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REGISTER OF DEEDS

2017 DEC 13 PM 12:58

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LIBER 51381 PAGE 377
\$26.00 MISC RECORDING
\$4.00 REMONUMENTATION
12/13/2017 02:42:50 P.M. RECEIPT# 147359
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

**Second Amendment To Reciprocal Easement Agreement
(Roadway Maintenance)**

This Second Amendment To Reciprocal Easement Agreement ("Second Amendment"), made this 30th day of October, 2017, by and between Wabeek On The Lake Condominium Association ("Wabeek I") and Wabeek On The Lake Condominium Phase II Association ("Wabeek II").

Witnesseth That:

Whereas, a Reciprocal Easement Agreement was entered into between the predecessors in interest of the parties hereto on March 9, 1982 and was recorded March 26, 1982 in Liber 8163, Page 468 Oakland County Records and subsequently amended by those parties under the Amendment To Reciprocal Easements Agreement entered into by them on June 18, 1982 and recorded on September 24, 1982 in Liber 8246, Page 517 Oakland County Records (hereinafter collectively referred to as "Easement Agreement").

Whereas, the Easement Agreement provides, in part, that the owners of Parcel A (Wabeek I) grant the owners of Parcel B (Wabeek II) a permanent and perpetual easement for ingress and egress in, on, over, across and through the roadway on Parcel A which roadway is described on Exhibit C attached hereto.

Whereas, the Easement Agreement provides, in part, that the owners of Parcel B (Wabeek II) grant the owners of Parcel A (Wabeek I) a permanent and perpetual easement for ingress and egress in, on, over, across and through the roadway on Parcel B which roadway is described on Exhibit D attached hereto.

Whereas, the roadway described on Exhibit C is a "General Common Element" of Wabeek On The Lake Condominium, the successor in interest of Parcel A and the roadway described on Exhibit D is a "General Common Element" of Wabeek On The Lake Condominium Phase II, the successor in interest of Parcel B. Both roadways together are hereinafter collectively referred to as the "Roadway" and are more commonly known as "Alexander Drive."

Whereas, the Easement Agreement does not provide for the shared maintenance or repair of the Roadway by the owners of Parcel A and B.

Whereas, it is the mutual desire of the parties hereto to establish a method for the maintenance, repair and replacement of the Roadway and for the apportionment of the expense of such maintenance, repair and replacement in perpetuity.

Now, therefore, in consideration of the covenants herein contained the parties agree to the following:

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1. The above stated recitals are incorporated into this Second Amendment as if they are fully set forth herein, word for word.
2. Wabeek I is responsible for the maintenance, repair and replacement of that portion of the Roadway described on Exhibit C, and Wabeek II is responsible for the maintenance, repair and replacement of that portion of the Roadway described on Exhibit D. Each respective Board has the authority under its Condominium's governing documents to complete maintenance, repair and replacement of the roadway within its Condominium without the approval of the Co-owners.
3. Minor Repairs include any maintenance, repair or replacement, the cost of which does not exceed \$5,000.00 in any one year period. Minor Repairs shall include, but not be limited to, reasonable maintenance work and road improvements to adequately maintain the Roadway and related drainage facilities to permit all weather access in a good operating condition at all times and to insure the provision of safe access by emergency vehicles, which may consist of filling of holes, repairing cracks, minor repairs to the roadbed, repairing and maintaining drainage structures, removing debris, maintaining any signs, markers, striping and lighting, if any, and other work reasonably necessary or proper to repair and preserve the Roadway such as survey fees, consultants, engineers, and contractors. The parties agree that the cost of "Minor Repairs" to any portion of the Roadway will be allocated 50% to Wabeek I and 50% to Wabeek II.
4. Major Repairs include any maintenance, repair or replacement, the cost of which is reasonably expected to exceed \$5,000.00 in any one year period. Major Repairs shall include, but not be limited to, resurfacing the Roadway or significant repairs to the roadbed. The parties agree that the cost of "Major Repairs" will be allocated 43% to Wabeek I and 57% to Wabeek II.
5. All costs allocated under this agreement shall be expenses of administration of the respective Condominium Association.
6. If either board gives notice to the other that repairs are necessary, the respective Boards of Directors of the Associations shall meet jointly. If the Boards determine the repairs are reasonably necessary, they shall work together to agree upon a contractor or contractors to complete the necessary repairs. In the event either association unreasonably withholds approval of the repairs or of the contractor, the dispute may, upon agreement of the parties, be submitted to arbitration pursuant to MCL 691.1681, The Michigan Uniform Arbitration Act or, if the parties do not agree to arbitration, may be submitted to the Oakland County Circuit court.
7. Except as herein modified by this Second Amendment, the Easement Agreement is hereby ratified and shall remain in full force and effect, be binding upon, and inure to the benefit of the parties hereto and their respective successors, assigns and constitutes a covenant running with the land.

In Witness whereof, the parties hereto have executed this Second Amendment to Reciprocal Agreement the first day and year above written.

SIGNATURES ARE ON PAGE

Wabeek on The Lake Condominium Association
a Michigan non-profit corporation

By: _____

W. Kramer 11/22/17
PRESIDENT AUGUST HOFBAUER

Wabeek on The Lake Condominium Phase II Association
a Michigan non-profit corporation

By: _____

[Signature]
President ^{its} Fredrick Simon

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 22nd day of November 2017, before me, a Notary Public, personally appeared
August Hofbauer, the President of Wabeek on The Lake Condominium
Association, a Michigan non-profit corporation, on behalf of the Association.

[Signature]
Notary Public, Oakland County, acting in Oakland County
State of Michigan
My commission expires: 01/24/2020

TINA M. SIGLER
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 24, 2020
Acting in the County of Oakland

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 30th day of October 2017, before me, a Notary Public, personally appeared
Fredrick Simon, the President of Wabeek on The Lake Condominium Phase II
Association, a Michigan non-profit corporation, on behalf of the Association.

[Signature]
Notary Public, Oakland County, acting in Oakland County
State of Michigan
My commission expires: May 11, 2023

Drafted by and when recorded return to:
Jay N. Siefman (P20425)
320 Martin, Suite 120
Birmingham, Michigan 48009
248-851-2288

LADA H. SHATHAYA
Notary Public, State of Michigan
County of Oakland
My Commission Expires May. 11, 2023
Acting in the County of Oakland

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DEER 8163 PAGE 473

EXHIBIT A

LEGAL DESCRIPTION FOR PARCEL A

Property situated in the Township of Bloomfield, County of Oakland and State of Michigan, more particularly described as:

A part of the N.E. 1/4 of Section 18, T-2-N., R-10-E., Bloomfield Township, Oakland County, Michigan, more particularly described as: Commencing at the N.W. corner of said Section 18; thence S. 87° 59' 27" E., 2603.72 feet; thence N. 89° 27' 06" E., 219.38 feet; thence N. 28° 47' 24" E., 4.92 feet; thence S. 87° 12' 19" E., 123.60 feet; thence S. 51° 08' 17" E., 167.00 feet; thence N. 38° 51' 43" E., 226.41 feet to a point on the Westerly Right of Way Line of Wabeek Lake Drive (60' wide) as recorded in "Wabeek Manor" (L. 146, Pages 1 through 4, Oakland County Records); thence the following 3 courses along said R.O.W. Line of Wabeek Lake Drive; (1) S. 11° 09' 47" E., 24.11 feet, and (2) 192.15 feet along a curve to the left, said curve having a radius of 320.55 feet, central angle of 34° 20' 46" and long chord bearing S. 28° 20' 10" E., 180.20 feet, and (3) S. 43° 30' 32" E., 13.00 feet; to the point of beginning; thence continuing along said R.O.W. Line of Wabeek Lake Drive, the following 5 courses; (1) S. 45° 30' 32" E., 225.61 feet; and (2) 136.39 feet along a curve to the right, said curve having a radius of 200.00 feet, central angle of 39° 04' 21" and long chord bearing S. 25° 58' 22" E., 133.78 feet; and (3) 232.16 feet along a curve to the right, said curve having a radius of 225.00 feet, central angle of 59° 07' 10" and long chord bearing S. 23° 07' 22" W., 222.00 feet; and (4) 144.27 feet along a curve to the left, said curve having a radius of 236.06 feet, central angle of 35° 00' 57" and long chord bearing S. 35° 10' 28" W., 142.03 feet; and (5) S. 17° 40' 00" W., 105.00 feet; thence N. 80° 38' 38" W., 103.02 feet to a point "B", said point being S. 80° 38' 38" E., 20 feet more or less from a point on the water's edge of Wabeek Lake; thence along the water's edge of said Wabeek Lake 370 feet more or less, said water's edge being approximately defined by the following traverse line: Commencing at the previously described Point "B"; thence N. 11° 50' 00" E., 110.03 feet; thence N. 54° 51' 31" W., 91.94 feet; thence N. 54° 37' 45" W., 197.35 feet; thence N. 52° 08' 51" W., 6.00 feet to the point of ending of said traverse line; thence N. 38° 20' 00" E., 215.02 feet; thence along a curve to the left 28.05 feet, said curve having a radius of 348.50 feet, central angle of 04° 36' 41" and long chord bearing N. 43° 29' 30" W., 28.04 feet; thence N. 43° 48' 06" E., 271.13 feet to the point of beginning, and containing 4.63 acres more or less.

NKA:

Wabeek on the Lake Condo

OCCLP#355

19-18-201-000-ent

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LIBER 8163 PAGE 474

EXHIBIT B

LEGAL DESCRIPTION FOR PARCEL B

Property situated in the Township of Bloomfield, County of Oakland,
State of Michigan, more particularly described as:

A part of the N.E. 1/4 of Section 18 and a part of the S.E. 1/4 of Section 7, T-2-N., R-10-E., Bloomfield Township, Oakland County, Michigan, more particularly described as: Commencing at the Northwest corner of said Section 18; thence S. 87° 50' 27" E., 2603.72 feet; thence N. 89° 27' 06" E., 219.38 feet; thence N. 28° 47' 24" E., 4.92 feet to the point of beginning; thence S. 87° 12' 10" E., 123.60 feet; thence S. 51° 08' 17" E., 167.00 feet; thence N. 38° 51' 43" E., 226.41 feet; to a point on the Westerly R.O.W. Line of Wabeek Lake Drive (60' wide) as recorded in "Wabeek Manor" (L. 146, pages 1 through 4) Oakland County Records; thence the following 3 courses along said Westerly R.O.W. Line of Wabeek Lake Drive; (1) S. 11° 09' 47" E., 24.11 feet, and (2) 192.15 feet along a curve to the left, said curve having a radius of 320.55 feet, central angle of 34° 20' 48" and long chord bearing S. 28° 20' 10" E., 189.20 feet, and (3) S. 45° 30' 32" E., 21.00 feet; thence S. 43° 48' 08" W., 271.13 feet; thence S. 41° 11' 09" E., 5.37 feet; thence 28.05 feet along a curve to the left, said curve having a radius of 348.50 feet, central angle of 04° 36' 41" and long chord bearing S. 43° 29' 30" E. 28.04 feet; thence S. 38° 20' 00" W., 215.02 feet; to a point "A", said point being N. 38° 20' 00" E., 30 feet, more or less from a point on the water's edge of Wabeek Lake; thence along the water's edge of said Wabeek Lake, 450 feet more or less, said water's edge being approximately defined by the following traverse line: Commencing at the previously described Point "A"; thence N. 52° 08' 51" W., 191.54 feet; thence continuing N. 52° 46' 13" W., 88.00 feet; thence N. 80° 13' 38" W., 179.01 feet to the point of ending of said traverse line; thence N. 28° 47' 24" E., 401.55 feet to the point of beginning and containing 4.87 acres, more or less.

NKA:

Wabeek on the Lake Condo
Phase II

OC4#384

19-18-201-DDD ent

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MARCH 26 82

LIBER 8163 PAGE 475

EXHIBIT C

LEGAL DESCRIPTION FOR INGRESS -
EGRESS EASEMENT OVER PARCEL A

Property situated in the Township of Bloomfield, County of Oakland,
State of Michigan, more particularly described as:

A part of the Northeast 1/4 of Section 18, T-2-N., R-10-E., Bloomfield Township, Oakland County, Michigan, more particularly described as: Commencing at the Northwest corner of said Section 18; thence S. 87° 59' 27" E., 2603.72 feet; thence N. 89° 27' 06" E., 219.38 feet; thence N. 28° 47' 24" E., 4.02 feet; thence S. 87° 12' 19" E., 123.60 feet; thence S. 51° 08' 17" E., 167.00 feet; thence N. 38° 51' 43" E., 228.41 feet to a point on the Westerly right of way line of Wabbeek Lake Drive (60' wide) as recorded in "Wabbeek Manor" (Liber 146, Pages 1 through 4, Oakland County Records); thence the following 5 courses along said right of way line of Wabbeek Lake Drive; (1) S. 11° 09' 47" E., 24.11 feet, and (2) 192.15 feet along a curve to the left, said curve having a radius of 320.55 feet, central angle of 34° 20' 46" and long chord bearing S. 28° 20' 10" E., 189.29 feet, and (3) S. 45° 30' 32" E., 246.61 feet, and (4) along a curve to the right said curve having a radius of 200 feet central angle of 39° 04' 21" and long chord bearing S. 25° 58' 22" E., 133.76 feet, and (5) along a curve to the right 138.88 feet said curve having a radius of 225.0 feet central angle of 35° 21' 56" and long chord bearing S. 11° 14' 45" W., 136.69 feet to the point of beginning; thence continuing along said line along a curve to the right 33.03 feet; said curve having a radius of 225 feet, central angle of 08° 24' 40" and long chord bearing S. 33° 08' 03" W., 33.00 feet; thence along a curve to the left 37.01 feet, said curve having a radius of 58.04 feet; central angle of 35° 58' 40" and long chord bearing N. 75° 28' 42" W., 36.40 feet; thence S. 86° 34' 00" W., 20.64 feet; thence along a curve to the right 55.21 feet; said curve having a radius of 86.50 feet; central angle of 36° 34' 00" and long chord bearing N. 75° 09' 00" W., 54.27 feet; thence N. 56° 52' 00" W., 235.15 feet; thence along a curve to the right 70.31 feet, said curve having a radius of 381.50 feet, central angle of 10° 33' 36" and long chord bearing N. 51° 35' 12" W., 70.21 feet; thence N. 38° 20' 00" E., 33.16 feet; thence along a curve to the left 67.33 feet, said curve having a radius of 348.50 feet, central angle of 11° 04' 10" and long chord bearing S. 51° 19' 55" E., 67.22 feet; thence S. 56° 52' 00" E., 235.15 feet; thence along a curve to the left, 34.14 feet, said curve having a radius of 53.50 feet, central angle of 38° 34' 00" and long chord bearing S. 75° 09' 00" E., 35.57 feet; thence N. 86° 34' 00" E., 20.64 feet; thence along a curve to the right 58.07 feet, said curve having a radius of 91.94 feet, central angle of 36° 11' 22" and long chord bearing S. 75° 20' 20" E., 57.11 feet to the point of beginning.

LMBc/4

*falls within
Wabbeek on the Lake Condo
OCCP # 355
19-K-201-000-ent*

MARCH 26 82

LIBER 8163 PAGE 176

EXHIBIT D

LEGAL DESCRIPTION FOR INGRESS -
EGRESS EASEMENT OVER PARCEL B

Property situated in the Township of Bloomfield, County of Oakland and
State of Michigan, more particularly described as:

A part of the Northeast 1/4 of Section 18 and a part of
the Southeast 1/4 of Section 7, T-2-N., R-10-E.,
Bloomfield Township, Oakland County, Michigan, more
particularly described as: commencing at the Northwest
corner of said Section 18; thence S. 87° 59' 27" E.,
2603.72 feet; thence N. 89° 27' 06" E., 219.38 feet;
thence N. 28° 47' 24" E., 4.02 feet; thence S. 87° 12' 19"
E., 123.60 feet; thence S. 51° 08' 17" E., 167.00 feet;
thence N. 38° 31' 43" E., 226.41 feet; to a point on the
westerly right of way line of Wabeek Lake Drive (60'
wide) as recorded in "Wabeek Manor" (Liber 146, pages 1
through 4) Oakland County Records; thence the following
3 courses along said westerly right of way line of Wabeek
Lake Drive: (1) S. 11° 09' 47" E., 24.11 feet, and (2)
192.15 feet along a curve to the left, said curve having a
radius of 320.55 feet, central angle of 34° 20' 46" and
long chord bearing S. 28° 20' 10" E., 189.20 feet, and
(3) S. 45° 30' 32" E., 21.00 feet; thence S. 43° 48' 06"
W., 271.13 feet; along the line between Parcel A and B,
to the point of beginning; thence S. 41° 11' 09" E., 5.37
ft; thence along a curve to the left 28.05 feet said curve
having a radius of 318.50 feet, central angle of 04° 36'
41" and long chord bearing S. 43° 29' 30" E., 28.04 feet
thence S. 38° 20' 00" W., 33.16 feet; thence along a
curve to the right 34.10 feet, said curve having a radius
of 381.50 feet, central angle of 05° 07' 15" and long
chord bearing N. 43° 44' 48" W., 34.09 feet; thence N.
41° 11' 00" W., 78.16 feet; thence along a curve to the
right 29.04 feet, said curve having a radius of 303.00
feet, central angle of 05° 29' 31" and long chord bearing
N. 38° 26' 24" W., 29.03 feet; thence along a curve to
the right 27.18 feet, said curve having a radius of 119.44
feet, central angle of 13° 02' 26" and long chord bearing
N. 42° 12' 51" W., 27.13 feet; thence N. 48° 44' 04" W.,
17.50 feet; thence along a curve to the right 115.02 feet,
said curve having a radius of 255.0 feet, central angle of
25° 50' 38" and long chord bearing N. 35° 48' 45" W.,
114.05 feet; thence N. 04° 43' 49" W., 46.50 feet; thence
N. 57° 39' 09" E., 71.02 feet, thence S. 51° 37' 05" E.,
128.85 feet; thence S. 11° 24' 40" W., 111.20 feet; thence
S. 15° 56' 43" E., 21.31 feet; thence S. 41° 11' 09" E.,
72.70 feet to the point of beginning.

*Falls within
Wabeek on the Lake Condo
Phase II
occ # 384
19-18-201-000 ent*

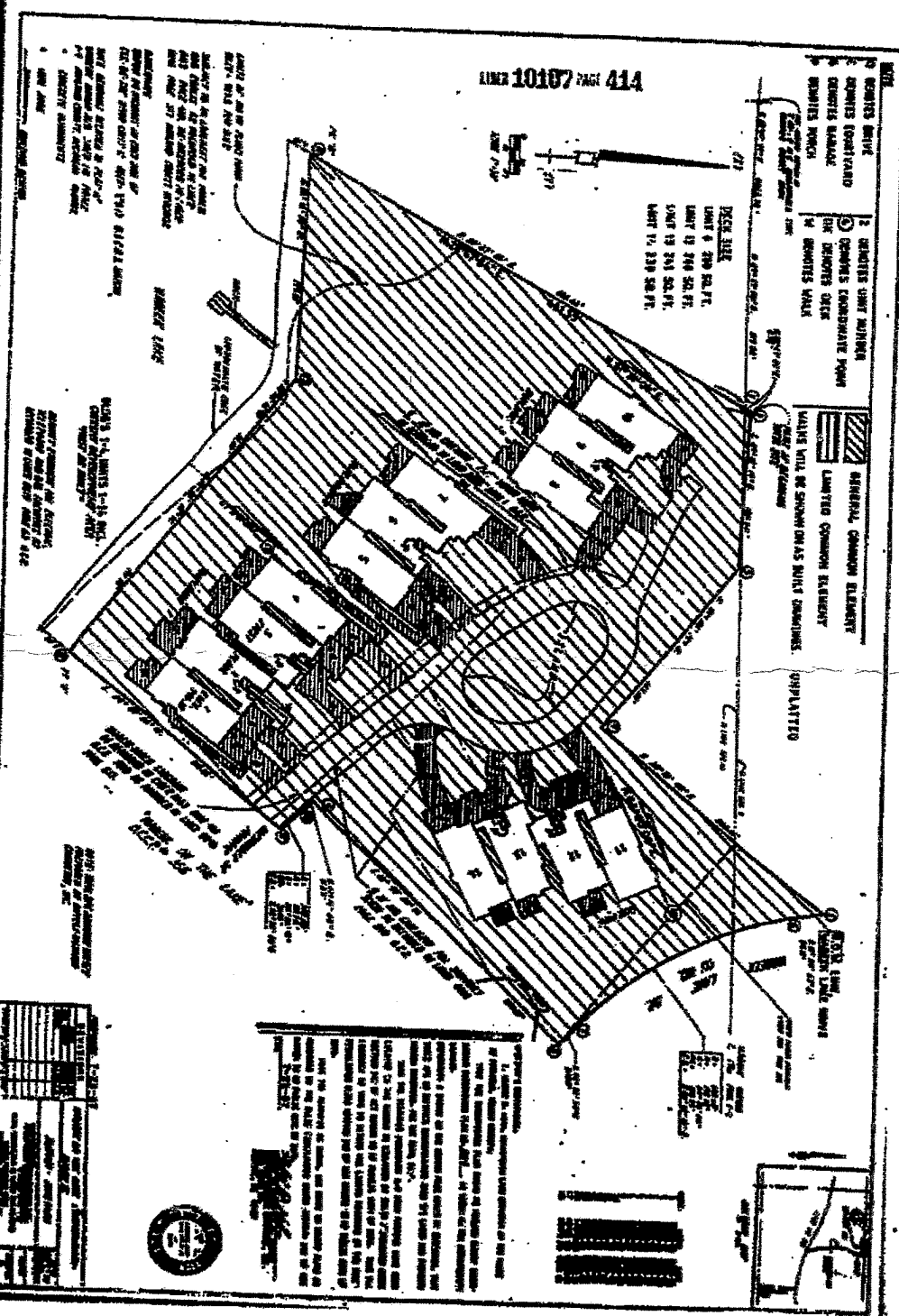
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LINER 10107 PAGE 414



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OAKLAND COUNTY REGIS
1200 N TELEGRAPH RD BLDG 12
PONTIAC, MI 48341-1832
248-858-0766

Sale

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MASTERCARD

Entry Method: Chip

2017
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Amount: \$ 30.00
Tax: \$ 0.00
Total: \$ 30.00

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AMOUNT

Inv #: 000000011
Apprvd: Online

Appr Code: 034619

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Debit MasterCard
AID: A0000000041010
TVR: 80 00 00 80 00
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Customer Copy

THANK YOU!

30.00
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CREDIT CARD PAYMENT:
JAY SIEFMAN

30.00

TOTAL COLLECTED
ALL SALES FINAL - NO REFUNDS
Thank You - Lisa Brown

30.00