

RECORDED

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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

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RECIPROCAL EASEMENT AGREEMENT
PRIVATE WATER AND SEWER EASEMENT
ROAD ACCESS

THIS RECIPROCAL EASEMENT AGREEMENT, made and entered into this 10th day of August, 2000, by and between Daniel F. Lowe, a single man, whose address is 2441 Norton Road, Howell, Michigan 48843, ("Party A"), and Melvin E. Gillett, Trustee UAD April 17, 1991, and Susan K. Gillett, Trustee UAD April 17, 1991, each the holder of an undivided one half interest as tenants in common (collectively "Party B").

WITNESSETH

WHEREAS, Party A owns a certain parcel of land located in the Township of Marion, County of Livingston and State of Michigan ("Parcel A") legally described on the attached Exhibit A; and

WHEREAS, Party B are the owners of a certain parcel of land ("Parcel B") abutting Parcel A, which is legally described on the attached Exhibit B; and

WHEREAS, the parties wish to provide each other with easement rights which will enable them to share use of a Private Water and Sewer Easement and Road Access to their respective parcels of land:

NOW, THEREFORE, it is agreed as follows:

1. Party A does hereby grant to Party B, their successors and assigns, a perpetual non-exclusive easement and right-of-way for sewer and water purposes, including the perpetual right to enter upon the real estate hereinafter described and the surrounding property as may reasonably be necessary at any time they may see fit and to construct, operate, repair, replace and maintain underground sanitary sewers and water mains, including necessary accessories, across, through and under the lands hereinafter described, together with the right to evacuate and fill ditches and/or trenches for the location of said sewers and water mains and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location construction and maintenance of said sewers or water mains in, over and upon the following parcel of land located in the township of Marion, County of Livingston and State of Michigan, described as follows:

DESCRIPTION OF 30 FOOT WIDE NON EXCLUSIVE PRIVATE EASEMENT FOR
SANITARY SEWER AND WATERMAIN.

Part of the Northeast fraction $\frac{1}{4}$ of Section 3, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East $\frac{1}{4}$ corner of said Section 3; thence along the East line of said Section 3, said line also being the West line of "FOXCROFT", a subdivision as recorded in Liber 23 of Plats, pages 24-27, Livingston County Records, N 02°00'13" W, 1584.56 feet (previously recorded as N 02°00'52" W, 1584.00 feet), thence S 89°21'50"W (previously recorded as S 89°21'11" W), 194.02 feet to the Point of Beginning of the Easement to be described; thence S 00°18'56" E, 262.70 feet; thence N 89°21'50" E, 200.56 feet; thence S 00°38'10" E, 30.00 feet; thence S 89°21'50"W, 230.73 feet; thence N 00°18'56" W, 292.70 feet; thence N 89°21'50" W, 30.00 feet to the POINT OF BEGINNING.

2. Party B does hereby grant to Party A, his successors and assigns, a perpetual non-exclusive easement for ingress and egress to drive motor vehicles from Norton Road to Parcel A, including any future divisions of land which may be created from Parcel B; it being the contemplation of the parties that Parcel A shall at some time in the future be developed as residential building sites.

DESCRIPTION OF NON-EXCLUSIVE PRIVATE EASEMENT FOR USE OF ROADWAY

Part of the Northeast fractional $\frac{1}{4}$ of Section 3, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East $\frac{1}{4}$ corner of said Section 3; thence along the East line of said Section 3, said line also being the west line of "Foxcroft" , a subdivision as recorded in Liber 23 of Plats, pages 24-27, Livingston County Records, north 02 degrees 00 minutes 13 seconds West, 1584.56 feet (previously recorded as North 02 degrees 00 minutes 52 seconds West, 1584.00 feet), thence South 89 degrees 21 minutes 50 seconds West (previously recorded as South 89 degrees 21 minutes 11 seconds West), 150.75 feet to the POINT OF BEGINNING of the Right-of-Way to be described; thence continuing South 89 degrees 21 minutes 50 seconds west (previously recorded as South 89 degrees 21 minutes 11 seconds West), 66.00 feet; thence North 00 degrees 49 minutes 43 seconds West, 56.69 feet; thence Northerly on an arc right, having a length of 146.99 feet, a radius of 75.00 feet, a central angle of 112 degrees 17 minutes 26 seconds, and a long chord which bears North 08 degrees 34 minutes 46 seconds West, 124.57 feet; thence Northeasterly on an arc left, having a length of 42.23 feet, a radius of 50.00 feet, a central angle of 48 degrees 23 minutes 40 seconds, and a long chord which bears North 23 degrees 22 minutes 07 seconds East, 40.99 feet; thence North 00 degrees 49 minutes 43 seconds West, 99.86 feet; thence South 89 degrees 10 minutes 17 seconds West, 395.89 feet; thence Westerly on an arc left, having a length of 32.26 feet, a radius of 197.00 feet, a central angle of 09 degrees 22 minutes 57 seconds, and a long chord which bears South 84 degrees 28 minutes 49 seconds West, 32.22 feet; thence Westerly on an arc right, having a length of 333.33 feet, a radius of 433.00 feet, a central angle of 44 degrees 06 minutes 24 seconds, and a long chord which bears North 78 degrees 09 minutes 28 seconds West, 325.16 feet; thence Westerly on an arc left, having a length of 192.73 feet, a radius of 367.00 feet, a central angle of 30 degrees 05 minutes 22 seconds, and a long chord which bears North 71 degrees 08 minutes 57 seconds West, 190.53 feet; thence Westerly on an arc right, having a length of 132.52 feet, a radius of 263.00 feet, a central angle of 28 degrees 52 minutes 13 seconds, a long chord which bears North 71 degrees 45 minutes 31 seconds West, 131.12 feet; thence North 57 degrees 19 minutes 25 seconds West, 200.81 feet; thence along the Easterly Right-of-Way line of said Norton Road (66 foot wide Right-of-Way), North 32 degrees 40 minutes 35 seconds East, 66.00 feet; thence South 57 degrees 19 minutes 25 seconds East, 200.81 feet; thence Easterly on an arc left, having a length of 99.26 feet, a radius of 197.00 feet, a central angle of 28 degrees 52 minutes 13 seconds, and a long chord which bears South 71 degrees 45 minutes 31 second East, 98.22 feet; thence Easterly on an arc right, having a length of 227.39 feet, a radius of 433.00 feet, a central angle of 30 degrees 05 minutes 22 seconds, a long chord which bears South 71 degrees 08 minutes 57

seconds East, 224.79 feet; thence Easterly on an arc left, having a length of 282.52 feet, a radius of 367.00 feet, a central angle of 44 degrees 06 minutes 24 seconds, and a long chord which bears South 78 degrees 09 minutes 28 seconds East, 275.59 feet; thence Easterly on an arc right, having a length of 43.07 feet, a radius of 263.00 feet, a central angle of 09 degrees 22 minutes 57 seconds, and a long chord which bears North 84 degrees 28 minutes 49 seconds East, 43.02 feet; thence North 89 degrees 10 minutes 17 seconds East, 461.89 feet; thence South 00 degrees 49 minutes 43 seconds East, 165.86 feet; thence Southeasterly on an arc left, having a length of 42.23 feet, a radius of 50.00 feet, a central angle of 48 degrees 23 minutes 40 seconds, and a long chord which bears South 25 degrees 01 minutes 32 seconds East, 40.99 feet; thence Southerly on an arc right, having a length of 146.99 feet, a radius of 75.00 feet, a central angle of 112 degrees 17 minutes 26 seconds, and a long chord which bears South 06 degrees 55 minutes 21 seconds West, 124.57 feet; thence South 00 degrees 49 minutes 43 seconds East, 56.91 feet, to the POINT OF BEGINNING.

3. The reciprocal easements granted herein are not exclusive, but are subject to the equal rights of both parties, and that of their employees, tenants, invitees, and guests and future assigns, which rights are expressly reserved.

4. Each party represents that he is lawfully seized and possessed of the real estate to which the easement grants apply, and that each has a good and lawful right to convey it or any part of it, that it is free from all encumbrances, and he will forever warrant and defend the title thereto, and the easement granted hereby, against the lawful claims of all persons whatsoever.

5. Neither party shall construct any new buildings or improvements upon the easements which would interfere with the use and enjoyment of the easements granted.

6. Party B shall, at their expense, remove and replace existing shrubs and grass in connection with its construction of sewer and water facilities.

7. Party A reserves the right unto himself, his heirs, legal representatives and assigns, the right to use any water or sewer line installations to service any current and future development on grantor's property legally described below.

8. It is contemplated and agreed that the water and sewer systems to be installed upon the easement will be dedicated to the public. Party A shall, upon request of Party B, join in the execution of any instrument necessary to dedicate the water and sewer lines to the appropriate municipal agency to whom dedication is sought.

9. It is contemplated and agreed that the private roadway may at some point in the future be dedicated to the public. Party A shall, upon request of Party B, immediately execute any documents necessary to accomplish such dedication.

10. Party A shall not be responsible for any costs associated with the construction of the roadway. If Parcel A is developed into three (3) or more residential building sites prior to dedication of the road access to the public, each owner of a building site created on Parcel A shall be responsible for a prorata share of maintenance costs of the roadway. For purposes of determining appropriate prorata share all building sites whether on Parcel A or on Parcel B having use of the road easement as a means of ingress and egress under this agreement shall equal allocable portions of said maintenance expenditures.

11. The easements created herein are covenants running with the land is described in the attached Exhibit A and Exhibit B.

IN WITNESS WHEREOF, the undersigned have executed this Reciprocal Easement as of Aug. 10, 2000.

