

## TEMPORARY PERMIT FOR INGRESS AND EGRESS

THIS TEMPORARY PERMIT FOR INGRESS AND EGRESS ("Agreement") is made and entered into this 18<sup>th</sup> day of April, 2008, by and between the City of Ann Arbor, a Michigan municipal corporation, with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107 (the "Grantor"), and Jeanne Properties LLC, a Michigan limited liability company, with office at 210 S. Ashley St., Ann Arbor, Michigan 48104 (the "Grantee").

### RECITALS:

A. Grantor is the owner of a parcel of land located in the City of Ann Arbor, Washtenaw County, Michigan, more particularly described on the attached Exhibit A (the "Grantor Parcel").

B. Grantee is the owner of a parcel of land located in the City of Ann Arbor, Washtenaw County, Michigan, located adjacent to the Grantor Parcel and which is more particularly described on the attached Exhibit B (the "Grantor Parcel"). Grantor and Grantee have been negotiating the terms of an agreement for the purchase by Grantee of the Grantor Parcel.

C. Grantee's Parcel has access to W. Washington Street through use of an easement which was established by the instruments recorded at Liber 4047, Page 547; Liber 2272, Page 502; Liber 2363, Page 498; Liber 2363, Page 500; and Liber 2363, Page 505 (the "Existing Access Easement").

D. It is the understanding of Grantor and Grantee that the owner of the Adjacent Property intends to perform certain improvements to the Adjacent Property which might interfere with Grantee's right to utilize the Existing Access Easement.

E. Grantor desires to grant to the Grantee a permit for ingress and egress over and through the portion of the Grantor Parcel in accordance with the terms and conditions contained in the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged and with the intent to be legally bound, the parties agree as follows:

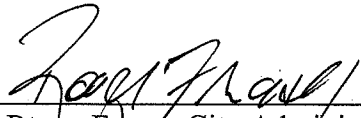
1. **Permit Grant and Description.** Grantor grants for the use and benefit of the Grantee Parcel, the business located within the Grantee Parcel and Grantee's customers and invitees, a non-exclusive permit on, over and through the Grantor Parcel for the purposes of providing vehicular and pedestrian ingress and egress to and from Grantee's Parcel and W. Washington St. (the "Easement").
2. **Term of the Permit Termination.** The Permit shall be in effect during all times that Grantee is unable to utilize the Existing Access Easement as a result of the construction activities within the property located adjacent to the Easement (the "Adjacent Property"). The Permit shall automatically terminate upon the earlier to occur of: (a) completion of all of the improvements within the Adjacent Property; or (b) the date, if any, that Grantee obtains title to the Grantor Parcel.
3. **Binding on Successors and Assigns.** This Agreement is intended to and shall run with the land, and shall be both a burden and a benefit to the Grantor Parcel and bind and insure to the benefit of the Grantee and Grantor and their successors and assigns.
4. **Amendment.** No termination, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing signed by the parties.
5. **Authority.** Each party represents and warrants to the other that it has the full right, power and authority to enter into this Agreement.
6. **Waiver.** No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.
7. **Severability.** The provisions of this instrument are severable. If any section, paragraph, sentence or provision hereof shall be determined to be invalid or unenforceable, it shall not affect the validity of any remaining provisions herein and all remaining provisions shall be given full force and effect separately from the invalid or unenforceable section, paragraph, sentence or provision, as the case may be.
8. **Captions.** The captions in the section headings are for the convenient reference only and in no way define, describe or extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, and when fully executed by all parties, shall be deemed one and the same instrument binding upon all parties.

10. **No Public Dedications.** The permit rights granted hereunder are not intended, nor shall it be construed, to create any rights in or for the benefit of the general public or as an offer of public dedication

IN WITNESS WHEREOF, the undersigned have signed this Agreement of the dates set forth below:

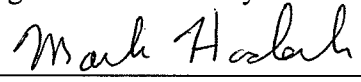
**GRANTOR:**

**CITY OF ANN ARBOR,**  
a Michigan municipal corporation

By:   
Roger Fraser, City Administrator

**PURCHASER:**

**JEANNE PROPERTIES LLC,**  
a Michigan limited liability

By:   
Mark Hodesh

Its: member L

Drafted by and when recorded return to:  
Duncan P. Ogilvie, Esq.  
Miller Canfield Paddock and Stone, PLC  
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