

## **EASEMENT**

**THIS EASEMENT FOR INGRESS AND EGRESS** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Grantor, City of Madison Heights, a Michigan municipal corporation, by and through the Madison Heights Downtown Development Authority (the “DDA”), whose collective address is 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 (hereafter the “City” and/or the “Grantor”) and Madison Heights East 11 Mile LLC, a Michigan limited liability company, whose address is 44004 Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48302 (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 is the owner of the entire public alleyway between Delton and Osmun Street in the City of Madison Heights (the “public alleyway” or the “burdened property”), with the legal description of the public alleyway 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 44004 Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48302; and,

**WHEREAS**, the Company is the owner of the property located at 515 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 property being attached hereto as Exhibit B; and,

**WHEREAS**, the City, by and through the DDA, 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 contributes 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 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 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 covenants 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 more particularly depicted on Exhibit E attached hereto. This on-street parking shall be available to members of the public, including customers of the Company.
2. That, in lieu of the driveway approach on 11 Mile Road to the Company's property, the City hereby grants, gives, and conveys a twenty (20') foot wide easement to the Company for ingress and egress on a portion of the public alleyway between Delton and Osmun Street in the City of Madison Heights, with the legal description of the easement being attached hereto and made a part hereof as Exhibit C and the Engineer's plans and specifications being attached hereto and made a part hereof as Exhibit D.
3. That the Company accepts the easement for the purposes described herein, which acceptance is evidenced by execution of the easement by each party and its recording at the Oakland County Register of Deeds. Since most of the easement use will be the Company's customers, employees and invitees, the Company shall promptly maintain, repair and restore the easement area if damaged or disturbed by reason of the exercise of any of the foregoing rights or powers, to its original condition in a good and workmanlike manner, at its sole cost and expense. The maintenance obligation includes snow removal and salting in the easement area only. Further, the Company releases, defends, indemnifies and hold the City harmless, including its city council, officers, administrators, employees, attorneys, departments, boards and commissions, consultants, contractors, affiliates, insurers, agents, servants, successors, assigns, or equivalent, or anyone claiming by or through them, from any and all actions, causes of action, and claims of any nature whatsoever, which were, are, or may, in the future, be cognizable against the City in regard to the Company's use of the easement, including its customers, employees, and invitees, and its maintenance and repair of the same, if necessary.
4. That the Company shall have non-exclusive use of the easement for the purposes stated herein; provided, however, since the alleyway must remain open to Police, Fire, EMS and Utility companies, the easement cannot be blocked or barricaded in any way and the utilities (on, in, under or above) may not be impaired or hindered in any way. Further, nothing shall impede or prohibit the Company's employees, customers, invitees, or vendors from entering on the Osmun side of the alleyway to get to the Company's parking lot; or the employees, customers, invitees, or vendors of the neighboring

business from entering on either side of the alleyway to get to their respective destination. Nonetheless, the City shall construct a sign, at its sole cost and expense, directing the Company's employees, customers, invitees, and vendors to the Company's parking lot.

5. That, if the Company determines, in its sole discretion, that the easement is adversely affecting its business operations and/or customer convenience, the Company may request, in writing, that the City vacate the easement and build a driveway approach into the Company's parking lot from Delton Street, at the sole cost and expense of the City, by and through the DDA. In such a case, the easement shall be vacated by a written agreement signed by both parties and recorded at the Oakland County Register of Deeds. Notwithstanding the foregoing, the parties acknowledge that, to give the easement a fair chance to work, said request to build a driveway approach from Delton shall not be made for at least one (1) year from the date the easement has become operational and in use and not later than years (2) years from said date. Notwithstanding the two (2) year limit set forth in the previous sentence, if Company ever elects to redevelop the Company's property, as a result of casualty or otherwise, and the Company and City, in their mutual reasonable judgment determine that the Company's property, as redeveloped, would function better with a driveway approach into the Company's parking lot from Delton Street then the City would not object to the installation of such driveway approach with the exact location of said approach on Delton Street subject to a Company initiated site plan review process for such improvements, subject to all access management standards contained within the Zoning Ordinance; the costs for such improvements, including all application and review fees, shall be paid by the Company. The Company acknowledges that it currently has eleven (11) parking spaces and one (1) handicap space in its parking lot. The Company further acknowledges that a driveway approach from Delton shall result in the loss of two (2) parking spaces. Even so, for purposes of complying with the City's parking ordinances, the City will give the Company credit for the two missing parking spaces.

6. That the signatories represent and warrant that they, by execution of this Easement, have authority to act on behalf of the City, by and through the DDA, as Grantor, and the Company, as Grantee, respectively. Further, this Easement 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.

**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"**  
**MADISON HEIGHTS EAST 11 MILE**  
**ROAD, LLC, a Michigan limited liability**  
**company**

\_\_\_\_\_  
By: Melissa R. Marsh, City Manager

\_\_\_\_\_  
By: Charles Laurencelle, Managing Member

\_\_\_\_\_  
By: Cheryl E. Rottman, City Clerk

**MADISON HEIGHTS DOWNTOWN**  
**DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
By: Yousef Jarbo, Chairman

**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, and Yousef Jarbo, Chairman of the Madison Heights Downtown Development Authority (“DDA”) 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, by and through the DDA.

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

**STATE OF MICHIGAN )**  
**) SS.**  
**COUNTY OF OAKLAND)**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Charles Laurencelle, managing member of Madison Heights East 11 Mile 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  
Acting in \_\_\_\_\_ County  
\_\_\_\_\_  
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  
(248) 540-5959 Fax

**EXHIBIT A:**

**LEGAL DESCRIPTION OF ENTIRE PUBLIC ALLEYWAY (BURDENED PROPERTY)**

**“ALL OF AN EAST-WEST 20 FOOT WIDE PUBLIC ALLEY LYING BETWEEN DELTON STREET (50 FEET WIDE) AND OSMUN STREET (50 FEET WIDE), NORTH OF 11 MILE ROAD OF “TUXEDO PARK SUBDIVISION” OF PART OF THE SOUTHWEST 1/4 OF SECTION 13, ROYAL OAK TOWNSHIP (NOW CITY OF ROYAL OAK), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 32 OF PLATS, ON PAGE 37, OAKLAND COUNTY RECORDS BEING DESCRIBED AS A 20 FOOT ALLEY LYING BETWEEN THE EAST LINE OF DELTON STREET AND THE WEST LINE OF OSMUN STREET, LYING ADJACENT TO LOTS 485 THROUGH 498 OF SAID “TUXEDO PARK SUBDIVISION.”**

**EXHIBIT B:**

**LEGAL DESCRIPTION OF COMPANY'S PROPERTY (BENEFITED PROPERTY)**

**LOTS 486 THROUGH 489, INCLUSIVE, OF "TUXEDO PARK SUBDIVISION" OF PART OF THE SOUTHWEST 1/4 OF SECTION 13, ROYAL OAK TOWNSHIP (NOW CITY OF ROYAL OAK), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 32 OF PLATS, ON PAGE 37, OAKLAND COUNTY RECORDS, COMMONLY KNOWN AS 515 E. 11 MILE ROAD, MADISON HEIGHTS, MICHIGAN 48071.**

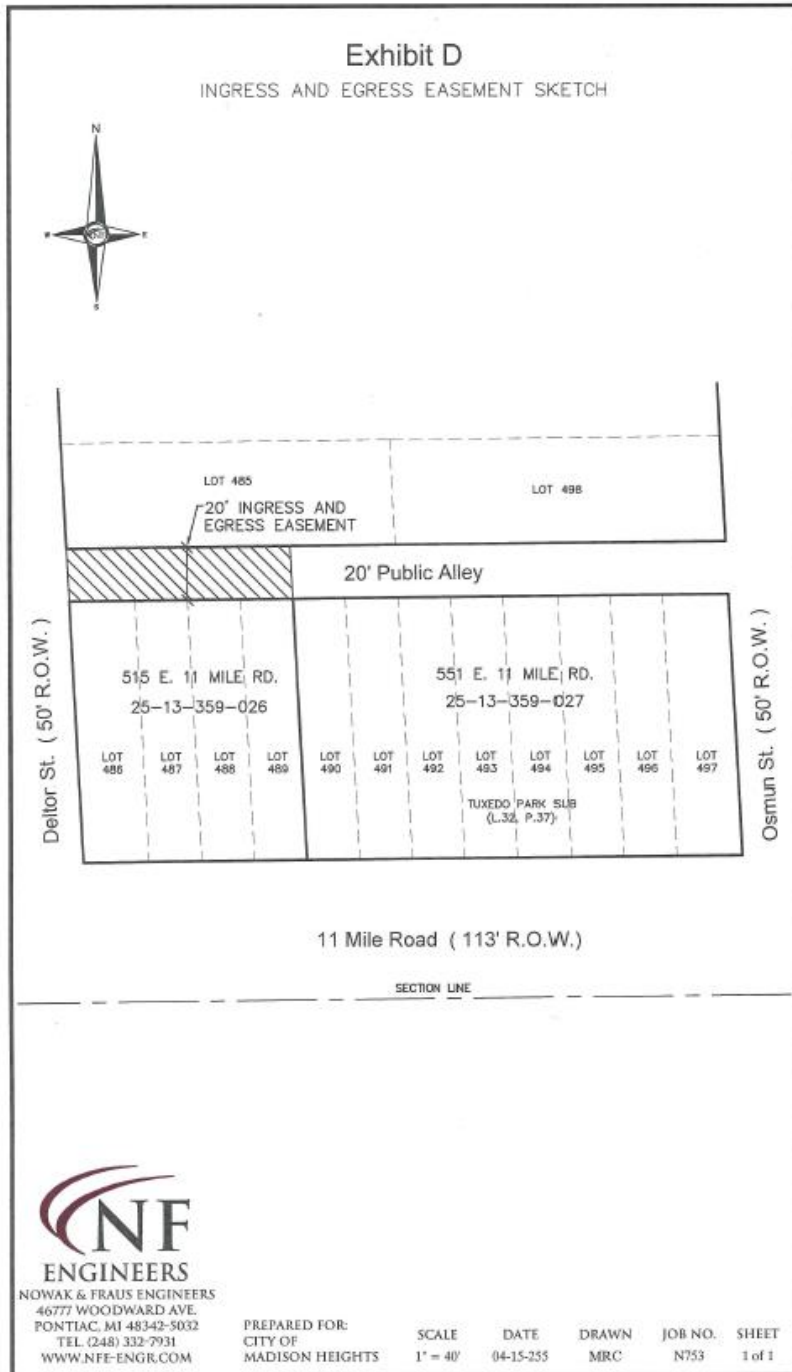
**TAX ID: 25-13-359-026**

**EXHIBIT C:**

**LEGAL DESCRIPTION OF EASEMENT**

A 20 FOOT WIDE EASEMENT BEING A PART OF AN EAST-WEST 20 FOOT WIDE PUBLIC ALLEY LYING BETWEEN DELTON STREET (50 FEET WIDE) AND OSMUN STREET (50 FEET WIDE), NORTH OF 11 MILE ROAD OF "TUXEDO PARK SUBDIVISION" OF PART OF THE SOUTHWEST 1/4 OF SECTION 13, ROYAL OAK TOWNSHIP (NOW CITY OF ROYAL OAK), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 32 OF PLATS, ON PAGE 37, OAKLAND COUNTY RECORDS BEING DESCRIBED AS A 20 FOOT EASEMENT LYING BETWEEN THE EAST LINE OF DELTON STREET AND THE EAST LINE OF LOT 489, AS EXTENDED, LYING ADJACENT TO LOTS 485 THROUGH 489 OF SAID "TUXEDO PARK SUBDIVISION."

**EXHIBIT D:**  
**ENGINEER'S PLANS AND SPECIFICATIONS**





# **EXHIBIT E:** **PARKING DEPICTION**

