

**AGREEMENT FOR PRIVATE ROAD EASEMENT AND  
MAINTENANCE REGARDING PORTIONS OF S. CASTELL  
AVENUE AND HELMAND ROAD IN THE CITY OF  
ROCHESTER HILLS, MICHIGAN**

This Agreement is made on 3/8/2016, 2016, by the undersigned owners (hereafter referred to as the "Owners") of the parcels of land described in attached Exhibit A, which comprises all of the parcels of land that abut an unpaved road segment (hereafter referred to as the "Subject Road") commonly known as S. Castell Avenue and Helmand Road, in Rochester Hills, Oakland County, Michigan, as depicted in Exhibit B and more fully described as:

Starting at the intersection of S. Castell Avenue and Harding Avenue and then running southerly to the centerline of Helmand Road, and then continuing easterly approximately 160 feet to the point of ending, said route being part of the NW 1/4 of the SE 1/4 of Section 15, T3N, R11E, Rochester Hills, Oakland County, Michigan.

Whereas, the Subject Road has been used and maintained as a public road under the City of Rochester Hills' jurisdiction; and

Whereas, the Owners have requested and consent to the City's abandonment and vacation of the Subject Road segment as a public road and conversion of the Subject Road to a private easement road for the benefit of the parcels of land in Exhibit A, which private easement road will be maintained solely by the Owners; and

Whereas, the City of Rochester Hills is willing to abandon and vacate the Subject Road as a public road conditioned on, and materially induced by, the Owners' entry into this Agreement and the Owners' commitment and obligation to establish and thereafter properly maintain the Subject Road as a private easement road; and

Whereas, the parties to this Agreement intend to provide an effective and convenient mechanism for the Owners to use and maintain the private easement road in a reasonably safe condition, suitable for safe and efficient travel by the Owners and their guests, invitees, public agencies, emergency service providers and public utilities; and

Whereas, the Owners understand the private easement road shall periodically require maintenance that may include repair, grading, patching, dust control, restoration of the crown or gravel base, cleaning or replacement of drainage improvements, maintenance of approved sight distances and corner clearance, and removal of snow and ice and other hazards to safe travel.

THEREFORE, the parties agree as follows:

1. **EASEMENT DECLARED.** The Owners grant, establish, and declare a nonexclusive, perpetual private easement road on, over, under and through the Subject Road for ingress and egress to and from all of the real property parcels described in Exhibit A. Public and private utilities serving any of the real property parcels in Exhibit A may be located above, below and within the Subject Road, and the Subject Road may be used by public agency and emergency vehicles. Each Owner abutting the Subject Road shall have the right of ingress and egress over the Subject Road. Owners shall refrain from prohibiting, restricting, limiting, or in any manner interfering with the ingress and egress on and use of the Subject Road by the other Owners, including use by occupants, family, guests, invitees, vendors, tradesmen, delivery persons and others bound for or returning from any of the Owners' parcels. Notwithstanding the foregoing, it is understood and acknowledged that the Owners and the City anticipate and consent to the construction of a gate or barricade at the east end of the Subject Road.
2. **PARCEL DEFINED.** For purposes of this Agreement, a "parcel" is a lot, tract or area of land having a certified survey map, a platted subdivision lot number, or a parcel identification number in the case of unplatted lands. For matters requiring a vote under this Agreement, each parcel shall have one vote regardless of the number of co-owners.
3. **MAINTENANCE.** The Owners shall share in and be responsible equally for the cost and burden of maintaining the Subject Road in a condition reasonably safe and adequate for automobile and emergency vehicle use. Prior to undertaking or incurring any costs for maintenance or improvement of the Subject Road, a simple majority of the parcels must agree to such maintenance or improvement and the cost thereof. Maintenance shall include, but not be limited to, snow removal, grading, re-graveling, and repair as necessary.

In the event the City of Rochester Hills determines the Subject Road is not being maintained in a condition that is reasonably safe and adequate for automobile and emergency vehicle use, the City may serve written notice upon the Owners of the parcels or their successors describing the maintenance deficiencies. The notice shall include a demand that maintenance deficiencies be corrected within fifteen (15) days. If the deficiencies described in the notice are not corrected within the fifteen (15) day period, the City may enter upon the easement to correct the maintenance deficiencies and thereafter assess the City's cost of such maintenance, including any related administrative expense, to the Owners. The City may add 20% to its actual cost of maintenance as the City's administrative expense. A maintenance assessment by the City shall be due and payable upon receipt. Any assessment not paid within thirty (30) days shall bear interest at the statutory legal rate until paid. The City's maintenance assessment shall be a lien on the real property parcels in Exhibit A which shall be collectible and enforceable in the same manner general property taxes are collected and enforced under Michigan law.

In the event the City determines a maintenance deficiency presents an imminent danger or public nuisance, the City is authorized to undertake immediate corrective action without advance notice to the Owners.

4. **TERM; AMENDMENT.** This Agreement and its benefits and obligations and the private road easement created hereby shall perpetually and irrevocably run with the land described in Exhibit A for as long as the Subject Road remains private and shall inure to the benefit of and be binding upon the Owners thereof and their successors, grantees, heirs, assigns, or personal representatives regardless of whether stated or mentioned in any deed or conveyance. Any modification or amendment of this

Agreement shall be in writing signed and dated by all the parties or their successors.

Any new or additional parcels gaining access to the Subject Road by way of dividing a parcel (including, for purposes of this Agreement, creation of condominium(s)) will be bound by all the terms and conditions of this Agreement and will be obligated to pay an equal share of the maintenance cost. Each new or additional parcel shall have one vote.

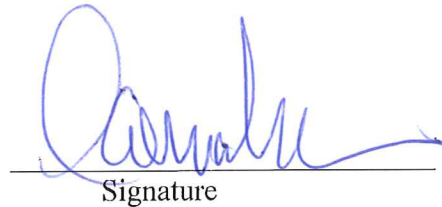
- 5. **DISCLAIMER BY CITY.** The parties understand and acknowledge the City of Rochester Hills and its officials, employees and agents shall hereafter not be liable or responsible in any manner to the Owners, their successors, or to any third parties for the condition of the Subject Road or the maintenance thereof.
- 6. **CANCELLATION OF AGREEMENT AT CITY OF ROCHESTER HILLS' DIRECTION.** In the event the City of Rochester decides in the future, for any reason, to abandon or close public access to the portion of Peach Street within Rochester's City limits, the City of Rochester Hills may direct and require, and may obtain a court order necessary to cause cancellation of this Agreement, termination of the private easement road, and re-dedication and restoration of the Subject Road to public road status. The Owners and their successors shall cooperate with any such directive or requirement of the City of Rochester Hills.
- 7. **FILING AND RECORDING.** A copy of the fully executed and recorded Agreement shall be filed with the City Clerk after recording with the Oakland County Register of Deeds.

IN WITNESS WHEREOF, the parties hereto have set their hand on the day and year as set forth in their respective acknowledgments.

505 Harding Avenue

  
Signature

GEORGE SNOW  
(Print Name)

  
Signature

TAMARA K. SNOW  
(Print Name)

STATE OF MICHIGAN )

COUNTY OF Oakland )

On this 8th day of March, 2016, before me, a notary public, personally came the above named person(s) who executed the foregoing agreement and acknowledged the same to be their free act and deed.

  
\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

DIANE WYFFELS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Apr 25, 2022  
ACTING IN COUNTY OF

501 S. Castell Avenue

Jeffrey H Miller  
Signature

JEFFREY H. MILLER  
(Print Name)

JANE J. Miller  
Signature

JANE J. Miller  
(Print Name)

STATE OF MICHIGAN )  
)  
COUNTY OF OAKLAND )

**JAMES W. BOCHENEK**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
My Commission Expires Aug. 30 2021  
ACTING IN COUNTY OF ~~OAKLAND~~

On this 9 day of March, 2016, before me, a notary public, personally came the above named person(s) who executed the foregoing agreement and acknowledged the same to be their free act and deed.

James W Bochnek, Notary Public  
Oakland County, Michigan  
My Commission Expires: 8.30.2021

368 Helmand

Cleaton Lindsey  
Signature  
Cleaton Lindsey  
(Print Name)

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
(Print Name)

STATE OF MICHIGAN )  
)  
COUNTY OF OAKLAND )

**JAMES W. BOCHENEK**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
My Commission Expires Aug. 30 2021  
ACTING IN COUNTY OF ~~OAKLAND~~

On this 9 day of March, 2016, before me, a notary public, personally came the above named person(s) who executed the foregoing agreement and acknowledged the same to be their free act and deed.

James W Bochnek, Notary Public  
Oakland County, Michigan  
My Commission Expires: 8.30.2021

Exhibit A

505 Harding Avenue  
Rochester Hills, MI 48307-2518  
15-15-327-013

T3N, R11E, SEC 15 PART OF SW 1/4 BEG AT PT DIST N 02-47-42 E 1800.65  
FT & N 02-45-42 E 1112.79 FT FROM S 1/4 COR, TH S 02-45-42 W 350 FT,  
TH S 89-34-53 W 150 FT, TH N 02-45-42 E 350 FT, TH N 89-34-53 E 150 FT  
TO BEG 1.20 A8/1/88 FR 004

368 Helmand  
Rochester Hills, MI 38307-2665  
15-15-401-006

T3N, R11E, SEC 15 C O RENSHAW ADDITION TO THE VILLAGE OF  
ROCHESTER LOT 6& 7 BLK 9 10-17-00 FR 002 & 003

501 S. Castell Avenue  
Rochester Hills, MI 48307-2628  
15-15-403-001

T3N, R11E, SEC 15 C O RENSHAW ADDITION TO THE VILLAGE OF  
ROCHESTER W 1/2 OF BLOCK 10

**City of Rochester Hills**

\_\_\_\_\_  
Bryan K. Barnett, Mayor

STATE OF MICHIGAN    )  
  )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a notary public, personally came Bryan K. Barnett, Mayor, who executed the foregoing agreement on behalf of the City of Rochester Hills.

\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted By: John D. Staran, Esq. Hafeli Staran & Christ, P.C. 2055 Orchard Lake Road Sylvan Lake, MI 48320	When Recorded Return to: Ms. Tina Barton, Clerk City of Rochester Hills 1000 Rochester Hills Drive Rochester Hills, MI 48309
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**EXHIBIT B**  
Proposed ROW Vacation  
S. Castell Ave. and Helmand

