

LIBER 46596 PAGE 201
\$31.00 MISC RECORDING
\$4.00 REMONUMENTATION
12/04/2013 11:54:25 AM RECEIPT# 162370
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

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OAKLAND COUNTY
REGISTER OF DEEDS

2013 DEC -4 AM 9:42

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2013 DEC -4 AM 11:30

DECLARATION OF EASEMENTS

This Declaration of Easements (AAgreement@) made as of the 26th day of November, 2013, by Christenbury Development LLC, a Michigan limited liability company, (AChristenbury@) whose address is 19573 Tanglewood Circle, Clinton Township, Michigan 48038, and Salvatore Mocerri and Renee Lynn Mocerri, husband and wife, (AMocerri@) whose address is 56195 Dequindre Road, Rochester Hills Michigan 48306, and Robert Joseph White III and Kristen Klick White, husband and wife, (AWhite@) whose address is 56187 Dequindre Road, Rochester Hills Michigan 48306

WHEREAS, Christenbury is the current owner of Parcel A as described in Exhibit A attached hereto ("Parcel A Owner");

WHEREAS, Mocerri is the current owner of Parcel B as described in Exhibit A attached hereto ("Parcel B Owner");

WHEREAS, White is the current owner of Parcel C as described in Exhibit A attached hereto ("Parcel C Owner") (Parcel A Owner, Parcel B Owner, and Parcel C Owner, each a "Parcel Owner," and collectively, the "Parcel Owners");

WHEREAS, it is desirable that there be changes made to the existing road easement over Parcel A for the benefit of Parcels B and C. Consideration \$1.00

NOW, THEREFORE, the parties hereto hereby grant such easements and agree to such shared maintenance provided as follows:

1. Parcel A Owner hereby grants a perpetual non-exclusive easement for the benefit of Parcel B Owner and Parcel C Owner and their respective invitees and guests for ingress and egress to and from Dequindre Road over the "Road Easement" described on Exhibit B and depicted on Exhibit C hereto.

2. The Road Easement may include a limited access gate installed at the expense of Parcel A

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Owner. If such gate is installed, Parcel A Owner, at its expense, shall continue to maintain and repair such gate until it is removed and to provide Parcel B Owner and Parcel C Owner with any access codes and/or devices needed for entry through the limited access gate, if any. Notwithstanding the forgoing, in no event shall Parcel B Owner or Parcel C Owner be denied access to their respective parcels.

3. Parcel A Owner, at its expense, and subject to no reimbursement from Parcel B Owner and Parcel C Owner, shall be responsible for the maintenance (including snow removal), upkeep, repair, and replacement of the Road Easement and otherwise keeping it in good condition and repair (the "Road Maintenance").

4. Christenbury may by separate recorded Amendment to this Declaration, modify the size, design, location and other physical attributes of the Road Easement and may also add other parcels to this Agreement, so long as such modifications do not materially impact Parcel B Owner's or Parcel C Owner's ability to access Dequindre Road. Upon recordation of such amendment hereto, the resulting easements shall be administered as originally provided in this Declaration.

Any modification to the size, design, location and other physical attributes of the Road Easement and limited access gate proposed by Parcel A Owner shall be subject to the reasonable approval of the City of Rochester Hills; provided, however, the cost of any such modification shall be at Parcel A Owner's sole cost and expense.

5. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Parcel Owners and their respective successors and assigns, and the rights and obligations created by this Agreement may not be transferred, assigned, or encumbered except as an appurtenance to the real property benefited by such rights. The parties hereto agree that this Declaration of Easements shall replace and supersede any and all previous easement agreements over all or any portion of Parcel A, including but not limited a certain easement recorded in Liber 7690, Page 24, Oakland County Records, and a certain Driveway Agreement recorded in Liber 14629, Page 829, Oakland County Records. The Driveway Agreement recorded in Liber 14629, Page 829, Oakland County Records, shall only cover that portion of the driveway located outside of Parcel A which services Parcels B and C for access to the Roadway Easement established by this Agreement.

6. Parcel B Owner and Parcel C Owner hereby agree to change the address of their respective parcels to Christenbury Drive to the extent Parcel A Owner is able to get the approval of the applicable governmental agencies. At no cost to Parcel B Owner and Parcel C Owner, Parcel B Owner and Parcel C Owner agree to reasonably co-operate with Parcel A Owner to accomplish the address change of their property to Christenbury Drive, Christenbury Lane, Christenbury Road or Christenbury Way, whichever name is approved by the City of Rochester Hills and the United Post Office.

IN WITNESS WHEREOF, this Declaration of Easements was executed as of the day and

year first written above.

Christenbury Development LLC,
a Michigan limited liability company

By: Vitaliano Terracciano
vitaliano Terracciano
manager

STATE OF MICHIGAN)
) ss.
COUNTY OF)

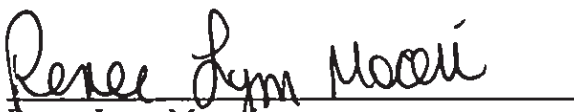
The foregoing instrument was acknowledged before me this 3rd day of DECEMBER, 2013, by VITALIANO TERRACCIANO, Manager of Christenbury Development LLC, a Michigan limited liability company, on behalf of it.

MARK JOSEPH DI PONIO
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-10-2019
Acting in the County of OAKLAND

Mark Joseph DiPonio
Notary Public Oakland MSA
Acting in ~~Washtenaw~~ County, Michigan
My Commission Expires: 3/10/19



Salvatore Mocerri

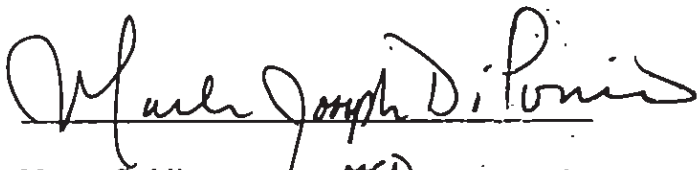


Renee Lynn Mocerri

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this Dec 3 day of Dec, 2013, by Salvatore Mocerri and Renee Lynn Mocerri, husband and wife.

MARK JOSEPH DI PONIO
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-10-2019
Acting in the County of OAKLAND



Notary Public ^{OAKLAND} ^{MSD}
Acting in ~~Macon~~ ^{OAKLAND} County, Michigan
My Commission Expires: 3/10/19

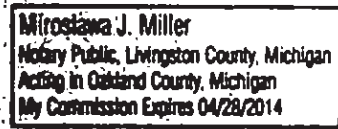
Robert Joseph White III
Robert Joseph White III

Kristen Klick White
Kristen Klick White

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 26th day of November, 2013, by Robert Joseph White III and Kristen Klick White, husband and wife.

Mirosława J. Miller
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____



DRAFTED BY AND WHEN RECORDED RETURN TO:

Mark J. Abdo, Attorney at Law
43928 Mound Road, Suite 100, Sterling Heights, Michigan 48314

EXHIBIT A

15-01-278-006

LEGAL DESCRIPTION - PARCEL A (15-01-277-014)

15-01-277-015

Part of the NE 1/4 of Section 1, T.3N., R.11E., Rochester Hills, Oakland County, Michigan, being more particularly described as follows: Commencing at the East 1/4 corner of Section 1; thence N89°44'48"W 60.00 feet to the Point of Beginning; thence N89°44'48"W 469.15 feet; thence N041°2'20"W 299.69 feet; thence N72°59'40"E 15.53 feet; thence N21°22'51"W 222.81 feet; thence N68°41'30"E 202.71 feet; thence N78°11'30"E 191.22 feet; thence S00°35'30"E 65.00 feet; thence N89°24'30"E 175.00 feet to the West Line Dequindre Road (R.O.W. varies); thence S00°35'30"E 562.61 feet along said line to the Point of Beginning. Containing 285,062 square feet --- 6.544 acres (Gross).

LEGAL DESCRIPTION - PARCEL B (15-01-277-014)

15-01-277-014

Situated in the County of Oakland, State of Michigan, is described as follows: City of Rochester Hills, Part of the Northeast 1/4 Section 1, T.3N., R.11E., beginning at a point distant N00°35'30"W 291.66 feet and N78°26'45"W 236.88 feet and N89°43'10"W 165.00 feet and S72°59'40"W 144.29 feet from the East 1/4 corner, thence S72°59'40"W 15.71 feet; thence S77°48'40"W 183.22 feet; thence S79°10'30"W 152.75 feet; thence N00°15'00"E 212.32 feet; thence N85°18'00"E 118.60 feet; thence N88°41'30"E 157.29 feet; S21°22'51"E 222.81 feet to beginning.

LEGAL DESCRIPTION - PARCEL C (15-01-278-005)

Part of the NE 1/4 of Section 1, T.3N., R.11E., Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point on the East-West 1/4 line of said Section 1, distant N89°45'00"W 529.14 feet from the East 1/4 corner of said Section 1; thence N89°45'00"W 352.12 feet; thence N00°15'00"E 230.00 feet; thence N79°10'30"E 152.75 feet; thence N77°48'40"E 183.22 feet; S41°2'20"E 299.64 feet to the point of beginning.

JJ-13-718
SHEET 1 OF 3



1055 South Boulevard E., Suite 200
Rochester Hills, Michigan 48307
Telephone: (588) 728-9111
Fax: (248) 852-7707
Website: www.jjassociates.net

CLIENT:
DATE: 09/03/13 JJ

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EXHIBIT B**LEGAL DESCRIPTION - ROAD EASEMENT**

Part of the NE 1/4 of Section 1, T.34, R.11E., Rochester Hills, Oakland County, Michigan, being more particularly described as follows: Commencing at the East 1/4 corner of Section 1; thence N89°44'48"W 60.00 feet and N00°35'30"W 316.42 feet to the Point of Beginning; thence S89°24'30"W 408.47 feet; thence 63.45 feet along the arc of a curve to the left said curve having a radius of 236.50 feet a chord of 581°43'21"W 63.26 feet; thence N21°22'31"W 27.11 feet; thence 73.25 feet along the arc of a curve to the right said curve having a radius of 263.50 feet a chord of N81°26'40"E 73.02 feet thence N89°24'30"E 408.47 feet to the West R.O.W. line of Dequindre Road (R.O.W. varies); thence S00°35'30"E 27.00 along said line to the Point of Beginning.

PT 15-01-277-015

PT 15-01-278-006

JJ-13-718
SHEET 2 OF 3

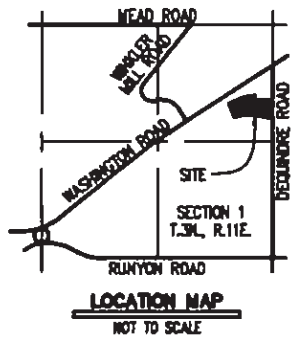
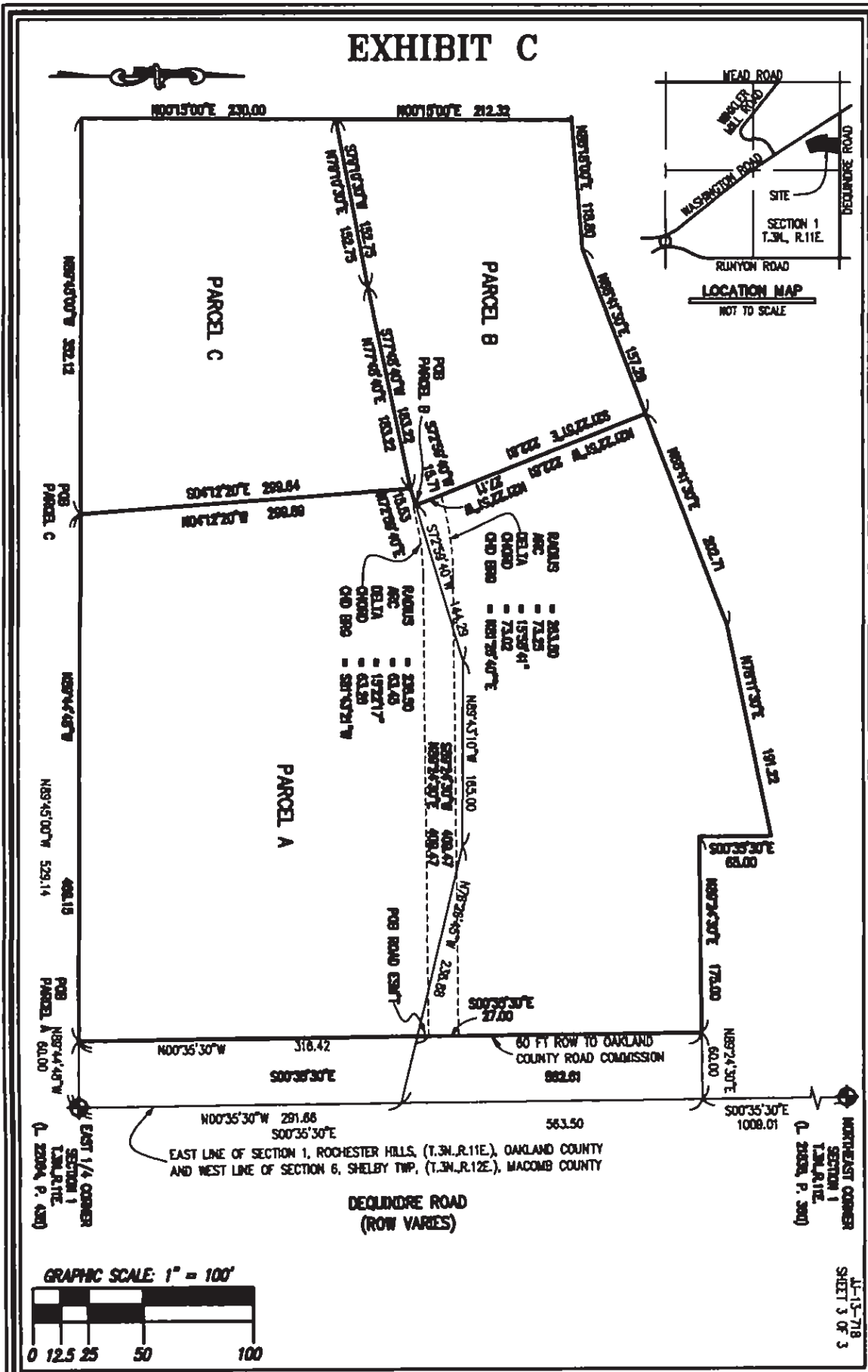
ASSOCIATES, INC.
Civil Engineering and Surveying

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Website: www.jjassociates.net

CLIENT:
DATE: 09/03/13 as

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EXHIBIT C



NORTHEAST CORNER SECTION 1 T.34N., R.11E. (1.20094, P. 430)

EAST LINE OF SECTION 1, ROCHESTER HILLS, (T.34N., R.11E.), OAKLAND COUNTY AND WEST LINE OF SECTION 6, SHELBY TWP, (T.34N., R.12E.), MACOMB COUNTY

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CLIENT:
DATE: 09/03/13