

EXHIBIT H



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Tx:4107694

2016R-09726
STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORDED 11:32:07 AM
06/10/2016 PAGE 1 OF 7
PEGGY HAINES REGISTER OF DEEDS

7

EMERGENCY ACCESS EASEMENT

THIS AGREEMENT is made and entered into this 9th day of June, 2016, by and between Terry L. Wells, Trustee of the Terry L. Wells Trust dated April 22, 1996, and Rebecca B. Wells, Trustee of the Rebecca B. Wells Trust dated April 22, 1996, whose address is 15966 Smokey Hollow Road, Traverse City, MI 49686 as Grantors, and The 81 Development Co., LLC whose address is 6978 Dixie Highway, Suite A, Clarkston MI as Grantee.

RECITALS

- A. Grantors are the owners of certain real property in Peninsula Township, Grand Traverse County, Michigan as described in **Exhibit A**. (Burdened Property).
- B. Grantee is the owner of certain real property contiguous to the Burdened Property in Peninsula Township, Grand Traverse County, Michigan as described in **Exhibit B**. (Benefitted Property)
- C. Grantee desires to obtain and construct an emergency access easement over a portion of the Burdened Property that will allow for ingress and egress to the Benefitted Property in the event of emergencies as defined in this Agreement.
- D. Grantors are willing to grant such easement based upon the terms and conditions contained herein.

→ LESS than 7100 - 7125

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties agree to the following:

1. Grant of Easement. Grantors hereby grant to the Grantee an easement to construct, and to use during Emergency Events, as defined herein, a non-exclusive 33' wide emergency access easement over and across a strip of the Grantors Burdened Property, along with a drainage easement, both as more particularly described in the Survey Sketch by Mansfield Land Use Consultants attached as **Exhibit C**. (the Easement).

2. Term. The term of this Agreement shall commence upon the date that the parties have signed this Agreement and shall continue into perpetuity to be an appurtenance to the Benefitted Property and run with the land.

3. Emergency Events. For the purposes of this Agreement, an "Emergency Event" is defined as any event that creates an immediate public health, welfare and safety hazard. The intent of this Agreement is to permit construction and use of a private emergency road to be used as a detour for the general public, and the passage of emergency vehicles, when normal access to the Benefitted Property is otherwise limited or rendered unsafe due to an Emergency Event.

4. Use of Easement. The Grantee may use the easement for construction and drainage and ingress and egress upon the occurrence of and during an Emergency Event as aforesaid. The Grantee shall use its best efforts to notify Grantor of its intent to use the Easement during an Emergency Event; however, the inability to contact Grantor despite such efforts shall not preclude the use of the Easement until such time as the Emergency Event has subsided.

5. Use of Easement: Maintenance and Improvements. Grantor retains all other rights to use the Easement provided exercises of such rights do not interfere with the rights under this Easement. Interference includes but is not limited to, physically modifying the Easement so as to make it impossible or difficult to use the road such as altering topography, installing fences, structures or other like improvements, piling or storage of dirt, debris or other materials.

- A. Grantee shall maintain the Easement in a safe condition and shall bare all costs of construction, as well as maintenance and repair of the Easement caused by the elements and use of the Easement.
- B. Grantee may provide gates on the east and west entrances to the easement it constructs, to the use of the Easement, and shall keep such gates locked except when the easement is in use under this Agreement; and an access method shall be provided to Owner and the Fire Department as required for emergency purposes.

6. Ownership. Grantor covenants that it is the owner of the above-described property on which the Easement is situated, that it has the right to convey the easement interest described herein, and that title to the Burdened Property is free and clear of any encumbrances which would interfere with the ability to grant the easement rights herein.

7. General Provisions.

- A. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties to this grant.
- B. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment on the Grantee.
- C. Notice. All notices shall be sent by U.S. mail to the addresses provided for in this Agreement. Any party may lodge written notice of change of address with the other.

- D. Governing Law: Venue. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Michigan. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Grand Traverse County, Michigan.
- E. Amendment. No amendment or modification of this Agreement shall be binding unless expressed in writing and executed by the parties hereto or their successors.
- F. Counterparts. This Agreement may be executed in several counterparts, each of which taken together shall constitute the Agreement.

WITNESS WHEREOF, the parties have set their hands on the dates set forth below.

Grantors:

Terry L. Wells Trust UAD 4/22/96

X Terry L. Wells TTEE
By: Terry L. Wells, Trustee

Date: 6-9-16

Rebecca B. Wells Trust UAD 4/22/96

Rebecca B. Wells TTEE
By: Rebecca B. Wells, Trustee

Dated: 6-9-2016

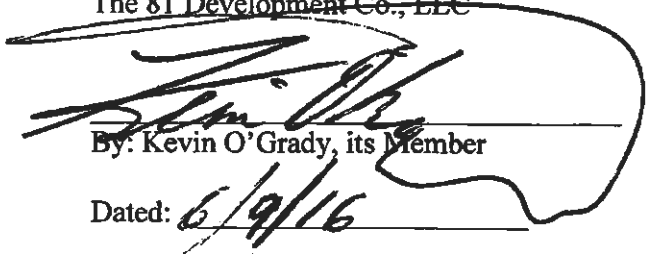
STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)ss

On this 9th day of June, 2016, before me, a Notary Public in and for said county, personally appeared Terry L. Wells, Trustee of the Terry L. Wells Trust UAD 4/22/96 and Rebecca B. Wells, Trustee of the Rebecca B. Wells Trust UAD 4/22/96, to me known to be the same persons described herein, and who executed the within instrument and who acknowledged the same to be their free act and deed.

Philip A. Settles
Philip A. SETTLES, Notary Public
GRAND TRAVERSE County, MI
Acting in GRAND TRAVERSE County, MI
My commission expires: 9/12/20

Grantee:

The 81 Development Co., LLC




By: Kevin O'Grady, its Member

Dated: 6/9/16

STATE OF MICHIGAN)
)ss.
COUNTY OF GRAND TRAVERSE)

On this 9th day of June, 2016, before me, a Notary Public in and for said county, personally appeared Kevin O'Grady, to me known to be the same person described herein, and who executed the within instrument and who acknowledged the same to be his free act and deed.


PHILIP A. SETTLES, Notary Public
GRAND TRAVERSE County, MI
Acting in GRAND TRAVERSE County, MI
My commission expires: 9/12/20

Prepared by:
* Philip A. Settles (P40213)
Brott, Settles & Brott, P.C.
5168 US 31 North, P.O. Box 300
Acme, MI 49610
231-938-1000

Burdened Property

Legal Description:

Part of Southeast 1/4 of Southeast 1/4 of section 10 and part of Northeast 1/4 of Northeast 1/4 of Section 15, T29N R10W, beginning at the Northeast corner of said section 15, thence South 445.50 feet along East line, thence North 89 deg 47' West 973.33 feet to center line of Smokey Hollow Road, thence along said center line the following 4 courses, North 03 deg 20' East 290.21 feet, thence North 11 deg 39' East 37.58 feet, thence North 01 deg 20' East 268.38 feet, thence North 08 deg 58' West 187.15 feet, thence South 89 deg 47' East 167.31 feet, thence South 40 deg 26' East 440.51 feet to North line of said Section 15, thence South 89 deg 47' East 521.90 feet to Point of Beginning. Containing 12.048 Acres more or less. Parcel ID #: 11-115-001-00



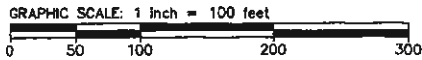
BENEFITED PROPERTY

LEGAL DESCRIPTION AS SURVEYED:

THAT PART OF GOVERNMENT LOT 1, SECTION 14, TOWN 29 NORTH, RANGE 10 WEST, PENINSULA TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS;
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 00° 26' 00" EAST ALONG THE WEST LINE OF SAID SECTION 14, 2680.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 88° 48' 33" EAST ALONG THE NORTH LINE OF SAID SECTION 14, 1100.32 FEET TO A MEANDER CORNER NEAR GRAND TRAVERSE BAY; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE NEAR GRAND TRAVERSE BAY FOR THE NEXT 14 COURSES; THENCE SOUTH 01° 25' 58" WEST, 79.02 FEET; THENCE SOUTH 25° 05' 02" EAST, 518.78 FEET; THENCE SOUTH 16° 55' 47" EAST, 311.68 FEET; THENCE SOUTH 11° 58' 32" EAST, 199.94 FEET; THENCE SOUTH 23° 25' 55" WEST, 93.64 FEET; THENCE SOUTH 04° 27' 27" WEST, 183.95 FEET; THENCE SOUTH 07° 07' 53" EAST, 108.47 FEET; THENCE SOUTH 10° 47' 34" EAST, 232.80 FEET; THENCE SOUTH 30° 26' 26" WEST, 105.07 FEET; THENCE SOUTH 07° 17' 53" WEST, 193.38 FEET; THENCE SOUTH 17° 13' 58" WEST, 118.48 FEET; THENCE SOUTH 02° 04' 42" EAST, 96.58 FEET; THENCE SOUTH 13° 19' 36" WEST, 92.41 FEET; THENCE SOUTH 04° 54' 55" WEST, 110.42 FEET; THENCE LEAVING INTERMEDIATE TRAVERSE LINE NORTH 88° 41' 38" WEST, 204.43 FEET; THENCE SOUTH 28° 47' 55" WEST, 225.55 FEET; THENCE SOUTH 88° 41' 59" EAST, 297.95 FEET TO A POINT NEAR GRAND TRAVERSE BAY; THENCE SOUTH 15° 16' 57" WEST ALONG AN INTERMEDIATE TRAVERSE LINE NEAR GRAND TRAVERSE BAY, 60.08 FEET; THENCE NORTH 62° 20' 10" WEST, 107.35 FEET; THENCE NORTH 88° 41' 59" WEST, 204.40 FEET; THENCE SOUTH 28° 47' 55" WEST, 125.70 FEET TO THE EAST-WEST QUARTER LINE OF SAID SECTION 14; THENCE SOUTH 89° 46' 27" WEST ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 14, 944.97 FEET TO THE POINT OF BEGINNING. THE SIDELINES EXTEND TO THE WATER'S EDGE OF GRAND TRAVERSE BAY.

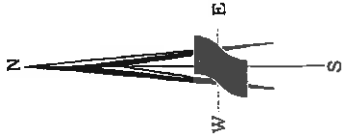


Survey Sketch



Legend

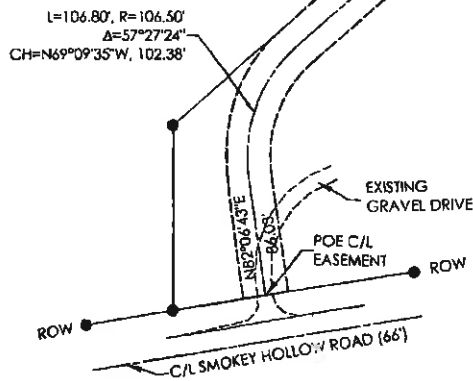
- Iron Found
- Monument Found
- ⊙ Nail Found



Emergency Access Easement:

A 33-foot wide emergency access easement in part of the southeast 1/4 section 10 and part of the northeast 1/4 of Section 15, Town 29 North, Range 10 West, Peninsula Township, Grand Traverse County, Michigan with the centerline being described as follows:

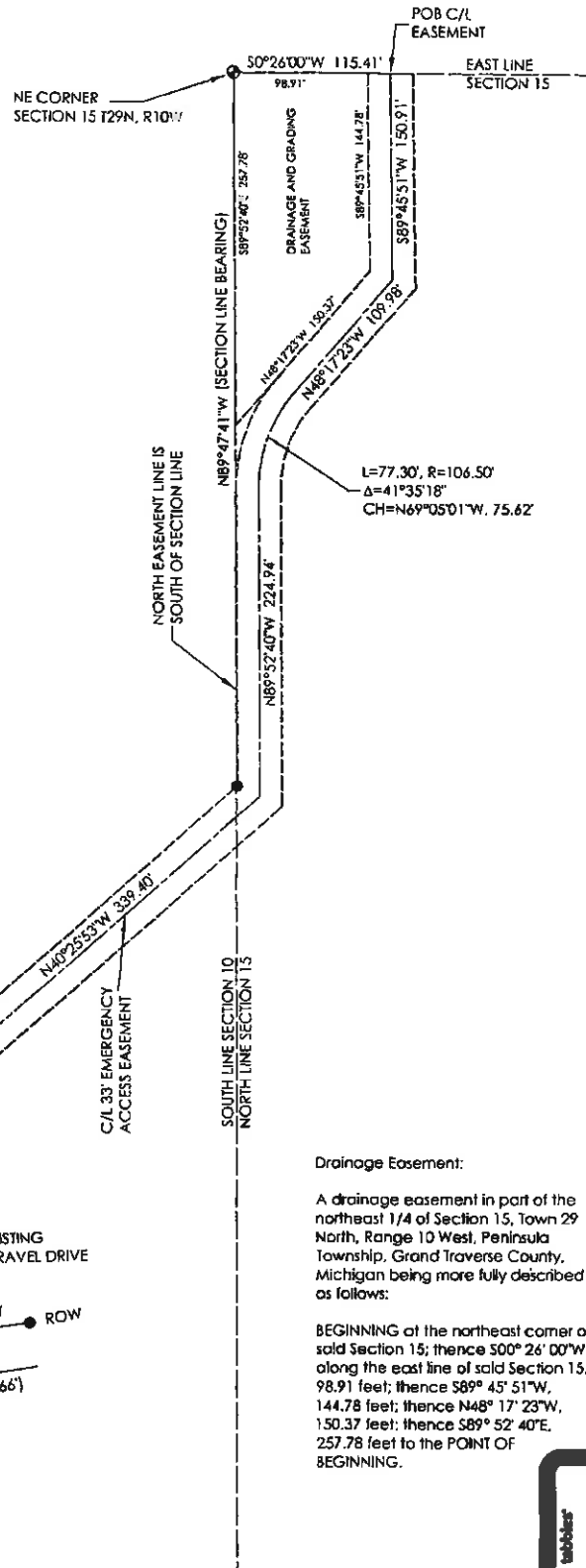
Commencing at the northeast corner of said Section 15; thence $500^{\circ} 26' 00''$ W along the east line of said Section 15, 115.41 feet to the POINT OF BEGINNING; thence $S89^{\circ} 45' 51''$ W, 150.91 feet; thence $N48^{\circ} 17' 23''$ W, 109.98 feet; thence 77.30 feet along the arc of a 106.50 foot radius curve to the left, having an included angle of $41^{\circ} 35' 18''$; and the long chord of which bears $N69^{\circ} 05' 01''$ W, 75.62 feet; thence $N89^{\circ} 52' 40''$ W, 224.94 feet; thence $N40^{\circ} 25' 53''$ W, 339.40 feet; thence 106.80 feet along the arc of a 106.50 foot radius curve to the left, having an included angle of $57^{\circ} 27' 24''$; and the long chord of which bears $N69^{\circ} 09' 35''$ W, 102.38 feet; thence $S82^{\circ} 06' 43''$ W, 86.03 feet to the east right of way of Smokey Hollow Road and the POINT OF ENDING. Sidelines of easement terminate at the east right of way of Smokey Hollow Road and the east line of said Section 15.



Drainage Easement:

A drainage easement in part of the northeast 1/4 of Section 15, Town 29 North, Range 10 West, Peninsula Township, Grand Traverse County, Michigan being more fully described as follows:

BEGINNING at the northeast corner of said Section 15; thence $500^{\circ} 26' 00''$ W along the east line of said Section 15, 98.91 feet; thence $S89^{\circ} 45' 51''$ W, 144.78 feet; thence $N48^{\circ} 17' 23''$ W, 150.37 feet; thence $S89^{\circ} 52' 40''$ E, 257.78 feet to the POINT OF BEGINNING.



Mansfield
 Land Use Consultants
 Planners - Civil Engineers - Surveyors
 PO Box 4015
 830 Cottageview Dr., Suite 201
 Traverse City, MI 49685
 Ph: (231) 946-9310
 Fax: (231) 946-8926
 www.maacps.com

The B1 Development Company, LLC
 Part of
 Sections 10 & 15, Town 29 North, Range 10 West
 Peninsula Township, Grand Traverse County, Michigan

DRN:MKG/CK
 6/7/16
 14016
 SHT 1 OF 1