



Conway Township Planning Commission

Monday, October 14, 2024 | 7:00pm

Conway Township Hall | 8015 N. Fowlerville Road, Fowlerville, Michigan 48836

1. **CALL TO ORDER / PLEDGE**
2. **ROLL CALL**
3. **CALL TO THE PUBLIC**
4. **APPROVAL OF PLANNING COMMISSION MEETING October 14, 2024 AGENDA**
5. **APPROVAL OF THE September 7, 2024 MASTER PLAN WORKSHOP MEETING MINUTES**
6. **APPROVAL OF THE September 9, 2024 MEETING MINUTES**
7. **APPROVAL OF THE September 19, 2024 MASTER PLAN WORKSHOP MEETING MINUTES**
8. **COMMUNICATIONS**
 - a. Zoning Administrator's Report
 - b. Livingston County Planning Commission Update/Report
 - c. Update from the last Board Meeting
9. **OLD BUSINESS**
 - a. Kreeger Site Plan Discussion
 - c. Planner Discussion – McKenna chosen, waiting on board approval
 - d. Lujak Development
 - Approval of Driveway Maintenance Agreements
 - Letter for Township Attorney
10. **NEW BUSINESS**
 - a. Aero Tourism - Campout on the property for weekend certification classes
11. **PLANNING COMMISSION MEMBER DISCUSSION**
12. **2nd CALL TO THE PUBLIC**
13. **ADJOURNMENT**

Any person may speak for up to 3 minutes during the public comment period.

Next Meeting will be Monday, November 11, 2024



Conway Township Planning Commission Master Plan Workshop Minutes
 Monday, September 7, 2024 | 2:00pm EST
 Conway Township Hall | 8015 N. Fowlerville Road, Fowlerville, MI 48836

Agenda	Items Discussed	Actions to be Taken
Attendees	PC Members Present: George Pushies - Ex-Officio, Sarah Porter, Mike Stock, Lucas Curd- Chair, Mike Brown- Vice Chair, and Kayla Poissant- Secretary ABSENT - Shawn Morrison Zoning Administrator – Russ Cesarz Livingston County Planning Commissioner: Dennis Bowdoin Township Attorney: Abby Cooper, JD, Michael D. Homier- Both ABSENT	None
Workshop Activities	Multiple members of the community attended the event from 2pm until 4pm. The PC answered questions, had discussions with community members, collected survey questionnaires, etc. Workshop ended at 4pm.	None

Respectfully Submitted:

Kayla Poissant,
PC Secretary

Approved:

Lucas Curd,
PC Chair

	Township had verbiage changes on group homes. No agenda yet for next month.	
Old Business	<p>a. Master Plan Update- M. Brown stated that the survey was completed and would like to encourage all community members to fill it out. The survey is a preliminary survey and a finalized one will be put out later.</p> <ul style="list-style-type: none"> i. The PC had a Master Plan workshop on September 7th. ii. The next Master Plan workshop will be on September 19th from 6pm-8pm. <p>b. Kreeger Site Plan Discussion- R. Cesarz stated that the Township is waiting on the final documents from the different agencies for a completed application. An updated print was submitted. The Building Department approval may be hard to get as the Building Department needs approval from the Township before the Building Department approved it.</p> <p>Motion to review the Kreeger Site Plan by the Zoning Administrator and the Township Attorney, and have it returned to the Planning Commission no later than 1 week before the October Planning Commission Meeting. Motion by G. Pushies. Supported by M. Brown.</p> <p>Discussion on Motion- clarified the motion, clarified that the application is not complete as of yet. R. Cesarz stated they are just receiving updated information for the application, and that Building Department agency approval will be difficult to get. R. Cesarz says there are two updated copies, he has one and L. Curd has one. G. Pushies asked about an electronic copy, R. Cesarz stated he does not have one. M. Brown asked if an electronic copy was required, and R. Cesarz stated yes.</p> <p>Terry O’Leary spoke on her concerns- She lives on the property next to where the Kreeger Site is going to be built. She stated that she is concerned about health and safety of air quality, traffic, leaks from the tanks, noise regulation concerns, fencing, landscaping, water tables, her well water quality, her property value. She hasn’t received any information regarding this site or the rezoning, and only found out about it when the property owner mentioned the gas station to her. She has lived on</p>	

	<p>the property for 26 years, and is very concerned as she moved out here to have a rural home and now it will not be that way. She is asking the PC to help her make sure that anything they can do to help keep her privacy and the “rural” feel as much as possible. R. Cesarz offered to show Mrs. O’Leary the site plan, and she is going to state her concerns to R. Cesarz.</p> <p>K. Poissant brought up the motion of the one-time review made last month by the PC. It was discussed that the Township Board minutes did not include this motion in their discussion. M. Brown stated that he will make sure it will be brought up at the Township Meeting.</p> <p>Question was brought up about whether a volunteers can review site plans that have experience. K. Poissant stated she will send an email to A. Cooper about that. D. Bowdoin stated that the PC should have control over certain aspects of the site plan, and should review those issues like lighting. Concerns about notifications to Mrs. O’Leary and it was stated that all notifications would be in the file.</p> <p>Amended Motion- Motion to review the Kreeger Site Plan by the Zoning Administrator and the Township Attorney, and to have both of them to send a written comment regarding it returned to the entire Planning Commission no later than 1 week before the October Planning Commission Meeting, and to have the Zoning Administrator and Attorney attend the Planning Commission at October meeting. Motion by G. Pushies. Supported by M. Brown. Motion Approved.</p> <p>c. Planner Discussion- M. Brown stated that on regards to the Master Plan, he would like to see codification of the Master Plan, looking into more commercial nodes or overlay districts, and allow the survey to help guide the PC. He would like to see that the ordinances match the Master Plan, and do an in-depth review with a planner. Budget of the Master Plan was brought up, and that the budget wasn’t set as of yet from the Township. M. Brown stated he has discussed the budgets of other Townships, and was surprised at the cost. K. Poissant stated she would like to see a community park or something for community use for the children. Internet was discussed, and that</p>	<p>Motion Approved</p>
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	<p>Surf Internet is installing the main fiber lines in the Township now. A member of the public stated that there are some posted signs with a phone number that no one answers. M. Brown stated that TDS applied for a grant for the NE corner of the Township, so Surf Internet can't touch that location. D. Bowdoin stated that Surf told him will lay the first 300 ft of fiber from the main line to homes for free, and that it is around \$0.50/foot over the 300 ft. He also stated that they said the conversion boxes are not charged to home owners. He also stated that lines can be run and left above ground until the underground crew comes in to bury the lines. It was highly recommended that homeowners be home during the installation of the lines to the homes to avoid areas like septic tanks, other lines, etc. Internet plans were discussed and personal experiences of current users were discussed. Discussions continued.</p> <p>d. Lujak Land Split Update- G. Pushies stated it will be ready next month, and the PC will be looking at easement and maintenance agreements. R. Cesarz stated that the projects land splits were done and good to go.</p>	
New Business	<p>R. Cesarz brought up that he had a conversation with the airport owner, and the owner would like to set up overnight arrangements for recreational uses on the airport premises. D. Bowdoin stated it may be under the Special Use for Industrial Properties. R. Cesarz will be looking into it. It was clarified that this was not for a campground as that would bring in other State regulations. It was discussed that the property is zoned as industrial, and that overnight stays were not permitted within the regulations. K. Poissant asked if the owner would come in to discuss what he is looking for, and R. Cesarz believes he would. The airport benefit within the Township was discussed.</p>	None
Commission Discussion	<p>S. Morrison stated that the light at Chase Lake and Fowlerville Rd. went 1 year and 8 months after the light was installed before an accident happened. M. Brown stated that other Townships have more lights in them compared to Conway Township, and the PC should look into the benefit. He mentioned that another Township has 13 lights and pays \$600/year for maintenance.</p>	None

Last Call to the Public	The second call to the public resulted in no comment.	None
Adjournment	Motion to adjourn at 8:09pm. Motion by M. Brown. Support by G. Pushies. Motion Approved.	Motion Approved

Respectfully Submitted:

Approved:

Kayla Poissant,
PC Secretary

Lucas Curd,
PC Chair

DRAFT



Conway Township Planning Commission Master Plan Workshop Minutes

Thursday, September 19, 2024 | 6:00pm EST

Conway Township Hall | 8015 N. Fowlerville Road, Fowlerville, MI 48836

Agenda	Items Discussed	Actions to be Taken
Attendees	PC Members Present: George Pushies - Ex-Officio, Sarah Porter, Shawn Morrison, Lucas Curd- Chair, Mike Brown- Vice Chair, and Kayla Poissant- Secretary ABSENT- Mike Stock Zoning Administrator – Russ Cesarz Township Attorney: Abby Cooper, JD, Michael D. Homier- Both ABSENT	None
Workshop Activities	Multiple members of the community attended the event from 6pm until 8pm. The PC answered questions, had discussions with community members, collected survey questionnaires, etc. Workshop ended at 8pm.	None

Respectfully Submitted:

Kayla Poissant,
PC Secretary

Approved:

Lucas Curd,
PC Chair

**DECLARATION OF EASEMENT, UTILITY EASEMENT
AND MAINTENANCE AGREEMENT FOR PRIVATE DRIVEWAY**

THIS AGREEMENT is entered into this ____ day of _____, 2024, by the undersigned property owner **LUJAK DEVELOPMENT CORPORATION, INC.**, a Michigan Domestic Profit Corporation.

WHEREAS, the undersigned property owner is the title holder to certain real property located in the Township of Conway, County of Livingston, State of Michigan, more particularly described in the attached **Exhibit A** hereto and made a part hereof, and as set forth on a certain survey done by **DESINE, INC.**, dated 04/16/2024 as revised 09/24/2024 (“Survey”); and

WHEREAS, it is the desire of the undersigned property owner to establish certain private driveway easements and maintenance agreements and easements for public and private utilities over various “**Burdened Parcels**” as described below for the benefit of various “**Benefited Parcels**” described below, including all current and future land owners of said property as follows:

EASEMENT “A”: A 66’ wide easement for ingress and egress and public utilities over Parcels 1 through 4, inclusive (“**Burdened Parcels**”) for the exclusive use of Parcels 1, 2, 3 and 4 (“**Benefited Parcels**”). (Exhibit B, Detail Sheet 3 and 4)

In consideration of the mutual promises of the parties, and other valuable consideration, IT IS AGREED as follows:

EASEMENT DECLARATION

1. The Parcel Owner identified below hereby grants, transfers, establishes and declares a non-exclusive, perpetual easement for public and private utilities, ingress and egress, improved or unimproved (“Easement”) over and across the Burdened Parcels for the benefit of the Benefited Parcels, as described in the Survey attached as **Exhibit B**. The

public utility easements include, but are not limited to, easements for storm water and other drainage, electric, gas, telecommunications, cable television, sanitary sewer and water. The location and construction of any public or private utilities shall conform to any applicable Conway Township ordinances, rules and regulations and any applicable State of Michigan statutes or Livingston County rules and regulations, including any applicable Livingston County Road Commission rules, regulations or procedures. The Easement is also granted to the public for the purposes of emergency access and other public pedestrian and vehicular access for whatever public services are necessary. This Agreement shall be created and recorded prior to selling any lot or parcel.

2. The Easement shall perpetually burden and benefit the land which it passes across, over and through, as well as any Parcels which gain access to the Easement by way of any private driveways or private road easements.
3. This Agreement shall be registered with the Livingston County Register of Deeds.

EASEMENT MAINTENANCE

4. The owners of the Benefited Parcels, including any parcels which have the right to use the Easement now or in the future ("Benefited Parcel Owners"), shall be equally obligated to pay for the cost of repairing and maintaining the Easement, regardless of the size of their respective parcels. The terms "maintenance" and "repair," and all derivatives of these terms, shall include, but shall not be limited to, the following:
 - A. The grading of any unpaved portion of the Easement to remove bumps or obstructions which may cause injury or damage to life or property;
 - B. Resurfacing, repairing and patching any paved portion of the Easement at regular intervals, as well as the grading, when required, of the shoulders of the Easement;
 - C. The removal of brush and the mowing of vegetation adjacent to the shoulder of the private road or driveway within the Easement, including vegetation located in any ditches as may be needed from time to time in order to provide for the free draining of water in said ditches, and to provide clear vision to intersections of the Easement and any public or private road as well as the intersection with any separate driveways; and
 - D. The removal of snow and ice, and the addition of salt, sand, gravel and dust control measures, and the carrying out of other steps necessary to maintain the Easement in a safe and usable condition at all times of the year and in conformance with the Township's requirements.
5. The Benefited Parcel Owners shall work together in good faith to coordinate the repair and maintenance activities concerning the Easement in order to make the repair and maintenance of the Easement as efficient and economical as possible.

6. Any damage to the Easement, including but not limited to damage to any paved portion, which is caused by the extraordinary use of the Easement by a Parcel Owner, or his/her agents, invitees or licensees, shall be the responsibility of and promptly repaired by that Parcel Owner at his/her sole expense. "Extraordinary use" shall mean but is not limited to any damage caused by construction equipment, commercial trucks, recreational vehicles or other damage caused by use that is not consistent with normal traffic. If any Parcel Owner fails to promptly repair damage to the Easement or the private driveway which is caused by him/her or his/her agents, invitees or licensees, the owners of other benefited properties may do so, and seek reimbursement from the Parcel Owner who has failed to make such repairs.
7. The initial cost of construction of the shared drive shall be paid for by LUJAK DEVELOPMENT CORPORATION, INC.
8. **Initiating Maintenance and Repairs, Payment of Costs.**
 - A. When maintenance or repairs appear to be necessary, a majority of the Benefited Parcel Owners may approve the maintenance or repair along with the total cost, and may undertake such action anywhere along the Easement following reasonable notice to and consultation with the other Benefited Parcel Owners. The majority means the simple majority of the total number of Benefited Parcels subject to this Agreement with each parcel receiving one (1) vote. If any single Parcel Owner owns more than one parcel, that Parcel Owner will have one (1) vote for each parcel provided that each parcel will be subject to a separate share of the total cost. Approval of proposed maintenance or repair projects may be given either by written consent of a majority of the Benefited Parcel Owners, or by voice vote at a meeting of the Benefited Parcel Owners, where a majority of the Benefited Parcel Owners or their representatives vote in favor of the proposed project. Any such meeting where a vote will be taken on maintenance or repair costs shall be held after at least seven (7) days notice to all Benefited Parcel Owners regarding the Easement, unless notice is waived in writing.
 - B. The Benefited Parcel Owners undertaking such authorized maintenance or repairs may contract for and may initially pay all reasonable costs associated with them. Any Parcel Owner incurring such authorized expenses individually shall bill the other Parcel Owners for their share of such costs. The other Benefited Parcel Owners shall promptly pay the statement rendered for their proportionate share of such costs, based upon the number of Parcels owned by them.
 - C. Provided that a Parcel Owner is current in his/her obligations, any Parcel Owner shall be released from all personal liability for costs associated with the repair and maintenance of the Easement immediately upon the sale or conveyance of his/her complete ownership interest in the Parcel owned by him/her that is benefited by the Easement.

- D. If any Parcel Owner should fail to pay any statement tendered by another Parcel Owner to him/her for repairs and maintenance expenses which have been authorized pursuant to this Agreement within twenty (20) days after receipt thereof, the amount billed in such statement, together with interest thereon at the rate of seven percent (7%) per annum, plus such reasonable attorney fees as may be necessary to collect said sums, shall automatically become a continuing lien upon the Parcel of the Parcel Owner who has not paid. The Parcel Owner incurring an expense which remains unpaid may, upon failure of the other Parcel Owner to pay his/her share in a timely manner, record notice of the continuing of lien against such parcel in the office of the Register of Deeds for Livingston County, and may thereafter file a complaint to foreclose said lien, in any manner now or in the future permitted by law or equity with respect to mortgage liens. Proceeds received at such sale shall be distributed first to pay the lien being foreclosed upon, plus all costs and expenses, interest and attorney fees, and any surplus shall be distributed in accordance with the priorities established by applicable law. The Parcel Owner who has paid such costs and expenses without proper reimbursement, may, in addition to, or instead of foreclosure, obtain a deficiency judgment or money judgment against the defaulting Parcel Owner, as provided by law.
9. **No Public Obligation to Maintain Private Driveway.** The undersigned acknowledge that no public funds of any kind will be used to build, repair, improve, rebuild or maintain the Easement or any private driveway or road constructed on the Easement. Conway Township has no responsibility or obligation regarding construction, repair, improvement or maintenance in regard to said Easement or as it pertains to ingress and egress to any parcel utilizing the Easement. The undersigned acknowledge and agree that the Township shall be reimbursed any and all costs and fees pursuant to this Agreement, including but not limited to planning, engineering, legal and similar reviews necessary to ensure the Easement or any private driveway or road is established, constructed, repaired or maintained pursuant to the Township's ordinances. The Township may, but is not obligated to, recover any and all costs by establishing a special assessment district pursuant to this Agreement and as permitted by law. Establishing a special assessment district shall be at the Township's sole discretion and shall not preclude the Township from seeking a recovery of unpaid costs and expenses in any other manner permitted by this Agreement or by law.
10. **Notice of Failure to Make Repairs.** The undersigned acknowledge and agree that if repairs and maintenance responsibilities are not met, the Conway Township Board may, but is not obligated to, cause the Easement to be brought up to design standards specified in the Conway Township Zoning Ordinance, and may assess owners of the parcels on the Easement and those others who have access to the Easement, if any, for the cost of such improvements plus a reasonable administrative fee.
11. **Special Assessment Petition for Private Driveway.** In order for the Township to construct, improve, rebuild, pave, repair or maintain the Easement, if the Parcel Owners

fail to do so as required by this Agreement or applicable standards or ordinances, the Parcel Owners liable for the costs hereby consent to the establishment of a special assessment district in order to finance the maintenance, repairs or capital improvements to the Easement. By executing this Agreement, the Parcel Owners, and any future owners, shall be deemed to have irrevocably petitioned the Township and consented to the establishment of a special assessment district for the maintenance, repair and capital improvements necessary to keep the Easement in a safe and usable condition. Conway Township may, but shall not be obligated, to establish a special assessment district.

ADDITIONAL PROVISIONS

12. **Indemnification.** On behalf of themselves, their heirs, agents, trustees, successors, and assigns, the undersigned hereby agree jointly and severally to indemnify and hold harmless Conway Township and its officials, employees, agents, volunteers, contractors, attorneys, and assigns, from any and all claims which might be brought against it/them based on causes of action and alleged damages relating in any way to the Easement, the use of the Easement, and this Agreement.

Each subsequent Parcel Owner agrees to indemnify and hold harmless the developer, Lujak Development Corporation, Inc and its officers, shareholders, agents, successors and assigns, harmless from any and all claims which might be brought against it/them based on causes of action and alleged damages relating in any way to this Easement, the use of the Easement, and this Agreement.

13. **Subdivision.** If any of the Parcels are divided or subdivided by any means after the execution of this Agreement, the owners of the resulting parcels that are entitled to use the Easement shall be equally responsible with all other Parcel Owners for the cost of maintenance and repair of the Easement, and the owners of all resulting parcels shall be considered Parcel Owners for all purposes under this agreement. To the extent that it is determined by Conway Township or any other governmental agency that the owners of any resulting parcels must create and record an appropriate easement for public utilities, such easement shall be created and recorded in accordance with Paragraph 1 of this Agreement.

14. **Interference with Egress and Ingress.**

- A. The Parcel Owners shall not prohibit, restrict, limit, or in any way interfere with the lawful and proper use of the Easement for ingress and egress, or for the installation, improvement and replacement of public utilities, and/or for the repair and maintenance of the Easement.
- B. The rights of interested parties to use the Easement specifically extend to the Parcel Owners responsible for repair and maintenance of the Easement, as well as their families, guests, vendors, invitees and licensees (including, but not limited to, tradesmen, deliverymen, U.S. Postal Service employees delivering mail, private

parcel delivery services, and school bus drivers), as well as by public utility employees, and agents, subcontractors or contractors of public utilities, as well as by agents or representatives of Conway Township or other governmental entities, and by the operators of, and passengers in, any emergency vehicles and other public vehicles and others bound to or returning from any parcels.

15. **Assignment of Rights.** All rights granted under this Agreement shall not be further assignable by Parcel Owners except as appurtenant to, and in conjunction with, the sale or conveyance of a parcel or parcels served by the Easement.
16. **Amendments.** The Easement, rights and responsibilities contained in this Agreement shall be perpetual and shall run with the land. The provisions of this Agreement may be amended, but only with the consent of the undersigned Parcel Owners or their assignees, personal representatives, heirs or devisees, and only to the extent that such amendments do not conflict with any provisions of the Conway Township Zoning Ordinance. Any amendments to this Agreement must be reviewed and approved by the Township.
17. **Payment of Fees.** The Parcel Owners agree that if inspections and reviews are required under the Conway Township Zoning Ordinance or any other ordinance, as hereafter amended, the Parcel Owners shall pay all costs incurred by the Township in having the Township review, inspect and approve the design and construction of the Easement and pay any legal fees incurred by the Township in reviewing the same or any amendments to this Agreement.

The parties have executed this Agreement on the dates set forth below.

PARCEL OWNER:

**LUJAK DEVELOPMENT CORPORATION,
INC.**

Owner of Parcels 1-4 inclusive

/s/ _____

By: George E. Pushies_
President of Lujak Development Corporation, Inc.

**** NOTARIZATION FOR SIGNATURES ON THE FOLLOWING PAGE**

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me, a Notary Public, in and for said County, personally appeared _____ [LIST ALL SIGNATORS], to me known to be the same person described in, and who executed this Agreement to be his/her free act and deed.

Notary Public

County, Michigan
My Comm. Exp.: _____
Acting in the County of _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me, a Notary Public, in and for said County, personally appeared _____ [LIST ALL SIGNATORS], to me known to be the same person described in, and who executed this Agreement to be his/her free act and deed.

Notary Public

County, Michigan
My Comm. Exp.: _____
Acting in the County of _____

EXHIBIT A—LEGAL DESCRIPTIONS

EASEMENT "A" 1.36± Acres

A 66-foot wide easement for ingress, egress and public utilities for the exclusive use of and being part of Parcel No's 1, 2, 3 and 4, more particularly described as follows:
 Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
 thence S00°00'00"E 1671.80 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to the **PLACE OF BEGINNING**;
 thence S90°00'00"E 625.30 feet;
 thence Northeasterly 12.33 feet along the arc of a 12-foot radius curve to the left, through a central angle of 58°51'09" and having a chord bearing N60°34'26"E 11.79 feet;
 thence Southerly 370.18 feet along the arc of a 75-foot reverse curve to the right, through a central angle of 282°47'53" and having a chord bearing S07°27'13"E 93.58 feet;
 thence Northwesterly 57.72 feet along the arc of a 75-foot reverse curve to the left, through a central angle of 43°56'44" and having a chord bearing N68°01'38"W 56.12 feet;
 thence N90°00'00"W 595.67 feet to said West line of Section 14 and said nominal centerline line of Fowlerville Road, to a point distant 920.15 feet S00°00'00"E to the Southwest Corner of said Section 14;
 thence N00°00'00"E 66.00 feet along said West line of Section 14 and said nominal centerline line of Fowlerville Road to the Place of Beginning.

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 1.36 acres of land, more or less. Subject to the rights of the public over the West 33 feet thereof, as occupied, by Fowlerville Road (33-foot wide 1/2 Right-of-Way), also subject to and together with all easements and restrictions affecting title to the above described premises.

EASEMENT "B" 1.36± Acres

A 66-foot wide Easement for Ingress, Egress and Public Utilities, for the exclusive use of and being a part of Parcel No's 5, 6, 7 and 8, more particularly described as follows:
 Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
 thence S00°00'00"E 908.18 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to the **PLACE OF BEGINNING**;
 thence S90°00'00"E 595.67 feet;
 thence Northeasterly 57.52 feet along the arc of a 75-foot radius curve to the left, through a central angle of 43°56'44" and having a chord bearing N68°01'38"E 56.12 feet;
 thence Southerly 370.18 feet along the arc of a 75-foot radius reverse curve to the right, through a central angle of 282°47'53" and having a chord bearing S07°27'13"W 93.58 feet;
 thence Northwesterly 12.33 feet along the arc of a 12-foot radius reverse curve to the left, through a central angle of 58°51'09" and having a chord bearing N60°34'25"W 11.79 feet;
 thence N90°00'00"W 625.30 feet to said West line of Section 14 and said nominal centerline of Fowlerville Road, to a point distant 1617.77 feet S00°00'00"E to the Southwest Corner of said Section 14;
 thence N00°00'00"E 66.00 feet along said West line of Section 14 and said nominal centerline of Fowlerville Road to the Place of Beginning.

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 1.36 acres of land, more or less. Subject to the rights of the public over the West 33 feet thereof, as occupied, by Fowlerville Road (33-foot wide 1/2 Right-of-Way), also subject to and together with all easements and restrictions affecting title to the above described premises.

CIVIL ENGINEERS
LAND SURVEYORS



(810) 227-9533
 FAX (810) 227-9460
 EMAIL: desine@desineinc.com
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

PREPARED FOR

LUJAK DEVELOPMENT CORP. INC.

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
 CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC SHEET 19 OF 23

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

TRAVIS R. PRATT
 PROFESSIONAL SURVEYOR No. 4001062878

LEGAL DESCRIPTION SUBSEQUENT TO SURVEY

PARCEL 1 3.22± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
thence S00°00'00"E 1671.80 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to the **PLACE OF BEGINNING**;
thence S90°00'00"E 425.00 feet along the North line of a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 1, 2, 3 and 4, hereinafter described as Easement "A;"
thence S00°00'00"W 339.59 feet to the North line of Parcel No. 4701-14-300-005;
thence N87°28'34"W (recorded as N87°30'12"W) 425.41 feet along said North line of Parcel No. 4701-14-300-005 to said West line of Section 14 to a point distant 665.29 feet (recorded as 664.46 feet) S00°00'00"W to the Southwest Corner of said Section 14;
thence N00°00'00"E 320.86 feet along said West line of Section 14 and said nominal centerline of Fowlerville Road to the Place of Beginning.
Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 3.22 acres of land, more or less. Subject to the rights of the public over the West 33 feet thereof, as occupied, by Fowlerville Road (33-foot wide 1/2 Right-of-Way), also subject to and together with a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 1, 2, 3 and 4, hereinafter described as Easement "A", also subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL 2 2.65± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
thence S00°00'00"E 1671.80 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to a point distant 986.15 feet S00°00'00"W to the Southwest Corner of said Section 14;
thence S90°00'00"E 425.00 feet along the North line of a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 1, 2, 3 and 4, hereinafter described as Easement "A;" to the **PLACE OF BEGINNING**;
thence continuing S90°00'00"E 274.76 feet along said North line of Easement "A;"
thence S00°00'00"W 33.00 feet to the center of a 75-foot radius cul-de-sac of said Easement "A;"
thence S63°53'46"E 75.00 feet to a point on exterior line of said 75-foot radius cul-de-sac of Easement "A;"
thence S00°00'00"W 288.67 feet to the North line of Parcel No. 4701-14-300-005;
thence N87°28'34"W 342.44 feet along said North line of Parcel No. 4701-14-300-005;
thence N00°00'00"E 339.59 feet to the Place of Beginning.
Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 2.65 acres of land, more or less. Subject to and together with a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 1, 2, 3 and 4, hereinafter described as Easement "A;" also subject to and together with all easements and restrictions affecting title to the above described premises.

CIVIL ENGINEERS
LAND SURVEYORS



(810) 227-9533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR
LUJAK DEVELOPMENT CORP. INC.

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616	DATE 04/16/24	
DWG 244616-132	DRAWN LMC	SHEET 11 OF 23

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

PARCEL 3 3.26± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
 thence S00°00'00"W 1992.66 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to a point distant 665.29 feet S00°00'00"W to the Southwest Corner of said Section 14;
 thence S87°28'34"E 767.85 feet to the **PLACE OF BEGINNING**;
 thence N00°00'00"E 288.67 feet to a point on the Westerly line of a 75-foot cul-de-sac of a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 1, 2, 3 and 4, hereinafter described as Easement "A;"
 thence N63°53'46"W 75.00 feet to the centerline of said 75-foot cul-de-sac;
 thence N00°00'00"E 33.00 feet;
 thence S90°00'00"E 449.76 feet;
 thence S00°00'00"W 371.53 feet;
 thence N87°28'34"W 382.78 feet to the Place of Beginning.

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 3.26 acres of land, more or less. Subject to and together with a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 1, 2, 3 and 4, hereinafter described as Easement "A," also subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL 4 4.20± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
 thence S00°00'00"E 1671.80 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to point distant 986.15 feet S00°00'00"W to the Southwest Corner of said Section 14;
 thence S90°00'00"E 624.76 feet along the North line of a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 1, 2, 3 and 4, hereinafter described as Easement "A", to the **PLACE OF BEGINNING**;
 thence N00°00'00"E 348.81 feet;
 thence S90°00'00"E 524.76 feet;
 thence S00°00'00"W 348.81 feet;
 thence N90°00'00"W 524.76 feet to the Place of Beginning.

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 4.20 acres of land, more or less. Subject to and together with a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 1, 2, 3 and 4, hereinafter described as Easement "A," also subject to and together with all easements and restrictions affecting title to the above described premises.

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 LAND SURVEYORS



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 FAX (810) 227-9460
 EMAIL: desine@desineinc.com
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PREPARED FOR

LUJAK DEVELOPMENT CORP. INC.

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
 CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616 DATE 04/16/24

DWG 244616-132 DRAWN LMC SHEET 12 OF 23

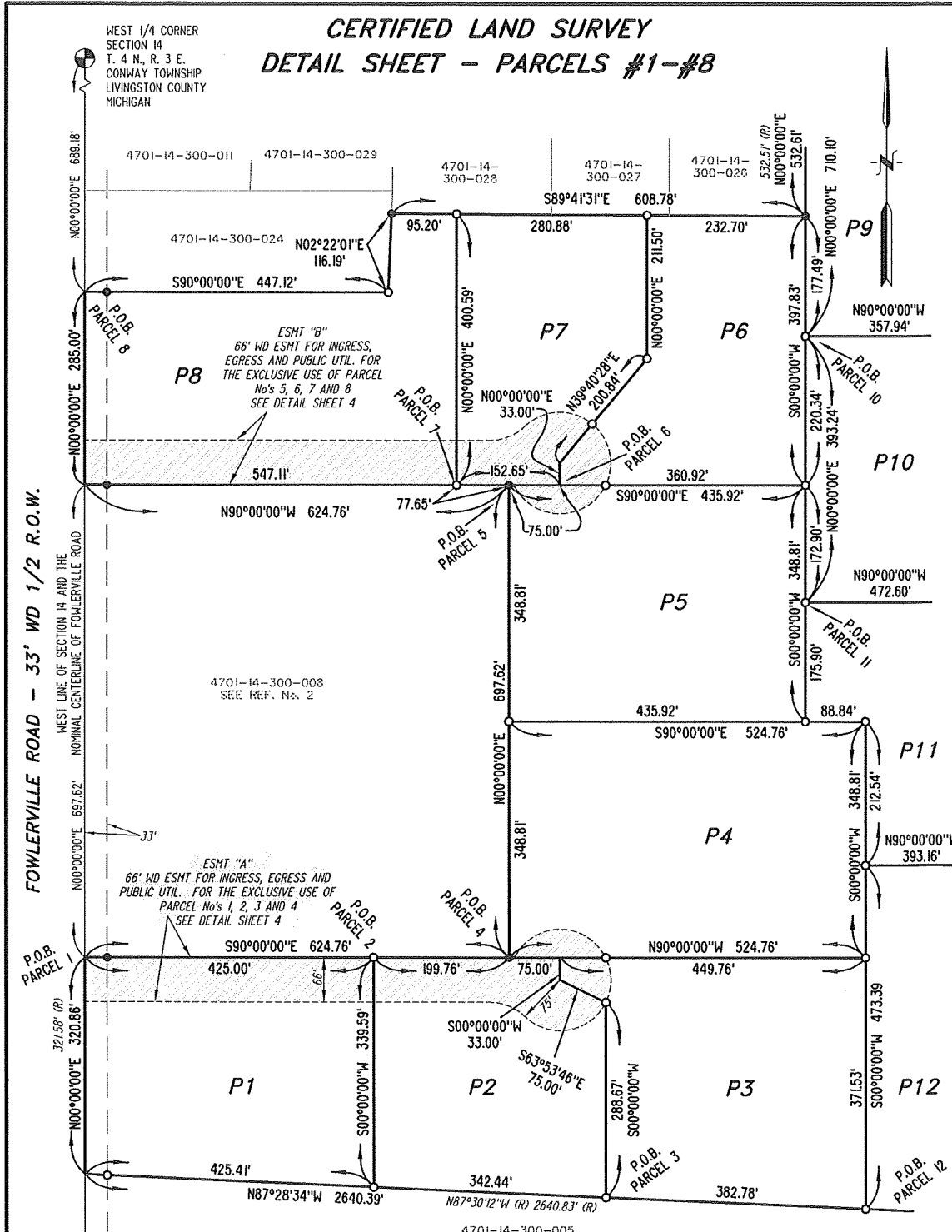
REVISED: 4/22/24, 5/20/24,
 6/20/24, 9/4/24 & 9/24/24

 TRAVIS R. PRATT
 PROFESSIONAL SURVEYOR No. 4001062878

EXHIBIT B—SURVEY

CERTIFIED LAND SURVEY DETAIL SHEET - PARCELS #1-#8

WEST 1/4 CORNER
SECTION 14
T. 4 N., R. 3 E.
CONWAY TOWNSHIP
LIVINGSTON COUNTY
MICHIGAN



○ = SET 1/2" x 18" IRON ROD WITH CAP STAMPED "TRP 62878"
 ● = FOUND IRON ROD (UNLESS OTHERWISE SPECIFIED)
 ■ = FOUND MONUMENT F.M.
 -x-x- = FENCE LINE
 F.I.R. = FOUND IRON ROD
 F.I.P. = FOUND IRON PIPE
 F.C.I. = FOUND CAPPED IRON
 L = LIBER, PG = PAGE, PL = PLATTED
 C = CALCULATED, M = MEASURED
 R = MEASUREMENT OF RECORD
 ARC = ARC LENGTH RAD = RADIUS

SCALE: 1" = 180' ALL DISTANCES SHOWN ARE IN FEET OR DECIMALS THEREOF.

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SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
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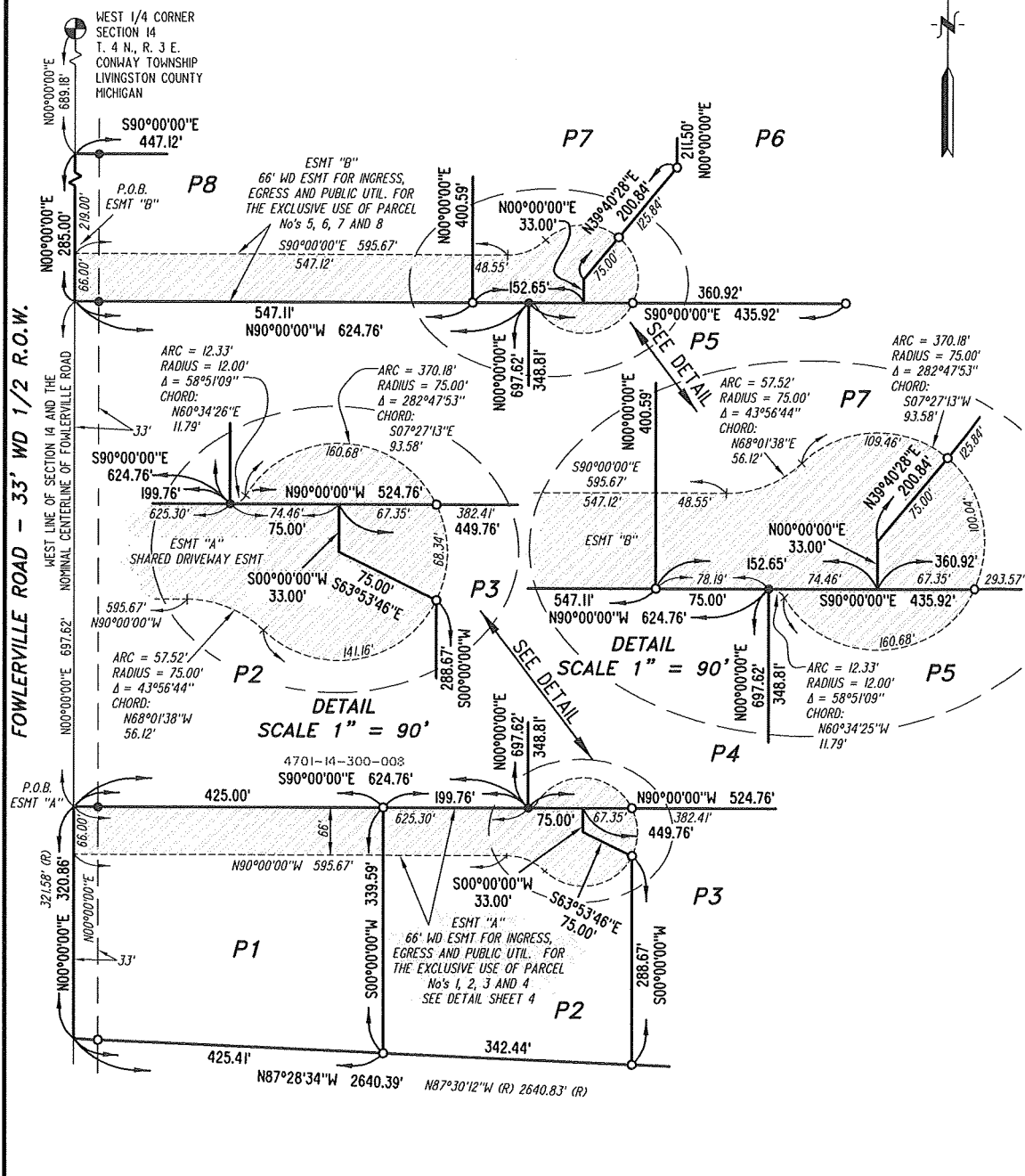
JOB No. 1- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC SHEET 3 OF 23

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

CERTIFIED LAND SURVEY

DETAIL SHEET - ESMTS "A" & "B"



○ = SET 1/2" x 18" IRON ROD WITH CAP STAMPED "TRP 62878"

● = FOUND IRON ROD (UNLESS OTHERWISE SPECIFIED)

F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
F.C.I. = FOUND CAPPED IRON

■ = FOUND MONUMENT F.M.
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L = LIBER, PG = PAGE, PL = PLATTED
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ARC = ARC LENGTH RAD = RADIUS

SCALE: 1" = 180' ALL DISTANCES SHOWN ARE IN FEET OR DECIMALS THEREOF.

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LUJAK DEVELOPMENT CORP. INC.

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC SHEET 4 OF 23

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

**DECLARATION OF EASEMENT, UTILITY EASEMENT
AND MAINTENANCE AGREEMENT FOR PRIVATE DRIVEWAY**

THIS AGREEMENT is entered into this ____ day of _____, 2024, by the undersigned property owner **LUJAK DEVELOPMENT CORPORATION, INC.**, a Michigan Domestic Profit Corporation.

WHEREAS, the undersigned property owner is the title holder to certain real property located in the Township of Conway, County of Livingston, State of Michigan, more particularly described in the attached **Exhibit A** hereto and made a part hereof, and as set forth on a certain survey done by **DESINE, INC.**, dated 04/16/2024 as revised 09/24/2024 (“Survey”); and

WHEREAS, it is the desire of the undersigned property owner to establish certain private driveway easements and maintenance agreements and easements for public and private utilities over various “**Burdened Parcels**” as described below for the benefit of various “**Benefited Parcels**” described below, including all current and future land owners of said property as follows:

EASEMENT “B”: A 66’ wide easement for ingress and egress and public utilities over Parcels 5 through 8, inclusive (“**Burdened Parcels**”) for the exclusive use of Parcels 5, 6, 7 and 8 (“**Benefited Parcels**”). (Exhibit B, Detail Sheet 3 and 4)

In consideration of the mutual promises of the parties, and other valuable consideration, IT IS AGREED as follows:

EASEMENT DECLARATION

1. The Parcel Owner identified below hereby grants, transfers, establishes and declares a non-exclusive, perpetual easement for public and private utilities, ingress and egress, improved or unimproved (“Easement”) over and across the Burdened Parcels for the benefit of the Benefited Parcels, as described in the Survey attached as **Exhibit B**. The

public utility easements include, but are not limited to, easements for storm water and other drainage, electric, gas, telecommunications, cable television, sanitary sewer and water. The location and construction of any public or private utilities shall conform to any applicable Conway Township ordinances, rules and regulations and any applicable State of Michigan statutes or Livingston County rules and regulations, including any applicable Livingston County Road Commission rules, regulations or procedures. The Easement is also granted to the public for the purposes of emergency access and other public pedestrian and vehicular access for whatever public services are necessary. This Agreement shall be created and recorded prior to selling any lot or parcel.

2. The Easement shall perpetually burden and benefit the land which it passes across, over and through, as well as any Parcels which gain access to the Easement by way of any private driveways or private road easements.
3. This Agreement shall be registered with the Livingston County Register of Deeds.

EASEMENT MAINTENANCE

4. The owners of the Benefited Parcels, including any parcels which have the right to use the Easement now or in the future (“Benefited Parcel Owners”), shall be equally obligated to pay for the cost of repairing and maintaining the Easement, regardless of the size of their respective parcels. The terms “maintenance” and “repair,” and all derivatives of these terms, shall include, but shall not be limited to, the following:
 - A. The grading of any unpaved portion of the Easement to remove bumps or obstructions which may cause injury or damage to life or property;
 - B. Resurfacing, repairing and patching any paved portion of the Easement at regular intervals, as well as the grading, when required, of the shoulders of the Easement;
 - C. The removal of brush and the mowing of vegetation adjacent to the shoulder of the private road or driveway within the Easement, including vegetation located in any ditches as may be needed from time to time in order to provide for the free draining of water in said ditches, and to provide clear vision to intersections of the Easement and any public or private road as well as the intersection with any separate driveways; and
 - D. The removal of snow and ice, and the addition of salt, sand, gravel and dust control measures, and the carrying out of other steps necessary to maintain the Easement in a safe and usable condition at all times of the year and in conformance with the Township’s requirements.
5. The Benefited Parcel Owners shall work together in good faith to coordinate the repair and maintenance activities concerning the Easement in order to make the repair and maintenance of the Easement as efficient and economical as possible.

6. Any damage to the Easement, including but not limited to damage to any paved portion, which is caused by the extraordinary use of the Easement by a Parcel Owner, or his/her agents, invitees or licensees, shall be the responsibility of and promptly repaired by that Parcel Owner at his/her sole expense. "Extraordinary use" shall mean but is not limited to any damage caused by construction equipment, commercial trucks, recreational vehicles or other damage caused by use that is not consistent with normal traffic. If any Parcel Owner fails to promptly repair damage to the Easement or the private driveway which is caused by him/her or his/her agents, invitees or licensees, the owners of other benefited properties may do so, and seek reimbursement from the Parcel Owner who has failed to make such repairs.
7. The initial cost of construction of the shared drive shall be paid for by LUJAK DEVELOPMENT CORPORATION, INC.
8. **Initiating Maintenance and Repairs, Payment of Costs.**
 - A. When maintenance or repairs appear to be necessary, a majority of the Benefited Parcel Owners may approve the maintenance or repair along with the total cost, and may undertake such action anywhere along the Easement following reasonable notice to and consultation with the other Benefited Parcel Owners. The majority means the simple majority of the total number of Benefited Parcels subject to this Agreement with each parcel receiving one (1) vote. If any single Parcel Owner owns more than one parcel, that Parcel Owner will have one (1) vote for each parcel provided that each parcel will be subject to a separate share of the total cost. Approval of proposed maintenance or repair projects may be given either by written consent of a majority of the Benefited Parcel Owners, or by voice vote at a meeting of the Benefited Parcel Owners, where a majority of the Benefited Parcel Owners or their representatives vote in favor of the proposed project. Any such meeting where a vote will be taken on maintenance or repair costs shall be held after at least seven (7) days notice to all Benefited Parcel Owners regarding the Easement, unless notice is waived in writing.
 - B. The Benefited Parcel Owners undertaking such authorized maintenance or repairs may contract for and may initially pay all reasonable costs associated with them. Any Parcel Owner incurring such authorized expenses individually shall bill the other Parcel Owners for their share of such costs. The other Benefited Parcel Owners shall promptly pay the statement rendered for their proportionate share of such costs, based upon the number of Parcels owned by them.
 - C. Provided that a Parcel Owner is current in his/her obligations, any Parcel Owner shall be released from all personal liability for costs associated with the repair and maintenance of the Easement immediately upon the sale or conveyance of his/her complete ownership interest in the Parcel owned by him/her that is benefited by the Easement.

- D. If any Parcel Owner should fail to pay any statement tendered by another Parcel Owner to him/her for repairs and maintenance expenses which have been authorized pursuant to this Agreement within twenty (20) days after receipt thereof, the amount billed in such statement, together with interest thereon at the rate of seven percent (7%) per annum, plus such reasonable attorney fees as may be necessary to collect said sums, shall automatically become a continuing lien upon the Parcel of the Parcel Owner who has not paid. The Parcel Owner incurring an expense which remains unpaid may, upon failure of the other Parcel Owner to pay his/her share in a timely manner, record notice of the continuing of lien against such parcel in the office of the Register of Deeds for Livingston County, and may thereafter file a complaint to foreclose said lien, in any manner now or in the future permitted by law or equity with respect to mortgage liens. Proceeds received at such sale shall be distributed first to pay the lien being foreclosed upon, plus all costs and expenses, interest and attorney fees, and any surplus shall be distributed in accordance with the priorities established by applicable law. The Parcel Owner who has paid such costs and expenses without proper reimbursement, may, in addition to, or instead of foreclosure, obtain a deficiency judgment or money judgment against the defaulting Parcel Owner, as provided by law.
9. **No Public Obligation to Maintain Private Driveway.** The undersigned acknowledge that no public funds of any kind will be used to build, repair, improve, rebuild or maintain the Easement or any private driveway or road constructed on the Easement. Conway Township has no responsibility or obligation regarding construction, repair, improvement or maintenance in regard to said Easement or as it pertains to ingress and egress to any parcel utilizing the Easement. The undersigned acknowledge and agree that the Township shall be reimbursed any and all costs and fees pursuant to this Agreement, including but not limited to planning, engineering, legal and similar reviews necessary to ensure the Easement or any private driveway or road is established, constructed, repaired or maintained pursuant to the Township's ordinances. The Township may, but is not obligated to, recover any and all costs by establishing a special assessment district pursuant to this Agreement and as permitted by law. Establishing a special assessment district shall be at the Township's sole discretion and shall not preclude the Township from seeking a recovery of unpaid costs and expenses in any other manner permitted by this Agreement or by law.
10. **Notice of Failure to Make Repairs.** The undersigned acknowledge and agree that if repairs and maintenance responsibilities are not met, the Conway Township Board may, but is not obligated to, cause the Easement to be brought up to design standards specified in the Conway Township Zoning Ordinance, and may assess owners of the parcels on the Easement and those others who have access to the Easement, if any, for the cost of such improvements plus a reasonable administrative fee.
11. **Special Assessment Petition for Private Driveway.** In order for the Township to construct, improve, rebuild, pave, repair or maintain the Easement, if the Parcel Owners

fail to do so as required by this Agreement or applicable standards or ordinances, the Parcel Owners liable for the costs hereby consent to the establishment of a special assessment district in order to finance the maintenance, repairs or capital improvements to the Easement. By executing this Agreement, the Parcel Owners, and any future owners, shall be deemed to have irrevocably petitioned the Township and consented to the establishment of a special assessment district for the maintenance, repair and capital improvements necessary to keep the Easement in a safe and usable condition. Conway Township may, but shall not be obligated, to establish a special assessment district.

ADDITIONAL PROVISIONS

12. **Indemnification.** On behalf of themselves, their heirs, agents, trustees, successors, and assigns, the undersigned hereby agree jointly and severally to indemnify and hold harmless Conway Township and its officials, employees, agents, volunteers, contractors, attorneys, and assigns, from any and all claims which might be brought against it/them based on causes of action and alleged damages relating in any way to the Easement, the use of the Easement, and this Agreement.

Each subsequent Parcel Owner agrees to indemnify and hold harmless the developer, Lujak Development Corporation, Inc. and its officers, shareholders, agents, successors and assigns, from any and all claims which might be brought against it/them based on causes of action and alleged damages relating in any way to this Easement, the use of the Easement, and this Agreement.

13. **Subdivision.** If any of the Parcels are divided or subdivided by any means after the execution of this Agreement, the owners of the resulting parcels that are entitled to use the Easement shall be equally responsible with all other Parcel Owners for the cost of maintenance and repair of the Easement, and the owners of all resulting parcels shall be considered Parcel Owners for all purposes under this agreement. To the extent that it is determined by Conway Township or any other governmental agency that the owners of any resulting parcels must create and record an appropriate easement for public utilities, such easement shall be created and recorded in accordance with Paragraph 1 of this Agreement.

14. **Interference with Egress and Ingress.**

- A. The Parcel Owners shall not prohibit, restrict, limit, or in any way interfere with the lawful and proper use of the Easement for ingress and egress, or for the installation, improvement and replacement of public utilities, and/or for the repair and maintenance of the Easement.
- B. The rights of interested parties to use the Easement specifically extend to the Parcel Owners responsible for repair and maintenance of the Easement, as well as their families, guests, vendors, invitees and licensees (including, but not limited to, tradesmen, deliverymen, U.S. Postal Service employees delivering mail, private

parcel delivery services, and school bus drivers), as well as by public utility employees, and agents, subcontractors or contractors of public utilities, as well as by agents or representatives of Conway Township or other governmental entities, and by the operators of, and passengers in, any emergency vehicles and other public vehicles and others bound to or returning from any parcels.

15. **Assignment of Rights.** All rights granted under this Agreement shall not be further assignable by Parcel Owners except as appurtenant to, and in conjunction with, the sale or conveyance of a parcel or parcels served by the Easement.
16. **Amendments.** The Easement, rights and responsibilities contained in this Agreement shall be perpetual and shall run with the land. The provisions of this Agreement may be amended, but only with the consent of the undersigned Parcel Owners or their assignees, personal representatives, heirs or devisees, and only to the extent that such amendments do not conflict with any provisions of the Conway Township Zoning Ordinance. Any amendments to this Agreement must be reviewed and approved by the Township.
17. **Payment of Fees.** The Parcel Owners agree that if inspections and reviews are required under the Conway Township Zoning Ordinance or any other ordinance, as hereafter amended, the Parcel Owners shall pay all costs incurred by the Township in having the Township review, inspect and approve the design and construction of the Easement and pay any legal fees incurred by the Township in reviewing the same or any amendments to this Agreement.

The parties have executed this Agreement on the dates set forth below.

PARCEL OWNER:

**LUJAK DEVELOPMENT CORPORATION,
INC.**

Owner of Parcels 5-8 inclusive

/s/ _____

By: George E. Pushies_
President of Lujak Development Corporation, Inc.

**** NOTARIZATION FOR SIGNATURES ON THE FOLLOWING PAGE**

EXHIBIT A—LEGAL DESCRIPTIONS

EASEMENT "A" 1.36± Acres

A 66-foot wide easement for ingress, egress and public utilities for the exclusive use of and being part of Parcel No's 1, 2, 3 and 4, more particularly described as follows:
 Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
 thence S00°00'00"E 1671.80 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to the **PLACE OF BEGINNING**;
 thence S90°00'00"E 625.30 feet;
 thence Northeasterly 12.33 feet along the arc of a 12-foot radius curve to the left, through a central angle of 58°51'09" and having a chord bearing N60°34'26"E 11.79 feet;
 thence Southerly 370.18 feet along the arc of a 75-foot reverse curve to the right, through a central angle of 282°47'53" and having a chord bearing S07°27'13"E 93.58 feet;
 thence Northwesterly 57.72 feet along the arc of a 75-foot reverse curve to the left, through a central angle of 43°56'44" and having a chord bearing N68°01'38"W 56.12 feet;
 thence N90°00'00"W 595.67 feet to said West line of Section 14 and said nominal centerline line of Fowlerville Road, to a point distant 920.15 feet S00°00'00"E to the Southwest Corner of said Section 14;
 thence N00°00'00"E 66.00 feet along said West line of Section 14 and said nominal centerline line of Fowlerville Road to the Place of Beginning.
 Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 1.36 acres of land, more or less. Subject to the rights of the public over the West 33 feet thereof, as occupied, by Fowlerville Road (33-foot wide 1/2 Right-of-Way), also subject to and together with all easements and restrictions affecting title to the above described premises.

EASEMENT "B" 1.36± Acres

A 66-foot wide Easement for Ingress, Egress and Public Utilities, for the exclusive use of and being a part of Parcel No's 5, 6, 7 and 8, more particularly described as follows:
 Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
 thence S00°00'00"E 908.18 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to the **PLACE OF BEGINNING**;
 thence S90°00'00"E 595.67 feet;
 thence Northeasterly 57.52 feet along the arc of a 75-foot radius curve to the left, through a central angle of 43°56'44" and having a chord bearing N68°01'38"E 56.12 feet;
 thence Southerly 370.18 feet along the arc of a 75-foot radius reverse curve to the right, through a central angle of 282°47'53" and having a chord bearing S07°27'13"W 93.58 feet;
 thence Northwesterly 12.33 feet along the arc of a 12-foot radius reverse curve to the left, through a central angle of 58°51'09" and having a chord bearing N60°34'25"W 11.79 feet;
 thence N90°00'00"W 625.30 feet to said West line of Section 14 and said nominal centerline of Fowlerville Road, to a point distant 1617.77 feet S00°00'00"E to the Southwest Corner of said Section 14;
 thence N00°00'00"E 66.00 feet along said West line of Section 14 and said nominal centerline of Fowlerville Road to the Place of Beginning.
 Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 1.36 acres of land, more or less. Subject to the rights of the public over the West 33 feet thereof, as occupied, by Fowlerville Road (33-foot wide 1/2 Right-of-Way), also subject to and together with all easements and restrictions affecting title to the above described premises.

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 EMAIL: desine@desineinc.com
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PREPARED FOR
LUJAK DEVELOPMENT CORP. INC.

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
 CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC SHEET 19 OF 23

TRAVIS R. PRATT
 PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
 6/20/24, 9/4/24 & 9/24/24

PARCEL 5 3.49± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
 thence S00°00'00"E 974.18 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way), to point distant 1683.77 feet S00°00'00"W to the Southwest Corner of said Section 14;
 thence S90°00'00"E 624.76 feet to the **PLACE OF BEGINNING**;
 thence continuing S90°00'00"E 435.92 feet;
 thence S00°00'00"W 348.81 feet;
 thence N90°00'00"W 435.92 feet;
 thence N00°00'00"E 348.81 feet to the Place of Beginning.
 Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 3.49 acres of land, more or less. Subject to and together with a 66-foot wide private easement for Ingress, egress and public utilities for the exclusive use of Parcel No's 5, 6, 7 and 8, hereinafter described as Easement "B," also subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL 6 2.45± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
 thence S00°00'00"E 974.18 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to point distant 1683.77 feet S00°00'00"W to the Southwest Corner of said Section 14;
 thence S90°00'00"E 699.76 feet along the South line of a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 5, 6, 7 and 8, hereinafter described as Easement "B" to the **PLACE OF BEGINNING**;
 thence N00°00'00"E 33.00 feet to the center of a 75-foot radius cul-de-sac of said Easement "B;"
 thence N39°40'28"E 200.84 feet;
 thence N00°00'00"E 211.50 feet;
 thence S89°41'31"E 232.70 feet;
 thence S00°00'00"W 397.83 feet;
 thence N90°00'00"W 360.92 feet to the Place of Beginning.
 Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 2.45 acres of land, more or less. Subject to and together with a 66-foot wide private easement for Ingress, egress and public utilities for the exclusive use of Parcel No's 5, 6, 7 and 8, hereinafter described as Easement "B," also subject to and together with all easements and restrictions affecting title to the above described premises

CIVIL ENGINEERS
LAND SURVEYORS



PREPARED FOR

LUJAK DEVELOPMENT CORP. INC.

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616	DATE 04/16/24
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DWG 244616-132	DRAWN LMC	SHEET 13 OF 23
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TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

PARCEL 7 2.25± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;

thence S00°00'00"E 974.18 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to point distant 1683.77 feet S00°00'00"W to the Southwest Corner of said Section 14;

thence S90°00'00"E 547.11 feet along the South line of a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 5, 6, 7 and 8, hereinafter described as Easement "B" to the **PLACE OF BEGINNING**;

thence N00°00'00"E 400.59 feet;

thence S89°41'31"E 280.88 feet;

thence S00°00'00"W 211.50 feet;

thence S39°40'28"W 200.84 feet to the center of a 75-foot radius cul-de-sac of said Easement "B";

thence S00°00'00"W 33.00 feet;

thence N90°00'00"W 75.00 feet;

thence N90°00'00"W 77.65 feet along said South line of Easement "B" to the Place of Beginning.

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 2.25 acres of land, more or less. Subject to and together with a 66-foot wide private easement for Ingress, egress and public utilities for the exclusive use of Parcel No's 5, 6, 7 and 8, hereinafter described as Easement "B," also subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL 8 3.84± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;

thence S00°00'00"E 689.18 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to the **PLACE OF BEGINNING**;

thence S90°00'00"E 447.12 feet;

thence N02°22'01"E 116.19 feet;

thence S89°41'31"E 95.20 feet;

thence S00°00'00"W 400.59 feet to the South line of a 66-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 5, 6, 7 and 8, hereinafter described as Easement "B,"

thence N90°00'00"W 547.11 feet along said Easement "B" to said West line of Section 14 and to said nominal centerline of Fowlerville Road, to a point distant 1683.77 feet S00°00'00"W to the Southwest Corner of said Section 14;

thence N00°00'00"E 285.00 feet along said West line of Section 14 and said centerline of Fowlerville Road to the Place of Beginning.

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 3.84 acres of land, more or less. Subject to the rights of the public over the West 33 feet thereof, as occupied, by Fowlerville Road (33-foot wide 1/2 Right-of-Way), also subject to and together with a 66-foot wide private easement for Ingress, egress and public utilities for the exclusive use of Parcel No's 5, 6, 7 and 8, hereinafter described as Easement "B," also subject to and together with all easements and restrictions affecting title to the above described premises.

CIVIL ENGINEERS
LAND SURVEYORS



PREPARED FOR

LUJAK DEVELOPMENT CORP. INC.

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

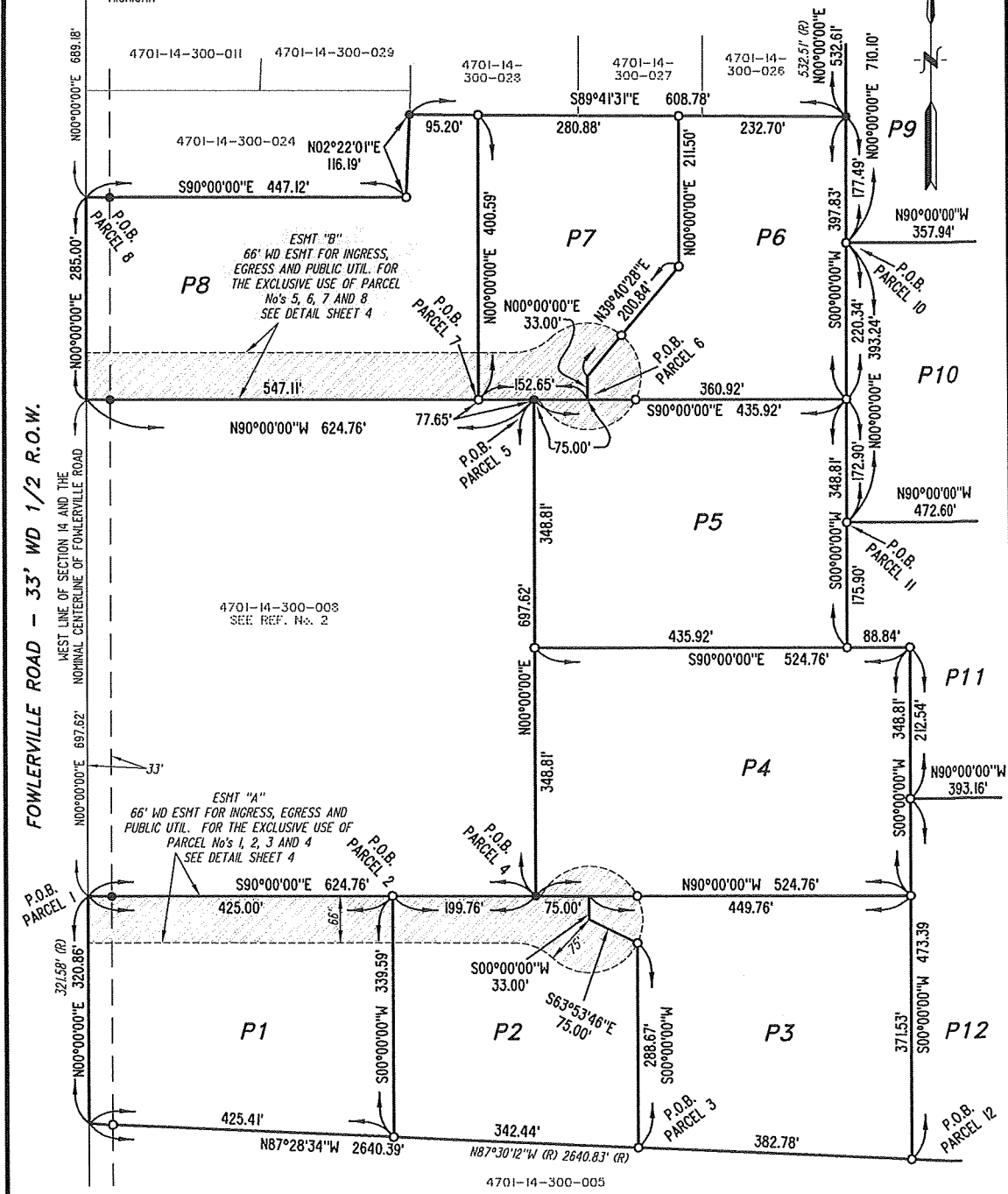
JOB No. 1-- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC SHEET 14 OF 23

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

EXHIBIT B—SURVEY

CERTIFIED LAND SURVEY DETAIL SHEET - PARCELS #1-#8

WEST 1/4 CORNER
SECTION 14
T. 4 N., R. 3 E.
CONWAY TOWNSHIP
LIVINGSTON COUNTY
MICHIGAN



○ = SET 1/2" x 18" IRON ROD WITH CAP STAMPED "TRP 62878"
● = FOUND IRON ROD (UNLESS OTHERWISE SPECIFIED)

F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
F.C.I. = FOUND CAPPED IRON

LEGEND
■ = FOUND MONUMENT F.M.
-x-x- = FENCE LINE

L = LIBER, PG = PAGE, PL = PLATTED
C = CALCULATED, M = MEASURED
R = MEASUREMENT OF RECORD
ARC = ARC LENGTH RAD = RADIUS

SCALE: 1" = 180' ALL DISTANCES SHOWN ARE IN FEET OR DECIMALS THEREOF.

CIVIL ENGINEERS
LAND SURVEYORS

DESINE INC

(810) 227-9533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

LUJAK DEVELOPMENT CORP. INC.

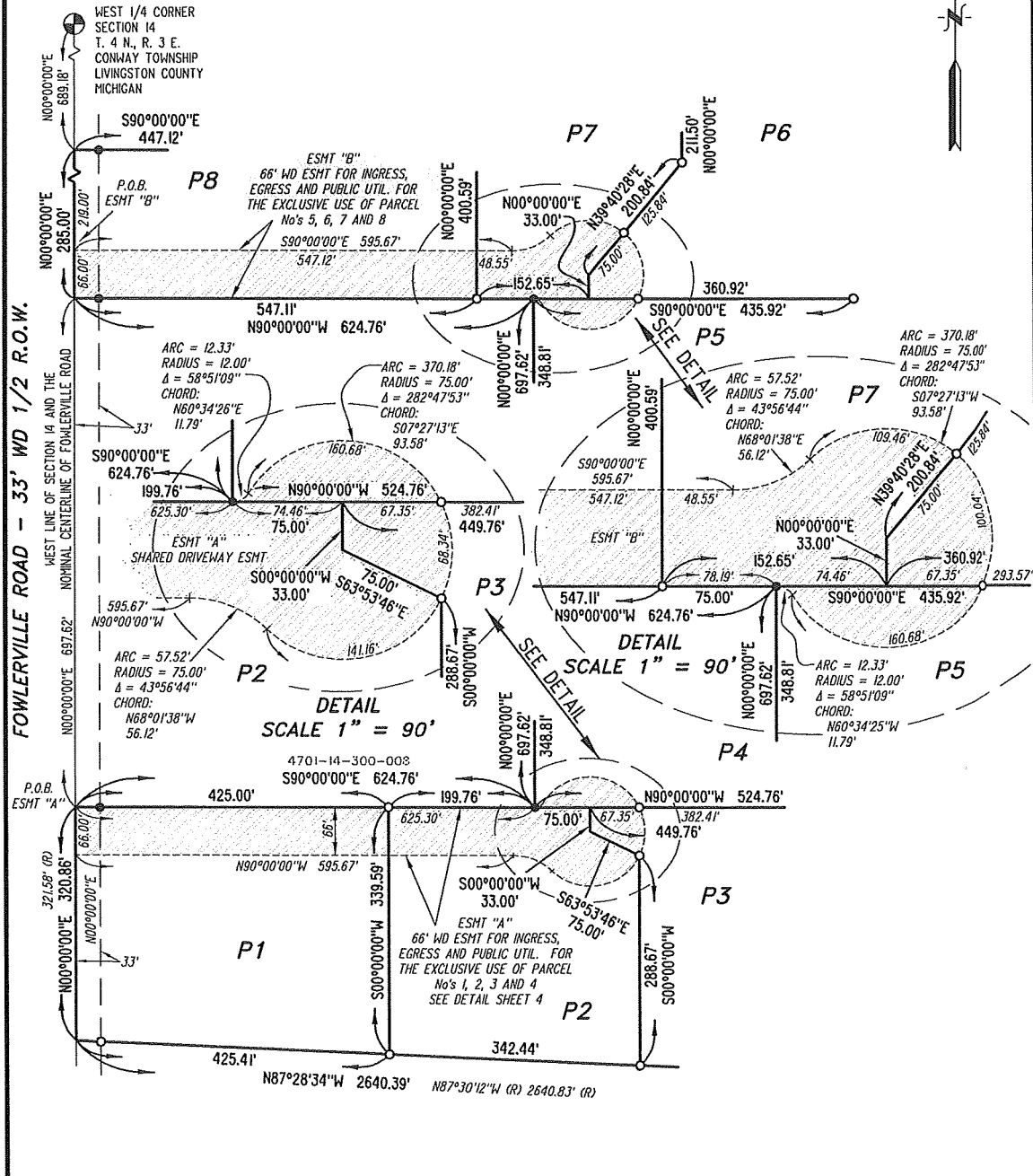
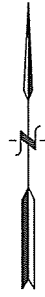
SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC SHEET 3 OF 23

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

CERTIFIED LAND SURVEY DETAIL SHEET - ESMTS "A" & "B"



○ = SET 1/2" x 18" IRON ROD WITH CAP STAMPED "TRP 62878"
 ● = FOUND IRON ROD (UNLESS OTHERWISE SPECIFIED)
 F.I.R. = FOUND IRON ROD
 F.I.P. = FOUND IRON PIPE
 F.C.I. = FOUND CAPPED IRON
 ■ = FOUND MONUMENT F.M.
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SCALE: 1" = 180'
 ALL DISTANCES SHOWN ARE IN FEET OR DECIMALS THEREOF.

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 (810) 227-9533
 FAX (810) 227-9460
 EMAIL: desine@desineinc.com
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PREPARED FOR
LUJAK DEVELOPMENT CORP. INC.
 SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
 CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
 JOB No. 1- 04-14-244616 DATE 04/16/24
 DWG 244616-132 DRAWN LMC SHEET 4 OF 23
 TRAVIS R. PRATT
 PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
 6/20/24, 9/4/24 & 9/24/24

**DECLARATION OF EASEMENT, UTILITY EASEMENT
AND MAINTENANCE AGREEMENT FOR PRIVATE DRIVEWAY**

THIS AGREEMENT is entered into this ____ day of _____, 2024, by the undersigned property owner **LUJAK DEVELOPMENT CORPORATION, INC.**, a Michigan Domestic Profit Corporation.

WHEREAS, the undersigned property owner is the title holder to certain real property located in the Township of Conway, County of Livingston, State of Michigan, more particularly described in the attached **Exhibit A** hereto and made a part hereof, and as set forth on a certain survey done by **DESINE, INC.**, dated 04/16/2024 as revised 09/24/2024 (“Survey”); and

WHEREAS, it is the desire of the undersigned property owner to establish certain private driveway easements and maintenance agreements and easements for public and private utilities over various “**Burdened Parcels**” as described below for the benefit of various “**Benefited Parcels**” described below, including all current and future land owners of said property as follows:

EASEMENT “C”: A 80’ wide easement for ingress and egress and public utilities over Parcels 9,10,11,12, and 13 (“**Burdened Parcels**”) for the exclusive use of Parcels 10, 11, 12 and 13 (“**Benefited Parcels**”). (Exhibit B, Detail Sheets 5,6, 7 and 8).

In consideration of the mutual promises of the parties, and other valuable consideration, IT IS AGREED as follows:

EASEMENT DECLARATION

1. The Parcel Owner identified below hereby grants, transfers, establishes and declares a non-exclusive, perpetual easement for public and private utilities, ingress and egress, improved or unimproved (“Easement”) over and across the Burdened Parcels for the benefit of the Benefited Parcels, as described in the Survey attached as **Exhibit B**. The

public utility easements include, but are not limited to, easements for storm water and other drainage, electric, gas, telecommunications, cable television, sanitary sewer and water. The location and construction of any public or private utilities shall conform to any applicable Conway Township ordinances, rules and regulations and any applicable State of Michigan statutes or Livingston County rules and regulations, including any applicable Livingston County Road Commission rules, regulations or procedures. The Easement is also granted to the public for the purposes of emergency access and other public pedestrian and vehicular access for whatever public services are necessary. This Agreement shall be created and recorded prior to selling any lot or parcel.

2. The Easement shall perpetually burden and benefit the land which it passes across, over and through, as well as any Parcels which gain access to the Easement by way of any private driveways or private road easements.
3. This Agreement shall be registered with the Livingston County Register of Deeds.

EASEMENT MAINTENANCE

4. The owners of the Benefited Parcels, including any parcels which have the right to use the Easement now or in the future (“Benefited Parcel Owners”), shall be equally obligated to pay for the cost of repairing and maintaining the Easement, regardless of the size of their respective parcels. The terms “maintenance” and “repair,” and all derivatives of these terms, shall include, but shall not be limited to, the following:
 - A. The grading of any unpaved portion of the Easement to remove bumps or obstructions which may cause injury or damage to life or property;
 - B. Resurfacing, repairing and patching any paved portion of the Easement at regular intervals, as well as the grading, when required, of the shoulders of the Easement;
 - C. The removal of brush and the mowing of vegetation adjacent to the shoulder of the private road or driveway within the Easement, including vegetation located in any ditches as may be needed from time to time in order to provide for the free draining of water in said ditches, and to provide clear vision to intersections of the Easement and any public or private road as well as the intersection with any separate driveways; and
 - D. The removal of snow and ice, and the addition of salt, sand, gravel and dust control measures, and the carrying out of other steps necessary to maintain the Easement in a safe and usable condition at all times of the year and in conformance with the Township’s requirements.
5. The Benefited Parcel Owners shall work together in good faith to coordinate the repair and maintenance activities concerning the Easement in order to make the repair and maintenance of the Easement as efficient and economical as possible.

6. Any damage to the Easement, including but not limited to damage to any paved portion, which is caused by the extraordinary use of the Easement by a Parcel Owner, or his/her agents, invitees or licensees, shall be the responsibility of and promptly repaired by that Parcel Owner at his/her sole expense. "Extraordinary use" shall mean but is not limited to any damage caused by construction equipment, commercial trucks, recreational vehicles or other damage caused by use that is not consistent with normal traffic. If any Parcel Owner fails to promptly repair damage to the Easement or the private driveway which is caused by him/her or his/her agents, invitees or licensees, the owners of other benefited properties may do so, and seek reimbursement from the Parcel Owner who has failed to make such repairs.
7. The initial cost of construction of the shared drive shall be paid for by LUJAK DEVELOPMENT CORPORATION, INC.
8. **Initiating Maintenance and Repairs, Payment of Costs.**
 - A. When maintenance or repairs appear to be necessary, a majority of the Benefited Parcel Owners may approve the maintenance or repair along with the total cost, and may undertake such action anywhere along the Easement following reasonable notice to and consultation with the other Benefited Parcel Owners. The majority means the simple majority of the total number of Benefited Parcels subject to this Agreement with each parcel receiving one (1) vote. If any single Parcel Owner owns more than one parcel, that Parcel Owner will have one (1) vote for each parcel provided that each parcel will be subject to a separate share of the total cost. Approval of proposed maintenance or repair projects may be given either by written consent of a majority of the Benefited Parcel Owners, or by voice vote at a meeting of the Benefited Parcel Owners, where a majority of the Benefited Parcel Owners or their representatives vote in favor of the proposed project. Any such meeting where a vote will be taken on maintenance or repair costs shall be held after at least seven (7) days notice to all Benefited Parcel Owners regarding the Easement, unless notice is waived in writing.
 - B. The Benefited Parcel Owners undertaking such authorized maintenance or repairs may contract for and may initially pay all reasonable costs associated with them. Any Parcel Owner incurring such authorized expenses individually shall bill the other Parcel Owners for their share of such costs. The other Benefited Parcel Owners shall promptly pay the statement rendered for their proportionate share of such costs, based upon the number of Parcels owned by them.
 - C. Provided that a Parcel Owner is current in his/her obligations, any Parcel Owner shall be released from all personal liability for costs associated with the repair and maintenance of the Easement immediately upon the sale or conveyance of his/her complete ownership interest in the Parcel owned by him/her that is benefited by the Easement.

- D. If any Parcel Owner should fail to pay any statement tendered by another Parcel Owner to him/her for repairs and maintenance expenses which have been authorized pursuant to this Agreement within twenty (20) days after receipt thereof, the amount billed in such statement, together with interest thereon at the rate of seven percent (7%) per annum, plus such reasonable attorney fees as may be necessary to collect said sums, shall automatically become a continuing lien upon the Parcel of the Parcel Owner who has not paid. The Parcel Owner incurring an expense which remains unpaid may, upon failure of the other Parcel Owner to pay his/her share in a timely manner, record notice of the continuing of lien against such parcel in the office of the Register of Deeds for Livingston County, and may thereafter file a complaint to foreclose said lien, in any manner now or in the future permitted by law or equity with respect to mortgage liens. Proceeds received at such sale shall be distributed first to pay the lien being foreclosed upon, plus all costs and expenses, interest and attorney fees, and any surplus shall be distributed in accordance with the priorities established by applicable law. The Parcel Owner who has paid such costs and expenses without proper reimbursement, may, in addition to, or instead of foreclosure, obtain a deficiency judgment or money judgment against the defaulting Parcel Owner, as provided by law.
9. **No Public Obligation to Maintain Private Driveway.** The undersigned acknowledge that no public funds of any kind will be used to build, repair, improve, rebuild or maintain the Easement or any private driveway or road constructed on the Easement. Conway Township has no responsibility or obligation regarding construction, repair, improvement or maintenance in regard to said Easement or as it pertains to ingress and egress to any parcel utilizing the Easement. The undersigned acknowledge and agree that the Township shall be reimbursed any and all costs and fees pursuant to this Agreement, including but not limited to planning, engineering, legal and similar reviews necessary to ensure the Easement or any private driveway or road is established, constructed, repaired or maintained pursuant to the Township's ordinances. The Township may, but is not obligated to, recover any and all costs by establishing a special assessment district pursuant to this Agreement and as permitted by law. Establishing a special assessment district shall be at the Township's sole discretion and shall not preclude the Township from seeking a recovery of unpaid costs and expenses in any other manner permitted by this Agreement or by law.
10. **Notice of Failure to Make Repairs.** The undersigned acknowledge and agree that if repairs and maintenance responsibilities are not met, the Conway Township Board may, but is not obligated to, cause the Easement to be brought up to design standards specified in the Conway Township Zoning Ordinance, and may assess owners of the parcels on the Easement and those others who have access to the Easement, if any, for the cost of such improvements plus a reasonable administrative fee.
11. **Special Assessment Petition for Private Driveway.** In order for the Township to construct, improve, rebuild, pave, repair or maintain the Easement, if the Parcel Owners

fail to do so as required by this Agreement or applicable standards or ordinances, the Parcel Owners liable for the costs hereby consent to the establishment of a special assessment district in order to finance the maintenance, repairs or capital improvements to the Easement. By executing this Agreement, the Parcel Owners, and any future owners, shall be deemed to have irrevocably petitioned the Township and consented to the establishment of a special assessment district for the maintenance, repair and capital improvements necessary to keep the Easement in a safe and usable condition. Conway Township may, but shall not be obligated, to establish a special assessment district.

ADDITIONAL PROVISIONS

12. **Indemnification.** On behalf of themselves, their heirs, agents, trustees, successors, and assigns, the undersigned hereby agree jointly and severally to indemnify and hold harmless Conway Township and its officials, employees, agents, volunteers, contractors, attorneys, and assigns, from any and all claims which might be brought against it/them based on causes of action and alleged damages relating in any way to the Easement, the use of the Easement, and this Agreement.

Each subsequent Parcel Owner agrees to indemnify and hold harmless the developer, Lujak Development Corporation, Inc. and its officers, shareholders, agents, successors and assigns, from any and all claims which might be brought against it/them based on causes of action and alleged damages relating in any way to this Easement, the use of the easement, and this Agreement.

13. **Subdivision.** If any of the Parcels are divided or subdivided by any means after the execution of this Agreement, the owners of the resulting parcels that are entitled to use the Easement shall be equally responsible with all other Parcel Owners for the cost of maintenance and repair of the Easement, and the owners of all resulting parcels shall be considered Parcel Owners for all purposes under this agreement. To the extent that it is determined by Conway Township or any other governmental agency that the owners of any resulting parcels must create and record an appropriate easement for public utilities, such easement shall be created and recorded in accordance with Paragraph 1 of this Agreement.

14. **Interference with Egress and Ingress.**

- A. The Parcel Owners shall not prohibit, restrict, limit, or in any way interfere with the lawful and proper use of the Easement for ingress and egress, or for the installation, improvement and replacement of public utilities, and/or for the repair and maintenance of the Easement.
- B. The rights of interested parties to use the Easement specifically extend to the Parcel Owners responsible for repair and maintenance of the Easement, as well as their families, guests, vendors, invitees and licensees (including, but not limited to, tradesmen, deliverymen, U.S. Postal Service employees delivering mail, private

parcel delivery services, and school bus drivers), as well as by public utility employees, and agents, subcontractors or contractors of public utilities, as well as by agents or representatives of Conway Township or other governmental entities, and by the operators of, and passengers in, any emergency vehicles and other public vehicles and others bound to or returning from any parcels.

15. **Assignment of Rights.** All rights granted under this Agreement shall not be further assignable by Parcel Owners except as appurtenant to, and in conjunction with, the sale or conveyance of a parcel or parcels served by the Easement.
16. **Amendments.** The Easement, rights and responsibilities contained in this Agreement shall be perpetual and shall run with the land. The provisions of this Agreement may be amended, but only with the consent of the undersigned Parcel Owners or their assignees, personal representatives, heirs or devisees, and only to the extent that such amendments do not conflict with any provisions of the Conway Township Zoning Ordinance. Any amendments to this Agreement must be reviewed and approved by the Township.
17. **Payment of Fees.** The Parcel Owners agree that if inspections and reviews are required under the Conway Township Zoning Ordinance or any other ordinance, as hereafter amended, the Parcel Owners shall pay all costs incurred by the Township in having the Township review, inspect and approve the design and construction of the Easement and pay any legal fees incurred by the Township in reviewing the same or any amendments to this Agreement.

The parties have executed this Agreement on the dates set forth below.

PARCEL OWNER:

**LUJAK DEVELOPMENT CORPORATION,
INC.**

Owner of Parcels 09-13 inclusive

/s/ _____

By: George E. Pushies_
President of Lujak Development Corporation, Inc.

**** NOTARIZATION FOR SIGNATURES ON THE FOLLOWING PAGE**

EXHIBIT A—LEGAL DESCRIPTIONS

EASEMENT "C" 3.60± Acres

A 80-foot wide Easement for Ingress, Egress and Public Utilities, for the exclusive use of and being a part of Parcel No's 10, 11, 12 and 13, more particularly described as follows:
Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2657.95 feet S00°00'00"W to the Southwest Corner of said Section 14;

thence S87°38'19"E (recorded as S87°37'59"E) 1211.59 feet along the East-West 1/4 line of said Section 14 and the nominal centerline of Hayner Road (33-foot wide 1/2 Right-of-Way) to the **PLACE OF BEGINNING**;

thence continuing S87°38'19"E (recorded as S87°37'59"E) 150.00 feet along said East-West 1/4 line and said nominal centerline of Hayner Road, to a point distant 1279.47 feet S87°38'19"E (recorded as S87°37'59"E) to the Center Post of said Section 14;

thence S48°34'19"W 47.69 feet to the South line of said Hayner Road;

thence S00°00'00"E 315.40 feet;

thence Southerly 56.74 feet along the arc of a 200-foot radius curve to the left, through a central angle of 16°15'19" and having a chord bearing S08°07'39"E 56.55 feet;

thence S16°15'19"E 85.42 feet to a point on the Easterly line of said Parcel 12;

thence along said Easterly line said Parcel 12, same being the Westerly line of Parcel No's 13, 14 and 15, the following three courses:

1) S16°15'19"E 746.04 feet,

2) Southerly 71.08 feet along the arc of a 280-foot radius curve to the right, through a central angle of 14°32'39" and having a chord bearing S08°58'59"E 70.89 feet and

3) S01°42'40"E 308.40 feet to the Southwest Corner of said Parcel 13;

thence continuing S01°42'40"E 79.31 feet;

thence Southerly 52.29 feet along the arc of a 75-foot radius curve to the left, through a central angle of 39°56'47" and having a chord bearing S21°41'03"E 51.24 feet;

thence Westerly 340.20 feet along the arc of a 75-foot radius reverse curve to the right, through a central angle of 259°53'34" and having a chord bearing S88°17'20"W 115.00 feet;

thence Northerly 52.29 feet along the arc of 75-foot radius reverse curve to the left, through a central angle of 39°56'57" and having a chord bearing N18°15'43"E 51.24 feet;

thence N01°42'40"W 81.70 feet to the Southeast corner of said Parcel 11;

thence along the Westerly line of said Parcel 12, same being the Easterly line of Parcel No's 9, 10 and 11, the following five courses:

1) continuing N01°42'40"W 305.98 feet,

2) Northerly 50.77 feet along the arc of a 200-foot radius curve to the left, through a central angle of 14°32'39" and having a chord bearing N08°58'59"W 50.63 feet,

3) N16°15'19"W 831.48 feet,

4) Northerly 79.44 feet along the arc of a 280-foot radius curve to the right, through a central angle of 16°15'19" and having a chord bearing N08°07'39"W 79.17 feet and

5) N0°00'00"W 318.54 feet to said South line of Hayner Road;

thence N44°44'04"W 48.47 feet to said centerline of Hayner Road to the Place of Beginning.

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 3.60 acres of land, more or less. Subject to the rights of the public over the North 33 feet thereof, as occupied, by Hayner Road (33-foot wide 1/2 Right-of-Way), also subject to and together with all easements and restrictions affecting title to the above described premises.

CIVIL ENGINEERS
LAND SURVEYORS



(810) 227-9533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

LUJAK DEVELOPMENT CORP. INC.

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616 DATE 04/16/24

DWG 244616-132 DRAWN LMC SHEET 20 OF 23

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

PARCEL 9 4.63± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2657.95 feet S00°00'00"W to the Southwest Corner of said Section 14;
 thence S87°38'19"E (recorded as S87°37'59"E) 1061.59 feet along the East-West 1/4 line of said Section 14 and the nominal centerline of Hayner Road (33-foot wide 1/2 Right-of-Way) to the **PLACE OF BEGINNING**;
 thence continuing S87°38'19"E 300.00 feet along said East-West 1/4 line of Section 14 and said centerline of Hayner Road, to a point distant 1279.48 feet S87°38'19"E (recorded as S87°37'59"E) to the Center Post of said Section 14;
 thence S48°34'19"W 47.69 feet;
 thence along the East line of an 80-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C" the following three courses:
 1) S00°00'00"E 315.40 feet,
 2) Southerly 56.74 feet along the arc of a 200-foot radius curve to the left, through a central angle of 16°15'19" and having a chord bearing S08°07'39"E 56.55 feet and
 3) S16°15'19"E 307.08 feet;
 thence N90°00'00"W 357.94 feet;
 thence N00°00'00"E 710.10 feet to the Place of Beginning.

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 4.63 acres of land, more or less. Subject to the rights of the public over the North 33 feet thereof, as occupied, by Hayner Road (33-foot wide 1/2 Right-of-Way), also subject to a variable width drainage easement, hereinafter described as Easement "D," subject to an 80-foot wide private easement for ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C," also subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL 10 3.75± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2657.95 feet S00°00'00"W to the Southwest Corner of said Section 14;
 thence S87°38'19"E (recorded as S87°37'59"E) 1061.59 feet along the East-West 1/4 line of said Section 14 and the nominal centerline of Hayner Road (33-foot wide 1/2 Right-of-Way), to a point distant 1579.48 feet S87°38'19"E (recorded as S87°37'59"E) to the Center Post of said Section 14;
 thence S00°00'00"W 710.10 feet to the **PLACE OF BEGINNING**;
 thence S90°00'00"E 357.94 feet to the East line of an 80-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C,"
 thence S16°15'19"E 409.62 feet along said East line of Easement "C";
 thence N90°00'00"W 472.60 feet;
 thence N00°00'00"E 393.24 feet;

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 3.75 acres of land, more or less. Subject to and together with an 80-foot wide private easement for Ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C," also subject to a 30-foot by 90-foot Memorial Easement with Easement for Access, hereon after referred to as Easement "E," also subject to and together with all easements and restrictions affecting title to the above described premises.

CIVIL ENGINEERS
 LAND SURVEYORS



(810) 227-9533
 FAX (810) 227-9460
 EMAIL: desine@desineinc.com
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

PREPARED FOR

LUJAK DEVELOPMENT CORP. INC.

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
 CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC
SHEET 15 OF 23	

TRAVIS R. PRATT
 PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
 6/20/24, 9/4/24 & 9/24/24

PARCEL 11 3.92± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2657.95 feet S00°00'00"W to the Southwest Corner of said Section 14;
thence S87°38'19"E (recorded as S87°37'59"E) 1061.59 feet along the East-West 1/4 line of said Section 14 and the nominal centerline of Hayner Road (33-foot wide 1/2 Right-of-Way), to a point distant 1579.48 feet S87°38'19"E (recorded as S87°37'59"E) to the Center Post of said Section 14;
thence S00°00'00"W 1103.34 feet to the **PLACE OF BEGINNING**;
thence S90°00'00"E 472.60 feet to the East line of an 80-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C;"

thence along said East line of Easement "C" the following three courses:

- 1) S16°15'19"E 114.76 feet,
- 2) Southerly 71.08 feet along the arc of a 280-foot radius curve to the right, through a central angle of 14°32'39" and having a chord bearing S08°58'59"E 70.89 feet,
- 3) S01°42'40"E 9.28 feet;

thence N90°00'00"W 40.01 feet to the centerline of said Easement "C;"
thence S01°42'40"E 198.89 feet along said centerline of Easement "C;"
thence S00°00'00"W 393.16 feet;
thence N00°00'00"E 212.54 feet;
thence N90°00'00"W 88.84 feet;
thence N00°00'00"E 175.90 feet to the Place of Beginning.

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 3.92 acres of land, more or less. Subject to and together with an 80-foot wide private easement for Ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C," also subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL 12 15.95± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
thence S00°00'00"W 1992.66 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to a point distant 665.29 feet S00°00'00"W to the Southwest Corner of said Section 14;
thence S87°28'34"E (recorded as S87°30'12"E) 1150.63 feet to the **PLACE OF BEGINNING**;
thence N00°00'00"E 507.79 feet;
thence S90°00'00"E 393.16 feet to the centerline of an 80-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C;"

thence S01°42'40"E 101.24 feet along said centerline of Easement "C;"
thence N89°56'15"E 1092.35 feet to the North-South 1/4 line of said Section 14, to a point distant 1526.72 feet N00°01'43"E to said Center Post of Section 14;
thence S00°01'43"W 473.39 feet along said North-South 1/4 line;
thence N87°28'34"W (recorded as N87°30'12"W) 1489.75 feet to the Place of Beginning.

Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 15.95 acres of land, more or less. Subject to and together with an 80-foot wide private easement for Ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C," also subject to and together with all easements and restrictions affecting title to the above described premises.

CIVIL ENGINEERS
LAND SURVEYORS



(810) 227-9533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

LUJAK DEVELOPMENT CORP. INC.

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616 DATE 04/16/24

DWG 244616-132 DRAWN LMC SHEET 16 OF 23

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

PARCEL 13 8.53± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2641.07 feet S87°38'19"E to the Center Post of said Section 14;
 thence S00°00'00"W 1992.66 feet along the West line of said Section 14 the nominal centerline of Fowlerville Road (33-foot wide 1/2 Right-of-Way) to a point distant 665.29 feet S00°00'00"W to the Southwest Corner of said Section 14;
 thence S87°28'34"E 2640.38 feet (*recorded as S87°30'12"E 2640.83 feet*) to the North-South 1/4 line of said Section 14, to a point distant 666.02 feet S00°04'49"W to the South 1/4 Corner of said Section 14;
 thence N00°01'43"E 473.39 feet along said North-South 1/4 line to the **PLACE OF BEGINNING**;
 thence S89°56'15"W 1092.35 feet to the centerline of an 80-foot wide easement for ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C;"
 thence N01°42'40"W 300.13 feet along said centerline of said Easement "C;"
 thence N89°44'26"E 263.67 feet;
 thence N00°00'00"W 50.00 feet;
 thence S90°00'00"E 837.82 feet to the North-South 1/4 line of said Section 14, to a point distant 1176.72 feet N00°01'43"E to said Center Post of Section 14;
 thence S00°01'43"W 350.00 feet along said North-South 1/4 line to the Place of Beginning.
 Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 8.53 acres of land, more or less. Subject to and together with an 80-foot wide private easement for Ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C," also subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL 14 6.49± Acres

Commencing at the West 1/4 Corner of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan, said Corner distant 2657.95 feet S00°00'00"W to the Southwest Corner of said Section 14;
 thence S87°38'19"E (*recorded as S87°37'59"E*) 1361.69 feet along the East-West 1/4 line of said Section 14 and the nominal centerline of Hayner Road (33-foot wide 1/2 Right-of-Way) to the **PLACE OF BEGINNING**;
 thence continuing S87°38'19"E 290.23 feet along said East-West 1/4 line of Section 14 and said nominal centerline of Hayner Road, to a point distant 989.25 feet S87°38'19"E (*recorded as S87°37'59"E*) to the Center Post of said Section 14;
 thence S00°00'00"E 1117.48 feet;
 thence N90°00'00"W 105.92 feet to the East line of an 80-foot wide private easement for Ingress, egress and public utilities for the exclusive use of Parcel No's 10, 11, 12 and 13, hereinafter described as Easement "C;"
 thence along said East line of Easement "C" the following three courses:
 1) N16°15'19"W 756.75 feet,
 2) Northerly 56.74 feet along the arc of a 200-foot radius curve to the right, through a central angle of 16°15'19" and having a chord bearing N08°07'39"W 56.55 feet and
 3) N00°00'00"E 315.40 feet to the South line of said Hayner Road;
 thence N48°34'19"E 47.69 feet to the Place of Beginning.
 Being a part of the Southwest 1/4 of Section 14, Town 4 North, Range 3 East, Conway Township, Livingston County, Michigan. Containing 6.49 acres of land, more or less. Subject to the rights of the public over the North 33 feet thereof, as occupied, by Hayner Road (33-foot wide 1/2 Right-of-Way), also subject to a variable width drainage easement, hereinafter described as Easement "D," also subject to a 30-foot by 90-foot Pushies Family Memorial Easement, hereinafter described as Easement "E," also subject to and together with all easements and restrictions affecting title to the above described premises.

CIVIL ENGINEERS
LAND SURVEYORS



PREPARED FOR

LUJAK DEVELOPMENT CORP. INC.

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616 DATE 04/16/24

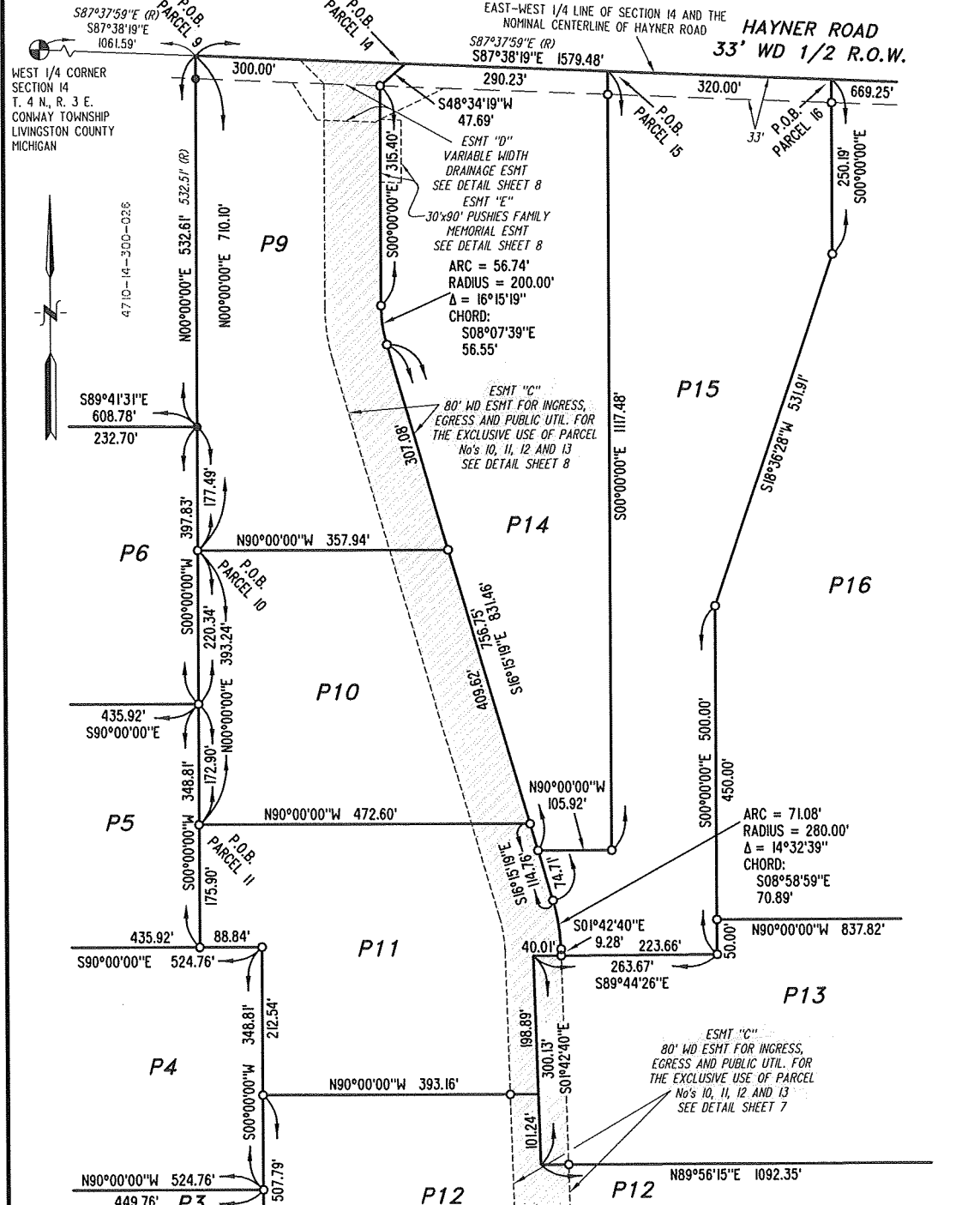
DWG 244616-132 DRAWN LMC SHEET 17 OF 23

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

EXHIBIT B—SURVEY

CERTIFIED LAND SURVEY

DETAIL SHEET - PARCELS #9-#11, #14-15 & PART OF #12



<p>○ = SET 1/2" x 18" IRON ROD WITH CAP STAMPED "TRP 62878"</p> <p>● = FOUND IRON ROD (UNLESS OTHERWISE SPECIFIED)</p>	<p>F.I.R. = FOUND IRON ROD</p> <p>F.I.P. = FOUND IRON PIPE</p> <p>F.C.I. = FOUND CAPPED IRON</p>	<p>■ = FOUND MONUMENT F.M.</p> <p>— x — = FENCE LINE</p> <p>L = LIBER, PG = PAGE, PL = PLATTED</p> <p>C = CALCULATED, M = MEASURED</p> <p>R = MEASUREMENT OF RECORD</p> <p>ARC = ARC LENGTH RAD = RADIUS</p>
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SCALE: 1" = 180' ALL DISTANCES SHOWN ARE IN FEET OR DECIMALS THEREOF.

CIVIL ENGINEERS
LAND SURVEYORS

(810) 227-9533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

LUJAK DEVELOPMENT CORP. INC.

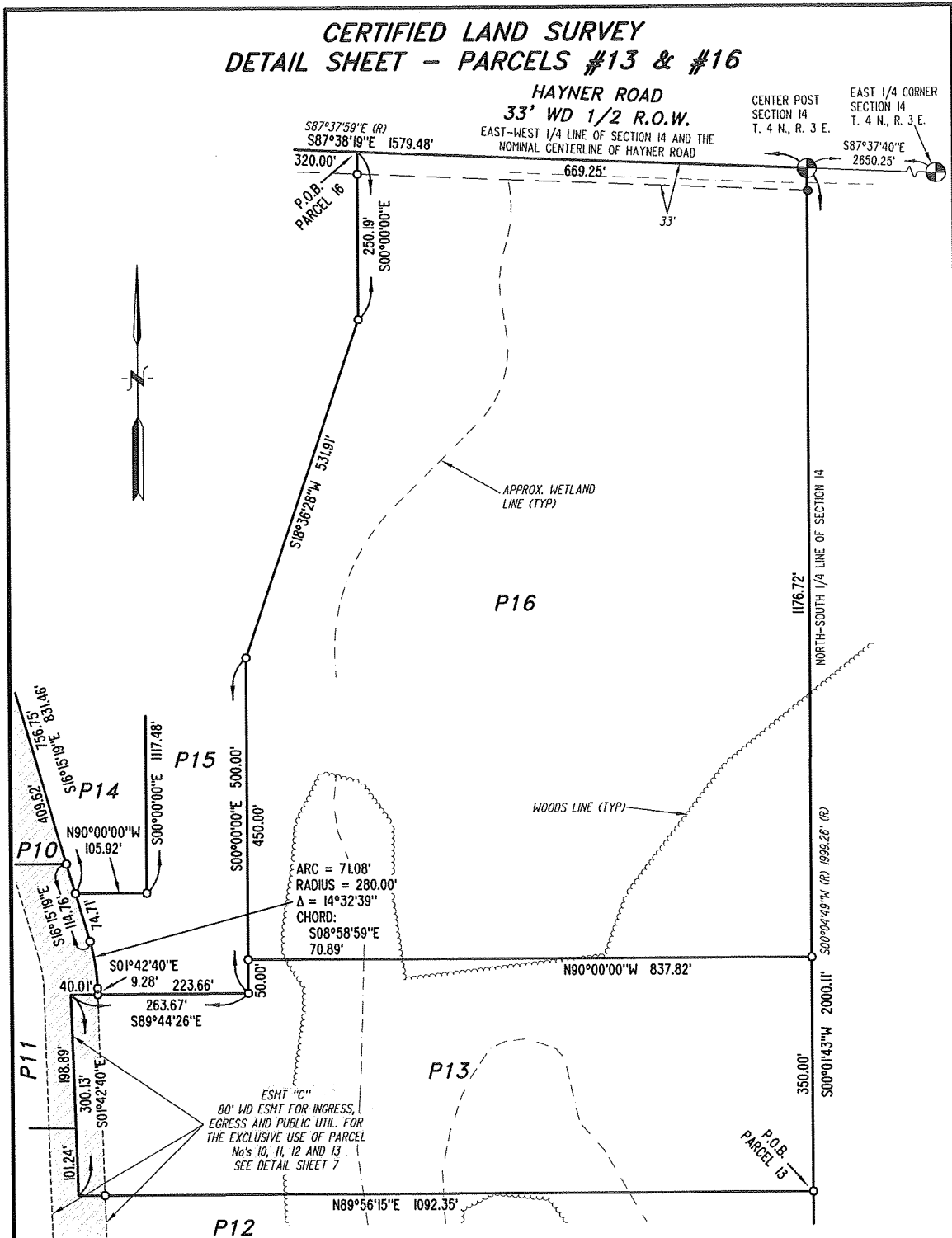
SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC
SHEET 5 OF 23	

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

CERTIFIED LAND SURVEY DETAIL SHEET - PARCELS #13 & #16



○ = SET 1/2" x 18" IRON ROD WITH CAP STAMPED "TRP 62878"
● = FOUND IRON ROD (UNLESS OTHERWISE SPECIFIED)

F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
F.C.I. = FOUND CAPPED IRON

LEGEND
■ = FOUND MONUMENT F.M.
-x-x- = FENCE LINE

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LAND SURVEYORS



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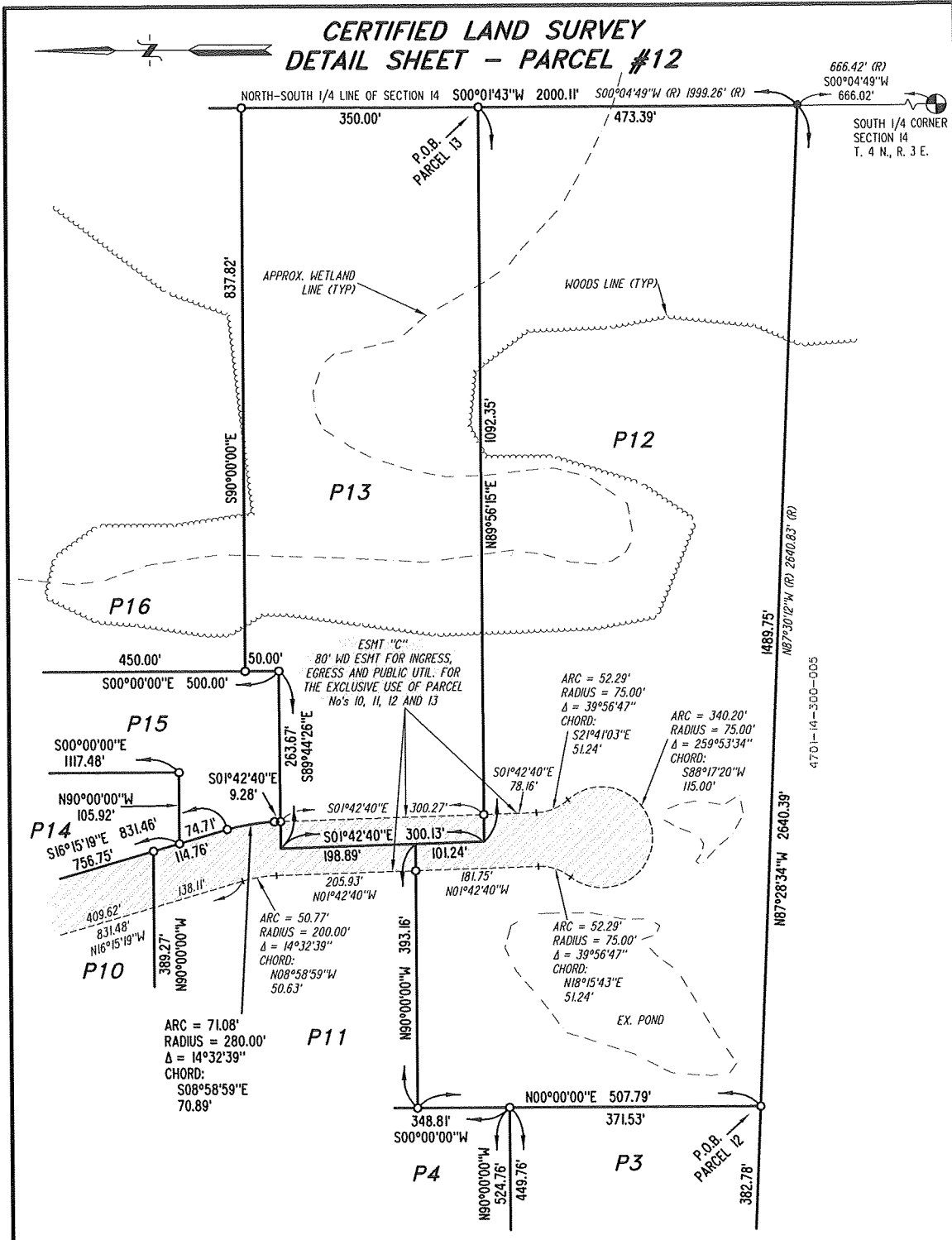
SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC SHEET 6 OF 23

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

CERTIFIED LAND SURVEY DETAIL SHEET - PARCEL #12



○ = SET 1/2" x 18" IRON ROD WITH CAP STAMPED "TRP 62878"
 ● = FOUND IRON ROD (UNLESS OTHERWISE SPECIFIED)

F.I.R. = FOUND IRON ROD
 F.I.P. = FOUND IRON PIPE
 F.C.I. = FOUND CAPPED IRON

LEGEND
 ■ = FOUND MONUMENT F.M.
 -x-x- = FENCE LINE

L = LIBER, PG = PAGE, PL = PLATTED
 C = CALCULATED, M = MEASURED
 R = MEASUREMENT OF RECORD
 ARC = ARC LENGTH RAD = RADIUS

SCALE: 1" = 180' ALL DISTANCES SHOWN ARE IN FEET OR DECIMALS THEREOF.

CIVIL ENGINEERS
 LAND SURVEYORS



(810) 227-9533
 FAX (810) 227-9460
 EMAIL: desine@desineinc.com
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

PREPARED FOR
LUJAK DEVELOPMENT CORP. INC.

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
 CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

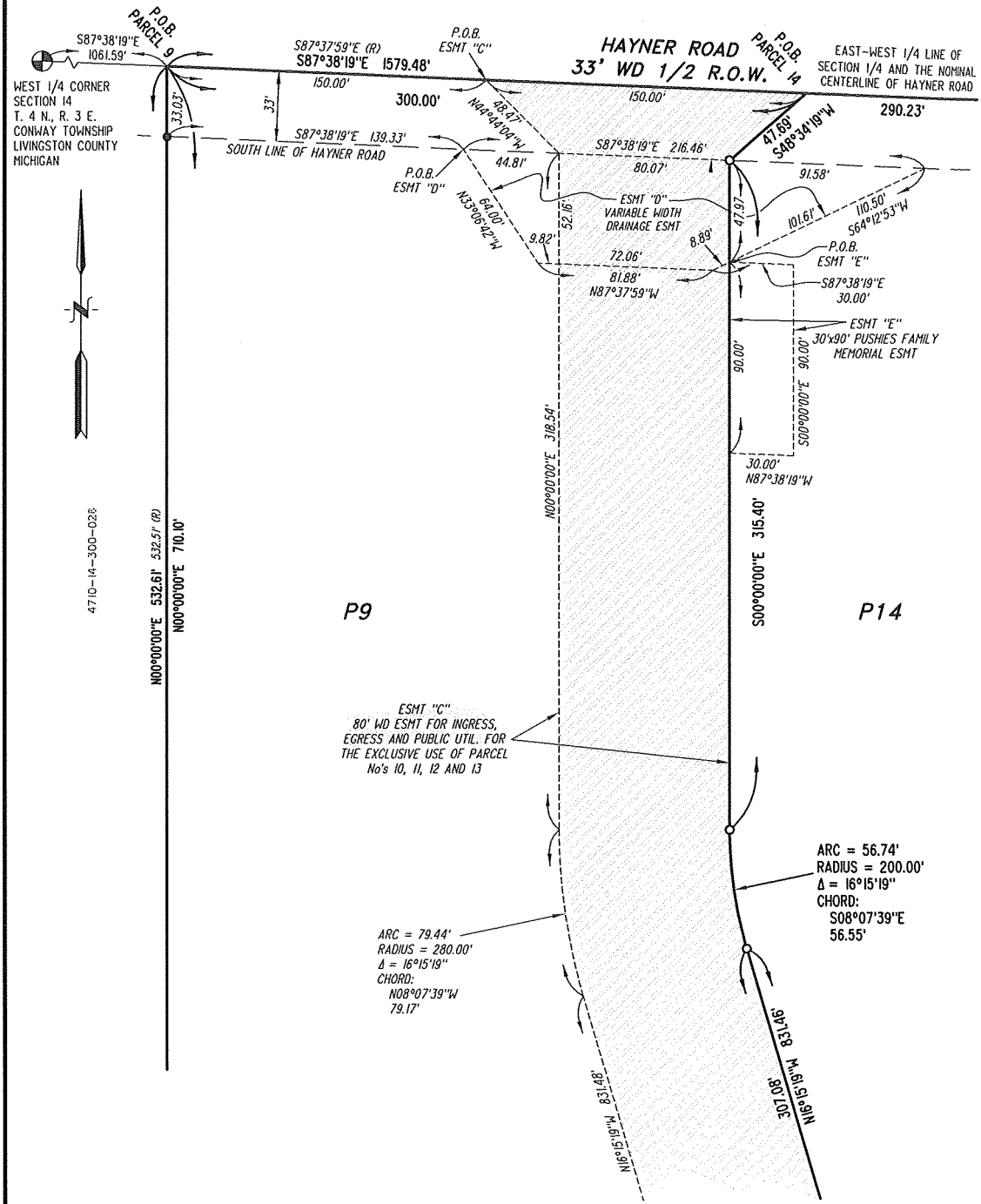
JOB No. 1- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC SHEET 7 OF 23

TRAVIS R. PRATT
 PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
 6/20/24, 9/4/24 & 9/24/24

CERTIFIED LAND SURVEY

DETAIL SHEET - ESMT "D" & NORTH PART OF ESMT "C"



○ = SET 1/2" x 18" IRON ROD WITH CAP STAMPED "TRP 62878"
 ● = FOUND IRON ROD (UNLESS OTHERWISE SPECIFIED)
 F.I.R. = FOUND IRON ROD
 F.I.P. = FOUND IRON PIPE
 F.C.I. = FOUND CAPPED IRON
LEGEND
 ■ = FOUND MONUMENT F.M.
 -x-x- = FENCE LINE
 L = LIBER, PG = PAGE, PL = PLATTED
 C = CALCULATED, M = MEASURED
 R = MEASUREMENT OF RECORD
 ARC = ARC LENGTH RAD = RADIUS

SCALE: 1" = 50' ALL DISTANCES SHOWN ARE IN FEET OR DECIMALS THEREOF.

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LAND SURVEYORS



(810) 227-9533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
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LUJAK DEVELOPMENT CORP. INC.

SECTION 14, TOWN 4 NORTH, RANGE 3 EAST
CONWAY TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB No. 1- 04-14-244616	DATE 04/16/24
DWG 244616-132	DRAWN LMC SHEET 8 OF 23

TRAVIS R. PRATT
PROFESSIONAL SURVEYOR No. 4001062878

REVISED: 4/22/24, 5/20/24,
6/20/24, 9/4/24 & 9/24/24

October 8, 2024

Sent via Email

Conway Township Planning Commission
8015 N. Fowlerville Road
P.O. Box 1157
Fowlerville, MI 48836

Re: *Lujak Development Corporation, Inc.*
Declaration of Easement, Utility Easement and Maintenance Agreement for Private Driveway
for Easements “A”, “B”, and “C”
PIN #s 4701-14-300-017, -018, -019, -020, -021, -022, and -023

Dear Commissioners:

I have been asked to review the above referenced proposed agreements (“Agreements”) which have been submitted by Lujak Development Corporation, Inc., as part of its proposed land division and boundary line adjustments of approximately 96.27 acres located off Hayner and Fowlerville Roads. Zoning Ordinance Section 16.07(B)(1),(2) requires the Planning Commission approve the Agreements after attorney review. I find all three Agreements to be compliant with the Zoning Ordinance. I have the following minor comments and suggested revisions:

1. Revise the title to each Agreement to: “Easement Agreement for Shared Private Driveway.” This language is more consistent with the Zoning Ordinance language, and more descriptive of what is being created (a shared driveway). Also, recording requests have been rejected in recent years by some Register of Deeds for reciting too many different types of agreements in one title/recording.
2. Move the period in the “Easement” indented paragraph on page 1 to the end of the sentence after the parens describing which detail sheets are included in Exhibit B [ie., for Easement A it should read:(Exhibit B, Detail Sheet 3 and 4).]
3. Delete the [_] after George’s name on the signature block on page 6.
4. Remove one of the two notary blocks and, in the one notary block remaining, delete the language “[LIST ALL SIGNATORS]” and the blank, and in their place, recite the name of the signatory and his capacity in the same exact manner listed under his signature block [ie. ...personally appeared “George E. Pushies, President of Lujak Development Corporation, Inc.”].
5. To ensure future compliance with the Zoning Ordinance provision that no more than 4 parcels may use a shared private driveway for access (see ZO Section 16.04(A)), and to clarify some of the form language which does not apply in this situation, I would recommend replacing paragraph 2 on page 2 of the Agreement *for Easement C only* with the following:

October 8, 2024

Page 2

The Easement shall perpetually burden those parcels identified above as the Burdened Parcels, and shall perpetually benefit those parcels identified above as the Benefited Parcels. At no time shall Parcel 9, one of the Burdened Parcels, use the Easement for ingress or egress to Parcel 9. Parcel 9 shall at all times maintain ingress and egress from Hayner Road. While property identified as Parcel 14 and Parcel 15 on Exhibit B may abut the Easement, Parcels 14 and 15 are neither a Burdened Parcel nor a Benefited Parcel and have no rights to the Easement whatsoever.

Also as to Easement C only, please unbold the reference to Parcels 12 and 13, and add spaces between all parcel references in the “Easement” indented paragraph on page 1.

I would recommend the Planning Commission approve the proposed Agreements for Shared Driveways for Easements A, B, and C subject to the above changes. It is my understanding the applicant has provided to the Township copies of deeds verifying ownership of all subject property. If this is not correct, any approval should be subject to such verification.

If the proposed Agreements are approved by the Planning Commission, and once any conditions of that approval are satisfied, the Agreements must be recorded with the Livingston County Register of Deeds, and a copy of the recorded agreements provided to the Township prior to the issuance of a land use permit.

Please let me know if you have any questions.

Very truly yours,



Abby H. Cooper, Esq.