

Sec. 16.44. - Development upon private road.

A person, firm, association, partnership, corporation, or a combination of any of them, seeking to split, separate, divide or combine any parcel or tract of land or lots or any combinations thereof, for the purpose of selling or leasing for more than one year, or for building development where the resulting splits, divisions or combinations will not be owned by the same person, and the same is not being done pursuant to procedures under the Land Division Act, Public Act No. 288 of 1967 (MCL 560.101 et seq.), as amended, wherein the division, splitting or combination of parcels or lots shall result in lots or parcels that have frontage upon a road not accepted or maintained by the public, shall comply with all applicable terms of this Zoning Ordinance and the following conditions:

- A. All lots or parcels which have frontage upon a private road, or where ingress and egress to any such lot or parcel to a public road is by means of a private road, shall be subject to and have recorded a road maintenance agreement, easement agreement and deed restrictions which shall run with all such lots or parcels and which shall provide for perpetual private (nonpublic) maintenance of such road or roads. Such documents shall contain, at a minimum, the following provisions:
 1. A method of initiating and financing such road or roads to keep them in a reasonably good and usable condition.
 2. An acceptable method of apportioning the costs of maintenance and improvement as well as a means of enforcing payment thereof through assessment and other means available to ensure the payment thereof.
 3. A notice that no public funds of any kind will be used to build, repair, or maintain the private road. A notice that if repairs and maintenance are not made, the Township Board may bring the road up to the design standards specified herein and assess all owners of parcels on the private road for the improvements, plus an administrative fee in such amount as the Board shall deem appropriate which shall not exceed 25 percent of said expenditures.
 4. Easements to the public for purposes of emergency and other public vehicles for whatever public services are necessary. Easements shall also be reserved for all necessary utilities, drainage, ingress and egress as deemed necessary by the Township Planning Commission.
 5. A provision that the owners of any and all property using such road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other owners. Normal ingress and egress and use shall include, but not necessarily be limited to, use by family, guests, invitees, trades persons and others bound to or returning from any of the properties having a right to use the road.

6. A provision which acknowledges that the Township has no responsibility or obligation regarding construction, repair, improvement, or maintenance as to said private road or as regards ingress or egress to any lots or parcels utilizing such road and further providing that the Township shall be indemnified and held harmless and released from any and all claims, causes of action, damages, etc., in any way related thereto.
 7. A provision which restricts parking on the traveled portion of the street and/or road right-of-way, as well as any cul-de-sac, to only licensed passenger vehicles or service vehicles. This provision shall also prohibit the parking or storage of any unlicensed vehicle or any other object, part, machinery, or piece thereof in the traveled portion of the road or the road right-of-way or cul-de-sac, and shall further provide that any violation shall result in the offending object being removed at the owner's expense and further provide for assessment of any and all such costs or expenses incurred in the object's removal being assessed against the property in accordance with Subsection A.2 above, or allow for the collection of such costs through an appropriate legal action.
 8. A provision that requires that the road will receive chloride or other suitable dust-control application no fewer than two times per year.
 9. Prior to recording, the road maintenance agreement, easement agreement and deed restrictions shall be submitted to the Planning Commission for review by the Planning Commission and the Township Attorney for compliance with the terms and conditions of this Zoning Ordinance.
- B. There shall be no structures erected or commencement of construction on a private road until all appropriate permits and approvals for the road have been obtained from the appropriate authorities.

(Ord. of 11-12-1987, § 16.44; Amd. No. 9, 12-10-1992; Amd. No. 35, § 5, 6-11-1998)

PRIVATE ROAD AGREEMENT

This Private Road Agreement ("Agreement") is made on the 27th day of March, 2026, by the undersigned owners (the "Owners") of certain land located adjacent to a 66 foot wide private road, located in the Township of Cohoctah, Livingston County (the "County"), State of Michigan, (the "Private Road"), as described on the attached Exhibit A. The undersigned (each a Party and collectively the Parties), agree as follows:

WHEREAS, the Parties desire to enter into this Agreement regarding their shared responsibilities for maintenance of and improvements to the Private Road, and understand that such an agreement is required pursuant to Section 16.44 of the Zoning Ordinances of the Township of Cohoctah, which Agreement shall be binding upon the Parties and the subsequent owners, successors and/or assigns of their respective properties;

NOW THEREFORE, it is agreed as follows:

1. **The Owners.** The undersigned are the owners (a.k.a. landowners) of the five (5) lots or parcels that have frontage upon and/or use the Private Road for ingress and egress, (collectively, the "Parcels"), which are described on the attached Exhibit B. The first page of Exhibit B is a diagram showing the parcels and their respective lot lines. The second and third page contains the respective legal descriptions of the five Parcels.
2. **Mutual Responsibility for Maintenance.** The Private Road is private in nature and neither the Michigan Department of Transportation (MDOT), nor the County (or any other public agency) shall be responsible for maintaining the Private Road. The maintenance, improvements, construction, repair and/or similar services regarding of the Private Road (collectively "Maintenance"), is the mutual obligation of the Owners, the cost of which shall be shared equally among the Owners, all as more fully set forth at Section 13. In the event that any Party's use significantly exceeds others (e.g., frequent commercial vehicle traffic), the Parties may agree to proportionally adjust cost shares.
3. **Composition and Maintenance.** The Private Road shall be maintained as a gravel road sufficient for vehicular traffic, with maintenance to include, by way of example and without limitation to include Routine and Non-Routine Maintenance:
 - a. *Routine Maintenance* shall include snow plowing, salting, minor gravel grading, pothole patching or dust control.
 - b. *Non-Routine Maintenance* shall include resurfacing, structural repairs, drainage improvements, or other significant undertakings.
4. **Public Funds.** No public funds of any kind will be used to build, repair, or maintain the Private Road. Additionally, the Township may provide the Owners with written notice

(the "Notice") indicating that if certain specified repairs and/or maintenance has not been made within the required timeframe as stated in the Notice, the Township may, but is not required to, bring the road up to the design standards specified in the Notice and assess the Owners for the cost of the improvements, plus an administrative fee in such amount as the Township may deem appropriate, which shall not exceed twenty-five (25%) percent of said expenditure. Further, the Township has no responsibility or obligation as regards to ingress or egress to any lots or parcels utilizing the Private Road, and/or regarding construction, repair, improvement or maintenance as to the Private Road, and the Township shall be indemnified and held harmless and released from any and all claims causes of action, damages, etc. in any way related thereto.

5. **Emergency Services and Easements.** Failure of the Owners to adequately maintain the Private Road may inhibit the ability of the County to provide emergency services to the Parcels. Any liability for an inhibition of emergency services shall be borne among the Owners. Such liability shall not be borne by the County, the Township, the State of Michigan or any police department, volunteer fire department or company, emergency medical services entity or worker, nor by any individual employed by such entities, or any other person otherwise responsible for procuring emergency services. Easements are reserved for all necessary utilities, drainage and ingress and egress, as deemed necessary by the Township Planning Commission or other applicable governmental entity.
6. **Public School Bus Services.** The undersigned Owners disclaim any right to or guarantee of the provision of Livingston County public school bus services on the Private Road. The suitability for any Private Road for school bus services and routes shall remain at the discretion of the Livingston County School Board.
7. **Use by Owners, Parking Rules and No Impairment of Ingress and Egress.** Parking in the Private Road is Prohibited. Parking by service vehicles is limited in duration to the time necessary to perform the subject services. No machinery, trailers, unlicensed vehicles, or other property may be stored or parked upon the Private Road. Any violation shall result in the offending object being removed at the Owner's expenses and shall provide for assessment of any and all such costs or expenses incurred in the subject enforcement action and/or the object's removal, being assessed against the property of the applicable Owner, if necessary. Owners shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Owners and their family, guests, invitees, tradespersons and other visitors. Use by Owners shall include normal ingress and egress and use shall include, but not necessarily be limited to, use by family, guests, invitees, tradespersons and others bound to or returning from any of the Lots having a right to use the Private Road. No Owner shall make physical alterations to the Private Road, including widening, or paving, without prior written approval from a majority of the Owners.
8. **Perpetuity of the Agreement.** This Agreement shall be perpetual, and shall encumber and "run with the land" regarding each of the Parcels as long as the road remains private, and shall be binding upon the Owners and their respective heirs, successors, executors, administrators, and assigns. At any point, should the Private Road be improved and

included in the state secondary system of highways, this Agreement shall become null and void.

9. **Liability.** Each Owner shall carry homeowner's insurance including liability coverage for use of the Private Road and shall hold harmless all other Owners from claims arising from their or their guests' use of the road, except in the case of gross negligence.
10. **Road Agent.** A road agent shall be elected by a majority of the landowners, in accordance with the provisions of **Section 14** below (the "Road Agent"). The Road Agent must be an Owner of record of one of the Parcels subject to this Agreement and shall be one of the Parcels that maintains a permanent residence on said Parcel. The Road Agent shall serve in such capacity only while they remain an Owner. The Road Agent will serve a term as agreed to by the Owners, may be replaced or renewed at any time by a simple majority vote of the Owners, and shall act in accordance with this Agreement and any decision of the Owners by majority action. The Road Agent shall be responsible for monitoring the condition of the road surface and arranging for Maintenance activities as needed to maintain the minimum road surface standards, which Maintenance activities shall either be designated in an annual budget or be otherwise approved by a majority of the Owners. The Road Agent may elect to do the work themselves or to subcontract the work. Should the Road Agent elect to subcontract the maintenance activities the Road Agent is required to solicit a minimum of 3 quotes and submit the quotes to the Owners for approval. The Road Agent shall act in a fiduciary capacity on behalf of all Owners and shall not derive any personal financial benefit from serving as Road Agent.
11. **Initiation of Projects.** The Owners shall have authority to initiate Non Routine Maintenance projects of the Private Road, by agreement of the majority of the Owners, in accordance with the provisions of **Section 14** below. For any capital project exceeding \$5,000, a supermajority (at least 4 of 5 Owners) shall be required for approval.
12. **Enforcement.** This Agreement may be enforced by and/or upon approval of a majority of Owners, in accordance with the provisions of **Section 16** below. Prior to initiating legal action, the parties agree to attempt resolution via good faith negotiation or non-binding mediation administered by a mutually agreed-upon third party. If a court action or lawsuit is necessary to enforce this Agreement, the party initiating such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the initiating party prevails or substantially prevails.
13. **Liens.** If any Owner shall fail to pay his/her proportionate share of the costs of maintenance or repair for which he/her is responsible, as provided herein, any other Owner not in default, or the person or corporation performing such maintenance, may after 30 days written notice to the defaulting Owner(s), bring an action of law against each defaulting Owner in a court of competent jurisdiction, and/or may record in the Clerk's Office of the County a Notice of Lien against all of the said defaulting Owners to secure the payment of the assessment to pay his or her proportional share of Maintenance costs. The amount due by any delinquent Owner shall bear interest at the maximum rate provided by law from the date of the payment for Maintenance was due; and the delinquent Owner shall be liable to pay all costs of collection, including reasonable attorney's fees.

14. Road Maintenance Fund.

A. The Road Agent shall establish and maintain a separate checking account with a local bank for the purpose of maintaining the Private Road. The funds deposited and/or withdrawn from that checking account may not be commingled with other funds of the Road Agent. All records, bank information, and funds shall be transferred to a successor Road Agent within 30 days of a change in appointment.

B. Following the first election of a Road Agent, the Road Agent will prepare and distribute to the Owners a budget, for the period from the date of the election through December 31st of that year (the "Initial Budget"). Thereafter, the budget will be based on a 12-month period of January through December (the "Annual Budget"). All budgets shall include anticipated maintenance activities for the period of time covered by the budget and the expenses associated with each of the activities. Within 30 days following the close of the time period covered by the budget, the Road Agent shall distribute an annual income and expense report and a year-end balance sheet for the budget period that just ended, accounting for all funds received and disbursed. This Road Agent will also provide financial information to the Owners upon reasonable request, including funds received and expenses paid. The expenses paid will be supported by invoices, checks and Owner approvals.

C. Additional requirements:

- a. Initial Maintenance Fund. The initial maintenance fund to be deposited in the above referenced checking account shall be \$1,250.
- b. Cost Sharing. Road maintenance, snowplowing and road improvement costs shall be shared on an equal basis between the Parcel Owners paid by equal contributions from the Owners based on an equal split of the 5 Parcels (\$250 per parcel).
- c. Prepayment/ Assessments. Prepayment of anticipated costs for annual maintenance (including snowplowing and routine maintenance) will be made to the road maintenance fund by each Owner, in an amount as determined by the Road Agent. The Road Agent shall send each Owner a 30 day notice of the annual payments due.
- d. If the prepayment falls short of the funds necessary for the maintenance of the road, the Road Agent shall invoice the Owners (and the Owners shall make payment) for the additional funds necessary for the maintenance of the road. If the prepayment exceeds funds spent for road maintenance at the end of such year and the total funds are in excess of \$5,000, the Road Agent shall either refund the excess funds to the landowners, or deduct the excess funds from the estimated annual cost for the next year. The Road Agent shall include such calculations in the annual income and expense report.
- e. In the event of an emergency affecting safety or access, the Road Agent may authorize necessary emergency maintenance and shall notify the Owners as soon as practicable.
- f. If any Owner performs improvements, maintenance, repairs or replacements without the approval of the other Owners prior to performing such work, the Owner performing such work shall bear the entire cost thereof.

15. **Future Parcels.** If any additional parcel gains access to the Private Road by way of splitting existing parcels, all parcels created thereby are bound by all terms and conditions of this Agreement, and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split in accordance with this Agreement. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record and is responsible for payments required by this Agreement, but the vendor also remains responsible.
16. **Notices; Action by Majority of Landowners.** Whenever this Agreement requires action by a majority of the Owners, the majority action shall take place either:
- a. On a written agreement circulated to all Owners, and signed by a majority of the Owners;
 - b. In a meeting duly noticed in writing to all Owners who consent on during the meeting, with a duly authorized and written resolution evidencing the consent.
- The written notice of a meeting, or the circulation of a draft written agreement, shall be delivered to all Owners by any means reasonably adapted to ensure receipt, including but not limited to email, mail, hand delivery, fax, or posting of written notice to the front door of the residence of the owner. All Owners shall provide their email addresses to the Road Agent who may be elected following the execution of this Agreement and thereafter, to each successive Road Agent. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.
17. **Approvals.** Prior to Recording this Private Road Maintenance Agreement, the same shall be submitted to the Planning Commission and Township Attorney for review and confirmation of compliance with the Zoning Ordinance required by the Township. There shall be no structures erected or construction commenced on the Private Road until all appropriate permits and approvals for the road have been obtained from the appropriate authorities.
18. **Severability.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

I certify that the provisions of this Agreement conform to the requirements of Ordinance of 11-12-1987 § 16.44; Amd. No. 9, 12-10-1992; Amd. No. 35 § 5, 6-11-1998.

Andrea Helms

Andrea Helms, (Parcel O)

ADDRESS:

9247 Schrepfer Road, Howell, MI 48855

Subscribed and sworn to before me, a
Notary Public, this 2nd day of March, 2026.

Barbara T. Hansen

Barbara T. Hansen, Notary Public
Livingston County, Michigan

My Commission Expires: 4/26/2027

My Commission Expires
April 26, 2027



Charles and Jennifer Shappell

Charles and Jennifer Shappell, (Parcel H)

9249 Schrepfer Road, Howell, MI 48855

Subscribed and sworn to before me, a
Notary Public, this 28th day of Feb, 2026.

Tyler Noble
Tyler Noble, Notary Public
Livingston County, Michigan

My Commission Expires: January 3rd, 2027
Acting in the County of Livingston



Tyler Noble
Notary Public, State of Michigan
County of Livingston
My Commission Expires 01-03-2027
Acting in the County of Livingston

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Bonnie Helms

Bonnie L. Helms, Trustee, (Parcels L and N)
Bonnie Lynne Helms Living Trust dated
March 21, 1989 and amended and
restated on September 8, 2017,
further amended August 5, 2022

213 Golf Club Dr. Key West, FL 33040

Subscribed and sworn to before me, a ²⁰²⁶
Notary Public, this 27 day of March, ~~2024~~.

Cheryl L. Alfonso
_____, Notary Public
Florida County, ~~Michigan~~
My Commission Expires: 6/1/2027
Acting in the County of Monroe, Florida



James and Danyelle Anjo

James and Danyelle Anjo, (Parcel P)

7650 Sargent Rd., Fowlerville, MI 48836

Subscribed and sworn to before me, a ²⁰²⁶
Notary Public, this 19 day of March, ~~2024~~

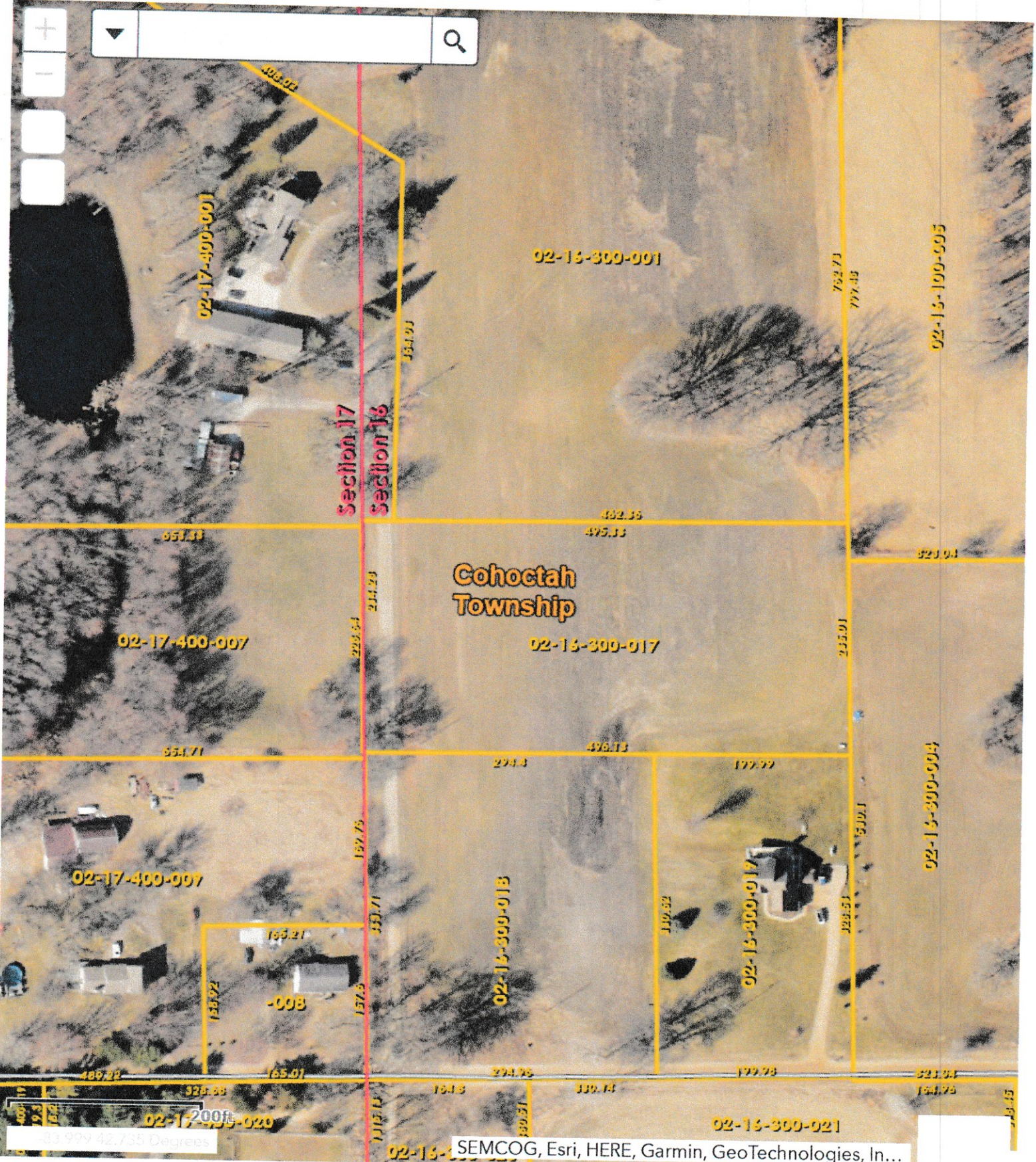
Carly L. Keehn
_____, Notary Public
Livingston County, Michigan
My Commission Expires: May 28, 2030
Acting in the County of Livingston

CARLY L. KEEHN
Notary Public, County of Livingston, MI
Acting in the County of Livingston
My Commission Expires: May 28, 2030

EXHIBIT A

LEGAL DESCRIPTION

Part of the W ½ of the SW ¼ of Section 16, T4N, R4E, Township of Cohoctah, Livingston County, Michigan, described as follows: Beginning at a point on the West line of Section 16 which is S 0°06' W 767.25 feet from the W ¼ corner of Section 16; thence S 89°24' E parallel to the S 1/8 line of Section 16 a distance of 66.0 feet; thence S 0°06' W 568.0 feet to the S 1/8 line of Section 16; thence N 89°24' W along said S 1/8 line 66.0 feet to the West line of Section 16; thence N 0°06' E along said West line 568.0 feet to the point of beginning.



Legal Description

PARCEL H:

Part of the W 1/2 of the SW 1/4 of Section 16, also part of the NE 1/4 of the SE 1/4 of Section 17, T4N R4E, Township of Cohoctah, Livingston County Michigan, described as follows: Beginning at the W 1/4 corner of Section 16; thence S 88°56'10" E along the east and west 1/4 line of Section 16, as occupied, 492.66 feet; thence South parallel to the W 1/8 line of Section 16 a distance of 763.28 feet; thence N 89°24' W parallel to the S 1/8 line of Section 16 a distance of 460.97 feet; thence N 1°43'30" E 364.06 feet; thence N 58°04'20" W 408.02 feet; thence N 31°55'40" E 218.11 feet to the east and west 1/4 line of Section 17, T4N-R4E; thence N 89°08'50" E along said east and west 1/4 line 188.35 feet to the point of beginning, containing 10.05 acres of net land.

Tax Parcel Number 4702-16-300-001

PARCEL L:

Part of the W 1/2 of the SW 1/4 of Section 16, T4N-R4E, Township of Cohoctah, Livingston County Michigan, described as follows: Beginning at a point on the West line of Section 16 which is S 0°06' W 767.25 feet from the W 1/4 corner of Section 16; thence S 89°24' E parallel to the S 1/8 line of Section 16 a distance of 493.97 feet; thence South parallel to the W 1/8 line of Section 16 a distance of 235 feet; thence N 89°24' W 494.38 feet to the West line of Section 16; thence N 0°06' E along said West line 235.0 feet to the point of beginning, containing 2.67 acres of net land and being subject to the West 66.0 feet thereof for ingress and egress.

Tax Parcel Number 4702-16-300-017

PARCEL N:

Part of the W 1/2 of the SW 1/4 of Section 16, T4N-R4E, Township of Cohoctah, Livingston County Michigan, described as follows: Beginning at a point on the West line of Section 16 which is S 0°06' W 1002.25 feet from the W 1/4 corner of Section 16; thence S 89°24' E 294.38 feet; thence South parallel to the W 1/8 line of Section 16 a distance of 333.0 feet to the S 1/8 line of Section 16; thence N 89°24' W along said S 1/8 line 294.96 feet to the West line of Section 16; thence N 0°06' E along said West line 333.0 feet to the point of beginning, containing 2.25 acres of gross land and being subject to that part now used as Schrepfer Road, so called also being subject to the West 66.0 feet thereof for ingress and egress.

Tax Parcel Number 4702-16-300-018

PARCEL P:

Part of the NE 1/4 of the SE 1/4 of Section 17, T4N-R4E, Township of Cohoctah, Livingston County Michigan, described as follows: Beginning at a point on the East line of Section 17 which is S 0°06' W 767.25 feet from the E 1/4 corner of Section 17; thence S 0°06' W along the East line of Section 17 a distance of 235.0 feet to the line as now occupied by remnants of an old wire fence; thence N 89°24' W along said occupied line 653.32 feet to the West line of the east 1/2 of the northeast 1/4 of the southeast 1/4 of Section 17, as occupied; thence N 0°02'40" E along said West line 235.0 feet; thence S 89°24' E 653.55 feet to the point of beginning, containing 3.52 acres of net land.

Tax Parcel Number 4702-17-400-007

