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RECORDED

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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

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AGREEMENT

THIS AGREEMENT made by and between Crane Construction, Inc., a Michigan Corporation, with offices at 101 Appian Way, Suite 104, Brighton, Michigan 48116, hereinafter called "Developer" and Susan Still, a single woman, of 4192 Norton Road, Howell, Michigan.

RECITALS

A. WHEREAS, Developer is the owner of real estate legally described as follows:

Part of the Northeast fractional 1/4 of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as: Commencing at the North 1/4 corner of said Section 5; thence along the North-South 1/4 line of said Section 5, South 01*31'02" East 1327.63 feet; thence North 89*28'17" East 520.00 feet to the Point of Beginning of the Parcel to be described; thence North 89*28'17" East 803.63 feet to the Southwest corner of Lot 19 of "Groveland Subdivision No. 2", a subdivision as recorded in Liber 14 of Plats, pages 22 and 23, Livingston County Records; thence South 01*22'17" East 789.64 feet; thence along the centerline of Norton Road (66 foot wide Right of Way), South 57*26'24" West, 179.52 feet; thence North 28*33'31" West, 412.76 feet; thence South 88*37'29" West, 270.00 feet; thence North 21*19'11" West, 560.94 feet to the Point of Beginning.
(Symbol * = degrees)

B. WHEREAS, Susan Still is the fee title owner of real estate described as follows:

Part of the Northeast fractional 1/4 of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section 5; thence along the North-South 1/4 line of said Section 5, South 01*31'02" East 1327.63 feet, to the Point of Beginning of the Parcel to be described; thence North 89*28'17" East 520.00 feet; thence South 21*19'11" East 560.94 feet; thence North 88*37'29" East 270.00 feet; thence South 28*33'31" East 412.76 feet; thence along the centerline of Norton Road (66 foot wide right-of-way) South 57*26'24" West 85.62 feet; thence continuing along the centerline of said Norton Road, Southwest on an arc left, having a

length of 34.71 feet, a radius of 1307.46 feet, a central angle of 01*31'16" and a long chord which bears South 56*40'46" West 34.71 feet; thence North 28*33'31" West 398.94 feet; thence South 88*37'29" West 883.39 feet; thence along the North-South 1/4 line of said Section 5, North 01*31'02" West 609.99 feet, to the Point of Beginning; Containing 10.21 acres, more or less and subject to the rights of the public over the existing Norton Road. Also subject to any other easements or restrictions of record.
(Symbol * = degrees)

C. WHEREAS, a non-exclusive ingress and egress easement was previously granted to the owners of real estate described in paragraph B over a portion of the real estate now owned by Developer and described in paragraph A hereinabove, and

D. WHEREAS, the parties desire to extinguish the said easement and provide to Susan Still in place thereof a right of ingress and egress over the private road to be constructed in the proposed Mystic Meadows Estates Site Condominium to be constructed on the real estate described in paragraph A hereinabove.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises of the parties as hereafter set forth, IT IS AGREED as follows:

- (1) The parties agree that the ingress and egress easement described in the document recorded at Liber 1730, page 0417, Livingston County Records shall be extinguished, ipso facto, upon the recording with the Livingston County Register of Deeds of the Master Deed of Mystic Meadows Site Condominium.
- (2) The Developer agrees that the said Master Deed shall grant to Susan Still and her successors and assigns an easement for ingress and egress over the private road (Granite Drive) to be constructed in the Mystic Meadows Site Condominium and over the one foot strip of land located at the West end of the cul-de-sac for the purpose of providing access from Norton Road to the now existing residence located on the real estate described in paragraph B hereinabove. The easement shall only be used by the occupants of the one single family residence now existing on the described property. Should Susan Still or her successors in interest split or otherwise develop the property for location of other residences, the parcels shall not have the right of ingress or egress over Granite Drive without the permission of the Township and the Mystic Meadows Condominium Homeowners Association.
- (3) Developer agrees to pay Susan Still the sum of \$8,000.00 upon execution hereof by Susan Still. Susan Still does hereby direct that the consideration recited shall be paid to Alexandra Feringa.

- (4) Developer agrees to construct an eight foot (8') wide gravel drive from the West end of the cul-de-sac to the existing gravel drive located on the real estate owned by Susan Still. The gravel drive to be constructed shall be four inches (4") of 21 AA gravel.
- (5) Developer agrees to bury the underground electric service extending from the cul-de-sac to the home located on the real estate owned by Susan Still and to connect the electric supply to the home at the location of the existing service.
- (6) Developer agrees to extend natural gas service from the cul-de-sac to the home located on the real estate owned by Susan Still and to cap it at a suitable location near the house.
- (7) Susan Still agrees to deliver such easements as are required by the utility companies for electric and natural gas services.
- (8) The parties do hereby agree that the non-exclusive easement established by the Reciprocal Easement Agreement recorded at Liber 1730, page 0412, Livingston County Records, held by the owners of Parcel 4 over Parcel 3, as described in the Boss Engineering Survey appended thereto is hereby terminated.
- (9) Developer agrees that the road known as Granite Drive shall be maintained, repaired and replaced as necessary by the Mystic Meadows Homeowners Condominium Association and Susan Still and her successors in interest shall not be required to contribute to the cost of maintenance, repair and replacement so long as the road remains a private road.
- (10) The Developer agrees that Susan Still and her successors in interest may tap into a municipal sewer located in Granite Drive at a convenient location in the cul-de-sac providing (a) all necessary approvals are obtained from Marion Township, (b) that Susan Still or her successors in interest pay the entire cost of construction of the lead and repair and restoration of any areas in the condominium disturbed by the construction work, and (c) the Developer approves of the proposed route of the extension of the lead from the main through the cul-de-sac. To that end, Susan Still and her successors in interest shall have a non-exclusive easement over, under and across that portion of Granite Drive and the area immediately West of the cul-de-sac, the centerline of, which shall be the location of the lead, as constructed.
- (11) Susan Still represents and covenants that she is the sole owner of the real estate described in paragraph B and that she is the sole owner of the easement described in the document recorded at Liber 1730, page 0417, Livingston County Records and likewise, the Developer represents and

covenants that it is the sole owner of the real estate described in paragraph A.

- (12) The parties agree that Susan Still shall not have any obligation to contribute to the maintenance and repair or replacement of the private road to be constructed in the Mystic Meadows Site Condominium and that the condominium documents shall so provide.
- (13) This Agreement shall be recorded by Developer with the Livingston County Register of Deeds.
- (14) This Agreement shall bind the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have placed their hands and seals on the dates indicated.

WITNESSES:

CRANE CONSTRUCTION, INC.

Randall Greene
Randall Greene

BY: Stephen F. Crane
Stephen Crane
Its President

Faye M. Baker
Faye M. Baker

WITNESSES:

Randall Greene
Randall Greene

Susan Still
Susan Still

Faye M. Baker
Faye M. Baker

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

The foregoing instrument was executed this 31 day of August, 2001, by Stephen Crane, the President of Crane Construction, Inc., a Michigan corporation, on behalf of said corporation.

Randall W. Greene
Notary Public
Livingston County, Michigan
My commission expires 7/12/2005

RANDALL W. GREENE
Notary Public Livingston County, Michigan
My Commission Expires July 12, 2005

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

The foregoing instrument was executed this 31 day of August, 2001, by Susan Still, a single woman.

Randall W. Greene
Notary Public
Livingston County, Michigan
My commission expires 7/12/2005

RANDALL W. GREENE
Notary Public Livingston County, Michigan
My Commission Expires July 12, 2005

Drafted By & Return To:

✓ Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843