

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2013 DEC 19 PM 2:01

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2014 FEB 19 AM 11:18

26768  
LIBER 46801 PAGE 190  
\$43.00 MISC RECORDING  
\$4.00 RENOVATION  
02/19/2014 11:16:51 A.M. RECEIPT# 16221  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

### DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENT ("Declaration") is made on this 5<sup>th</sup> day of December, 2013, by Tiburon North LLC, a Michigan limited liability company, whose address is 1700 W. Big Beaver Road, Suite 120, Troy, MI 48084 ("Declarant").

Consideration: \$1.00

#### RECITALS:

A. Declarant is the owner of a certain parcel or real property located in the Township of Oakland, Oakland County, Michigan, described in Exhibit A attached hereto ("Parcel A").

B. Declarant wishes to grant an easement over portions of Parcel A for the flowage, drainage and detention of storm water in favor of the present and future owners of that certain land located in the Township of Oakland, Oakland County, Michigan, described in Exhibit B attached hereto ("Parcel B" and together with Parcel A are sometimes collectively referred to herein as the "Properties"). Declarant also wishes to grant an easement over portions of Parcel B for the flowage and drainage of storm water in favor of the present and future owners of Parcel A.

NOW THEREFORE, Declarant hereby declares that the Properties, or any part thereof, are and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted subject to following declarations, covenants and easements:

1. Grant of Storm Water Easements. There is hereby granted and declared for the benefit of Parcel B and the present and future owners of Parcel B, and their respective successors, assigns, mortgagees, lessees, sub-lessees, employees, agents, customers, licensees, and invitees (collectively, the "Parcel B Benefited Parties"), a non-exclusive perpetual easement for the flowage and drainage of storm water on, over, under, across and through those portions of Parcel A as depicted and described on Exhibit C (the "Parcel A Drainage Easement Area"), including the storm detention basin located therein and all lines and facilities related thereto (the "Parcel A Storm Drainage Facilities"). The Parcel B Benefited Parties shall also have such easements as may be necessary over Parcel A to tie into the Parcel A Storm Drainage Facilities and to maintain, repair and replace such tie-ins or lines and the facilities or apparatus associated therewith. There is hereby granted and declared for the benefit of Parcel A and the present and future owners of Parcel A, and their respective successors and assign, a non-exclusive easement for the installation, maintenance, repair and replacement of an underground storm sewer pipe and related equipment (the "Storm Sewer Pipe") on, over, under, across through that portion Parcel B as depicted and described on Exhibit D (the "Parcel B Storm Sewer Pipe Easement Area"), which Storm Sewer Pipe shall be used to drain storm water from Parcel A. Declarant reserves for

12P  
R

CHECKING COMPLETED  
AT REGISTER OF DEEDS  
DEC 20 2013  
Register of Deeds  
Oakland County, MI

TCB-48886  
Title Connect LLC  
a title insurance agency  
28470 W. 13 Mile Rd. Suite 325  
Farmington Hills, MI 48334  
OK - MH

itself and for the future owners of Parcel B and their respective successors and assigns the use of the land which constitutes the Parcel B Storm Sewer Pipe Easement Area so long as such use is not inconsistent with this grant including the future owners' of Parcel A or their successors' or assigns' rights to construct, install, maintain, repair and replace the Storm Sewer Pipe as set forth in Paragraph 3 below.

2. Construction and Maintenance of Storm Drainage Facilities.

(a) The future owners of Parcel A or their successors or assigns shall be responsible for the initial construction of the Parcel A Storm Drainage Facilities and the costs associated therewith, and the owner of Parcel B or its successors or assigns shall be responsible for the cost of tying into the Parcel A Storm Drainage Facilities including any costs associated with resizing the Parcel A Storm Drainage Facilities as may be required by applicable government authorities for use of the Parcel A Storm Drainage Facilities by Parcel B.

(b) The future owners of Parcel A or their successors or assigns (including any nonprofit condominium association established to administer Parcel A, referred to herein as the "Association") shall be responsible for the maintenance, repair, replacement and insuring of the Parcel A Storm Drainage Facilities, such maintenance, repair and replacement to be performed in a good workmanlike manner so as to permit as reasonably as possible the continuous and uninterrupted use of the easement rights herein granted. At the time of development of Parcel B and approval of connection of Parcel B to the Parcel A Storm Drainage Facilities by applicable governmental authorities, the owners of Parcel B shall pay a share of the cost of maintenance, repair, replacement and insurance of the Parcel A Storm Drainage facilities, which share of the cost is 16.63% and which is based on the total acreage of Parcel B compared to the total acreage of Parcel A and Parcel B together (the "Expense Sharing Ratio").

3. Construction and Maintenance of Storm Sewer Pipe. The future owners of Parcel A or their successors or assigns shall be responsible for the proper construction, installation, maintenance, repair and replacement of the Storm Sewer Pipe, and all liabilities, costs and expenses associated therewith. The future owners of Parcel A or their successors or assigns will repair or replace any damaged sod, landscaping or other property or improvements located on Parcel B caused by the construction, installation, operation, maintenance or replacement of the Storm Sewer Pipe.

4. Remedies and Self-Help. Subsequent to the construction of the Parcel A Storm Drainage Facilities and connection of Parcel B to the Parcel A Storm Drainage Facilities, if the owners of Parcel A fail to maintain, repair or replace the Parcel A Storm Drainage Facilities in a manner consistent with the terms of this Agreement, then the owner of Parcel B shall have the right to pursue all remedies available at law and, in addition, shall have the right, upon fourteen (14) days written notice to the owner of Parcel A or the Association, as the case may be, to access and enter upon Parcel A for the purpose of performing such maintenance, repair or replacement work on the Parcel A Storm Drainage Facilities as it reasonably deems necessary, unless the owner of Parcel A or the Association, as the case may be, has cured or taken steps to cure any maintenance, repair or replacement deficiencies within fourteen (14) days of receiving such written notice. The owners of Parcel A shall reimburse the owner of Parcel B for all of the

**EXHIBIT A**

Legal Description of Parcel A

PART OF THE NORTHWEST ¼ OF SECTION 26, T4N, R11E, OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN BEING DESCRIBED AS:

COMMENCING AT NORTHWEST CORNER OF SECTION 26; THENCE S87°08'11"E 507.85 FEET ALONG THE NORTH LINE OF SECTION 26, ALSO BEING THE CENTERLINE GUNN BOARD (120.00 FEET WIDE) (L35981 P.840, O.C.R.); THENCE S02°23'48"W 561.00 FEET TO THE POINT OF THE BEGINNING; THENCE S87°08'11"E 800.00 FEET; THENCE S02°23'48"W 1289.80 FEET; THENCE N86°45'27"W 1210.13 FEET TO THE EAST R.O.W. LINE OF THE ROCHESTER ROAD (204 FEET WIDE) (L.35981, P840, O.C.R.); THENCE N02°29'45"E 1057.93 FEET ALONG THE EAST R.O.W. LINE OF ROCHESTER ROAD; THENCE S87°30'15"E 79.00 FEET; THENCE 70.53 FEET ALONG THE CURVE CONCAVE TO THE SOUTH (R=250 FEET) WHOSE CHORD BEARS S79°25'20"E 70.29 FEET; THENCE 70.53 FEET ALONG THE CURVE CONCAVE TO THE NORTH (R=250 FEET) WHOSE CHORD BEARS S79°25'20"E 70.29 FEET; THENCE S87°30'15"E ~~46.04~~ FEET; THENCE N02°23'48"E 241.19 FEET; THENCE S87°08'11"E 30.00 FEET TO THE POINT OF THE BEGINNING. CONTAINING 33.65 ACRES OF LAND, MORE OR LESS.

\* 16004

Parcel Id. Nos. 10-26-100-046 and 10-26-100-032

**EXHIBIT B**

Legal Description of Parcel B

A PARCEL OF LAND IN THE NW CORNER S.26, T.4N., R.11 E., OAKLAND TWP. OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING NW CORNER SECTION 26; THENCE ALONG THE N. LINE SECTION 26 & THE CENTER LINE OF GUNN ROAD S.87°08'11"E., 508.85 FEET; THENCE S.02°23'48"W., 60.00 FEET TO THE POINT OF BEGINNING; THENCE S.02°23'48"W., 501.00 FEET; THENCE N. 87°08'11"W., 30.00 FEET; THENCE S02°23'48"W., 241.19 FEET; THENCE N.87°30'15W., 160.04 FEET; THENCE ALONG A CURVE TO THE RIGHT 70.53 FEET, A RADIUS 250 FEET, A CHORD BEARING N.79°25'20"W., 70.29 FEET; THENCE ALONG A CURVE TO THE LEFT 70.53 FEET A RADIUS 250 FEET, A CHORD BEARING N.79°25'20"W., 70.29 FEET; THENCE N.87°30'15"W., 79.00 FEET TO THE EAST R.O.W. LINE ROCHESTER ROAD, THENCE N.02°29'45" E., 724.84 FEET ALONG THE EAST R.O.W. LINE ROCHESTER ROAD; THENCE S. 87°08'11"E., 406.95 FEET TO THE POINT OF BEGINNING. CONTAINING 6.72 ACRES.

Parcel Id. No. 10-26-100-045

**EXHIBIT C**

Depiction and Legal Description of the Parcel A Drainage Easement Area:

[see attached]

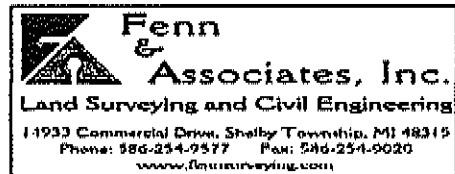
EXHIBIT 'C'  
LEGAL DESCRIPTION

DETENTION EASEMENT DESCRIPTION

PART OF THE NW 1/4 SECTION 28, T.4N., R.11E., OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NW CORNER SECTION 28; THENCE ALONG THE N. LINE SECTION 28 & THE GUNN ROAD S.87°08'11"E., 508.85 FEET; THENCE S.02°23'48"W., 561.00 FEET TO THE POINT OF BEGINNING; THENCE S.87°08'11"E., 273.51 FEET; THENCE S.22°52'07"W., 209.30 FEET; THENCE S.14°17'08"W., 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT 57.81 FEET A RADIUS 280 FEET, A CHORD BEARING N.81°36'34"W., 57.51 FEET; THENCE N.87°30'15"W., 162.80 FEET; THENCE N.02°23'48"E., 241.18 FEET; THENCE S.87°08'11"E., 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.4 ACRES.

PT 10-26-100-046

~~124~~



CLIENT: TIBURON NORTH, LLC  
DATE: 12/09/2013 SCALE: N/A  
DRAWN: J.B. CHECK: J.S.R., P.E.  
JOB NO. C12-023 SHEET: 1 OF 2

# EXHIBIT 'C'

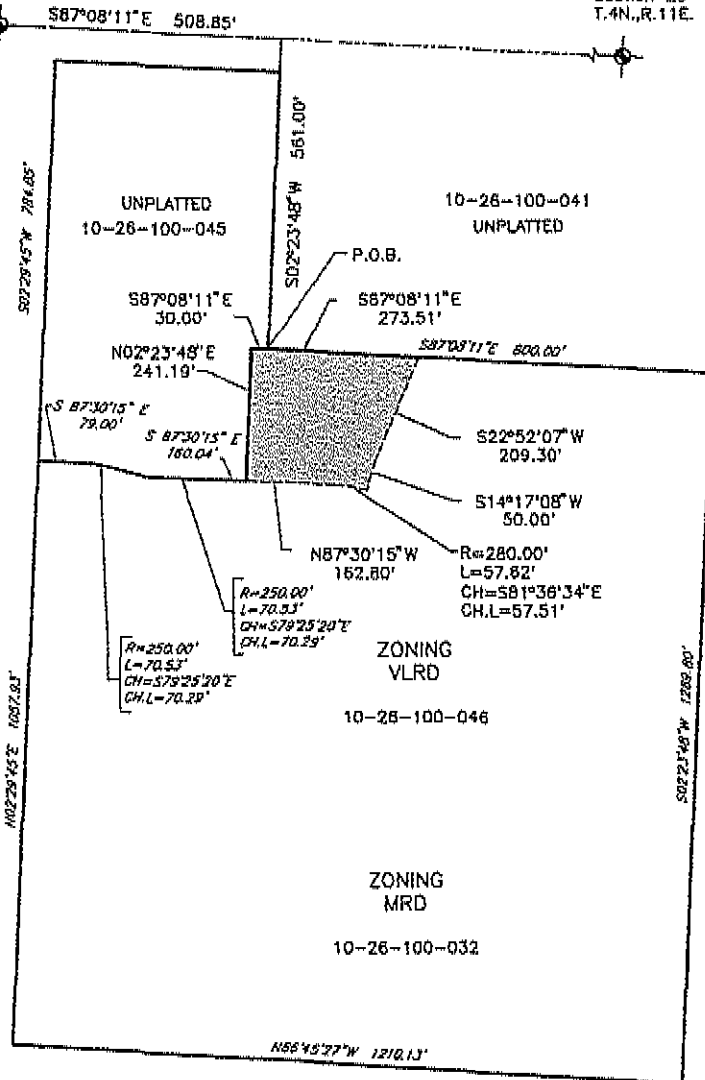
## DETENTION EASEMENT

NW Corner  
Section 28  
T.4N.,R.11E.

*GUNN ROAD (120' WIDE)*

N. 1/4 Corner  
Section 28  
T.4N.,R.11E.

*ROCHESTER ROAD (204' WD.)*



**Fenn & Associates, Inc.**  
Land Surveying and Civil Engineering  
14933 Commercial Drive, Shelby Township, MI 48315  
Phone: 586-254-0977 Fax: 586-254-0980  
www.fennsurveying.com

CLIENT: TIBURON NORTH, LLC  
DATE: 12/05/2013 SCALE: 1" = 250'  
DRAWN: LB CHECK: J.S.R., P.E.  
JOB NO. 012-023 SHEET: 2 OF 2

**EXHIBIT D**

Depiction and Legal Description of the Parcel B Storm Sewer Pipe Easement Area:

[see attached]



EXHIBIT 'D'  
LEGAL DESCRIPTION


20 FOOT WIDE STORM SEWER EASEMENT

→ which is ten (10) feet on both sides of the line

1/2 OF A 20 FOOT WIDE STORM SEWER EASEMENT DESCRIBED AS: PART OF THE NW 1/4 SECTION 26, T.4N., R.11E., OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NW CORNER SECTION 26; THENCE ALONG THE N. LINE SECTION 26 & THE 1/2 GUNN ROAD S.87°08'11"E., 495.21 FEET; THENCE S.02°51'48"W., 60.00 FEET TO THE POINT OF BEGINNING; THENCE S.01°31'44"E., 60.16'; THENCE S.02°23'48"W., 441.00 FEET TO POINT OF ENDING.

PT # 10-26-100-045

~~PT~~

 **Fenn & Associates, Inc.**  
Land Surveying and Civil Engineering  
14933 Commercial Drive, Shelby Township, MI 48315  
Phone: 586-254-9577 Fax: 586-254-9020  
www.fennsurveying.com

CLIENT: TIBURON NORTH, LLC  
DATE: 12/05/2013 SCALE: N/A  
DRAWN: J.B. CHECK: J.S.R., P.E.  
JOB NO. G12-023 SHEET: 1 OF 2

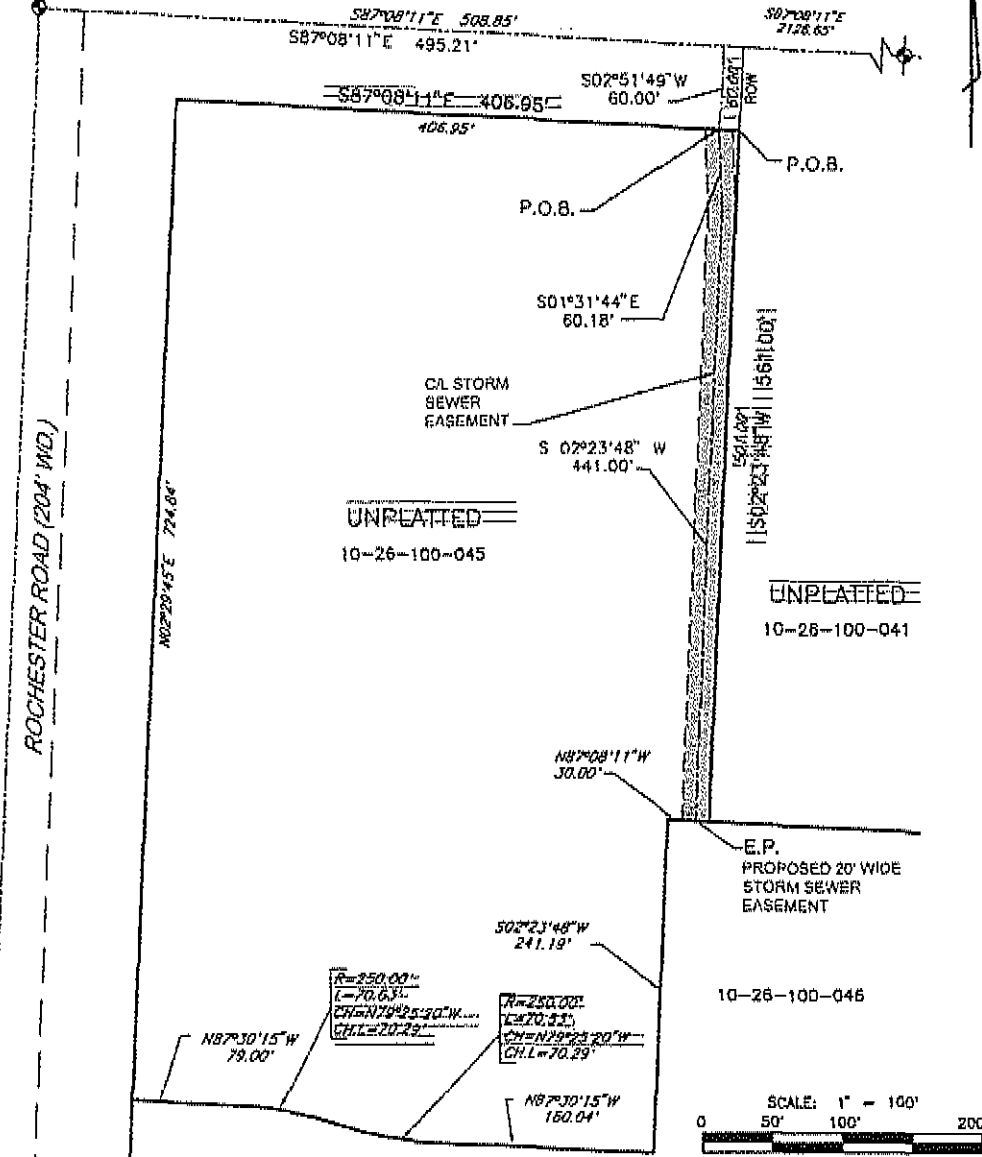
# EXHIBIT 'D'

## 20' WIDE STORM SEWER EASEMENT

NW Corner  
Section 26  
T.4N., R.11E.

*GUNN ROAD (120' WIDE)*

N. 1/4 Corner  
Section 26  
T.4N., R.11E.



**Fenn & Associates, Inc.**  
Land Surveying and Civil Engineering  
11933 Commercial Drive, Shelby Township, MI 48115  
Phone: 586-254-9577 Fax: 586-254-6080  
www.fennsurveying.com

CLIENT: TIBURON NORTH, LLC  
 DATE: 12/05/2013 SCALE: 1" = 100'  
 DRAWN: LB. CHECK: J.S.R., P.E.  
 JOB NO.: C12-023 SHEET: 2 OF 2

M:\2012 Contract\12-023 - OAKLAND CREST, OAKLAND TOWNSHIP\SI Storm Sewer Easement.dwg, 12/05/2013 9:16:16 AM

actual maintenance, repair and/or replacement costs incurred by the owner of Parcel B in performing such maintenance work and all costs incurred will be allocated pursuant to the Expense Sharing Ratio.

5. Payment of Expenses. All reimbursements owed to either property owner, as the case may be, shall be made within thirty (30) days of receipt of an invoice for the same along with copies of all pertinent invoices and records of all costs and expenses on which the share of expenses is based. Any question raised by either property owner as to any expenses or costs shall be raised within the 30 day period and resolved between the parties by agreement, or failing that within a reasonable period of time not to exceed 30 days, by mediation, by arbitration or by court action (it being understood that mediation and arbitration are consensual remedies requiring the consent of both parties). Payments not contested and not received within said thirty (30) day period shall bear interest at the maximum rate permitted by law. Each Parcel shall bear its own costs involved in any dispute of the charges levied.

6. Operations. The owners of the Properties shall not utilize their respective Properties in any manner that prevents or impairs the use or exercise of the easements declared herein and shall not conduct or allow the conduct of operations on their respective Properties or perform any acts which interfere with the use of the easements and the rights declared hereby.

7. Amendment and Modification. The rights and covenants herein contained shall not be terminated or amended, except upon the written agreement of the owners of each of the Properties covered hereby, or their successors and assigns, duly recorded in the Office of the Register of Deeds for the County in which the Properties are located.

8. Easements Run with the Land. The easements and rights declared or created herein, and the duties, covenants and obligations assumed hereunder, are intended to and shall run with the land in perpetuity and shall be binding upon, and inure to the benefit of, the current and future owners of the Properties and their respective successors and assigns in title.

DECLARANT:

TIBURON NORTH LLC, a Michigan limited liability company

By: 

Name: Carolina D'Anna Furnari

Its: Member

