

PARKING AGREEMENT

THIS PARKING AGREEMENT (the “**Agreement**”) is made and entered into the _____ day of _____, 2020 by and between **Rochester Church of Christ, Inc.**, a Michigan nonprofit corporation (“**Church**”), whose address is 250 W. Avon Road, Rochester Hills, Michigan 48307, and **Pulte Homes of Michigan LLC**, a Michigan limited liability company (“**Pulte**”), whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083.

1. **Church Property; Pulte Property.** The Church is the owner of the property commonly known as 250 W. Avon Road, Rochester Hills, Michigan, Tax Parcel ID. No.: 15-15-451-007 as described on attached **Exhibit A** (the “**Church Property**”), which includes a large surface parking lot (the “**Parking Lot**”). Pulte has purchased the adjacent property to the north as further described in **Exhibit B** attached to this Agreement (the “**Pulte Property**”), which Pulte intends to develop into a residential condominium project (the “**Condominium**”).

2. **Parking Areas.** Related to its development of the residential condominium project, the City of Rochester Hills is requiring that Pulte enter into this Agreement with the Church in order to provide additional visitor and guest parking for residents of the Condominium and pedestrian access for such visitors and guests to the Pulte Property. Accordingly, the Church hereby grants to Pulte a permanent non-exclusive license to park in the portions of the surface parking lot located on the Church Property in the locations as depicted in **Exhibit C** attached to this Agreement (the “**Parking Areas**”), together with pedestrian access over the Parking Areas and the pathway area in the location as depicted in **Exhibit C** (the “**Pedestrian Connector**”). This grant is for the benefit of the Pulte Property and is limited to the parking of passenger vehicles and pedestrian access to the Pulte Property by the guests and visitors of the residents of the Condominium (the “**Permitted Users**”) and the condominium association established to operate and maintain the Condominium (the “**Association**”), and shall not include parking by residents of the Condominium, contractors or any commercial vehicles.

3. **Use.** Permitted Users may use the Parking Areas for parking their passenger vehicles on a non-exclusive basis, subject to the following terms and conditions:

- a. No parking in the Parking Areas from 3:00 am through 6:00 am (no overnight parking).
- b. No parking in the Parking Areas from 6:00 am through 3:00 pm on Sundays.
- c. Pulte shall install and maintain in good order and repair reasonable signage in designated locations mutually agreed upon by Pulte and the Church. The signage shall state that use of the Parking Areas is prohibited in the times designated above. To the extent not being provided by the Church, Pulte may install and operate lighting for the Parking Areas, at its sole expense, in locations mutually agreed upon by Pulte and the Church. Except for such signage and lighting, Pulte shall not have the right to make any improvements to the Church Property.
- d. Permitted Users may only access the Parking Areas from the entrance located off Warrior Drive and may not access the Parking Areas off Avon Road, through the drive on the east side of the Church Property.
- e. Pulte shall notify all residents of the Condominium of this Parking Agreement in the relevant sales disclosure materials and documents establishing the Condominium.

4. **Violations of this Agreement.** To the extent a Permitted User or anyone else associated with the Condominium or the Association violates the restrictions set forth in Section 3 of this Agreement, the Church may have the specific vehicle that violated the terms of this Agreement removed from the Church Property by a licensed towing company, without notice to Pulte or the Association. In the event the cost of such towing is not paid by the violator, any such charge shall be paid by Pulte (or the Association after

Transitional Control Date). Pulte and the Church acknowledge and agree that each party will use its best efforts to address any violations of this Agreement.

5. Maintenance/Annual Fee. Commencing on the date Pulte notifies the Church in writing that the first residents have occupied any condominium unit on the Pulte Property (the “**Commencement Date**”), the Church shall maintain the Parking Areas in a good condition sufficient for the safe parking of vehicles, including snow removal and salting for ice. Beginning on the Commencement Date and on every anniversary thereafter, Pulte (and then the Association after the Transitional Control Date) shall pay the Church One Thousand Dollars (\$1,000.00) per year as a contribution to maintenance and repair costs incurred by the Church. Pulte and the Association shall not be obligated to share in any further costs and expenses related to the Parking Areas (except lighting if installed by Pulte per Section 3c above, which if installed, electricity for lighting will be furnished by the Pulte Property as a common element of the Condominium and electricity will not be provided by the Church), including any costs related to utilities, taxes, insurance, utilities, replacement, paving, maintenance or operating expenses of the Parking Areas or the Church Property. In the event a Permitted User damages the Parking Areas or the Church Property, Pulte (or the Association after the Transitional Control Date) shall reimburse the Church for those costs of maintenance and repair due to such damage. The payments under this Section are the only amounts due by Pulte and the Association with respect to this Agreement for use of the Parking Areas. If the Church fails to comply with its maintenance obligations under this Section 5 and such failure continues for more than 30 days after receipt of written notice from Pulte (or such longer period of time as reasonably required under the circumstances so long as the Church is diligently pursuing a cure of its breach), and if the Church has not responded to Pulte in writing within such 30 day period that the Church disputes Pulte’s claim that the Church is failing to comply with such maintenance obligations, then Pulte may either (i) withhold payment of the \$1,000 annual fee until the Church satisfies its maintenance obligations or (ii) undertake such obligations on behalf of the Church and the Church shall reimburse Pulte for such reasonable costs incurred within thirty (30) days after receipt of a written notice from Pulte together with reasonable supporting documentation requested by the Church. Notwithstanding anything contained herein to the contrary, to the extent that (i) the Church fails to comply with its maintenance obligations, and (ii) such noncompliance results in the inability to use the Parking Areas by the Permitted Users for the purposes hereunder, Pulte shall be permitted to undertake such obligations on behalf of the Church within forty eight (48) hours after delivery of written notice to the Church specifying such inability to use the Parking Areas if the Church has not undertaken such maintenance obligations within such forty eight (48) hour period, and the Church shall reimburse Pulte for such reasonable costs incurred within thirty (30) days after receipt of a written notice from Pulte together with reasonable supporting documentation requested by the Church.

6. Church Liability. All vehicles on the Church Property shall be kept at the risk of the vehicle owner and the Church shall not be liable for any loss of such vehicles from theft or mysterious disappearance, unless caused by the negligence or willful misconduct of the Church, or its employees, agents or representatives.

7. Indemnity/Insurance. Pulte hereby agrees to defend, indemnify and save harmless the Church from any and all claims, actions, liabilities, damages, losses, costs or expenses to the extent arising from any injuries (including deaths) in connection with the use of the Parking Areas by a Permitted User under this Agreement, except to the extent caused by the negligence or willful misconduct of the Church or its directors, officers, members, principals, agents, contractors, employees, representatives or invitees.

Pulte will provide and keep in force the following insurance covering use of the Parking Areas by Permitted Users hereunder: (a) a commercial general liability insurance policy in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence, (b) automobile liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence, and (c) an excess or umbrella liability policy

in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence. Such insurance shall name the Church as an additional insured party with respect to the liabilities of Pulte hereunder. A certificate evidencing such insurance shall be provided to the Church upon the request.

8. Relocation/Reconfiguration of Parking Areas. The Church hereby reserves for itself, and its successors and assigns, the right to relocate or reconfigure the Parking Areas on the Church Property, subject to the following (a) the new or reconfigured Parking Areas remain reasonably accessible for the permitted use by the Permitted Users, (b) the number of parking spaces available for use are materially the same, (c) the new or reconfigured Parking Areas are approved by the City of Rochester Hills, (d) the Church pays all costs and expenses incurred in connection with such relocation, including the cost to relocate any signage and lighting installed by Pulte, and (e) the Church agrees to coordinate any such relocation or reconfiguration with Pulte. In the event of any such relocation or reconfiguration in accordance with the above requirements, the Church may unilaterally amend Exhibit C of this Agreement for the sole purpose of describing the new location of the Parking Areas, provided that a copy of such amended Exhibit and Agreement shall immediately be provided to Pulte.

9. Termination. The license granted herein is a license coupled with an interest. This Agreement may only be terminated upon the mutual written agreement of the Church and Pulte. The Church acknowledges and agrees that this Agreement is required by the City of Rochester Hills in relation to the City's approval of the development of the Condominium. The Church acknowledges and agrees that this Agreement is a material inducement for Pulte agreeing to close on the purchase of the Pulte Property and develop the Condominium.

10. No Improvements. Subject to Section 8 above, the Church shall not install any improvements on, or otherwise improve the Parking Areas in a manner which would impede the use of the Parking Areas for parking by the Permitted Users. Further, the Church shall not or limit, or otherwise impair access to the Parking Areas in a manner which would impede the use of the Parking Areas for Permitted Users.

11. Nature of the Agreement. Except in relation to Pulte's assignment of this Agreement to the Association, this Agreement may not be assigned without the prior written consent of Church, which consent shall not be unreasonably withheld. Upon any such transfer or assignment, the assignee shall assume all rights and obligations of Pulte under this Agreement arising from and after the date of such transfer or assignment, and Pulte shall be released from obligations and liabilities hereunder arising after the date of such transfer or assignment. This Agreement shall be binding upon the Church and its successor and assigns, including all future owners of the Church Property. The Church hereby covenants, represents and warrants to Pulte that it shall provide a copy of this Agreement to any future owner of the Church Property prior to such party acquiring ownership.

12. Notices. Any and all notices and other communications required or permitted to be given hereunder shall be in writing and addressed to the parties at the addresses specified above or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

13. Miscellaneous. This Agreement and the exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Church and Pulte concerning the use of the Parking Areas for parking by Permitted Users and there are no other covenants,

promises, agreements, conditions or understandings, either oral or written, between them with respect to such parking other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Church or Pulte unless reduced to writing and signed by them. In the event any party hereto finds it necessary to employ legal counsel to bring an action at law or other proceedings against any other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or other proceedings shall be paid all reasonable attorneys' fees by the other party, and in the event any judgment is secured by such prevailing party, all such attorneys' fees shall be included in such judgment in such action or proceedings. The terms and conditions of this Agreement shall be governed by the laws of the State of Michigan. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one original. Delivery via facsimile or PDF transmission of a counterpart of this Agreement as executed by the parties making such delivery shall constitute good and valid execution and delivery of this Agreement for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CHURCH:

PULTE:

Rochester Church of Christ, Inc.

Pulte Homes of Michigan LLC

By: _____

By: _____

Name: _____

Joe Skore

Its: Member _____

Its: Vice President of Land Acquisition

EXHIBIT A
LEGAL DESCRIPTION OF CHURCH PROPERTY

LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PARCEL 1:

Commencing at the South 1/4 corner of said Section 15; Town 3 North, Range 11 East; thence due East, along the South line of Section 15, 1003.13 feet to the point of beginning of this parcel; thence North 01 degree 40 minutes 04 seconds East, 887.19 feet; thence due East, 393.37 feet to a point on the West line of a 12.46 acre parcel, thence South 01 degree 50 minutes 10 seconds West, along the West line of said 12.46 acre parcel, 260.31 feet to the Northwest corner of a 7.00 acre parcel; thence South 01 degree 35 minutes 20 seconds West, along the West line of said 7.00 acre parcel, 626.88 feet to a point on the South line of Section 15; thence due West along the south line of Section 15, 393.47 feet to the point of beginning.

PARCEL 2:

Land in the City of Rochester Hills, Oakland County, Michigan, More Particularly Described as: Commencing at the South 1/4 corner of said Section 15, Town 3 North, Range 11 East; thence due East, along the South line of Section 15, 1003.13 feet; thence North 01 degree 40 minutes 04 seconds East 600.00 feet; thence due West 2.50 feet; thence South 01 degree 40 minutes 04 seconds West 600.00 feet to the South line of Section 15; thence due East 2.50 feet back to the point of beginning.

Commonly known as: 250 W Avon Road, Rochester Hills, MI 48307

Tax Parcel: 15-15-451-007

EXHIBIT B
LEGAL DESCRIPTION OF PULTE PROPERTY

LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

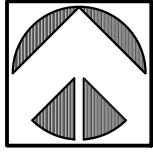
A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, DUE WEST 1793.79 FEET; THENCE NORTH 01°40'04" EAST 600.00 FEET; THENCE DUE EAST 2.50 FEET; THENCE NORTH 01°40'04" EAST 272.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53°54'10" WEST 179.32 FEET; THENCE NORTH 36°05'50" WEST 60.00 FEET; THENCE NORTH 53°54'10" EAST 81.99 FEET; THENCE NORTH 52°53'14" WEST 202.49 FEET; THENCE NORTH 28°45'21" EAST 508.13 FEET; THENCE NORTH 57°20'54" EAST 128.22 FEET; THENCE SOUTH 88°21'57" EAST 336.59 FEET; THENCE SOUTH 01°51'27" WEST 604.32 FEET; THENCE DUE WEST 393.37 FEET; THENCE SOUTH 01°40'04" WEST 14.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 7.90 ACRES OF LAND.

Tax Parcel: part of 15-15-451-008
(future _____)

EXHIBIT C
PARKING AREA

(see attached)

EXHIBIT "C" - PARKING AGREEMENT AREA



NORTH



(IN FEET)

1 inch = 80 ft.

PROPOSED PARCEL SPLIT

PEDESTRIAN CONNECTOR

PROPOSED PARKING AGREEMENT AREA

PARKING LOT

ROCHESTER COLLEGE
TAX ID NO.
15-15-451-008

TAX ID NO.
15-15-451-007
ROCHESTER CHURCH
OF CHRIST

TERRAZA 19 LLC
TAX ID NO.
15-15-476-039

The UMLOR Group
LAND DEVELOPMENT SERVICES

PARKING AGREEMENT AREA	
FOR: ROCHESTER COLLEGE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN	
<i>The Umlor Group</i> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: JOC CHKD BY: TO DATE: 04-08-2020 SHT. NO.: 1 OF 1