

MAINTENANCE AGREEMENT

FOR MAINTENANCE AND REPAIR OF PRIVATE ROAD

This Maintenance Agreement made this 16th day of January, 2017, by MACLEISH BUILDING, INC.

a Michigan Corporation at 650 E. Big Beaver Suite F, Troy MI 48083
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; and

WHEREAS, ingress and egress to the Parcels shall be by a sixty (60) foot private easement road which includes a turnaround; and said parcels may be serviced by utilities by means of an easement in and under the area designated for ingress and egress.

The private road easement is described and depicted in the attached **Exhibit A**.

NOW, THEREFORE, IT IS HEREBY DECLARED, GRANTED AND CONVENATED that the land aforescribed now, and if and when conveyed by subject to and changed with all the protective covenants, 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 resulting Parcels from the division shall be by means of a private easement road as is provided on the described survey, 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 applicable road section. None of the record title owners of various Parcels, by exclusion in any conveyance, may disassociate a particular Parcel's right to use the private easement road.
- B. The owners of each of the Parcels shall be responsible for and shall pay the total cost of maintain the road. Each Parcel shall be responsible for an equal share of the cost of maintenance, with the further provision that once at least two of the Parcels actually have buildings constructed on them, the cost of maintenance shall be the responsibility of only the Parcels which have buildings and are therefore, users of the road.
- C. The need for any particular act or item of maintenance of repair shall be determined by two or more of the owners of the Parcels who will be sharing in the cost of maintenance or repair. Each of said Parcels shall have one (1) vote, regardless of the number of owners of any given Parcel. The owners of record of said Parcels comprising the property responsible for the cost of maintenance or repair shall pay the amount determined to be due with thirty (30) days after receipt of written notice of the necessity of a required maintenance project signed by a majority of the Parcel owners.
- D. Any new improvement of the road, which shall be defined as more than ordinary maintenance and repair, of the private road easement shall be paid for entirely by those owners of the Parcels who desire to improve the road, unless all of the owners agree to share cost of the improvement.
- 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 roadway or easement occasioned by or resulting from his or her use of such roadway or easement for the ingress and egress of construction equipment, or from such other heavy usual or use thereof.
- F. Recognizing that there may presently exist varying views relative to the need for snow plowing of said roadway, or certain portions thereof, it is agreed that plowing of snow shall not, as of the date or dates on which this Agreement is executed, be defined as or considered to be an act or item of maintenance; provided, however, that if a majority of the parties responsible determine that any party hereto is unfairly and unreasonably failing to participate in the cost or effort involved in the plowing or clearing of snow plowing is, in fact, properly an act or item of maintenance and, after due notice in writing of such determination, all affected parties may thereafter be assessed accordingly; and provided further, however, that no party shall be assessed for the cost of snow plowing any portion of roadway not customarily used by him or her, irrespective of the fact that he or she may be the owner thereof

G. Failure of any owner to pay his or her pro rata share of the cost of maintenance within the time hereinbefore provided shall entitle the other owners to collect it in a Court of competent jurisdiction.

H. 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 roadway 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, guest, invitees, tradesmen, emergency vehicles and personnel, and other bound for or returning from the premises of any of the said parties.

II.

EASEMENT FOR PUBLIC VEHICLES

Proprietors hereby grant an easement to the public for all reasonable and necessary emergency and public vehicles over the easement described herein and designated on the above-referred to survey 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 any of the Parcels is hereby granted over and under the private road easement which is referred to herein.

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 of Proprietors. Every deed, land contract or other document of assignment, transfer, conveyance or sale of any of the aforesaid property shall contain an express reference to this Maintenance Agreement.

VI.

RESERVATION OF RIGHTS

The Proprietors hereby reserve the right at their sole discretion to approve additional tributary properties to use the road easement. Future parties afforded this 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.

MACLEISH BUILDING, INC.

By: *Daniel D. MacLeish*

Print or type name: DANIEL D. MACLEISH

Title: PRESIDENT

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

By: Tina Barton, Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 16th day of JANUARY, 2017, by DANIEL D. MACLEISH who is the PRESIDENT of MACLEISH BUILDING, INC., a Michigan limited liability company, on behalf of and by authority of the Company.

CHRISTINE M. LALKA
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Aug 10, 2023
ACTING IN COUNTY OF

Christine M. Lalka
_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in the County of Oakland

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument acknowledged before me this _____ day of _____, 20____, by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

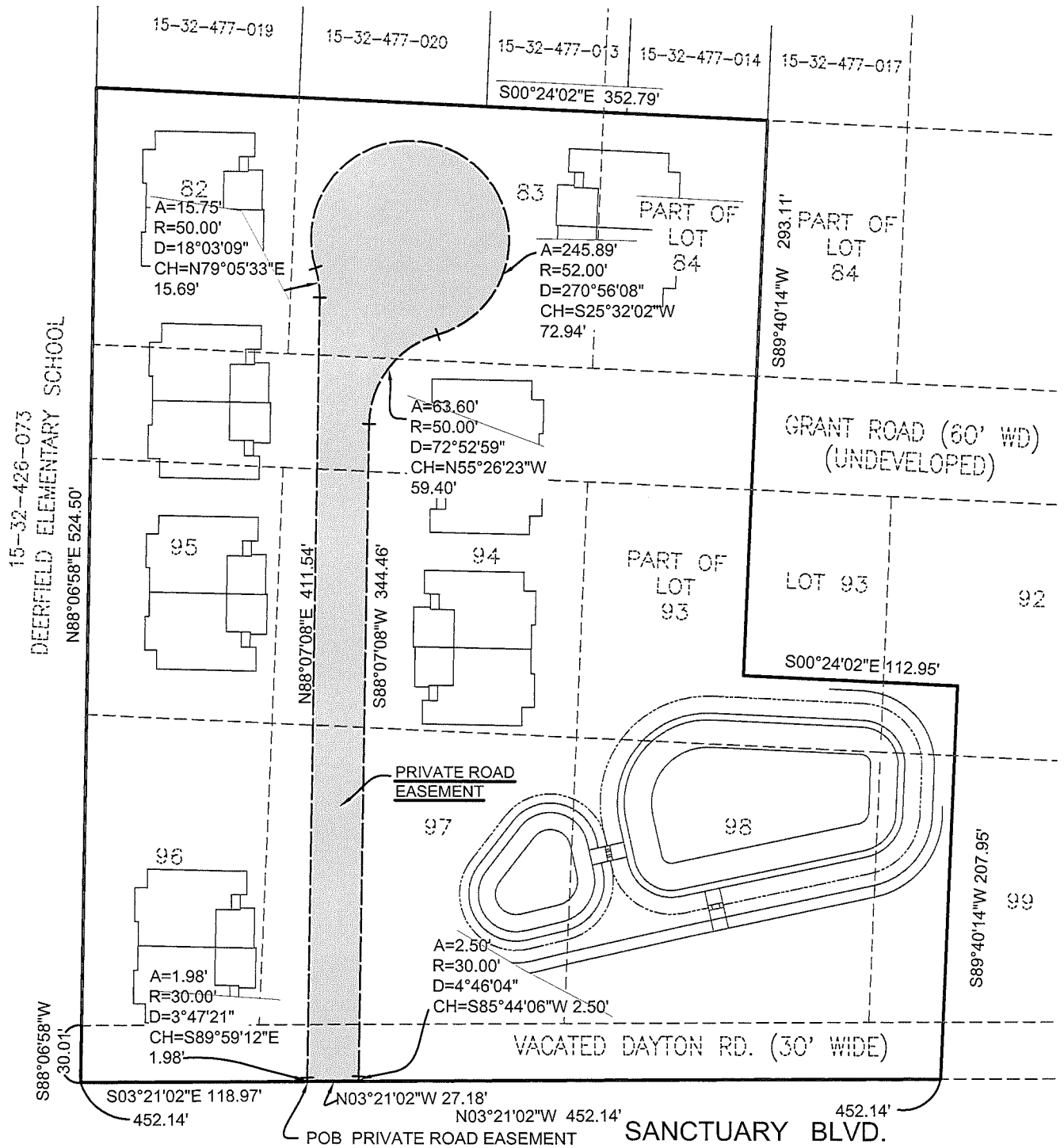
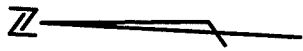
_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in the County of _____

Drafted by:
DANIEL D. MACLEISH
MACLEISH BUILDING, INC.
650 E. BIG BEAVER, SUITE F
TROY, MI 48083

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

John Staran
Approved 1/25/17

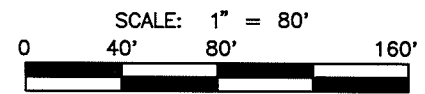
EXHIBIT A PRIVATE ROAD EASEMENT



15-32-426-073
DEERFIELD ELEMENTARY SCHOOL
N88°06'58"E 524.50'

S88°06'58"W
30.01'

*mike Tawnt
Approved 2/16/17*



Fenn & Associates, Inc. Land Surveying and Civil Engineering
14933 Commercial Drive, Shelby Township, MI 48315
Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

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| <p>SANCTUARY IN THE HILLS EAST PART OF THE S.E. 1/4 OF SECTION 32, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN</p> | <p>CLIENT: MACLEISH BUILDING 01/09/2017 SCALE 1" = 80' IB CHECK DK, PS C15-011.20 SHEET 1 OF 2</p> |
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EXHIBIT A DESCRIPTIONS

PROPERTY DESCRIPTION

Lots 82, 83, the North 86.25 feet of Lot 84, Part of Lot 92, Part of Lot 93, Lots 94-98, Part of Lot 99 and Part of vacated Grant Road (60 feet wide) adjacent to Lots 82, 83, 94, 95 and adjacent to the North 86.25 feet of Lots 84 and 93, also vacated Dayton Rd. (30 feet wide) adjacent to Lots 96-98 and Part of Lot 99 of "South Boulevard Gardens" according to the plat thereof recorded in Liber 5 of Plats, Page 45, Oakland County Records, described as:

Beginning at Northeast corner of Lot 82;
thence S00°24'02"E 352.79 feet;
thence S89°40'14"W 293.11 feet;
thence S00°24'02"E 112.95 feet;
thence S89°40'14"W 207.95 feet;
thence N03°21'02"W 452.14 feet;
thence N88°06'58"E 524.50 feet to the Point of Beginning.
Containing 4.63 ac. or 202,108 s.f.

PRIVATE ROAD EASEMENT

Part of Lots 82, 83, 94, 95, 96, 97 and Part of vacated Grant Road (60 feet wide) also vacated Dayton Rd. (30 feet wide) of "South Boulevard Gardens" according to the plat thereof recorded in Liber 5 of Plats, Page 45, Oakland County Records, described as:

Commencing at Northwest Corner Lot 96;
thence S88°06'58"W 30.01 feet;
thence S03°21'02"E 118.97 feet to the Point of Beginning;
thence along a curve to the left with a radius of 30.00 feet, arc length 1.98 feet, and chord bearing S89°59'12"E 1.98 feet;
thence N88°07'08"E 411.54 feet;
thence along a curve to the left with a radius of 50.00 feet, arc length 15.75 feet, and chord bearing N79°05'33"E 15.69 feet;
thence along a reverse curve to the right with a radius 52.00 feet, arc length 245.89 feet, and chord bearing S25°32'02"W 72.94 feet;
thence along a reverse curve to the left with a radius 50.00 feet, arc length 63.60 feet, and chord bearing N55°26'23"W 59.40 feet;
thence S88°07'08"W 344.46 feet;
thence along a curve to the left with a radius 30.00 feet, arc length 2.50 feet, and chord bearing S85°44'06"W 2.50 feet;
thence N03°21'02"W 27.18 feet to the Point of Beginning.



Fenn & Associates, Inc. Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315
Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

SANCTUARY IN THE HILLS EAST

CLIENT: MACLEISH BUILDING

PART OF THE S.E. 1/4 OF SECTION 32, T3N, R11E,
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

01/09/2017 SCALE 1" = 80'
IB CHECK DK, PS
C15-011.20 SHEET 2 OF 2