

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is among City Walk Pad D, LLC, a Michigan limited liability company ("Owner"), whose address is 37020 Garfield Road, Suite T-1, Clinton Township Michigan 48036, and CITY OF ROCHESTER HILLS, a Michigan municipal corporation ("City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

Whereas Owner is the owner of Unit 6 in City Walk, a condominium project, pursuant to the Master Deed thereof, recorded in Liber 38290, Page 746, -First Amendment to the Master Deed recorded in Liber 40733, Page 209, -Second Amendment to the Master Deed recorded in Liber 44660, Page 38, and Third Amendment to the Master Deed recorded in Liber 50412, Page 120, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 1903.

Whereas Owner intends to construct garage ports to service Unit 6 as depicted on Exhibit A hereto; and

Whereas the garage ports are proposed for location within the City's water main easement; and

Whereas the parties desire, through this agreement to set forth the terms and conditions which must be fulfilled and adhered to in order for location of the garage ports to be permitted and remain within the City's water main easements.

Therefore, in consideration of the mutual promises and covenants the parties agree:

1. Damage Due to City Infrastructure Maintenance Work If it becomes necessary for the City to perform maintenance or repair work on its utilities and infrastructure located within the easements, the City shall not be responsible for the repair, removal, reinstallation or

replacement, or the cost thereof, on any part of the garage ports that may be affected, removed or damaged in the course of the City's maintenance or repair work.

2. Garage ports Relocation at Time of City Infrastructure Maintenance Work Owner also agrees that at such time inspection, maintenance and repairs are made to the City's infrastructure within the easements, that the City may cause or require any portion of the garage ports located within the City's utility easements to be relocated outside of the utility easement at the expense of the Owner. Also, the City may charge the Owner for any additional cost of the City's inspection, maintenance ~~and~~, repairs, and replacements incurred due to the location of the garage ports within the City's easements. If not timely paid, the City may place the charges on the City's tax roll, which charges shall be a lien on the real property and shall be collectible and enforceable in the same manner as general property taxes are collected and enforced.

3. Owner's Responsibilities After Installation After installation, Owner shall be solely and fully responsible for the operation, maintenance, repair and use of the garage ports and all costs associated therewith. Owner shall maintain the garage ports in a safe, fully functional, operating condition, and shall perform or cause to be performed any necessary maintenance, repair or replacement in a timely and lawful manner. Owner also agrees that in the event the garage port is no longer used for its intended purpose or becomes unsafe or unfit such use, then the City may cause or require the garage ports to be removed from the City's utility easements at the expense of the Owner.

4. Removal Order by City Owner acknowledges that the City is charged with the responsibility for maintaining the water main to be safe for public use. Owner shall immediately remove or relocate at their expense the garage ports if the City determines and notifies the Owner that its presence causes undue problems or interferes with the safe operation of the water main.

5. Indemnification and Hold Harmless To the fullest permitted by law, Owner shall defend, indemnify and hold harmless the City and its elected and appointed officials, employees and agents against any claims, demands, suits or losses, including any costs and attorney fees connected therewith, and for any damages with may be asserted, claimed or be reason of personal injury, death or property damage arising from or connected or associated with the installation, operation, maintenance, repair or replacement of the garage ports within the City's water main easement.

6. Binding Effect on Successors This Agreement shall be recorded at the Oakland County Register of Deeds and is intended to run with the land, and the rights, conditions, responsibilities and obligations set forth herein shall bind and inure to the benefit of the parties' successor, grantees, tenants and assigns.

This agreement is dated the _____, day of _____, 2019.

City Walk Pad D, LLC, a Michigan limited liability company

By: _____
Paul Aragona, Manager

CITY OF ROCHESTER HILLS,
a Michigan Municipal corporation

By: _____
Its Mayor

By: _____
Its City Clerk

STATE OF MICHIGAN)
)SS.
COUNTY OF)

The foregoing was acknowledged before me this ____ day of _____, 2019, by _____, _____ of City Walk Pad D, LLC, a Michigan limited liability company.

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

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me this ____ day of _____, 2019, by _____ respectively the

Mayor and Clerk of the City of Rochester Hills, a Michigan municipal corporation on behalf of the corporation.

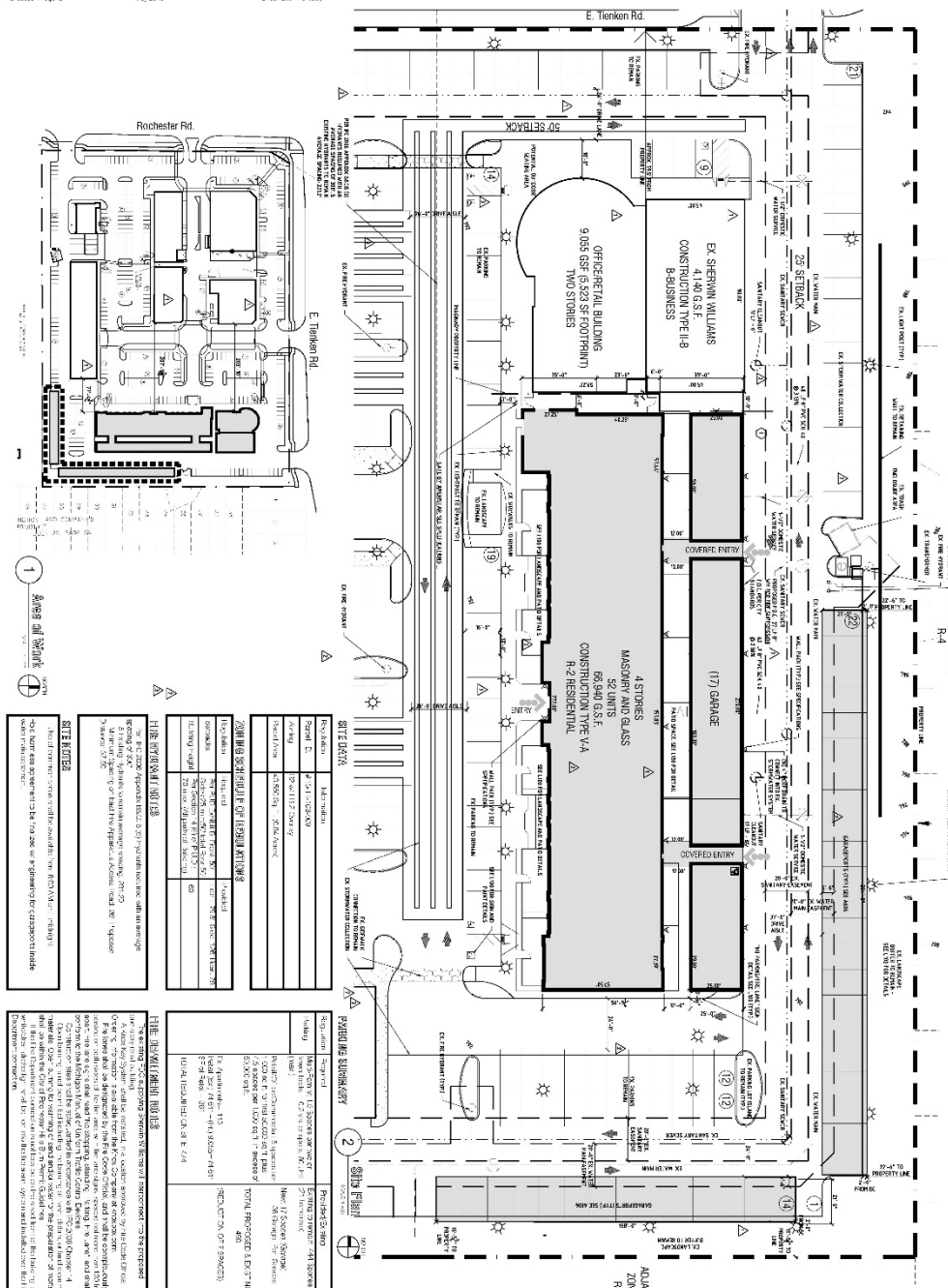
Notary Public
Acting in _____ County, Michigan
My commission expires:

DRAFTED BY:

Mark J. Abdo, Attorney at Law
12900 Hall Road, Suite 403
Sterling Heights, Michigan 48313

AND WHEN RECORDED RETURN TO:

Clerk
CITY OF ROCHESTER HILLS
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309



ADJACENT ZONING
R-4

ADJACENT BUILDING TYPE
EXISTING 2-1/2 STORY RESIDENTIAL

ADJACENT ZONING
R-4

ADJACENT BUILDING TYPE
EXISTING 2-1/2 STORY RESIDENTIAL

ADJACENT ZONING
R-4

ADJACENT BUILDING TYPE
EXISTING 2-1/2 STORY RESIDENTIAL

NO.	DESCRIPTION	DATE	BY	APP. BY
1	PRELIMINARY	12/28/13
2
3
4
5

NO.	DESCRIPTION	DATE	BY	APP. BY
1	PRELIMINARY	12/28/13
2
3
4
5

City Apartments

1725 WEST 2ND AVENUE
DENVER, CO 80202
TEL: 303.733.8888
WWW.CITYAPARTMENTS.COM

Site Plan

S100

#98-047-3

014189

DESIGNHAUS

301 SOUTH BROADWAY
ROCHESTER, NY 14622
TEL: 716.441.4422
TEL: 716.441.4511 FAX: 716.441.4515
WWW.DESIGNHAUS.COM