

ANTRIM COUNTY MI.
Register of Deeds
Recorded

10-12-1998 09:53:02

Wanda R. Conway
REGISTER OF DEEDS

ROAD MAINTENANCE AGREEMENT FOR KRESNAK COURT

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 in "Exhibit A", attached hereto (hereinafter referred to as the, "Parcels"), hereby establishes an agreement for improvement, maintenance and use of that portion of KRESNAK COURT described below.

1. ROAD DESCRIPTION

The PRIVATE ROAD, known as that portion of DOBIE LANE Easement as described below and further described by survey recorded in Liber 396, Page 630, Antrim County Records, and attached hereto as "Exhibit B".

EASEMENT

A 66 foot wide easement, to be used in common by the parties thereto, their heirs and assigns for ingress, egress and the installation and maintenance of public and private utilities over that part of the Southwest 1/4 of Section 7 and the Northwest 1/4 of Section 18, T29N-R6W, MANCERLONA TOWNSHIP, ANTRIM COUNTY, MICHIGAN, SAID Center line described as: Commencing at the Southwest corner of Section 18; thence S89deg32'30"E, 1928.24 feet along the East-West 1/4 line of Section 18 to the Place of Beginning; thence N1deg22'07"E, 1324.21 feet along the Centerline of said Easement; thence N16deg56'56"W, 105.00 feet along said Centerline; thence N1deg22'07"E, 1219.14 feet along said Centerline; thence N1deg21'19"E, 659.00 feet along said Centerline to the Place of Ending at the Center of a 50 feet radius Turn-a-round.

2. INTENT

It is the intent of this agreement to provide an effective yet convenient mechanism for the afore described Parcel Owners to maintain said PRIVATE ROAD in a reasonably safe condition suitable for safe efficient travel by the undersigned, their invitees, governmental agencies and public utilities. It is the intent of this agreement to maintain the PRIVATE ROAD 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, 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 PRIVATE ROAD.

3. COST

The cost of improving, maintaining and repairing the PRIVATE ROAD 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 afore described Parcel Owners, their successors or assigns. Only the parties to this agreement, their successors or assigns, having a structure on any Parcel served by the PRIVATE ROAD, will be responsible for paying snowplowing charges and/or will be responsible for snow removal. If any of the original Parcels is subdivided, any cost associated with road maintenance and repair on the PRIVATE ROAD shall be shared equally by all Parcels, 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 the PRIVATE ROAD shall be the financial responsibility of the Owners whose driveways attach to the secondary road.

4. DETERMINING MAINTENANCE NEEDS

When repairs or maintenance on the PRIVATE ROAD appear to be necessary, a simple majority of property Owners is needed to authorize the work for which afore described Parcel Owners are financially obligated. Each Parcel shall have one vote, including Parcels created by division. All Parcel 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 Parcel Owners for their share. If any Parcel Owner shall fail to pay any statement tendered by another Parcel 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 Parcel 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 afore described Owner shall be responsible to promptly repair any damage caused to the PRIVATE ROAD easement of whatever kind or nature by a Parcel 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 Parcel Owners, the other Parcel 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 the PRIVATE ROAD during the time that the Antrim 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 Parcel 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 the PRIVATE ROAD, 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 the PRIVATE ROAD is exempted from this provision.
- An absent lot 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 lot 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 lot or lots 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.
- Should any additional parcel owner not described in exhibit "A", who receives the benefit of the described Easement in Exhibit "B" known as DOBIE LANE, choose to encumber their property with this ROAD MAINTENANCE AGREEMENT FOR KRESNAK COURT they may do so by recording an Addendum to this Agreement with the Antrim County Register of Deeds Office in Bellaire. Any Addendum must identify the parcel and party encumbering the land and be drafted by an Attorney or Real Estate Broker as agent for the parcel owner.

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 the majority of afore described Parcel Owners.

IN WITNESS WHEREOF: The parties have executed this ROAD MAINTENANCE AGREEMENT and have caused their hands and seals to be affixed hereto the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN PRESENCE OF:

WOODLAND DEVELOPMENT COMPANY,
A MICHIGAN CO-PARTNERSHIP

Jill L. Gates
JILL L. GATES : WITNESS
FOR SELLER

Robert Burgin
BY: ROBERT BURGIN
ITS MANAGING PARTNER

Tamara L. Birgy
TAMARA L. BIRGY : WITNESS
FOR SELLER

STATE OF MICHIGAN
COUNTY OF KALKASKA

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9TH DAY OCTOBER, 1998,
BY ROBERT BURGIN ON BEHALF OF WOODLAND DEVELOPMENT COMPANY, A MICHIGAN CO-
PARTNERSHIP, AS ITS MANAGING PARTNER.

MY COMMISSION EXPIRES:
SEPTEMBER 13, 2002

Jill L. Gates
JILL L. GATES 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

EXHIBIT "A" OWNERS

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 below, (hereinafter referred to as the, "Parcels"), hereby establishes an agreement for improvement, maintenance and use of that portion of KRESNAK COURT.

KRESNAK COURT PARCEL #3: A parcel of land being that part of the Northwest 1/4 of Section 18, T29N-R6W, described as: Commencing at the North 1/4 Corner of Section 18; thence S1deg35'31"W, 1649.18 feet along the North-South 1/4 line of Section 18 to the Place of Beginning; thence S1deg35'31"W, 328.00 feet along said 1/4 line; thence N89deg20'30"W, 653.36 feet; thence N1deg22'07"E, 328.00 feet; thence S89deg20'24"E, 654.64 feet to the North-South 1/4 line of Section 18 and the Place of Beginning. Containing 4.92 acres of land. Together with and subject to a 66 foot wide Private Road Easement for the ingress and egress and the installation and maintenance of public and private utilities as described by Survey recorded in Liber 396, Page 630, Antrim County Records. Subject to all other easements, restrictions and reservations of record and excluding all gas, oil and mineral rights. The above-described property is to be used for residential and recreational purposes only.

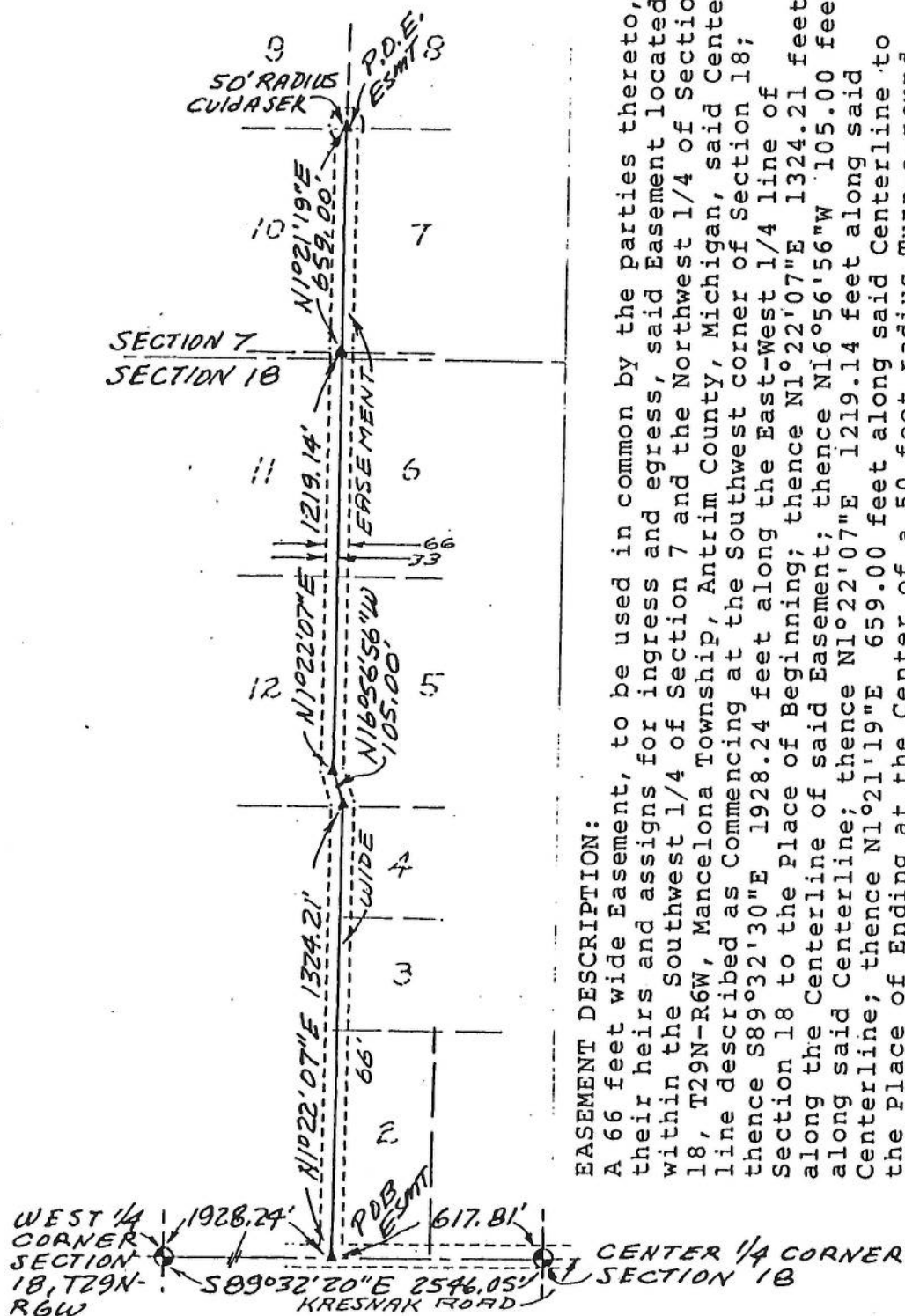
KRESNAK COURT PARCEL #4: A parcel of land being that part of the Northwest 1/4 of Section 18, T29N-R6W, described as: Commencing at the North 1/4 corner of Section 18; thence S1deg35'31"W, 1321.18 feet along the North-South 1/4 line of Section 18 to the Place of Beginning; thence S1deg35'31"W, 328.00 feet along said 1/4 line; thence N89deg20'24"W, 654.64 feet; thence N1deg22'07"E, 328.00 feet; thence S89deg20'18"E, 655.91 feet to the North-South 1/4 line of Section 18 and the Place of Beginning. Containing 4.93 acres of land. Together with and subject to a 66 foot wide Private Road Easement for the ingress and egress and the installation and maintenance of public and private utilities as described by Survey recorded in Liber 396, Page 630, Antrim County Records. Subject to all other easements, restrictions and reservations of record and excluding all gas, oil and mineral rights. The above-described property is to be used for residential and recreational purposes only.

KRESNAK COURT PARCEL #6: A parcel of land being that part of the Southwest 1/4 of Section 7, and part of the Northwest 1/4 of Section 18; T29N-R6W, described as: Beginning at the 1/4 Corner common to Sections 7 and 18; thence S1deg35'31"W, 657.58 feet along the North-South 1/4 line of Section 18; thence N89deg19'53"W, 658.50 feet; thence N1deg22'07"E, 660.50 feet; thence S89deg27'31"E, 661.09 feet to the North-South 1/4 line of Section 7; thence S1deg28'00"W, 4.42 feet along said 1/4 line to the 1/4 Corner common to Sections 7 and 18 and the Place of Beginning. Containing 10.01 acres of land. Together with and subject to a 66 foot wide Private Road Easement for the ingress and egress and the installation and maintenance of public and private utilities as described by Survey recorded in Liber 396, Page 630, Antrim County Records. Subject to all other easements, restrictions and reservations of record and excluding all gas, oil and mineral rights. The above-described property is to be used for residential and recreational purposes only.

KRESNAK COURT PARCEL #11: A parcel of land being that part of the Southwest 1/4 of Section 7 and part of the Northwest 1/4 of Section 18; T29N-R6W, described as: Commencing at the 1/4 Corner common to Sections 7 and 18; thence S1deg35'31"W, 657.58 feet along the North-South 1/4 line of Section 18; thence N89deg19'53"W, 658.50 feet to the Place of Beginning; thence N89deg30'20"W, 658.54 feet to the West 1/8 line of Section 7; thence N1deg08'43"E, 655.98 feet along said 1/8 line to the Section line common to Sections 7 and 18; thence N1deg15'11"E, 5.02 feet; thence S89deg27'31"E, 661.10 feet; thence S1deg22'07"W, 660.50 feet to the Place of Beginning. Containing 10.01 acres of land. Together with and subject to a 66 foot wide Private Road Easement for the ingress and egress and the installation and maintenance of public and private utilities as described by Survey recorded in Liber 396, Page 630, Antrim County Records. Subject to all other easements, restrictions and reservations of record and excluding all gas, oil and mineral rights. The above-described property is to be used for residential and recreational purposes only.

KRESNAK COURT PARCEL #12: A parcel of land being that part of the Northwest 1/4 of Section 18, T29N-R6W, described as: Commencing at the 1/4 Corner of Section 18; thence S1deg35'31"W, 657.58 feet along the North-South 1/4 line of Section 18; thence N89deg19'53"W, 658.50 feet to the Place of Beginning; thence S1deg22'07"W, 663.64 feet to the South 1/8 line of Section 18; thence N89deg30'47"W, 655.95 feet along said 1/8 line to the West 1/8 line of Section 18; thence N1deg08'43"E, 663.70 feet along said 1/8 line; thence S89deg30'20"E, 658.54 feet to the Place of Beginning. Containing 10.01 acres. Together with and subject to a 66 foot wide Private Road Easement for the ingress and egress and the installation and maintenance of public and private utilities as described by Survey recorded in Liber 396, Page 630, Antrim County Records. Subject to all other easements, restrictions and reservations of record and excluding all gas, oil and mineral rights. The above-described property is to be used for residential and recreational purposes only.

(NOT A BOUNDARY SURVEY)



EASEMENT DESCRIPTION:

A 66 feet wide Easement, to be used in common by the parties thereto, their heirs and assigns for ingress and egress, said Easement located within the Southwest 1/4 of Section 7 and the Northwest 1/4 of Section 18, T29N-R6W, Mancelona Township, Antrim County, Michigan, said Center line described as Commencing at the Southwest corner of Section 18; thence S89°32'30"E 1928.24 feet along the East-West 1/4 line of Section 18 to the Place of Beginning; thence N1°22'07"E 1324.21 feet along the Centerline of said Easement; thence N16°56'56"W 105.00 feet along said Centerline; thence N1°22'07"E 1219.14 feet along said Centerline; thence N1°21'19"E 659.00 feet along said Centerline to the Place of Ending at the Center of a 50 feet radius turn-a-round.

"▲" DENOTES LIMITS OF COURSES WITHIN THE EASEMENT DESCRIPTION AND ARE NOT NECESSARILY POINTS "SET."

LEGEND: SCALE: 1" = 500' 0' 250' 500' 1000'

"O" DENOTES 1/2" IRON SET. "●" DENOTES CORNER FOUND. "R" DENOTES "RECORDED AS". BEARING SOURCE: PRIOR SURVEY RLS OUTLINE

LOCATION: SW-NW 1/4, SECTION 7/18, T29N-R6W, MANCERONA TWP, ANTRIM CO., MICHIGAN.

CLIENT: BIEHL REALTY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 1/10,000

BY: Beryl M. Jones DATE: 8/20/93
BERYL M. JONES, LS P.O. BOX 585, MANCERONA, MI. 49659

FIELD BOOK NO. 1000, PAGES 1 THRU 1

