

MAINTENANCE AGREEMENT

FOR MAINTENANCE AND REPAIR OF PRIVATE ROAD

This Maintenance Agreement made this 11th day of December, 2017, by VASP, Inc., (“Developer”), a Michigan corporation, of 14955 Technology Dr., 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 Villas at Shadow Pines (“Development”), and to establish the Villas at Shadow Pines Association (“Association”) to manage and administer the affairs of the Development.

The Development will include a twenty-seven (27) foot wide 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 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 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 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 Association 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 contiguous 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.

VASP, INC.
a Michigan corporation

By: Mark Gesuale
Mark Gesuale
President

STATE OF MICHIGAN }
 }SS
COUNTY OF Macomb }

The foregoing instrument was acknowledged before me this 11th day of December 2017, by Mark Gesuale, who is the President of VASP, Inc., a Michigan corporation, on behalf of and by authority of the Corporation.

KRISTIE WHITCOMB
Notary Public, State of Michigan
County of Macomb
My Commission Expires 10-17-2021
Acting in the County of Macomb

Kristie Whitcomb
_____, Notary Public
Macomb County, Michigan
My commission expires: 10-17-2021
Acting in the County of Macomb

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

By: _____
Tina Barton, Clerk

STATE OF MICHIGAN }
 }SS
COUNTY OF OAKLAND }

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 _____

Drafted by:
Demetrios J. Polyzois
64155 Van Dyke, Ste. 269
Washington Twp., MI 48095

John Staran
Approved 11/15/18

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

#15-31-400-020

"EXHIBIT A"

DESCRIPTION OF EXHIBIT "A" PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 31, T.3N., R.11E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE N.90°00'00"E., 1485.50 FT. RECORDED, (MEASURED AS N.90°00'00"E., 1485.86 FT.) ALONG THE SOUTH LINE OF SAID SECTION 31 AND THE CENTERLINE OF SOUTH BLVD. (WIDTH VARIES) TO THE POINT OF BEGINNING; THENCE N.08°33'45"W., 1222.70 FT. RECORDED, (MEASURED AS N.08°23'50"W., 1222.98 FT.); THENCE N.90°00'00"E., 500.00 FT. (RECORDED & MEASURED); THENCE S.08°33'45"E., 987.07 FT. RECORDED, (MEASURED AS S.07°47'11"E., 511.08 FT. & S.08°58'16"E., 263.47 FT.); THENCE S.82°25'39"W., 411.87 FT.; THENCE S.08°23'50"E., 393.22 FT. TO A POINT ON THE SOUTH LINE OF SAID SECTION 31 AND THE CENTERLINE OF SOUTH BLVD. (WIDTH VARIES); THENCE ALONG SAID SOUTH LINE OF SECTION 31, S.90°00'00"W., 80.87 FT. TO THE POINT OF BEGINNING. CONTAINING 9.825 ACRES OR 427,977 SQ.FT. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER SOUTH BOULEVARD AND ANY OTHER EASEMENTS, RESTRICTIONS, OR RIGHTS-OF-WAY OF RECORD, IF ANY.

EXCEPT THE FOLLOWING AREA TO BE REMOVED AND DEDICATED AS RIGHT-OF-WAY TO OAKLAND COUNTY ROAD COMMISSION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE N.90°00'00"E., 1485.50 FT. RECORDED, (MEASURED AS N.90°00'00"E., 1485.86 FT.) ALONG THE SOUTH LINE OF SAID SECTION 31 AND THE CENTERLINE OF SOUTH BLVD. (WIDTH VARIES) TO THE POINT OF BEGINNING; THENCE N.08°23'50"W. 60.65 FT.; THENCE N.90°00'00"E., 80.87 FT.; THENCE S.08°23'50"E. 60.65 FT.; THENCE N.90°00'00"W. 80.87 FT. TO THE POINT OF BEGINNING.,

Mike Taut
Approved 9/13/16

ACCESS EASEMENT

"EXHIBIT B"

ACCESS EASEMENT

A VARIABLE WIDTH ROAD EASEMENT OVER THE PARCEL, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 31, T.3N., R.11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER (B-13) OF SECTION 31, THENCE ALONG THE SOUTH SEC LINE OF SAID SECTION 31 N90°00'00"E 1485.86 FEET (L.22386, P.334) O.C.R.;

THENCE N08°23'50"W 60.65 FEET; THENCE N90°00'00"E 9.94 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID EASEMENT THE FOLLOWING THIRTY-THREE (33) COURSES:

1. (L1) N03°30'23"W 5.88 FEET;
2. (L2) N08°23'50"W 157.41 FEET;
3. (L3) N02°13'57"E 89.45 FEET;
4. (L4) N08°23'50"W 71.02 FEET;
5. (C1) 78.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 77.00 FEET, A CHORD BEARING N20°42'44"E, 74.92 FEET;
6. (L5) N49°49'18"E 33.37 FEET;
7. (C2) 51.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.50 FEET, A CHORD BEARING N20°42'44"E, 49.13 FEET;
8. (L6) N08°23'50"W 519.02 FEET;
9. (C3) 8.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING N04°11'55"W, 8.05 FEET;
10. (L7) N00°00'00"E 2.65 FEET;
11. (C4) 188.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 46.00 FEET, A CHORD BEARING S62°39'48"E, 81.73 FEET;
12. (C5) 81.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 74.00 FEET, A CHORD BEARING S22°56'50"W, 77.51 FEET;
13. (L8) S08°23'50"E 340.48 FEET;
14. (C6) 39.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING S53°23'50"E, 35.36 FEET;
15. (L9) N81°36'10"E 110.80 FEET;
16. (C7) 66.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 103.00 FEET, A CHORD BEARING S79°57'45"E, 65.14 FEET;
17. (L10) S61°31'40"E 1.83 FEET;
18. (C8) 28.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 44.00 FEET, A CHORD BEARING S79°57'45"E, 27.83 FEET;
19. (L11) N81°01'41"E 122.30 FEET;
20. (L12) S08°58'16"E 27.00 FEET;
21. (L13) S81°01'41"W 122.57 FEET;
22. (C9) 45.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 71.00 FEET, A CHORD BEARING N79°57'45"W, 44.90 FEET;
23. (L14) N61°31'40"W 1.83 FEET;
24. (C10) 48.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 76.00 FEET, A CHORD BEARING N79°57'45"W, 48.07 FEET;
25. (L15) S81°36'10"W 110.82 FEET;
26. (C11) 38.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING S37°05'00"W, 35.06 FEET;
27. (C12) 77.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 77.50 FEET, A CHORD BEARING S21°11'34"W, 74.27 FEET;
28. (L16) S49°49'18"W 33.37 FEET;
29. (C13) 50.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING S20°42'44"W, 48.65 FEET;
30. (L17) S08°23'50"E 68.73 FEET;
31. (L18) S19°01'54"E 89.41 FEET;
32. (L19) S08°23'50"E 174.50 FEET;
33. (L20) N90°00'00"W 61.15 FEET TO THE POINT OF BEGINNING.

CONTAINING ±50,684 SQUARE FEET OF LAND

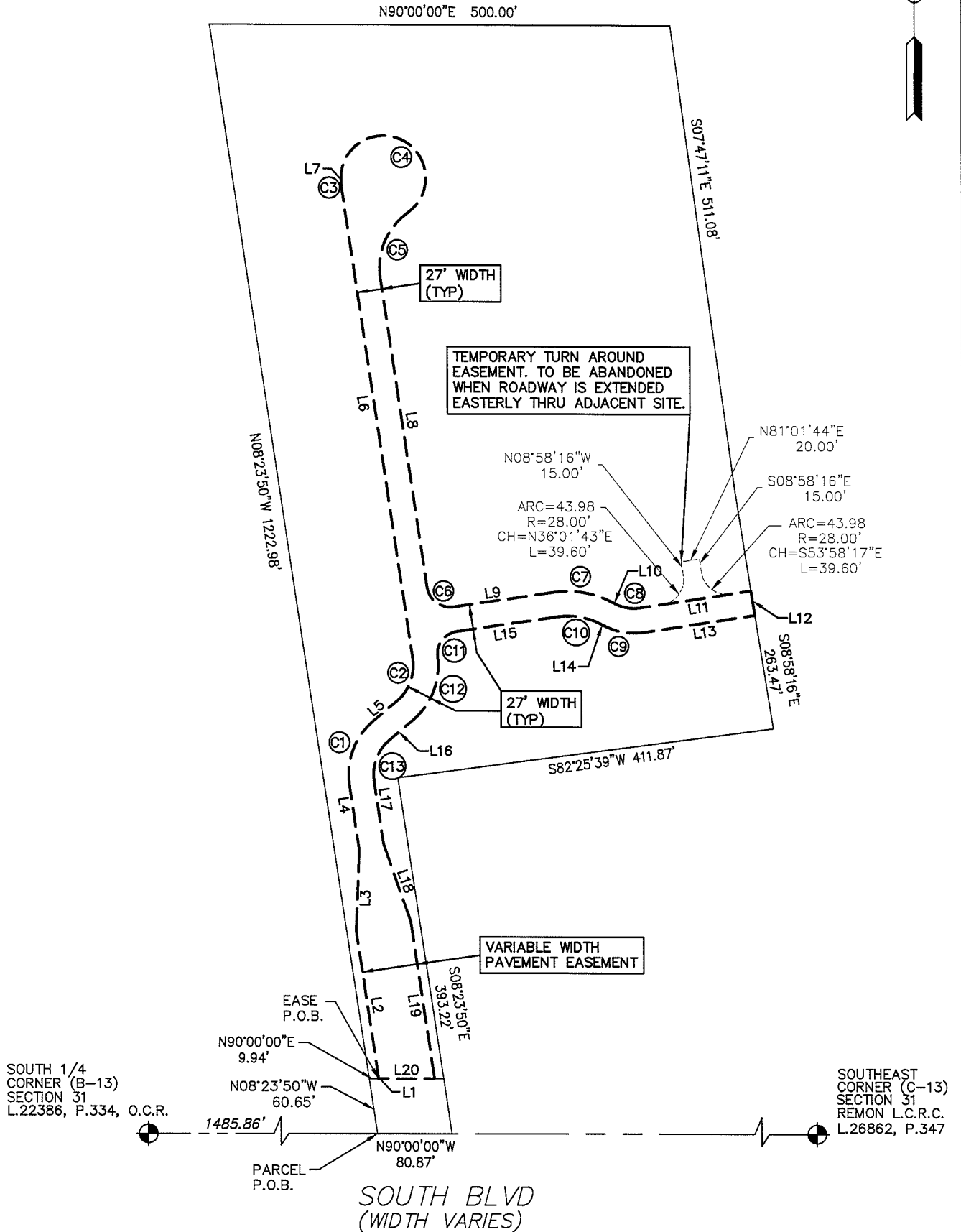
Mike Taunt
Approved 4/5/17

ACCESS EASEMENT "EXHIBIT B"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N03°30'23"W	5.88'
L2	N08°23'50"W	157.41'
L3	N02°13'57"E	89.45'
L4	N08°23'50"W	71.02'
L5	N49°49'18"E	33.37'
L6	N08°23'50"W	519.02'
L7	N00°00'00"E	2.65'
L8	S08°23'50"E	340.48'
L9	N81°36'10"E	110.80'
L10	S61°31'40"E	1.83'
L11	N81°01'41"E	122.30'
L12	S08°58'16"E	27.00'
L13	S81°01'41"W	122.57'
L14	N61°31'40"W	1.83'
L15	S81°36'10"W	110.82'
L16	S49°49'18"W	33.37'
L17	S08°23'50"E	68.73'
L18	S19°01'54"E	89.41'
L19	S08°23'50"E	174.50'
L20	N90°00'00"W	61.15'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CH BRG	CHORD
C1	78.24'	77.00'	N20°42'44"E	74.92'
C2	51.31'	50.50'	N20°42'44"E	49.13'
C3	8.06'	55.00'	N04°11'55"W	8.05'
C4	188.41'	46.00'	S62°39'48"E	81.73'
C5	81.57'	74.00'	S22°56'50"W	77.51'
C6	39.27'	25.00'	S53°23'50"E	35.36'
C7	66.28'	103.00'	S79°57'45"E	65.14'
C8	28.31'	44.00'	S79°57'45"E	27.83'
C9	45.69'	71.00'	N79°57'45"W	44.90'
C10	48.91'	76.00'	N79°57'45"W	48.07'
C11	38.85'	25.00'	S37°05'00"W	35.06'
C12	77.45'	77.50'	S21°11'34"W	74.27'
C13	50.81'	50.00'	S20°42'44"W	48.65'

SKETCH OF ACCESS EASEMENT "EXHIBIT B"



REVISION 10/6/16
REVISION 12/6/16



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JOB NAME: RH14051.RPEA

JOB NO: RH14-051

DRAWN BY: L. RODRIGUEZ

DATE: 10/6/16

SCALE: 1"=150'

SHEET: 3 OF 3

SECTION 31 TOWN 3 NORTH RANGE 11 EAST

CITY/TOWN: ROCHESTER HILLS OAKLAND COUNTY, MI