

ROAD AND UTILITY EASEMENT AND ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 14th day of December by Rex Curtiss and Gary J. Eynon (Grantors), for the use and benefit of all of the present and future owners of Parcels A, B, C, D, E, F, G, hereinafter being more fully described.

WITNESSETH

WHEREAS, Grantors are the legal and equitable owners of seven separate parcels of land in Brandon Township, Oakland County, Michigan, each of which parcels have been surveyed and divided for sale as separate parcels and are identified as Parcels A, B, C, D, E, F, G, on the separate attached legal description and certificates of survey and marked Exhibit A, attached hereto and made a part hereof;

WHEREAS, Grantors desired to grant a private easement and construct a road for roadway purposes and for installation of public utilities serving Parcels A, B, C, D, E, F, G, and for care and maintenance of same,

WHEREAS, the area and legal description of the private easement for roadway purposes and for installation of public utilities is more fully described in Exhibit B attached hereto and made a part hereof;

NOW THEREFORE, Grantors, for a valuable consideration, do hereby grant the following private easement for roadway and for installation and maintenance of public utilities to all present and future owners of Parcels A, B, C, D, E, F, G as described in Exhibit A attached hereto;

1. An easement for private roadway purposes and for installation and maintenance of public utilities, including without limitation, sewer, water, gas, electric, and telephone, is hereby granted across the parcel of land in Brandon Township, Oakland County, Michigan, more fully described in Exhibit B attached hereto, together with the right and privilege to the present and future owners of Parcels A, B, C, D, E, F, G, as described in Exhibit A attached hereto, their heirs, successors, employees, agents, servants, invitees and assigns, to utilize said parcel for ingress and egress to and from such parcels, and for the construction, installation, maintenance, repair, and replacements of a roadway and/or public utilities.

2. No building or other structure shall at any time be constructed upon the easement described in Exhibit B.

3. The present and future owners of Parcels A, B, C, D, E, F, G, shall have the responsibility for maintaining such roadway, including without limitation thereto, maintaining, cleaning, grading, snow removal, insuring proper drainage and other normal road maintenance.

4. The cost of such road maintenance and upkeep shall be paid equally by deed holders and land contract purchasers of Parcels A, B, C, D, E, F, G.

5. If any owner or land contract purchaser shall fail or refuse to pay his or her equal share of the cost of road maintenance and upkeep, then those owners of parcels who have incurred such expense shall have a right of legal action to recover the prorata cost of maintenance and upkeep from that property owner or land contract purchaser failing or refusing to pay his or her equal share of such costs, together with court cost, interest and reasonable attorney fees incurred in maintaining such legal action. Any such legal action shall be maintained in the appropriate court in Oakland County.

6. The rights and obligations of the property owners or land contract purchaser under this Easement shall run with the land and shall be for the benefit of and be binding

upon all present and future interest holders in these parcels:

7. The owners of the parcels shall, by simple majority vote, appoint a representative who shall determine when maintenance is required, solicit bids for work to be performed, authorize work to be performed, transmit billings, collect maintenance fees, and make payment to contractors for work and materials. The representative may be an owner of a parcel, or may be a third party. The representative shall take steps to obtain a reasonable price for work and materials. This representative shall serve until replaced by a new election of the property owners. Such an election may be requested by a minimum of two property owners, who shall serve written notice of the time and place of the election, which shall be no sooner than 20 days from the notice, and shall be at reasonable hours to allow full participation.

8. Should any road maintenance fee be unpaid by one or more property owners for 30 days after notification in person or by mail by the representative, the amount of the fee shall be deemed to be delinquent, and shall constitute a lien against such property and may be recorded with the Register of Deeds as such. From the date of delinquency, interest at the highest lawful rate per annum shall be added to the delinquent balance, and the non-delinquent property owners may bring an action to collect the indebtedness and/or to foreclose the lien. All costs of the action, including attorneys fees, shall be added to any judgment amount.

9. In the event any of the parcels herein shall be split into one or more parcels, all the terms and conditions of this agreement shall become binding upon the new parcels thus created.

IN WITNESS WHEREOF, this easement has been executed on the date and dated first above written.

Rex Curtiss
Rex Curtiss

12-19-88
Date

Gary J. Eynon
Gary J. Eynon

12-19-88
Date

Michael K. Uore
(Witness)

12-19-88
Date

Nancy L. Caruso
(Witness)

12-19-88
Date

STATE OF MICHIGAN)

)ss

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14th day of December 1988, by Rex Curtiss and Gary J. Eynon.

Nancy L. Caruso

Nancy L. Caruso Notary Public,

Oakland County, Michigan

My commission expires November 21, 1989