

## MAINTENANCE AGREEMENT

### FOR MAINTENANCE AND REPAIR OF PRIVATE ROAD

This Maintenance Agreement made this 10<sup>th</sup> day of JUNE, 2020 by Robertson Brewster Village, LLC, ("Developer"), a Michigan limited liability company of 6905 Telegraph Road, Suite 200, Bloomfield Hills, MI 48301, and the City of Rochester Hills ("the City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, Developer owns and proposes to develop the Property described in attached Exhibit A ("Property"); and

WHEREAS, Developer intends to develop the Property as a residential condominium to be known as Brewster Village ("Development"), and has established the Brewster Village Association ("Association") to manage and administer the affairs of the Development.

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

NOW, THEREFORE, IT IS HEREBY DECLARED, GRANTED AND COVENANTED that the Property is subject to the restrictions, obligations and conditions hereinafter set forth in this instrument.

#### I.

#### INGRESS AND EGRESS AND MAINTENANCE

A. Ingress and egress to and from each of the Condominium Units ("Units") in the Development shall be by means of a private easement road as is described in Exhibit B, and ingress and egress shall be in common. Said private easement road shall be established according to the standards and specifications of the City of Rochester Hills. None of the record title owners of the Units, by exclusion in any conveyance, may disassociate a particular Unit's right to use the private easement road.

B. The Association shall be responsible for and shall pay the total cost to maintain the Private Road (including snow and ice removal). Each Unit shall be responsible for an equal share of the cost of maintenance of the Private Road.

C. The need for any particular act or item of maintenance of repair shall be determined by the Association.

D. Any new improvement of the road, which shall be defined as more than ordinary maintenance and repair of the Private Road shall be paid for by the Association.

E. Anything herein to the contrary notwithstanding, each party hereto shall be solely responsible for repairing, or causing to be repaired, at his or her own expense, any extraordinary or unusual damage to the aforementioned Private Road occasioned by or resulting from his or her use of such Private Road for the ingress and egress of construction equipment, or from such other heavy or unusual use thereof.

F. Each of the parties hereto shall absolutely desist and refrain from prohibiting, restricting, limiting or in any manner interfering with normal access to and use of the easement and Private Road which is the subject matter of this Agreement by any of the other parties hereto it being expressly understood and agreed that such normal access and use shall include use by family, guests, invitees, tradesmen, emergency vehicles and personnel, and others bound for or returning from the Development of any of the said parties.

## II.

### EASEMENT FOR PUBLIC VEHICLES

Developer hereby grants an easement to the public for all reasonable and necessary emergency and public vehicles over the easement described in Exhibit B attached and designated herein as the private road easement. Said easement shall be for the purposes of said emergency and public officials performing whatever emergency and public services which appear reasonably necessary, in their sole discretion, under the circumstances.

## III.

### EASEMENT FOR UTILITIES

A non-exclusive easement for utilities to serve the Development is hereby granted over and under the Private Road described in Exhibit B attached, which includes the right for the benefit of the Shadow Woods Subdivision Association over the Private Road and other areas within the Property as may be needed to gain access to the storm water drainage system shared with, and located in, the Shadow Woods Subdivision.

## IV.

### SEVERABILITY

The voiding or invalidation of any one or more of the covenants herein by judgment or court order shall in no way affect any of the remaining provisions and all of said covenants shall remain totally and severably enforceable.

**V**  
**APPLICATION**

The benefits, covenants obligations and restrictions herein provided, shall run with the land and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, assigns, grantees, transferees and successors in title, from time to time, of the owners of the Units. Every deed, land contract or other document of assignment, transfer, conveyance or sale of any of the aforesaid property shall be subject to and incorporate this Maintenance Agreement.

**VI**  
**RESERVATION OF RIGHTS**

Developer hereby reserves the right at its sole discretion to approve additional tributary properties to use the road easement. Future parties afforded this Private Road easement vested interest shall be obligated, bound to join and become a part of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

[Signatures and Acknowledgements Appear on the Following Pages]

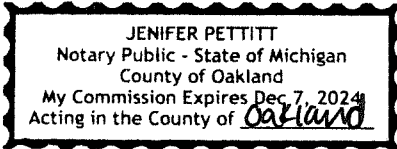
ROBERTSON BREWSTER VILLAGE, LLC,  
a Michigan limited liability company

BY: ROBERTSON BROTHERS CO.,  
a Michigan corporation, Manager

By: [Signature]  
James V. Clarke  
Its: President

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2020, by James V. Clarke, President of Robertson Brothers Co., a Michigan corporation, a Manager of Robertson Brewster Village, LLC, a Michigan limited liability company, on behalf of the corporation and company.



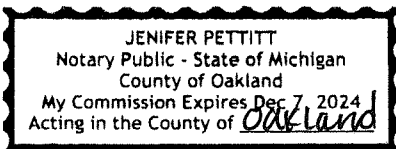
[Signature]  
\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: 12-07-2024

BREWSTER VILLAGE ASSOCIATION,  
a Michigan non-profit corporation

By: [Signature]  
James V. Clarke  
Its: President

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2020, by James V. Clarke, President of Brewster Village Association, a Michigan non-profit corporation, on behalf of the corporation.



[Signature]  
\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: 12-07-2024

CITY OF ROCHESTER HILLS

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

By: \_\_\_\_\_  
Tina Barton, City Clerk

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Bryan K. Barnett, Mayor, and Tina Barton, City Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted By:  
C. Kim Shierk  
380 N. Old Woodward Ave  
Suite 300  
Birmingham, MI 48009

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

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

John Starow  
Approved 6/24/20

EXHIBIT A  
PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PROPERTY  
(PROPOSED BREWSTER VILLAGE CONDOMINIUM)

PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE SOUTH 89 DEGREES 57 MINUTES 18 SECONDS EAST, 11.55 FEET TO THE PROPERTY CONTROLLING CORNER; THENCE NORTH 04 DEGREES 03 MINUTES 10 SECONDS WEST ALONG THE PROPERTY CONTROLLING LINE BETWEEN THE SAID PROPERTY CONTROLLING CORNER AND THE CENTER POST OF SAID SECTION 8, 620.24 FEET; THENCE SOUTH 85 DEGREES 56 MINUTES 50 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 56 MINUTES 50 SECONDS WEST, 211.51 FEET; THENCE NORTH 04 DEGREES 03 MINUTES 10 SECONDS WEST, 110.00 FEET; THENCE SOUTH 85 DEGREES 56 MINUTES 50 SECONDS WEST, 467.95 FEET; THENCE NORTH 03 DEGREES 47 MINUTES 21 SECONDS WEST, 257.86 FEET TO A POINT ON THE SOUTH LINE OF SHADOW WOODS SUBDIVISION No. 1, AS RECORDED IN LIBER 160 OF PLATS, ON PAGES 30 THROUGH 35, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTH AND EAST LINES OF SAID SHADOW WOODS SUBDIVISION No. 1: 1) SOUTH 89 DEGREES 34 MINUTES 48 SECONDS EAST, 240.52 FEET, 2) NORTH 04 DEGREES 03 MINUTES 10 SECONDS WEST, 300.91 FEET AND 3) SOUTH 89 DEGREES 34 MINUTES 48 SECONDS EAST, 439.82 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BREWSTER ROAD (103 FEET WIDE); THENCE SOUTH 04 DEGREES 03 MINUTES 10 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, 615.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 312,264 SQ. FT. OR 7.17 ACRES OF LAND.

#15-08-376-015  
or #15-08-331-041

Jenny M.  
Approved 6/9/20



ENGINEERS

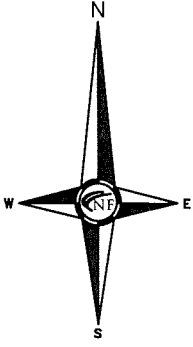
NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
WWW.NOWAKFRAUS.COM

REVISED  
06-09-2020

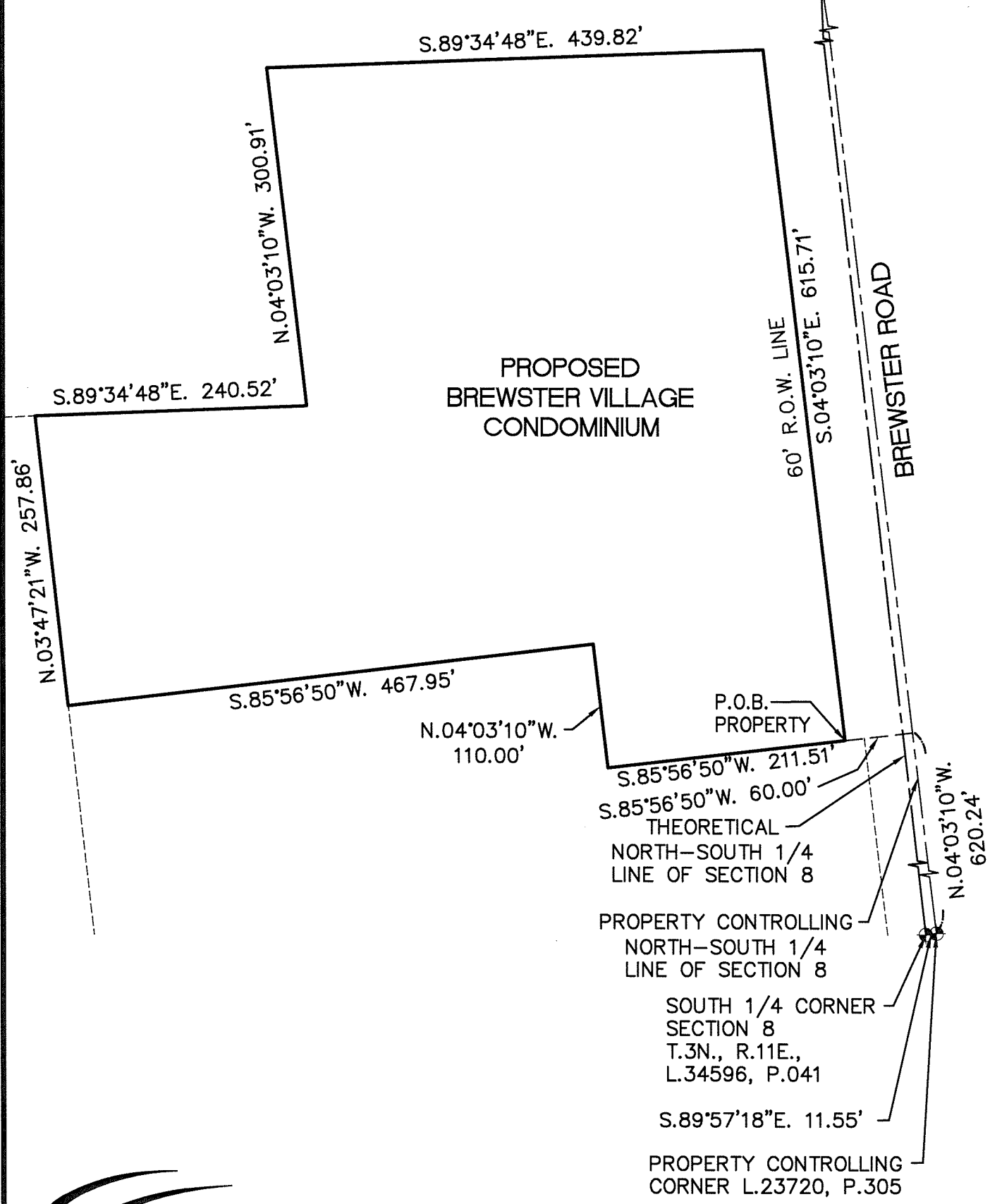
DATE	DRAWN	JOB NO.	SHEET
3-12-2020	M.C.	K342	1 of 2

# EXHIBIT A

## PROPERTY SKETCH



CENTER POST  
SECTION 8  
T.3N., R.11E.,  
L.19009, P.147



**NOWAK & FRAUS ENGINEERS**  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
WWW.NOWAKFRAUS.COM

REVISED  
06-09-2020

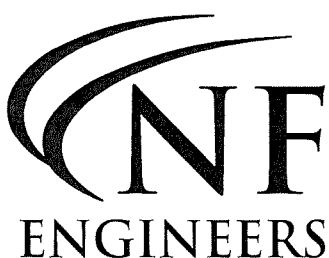
DATE	SCALE	DRAWN	JOB NO.	SHEET
3-12-2020	1" = 120'	M.C.	K342	2 of 2

# EXHIBIT B

## PRIVATE ROAD EASEMENT DESCRIPTION

### LEGAL DESCRIPTION - PRIVATE ROAD EASEMENT

A TWENTY-SIX (26) FOOT WIDE PRIVATE ROAD EASEMENT BEING PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS: COMMENCING AT THE PROPERTY CONTROLLING SOUTH 1/4 CORNER OF SAID SECTION 8 BEING S.89°57'18"E. 11.55 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE N.04°03'10"W. ALONG THE PROPERTY CONTROLLING LINE BETWEEN THE SAID PROPERTY CONTROLLING CORNER AND THE CENTER POST OF SAID SECTION 8, 620.24 FEET; THENCE S.85°56'50"W., 60.00 FEET; THENCE N.04°03'10"W., 380.06 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING S.85°56'50"W. 110.00 FEET TO POINT 'A'; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 89°59'56" AND A CHORD BEARING OF S.40°56'48"W. 28.28 FEET; THENCE S.04°03'10"E. 290.06 FEET; THENCE S.85°56'50"W. 26.00 FEET; THENCE N.04°03'10"W. 130.00 FEET; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 90°00'00" AND A CHORD BEARING OF N.49°03'10"W. 28.28 FEET; THENCE S.85°56'50"W. 417.72 FEET; THENCE 226.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A DELTA OF 259°45'37" AND A CHORD BEARING OF N.35°49'36"E. 76.74 FEET; THENCE 55.68 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, A DELTA OF 79°45'35" AND A CHORD BEARING OF S.54°10'23"E. 51.29 FEET; THENCE N.85°56'50"E. 163.16 FEET; THENCE 31.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 90°09'58" AND A CHORD BEARING OF N.40°47'07"E. 28.33 FEET; THENCE N.04°03'10"W. 333.80 FEET; THENCE N.85°56'50"E. 26.00 FEET; THENCE S.04°03'10"E. 53.58 FEET; THENCE 31.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 90°01'44" AND A CHORD BEARING OF S.49°04'02"E. 28.29 FEET; THENCE N.85°56'50"E. 100.01 FEET; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 90°00'00" AND A CHORD BEARING OF N.40°56'50"E. 28.28 FEET; THENCE N.04°03'10"W. 30.75 FEET; THENCE N.85°56'50"E. 26.00 FEET; THENCE S.04°03'10"E. 151.00 FEET; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 90°00'04" AND A CHORD BEARING OF S.49°03'12"E. 28.28 FEET; THENCE N.85°56'50"E. 110.00 FEET; THENCE S.04°03'10"E. 26.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM A PORTION DESCRIBED AS: BEGINNING AT A POINT DISTANT S.85°56'50"W. 46.00 FEET FROM SAID POINT 'A'; THENCE S.04°03'10"E. 114.06 FEET; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 90°00'00" AND A CHORD BEARING OF S.40°56'50"W. 28.28 FEET; THENCE S.85°56'50"W. 100.02 FEET; THENCE 31.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 89°58'24" AND A CHORD BEARING OF N.49°03'58"W. 28.28 FEET; THENCE N.04°03'10"W. 214.32 FEET; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 90°00'00" AND A CHORD BEARING OF N.40°56'50"E. 28.28 FEET; THENCE N.85°56'50"E. 100.02 FEET; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 90°00'00" AND A CHORD BEARING OF S.49°03'10"E. 28.28 FEET; THENCE S.04°03'10"E. 100.25 FEET TO THE POINT OF BEGINNING.



NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
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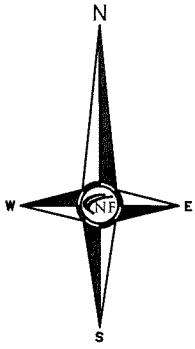
REVISED  
06-09-2020

DATE	DRAWN	JOB NO.	SHEET
3-12-2020	M.C.	K342	1 of 2

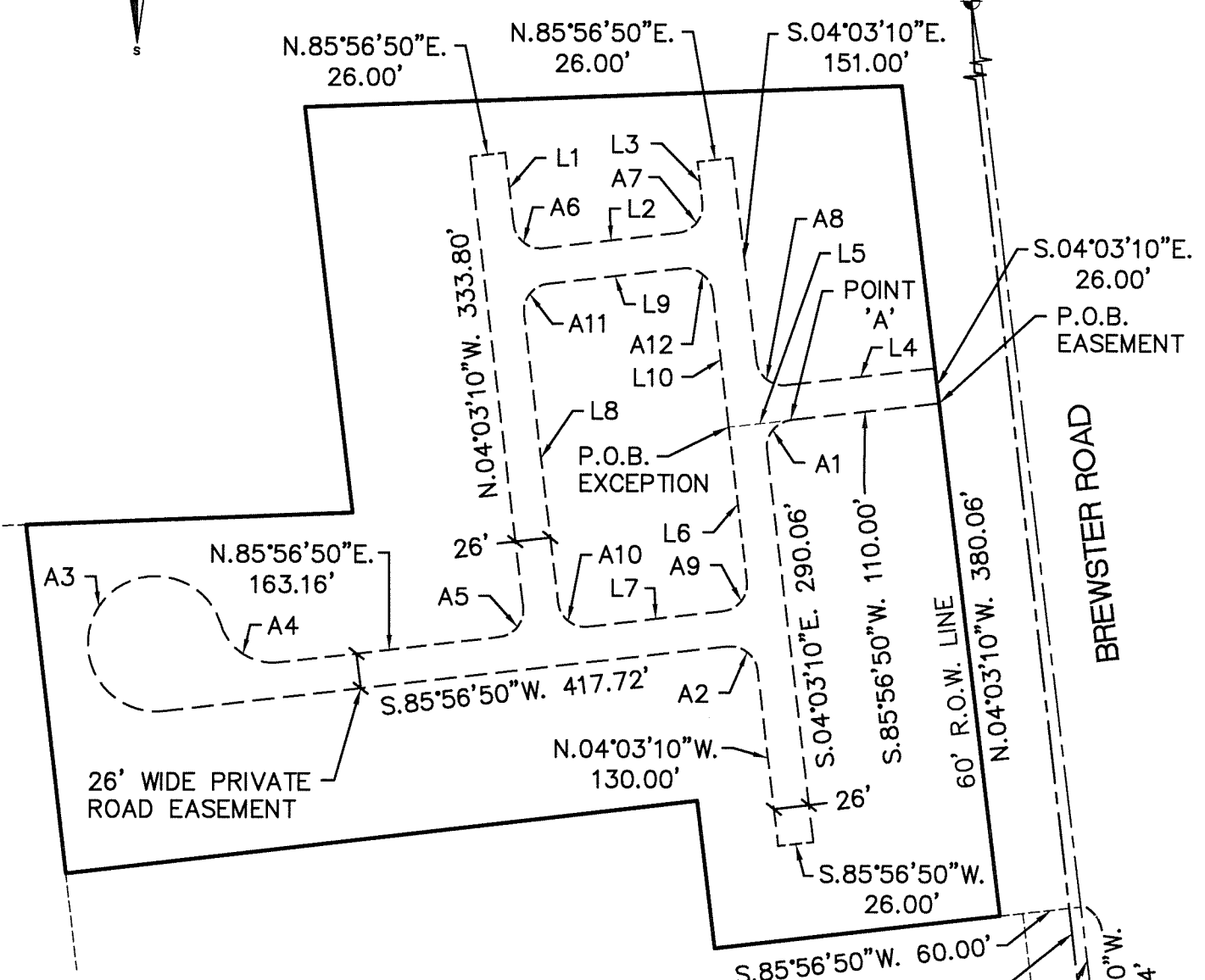


# EXHIBIT B

## PRIVATE ROAD EASEMENT SKETCH



CENTER POST  
SECTION 8  
T.3N., R.11E.,  
L.19009, P.147



S.04°03'10"E.  
26.00'  
P.O.B.  
EASEMENT

BREWSTER ROAD

26' WIDE PRIVATE  
ROAD EASEMENT

S.85°56'50"W. 60.00'  
THEORETICAL  
NORTH-SOUTH 1/4  
LINE OF SECTION 8

PROPERTY  
CONTROLLING  
NORTH-SOUTH 1/4  
LINE OF SECTION 8

SOUTH 1/4 CORNER  
SECTION 8  
T.3N., R.11E.,  
L.34596, P.041

S.89°57'18"E. 11.55'

PROPERTY CONTROLLING  
CORNER L.23720, P.305

LINE TABLE					
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S04°03'10"E	53.58'	L6	S04°03'10"E	114.06'
L2	N85°56'50"E	100.01'	L7	S85°56'50"W	100.02'
L3	N04°03'10"W	30.75'	L8	N04°03'10"W	214.32'
L4	N85°56'50"E	110.00'	L9	N85°56'50"E	100.02'
L5	S85°56'50"W	46.00'	L10	S04°03'10"E	100.25'

ARC TABLE					
ARC	DELTA	RADIUS	LENGTH	CHD.BRG.	CHORD
A1	89°59'56"	20.00'	31.42'	S40°56'48"W	28.28'
A2	90°00'00"	20.00'	31.42'	N49°03'10"W	28.28'
A3	259°45'37"	50.00'	226.68'	N35°49'36"E	76.74'
A4	79°45'35"	40.00'	55.68'	S54°10'23"E	51.29'
A5	90°09'58"	20.00'	31.47'	N40°47'07"E	28.33'
A6	90°01'44"	20.00'	31.43'	S49°04'02"E	28.29'
A7	90°00'00"	20.00'	31.42'	N40°56'50"E	28.28'
A8	90°00'04"	20.00'	31.42'	S49°03'12"E	28.28'
A9	90°00'00"	20.00'	31.42'	S40°56'50"W	28.28'
A10	89°58'24"	20.00'	31.41'	N49°03'58"W	28.28'
A11	90°00'00"	20.00'	31.42'	N40°56'50"E	28.28'
A12	90°00'00"	20.00'	31.42'	S49°03'10"E	28.28'

NOWAK & FRAUS ENGINEERS  
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PONTIAC, MI 48342-5032  
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REVISED  
06-09-2020

DATE 3-12-2020 SCALE 1" = 120' DRAWN M.C. JOB NO. K342 SHEET 2 of 2