

MAINTENANCE AGREEMENT

FOR MAINTENANCE AND REPAIR OF PRIVATE ROAD

This Maintenance Agreement made this 7th day of November, 2017, by Manchester Hamlin, LLC (“Developer”), a Michigan limited liability company, of 45111 Market Street, Shelby Township, MI 48315, 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, Developer intends to develop the Property as a residential condominium to be known as Nottingham Woods (“Development”), and to establish the Nottingham Woods Condominium Association (“Association”) to manage and administer the affairs of the Development.

The Development will include a sixty (60) foot wide interior private road, including a turnaround described on the attached Exhibit A (“Private Road”), 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.

NOW, THEREFORE, IT IS HEREBY DECLARED, GRANTED AND COVENANTED that the Property 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 Condominium Units (“Units”) shall be by means of a private easement road as is described in Exhibit A, 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 the Units, by exclusion in any conveyance, may disassociate a particular Unit’s right to use the private easement road.
- B. The owners of each of the Units shall be responsible for and shall pay the total cost to maintain the road (including snow and ice removal). Each Unit shall be responsible for an equal share of the cost of maintenance, with the further provision that once at least two of the Units actually have buildings constructed on them; the cost of maintenance shall be the responsibility of only the Units that have buildings and are therefore, users of the road.
- C. The need for any particular act or item of maintenance or repair shall be determined by two or more of the owners of the Units who will be sharing in the cost of maintenance or repair. Each of said Units shall have one (1) vote, regardless of the number of owners of any given Unit. The owners of record of said Units responsible for the cost of maintenance or repair shall pay the amount determined to be due within thirty (30) days after receipt of written notice of the necessity of a required maintenance project signed by a majority of those Unit 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 Units 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 or unusual use thereof.

F. 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.

G. 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 owners of Units 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 premises 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 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 the Developer. 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, but failure to include such reference shall in no way limit, nullify nor abate the rights, obligation and benefits hereunder from running with the land.

VI.

RESERVATION OF RIGHTS

The Developer hereby reserves the right at their sole discretion to approve additional properties to use the road easement. Future parties afforded this road easement shall be obligated, bound to join, and become subject to this Maintenance Agreement.

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

Manchester Hamlin, LLC

By: Jim George

Print or type name: Jim George

Title: Member

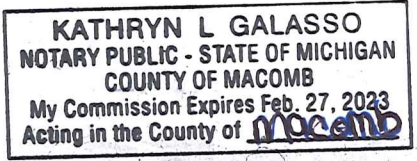
CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

By: Tina Barton, Clerk

STATE OF MICHIGAN }
COUNTY OF Macomb }SS

The foregoing instrument was acknowledged before me this 7 day of November 2017, by Jim George, who is the Member of Manchester Hamlin, LLC, a Michigan limited liability company, on behalf of and by authority of the Company.



Kathryn L. Galasso, Notary Public
Macomb County, Michigan
My commission expires: 2-27-23
Acting in the County of Macomb

STATE OF MICHIGAN }
COUNTY OF OAKLAND }SS

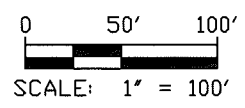
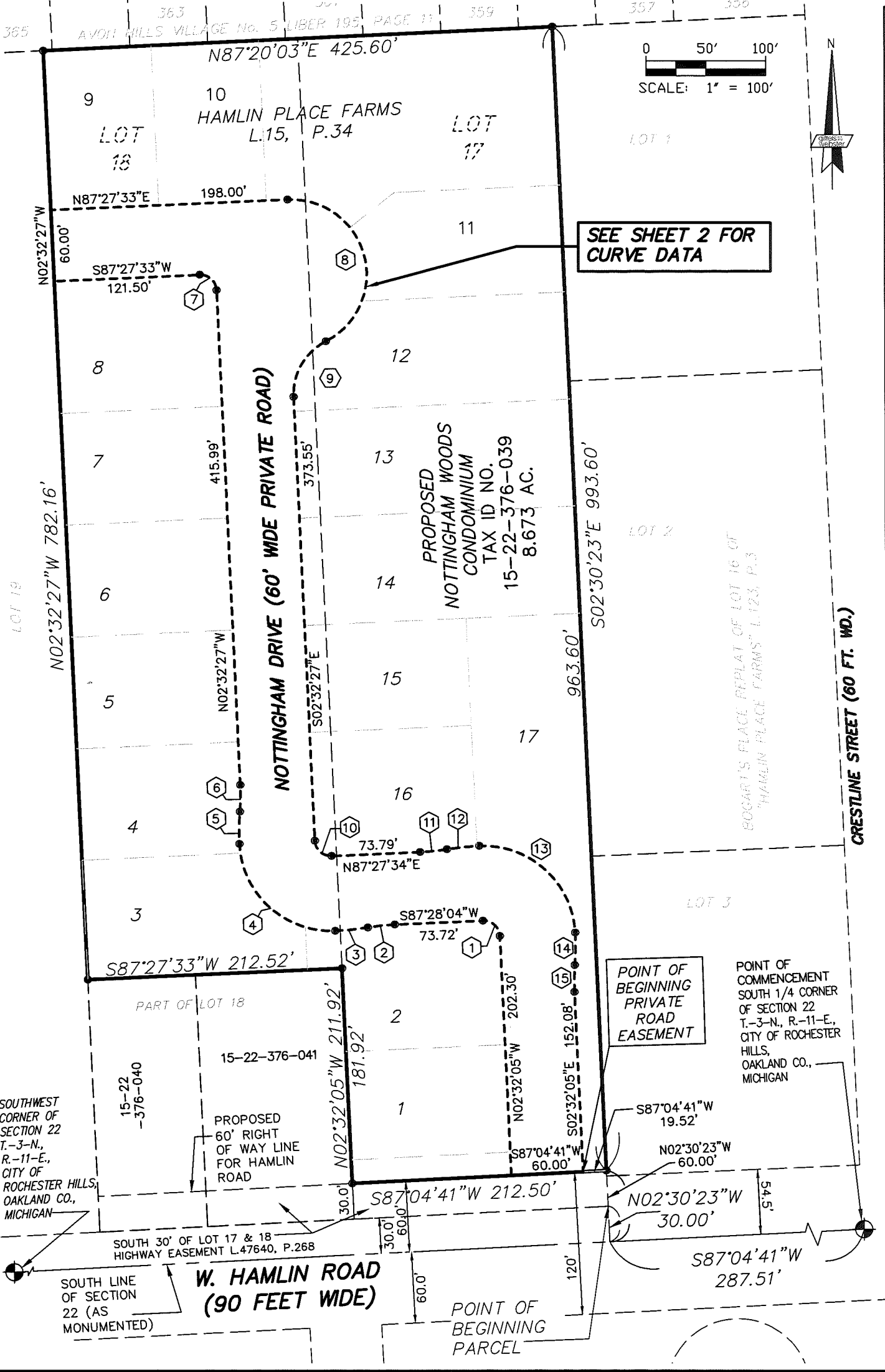
The foregoing instrument acknowledged before me this day of _____, 2018, by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

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

*John Staraw
Appd. 12/27/17*

Drafted by:
Adele Swann
City of Rochester Hills
1000 Rochester Hills Dr.
Rochester Hills, MI 48309

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



SEE SHEET 2 FOR CURVE DATA

POINT OF BEGINNING PRIVATE ROAD EASEMENT

POINT OF COMMENCEMENT SOUTH 1/4 CORNER OF SECTION 22 T.-3-N., R.-11-E., CITY OF ROCHESTER HILLS, OAKLAND CO., MICHIGAN

SOUTHWEST CORNER OF SECTION 22 T.-3-N., R.-11-E., CITY OF ROCHESTER HILLS, OAKLAND CO., MICHIGAN

W. HAMLIN ROAD (90 FEET WIDE)

NOTTINGHAM WOODS CONDOMINIUM Rochester Hills, Oakland County, MICHIGAN Private Road Easement

giffels webster
 Engineers Surveyors Planners
 Landscape Architects
 6303 26 Mile Road
 Suite 100
 Washington Twp, MI 48094
 p (586) 781-8950
 f (313) 962-5068
 www.giffelswebster.com

Executive:	JNR
Manager:	MK
Designer:	LDA
Quality Control:	ALG
Section:	22
	T-3-N R-11-E

Developed For:

DATE:	ISSUE:
Date	Issue

Date:	05.02.17
Scale:	1"=100'
Sheet:	1 OF 3
Project:	18701.00

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CURVE DATA

CURVE NUMBER	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
1	21.21'	13.50'	90°00'00"	N.47°32'05"W.	19.09'
2	22.68'	188.50'	06°53'37"	S.84°00'45"W.	22.67'
3	27.25'	226.50'	06°53'37"	S.84°00'45"W.	27.24'
4	120.17'	76.50'	89°59'59"	N.47°32'27"W.	108.19'
5	27.26'	226.50'	06°53'43"	N.00°54'25"E.	27.24'
6	22.69'	188.50'	06°53'43"	N.00°54'25"E.	22.67'
7	21.21'	13.50'	90°00'00"	N.47°32'27"W.	19.09'
8	170.90'	63.00'	155°25'22"	S.14°49'46"E.	123.11'
9	57.09'	50.00'	65°25'23"	S.30°10'15"W.	54.04'
10	21.21'	13.50'	89°59'59"	S.47°32'27"E.	19.09'
11	22.64'	188.50'	06°52'52"	N.84°01'08"E.	22.62'
12	27.23'	226.50'	06°53'13"	N.84°01'19"E.	27.21'
13	120.17'	76.50'	90°00'00"	S.47°32'05"E.	108.19'
14	27.26'	226.50'	06°53'43"	S.00°54'47"W.	27.24'
15	22.68'	226.50'	05°44'15"	S.00°54'47"W.	22.67'

PROPERTY DESCRIPTION

TAX ID NO. 15-22-376-039

LOT 17 AND PART OF LOT 18 OF HAMLIN PLACE FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 15 OF PLATS PAGE 34, OAKLAND COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 22, TOWN 3, NORTH, RANGE 11 EAST, AVON TOWNSHIP (NOW CITY OF ROCHESTER HILLS), OAKLAND COUNTY, MICHIGAN, SOUTH 87 DEGREES 04 MINUTES 41 SECONDS WEST, 287.51 FEET ALONG THE SOUTH LINE OF SECTION 22; THENCE NORTH 02 DEGREES 30 MINUTES 23 SECONDS WEST, 30.00 FEET TO THE SOUTHEAST CORNER OF LOT 17, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 04 MINUTES 41 SECONDS WEST, 212.50 FEET ALONG THE NORTH RIGHT OF WAY LINE OF HAMLIN ROAD (VARIABLE WIDTH) TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 02 DEGREES 32 MINUTES 05 SECONDS WEST, 211.92 FEET ALONG THE WEST LINE OF LOT 17 SAID LINE ALSO BEING THE EAST LINE OF LOT 18; THENCE SOUTH 87 DEGREES 27 MINUTES 33 SECONDS WEST, 212.52 FEET TO A POINT ON THE WEST LINE OF LOT 18; THENCE NORTH 02 DEGREES 32 MINUTES 27 SECONDS WEST, 782.16 FEET ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF "AVON HILLS VILLAGE SUBDIVISION NO.5, AS RECORDED IN LIBER 195 OF PLATS, PAGE 11, OAKLAND COUNTY RECORDS; THENCE NORTH 87 DEGREES 20 MINUTES 03 SECONDS EAST, 425.60 FEET ALONG SAID SOUTH LINE TO THE NORTHWEST CORNER OF LOT 1 OF "BOGART'S PLACE REPLAT OF LOT 16 OF HAMLIN PLACE FARMS" AS RECORDED IN LIBER 123 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 17; THENCE SOUTH 02 DEGREES 30 MINUTES 23 SECONDS EAST, 993.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.673 ACRES.

*Mike Tavant
Approved 8/1/17*

NOTTINGHAM WOODS CONDOMINIUM

Rochester Hills, Oakland County, MICHIGAN

Private Road Easement

giffels webster
 6303 26 Mile Road
 Suite 100
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Executive:	JNR
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Project:	18701.00

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PRIVATE ROAD EASEMENT DESCRIPTION

PART OF LOTS 17 AND 18 OF HAMLIN PLACE FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 15 OF PLATS PAGE 34, OAKLAND COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 22, TOWN 3, NORTH, RANGE 11 EAST, AVON TOWNSHIP (NOW CITY OF ROCHESTER HILLS), OAKLAND COUNTY, MICHIGAN, SOUTH 87 DEGREES 04 MINUTES 41 SECONDS WEST, 287.51 FEET ALONG THE SOUTH LINE OF SECTION 22; THENCE NORTH 02 DEGREES 30 MINUTES 23 SECONDS WEST, 60.00 FEET TO A POINT ON THE PROPOSED 60 FOOT RIGHT OF WAY LINE OF HAMLIN ROAD; THENCE SOUTH 87 DEGREES 04 MINUTES 41 SECONDS WEST, 19.52 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; THENCE THE FOLLOWING TWENTY-FIVE (25) COURSES BEING ALONG THE PERIMETER OF SAID PRIVATE ROAD EASEMENT; (1) SOUTH 87 DEGREES 04 MINUTES 41 SECONDS WEST, 60.00 FEET CONTINUING ALONG SAID THE NORTH LINE; AND (2) NORTH 02 DEGREES 32 MINUTES 05 SECONDS WEST, 202.30 FEET; AND (3) ALONG A TANGENT CURVE TO THE LEFT 21.21 FEET SAID CURVE HAVING A RADIUS OF 13.50 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A LONG CHORD BEARING OF NORTH 47 DEGREES 32 MINUTES 05 SECONDS WEST, 19.09 FEET; AND (4) SOUTH 87 DEGREES 28 MINUTES 04 SECONDS WEST, 73.72 FEET; AND (5) ALONG A TANGENT CURVE TO THE LEFT 22.68 FEET SAID CURVE HAVING A RADIUS OF 188.50 FEET, A CENTRAL ANGLE OF 06 DEGREES 53 MINUTES 37 SECONDS, AND A LONG CHORD BEARING OF SOUTH 84 DEGREES 00 MINUTES 45 SECONDS WEST, 22.67 FEET; AND (6) ALONG A TANGENT CURVE TO THE RIGHT 27.25 FEET SAID CURVE HAVING A RADIUS OF 226.50 FEET, A CENTRAL ANGLE OF 06 DEGREES 53 MINUTES 37 SECONDS, AND A LONG CHORD BEARING OF SOUTH 84 DEGREES 00 MINUTES 45 SECONDS WEST, 27.24 FEET; AND (7) ALONG A TANGENT CURVE TO THE RIGHT 120.17 FEET SAID CURVE HAVING A RADIUS OF 76.50 FEET, A CENTRAL ANGLE OF 89 DEGREES 59 MINUTES 59 SECONDS, AND A LONG CHORD BEARING OF NORTH 47 DEGREES 32 MINUTES 27 SECONDS WEST, 108.19 FEET; AND (8) ALONG A TANGENT CURVE TO THE RIGHT 27.26 FEET SAID CURVE HAVING A RADIUS OF 226.50 FEET, A CENTRAL ANGLE OF 06 DEGREES 53 MINUTES 43 SECONDS, AND A LONG CHORD BEARING OF NORTH 00 DEGREES 54 MINUTES 25 SECONDS EAST, 27.24 FEET; AND (9) ALONG A TANGENT CURVE TO THE LEFT 22.69 FEET CURVE HAVING A RADIUS OF 188.50 FEET, A CENTRAL ANGLE OF 06 DEGREES 53 MINUTES 43 SECONDS, AND A LONG CHORD BEARING OF NORTH 00 DEGREES 54 MINUTES 25 SECONDS EAST, 22.67 FEET; AND (10) NORTH 02 DEGREES 32 MINUTES 27 SECONDS WEST, 415.99 FEET; AND (11) ALONG A TANGENT CURVE TO THE LEFT 21.21 FEET SAID CURVE HAVING A RADIUS OF 13.50 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A LONG CHORD BEARING OF NORTH 47 DEGREES 32 MINUTES 27 SECONDS WEST, 19.09 FEET; AND (12) SOUTH 87 DEGREES 27 MINUTES 33 SECONDS WEST, 121.50 FEET TO A POINT ON THE WEST LINE OF SAID LOT 18; AND (13) NORTH 02 DEGREES 32 MINUTES 27 SECONDS WEST, 60.00 FEET ALONG SAID WEST LINE; AND (14) NORTH 87 DEGREES 27 MINUTES 33 SECONDS EAST, 198.00 FEET; AND (15) ALONG A TANGENT CURVE TO THE RIGHT 170.90 FEET SAID CURVE HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 155 DEGREES 25 MINUTES 22 SECONDS, AND A LONG CHORD BEARING OF SOUTH 14 DEGREES 49 MINUTES 46 SECONDS EAST, 123.11 FEET; AND (16) ALONG A TANGENT CURVE TO THE LEFT 57.09 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 65 DEGREES 25 MINUTES 23 SECONDS, AND A LONG CHORD BEARING OF SOUTH 30 DEGREES 10 MINUTES 15 SECONDS WEST, 54.04 FEET; AND (17) SOUTH 02 DEGREES 32 MINUTES 27 SECONDS EAST, 373.55 FEET; AND (18) ALONG A TANGENT CURVE TO THE LEFT 21.21 FEET SAID CURVE HAVING A RADIUS OF 13.50 FEET, A CENTRAL ANGLE OF 89 DEGREES 59 MINUTE 59 SECONDS, AND A LONG CHORD BEARING OF SOUTH 47 DEGREES 32 MINUTES 27 SECONDS EAST, 19.09 FEET; AND (19) NORTH 87 DEGREES 27 MINUTES 34 SECONDS EAST, 73.79 FEET; AND (20) ALONG A TANGENT CURVE TO THE LEFT 22.64 FEET SAID CURVE HAVING A RADIUS OF 188.50 FEET, A CENTRAL ANGLE OF 06 DEGREES 52 MINUTES 52 SECONDS, AND A LONG CHORD BEARING OF NORTH 84 DEGREES 01 MINUTES 08 SECONDS EAST, 22.62 FEET; AND (21) ALONG A TANGENT CURVE TO THE RIGHT 27.23 FEET SAID CURVE HAVING A RADIUS OF 226.50 FEET, A CENTRAL ANGLE OF 06 DEGREES 53 MINUTES 13 SECONDS, AND A LONG CHORD BEARING OF NORTH 84 DEGREES 01 MINUTES 19 SECONDS EAST, 27.21 FEET; AND (22) ALONG A TANGENT CURVE TO THE RIGHT 120.17 FEET SAID CURVE HAVING A RADIUS OF 76.50 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A LONG CHORD BEARING OF SOUTH 47 DEGREES 32 MINUTES 05 SECONDS EAST, 108.19 FEET; AND (23) ALONG A TANGENT CURVE TO THE RIGHT 27.26 FEET, SAID CURVE HAVING A RADIUS OF 226.50 FEET, A CENTRAL ANGLE OF 06 DEGREES 53 MINUTES 43 SECONDS, AND A LONG CHORD BEARING OF SOUTH 00 DEGREES 54 MINUTES 47 SECONDS WEST, 27.24 FEET; AND (24) ALONG A NON-TANGENT CURVE TO THE LEFT 22.68 FEET SAID CURVE HAVING A RADIUS OF 226.50 FEET, A CENTRAL ANGLE OF 05 DEGREES 44 MINUTES 15 SECONDS, AND A LONG CHORD BEARING OF SOUTH 00 DEGREES 54 MINUTES 47 SECONDS WEST, 22.67 FEET; AND (25) SOUTH 02 DEGREES 32 MINUTES 05 SECONDS EAST, 152.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.75 ACRES.

PART OF TAX ID NO. 15-22-376-039

N:181870018701.00 - Nottingham WoodsEasementsPrivate Road EasementPrivate Road Easement.dwg

NOTTINGHAM WOODS CONDOMINIUM

Rochester Hills, Oakland County, MICHIGAN

Private Road Easement

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 Engineers Surveyors Planners
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Section:	22
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