

**EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS**

**Enclaves of Rochester Hills**

THIS EASEMENT AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS ("Agreement") is made this 27 day of July, 2016, by and between TJ REALVEST, LLC, a Michigan limited liability company ("Developer"), of 54153 Deer Ridge Court, Rochester, MI 48307, grants to the CITY OF ROCHESTER HILLS ("City"), a Michigan municipal corporation, of 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS

- A. Developer is the owner of real property located in the City of Rochester Hills, Oakland County, Michigan, depicted and described on attached Exhibit A (the "Property").
- B. Developer intends to develop the Property as a residential condominium to be known as the Enclaves of Rochester Hills ("Development"), and to establish the Enclaves of Rochester Hills Condominium Association ("Association") to manage and administer the affairs of the Development.
- C. The Development will include interior private roadways described on attached Exhibit B ("Private Roads") 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.
- D. Developer also wishes to provide for maintenance of the Private Roads by the owners of the units in the Development through assessments by the Association.

**NOW THEREFORE**, in consideration of less than \$100 and the mutual promises contained herein, the parties hereto agree as follows:

1. Grant of Easement. Developer grants to City a non-exclusive perpetual easement for vehicular ingress and egress by public and emergency vehicles (the "Easement") over and across the Private Roads described on attached Exhibit B for the sole purpose of providing and performing public and emergency services at the Development.
2. Access. This Agreement is subject to any easements or restrictions of record and the terms of the Master Deed for the Development that Developer will record ("Master Deed") and which shall contain the following language:

"There shall exist for the benefit of the City of Rochester Hills or any emergency service agency, an easement over all of the Private Roads in the Development, for use by the City and emergency and public vehicles for purposes of ingress and egress to provide fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Development."

3. Maintenance. The Master Deed shall provide as follows related to maintenance of the Private Roads:

“The Private Roads in the Development are to be maintained, repaired, replaced and insured by the Association with the costs thereof assessed pro rata to the Unit Owners in accordance with the Master Deed and the Association Bylaws, to be paid as part of the regular Association assessments. The Association shall establish each year a budget for the costs and expenses of insurance, maintenance, repair and replacement of the Private Roads. As provided in the Bylaws, each unit owner, including Developer, shall pay a proportionate share of such assessments pertaining to the Private Roads based on the percentage of value of each Unit owned. The Association shall establish a plan for regular maintenance, repair and replacement of the Private Roads in a safe and useable condition (including snow and ice removal), in accordance with the standards and specifications of the City, and shall assess all Unit Owners for the cost thereof in accordance with the Master Deed and Bylaws.”

Until recording of the Master Deed, Developer shall be responsible for maintenance and repair of the Private Roads in the condition described in this Section.

4. Relocation. Developer will have the right, from time to time, to relocate, at Developer’s sole cost and expense, the Private Roads (or any portion(s) thereof), upon Developer’s receipt of the prior written consent of the City. In the event of any such relocation of the Private Roads, Developer will simultaneously with the relocation of the Private Roads, grant or cause to be granted to the City a new easement for the relocated Private Roads and City will release the Easement granted under this Agreement with respect to the portion of the Private Roads which is relocated.

5. Other Uses. Nothing contained in this Agreement shall be construed as restricting or prohibiting Developer from (i) granting any additional rights, privileges or easements over the Property or the Private Roads to any other person or entity, including without limitation for purposes of public and private utilities, or (ii) using or allowing the use of the ground below and/or the air space above the Private Roads for any purpose, including without limitation for purposes of public and private utilities. All such easements or uses shall be consistent with the terms of the Enclaves of Rochester Hills Planned Unit Development approval for the Development, or any amendment thereof.

6. Notice. Any notices required under this Agreement shall be sent by certified mail to the addresses above unless otherwise notified in writing.

7. Successors and Assigns. This Agreement shall constitute restrictions and covenants running with the Property. This Agreement shall be binding upon and benefit the parties and their respective transferees, successors and assigns.

8. Recording. This Agreement shall be recorded at the Oakland County Register of Deeds.

Dated: 7/27, 2016

TJ Realvest, LLC, a Michigan limited liability company

[Signature]  
JBK Development Co., Member  
By: Jaroslaw B. Kisil, President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 27 day of JULY, 2016, by Jaroslaw B. Kisil, President of JBK Development Co., a Michigan corporation, as Member of TJ Realvest, LLC, a Michigan limited liability company, on behalf of the company.



THOMAS ROBERT COONEY  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Dec. 05, 2018  
Acting in the County of MACOMB

[Signature]  
Thomas R. Cooney, Notary Public  
MACOMB County, Michigan  
My Commission Expires: 12-05-18

Dated: \_\_\_\_\_, 2017

CITY OF ROCHESTER HILLS, a Michigan municipal corporation

By: Bryan K. Barnett  
Its: Mayor

and

By: Tina Barton  
Its: Clerk

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Bryan K. Barnett, the Mayor, and Tina Barton, the Clerk, of the City of Rochester Hills, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_, Notary Public  
County, Michigan  
My Commission Expires:

Drafted by:  
Jaroslaw B. Kisil  
54153 Deer Ridge Court  
Rochester, MI 48307

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

John Staran  
Approved 8/16/16

# EXHIBIT A

## PARCEL 15-02-177-001

PART OF THE NORTHWEST 1/4 OF SECTION 2, T.3N.,R.11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 2; THENCE N02°09'30"E 821.50 FT. ALONG THE WEST LINE OF SAID SECTION 2 (ROCHESTER ROAD); THENCE S88°16'53"E 1383.39 FT. TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF "HILLWOOD SUBDIVISION" AS RECORDED IN LIBER 58, PAGE 7 OF PLATS, OAKLAND COUNTY RECORDS; THENCE S01°08'06"W 802.76 FT. TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 2, SAID POINT ALSO BEING ON THE NORTH LINE OF "CROSS CREEK SUB. NO. 2", AS RECORDED IN LIBER 217, PAGES 26 THROUGH 33 OF PLATS, OAKLAND COUNTY RECORDS; THENCE N89°03'01"W 1398.00 FT. ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 2 AND FOLLOWING THE NORTH LINE OF SAID "CROSS CREEK SUB. NO. 2" AND THE NORTH LINE OF "CROSS CREEK SUB. NO. 1" AS RECORDED IN LIBER 198, PAGES 24-28 OF PLATS, OAKLAND COUNTY RECORDS TO THE POINT OF BEGINNING.

CONTAINING 25.93 ACRES.  
SUBJECT TO THE RIGHTS OF THE PUBLIC IN ROCHESTER ROAD.

## PARCEL 15-02-102-023

PART OF THE NORTHWEST 1/4 OF SECTION 2, T.3N.,R.11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 2; THENCE N02°09'30"E 821.50 FT. ALONG THE WEST LINE OF SAID SECTION 2 (ROCHESTER ROAD) TO THE POINT OF BEGINNING; CONTINUING ALONG SAID LINE N02°09'30"E 322.60 FT.; THENCE S88°16'53"E 620.00 FT.; THENCE S02°00'30"W 322.00 FT.; THENCE N88°16'53"W 620.00 FT. TO THE POINT OF BEGINNING.

CONTAINING 4.59 ACRES.  
SUBJECT TO THE RIGHTS OF THE PUBLIC IN ROCHESTER ROAD.

*Mike Tawnt  
Approved 8/17/14*

SHEET 1 OF 2

 **ASSOCIATES, INC.**  
*Civil Engineering and Surveying*

**FORMERLY**  
**MCS ASSOCIATES, INC.**  
1055 SOUTH BOULEVARD E., SUITE 200  
ROCHESTER HILLS, MICHIGAN 48307  
TELEPHONE (586) 726-9111 FAX (248) 852-7707

# EXHIBIT A

## LEGAL DESCRIPTION – RIGHT OF WAY

PART OF THE NORTHWEST 1/4 OF SECTION 2, T.3N.,R.11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE WEST 1/4 CORNER OF SECTION 2; THENCE S89°03'01"E 60.02 FEET AND N02°09'30"E 378.32 FEET TO THE POINT OF BEGINNING;  
THENCE N02°09'30"E 80.00 FEET AND S87°50'30"E 117.25 FEET AND NORTHEASTERLY 89.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 190.00 FEET, CENTRAL ANGLE OF 26°55'42", LONG CHORD BEARS N78°41'40"E 88.48 FEET) AND N65°13'49"E 335.68 FEET AND NORTHEASTERLY 39.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 280.00 FEET, CENTRAL ANGLE OF 08°02'47", LONG CHORD BEARS N69°15'12"E 39.29 FEET) AND N13°00'51"W 94.73 FEET AND NORTHWESTERLY 30.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 250.00 FEET, CENTRAL ANGLE OF 07°05'29", LONG CHORD BEARS N16°33'35"W FEET) AND N20°06'20"W 63.25 FEET AND NORTHWESTERLY 108.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 70.00 FEET, CENTRAL ANGLE OF 89°11'37", LONG CHORD BEARS N64°42'09"W FEET) AND S70°02'43"W 34.29 FEET AND SOUTHWESTERLY 36.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 180.00 FEET, CENTRAL ANGLE OF 11°40'36", LONG CHORD BEARS S76°32'21"W 36.62 FEET) AND S82°22'39"W 225.07 FEET AND SOUTHWEST 30.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 180.00 FEET, CENTRAL ANGLE OF 09°42'42", LONG CHORD BEARS S87°14'00"W 30.47 FEET) AND N87°54'39"W 70.36 FEET AND N02°09'30"E 60.00 FEET AND S87°54'39"E 70.28 FEET AND NORTHEASTERLY 20.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 120.00 FEET, CENTRAL ANGLE OF 09°42'42", LONG CHORD BEARS N87°14'00"E 20.32 FEET) AND N82°22'39"E 225.07 FEET AND NORTHEASTERLY 24.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 120.00 FEET, CENTRAL ANGLE OF 11°40'36", LONG CHORD BEARS N76°32'21"E 24.41 FEET) AND N70°42'03"E 34.29 FEET AND SOUTHEASTERLY 172.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 130.00 FEET, CENTRAL ANGLE OF 11°40'36", LONG CHORD BEARS S76°32'21"E 24.41 FEET) AND S88°16'53"E 39.02 FEET AND S02°09'30"W 50.00 FEET AND N88°16'53"W 14.82 FEET AND S20°06'20"E 41.76 FEET AND SOUTHEASTERLY 30.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 250.00 FEET, ENTRAL ANGLE OF 07°05'29", LONG CHORD BEARS S16°33'35"E 30.92 FEET) AND S13°0'51"E 101.02 FEET AND NORTHWESTERLY 75.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 280.00 FEET, CENTRAL ANGLE OF 15°25'51", LONG CHORD BEARS N86°41'44"W 75.18 FEET) AND S78°58'49"E 196.19 FEET AND 49.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 280.00 FEET, CENTRAL ANGLE OF 10°07'07", LONG CHORD BEARS S73°55'15"E 49.38 FEET) AND S68°51'42"E 89.55 FEET AND SOUTHEASTERLY 83.70 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 220.00 FEET, CENTRAL ANGLE OF 21°47'50", LONG CHORD BEARS S79°45'37"E 83.19 FEET) AND N89°20'28"E 171.13 FEET AND SOUTHWESTERLY 251.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FEET, CENTRAL ANGLE OF 240°00'00", LONG CHORD BEARS S29°20'28"W 103.92 FEET) AND NORTHWESTERLY 60.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FEET, CENTRAL ANGLE OF 60°00'00", LONG CHORD BEARS N60°39'32"W 60.00 FEET) AND S89°20'28"W 67.21 FEET AND NORTHWESTERLY 106.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 280.00 FEET, CENTRAL ANGLE OF 21°47'50", LONG CHORD BEARS N79°45'37"W 105.88 FEET) AND N68°51'42"W 89.55 FEET AND NORTHWESTERLY 38.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 220.00 FEET, CENTRAL ANGLE OF 100707, LONG CHORD BEARS N73°55'15"W 38.80 FEET) AND N785849W 196.19 FEET AND SOUTHWESTERLY 137.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 220.00 FEET, CENTRAL ANGLE OF 354723, LONG CHORD BEARS S830730W 135.20 FEET) AND S651349W 360.96 FEET AND S244611E 135.07 FEET AND SOUTHEASTERLY 35.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FEET, CENTRAL ANGLE OF 334042, LONG CHORD BEARS S413632E 30.92 FEET) AND SOUTHEASTERLY 274.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FEET, CENTRAL ANGLE OF 2614641, LONG CHORD BEARS S722627W 90.72 FEET) AND NORTHWESTERLY 50.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FEET, CENTRAL ANGLE OF 480559, LONG CHORD BEARS N004312W 48.90 FEET) AND N244611W 111.43 FEET AND SOUTHWESTERLY 41.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 100.00 FEET, CENTRAL ANGLE OF 235626, LONG CHORD BEARS S801117W 41.48 FEET) AND N875030W 113.79 FEET TO THE POINT OF BEGINNING.

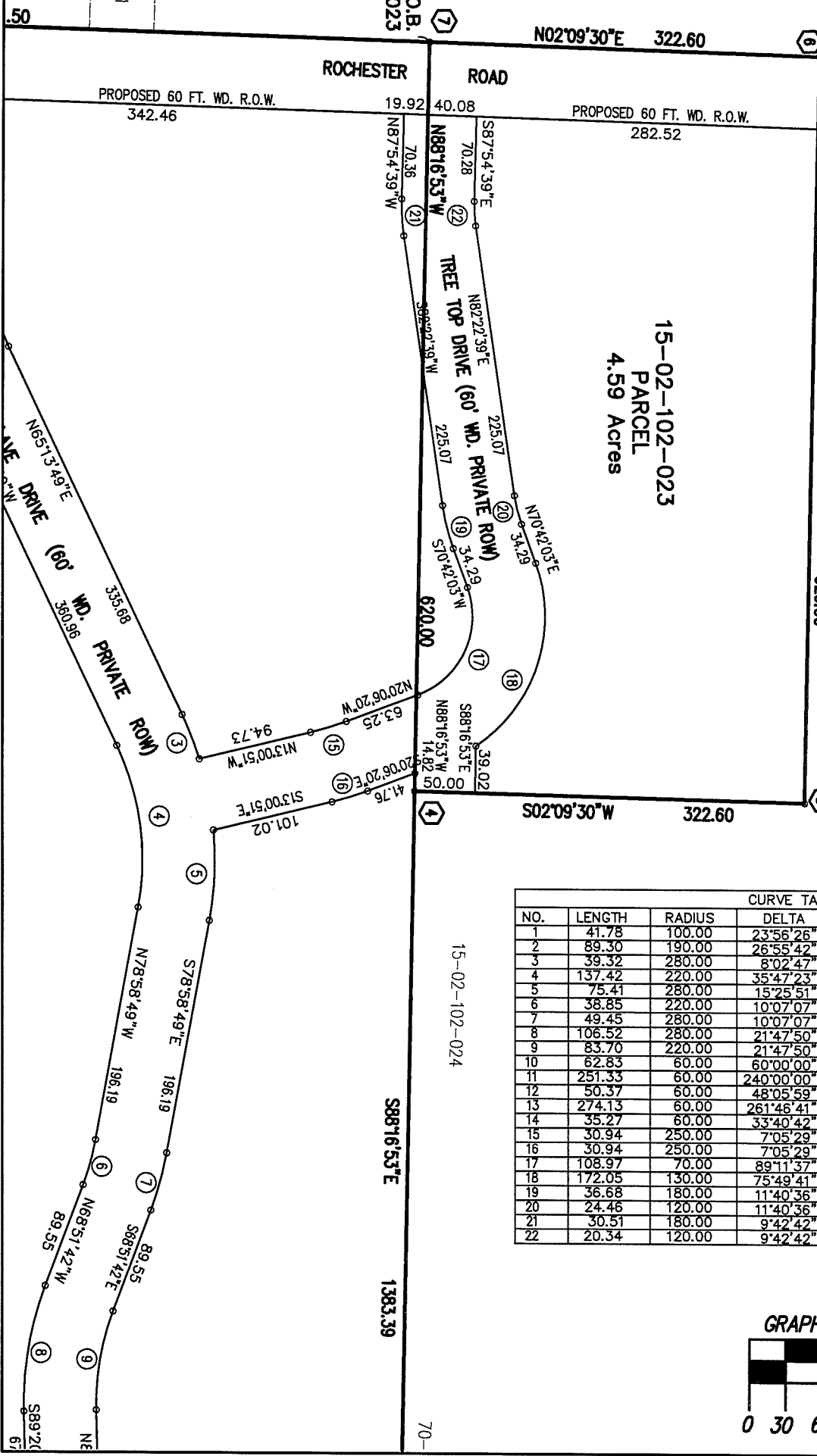
SHEET 2 OF 2



**FORMERLY**  
**MCS ASSOCIATES, INC.**  
1055 SOUTH BOULEVARD E., SUITE 200  
ROCHESTER HILLS, MICHIGAN 48307  
TELEPHONE (586) 726-9111 FAX (248) 852-7707

# EXHIBIT B ROCHESTER ENCLAVES R.O.W. DEDICATION

70-15-03-276-029  
15-02-102-023  
P.O.B. 7



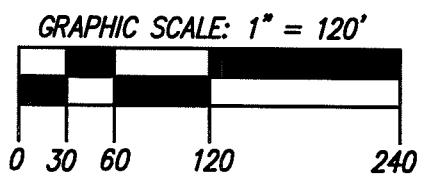
NORTHWEST 1/4  
 CORNER  
 SECTION 2, T.3N.,  
 R1E.  
 ROCHESTER HILLS  
 OAKLAND COUNTY,  
 MICHIGAN

15-02-102-023  
PARCEL  
4.59 Acres

**SCHEDULE OF OUTLINE COORDINATE POINTS** ①

NO	NORTH	EAST
1	5000.00	5000.00
2	4976.83	6397.81
3	5779.43	6413.71
4	5802.32	5650.66
5	6124.69	5662.81
6	6143.29	5043.09
7	5820.92	5030.94

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
1	41.78	100.00	23°56'26"	S80°11'17"W	41.48
2	89.30	190.00	26°55'42"	N78°41'40"E	88.48
3	39.32	280.00	8°02'47"	N69°15'12"E	39.29
4	137.42	220.00	35°47'23"	S83°07'30"W	135.20
5	75.41	280.00	15°25'51"	S86°41'44"E	75.18
6	38.85	220.00	10°07'07"	N73°55'15"W	38.80
7	49.45	280.00	10°07'07"	S73°55'15"E	49.38
8	106.52	280.00	21°47'50"	N79°45'37"W	105.88
9	83.70	220.00	21°47'50"	S79°45'37"E	83.19
10	62.83	60.00	60°00'00"	N60°39'32"W	60.00
11	251.33	60.00	240°00'00"	S29°20'28"W	103.92
12	50.37	60.00	48°05'59"	N00°43'12"W	48.90
13	274.13	60.00	261°46'41"	S72°26'27"W	90.72
14	35.27	60.00	33°40'42"	S41°36'32"E	34.76
15	30.94	250.00	7°05'29"	N16°33'35"W	30.92
16	30.94	250.00	7°05'29"	S16°33'35"E	30.92
17	108.97	70.00	89°11'37"	N64°42'09"W	98.30
18	172.05	130.00	75°49'41"	S71°23'07"E	159.76
19	36.68	180.00	11°40'36"	S76°32'21"W	36.62
20	24.46	120.00	11°40'36"	N76°32'21"E	24.41
21	30.51	180.00	9°42'42"	S87°14'00"W	30.47
22	20.34	120.00	9°42'42"	N87°14'00"E	20.32



SHEET 1 OF 2

**ASSOCIATES, INC.**  
 Civil Engineering and Surveying

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 ROCHESTER HILLS, MICHIGAN 48307  
 TELEPHONE (586) 726-9111 FAX (248) 852-7707

# EXHIBIT B

N02°09'30"E 821.50

-021

RO

ROCHESTER ROAD

PROPOSED 60 FT. WD. R.O.W.  
378.32

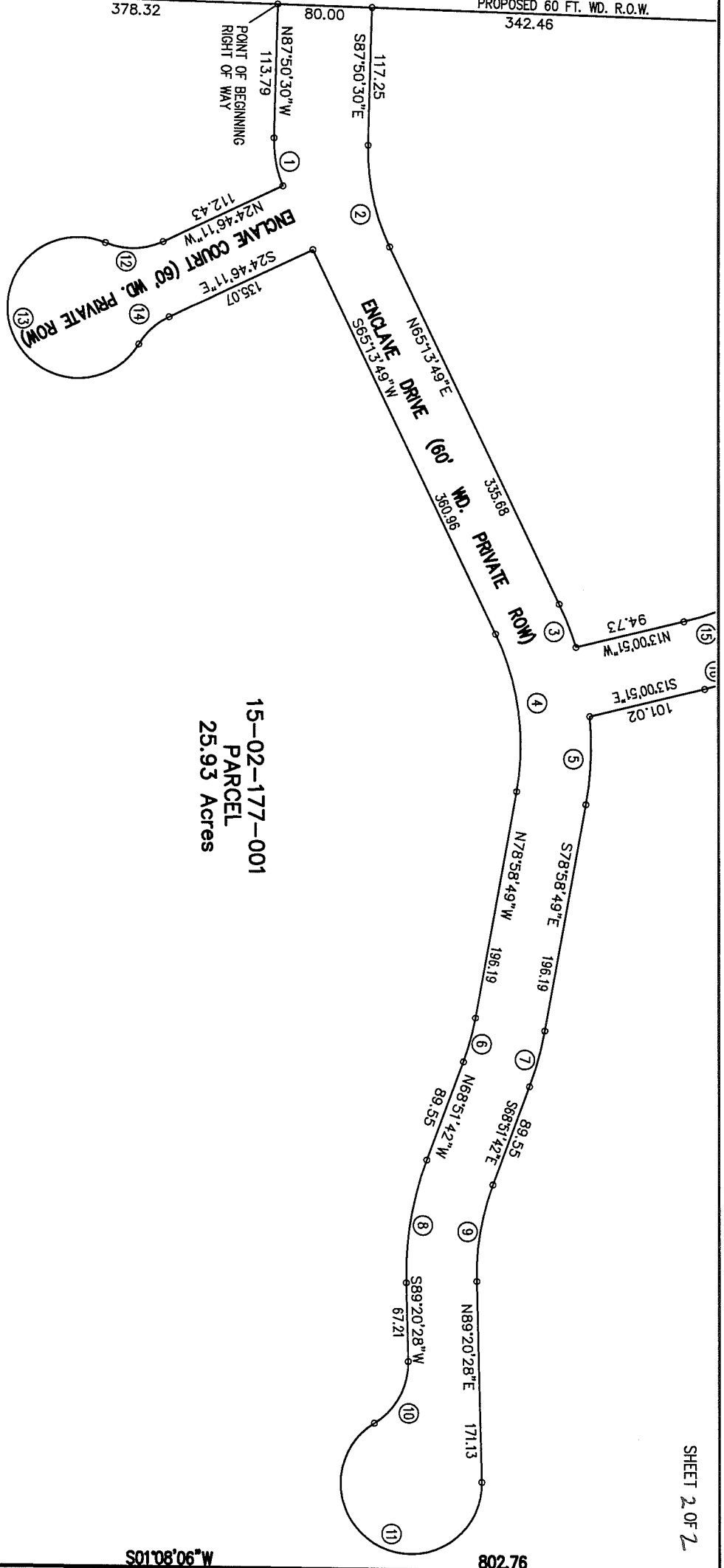
PROPOSED 60 FT. WD. R.O.W.  
342.46

P.O.B.  
15-02-177-001  
WEST 1/4 CORNER  
SECTION 2, T.3N.,  
R.1E.  
ROCHESTER HILLS  
OAKLAND COUNTY,  
MICHIGAN

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13

N89°33'01"W 1398.00  
GROSS CREEK SUB. NO. 1  
(L.198, PG. 24-28 O.C.R.)

15-02-177-001  
PARCEL  
25.93 Acres



SHEET 2 OF 2

**J ASSOCIATES, INC.**  
Civil Engineering and Surveying

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