

EASEMENT

THIS EASEMENT (the “**Easement**”) is made and entered into this _____ day of _____ 2026, by and among the **CITY OF MADISON HEIGHTS**, a Michigan municipal corporation, whose address is 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 (“**City**”), **MAD FUEL HOLDINGS, LLC**, a Michigan limited liability company, whose address is 600 North Old Woodward, Suite 100, Birmingham, Michigan 48009 (“**Mad Fuel**”), and **611 MADISON PROPERTY, LLC**, a Michigan limited liability company, whose address is 600 North Old Woodward, Suite 100, Birmingham, Michigan 48009 (“**611 Madison**”).

RECITALS:

WHEREAS, the City is a Michigan municipal corporation, duly and legally organized under and existing as a Home-Rule City, pursuant to the provisions of 1909 Public Act 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, Mad Fuel 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 600 North Old Woodward, Suite 100, Birmingham, Michigan 48009; and

WHEREAS, 611 Madison 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 600 North Old Woodward, Suite 100, Birmingham, Michigan 48009; and

WHEREAS, the City is the owner of an alleyway, running east and west, from Dartmouth Street, in the City of Madison Heights, to the property commonly known as 611 West Twelve Mile Road, Madison Heights, Michigan 48071, which is approximately seventeen (17’) feet wide, and is legally described on the attached Exhibit 1 (collectively, the “**City Alley**”); and

WHEREAS, Mad Fuel is the land contract vendee of the improved parcel of real property located at 601 West Twelve Mile Road, Madison, Heights, Michigan 48071, which is legally described on the attached Exhibit 2 (“**Gas Station Parcel**”), and is located adjacent to the northern boundary of the City Alley, and Mad Fuel has the right to grant this easement under its land contract; and

WHEREAS, 611 Madison is the owner of the real property located at 611 West Twelve Mile Road, Madison Heights, Michigan 48071 (Parcel Numbers: 44-25-14-202-030 and 44-25-14-202-031, hereinafter “Parcel 30” and Parcel “31”), which is legally described on the attached Exhibit 3 (“**611 Madison Property**”), and is located adjacent to the west boundary of the City Alley and the Gas Station Parcel; and

WHEREAS, the Modernize I-75 Project, a major, multi-year reconstruction effort in Oakland County, restricted ingress and egress to the 611 Madison Property, by prohibiting westbound Twelve Mile Road traffic from turning left from Twelve Mile Road into the 611 Madison Property or turning left out of the 611 Madison Property onto Twelve Mile Road; and

WHEREAS, 611 Madison is desirous of developing the 611 Madison Property and leasing a soon to be constructed building and parking lot to Bubba's Holdings, LLC, a Kentucky limited liability company, doing business under the name of Bubba's 33, a subsidiary chain owned by Texas Roundhouse, Inc., with over fifty (50) locations currently in operation in the United States, as a family-friendly sports restaurant, serving comfort food such as fried chicken, mashed potatoes, green beans, yeast rolls, black-eyed peas, burgers, pizza, and other nurturing favorites; and

WHEREAS, it is in the City's interest to promote economic growth and job creation, increase tax revenue for public services, enhance the quality of life for its residents, and attract people and businesses from neighboring cities, among other reasons; and

WHEREAS, the proposed project and these goals can be best facilitated with greater ingress and egress to and from the 611 Madison Property.

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. The City hereby grants to 611 Madison for the benefit of the present and future owners of the 611 Madison Property and their respective successors, assigns, mortgagees, lessees, employees, agents, licenses, vendors and invitees, a non-exclusive easement for vehicular passage in, on, over and across the entirety of the City Alley, for ingress and egress to and from the 611 Madison Property to and from Dartmouth Street subject to the terms and conditions stated herein ("**City Alley Easement**").

2. Mad Fuel hereby grants to 611 Madison, for the benefit of the present and future owners of the 611 Madison Property and their respective successors, assigns, mortgagees, lessees, employees, agents, licenses, vendors and invitees, a non-exclusive easement for vehicular passage in, on, over and across the southerly five (5') feet of the Gas Station Parcel directly adjacent to the City Alley, as legally described on the attached Exhibit 4 ("**Gas Station Parcel Easement Area**") for ingress and egress to and from the 611 Madison Property and from Dartmouth Street subject to the terms and conditions stated herein, and for the construction and installation of the improvements as provided herein ("**Gas Station Parcel Easement**"). The City Alley Easement and the Gas Station Parcel Easement shall be collectively referred to herein as the "**Access Easement.**" The City Alley and the Gas Station Parcel Easement Area shall be collectively referred to herein as the "**Access Easement Area.**"

3. The parties agree and acknowledge that as a result of the City granting to 611 Madison the City Alley Easement and Mad Fuel granting to 611 Madison the Gas Station Parcel Easement, that the combined width of the Access Easement Area is twenty-two (22') feet, which permits two-way vehicular traffic for ingress and egress to and from the 611 Madison Property to and from Dartmouth and to and from Dartmouth to the 611 Madison Property.

4. The parties agree and acknowledge that, with the exception of the Gas Station Parcel Easement, vehicular access and/or passage shall not be permitted between the Gas Station Parcel and the Access Easement Area

5. In addition to the foregoing, 611 Madison shall:
 - a. Submit and file a “Request to Combine Parcels,” with the City to combine Parcel 30 and Parcel 31 comprising the 611 Madison Property; and,
 - b. Reconstruct the Access Easement Area with eight (8”) inch concrete pavement and a six (6”) inch 21AA aggregate base; patch and fill any potholes that develop after resurfacing; seal any and all cracks in the concrete; regularly clean and maintain any storm drainage improvements that may be installed as part of the final design; and otherwise maintain the Access Easement Area, including removing the snow therefrom, on a timely and proper basis, all at 611 Madison’s sole cost and expense; and,
 - c. Construct six (6”) inch concrete curbs at the north and south edges of the Access Easement Area; provide regular maintenance of the concrete curbs, including repairing any and all curb failures and sealing any and all cracks within the curbs; and,
 - d. Separate the Access Easement Area from the Gas Station Parcel by constructing and/or installing a thirty (30”) inch-tall decorative masonry knee wall along the north side of the Gas Station Parcel Easement Area, from the eastern edge of the convenience store building on the Gas Station Parcel to the Dartmouth Street right-of-way (“**Screen Wall**”), provided, however, the new dumpster enclosure may serve as a portion of the Screen Wall); the Screen Wall shall extend around the southeast corner of the Gas Station Parcel and continue north adjacent to Dartmouth along the adjacent parking space, which shall serve as a screen wall to such parking spaces on the Gas Station Parcel; and repair any and all portions of the Screen Wall that become damaged or in disrepair; and submit all required permits and construction details for said Screen Wall to the City for review and approval; and,
 - e. Replace the chain link fence on the south side of the City Alley, in its entirety, with a decorative six (6’) foot high decorative wood fence from the 611 Madison Property to the front side of the house immediately south of the City Alley, and install shrubs and/or other landscaping reasonably acceptable to the City within the twenty (20’) feet wide area from the front (east side) of such house to the Dartmouth Street right-of-way, which shall provide clear vision for all motorists; and submit all required permits and construction details for said fence and landscaping to the City for review and approval; and,
 - f. Within thirty (30) days after final City Council approval and the recording of this Easement, 611 Madison shall pay the City for non-exclusive use of the City Alley Easement as described herein a one-time payment in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00), which may be used by the City for any purposes allowed by law, including but not limited to the cost of future vehicular, pedestrian, and non-motorized safety and efficiency improvements within the neighborhood, as needed, or in other nearby City neighborhoods, as needed. In any event, these funds become the property of the City of Madison Heights.
 - g. Reorient the parking spaces at the southeast corner of the Gas Station Parcel, due to the Access Easement Improvements including the above Screen Wall requirement, with the goal of minimizing the loss of parking spaces at the Gas Station Parcel and bringing the parking lot into better compliance with the City’s zoning ordinance. This parking space reorientation and the installation of the Screen Wall will bring this portion of the Gas Station Parcel into better compliance with the City’s landscaping screening requirements; and submit all required permits and construction details for said Gas Station Parcel improvements to the City for review and approval; and,

h. Provide the City with a copy of the recorded memorandum of lease between 611 Madison and Bubba's 33, when recorded and,

i. If the City determines that 611 Madison has not complied with its obligations to maintain those improvements as required in this Section 5, the City may serve written notice upon 611 Madison, setting forth the manner in which 611 Madison has failed to maintain such improvements. Written notice required in this Easement may be provided by first class mail to the addresses set forth in the introductory paragraph of this Easement ("**Repair Notice**"). The Repair Notice shall specify the maintenance deficiencies and include a demand that such maintenance deficiencies be cured within thirty (30) days. If such repairs cannot reasonably be completed within such thirty (30) day period, 611 Madison shall commence such repairs as soon as reasonably possible and diligently proceed to completion, not to exceed ninety (90) days ("**Cure Period**"). If the deficiencies are not cured within the Cure Period, the City and/or its contractors may enter upon the Easement Area to perform such maintenance and assess the cost of such maintenance to 611 Madison. In the event the City enters upon the Access Easement Area to perform such maintenance work in accordance with this Section, the City may add to the actual cost of maintenance a sum equal to ten (10%) percent of the costs incurred by the City in completing the same to cover the costs of servicing this Easement. The costs incurred by the City hereunder shall be due and payable within thirty (30) days after receipt by 611 Madison of a written invoice for the same from the City with appropriate supporting documentation. Any such amount not paid within thirty (30) days following the receipt of the invoice may be placed on the delinquent tax roll of the City for the 611 Madison Property and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. At the discretion of the City, such costs and expenses may also be collected by suit initiated against 611 Madison, nothing herein being intended to limit the City's remedies in law and/or equity. At the discretion of the City, such costs and expenses may also be collected by suit initiated against 611 Madison, nothing herein being intended to limit the City's remedies in law and/or equity, including the right to seek a court order vacating the easement in accordance with paragraph 10 below.

6. All the foregoing improvements shall be constructed in accordance with the Plans and Specifications, prepared by PEA Group, Job No. 25-0636 and approved by the City, under Engineering Plan Review permit PENG#____, which shall be attached hereto at Exhibit 5 (hereinafter collectively the "**Plans**") prior to the recording of this Easement, with all Plans and construction being at the sole cost and expense of 611 Madison. In the event of conflict between this Easement and the Plans, the Plans shall control as to the improvements required herein, but this Easement shall control for all non-construction issues. 611 Madison will submit construction drawings and all necessary construction and right-of-way permits to the City which shall be prepared substantially in accordance with the Plans; and all foregoing improvements and their associated permit applications shall be submitted to the City and reviewed and approved administratively under the pertinent permitting processes.

7. 611 Madison accepts the Access Easement granted herein for the purposes described herein and the requirements herein to effectuate the Access Easement, which acceptance is evidenced by execution of this Easement by each party and its recording at the Oakland County Register of Deeds. Since the use of the Access Easement will be primarily by 611 Madison's customers, employees, lessees, agents, licensees, vendors, invitees, successors and assigns ("**Easement Users**"), 611 Madison shall maintain, repair and restore the Access Easement Area if damaged or disturbed by reason of the exercise of any of the foregoing rights or powers in a good and workmanlike manner, at its sole cost and expense. The maintenance obligation includes snow removal and salting of the Access Easement Area. Further, 611 Madison releases, defends, indemnifies and hold the City and Mad Fuel harmless,

including the members, managers, directors, officers, City council, officers, administrators, employees, attorneys, departments, boards and commissions, consultants, contractors, affiliates, insurers, agents, servants, successors, and assigns of the foregoing, or anyone claiming by or through them (collectively, the “**Indemnitees**”), to the extent of any loss or damages incurred as a result of any and all actions, causes of action, and claims of any nature whatsoever, which arise out of the use of the Access Easement Area by 611 Madison and/or the Easement Users, and 611 Madison’s maintenance and repair of the same, except to the extent of any willful misconduct or negligence by the Indemnitees.

8. The Owner shall have non-exclusive use of the Access Easement for the purposes stated herein; provided, however, since the City Alley must remain open to Police, Fire, EMS and Utility companies, 611 Madison may not block or barricade the Access Easement Area in any way, and the utilities (on, in, under or above the Access Easement Area) may not be impaired or hindered in any way. This easement shall in no way impede the City’s or Utility Companies’ ability to access, maintain, repair underground utilities or overhead utilities within the Access Easement Area.

9. The Easement, and all foregoing provisions, obligations and considerations, shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns and shall run with the land. Any amendment or modification of this Easement must be in writing, executed by all of the then current owners of the 611 Madison Property, Gas Station Property, and the City, approved by the City and recorded with the Oakland County Register of Deeds.

10. This Easement for Ingress and Egress, and the required maintenance thereof as described herein, shall continue in full force and effect unless (a) the terms and conditions of this agreement are not being complied with by all of the parties, and/or; (b) the need for ingress and egress no longer exists, and/or (c) all parties agree to vacate the easement, and/or (d) the easement is abandoned or not being used as intended, and/or (e) the easement is openly and continuously blocked to all vehicular traffic for more than 180 days through no fault of the City for legal or utility purposes, and/or (f) for any other reason under the law, all of the foregoing being subject to a decision by a court of competent jurisdiction, unless the parties mutually agree to vacate the Easement, in which case the parties agree to execute a document, in recordable form, titled, “Vacation of Easement.”

11. This Agreement shall be considered null and void if Bubba’s 33 does not waive its lease contingencies and/or fails to complete the proposed project with 611 Madison. Any future use of the benefitted property shall be subject to all City ordinances and regulations.

12. The signatories below represent and warrant that they, by execution of this Easement, have authority to act on behalf of the respective party on behalf of which they execute this Easement. 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 Easement shall be deemed to be originals and may be relied on to the same extent as the originals.

(signatures on following pages)

EXHIBIT 1

LEGAL DESCRIPTION OF CITY ALLEY

**THE NORTHERLY 17 FEET OF A PUBLIC ALLEY, AS DEFINED IN
“ASSESSOR’S PLAT NO. 2” AS RECORDED IN LIBER 118, PAGE 13,
OAKLAND COUNTY RECORDS, BETWEEN THE WEST BOUNDARY LINE
OF ASSESSOR’S PLAT NO. 2 AND THE WEST RIGHT-OF-WY LINE OF
DARTMOUTH ST. ADJACENT TO LOTS 5 THRU 12.**

EXHIBIT 2

LEGAL DESCRIPTION OF GAS STATION PARCEL

PARCEL ID: 25-14-202-003

**TIN, R11E, SEC 14 ASSESSORS PLAT NO. 2, LOTS 5 THRU 11 INCL.
EXCEPT NORTH 7 FT FOR HWY.**

EXHIBIT 3

LEGAL DESCRIPTION OF 611 MADISON PROPERTY

PARCEL LOT 30

PARCEL ID: 25-14-202-030

**T1N, R11E, SEC 14, PART OF NE 1/4, BEG AT NW COR OF LOT 11 OF
“ASSESSORS PLAT NO 2,” TH W 61.47 FT, TH S 00-42-20 E 22.11 FT, TH S
54-55-50 W 268.85 FT, TH S 25-29-00 W 85.06 FT, TH E 317.32 FT, TH N 00-
07-00 E 253.37 FT TO BEG 1.06 A 8/22/89 FR 002.**

PARCEL LOT 31

PARCEL ID: 25-14-202-031

**T1N, R11E, SEC 14, PART OF NE 1/4, BEG AT PT DIST S 00-07-00 W 253.37
FT FROM NW COR OF LOT 11 OF ‘ASSESSORS PLAT NO 2,’ TH W 317.32
FT, TH S 25-29-00 W 132.42 FT, TH E 374.05 FT, TH N 00-07-00 E 119.53 FT
TO BEG 0.95 A 8/22/89 FR 002.**

EXHIBIT 4

LEGAL DESCRIPTION OF GAS STATION PARCEL EASEMENT AREA

AN EASEMENT FOR ALLEY EXTENSION OVER THE SOUTH 5 FEET OF LOTS 15-11 INCLUSIVE, OF "ASSESSOR'S PLAT NO. 2" AS RECORDED IN LIBER 118, PAGE 13, OAKLAND COUNTY RECORDS DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 11 ON THE WEST LINE OF SAID "ASSESSOR'S PLAT NO. 2," THENCE ALONG SAID WEST LINE N00°07'00"E 5.00 FEET; THENCE EAST 161.00 FEET ALONG A LINE, FIVE FEET NORTH AND PARALLEL TO THE SOUTH LINE OF LOTS 5-11, TO THE WEST LINE OF DARTMOUTH STREET (50 FEET WIDE); THENCE ALONG SAID WEST LINE S00°07'00"W 5.00 FEET TO THE SOUTH LINE OF LOT 5; THENCE ALONG THE SOUTH LINE OF SAID LOTS 5-11, WEST 161.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT 5

PLANS AND SPECIFICATIONS