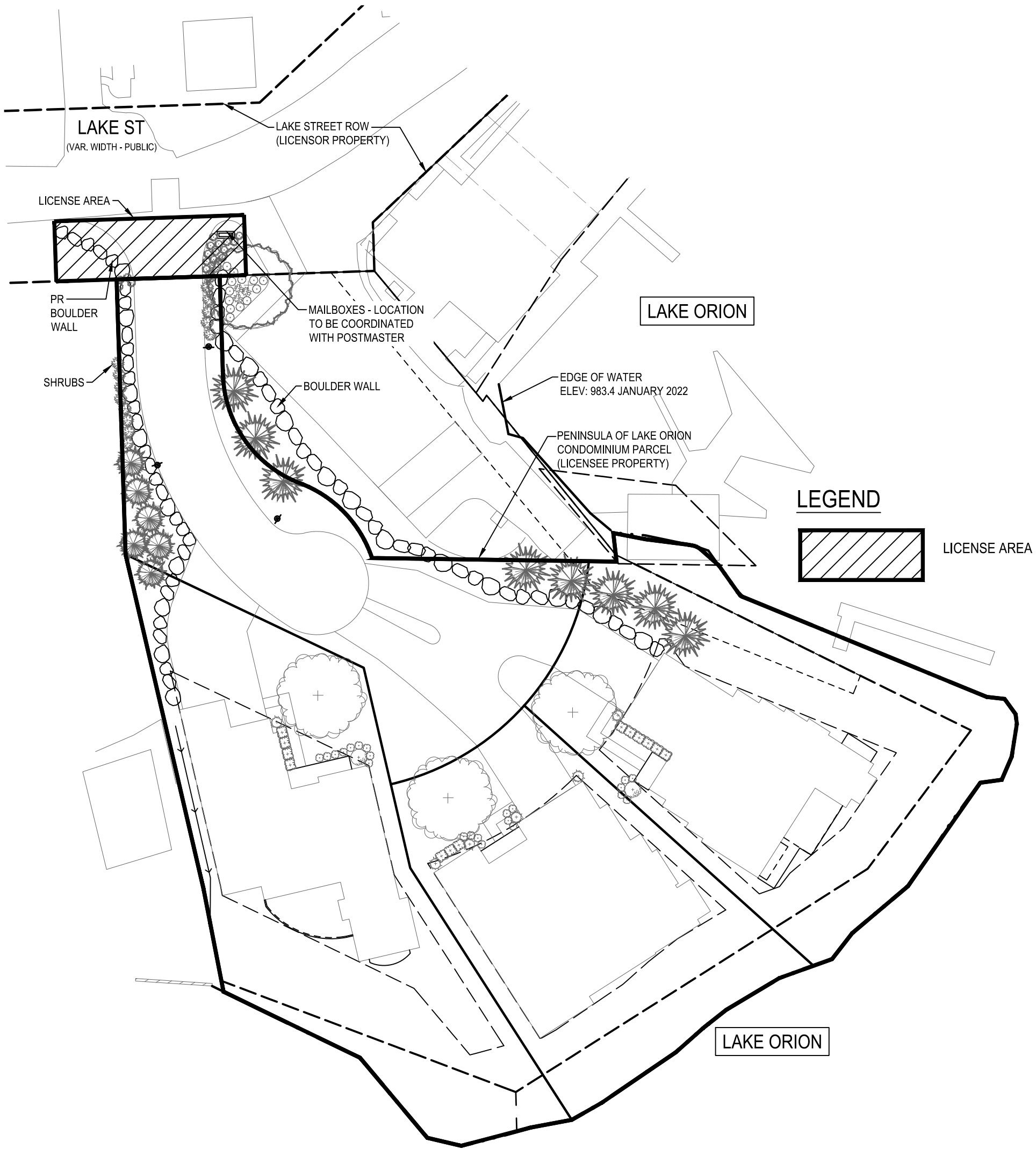
LAND SITUATED IN THE VILLAGE OF LAKE ORION, COUNTY OF OAKLAND, STATE OF MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS:

LOT 21 OF AMENDED PLAT FOR LOTS 6, AND 9 THRU 19 OF "DARLING'S RE-SUBDIVISION OF PART OF ANDREW'S ADDITION TO THE VILLAGE OF ORION", ACCORDING TO THE PLAT THEREOF RECORDED IN [LIBER 296 OF PLATS, PAGES 25, 26 AND 27](#) OF OAKLAND COUNTY RECORDS.

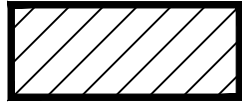
PARCEL IDENTIFICATION NUMBER: 09-02-458-015

COMMONLY KNOWN AS: VACANT LAND, LAKE ORION, MICHIGAN 48362

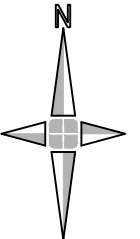
EXHIBIT A



LEGEND



LICENSE AREA



0 15' 30'
SCALE: 1" = 30'



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Manager:	NS
Designer:	-
Quality Control:	MP
Section:	2
T-04-N R-10-E	

LICENSE AREA PLAN
PENINSULA OF LAKE ORION
CONDOMINIUM
VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	03.07.2024
Scale:	1" = 30'
Sheet:	1
Project:	20107.35

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