

**EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS**

(Barrington Park of Rochester Hills)

THIS EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS ("Agreement") is made this 19<sup>th</sup> day of August, 2015 by and between the City of Rochester Hills, a Michigan municipal corporation (the "City"), whose address is 1000 Rochester Hills Drive, Rochester, Michigan 48309-3033, and Pulte Land Company, a Michigan limited liability company ("Developer") whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304.

**RECITALS**

A. Developer is the owner of real property located in the City of Rochester Hills, Oakland County, Michigan, depicted and described on attached Exhibit A (the "Property").

B. Developer intends to develop the Property as a residential condominium to be known as Barrington Park of Rochester Hills ("Development"), and to establish the Barrington Park of Rochester Hills Condominium Association ("Association") to manage and administer the affairs of the Development.

C. The Development will include interior private roadways described on attached Exhibit B ("Private Roads") and Developer wishes to grant an easement to the City for ingress and egress over and across the Private Roads for purposes of emergency and public vehicle access to the Development.

D. Developer also wishes to provide for maintenance of the Private Roads by the owners of the units in the Development through assessments by the Association.

**NOW THEREFORE**, in consideration of less than \$100 and the mutual promises contained herein, the parties hereto agree as follows:

1. Grant of Easement. Developer grants to City a non-exclusive perpetual easement for vehicular ingress and egress by public and emergency vehicles (the "Easement") over and across the Private Roads described on attached Exhibit B for the sole purpose of providing and performing public and emergency services at the Development.

2. Access. This Agreement is subject to any easements of restrictions of record and the terms of the Master Deed for the Development that Developer will record (“Master Deed”) and which shall contain the following language:

“There shall exist for the benefit of the City of Rochester Hills or any emergency service agency, an easement over all of the Private Roads in the Development, for use by the City and emergency and public vehicles for purposes of ingress and egress to provide fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Development.”

3. Maintenance. The Master Deed shall provide as follows related to maintenance of the Private Roads:

“The Private Roads in the Development are to be maintained, repaired, replaced and insured by the Association with the costs thereof assessed pro rata to the Unit Owners in accordance with the Master Deed and the Association Bylaws, to be paid as part of the regular Association assessments. The Association shall establish each year a budget for the costs and expenses of insurance, maintenance, repair and replacement of the Private Roads. As provided in the Bylaws, each unit owner, including Developer, shall pay a proportionate share of such assessments pertaining to the Private Roads based on the percentage of value of each Unit owned. The Association shall establish a plan for regular maintenance, repair and replacement of the Private Roads in a safe and useable condition (including snow and ice removal), in accordance with the standards and specifications of the City, and shall assess all Unit Owners for the cost thereof in accordance with the Master Deed and Bylaws.”

Until recording of the Master Deed, Developer shall be responsible for maintenance and repair of the Private Roads in the condition described in this Section.

4. Relocation. Developer will have the right, from time to time, to relocate, at Developer’s sole cost and expense, the Private Roads (or any portion(s) thereof), upon Developer’s receipt of the prior written consent of the City. In the event of any such relocation of the Private Roads, Developer will, simultaneously with the relocation of the Private Roads, grant or cause to be granted to the City a new easement for the relocated Private Roads and City will release the Easement granted under this Agreement with respect to the portion of the Private Roads which is relocated.

5. Other Uses. Nothing contained in this Agreement shall be construed as restricting or prohibiting Developer from (i) granting any additional rights, privileges or easements over the Property or the Private Roads to any other person or entity, including without limitation for purposes of public and private utilities, or (ii) using or allowing the use of the ground below and/or the air space above the Private Roads for any purpose, including without limitation for purposes of public and private utilities. All such easements or uses shall be consistent with the terms of the Barrington Park Planned Unit Development approval for the Development, or any amendment thereof.

6. Notice. Any notices required under this Agreement shall be sent by certified mail to the address for each party set forth below, or to such other addresses as such party may notify the other parties in writing:

To the Developer: PULTE LAND COMPANY, LLC  
100 Bloomfield Hills Parkway  
Bloomfield Hills, Michigan 48304

To the City: City Clerk  
CITY OF ROCHESTER HILLS  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 48309

To the Association: BARRINGTON PARK CONDOMINIUM ASSOCIATION  
100 Bloomfield Hills Parkway  
Bloomfield Hills, Michigan 48304

7. Successors and Assigns. This Agreement shall constitute restrictions and covenants running with the Property. This Agreement shall be binding upon and benefit the parties and their respective transferees, successors and assigns.

8. Recording. This Agreement shall be recorded at the Oakland County Register of Deeds.

*[signatures on the following pages]*

DATED: \_\_\_\_\_, 2015

CITY OF ROCHESTER HILLS, a Michigan  
municipal corporation

By: \_\_\_\_\_

Its: Mayor

and

By: \_\_\_\_\_

Its: Clerk

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF OAKLAND        )

Acknowledged before me on \_\_\_\_\_, 2015 by \_\_\_\_\_,  
the Mayor, and \_\_\_\_\_, the Clerk, of the City of Rochester Hills, a  
Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, MI  
Acting in Oakland County, MI  
My Commission Expires: \_\_\_\_\_

*[signatures continue on following page]*

PULTE LAND COMPANY, LLC

By: [Signature]  
Kevin Christofferson  
Its: Vice President of Finance

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss.

Acknowledged before me on August 19<sup>th</sup>, 2015, by Kevin Christofferson, Vice President of Finance of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]  
Amanda J. Vanderpool  
Notary Public Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: March 5, 2020

Embossed Hereon Is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
AMANDA J. VANDERPOOL

Drafted by:  
Sandra Sorini Elser  
Bodman PLC  
201 S. Division Street, Suite 400  
Ann Arbor, MI 48104

When recorded, return to:  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

TAX PARCEL ID: 15-26-376-007

John Staran  
Approved 9/1/15

**EXHIBIT A TO EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF  
PRIVATE ROADS**

**PROPERTY**

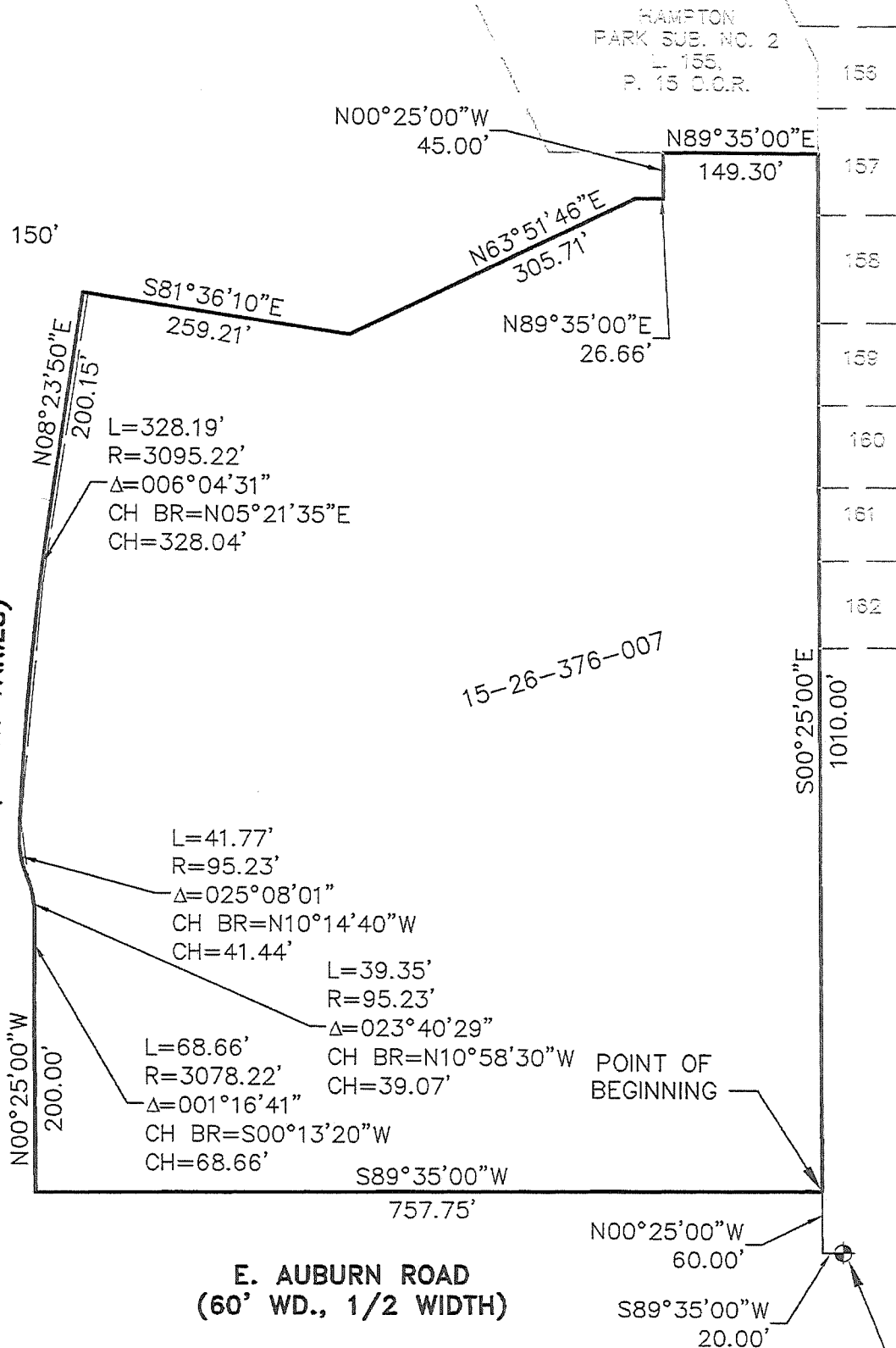
*(see attached)*

# EXHIBIT "A"



SCALE: 1" = 150'

BARCLAY CIRCLE  
(WIDTH VARIES)



E. AUBURN ROAD  
(60' WD., 1/2 WIDTH)

S. 1/4 COR.  
SECTION 26  
T. 3 N., R. 11 E.,  
ROCHESTER HILLS,  
OAKLAND CO., MI.

Mike Taut  
Approved 9/17/15

HAMPTON  
PARK SUB. NO. 2  
L. 155,  
P. 13 O.C.R.

EDINSHIRE SUBDIVISION NO. 3 L. 155, P. 1 O.C.R.

15-26-376-007

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REVISIONS			BOUNDARY SKETCH BARRINGTON PARK		DATE	SCALE HOR: 1" = 150'
ITEM	DATE	BY	ROCHESTER HILLS MICHIGAN			FIELD BOOK NO.
PER CITY REVIEW	9/17/15	SRB	<p><b>Z EIMET W OZNI AK</b> &amp; ASSOCIATES Civil Engineers &amp; Land Surveyors 55800 GRAND RIVER AVE. SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com</p>		DESIGNED BY	JOB NO. <b>13178</b>
					DRAWN BY	SHEET NO. <b>1/2</b>
					PTG	

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# EXHIBIT "A"


## LEGAL DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 26, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 26 AND ALONG THE SOUTH LINE OF SAID SECTION 26 S. 89°35'00" W. 20.00 FEET; THENCE N. 00°25'00" W. 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF E. AUBURN ROAD (60 FEET WIDE) ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF E. AUBURN ROAD S. 89°35'00" W. 757.75 FEET; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EAST RIGHT OF WAY LINE OF BARCLAY CIRCLE (WIDTH VARIES), 1) N. 00°25'00" W. 200.00 FEET, 2) 68.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 3,078.22 FEET, CENTRAL ANGLE 01°16'41" AND A CHORD THAT BEARS N. 00°13'20" E. 68.66 FEET, 3) 39.34 FEET ALONG THE ARC OF A CURVE TO LEFT, RADIUS 95.23 FEET, CENTRAL ANGLE 23°40'29" AND A CHORD THAT BEARS N. 10°58'30" W. 39.07 FEET, 4) 41.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 95.23 FEET, CENTRAL ANGLE 25°08'01" AND A CHORD THAT BEARS N. 10°14'40" W. 41.44 FEET, 5) 328.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 3,095.22 FEET, CENTRAL ANGLE 06°04'31" AND A CHORD THAT BEARS N. 05°21'35" E. 328.04 FEET, 6) N. 08°23'50" E. 200.15 FEET; THENCE S. 81°36'10" E. 259.21 FEET; THENCE N. 63°51'46" E. 305.71 FEET; THENCE N. 89°35'00" E. 26.66 FEET; THENCE N. 00°25'00" W. 45.00 FEET TO A POINT ON THE SOUTH LINE OF HAMPTON PARK SUB. NO. 2 AS RECORDED IN LIBER 155, PAGE 15, OAKLAND COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE N. 89°35'00" E. 149.30 FEET TO A POINT ON THE WEST LINE OF EDINSHIRE SUBDIVISION NO. 3, AS RECORDED IN LIBER 155, PAGE 1, OAKLAND COUNTY RECORDS; THENCE IN PART ALONG SAID WEST LINE S. 00°25'00" E. 1,010.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15.60 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TAX PARCEL NO. 15-26-376-007

Z:\Projects\13178\DWG\13178 SAN ESMTS.dwg, BDY 2, 9/17/2015 10:23:47 AM, sbiaszczyk

REVISIONS			LEGAL DESCRIPTION BARRINGTON PARK ROCHESTER HILLS MICHIGAN	DATE	SCALE HOR: 1" =
ITEM	DATE	BY			FIELD BOOK NO.
PER CITY REVIEW	9/17/15	SRB	 Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DESIGNED BY	JOB NO. <b>13178</b>
				DRAWN BY	SHEET NO. <b>2/2</b>
				PTG	

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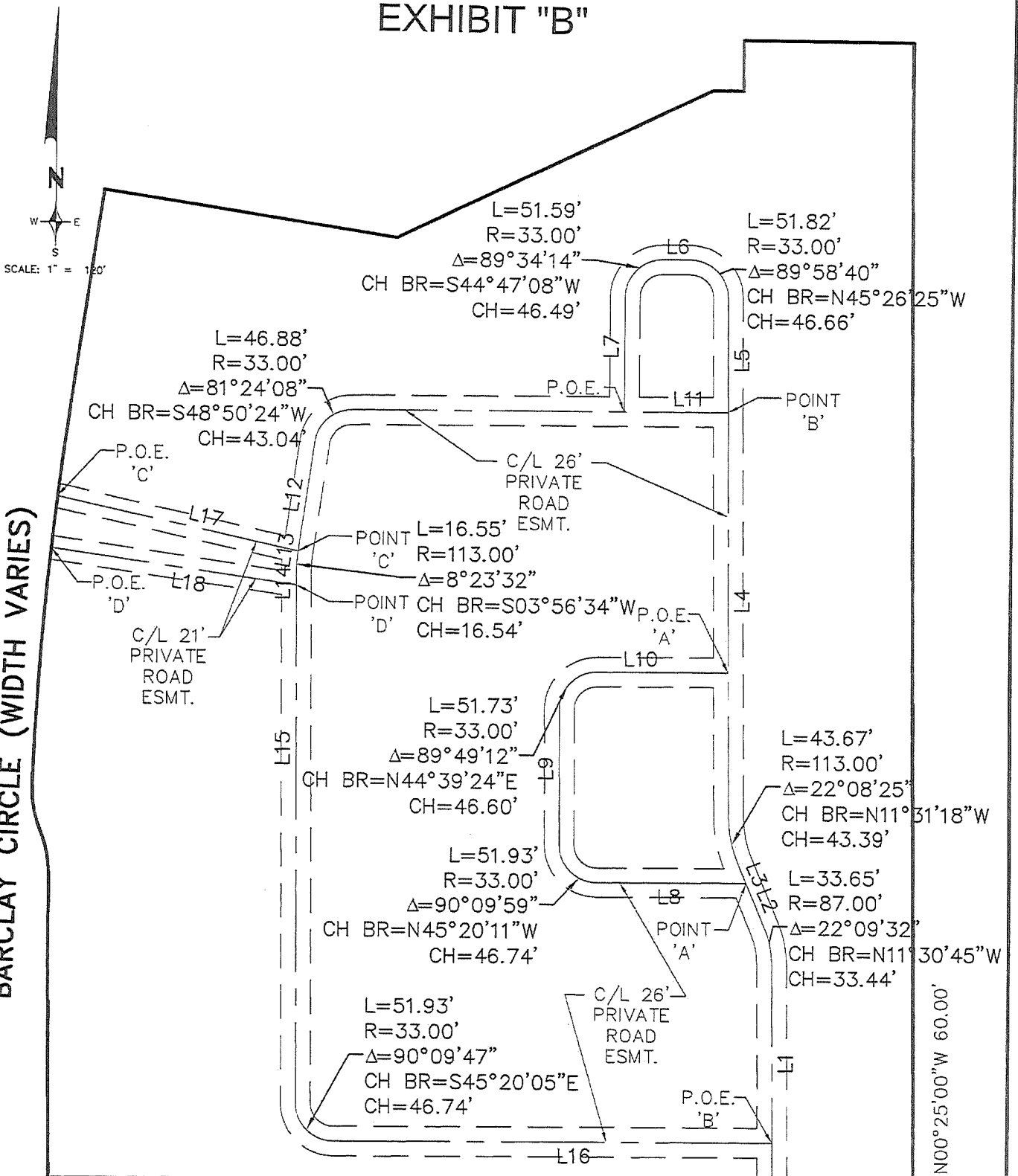


**EXHIBIT B TO EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF  
PRIVATE ROADS**

**PRIVATE ROADS**

*(see attached)*

# EXHIBIT "B"



## E. AUBURN ROAD (60' WD., 1/2 WIDTH)

### LEGEND

P.O.B. POINT OF BEGINNING  
P.O.E. POINT OF ENDING

REVISIONS			PRIVATE ROAD EASEMENT BARRINGTON PARK ROCHESTER HILLS MICHIGAN		DATE	SCALE
ITEM	DATE	BY			8/11/15	HOR: 1" = 120'
						FIELD BOOK NO.
					DESIGNED BY	JOB NO.
						13178
					DRAWN BY	SHEET NO.
					SRB	1/2

**Z EIMET W OZNIAK**  
& ASSOCIATES  
Civil Engineers & Land Surveyors  
55800 GRAND RIVER AVE, SUITE 100  
NEW HUDSON, MICHIGAN 48165  
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

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# EXHIBIT "B"

LINE TABLE		
Line #	Direction	Length
L1	N00°25'59"W	191.23'
L2	N22°35'31"W	42.20'
L3	N22°35'31"W	18.14'
L4	N00°27'05"W	357.13'
L5	N00°27'05"W	102.36'
L6	S89°34'15"W	24.07'
L7	S00°00'00"W	102.65'
L8	S89°34'49"W	130.36'
L9	N00°15'12"W	120.36'
L10	N89°34'00"E	114.74'
L11	S89°32'28"W	328.58'
L12	N08°08'20"E	97.56'
L13	N08°08'20"E	1.97'
L14	N00°15'12"W	11.31'
L15	N00°15'12"W	458.99'
L16	N89°35'02"E	383.42'
L17	N77°48'32"W	216.07'
L18	N82°06'20"W	217.18'

## LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION OF A PRIVATE ROAD EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 26 AND ALONG THE SOUTH LINE OF SAID SECTION 26 S. 89°35'00" W. 20.00 FEET; THENCE N. 00°25'00" W. 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF E. AUBURN ROAD (60 FEET WIDE); THENCE ALONG SAID NORTH RIGHT OF WAY LINE S. 89°35'00" W. 124.12 FEET TO THE POINT OF BEGINING OF A 26 FOOT PRIVATE ROAD EASEMENT CENTERLINE; THENCE ALONG SAID EASEMENT CENTERLINE N. 00°25'59" W. 191.23 FEET; THENCE 33.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 87.00 FEET, CENTRAL ANGLE 22°09'32". AND A CHORD THAT BEARS N. 11°30'45" W 33.44 FEET; THENCE N. 22°35'31" W. 42.20 FEET TO A POINT 'A'; THENCE CONTINUING N. 22°35'31" W. 18.14 FEET; THENCE 43.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 113.00 FEET, CENTRAL ANGLE 22°08'25", AND A CHORD THAT BEARS N. 11°31'18" W. 43.39 FEET; THENCE N. 00°27'05" W. 357.13 FEET TO A POINT 'B'; THENCE CONTINUING N. 00°27'05" W. 102.36 FEET; THENCE 51.82 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 33.00 FEET, CENTRAL ANGLE 89°58'40", AND A CHORD THAT BEARS N. 45°26'25" W. 46.66 FEET; THENCE S. 89°34'15" W. 24.07 FEET; THENCE 51.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 33.00 FEET, CENTRAL ANGLE 89°34'14", AND A CHORD THAT BEARS S. 44°47'08" W. 46.49 FEET; THENCE DUE SOUTH 102.65 FEET TO A POINT OF ENDING; THENCE FROM SAID POINT 'A', S. 89°34'49" W. 130.36 FEET; THENCE 51.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 33.00 FEET, CENTRAL ANGLE 90°09'59", AND A CHORD THAT BEARS N. 45°20'11" W. 46.74 FEET; THENCE N. 00°15'12" W. 120.36 FEET; THENCE 51.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 33.00 FEET, CENTRAL ANGLE 89°49'12" , AND A CHORD THAT BEARS N. 44°39'24" E. 46.60 FEET; THENCE N. 89°34'00" E. 114.74 FEET TO A POINT OF ENDING 'A'; THENCE FROM SAID POINT 'B', S. 89°32'28" W. 328.58 FEET; THENCE 46.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 33.00 FEET, CENTRAL ANGLE 81°24'08", AND A CHORD THAT BEARS S. 48°50'24" W. 43.04 FEET; THENCE S. 08°08'20" W. 97.56 FEET TO A POINT 'C'; THENCE CONTINUING S. 08°08'20" W. 1.97 FEET; THENCE 16.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 113.00 FEET, CENTRAL ANGLE 08°23'32", AND A CHORD THAT BEARS S. 03°56'34" W. 16.54 FEET; THENCE S. 00°15'12" E. 11.31 FEET TO A POINT 'D'; THENCE CONTINUING S. 00°15'12" E. 458.99 FEET; THENCE 51.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 33.00 FEET, CENTRAL ANGLE 90°09'47", AND A CHORD THAT BEARS S. 45°20'05" E. 46.74 FEET; THENCE N. 89°35'02" E. 383.42 FEET TO A POINT OF ENDING 'B'; THENCE FROM SAID POINT 'C', ALONG THE CENTERLINE OF A 21 FOOT WIDE PRIVATE ROAD EASEMENT, N. 77°48'32" W. 216.07 FEET TO A POINT OF ENDING 'C'; THENCE FROM SAID POINT 'D', ALONG THE CENTERLINE OF A 21 FOOT WIDE PRIVATE ROAD EASEMENT, N. 82°06'20" W. 217.18 FEET TO A POINT OF ENDING 'D'. SIDWELL 15-26-376-007.

<b>REVISIONS</b>			<b>PRIVATE ROAD EASEMENT BARRINGTON PARK</b>		DATE	SCALE HOR: 1" =	
ITEM	DATE	BY	ROCHESTER HILLS MICHIGAN		8/11/15	FIELD BOOK NO.	
			<b>Z EIMET W OZNIAK</b> & ASSOCIATES		DESIGNED BY	JOB NO. <b>13178</b>	
			Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DRAWN BY SRB	SHEET NO. <b>2/2</b>	
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