

**PRIVATE ROAD MAINTENANCE AGREEMENT
BETWEEN GENISYS CREDIT UNION AND THE CITY OF ROCHESTER HILLS**

(SIGNATURES ON FOLLOWING PAGES)

PRIVATE ROAD MAINTENANCE AGREEMENT

This PRIVATE ROAD MAINTENANCE AGREEMENT ("Agreement") is entered into on this 8 day of JUNE, 2020, by and between Genisys Credit Union, a Michigan chartered credit union ("Declarant"), whose address is 2100 Executive Hills Boulevard, Auburn Hills, Michigan 48326; and the City of Rochester Hills, a Michigan Municipal Corporation ("City") whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48308.

RECITALS

WHEREAS Declarant is the owner of real property located in the City of Rochester Hills, Oakland County, State of Michigan, described on the attached "**Exhibit A**" (the "Subject Premises"), and proposes to develop the Subject Premises.

WHEREAS Declarant is the owner of parcel 15-23-300-043 and seeks to establish a private roadway, a portion of which will be within the Subject Premises, and ingress and egress to and by and through the Subject Premises which is a proposed seventy-six (76) foot wide private road easement (the "Roadway"). For purposes of this Agreement, Declarant's portion of the Roadway consists of Private Roadway Easement A, described on **Exhibit B**.

WHEREAS, it is the intent of this Agreement to provide an effective yet convenient mechanism for Declarant and the City to ensure the Roadway is maintained in a reasonably safe and suitable condition for travel and for the installation and maintenance of public and private utilities.

WHEREAS, it is agreed that this Agreement and any subsequent amendments thereto shall be recorded in the Oakland County Records, and shall appear as a deed restriction or covenant, and shall run with the land and shall be binding upon Declarant, all future owners, their heirs, successors and assigns.

NOW THEREFORE, FOR GOOD AND VALUABLE MUTUAL CONSIDERATION, THE ADEQUACY OF WHICH IS ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INTEREST IN REALTY.

This Agreement is made to establish certain easements and encumber the Subject Premises with certain covenants, conditions, and restrictions. This Agreement is to run with the land, be an interest in realty, and be binding on and inure to the benefit of, and burden, the owners and occupiers of each parcel or sub-address of property located within the Subject Premises and their respective transferees, successors, and assigns.

When used in this Agreement, the words "Owner" or "Owners" is intended to mean and encompass the owner in fee title of each and every parcel or sub-address of property within the Subject Premises, and the owner of any parcels arising from any division of the Subject Premises. The term shall bind any parties who occupy or hold an interest in a parcel through any of the Owners, including but not limited to their lessees, agents, employees, and invitees; and all other parties acting through or under any of the Owners.

2. PRIVATE ROADWAY

The easement in which the Roadway will be built is depicted on **Exhibit B**, attached and made a part of this Agreement.

3. INGRESS AND EGRESS AND MAINTENANCE OF ROADWAY

A. Ingress and egress to and from each of the resulting parcels or sub-addresses within the Subject Premises or from the division of the Subject Premises may be by means of the Roadway as is provided on the described survey, and ingress and egress shall be in common. The Roadway shall be established according to the standards and specifications of the City of Rochester Hills' applicable road section. No Owner, by exclusion in any conveyance, may disassociate a particular parcel's right to use the Roadway, provided only that the site plan for development on an Owner's parcel requires use of the Roadway.

B. After construction has commenced on a parcel within the Subject Premises that is

intended to benefit from the use of the Roadway, the Owner is responsible for and shall pay the maintenance of the Roadway.

C. The need for any particular act or item of maintenance of repair to the portion of the Roadway shall be determined by the Owner.

D. Any new improvement to the Roadway, which is more than ordinary maintenance and repair, such as a connecting drive or addition to the Roadway, shall be paid for entirely by those Owners who desire to improve the Roadway, unless all of the Owners agree to share the costs of the improvement in writing and prior to the contracting for such improvement.

E. Unless otherwise set forth herein, the Owner shall be solely responsible for repairing or causing to be repair, at his or her own expense, any extraordinary or unusual damage to the Roadway caused by or resulting from the use of the Owner related to the ingress and egress of construction equipment, or from such other heavy use of the Roadway.

No Owner of a parcel or combined owners shall prohibit, restrict, limit or in any manner interfere with any of the other Owners' normal access to and use of the Roadway. Normal access and use shall include, amongst other things, family, guests, invitees, licensees, tradesmen, emergency vehicles and personnel, and other bound for or returning from or within the parcel of any Owner. All construction and maintenance activities performed within the Premises shall be in compliance with all applicable laws, rules, regulations, orders, and ordinances of the City of Rochester Hills, county, state, and federal government and any department or agency of those entities having jurisdiction. All storage of materials and the parking of construction or maintenance vehicles, including vehicles of workers, shall occur only on the parcel of property on which the construction or maintenance is taking place, and all laborers, suppliers, contractors, and others connected with the construction activities shall park their vehicles on that parcel of property. The Owner of each parcel who undertakes any construction on its parcel agrees to defend, indemnify, and hold harmless the Owner of each other parcel from all claims, losses, liabilities, actions, proceedings, and costs (including reasonable attorney fees and the costs of any litigation) including liens and any accident, injury, loss, or damage whatsoever occurring to any person or to the property of any person arising out of or resulting from any construction activities performed or authorized by the indemnifying party.

4. EASEMENT FOR PUBLIC VEHICLES

Declarant declares, establishes and grants an easement to the public for all reasonable and necessary emergency and public vehicles over the portion of the Roadway described herein and as designated on the above referenced survey as the Roadway. This easement is permitted for, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to Declarant and Owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

5. EASEMENT FOR UTILITIES

Declarant declares, established and grants an easement for utilities over and under the portion of the Roadway located on the Subject Premises to serve any of the parcels or sub addresses within the Subject Premises.

6. EFFECTIVE TERM.

This Agreement shall be perpetual and shall encumber and run with the land as long as the Roadway remains private.

7. SEVERABILITY.

If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8. APPLICATION.

The benefits, covenants, obligations and restrictions herein provided, shall run with the land and shall inure to the benefit of and be binding up the heirs, administrators, executors, personal representatives, assigns, grantees, transferees and successors in title of the Declarant or any Owners. Every deed, land contract or other document or assignment, transfer, conveyance or sale of any portion of or all of the Subject Premises shall contain an express reference to this Private Road Maintenance Agreement.

9. RESERVATION OF RIGHTS

The Declarant hereby reserves the right at its sole discretion to approve additional neighboring properties to use the Roadway. Future Owners within the Subject Premises afforded the use of the Roadway shall be obligated and bound to join and become a part of this Private Road Maintenance Agreement.

10. AMENDMENT.

This Agreement may be amended but only with the written consent of the City of Rochester Hills, which consent will not be unreasonably withheld.

DECLARANT: Genisys Credit Union,
a Michigan chartered credit union

Date: 6/8/2020

Michelle Mattson
By: MICHELLE MATTSON
Its: VP REMOTE DELIVERY CHANNELS

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this 8 day of JUNE, 2020, by Michelle Mattson, the Member, of Genisys Credit Union, a Michigan chartered credit union, on its behalf.

Moriah Ales

, Notary Public
Oakland County, Michigan
My commission Expires: 9/12/2026



John Staraw
Approved as to Form - 6/8/20
ARS

CITY OF ROCHESTER HILLS

By: _____

Bryan K. Barnett, Mayor

By: _____

Tina Barton, City Clerk

STATE OF MICHIGAN }
 }SS
COUNTY OF OAKLAND }

This agreement was acknowledged before me on _____, 2020, by Bryan K. Barnett, Mayor, and Tina Barton, City Clerk, of the City of Rochester Hills, a Michigan Municipal Corporation on behalf of the Corporation.

, Notary Public
Oakland County, Michigan
My commission Expires: _____

**PRIVATE ROAD EASEMENT A
EXHIBIT A**

LEGAL DESCRIPTIONS:

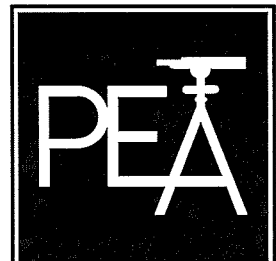
PARCEL 15-23-300-043

Part of the Southwest 1/4 of Section 23, T.3N., R.11E., City of Rochester Hills, Oakland County, Michigan, being more particularly described as follows: Commencing at the West 1/4 corner of Section 23, T.3N., R.11E., thence N01°50'00"W 2.36 feet along the West line of Section 23; thence N85°52'55"E 66.05 feet to the east line of Rochester Road (width varies); thence S01°48'43"E 769.32 feet to the POINT OF BEGINNING; thence N88°11'17"E 379.03 feet; thence S01°48'43"E 200.00 feet; thence S88°11'17"W 379.03 feet to the east line of said Rochester Road; thence N01°48'43"W 200.00 feet along a line parallel with and 66 feet East of the West line of Section 23 to the POINT OF BEGINNING. (Containing ±1.74 acres)

PRIVATE ROAD EASEMENT A

A 76-foot wide easement for a Private Road in part of the Southwest 1/4 of Section 23, T.3N., R.11E., City of Rochester Hills, Oakland County, Michigan, being more particularly described as follows: Commencing at the West 1/4 Corner of Section 23, T.3N., R.11E., thence N01°50'00"W 2.36 feet along the West line of Section 23; thence N85°52'55"E 66.05 feet to the east line of Rochester Road (width varies); thence S01°48'43"E 769.32 feet along said east line to the south line of Eddington Blvd (86 feet wide); thence along said south line N88°11'17"E 303.03 feet to the POINT OF BEGINNING of this Private Road Easement; thence continuing N88°11'17"E, 76.00 feet; thence S01°48'43"E, 200.00 feet; thence S88°11'17"W, 76.00 feet; thence N01°48'43"W, 200.00 feet to the POINT OF BEGINNING.

*Jenny M.
Approved 5/19/20*

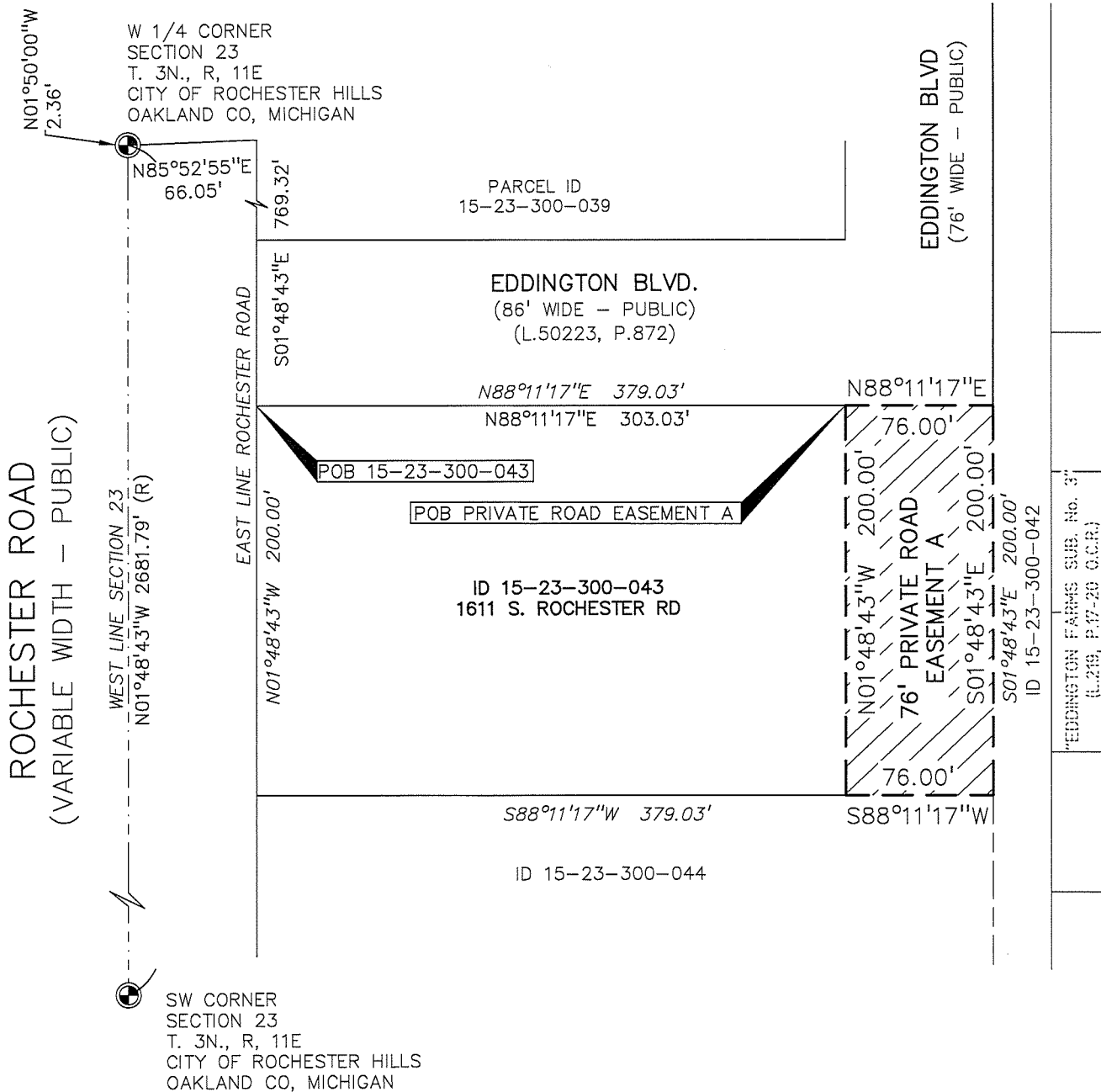
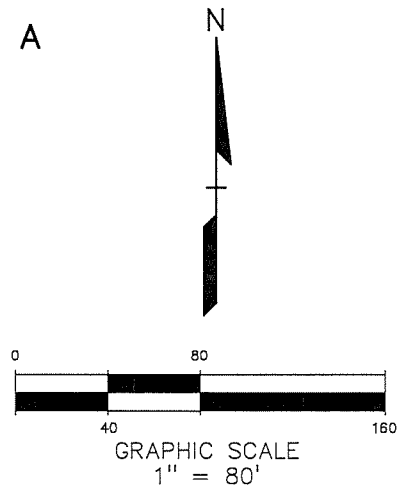


PEA, Inc.

2430 Rochester Ct, Ste. 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: GENISYS CREDIT UNION 2100 EXECUTIVE HILLS BLVD. AUBURN HILLS, MICHIGAN 48326	SCALE: N.T.S.	JOB No: 2019-065
	DATE: 05-12-20	DWG. No: 1 of 1

PRIVATE ROAD EASEMENT A EXHIBIT B



PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48063-1872
t: 248.689.9080
f: 248.689.1044
www.peainc.com

CLIENT:
GENISYS CREDIT UNION
2100 EXECUTIVE HILLS BLVD.
AUBURN HILLS, MICHIGAN 48326

SCALE: 1" = 80'

JOB No: 2019-065

DATE: 05-12-20

DWG. No: 1 of 1