

**PRIVATE ROAD MAINTENANCE AGREEMENT**

THIS PRIVATE ROAD MAINTENANCE AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Lodi Township, a Michigan municipal corporation (“Township”) whose address is, 3755 Pleasant Lake Road, Michigan 48103, and Toll Northeast V Corp., a Delaware corporation (“Developer”), whose address is 26200 Town Center Drive, Suite 200, Novi, MI.

**RECITALS**

A. Developer is the developer of certain property located in Lodi Township, Washtenaw County, as more particularly described on Exhibit A attached hereto and made a part hereof (“Property”).

B. The Property is subject to a Consent Judgment dated February 13, 2007 (“Original Consent Judgment”), as thereafter interpreted in an Order Denying Motion for Order to Show Cause entered by the Court on June 29, 2021, and as amended by First Amendment to Consent Judgment dated October 30, 2023 (“First Amendment” and together with the Original Consent Judgment, “Consent Judgment”), which provide for the development of the Property as a single family residential development (“Project”) as more particularly set forth in the “Area/Preliminary Site Plan” attached as Exhibit C to the First Amendment and the conditions of approval attached as Exhibit D to the First Amendment (collectively, “Preliminary Approval”).

C. The Project shall be served by a private roadway system (“Road Improvements”) which shall be constructed in accordance with the Preliminary Approval and final design standards approved by the Township (“Final Approvals”).

D. The Project shall be developed as a residential site condominium according to the provisions of the Condominium Act, Act 59 of the Public Acts of 1978, as amended, and Township ordinances (“Condominium”) and the Condominium shall be operated by a condominium association (“Association”) whose members shall consist of all of the owners of units or lots within the Condominium (“Owners”).

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E. The Developer is responsible for the construction of the Road Improvements, and for the maintenance, repair and replacement of all Road Improvements until the Road Improvements have been completed and inspected and approved by the Township at which time, responsibility for maintenance, repair and replacement may shall be assigned to, and assumed by the Association on behalf of the Owners.

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F. The Township requires this Agreement to be entered into to provide for the construction, maintenance, repair and replacement of the Road Improvements and to provide the Township an easement for the maintenance, inspection, repair and replacement of the Road Improvements in the event the Road Improvements are not properly constructed, maintained, repaired or replaced.

G. This Agreement is exempt from county and state transfer taxes under MCL 207.505(a) and MCL 207.526(a) respectively as the consideration is less than \$100.00.

Now, therefore, the parties agree as follows:

1 Incorporation by Reference. The foregoing recitals are incorporated into this Agreement and agreed to be binding as if set forth in full in the body of this Agreement.

2 Reservation and Grant of Easements.

2.1 Developer establishes and reserves to itself the Association, the Owners and their respective tenants, occupants, guests and invitees, -and Township representatives, including fire, police and emergency service providers, and other governmental authorities with jurisdiction over the Property, the Condominium or any portion thereof, but not the public at large, an easement for the purposes of vehicular and pedestrian access, ingress and egress over and across the Road Improvements, at all times.

2.2 Developer grants to the Township, its employees, agents, consultants and contractors, a perpetual easement to enter in and over the Road Improvements and such portions of the Property as is reasonably necessary for inspection, use, maintenance and repair of the Road Improvements (the "Township Maintenance Easement"). Notwithstanding the foregoing, the Township has no obligation to perform any maintenance or enforcement activities related to the Road Improvements.

2.3 The easements granted pursuant to this Agreement shall burden the Property and shall run with the Property, and the easements granted pursuant to this Agreement shall inure to the benefit of, and shall be binding upon, the Developer, the Association, the Owners and their respective tenants, occupants, guests and invitees, and the Township and its respective successors, transferees and assigns, but not the public at large.

~~2.3.2.4~~ Developer acknowledges that an ingress/egress easement has already been provided for access to Waters Road over the Road Improvements on Arbor Preserve—South for the benefit of property adjacent to south and west of Arbor Preserve—South (more particularly described as Parcel No. M-13-01-300-013), as depicted on Sheet 37 of the Final Site Plan for Arbor Preserve—South.

3 Construction of the Road Improvements; Repair and Maintenance of the Easement Parcels and Road Improvements.

3.1 Developer shall, at its sole cost and expense, construct the Road Improvements in accordance with the Final Approvals and permits issued pursuant to the Final Approvals.

3.2 If not already established, Developer shall establish the Association to provide for the ongoing maintenance, repair and replacement of all Road Improvements. Once the Road Improvements have been completed and inspected and approved by the Township, the Association shall be responsible for maintenance, repair and replacement of all Road Improvements and be responsible for assessment and collection from the Owners of sums necessary to pay for the maintenance, repair and replacement of all Road Improvements.

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3.3 Maintenance of the Road Improvements shall include, but is not limited to, grading, dust control, filling in and repairing cracks, potholes or other holes, removal of fallen trees and debris, resurfacing, snow plowing and removal, installation and maintenance of required

signage, and improvements to provide for surface water runoff drainage systems. Maintenance and improvements to the Road Improvements must at all times, at a minimum, meet the required standards and specifications of the ordinances of the Township in effect from time to time.

4 Enforcement by the Township.

4.1 This Agreement is enforceable by the Township, its successors, assigns or transferees and shall be binding on Developer until the Road Improvements have been completed, inspected and approved by the Township, and thereafter, the Association, and the Owners and their respective successors, assigns, agents and transferees.

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4.2 Following written notice having been delivered to the Developer, or the Association after the Road Improvements have been completed and inspected and approved by the Township, the Township and its consultants, contractors, engineers, agents and employees are authorized to enter the Property to inspect the Road Improvements. If for any reason, the Road Improvements are not maintained in accordance with the standards set forth in Township ordinances, the Township may serve written notice of such failure upon the Developer or the Association after the Road Improvements have been completed and inspected and approved by the Township. Such written notice shall contain a clear description of the failure(s) in maintenance, a demand that the deficiencies of maintenance, repair and replacement and an opportunity to cure such failure to maintain within a stated reasonable time period. If such work is not properly performed within the time required, the Township through its consultants, contractors, engineers, agents and employees may, but is not required to, enter upon any portion of the Property as is reasonably necessary in order to undertake such maintenance, repair or replacement of the Road Improvements as the Township, in its sole discretion, deems necessary, in accordance with sound construction standards, and to bill the Developer, or once the Road Improvements have been completed and inspected and approved by the Township, the Owners through the Association, for the cost incurred plus reasonable interest on unpaid amounts after 30 days from the date of invoice. If such invoice is not paid within 30 days from the date of invoice, the amount invoiced shall be a lien on each Owner's unit or lot and may be collected by the Township in a collection suit or as delinquent taxes, and foreclosed upon in the same manner as delinquent taxes. If suit is initiated by the Township, the Developer or the Association after the Road Improvements have been completed and inspected and approved by the Township, the Association and Owners, shall pay all of the Township's reasonable legal fees and costs. In addition, the Township shall have the right, but not the obligation, to establish a Special Assessment District, and authorize improvements within the Special Assessment District for the Road Improvements. The Township, is authorized to proceed under Public Act 246 of 1945, as amended, Act 139 of 1972, as amended, Act 116 of 1923, as amended, and Act 188 of 1954 to establish Special Assessment Districts and levy special assessments upon the units or lots owned by each Owner to fulfill the obligations, and maintain, repair and replace the Road Improvements to the extent not properly maintained, repaired and replaced as provided in the notice previously delivered by the Township. The Developer shall provide in the master deed for the Condominium that by taking title to a unit, each Owner has irrevocably agreed that the Township, may establish the foregoing Special Assessment District. The choice of remedy shall be at the sole option of the Township and the election of one remedy shall not waive the use of any other remedy.

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5 Other Terms and Provisions.

- 5.1 The provisions of this instrument may be amended only in writing with the prior written consent of the Township and Developer until the Road Improvements have been completed and inspected and approved by the Township after which point in time, the prior written consent of the Township and the Association, only, and in no event shall the separate consent of the Owners be required. Any amendment to this Agreement shall be recorded in the Washtenaw County Records.
- 5.2 The laws of the State of Michigan shall govern the interpretation, validity, performance and enforcement of this Agreement. Invalidation of any provision of this Agreement by judgment or court order shall not affect the validity of any other provision, which shall remain in full force and effect.
- 5.3 Developer agrees, for itself and all successors and assigns, that at any such time that it becomes necessary or appropriate for the Road Improvements to be dedicated to public use under the control or jurisdiction of the Township or the Washtenaw County Road Commission, Developer, the Association, shall be bound by this Agreement and agree to deed or convey whatever title interest they have in the Road Improvements to the Township or Washtenaw County Road Commission without additional compensation. In the event of dedication and acceptance by the Township or the Washtenaw County Road Commission, this Agreement shall be deemed null and void and of no further force or effect.
- 5.4 This Agreement shall be recorded with the Washtenaw County Register of Deeds, shall constitute covenants running with the land, and shall be binding on all the parties, their heirs, agents, successors and assigns and all subsequent purchasers, including, but not limited to, the Association and the Owners. The Developer shall have no liability for any obligation under this Agreement arising after the date the Road Improvements have been completed and inspected and approved by the Township after which time, the Association and Owners shall be liable for the obligations arising under this Agreement.
- 5.5 No Owner may exempt himself from liability for his contribution towards the expenses of administration by waiver of the use or enjoyment of the roadway or easement or by abandonment of his parcel.
- 5.6 If any of the terms, provisions, or covenants of this Agreement are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify or impair in any other manner whatsoever the other terms, provisions and covenants of this Agreement.

*[signatures on following pages]*

[Signature page to Barton Ridge Private Road Maintenance Agreement]

DEVELOPER/DEVELOPER

TOLL NORTHEAST V CORP,  
a Delaware Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ss.  
COUNTY OF WASHTENAW    )

Acknowledged to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of Toll Northeast V Corp, a Delaware Corporation, on behalf of the corporation.

\_\_\_\_\_, Notary Public  
State of Michigan, County of Washtenaw  
My Commission Expires: \_\_\_\_\_

[signature of Township on following page]

[Signature page to Arbor Preserve Private Road Maintenance Agreement]

TOWNSHIP

Lodi Township,  
a Michigan municipal corporation

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN                    )  
  ss.  
COUNTY OF WASHTENAW )

Acknowledged to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_,  
the \_\_\_\_\_ of LODI TOWNSHIP, a Michigan municipal corporation, on behalf of the  
Township.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Michigan, County of Washtenaw  
My Commission Expires: \_\_\_\_\_

**DRAFTED BY AND WHEN  
RECORDED RETURN TO:**  
Kenneth J. Clarkson, Esq.  
Taft Stettinius & Hollister LLP  
27777 Franklin Road, Suite 2500  
Southfield, MI 48034

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**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

~~126896.000001 4917-5458-3142.1 125831-000007 4926-1025-4949.1~~

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