

## **HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is made between **CEDAR VALLEY LIVING, LLC**, a Michigan limited liability company ("Owner"), of 31100 Telegraph Road, Suite 250, Bingham Farms, Michigan, 48025, and **CITY OF ROCHESTER HILLS**, a Michigan municipal corporation ("City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

### **RECITALS:**

Whereas Owner intends to construct a trash enclosure area on the property described on Exhibit "A" hereto; and

Whereas the trash enclosure area is proposed for location within the City's sanitary sewer easement as described and depicted in the attached Exhibit "B"; and

Whereas the parties desire, through this agreement to set forth the terms and conditions which must be fulfilled and adhered to for location of the trash enclosure area to be permitted and remain within the City's utility easement.

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 easement, the City shall not be responsible for the repair, removal, reinstallation or replacement, or the cost thereof, on any part of the trash enclosure area that may be affected, removed or damaged during the City's maintenance or repair work.

2. **Trash Enclosure Area Relocation at Time of City Infrastructure Maintenance Work.** Owner also agrees that at such time maintenance and repairs are made to the City's infrastructure within the easement, that the City may, reasonably, cause or require any portion of the trash enclosure area located within the City's utility easement to be relocated outside of the utility easement at the expense of the Owner. Also, the City may charge the Owner for reasonable additional costs of the City's maintenance and repairs incurred due to the location of the trash enclosure area within the City's easement.

3. **Owner's Responsibilities After Installation.** After installation Owner shall be solely and fully responsible for the operation, maintenance, repair and use of the trash enclosure area and all costs associated therewith. Owner shall maintain the trash

enclosure area 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 trash enclosure area is no longer used for its intended purpose or becomes unsafe or unfit such use, then the City may cause or require the trash enclosure area to be removed from the City's utility easement at the expense of the Owner.

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

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 trash enclosure area within the City's sanitary sewer 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' successors, grantees, tenants and assigns.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement as of the date first written above.


CEDAR VALLEY LIVING, LLC



By: Bret Russell  
Its: Authorized Member

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 23 day of JULY, 2018, by Bret Russell, Authorized Member of CEDAR VALLEY LIVING, LLC of 31100 Telegraph Road, Suite 250, Bingham Farms, Michigan, 48025, a Michigan limited liability company, on behalf of the company.



Karen C.D. Cuthbertson, Notary Public  
Oakland County, Michigan  
My Commission Expires: Feb. 27, 2020

**CITY OF ROCHESTER HILLS, a**  
Michigan municipal corporation

\_\_\_\_\_  
By: Bryan K. Barnett  
Its: Mayor

\_\_\_\_\_  
By: Tina L. Barton  
Its: Clerk

STATE OF MICHIGAN    )  
COUNTY OF OAKLAND   )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2018,  
by Bryan K. Barnett, Mayor, and Tina L. Barton, Clerk, of the City of Rochester Hills, on behalf  
of the City.

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

*Drafted by:*  
Jeffrey T. Cuthbertson (P70483)  
Cuthbertson Law, PLC  
345 Diversion Street, Suite 410  
Rochester, MI 48307

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

*John Staran*  
*Approved 7/31/18*

**Exhibit A**  
**PROPERTY AND PROPOSED TRASH**  
**ENCLOSURE AREA LEGAL DESCRIPTIONS**

**LEGAL DESCRIPTION: PARCEL I.D. 15-23-152-025**

PER FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. TC13-74918:

LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST 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 (P.O.B. 1) WHICH IS NORTH 89 DEGREES 32 MINUTES 00 SECONDS EAST 286.15 FEET ALONG THE EAST-WEST 1/4 LINE OF SECTION 23 AND NORTH 00 DEGREES 28 MINUTES 00 SECONDS WEST 1.84 FEET; AND NORTH 01 DEGREES 55 MINUTES 10 SECONDS EAST 58.82 FEET FROM THE WEST 1/4 CORNER OF SECTION 23, TOWN 3 NORTH, RANGE 11 EAST; THENCE SOUTH 89 DEGREES 38 MINUTES 30 SECONDS WEST 30.00 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 25 SECONDS EAST 60.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS EAST 30.00 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 12 SECONDS EAST 213.52 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 35 SECONDS EAST 615.67 FEET ALONG (IN PART) THE SOUTH LINE OF YORKTOWNE COMMONS SUBDIVISION, AS RECORDED IN LIBER 206, PAGES 13, 14, 15, 16, 17, 18 AND 19 OF PLATS, OAKLAND COUNTY RECORDS; THENCE SOUTH 01 DEGREES 55 MINUTES 12 SECONDS WEST 249.71 FEET ALONG THE WEST LINE OF EDDINGTON WOODS SUBDIVISION, AS RECORDED IN LIBER 287, PAGES 21, 22, 23, 24 AND 25 OF PLATS, OAKLAND COUNTY RECORDS; THENCE SOUTH 89 DEGREES 38 MINUTES 30 SECONDS WEST (SOUTH 85 DEGREES 53 MINUTES 06 SECONDS WEST RECORD) 615.68 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 10 SECONDS WEST 23.97 FEET TO THE POINT OF BEGINNING;

ALSO:  
EDDINGTON WOODS MYSTIC PARK WEST, OF EDDINGTON WOODS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 287 OF PLATS, PAGES 21 THROUGH 25, BOTH INCLUSIVE, OAKLAND COUNTY RECORDS;

ALSO:  
BEGINNING AT A POINT (P.O.B. 2) WHICH IS NORTH 01 DEGREES 55 MINUTES 12 SECONDS EAST 2.36 FEET AND NORTH 89 DEGREES 38 MINUTES 14 SECONDS EAST 66.05 FEET FROM THE WEST 1/4 CORNER OF SECTION 23, TOWN 3 NORTH, RANGE 11 EAST, SAID POINT BEING ON THE EAST LINE OF ROCHESTER ROAD; THENCE ALONG SAID EAST LINE NORTH 01 DEGREES 55 MINUTES 12 SECONDS EAST 82.81 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS EAST 190.00 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 25 SECONDS WEST 23.97 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS EAST 30.00 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 10 SECONDS WEST 58.82 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 14 SECONDS WEST 220.00 FEET TO THE POINT OF BEGINNING.

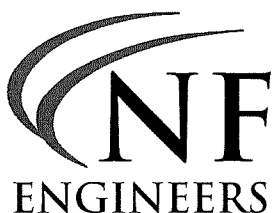
TOGETHER WITH A RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 13, 2005 IN LIBER 36245, PAGE 459.

**LEGAL DESCRIPTION: TRASH ENCLOSURE AREA**

AN AREA FOR TRASH ENCLOSURE PURPOSES WITHIN THE PREVIOUSLY DESCRIBED PARCEL 15-23-152-025, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT (P.O.B. 1) WHICH IS NORTH 89 DEGREES 32 MINUTES 00 SECONDS EAST 286.15 FEET ALONG THE EAST-WEST 1/4 LINE OF SECTION 23 AND NORTH 00 DEGREES 28 MINUTES 00 SECONDS WEST 1.84 FEET AND NORTH 01 DEGREES 55 MINUTES 10 SECONDS EAST 58.82 FEET FROM THE WEST 1/4 CORNER OF SECTION 23, TOWN 3 NORTH RANGE 11 EAST; THENCE NORTH 01 DEGREES 55 MINUTES 10 SECONDS EAST 23.97 FEET TO POINT "A", SAID POINT ON SOUTHERN PROPERTY LINE OF THE PARCEL; THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS EAST 202.71 FEET ALONG THE SOUTHERN PROPERTY LINE TO POINT "B", SAID POINT ON THE SOUTHERN PROPERTY LINE OF THE PARCEL; THENCE NORTH 00 DEGREES 21 MINUTES 30 SECONDS WEST 11.23 FEET TO THE POINT OF BEGINNING FOR THE TRASH ENCLOSURE AREA; THENCE NORTH 00 DEGREES 21 MINUTES 30 SECONDS WEST 20.00 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 38 SECONDS EAST 22.42 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 30 SECONDS EAST 20.00 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 38 SECONDS WEST 22.42 FEET TO THE POINT OF BEGINNING FOR THE TRASH ENCLOSURE.

SAID AREA CONTAINS 448.40 SQUARE FEET OR 0.010 ACRES



NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

PREPARED FOR:  
MIF 2, LLC

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	06-25-2018	PT	J401	1 of 2

*Scott W.  
Approved 7/16/18*

# Exhibit B

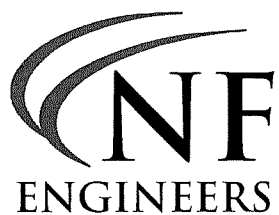
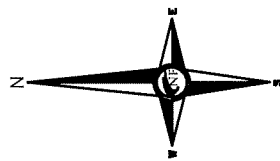
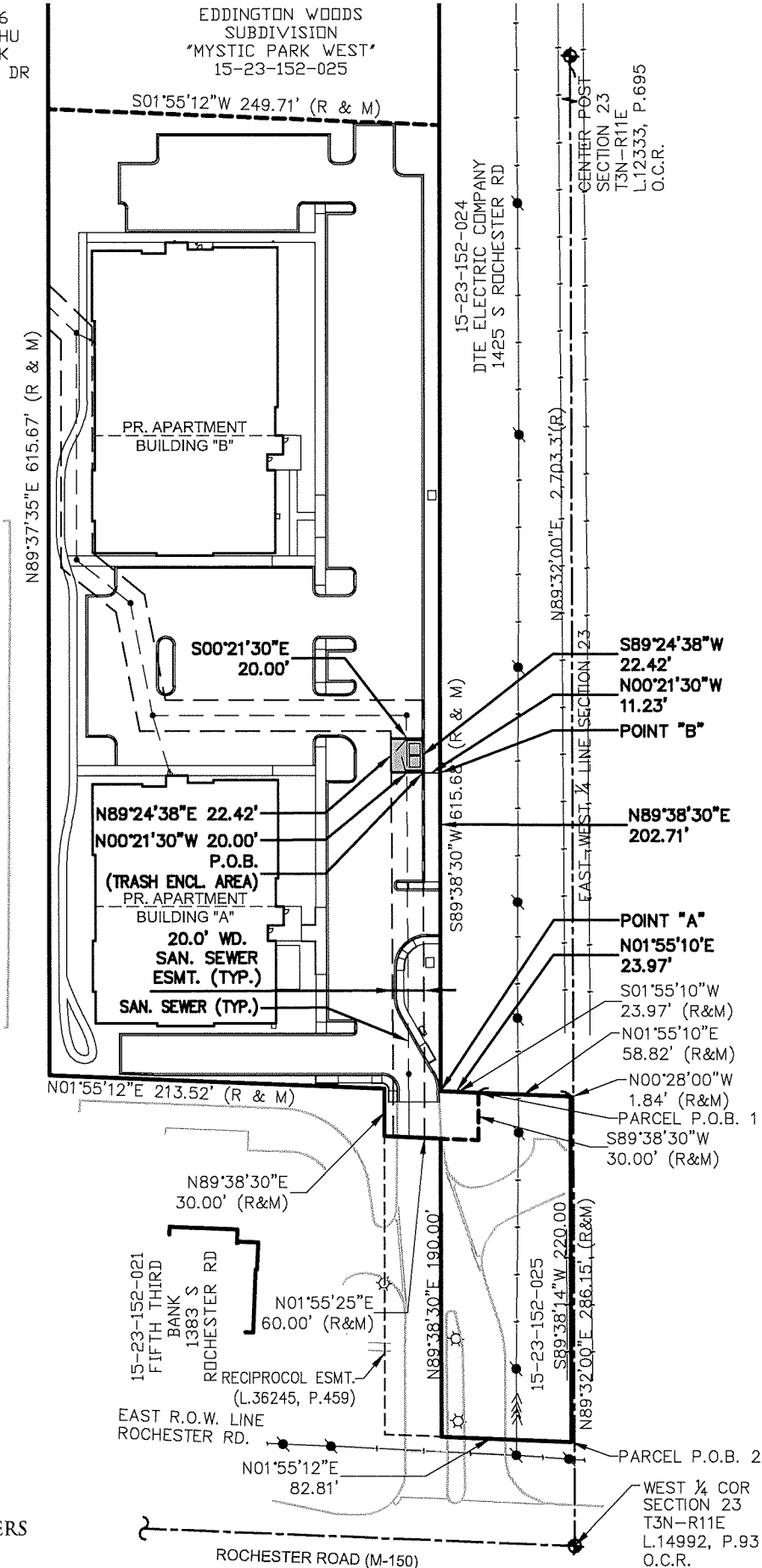
## TRASH ENCLOSURE AREA SKETCH

15-23-152-006  
SANTOSH PRABHU  
ANJANA NAYAK  
160 GROSVENDOR DR

EDDINGTON WOODS  
SUBDIVISION  
"MYSTIC PARK WEST"  
15-23-152-025

15-23-152-005  
SEAN F AND CHRISTINE  
N BARRETT  
154 GROSVENDOR DR

15-23-153-001  
ROCHESTER M.D.B., LLC  
1349 S ROCHESTER RD  
STE 250



**NOWAK & FRAUS ENGINEERS**  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

PREPARED FOR:  
MIF 2, LLC

SCALE: 1" = 100'  
DATE: 06-25-2018

DRAWN: PT  
JOB NO.: J401

SHEET: 2 of 2