

PRIVATE ROAD MAINTENANCE AGREEMENT

This PRIVATE ROAD MAINTENANCE AGREEMENT ("Agreement") is entered into on this 7th day of September, 2016 by and between NP Rochester Hills, LLC, a Missouri Limited Liability Company ("Declarant"), whose address is: 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150; and the City of Rochester Hills, a Michigan Municipal Corporation ("City") whose address is 1000 Rochester Hills, Drive, Rochester Hills, MI 48308.

RECITALS

WHEREAS Declarant is the owner of real property located in the City of Rochester Hills, Oakland County, State of Michigan, described on the attached "**Exhibit A**" (the "Subject Premises"), and proposes to develop the Subject Premises.

WHEREAS Declarant is the owner of parcel 15-23-300-038 and seeks to establish a private roadway, a portion of which will be within the Subject Premises, and ingress and egress to and by and through the Subject Premises which is a portion of a proposed seventy-six (76) foot wide or variable width private road easement (the "Roadway"). The Depiction of the Roadway in its entirety is attached at **Exhibit B** and for purposes of this Agreement, Declarant's portion of the Roadway consists of an Easement Area Lying Over "NP Rochester Hills" Parcel 15-23-300-038, which is depicted and described at **Exhibit C**. As shown and described, only part of the Roadway will be situated on the Subject Premises, being Declarant's parcel 15-23-300-038. Therefore, this Agreement applies to the portion of the Roadway on Declarant's parcel.

WHEREAS, it is the intent of this Agreement to provide an effective yet convenient mechanism for Declarant and the City to ensure the Roadway is maintained in a reasonably safe and suitable condition for travel and for the installation and maintenance of public and private utilities.

WHEREAS, it is agreed that this Agreement and any subsequent amendments thereto shall be recorded in the Oakland County Records, and shall appear as a deed restriction or covenant, and shall run with the land and shall be binding upon Declarant, all future owners, their heirs, successors and assigns.

NOW THEREFORE, FOR GOOD AND VALUABLE MUTUAL CONSIDERATION, THE ADEQUACY OF WHICH IS ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INTEREST IN REALTY.

This Agreement is made to establish certain easements and encumber the Subject Premises with certain covenants, conditions, and restrictions. This Agreement is to run with the land, be an interest in realty, and be binding on and inure to the benefit of, and burden, the owners and occupiers of each parcel or sub-address of property located within the Subject Premises and their respective transferees, successors, and assigns.

When used in this Agreement, the words "Owner" or "Owners" is intended to mean and encompass the owner in fee title of each and every parcel or sub-address of property within the Subject Premises, and the owner of any parcels arising from any division of the Subject Premises. The term shall bind any parties who occupy or hold an interest in a parcel through any of the Owners, including but not limited to their lessees, agents, employees, and invitees; and all other parties acting through or under any of the Owners.

2. PRIVATE ROADWAY

The easements in which the Roadway will be built are depicted in **Exhibit B** and the portion over Declarant's Parcel is described on **Exhibit C**, both exhibits are attached and made a

part of this Agreement. Part of the Roadway is to be located on property owned by G&V Investments, LLC, parcel 15-23-300-038, who has also entered into a similar Private Road Maintenance Agreement with the City of Rochester Hills.

3. INGRESS AND EGRESS AND MAINTENANCE OF ROADWAY

A. Ingress and egress to and from each of the resulting parcels or sub-addresses within the Subject Premises or from the division of the Subject Premises may be by means of the Roadway as is provided on the described survey, and ingress and egress shall be in common. The Roadway shall be established according to the standards and specifications of the City of Rochester Hills' applicable road section. No Owner, by exclusion in any conveyance, may disassociate a particular parcel's right to use the Roadway, provided only that the site plan for development on an Owner's parcel requires use of the Roadway.

B. After construction has commenced on a parcel within the Subject Premises that is intended to benefit from the use of the Roadway, the Owner is responsible for and shall pay its Pro-rata share of the maintenance of the Roadway, which shall be based on the formula set forth in sub-part D below. Each Owner shall be responsible for an equal share of the cost of the maintenance. Further, once at least two separate Owners exist and have buildings constructed on their separate parcels, the cost of maintenance shall be responsibility of only the Owners which have buildings constructed thereon.

C. The need for any particular act or item of maintenance or repair to the portion of the Roadway shall be determined by a majority vote of the Owners who will be sharing in the cost of maintenance or repair. Each Owner subject to this Agreement shall get one vote for each 500 square feet of land owned which is subject to this Agreement. A majority shall be considered at least 50.1% of the total land of the Subject Premises. The Owners responsible for sharing in the costs of maintenance or repair shall pay the contracting or obligated party (such as a homeowners association), 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 the Owners.

D. A vote shall not be required of the Owners in regards to snow removal and salting. All affected Owners may be assessed by the contracting or obligated party (such as a homeowners association) accordingly and shall pay their pro-rata share within thirty (30) days after receipt of a request for payment. The pro-rata share will be based upon the square footage of each Owners' land.

E. Any new improvement to the Roadway, which is more than ordinary maintenance and repair, such as a connecting drive or addition to the Roadway, shall be paid for entirely by those Owners who desire to improve the Roadway, unless all of the Owners agree to share the costs of the improvement in writing and prior to the contracting for such improvement.

F. Unless otherwise set forth herein, each Owner shall be solely responsible for repairing or causing to be repair, at his or her own expense, any extraordinary or unusual damage to the Roadway caused by or resulting from the use of the Owner related to the ingress and egress of construction equipment, or from such other heavy use of the Roadway.

No Owner of a parcel or combined owners shall prohibit, restrict, limit or in any manner interfere with any of the other Owners' normal access to and use of the Roadway. Normal access and use shall include, amongst other things, family, guests, invitees, licensees, tradesmen, emergency vehicles and personnel, and other bound for or returning from or within the parcel of any Owner. All construction and maintenance activities performed within the Premises shall be in compliance with all applicable laws, rules, regulations, orders, and ordinances of the City of Rochester Hills, county, state, and federal government and any department or agency of those entities having jurisdiction. All storage of materials and the parking of construction or maintenance vehicles, including vehicles of workers, shall occur only on the parcel of property on which the construction or maintenance is taking place, and all laborers, suppliers, contractors, and others connected with the construction activities shall park their vehicles on that parcel of property. The Owner of each parcel who undertakes any construction on its parcel agrees to defend, indemnify, and hold harmless the Owner of each other parcel from all claims, losses, liabilities, actions, proceedings, and costs (including reasonable attorney fees and the costs of

any litigation) including liens and any accident, injury, loss, or damage whatsoever occurring to any person or to the property of any person arising out of or resulting from any construction activities performed or authorized by the indemnifying party.

G. In the event any Owner of a parcel fails to pay their pro-rata share of the costs of maintenance or snow removal and salting within the thirty (30) days set forth herein above, the other Owners may seek to collect it in the Oakland County Circuit Court or the Rochester Hills District Court.

4. FINANCING ROADWAY MAINTENANCE OR IMPROVEMENTS

In the event the Owners vote in favor of Roadway maintenance or improvements as set forth in 3(C) above, and determine that financing is necessary to fund the maintenance or improvements, the following conditions shall apply. The Owners will obtain three bids from certified licensed contractors to undertake the maintenance or improvements. The Owners will select a bid by vote and then seek financing from three sources to finance the winning bid. Any contract entered into with a winning bidder must be subject to or contingent on obtaining financing. The Owners shall then vote to approve financing from one of the three sources. Each Owner shall then pay their pro-rata share of the loan. The pro-rata share will be based upon the square footage of each Owners' land.

5. EASEMENT FOR PUBLIC VEHICLES

Declarant declares, establishes and grants an easement to the public for all reasonable and necessary emergency and public vehicles over the portion of the Roadway described herein and as designated on the above referenced survey as the Roadway. This easement is permitted for, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to Declarant and Owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

6. EASEMENT FOR UTILITIES

Declarant declares, established and grants an easement for utilities over and under the portion of the Roadway located on the Subject Premises to serve any of the parcels or sub-addresses within the Subject Premises.

7. EFFECTIVE TERM.

This Agreement shall be perpetual, and shall encumber and run with the land as long as the Roadway remains private.

8. SEVERABILITY.

If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. APPLICATION.

The benefits, covenants, obligations and restrictions herein provided, shall run with the land and shall inure to the benefit of and be binding up the heirs, administrators, executors, personal representatives, assigns, grantees, transferees and successors in title of the Declarant or any Owners. Every deed, land contract or other document or assignment, transfer, conveyance or sale of any portion of or all of the Subject Premises shall contain an express reference to this Private Road Maintenance Agreement.

10. RESERVATION OF RIGHTS

The Declarant hereby reserves the right at its sole discretion to approve additional neighboring properties to use the Roadway. Future Owners within the Subject Premises afforded the use of the Roadway shall be obligated and bound to join and become a part of this Private Road Maintenance Agreement.

11. AMENDMENT.

This Agreement may be amended but only with the written consent of the City of Rochester Hills, which consent will not be unreasonably withheld.

DECLARANT: NP Rochester Hills, LLC, a Missouri Limited Liability Company

Date: September 7, 2016

By: Nathaniel Hagedorn
Its: Manager

STATE OF MISSOURI)
)
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me on this 7th day of September, 2016, by Nathaniel Hagedorn the Manager, of NP Rochester Hills, LLC, a Missouri Limited Liability Company, on its behalf.

AMY M. SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: December 1, 2017
Commission # 13552904

Amy M. Smith
), Notary Public
Clay
Platte County, Missouri
My Commission Expires: December 1, 2017

CITY OF ROCHESTER HILLS

Date: _____

By: _____
Its: _____

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2016, by _____, the _____, of the City of Rochester Hills, a Michigan Municipal Corporation, on its behalf.

_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:
Patrick S. McKay, Esq.
Kirk, Huth, Lange & Badalamenti, PLC
19500 Hall Road, Suite 100
Clinton Township, Michigan 48038

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

John Staran
Approved 9/14/16

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

By: _____
Tina Barton, City Clerk

:

**STATE OF MICHIGAN }
 }SS
COUNTY OF OAKLAND}**

This agreement was acknowledged before me on _____, 2016,
by Bryan K. Barnett, Mayor, and Tina Barton, City Clerk, of the City of Rochester Hills, a Michigan
Municipal Corporation on behalf of the Corporation.

:

_____, notary public
_____ County, Michigan

My commission expires:

Exhibit A

LEGAL DESCRIPTION - PARCEL NO. 15-23-300-038:

(per PEA, Inc.)

Part of the Southwest 1/4 of Section 23, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, being more particularly described as follows: BEGINNING at a point which is N01°48'43"W 1043.54 feet along the West line of Section 23 and N87°59'50"E 65.90 feet from the Southwest corner of Section 23, Town 3 North, Range 11 East; thence N01°48'43"W 250.00 feet; thence N87°59'50"E 615.00 feet; thence S01°48'43"E 250.00 feet; thence S87°59'50"W 615.00 feet to the POINT OF BEGINNING. Containing ±3.530 acres of land.

Mike Tavit
Approved 9/30/16

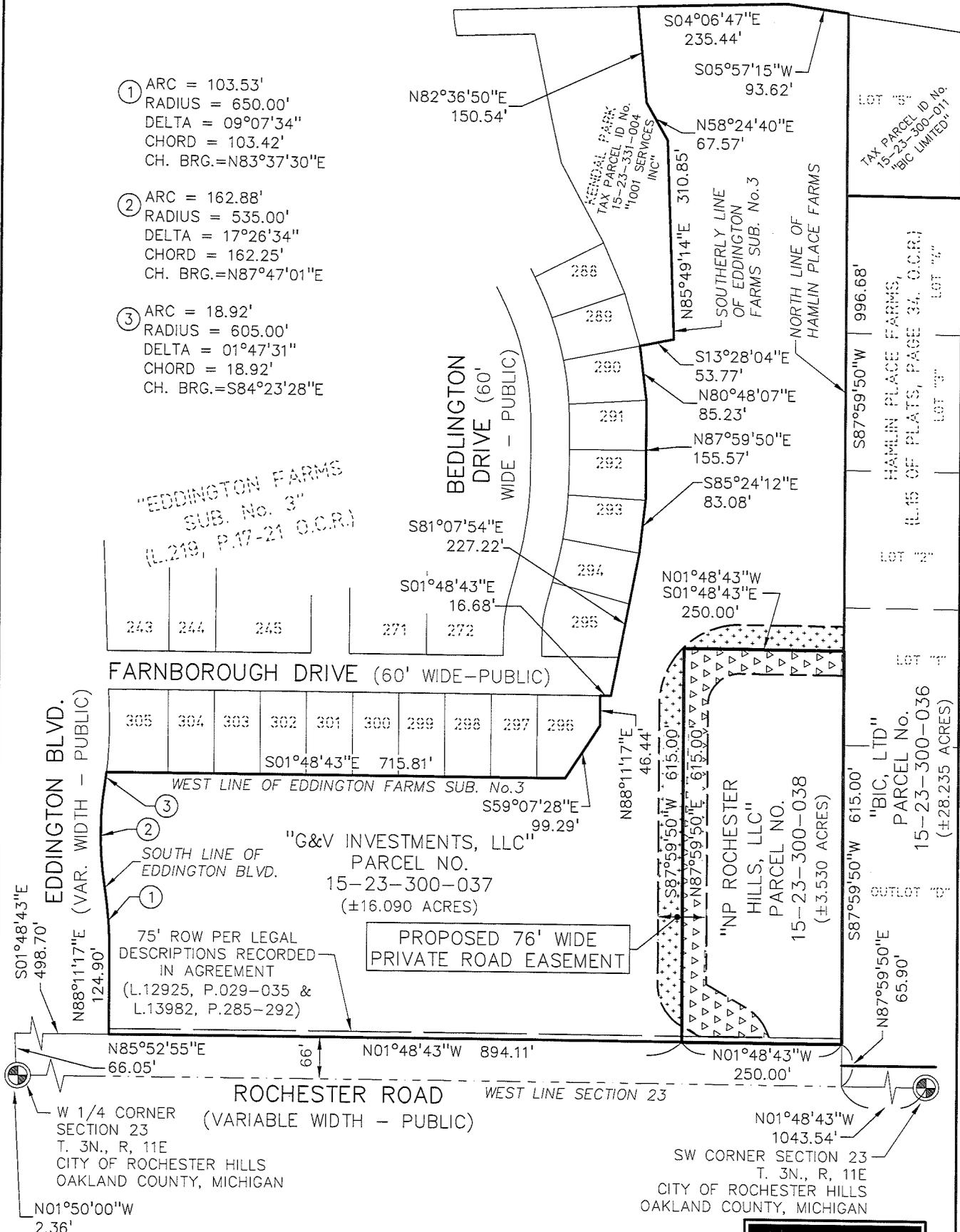
EXHIBIT B SKETCH OF OVERALL PRIVATE ROAD EASEMENT

TAX PARCEL ID No.
15-23-400-011
"STONEMOR MICHIGAN LLC"

① ARC = 103.53'
RADIUS = 650.00'
DELTA = 09°07'34"
CHORD = 103.42'
CH. BRG.=N83°37'30"E

② ARC = 162.88'
RADIUS = 535.00'
DELTA = 17°26'34"
CHORD = 162.25'
CH. BRG.=N87°47'01"E

③ ARC = 18.92'
RADIUS = 605.00'
DELTA = 01°47'31"
CHORD = 18.92'
CH. BRG.=S84°23'28"E



"EDDINGTON FARMS
SUB. No. 3"
(L.219, P.17-21 O.C.R.)

FARNBOROUGH DRIVE (60' WIDE-PUBLIC)

EDDINGTON BLVD.
(VAR. WIDTH - PUBLIC)

"G&V INVESTMENTS, LLC"
PARCEL NO.
15-23-300-037
(±16.090 ACRES)

75' ROW PER LEGAL DESCRIPTIONS RECORDED IN AGREEMENT
(L.12925, P.029-035 & L.13982, P.285-292)

PROPOSED 76' WIDE PRIVATE ROAD EASEMENT

"NP ROCHESTER HILLS, LLC"
PARCEL NO.
15-23-300-038
(±3.530 ACRES)

LOT "5"
TAX PARCEL ID No.
15-23-300-011
"BIC LIMITED"

LOT "4"
LOT "3"
LOT "2"
LOT "1"
HAMLIN PLACE FARMS,
(L.15 OF PLATS, PAGE 34, O.C.R.)

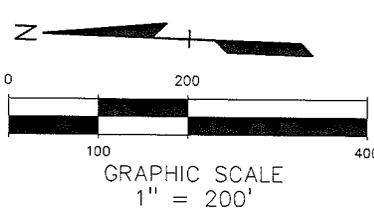
"BIC, LTD"
PARCEL NO.
15-23-300-036
(±28.235 ACRES)

OUTLOT "B"

ROCHESTER ROAD WEST LINE SECTION 23
(VARIABLE WIDTH - PUBLIC)

W 1/4 CORNER SECTION 23
T. 3N., R. 11E
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

SW CORNER SECTION 23
T. 3N., R. 11E
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN



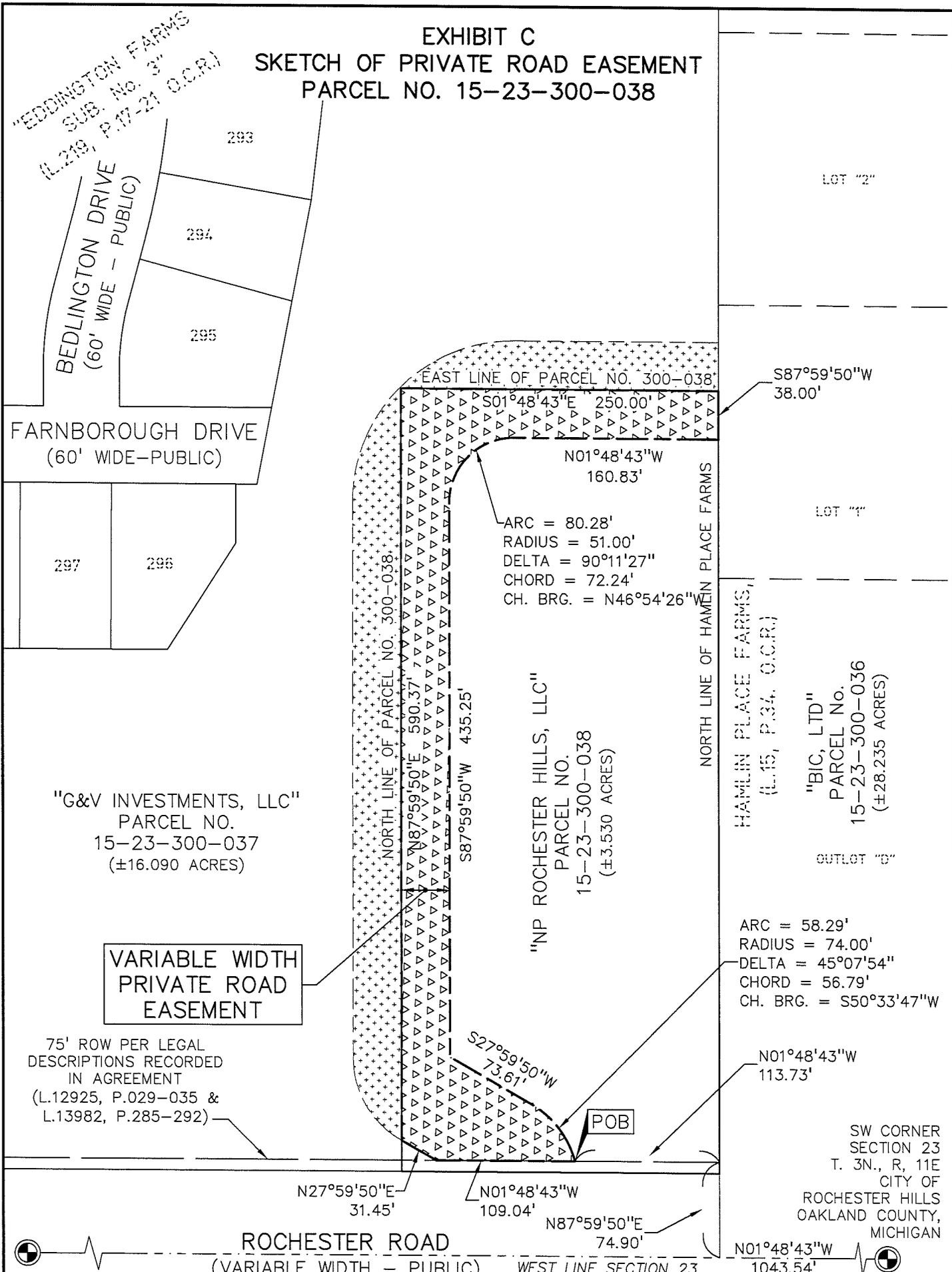
LEGEND

| | |
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| | EASEMENT AREA LYING OVER "G&V INVESTMENTS" PARCEL NO. 15-23-300-037 |
| | EASEMENT AREA LYING OVER "NP ROCHESTER HILLS" PARCEL NO. 15-23-300-038 |



| | | | |
|---|------------------|-----------------|---|
| CLIENT: NORTHPOINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150 | SCALE: 1" = 200' | JOB No: 2015233 | PEA, Inc. 2430 Rochester Ct, Ste 100 Troy, MI 48063-1872 t: 248.689.9090 f: 248.689.1044 www.peainc.com |
| | DATE: 9-7-16 | DWG. No: 1 | |

EXHIBIT C
SKETCH OF PRIVATE ROAD EASEMENT
PARCEL NO. 15-23-300-038



75' ROW PER LEGAL DESCRIPTIONS RECORDED IN AGREEMENT (L.12925, P.029-035 & L.13982, P.285-292)

VARIABLE WIDTH PRIVATE ROAD EASEMENT

"G&V INVESTMENTS, LLC"
 PARCEL NO. 15-23-300-037
 (±16.090 ACRES)

"NP ROCHESTER HILLS, LLC"
 PARCEL NO. 15-23-300-038
 (±3.530 ACRES)

HAMLIN PLACE FARMS,
 (L.15, P.34, O.C.R.)
 "BIG, LTD"
 PARCEL No. 15-23-300-036
 (±28.235 ACRES)
 OUTLOT "D"

SW CORNER SECTION 23
 T. 3N., R. 11E
 CITY OF ROCHESTER HILLS
 OAKLAND COUNTY,
 MICHIGAN



LEGEND

| | |
|--|--|
| | EASEMENT AREA LYING OVER "G&V INVESTMENTS" PARCEL NO. 15-23-300-037 |
| | EASEMENT AREA LYING OVER "NP ROCHESTER HILLS" PARCEL NO. 15-23-300-038 |

PEA, Inc.
 2430 Rochester Ct, Ste 100
 Troy, MI 48083-1872
 t: 248.689.9090
 f: 248.689.1044
 www.peainc.com

| | | |
|--|------------------|-----------------|
| CLIENT: NORTHPOINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150 | SCALE: 1" = 100' | JOB No: 2015233 |
| | DATE: 9-7-16 | DWG. No: 1 of 2 |

EXHIBIT C
LEGAL DESCRIPTIONS – PRIVATE ROAD EASEMENT

LEGAL DESCRIPTION – PRIVATE ROAD EASEMENT OVER PARCEL NO. 15-23-300-038:
(per PEA, Inc.)

An easement over the previously described "NP Rochester Hills, LLC" Parcel No. 15-23-300-038, being part of the Southwest 1/4 of Section 23, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, said easement being more particularly described as:

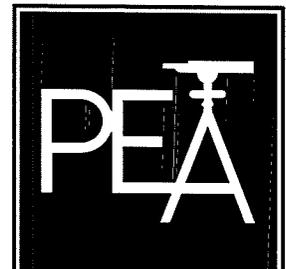
Commencing at the Southwest corner of said Section 23;
thence N01°48'43"W, 1043.54 feet along the West line of said Section 23;
thence N87°59'50"E, 74.90 feet to the East Right-of-Way line of Rochester Road (variable width), as recorded in Liber 12925, Pages 29-35 and Liber 13982, Pages 285-292, Oakland County Records;
thence along said East Right-of-Way line N01°48'43"W, 113.73 feet to the POINT OF BEGINNING;

thence along said easement the following ten (10) courses:

- 1) continuing along said East Right-of-Way line N01°48'43"W, 109.04;
- 2) N27°59'50"E, 31.45 feet to the North line of Parcel No. 15-23-300-038;
- 3) along said North line N87°59'50"E, 590.37 feet to the East line of Parcel No. 15-23-300-038;
- 4) along said East line S01°48'43"E, 250.00 feet to the North line of Hamlin Place Farms Subdivision, as recorded in Liber 15, Page 34, Oakland County Records;
- 5) along said North line S87°59'50"W, 38.00 feet;
- 6) N01°48'43"W, 160.83 feet;
- 7) 80.28 feet along the arc of a curve to the left, having a radius of 51.00 feet, a central angle of 90°11'27", and a chord bearing N46°54'26"W 72.24 feet;
- 8) S87°59'50"W, 435.25 feet;
- 9) S27°59'50"W, 73.61 feet and;
- 10) 58.29 feet along the arc of a curve to the right, having a radius of 74.00 feet, a central angle of 45°07'54", and a chord bearing S50°33'47"W 56.79 feet to the aforementioned East Right-of-Way line and the POINT OF BEGINNING.

Containing ±0.837 acres of land.

*Mike Taunt
Approved 9/30/16*



PEA, Inc.

2430 Rochester Ct, Ste 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

| | | |
|--|--------------|-----------------|
| CLIENT: NORTHPOINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150 | SCALE: - | JOB No: 2015233 |
| | DATE: 9-7-16 | DWG. No: 2 of 2 |