

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT OF THE CITY RIGHT-OF-WAY (the "Agreement") is made and entered into this _____ day of _____, 2025, by and between the Grantor, City of Madison Heights, a Michigan municipal corporation, whose address is 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 (hereafter the "City" and/or the "Grantor") and CGB Holdings LLC, a Michigan limited liability company, whose address is 241 E. 11 Mile Rd, Madison Heights, MI 48071 (hereinafter the "Company" and/or the "Grantee").

RECITALS:

WHEREAS, the City is a Michigan municipal corporation, duly and legally organized under and existing as a Home-Rule City, under the provisions of 1909 P.A. 279, being specifically Michigan Compiled Laws (MCL) 117.1 et seq., with its principal offices located at 300 West Thirteen Mile Road, Madison Heights, Michigan 48071; and,

WHEREAS, the City owns the Right-of-Way, between Groveland Street and Townley Street, with the legal description of the Right-of-Way being attached hereto and made a part hereof as **Exhibit A**; and,

WHEREAS, the Company is a Michigan limited liability company, duly and legally organized under and existing by virtue of the laws of the State of Michigan, with its principal offices located at 241 E. 11 Mile Rd, Madison Heights, MI 48071; and,

WHEREAS, the Company is the owner of the property located at 241 E. 11 Mile Road, Madison Heights, Michigan 48071 (hereinafter referred to as the "Company's property" or "benefited property"), with the legal description of the Company's benefitted property being attached hereto and made a part hereof as **Exhibit B**; and,

WHEREAS, the City, by and through the Madison Heights Downtown Development Authority, has developed and approved the "2025 Downtown Streetscape E. 11 Mile Road Project" (the "Project") to revitalize the 11 Mile Road Corridor from John R to Lorenz Street, in the City of Madison Heights. The purpose of the Project is to enhance the business environment, by promoting on-street parking, upgrading sidewalks and pedestrian walkways, advancing a better use of public spaces, and encouraging private investments that contribute to a more vibrant Downtown District, all of which will create an appealing and attractive environment for all; and,

WHEREAS, the Project will be implemented on 11 Mile Road, between John R Rd and Lorenz Street, and will include reduction of the roadway from four to three lanes, the addition on-street parking, improved sidewalks and public pathways, installation of landscaping, and pedestrian amenities, including benches, bicycle racks, and trash bins, all of which is intended to create a more walkable, safe, and attractive environment for neighborhood businesses, residents, organizations, and visitors; and, .

WHEREAS, to provide on-street parking and to properly complete the Project, the City is required to close the driveway approach on 11 Mile Road to the Company's parking lot within the City's Right-of-Way (as described as **Exhibit A**) and provide an alternative means of ingress and egress to and from the Company's parking lot; and,

NOW WHEREFORE, based upon the foregoing statements, which the parties accept and acknowledge as true and accurate, and in consideration of the additional promises and mutual consideration herein received and contained, the parties agree as follows:

1. That the City shall close off the driveway approach on 11 Mile Road to the Company's parking lot and provide on-street parking directly in front of the Company's property, as depicted on **Exhibit D** attached hereto and made a part hereof. This on-street parking shall be available to members of the public, including the Company's customers
2. That the City recognizes that closing the driveway approach on 11 Mile Road, in order to provide for on-street parking on 11 Mile Road, may impact the circulation of motor vehicles in the Company's parking lot and reduce the number of available parking spaces in the Company's parking lot. To alleviate these issues, the City hereby grants permission to the Company to encroach upon a portion of the City's Right-of-Way for the purpose of providing adequate parking spaces and an adequate drive aisle in the Company's parking lot. The encroachment area is described in Exhibit C and the Engineer's plans and specifications (the "plans") are described in Exhibit D, both Exhibits being attached hereto and made a part hereof. Further, the company shall maintain its two (2) existing driveway approaches on Townley, which are not depicted in Exhibit D.
3. That the signatories represent and warrant that they, by execution of this Encroachment Agreement, have authority to act on behalf of the City, as Grantor, and the Company, as Grantee, respectively. Further, this Encroachment Agreement may be signed in one or more counterparts, all of which, when taken together, shall be deemed to be one full and complete document. Copies of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

[THE REST OF THIS PAGE IS BLANK]
[SIGNATURE PAGES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above

"GRANTOR"

**CITY OF MADISON HEIGHTS,
a Michigan municipal corporation**

"GRANTEE"

**CGB HOLDINGS LLC
a Michigan limited liability company**

Melissa R. Marsh, City Manager

John Glon, Managing Partner

Cheryl E. Rottman, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this__ day of _____, 2025, by Melissa R. Marsh and Cheryl E. Rottman, City Manager and City Clerk of the City of Madison Heights to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they have executed the same as their free act and deed on behalf of the City of Madison Heights.

Notary Public County
Acting in County, MI
My Comm. expires:

STATE OF MICIDGAN)
) ss
COUNTY OF OAKLAND))

The foregoing instrument was acknowledged before me this__ day of _____, 2025, by John Glon, Managing Partner of CGB Holdings LLC, a Michigan limited liability company (hereinafter the "Company"), to me known to be the person described in and who executed the foregoing instrument and acknowledged that he has executed the same as his free act and deed on behalf of the Company

Notary Public County
Acting in County, MI
My Comm. expires:

DRAFTED BY AND WHEN RECORDED
RETURN TO:
Jeffrey A. Sherman, Esq.
30700 Telegraph Road, #3420
Bingham Farms, MI 48025
(248) 540-3366 Telephone