

OTSEGO COUNTY  
MICHIGAN  
RECEIVED FOR RECORD

02 JUN 26 AM 9:58

EVELYN M. PRATT  
CLERK / REGISTER OF DEEDS

---

**ROAD MAINTENANCE AGREEMENT  
FOR  
"PEARL LANE"  
A PRIVATE ROAD EASEMENT  
IN THE DEVELOPMENT OF PEARL ESTATES**

---

KNOW ALL MEN BY THESE PRESENTS THAT  
WOODLAND DEVELOPMENT COMPANY, A MICHIGAN CO-PARTNERSHIP,  
WHOSE ADDRESS IS: P.O. BOX 1138, KALKASKA, MICHIGAN, 49646;

(the parties hereto, their heirs, successors and assigns is hereinafter referred to as, "Owner"), being the Owner of each of the Parcels described by survey recorded in Liber 813 Pages 882 to 884 , Otsego County Records, and attached hereto as "Exhibit A" (hereinafter referred to as, "PEARL ESTATES", hereby establishes an agreement for improvement, maintenance and use of that portion of PEARL ESTATES described as, Easement "A" (hereinafter referred to as "PEARL LANE") more fully described below.

**1. ROAD DESCRIPTION**

PEARL LANE known as that portion of PEARL ESTATES subject to a 66 foot road and utility easement as described below and further described by survey recorded first in Liber 239 Pages 430 to 433, Otsego County Records, and recorded in Liber 813 Pages 882 to 884 attached hereto as "Exhibit A".

**EASEMENT**

Subject to and use of a 66 foot road and utility easement along the East 66 feet of the West 811 feet of the West 1/2 of the South East 1/4 of Section 5, T30N R4W

**ALSO DESCRIBED AS:**

Subject to and together with an existing 66 feet wide road and utility easement along the East 66 feet of the West 811 feet of the West 1/2 of the Southeast 1/4, Section 5 Town 30 North, Range 4 West, as recorded in Liber 742 Page 281

## 2. INTENT

It is the intent of this agreement to provide an effective yet convenient mechanism for the afore described PEARL ESTATES OWNERS to maintain said PEARL LANE in a reasonably safe condition suitable for safe efficient travel by the undersigned, their invitees, governmental agencies and public and private utilities. It is the intent of this agreement to maintain PEARL LANE in a reasonably suitable condition for travel, yet not to maintain the road at that level of care of condition that would be required by COUNTY ROAD COMMISSION standards for public roads. To that end the undersigned agree that the road should from time to time be graded, have gravel base maintained, maintain the crown and drainage from said road and that accumulation of snow and other hazards should be removed from time to time as needed. This agreement shall be in addition to any and all governmental restrictions that may be applicable to the maintenance and repair of said PEARL LANE.

## 3. COST

The cost of improving, maintaining and repairing PEARL LANE such as, by the way of illustration and not necessarily by way of limitation, the construction, improvement, snow plowing, surfacing and re-surfacing, brining and/or chloriding, grading and other like or similar improvements, maintenance or repairs shall be shared equally by all PEARL ESTATES OWNERS, their successors or assigns. Only the parties to this agreement, their successors or assigns, having a structure on any Parcel served by PEARL LANE, will be responsible for paying snowplowing charges and/or will be responsible for snow removal. If any of the original Parcels are subdivided, any cost associated with road maintenance and repair on PEARL LANE shall be shared equally by all PEARL ESTATES OWNERS, whether as originally created or as may result from division of any Parcel. The cost of maintenance and repair of any secondary roads that are attached to PEARL LANE shall be the financial responsibility of the Owners whose driveways attach to the secondary road.

## 4. DETERMINING MAINTENANCE NEEDS

When repairs or maintenance on PEARL LANE appear to be necessary, a simple majority of the PEARL ESTATES OWNERS is needed to authorize the work for which all Owners are financially obligated. Each Parcel shall have one vote, including Parcels created by division. All Owners will be notified by mail and have fifteen (15) days to respond in writing of their vote. If they do not respond within fifteen (15) days of the postmarked mailing, then they shall forfeit their vote. The person(s) undertaking such construction, maintenance or repair shall contract for and initially pay all reasonable cost associated with them. The person(s) incurring such expenses shall bill the other Owners for their share. If any Owner shall fail to pay any statement tendered by another Owner(s) to him, or to his successors and assigns, within ten (10) days after receipt thereof, the amount of such statement, together with interest thereon at the maximum legal rate, plus attorney fees necessary to collection, shall automatically become a lien upon the Parcel of the Owner billed. The Owner incurring the expense, may at his option, pursue any legal remedy he may deem necessary to collect the unpaid bill, including foreclosure of the lien.

## 5. OWNER LIABILITY

Each Owner shall be responsible to promptly repair any damage caused to PEARL LANE of whatever kind or nature by an Owner, his guests, his invitees, and by any contractor, tradesman or utilities supplier entering the subject lands at that Owner's request. If such Owner fails to make such repairs, to the reasonable satisfaction of the remaining Owners, the other Owners may do so and charge the cost of such repairs to such Owner. IF UNPAID, such charges shall be a lien against the property owned by the Owner who is responsible for the damages.

## 6. MISCELLANEOUS PROVISIONS

- No heavy equipment will be permitted on or across PEARL LANE during the time that the Kalkaska County, Michigan "frost laws" are in effect each spring. The type and weight of the equipment not permitted and the "frost laws" beginning and ending dates will be according to established County guidelines.
- Nothing herein shall prevent the creation of a non-profit corporation or association to accomplish the purposes intended.
- At any time, the Owners may establish a road committee to deal with future road issues as they may occur. If any action is to be taken that affects PEARL LANE, such as but not limited to paving, attachment of secondary roads, culverts, etc., then the procedure for voting established in the paragraph "4. DETERMINING MAINTENANCE NEEDS" shall be followed. A single private residential driveway that attaches to PEARL LANE is exempted from this provision.
- An absent Owner may vote upon matters to be decided by the giving of a written proxy to another person or by the giving of a clearly and unambiguously written statement of the Owner's position on those matters that have been previously scheduled for a vote. The Vendee(s) under a land contract for the sale of any parcel or parcels may be given the proxy of the fee Owner, if their contract so provides. Such a vendee or vendees shall be and become full voting participants and responsible parties under this agreement.

## 7. AMENDMENT

The rights and responsibilities set forth in this agreement shall be perpetual and shall run with the land. They shall be binding upon the parties hereunto, their heirs, successors and assigns. The provisions of this agreement may be amended or terminated but only with the consent of a 3/4 majority of Owners.

IN WITNESS WHEREOF: The parties have executed this "ROAD MAINTENANCE AGREEMENT FOR PEARL LANE A PRIVATE ROAD EASEMENT IN THE DEVELOPMENT OF PEARL ESTATES and have caused their hands and seals to be affixed hereto the day and year written below.

SIGNED, SEALED, AND DELIVERED IN PRESENCE OF:

WOODLAND DEVELOPMENT COMPANY  
A MICHIGAN CO-PARTNERSHIP

  
BY: ROBERT BURGIN  
ITS MANAGING PARTNER

STATE OF MICHIGAN  
COUNTY OF KALKASKA

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16TH DAY OF MAY, 2002,  
BY ROBERT BURGIN ON BEHALF OF WOODLAND DEVELOPMENT COMPANY, A MICHIGAN CO-  
PARTNERSHIP, AS ITS MANAGING PARTNER.

MY COMMISSION EXPIRES: MAY 18, 2004

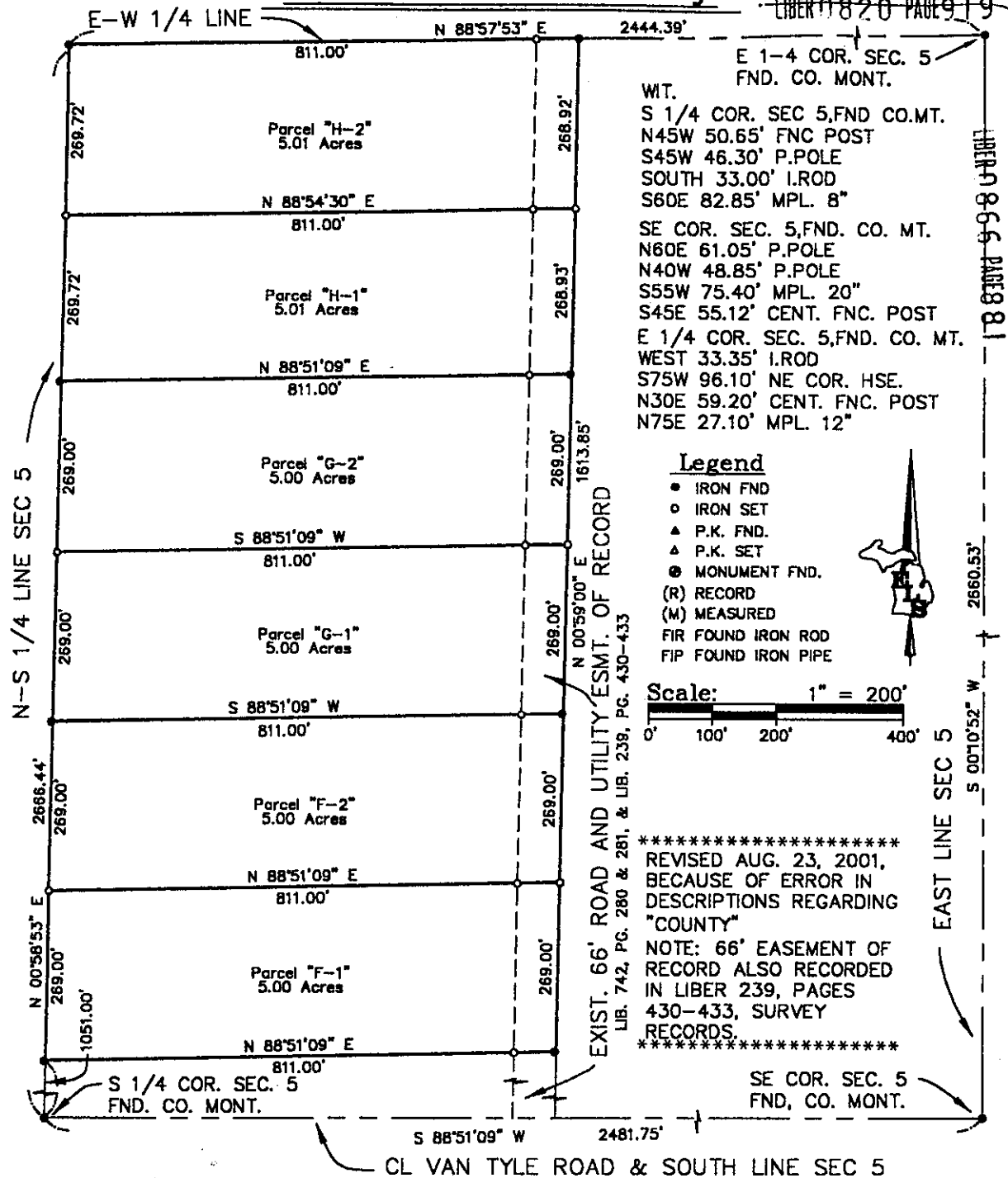
  
NORMA L. THORNBURG NOTARY PUBLIC  
KALKASKA COUNTY, MICHIGAN

INSTRUMENT DRAFTED BY: ROBERT BURGIN, NORTHERN LAND COMPANY BROKER  
BUSINESS ADDRESS:..... 830 SOUTH CEDAR STREET, P.O. BOX 1138, KALKASKA, MI 49646

tps/RHB

# Certificate of Survey

LIBER 0820 PAGE 919



CL VAN TYLE ROAD & SOUTH LINE SEC 5

I, NEIL L. WAY, a Licensed Professional Surveyor in the State of Michigan, do hereby certify that I have surveyed and mapped the hereon described parcel(s) of land; that the ratio of closure of the unadjusted field observations is within the accepted limits; and that I have fully complied with the requirements of P.A. 132 of 1970, as amended.

Ratio of Closure: 1/10,000  
 Basis of Bearing: CERT. N.PARKER

*Neil L. Way*  
 NEIL L. WAY  
 Licensed Surveyor Number: 28432

<b>EAGLE LAND SURVEYING, Inc.</b> 710 US-31 SOUTH P.O. BOX 836 ELK RAPIDS, MI 49629	(231) 264-9110 FAX: 264-9311 nlw28432@aol.com	For:	WOODLAND DEVELOPMENT CO.
			Part of the SE 1/4 of sec. 5, T30N, R4W, Hayes Twp., Otsego Co. Michigan.
		Date: APR. 25, 2000	File No.: 2000-067
	FB/PG: N.A.	Drafted By: N.L.W. 2008	Sheet 1 OF 3

# Certificate of Survey

LIBER 0820 PAGE 920

## DESCRIPTIONS

Parcels of land situated in Hayes Township, Otsego County, Michigan, and more fully described as follows:

### PARCEL "F-1"

That part of the Southeast 1/4 of Section 5, Town 30 North, Range 4 West, described as: Commencing at the South 1/4 corner of said section 5, thence North 00°58'53" East along the North-South 1/4 line of said section 1051.00 feet to the point of beginning; thence continuing North 00°58'53" East along said 1/4 line 269.00 feet; thence North 88°51'09" East 811.00'; thence South 00°59'00" West 269.00 feet; thence South 88°51'09" West 811.00 feet to the point of beginning; and containing 5.00 acres of land.

Subject to and together with an existing 66 feet wide road and utility easement along the East 66 feet of the West 811 feet of the West 1/2 of the Southeast 1/4, Section 5, Town 30 North, Range 4 West, as recorded in liber 742 at page 281 of the records of Otsego County, Michigan.

Also subject to easements, right-of-ways, reservations and restrictions of record.

### PARCEL "F-2"

That part of the Southeast 1/4 of Section 5, Town 30 North, Range 4 West, described as: Commencing at the South 1/4 corner of said section 5, thence North 00°58'53" East along the North-South 1/4 line of said section 1320.00 feet to the point of beginning; thence continuing North 00°58'53" East along said 1/4 line 269.00 feet; thence North 88°51'09" East 811.00'; thence South 00°59'00" West 269.00 feet; thence South 88°51'09" West 811.00 feet to the point of beginning; and containing 5.00 acres of land.

Subject to and together with an existing 66 feet wide road and utility easement along the East 66 feet of the West 811 feet of the West 1/2 of the Southeast 1/4, Section 5, Town 30 North, Range 4 West, as recorded in liber 742 at page 281 of the records of Otsego County, Michigan.

Also subject to easements, right-of-ways, reservations and restrictions of record.

### PARCEL "G-1"

That part of the Southeast 1/4 of Section 5, Town 30 North, Range 4 West, described as: Commencing at the South 1/4 corner of said section 5, thence North 00°58'53" East along the North-South 1/4 line of said section 1589.00 feet to the point of beginning; thence continuing North 00°58'53" East along said 1/4 line 269.00 feet; thence North 88°51'09" East 811.00'; thence South 00°59'00" West 269.00 feet; thence South 88°51'09" West 811.00 feet to the point of beginning; and containing 5.00 acres of land.

Subject to and together with an existing 66 feet wide road and utility easement along the East 66 feet of the West 811 feet of the West 1/2 of the Southeast 1/4, Section 5, Town 30 North, Range 4 West, as recorded in liber 742 at page 281 of the records of Otsego County, Michigan.

Also subject to easements, right-of-ways, reservations and restrictions of record.

  
NEIL L. WAY  
Licensed Surveyor Number: 28432

<b>EAGLE LAND SURVEYING, Inc.</b>  710 US-31 SOUTH P.O. BOX 836 ELK RAPIDS, MI 49629	(231) 264-9110 FAX: 264-9311 nlw28432@aol.com	For: <b>WOODLAND DEVELOPMENT CO.</b>	
		Part of the SE 1/4 of Sec. 5, T30n, R4W, Hayes Twp., Otsego County, Michigan.	
		Date: APR. 25, 2000	File No.: 2000-067
	FB/PG: N.A.	Drafted By: N.L.W. 2008	Sheet 2 of 3

Draw File: 2000-067.dwg

# Certificate of Survey

PARCEL "G-2"

~~LIBER 0820 PAGE 21~~

That part of the Southeast 1/4 of Section 5, Town 30 North, Range 4 West, described as: Commencing at the South 1/4 corner of said section 5, thence North 00°58'53" East along the North-South 1/4 line of said section 1858.00 feet to the point of beginning; thence continuing North 00°58'53" East along said 1/4 line 269.00 feet; thence North 88°51'09" East 811.00'; thence South 00°59'00" West 269.00 feet; thence South 88°51'09" West 811.00 feet to the point of beginning; and containing 5.00 acres of land.

*071-065-400-025-4*

Subject to and together with an existing 66 feet wide road and utility easement along the East 66 feet of the West 811 feet of the West 1/2 of the Southeast 1/4, Section 5, Town 30 North, Range 4 West, as recorded in liber 742 at page 281 of the records of Otsego County, Michigan.

Also subject to easements, right-of-ways, reservations and restrictions of record.

LIBER 0866 PAGE 83

PARCEL "H-1"

That part of the Southeast 1/4 of Section 5, Town 30 North, Range 4 West, described as: Commencing at the South 1/4 corner of said section 5, thence North 00°58'53" East along the North-South 1/4 line of said section 2127.00 feet to the point of beginning; thence continuing North 00°58'53" East along said 1/4 line 269.72 feet; thence North 88°54'30" East 811.00'; thence South 00°59'00" West 268.93 feet; thence South 88°51'09" West 811.00 feet to the point of beginning; and containing 5.01 acres of land.

*071-065-400-025-3*

Subject to and together with an existing 66 feet wide road and utility easement along the East 66 feet of the West 811 feet of the West 1/2 of the Southeast 1/4, Section 5, Town 30 North, Range 4 West, as recorded in liber 742 at page 281 of the records of Otsego County, Michigan.

Also subject to easements, right-of-ways, reservations and restrictions of record.

PARCEL "H-2"

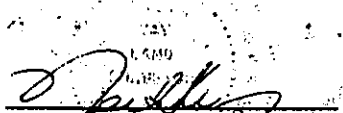
That part of the Southeast 1/4 of Section 5, Town 30 North, Range 4 West, described as: Commencing at the South 1/4 corner of said section 5, thence North 00°58'53" East along the North-South 1/4 line of said section 2396.72 feet to the point of beginning; thence continuing North 00°58'53" East along said 1/4 line 269.72 feet; thence North 88°57'53" East 811.00'; thence South 00°59'00" West 268.92 feet; thence South 88°54'30" West 811.00 feet to the point of beginning; and containing 5.01 acres of land.

*071-065-400-025-12*

Subject to and together with an existing 66 feet wide road and utility easement along the East 66 feet of the West 811 feet of the West 1/2 of the Southeast 1/4, Section 5, Town 30 North, Range 4 West, as recorded in liber 742 at page 281 of the records of Otsego County, Michigan.

Also subject to easements, right-of-ways, reservations and restrictions of record.

OTSEGO COUNTY  
MICHIGAN  
RECEIVED FOR RECORD  
01 SEP 11 PM 1:28  
BY: NEIL L. WAY  
CLERK / REGISTER OF DEEDS

  
NEIL L. WAY  
Licensed Surveyor Number: 28432

<p style="font-size: 2em; font-weight: bold; margin: 0;">EAGLE LAND SURVEYING, Inc.</p> <p style="margin: 5px 0;">710 US-31 SOUTH P.O. BOX 836 ELK RAPIDS, MI 49629</p>	<p>(231) 264-9110 FAX: 264-9311 nlw28432@aol.com</p>	<p>For: <b>WOODLAND DEVELOPMENT CO.</b></p>
	<p>Part of the SE 1/4 of Sec. 5, T30n, R4W, Hayes Twp., Otsego County, Michigan.</p>	
	<p>Date: APR. 25, 2000</p>	<p>File No.: 2000-067</p>
<p>FB/PG: N.A.</p>		<p>Drafted By: N.L.W. 2008</p>
		<p>Sheet 3 of 3</p>

Draw File: 2000-067.dwg