

AGREEMENT FOR PRIVATE ROAD EASEMENT **RIGHTS AND RESPONSIBILITIES**

The undersigned, being all of the owners of that real estate described in EXHIBIT A, attached hereafter and incorporated by reference, which abuts a private road easement, ("easement"), commonly known as _____, situated in Brighton Township, Livingston County, Michigan and which is more fully described in Exhibit B, attached hereafter and incorporated by reference, hereby enter into the following agreement for maintenance of the private road.

Section 1: TERMS

This Agreement shall be effective for the life of the easement or as provided by law. This Agreement shall be a covenant running with all of the lands described in EXHIBIT A, and shall irrevocably bind the land and the heirs, assigns, or personal representatives of the undersigned with respect to all of this Agreement's terms and obligations.

Section 2: INTENT

It is the intent of this Agreement to provide an effective and convenient mechanism for the afore described real estate owners to: maintain the easement in a reasonably safe condition, suitable for safe and efficient travel by the undersigned, their guests, governmental agencies, emergency services providers and public utilities. The undersigned agree that the easement shall from time to time require maintenance that could include grading, paving, restoration of the gravel base, restoration of the crown, cleaning or replacement of drainage improvements, maintenance of Livingston County Road Commission approved sight distance, and removal of snow and other hazards to safe travel on the easement.

Section 3: GOVERNMENTAL CONDITIONS

This Agreement shall be in addition to any and all governmental restrictions or requirements that may be applicable to the maintenance and repair of the easement. The parties state and acknowledge that the easement is private and its maintenance is not a public responsibility.

Section 4: EASEMENT DECLARATION

The parties grant, transfer, establish, and declare a nonexclusive, perpetual private road easement for ingress and egress, improved or unimproved, and for the location of public and private utilities, over and across and for the benefit of the parcels described in EXHIBIT A, attached hereto and made a part hereof. The easement is hereby established as an easement for the public for purposes of emergency and other public vehicles.

The parties covenant and agree that each property owner along the easement shall have the unobstructed right of ingress and egress over the easement. The property owners using the easement shall refrain from prohibiting, restricting, limiting or in any manner, interfering with the normal ingress and egress and use by way of the other owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any part of the property and having a need to use the road.

Section 5: VOTING

The owners of the parcels covered by this Agreement shall meet at least once a year to review the condition of the easement and make decisions regarding repair and maintenance as voted on by the owners.

Each parcel of property covered by this Agreement, which has a separate tax code number, assigned by the Assessor for the Township of Brighton, Livingston County, Michigan, shall have one vote for any voting purposes pursuant to this Agreement. The vote for each parcel may be exercised by any owner of that property with preference given to the owner in possession. In the event of any dispute as to whom should properly exercise the vote for a parcel, the parcel shall have no vote until the contesting parties unanimously agree as to whom shall properly exercise the vote for the parcel. Voting for a parcel may be done by written proxy duly witnessed and notarized and dated no sooner than thirty (30) days before the date of voting will take place. A majority of those parcels eligible to vote shall be needed to vote in any action to be taken. Multiple improved parcels with single ownership shall have one (1) vote for each parcel, provided however, that each vote shall constitute a separate share for purposes of the cost of maintenance.

Section 6: MAINTENANCE

1. In order to maintain the easement in a safe condition suitable for safe and efficient travel by the undersigned, their guests, governmental agencies, emergency services providers and public utilities, each parcel owner, from and after the commencement of any construction of any house, building, or other improvement on the parcel ("improved parcel"), is responsible for maintaining and improving the easement.

2. Each improved parcel shall share equally the cost of maintaining and/or improving the easement. The share of the cost shall be based upon the total number of improved parcels.

3. Prior to any costs being incurred for normal maintenance of the easement, a simple majority of the improved parcels shall agree to such normal maintenance being performed and the cost thereof. "Normal maintenance" shall include, but not be limited to, snow removal, grading, regraveling, and repair as necessary, the cost of which shall not exceed Three Thousand and 00/100 (\$3,000.00) Dollars per occurrence.

4. Prior to any costs being incurred for major capital improvements for the easement, a majority of the parcels, improved and unimproved, shall agree to such capital improvements and the cost thereof. "Major capital improvements" shall include, but not be limited to, grading, regarding, paving, repaving and repair, the total cost of which is in excess of Three Thousand and 00/100 (\$3,000.00) Dollars per occurrence. Each parcel shall be liable for one share of the total cost of such improvement, each share being based on the total number of parcels having rights in the easement, each parcel being one share.

5. Any costs incurred for normal maintenance or major capital improvements of the easement as described herein shall be a burden upon the land with a lien therefore against any parcel for which the costs of maintenance or improvements have not been paid by the owner of such parcel. Any such lien shall be attached upon the filing and recording of an affidavit by any two or more owners of the remaining parcels which are subject to and liable for such cost. Such affidavit shall set forth the description of the parcel or property against which the lien is claimed, what the expenditure is for, the total amount of the expenditure, the portion attributable to such parcel or property, and the date or dates of expenditures. A copy of the affidavit shall be sent to the owner or owners of the parcel against which the lien is claimed by regular mail, with postage prepaid, at the owner's last known address.

6. The owner of each parcel shall be separately responsible to repair, and for the costs thereof, of any damage caused to the easement due to extraordinary use. "Extraordinary use" shall include, but is not limited to: movement of construction equipment, moving vans, commercial trucks, or other heavy loads; movement of recreational vehicles, or increased usage not ordinarily consistent with normal passenger vehicle automobile traffic. The owner of such parcel or parcels, whether improved or unimproved, shall not be responsible for repairs or costs until such time as the easement is used by them or construction is commenced on their parcel. In the event that any owner or their agents, employees or guests cause the type of damage described herein and fail to make the necessary repairs within ninety (90) days, the remaining parcel owners may do so after notice to such owner, and any costs so expended shall be a burden upon the land of such owner with a lien enforceable as set forth herein.

7. In the event Brighton Township determines that the easement is not being

properly constructed, repaired or maintained, the Township shall serve written notice upon the owner, the road maintenance manager (if one is appointed) or any subsequent owners of the parcels, setting forth the manner in which they have failed to construct, repair or maintain the easement in reasonable condition and order. The notice shall include a demand that deficiencies in the construction, repair or maintenance be cured within fifteen (15) days. If the deficiencies set forth in the notice are not cured within said fifteen (15) day period, the Township may enter upon the described property and the easements to construct, repair or maintain same, and assess the cost of such maintenance, including any related administrative expenses and attorney fees, to the owners of the parcels. The Township may add to the actual cost of construction, repair and maintenance a sum of twenty-five (25%) percent to cover the costs of servicing this Agreement. All construction, repair and maintenance assessments shall be due and payable upon receipt. Any assessment not paid within thirty (30) days shall bear interest at the rate of one and one-half (1.5%) percent per month until paid.

8. Should deficiencies in the construction, repair, and maintenance of the easement be determined by the Township to constitute an impending and immediate danger to the health, safety and welfare of the public, or a private or public nuisance, the Township shall have the right to take immediate corrective action and summarily abate such danger or nuisance.

9. The Township shall have the right to defray any costs of constructing, repairing and maintaining the easement in accordance with the provisions of Act 188 of Public Acts of 1954, as amended. The undersigned agree that this Agreement shall constitute a petition pursuant to and in accordance with the aforesaid Act 188 and hereby waives any and all hearings, notices of hearings and other requirements preliminary to the establishment of a special assessment district as may be required by the aforesaid Act 188.

10. It is expressly understood that any construction, repair or maintenance assessments provided for herein shall be a lien and encumbrance upon the property with respect to which the assessment is made, which lien may be enforced by the Township in the same manner as enforcement of liens for delinquent sewer or water charges or enforcement of Special Tax Assessments.

Section 7: SUBDIVISION

If any parcels are subdivided, all repair and maintenance charges that would have been levied in respect to the parcels shall be reallocated among all property abutting the easement so that each existing and new parcel share equally in the cost of repair and maintenance. Any costs or expenses relating to the improvement or upgrading of the easement and all other costs resulting from the subdivision shall be borne by the owner of the parcel(s) being subdivided. It shall also be the responsibility of the parcel owner to notify Brighton Township officials, the Livingston County Road Commission, and all other agencies that may have specific requirements or review authority over the proposed subdivision in order to determine the appropriate procedures for subdivision of a parcel.

Section 8: FILING WITH TOWNSHIP

A copy of the executed and recorded agreement shall be filed with the Office of the Township Clerk.

Section 9: SEVERANCE

If any part of this Agreement is determined to be invalid for any reason, then it shall not affect the remaining provisions and the balance of this Agreement shall remain in effect.

Section 10: RECORDING

This Agreement, and any amendments thereto, shall be recorded with the Livingston County Register of Deeds, and shall constitute a covenant running with the land, and the terms hereof shall not be modified or amended, except by written agreement. This Agreement may be amended upon a 75% vote of parcel owners served by the easement, with the consent of Brighton Township.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on the day and year as set forth in their respective acknowledgments. And this agreement, covenant, and restrictions shall be binding upon the undersigned heirs successors, and assigns.

DATED: _____

STATE OF MICHIGAN)
COUNTY OF)
) SS

On this _____ day of _____, 2013, before me, a notary public, personally came the above named person(s) who executed the foregoing agreement and acknowledged the same to be their free act and deed.

_____, Notary Public
_____, County, Michigan

DRAFTED BY AND RETURN TO:
Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114