

LICENSE AGREEMENT
(Encroachment)

This license agreement (Agreement) is effective as of _____, 20____, by and between The Board of County Road Commissioners of the County of Monroe, 840 S Telegraph Road, Monroe, MI, 48161 (referred to herein as Licensors or Road Commission), and _____, (referred to herein as Licensee), on the following terms and conditions:

RECITALS

1. The Road Commission has jurisdiction of and control over the public road and platted right of way known as _____ in the Plat of _____ Township, Monroe County, Michigan as recorded in _____, Monroe County Records.
2. _____ is the owner of the following parcel of property located in _____ Township, Monroe County, Michigan:
(Legal Description)
Property No. _____
3. A (name structure) located on _____ property currently encroaches on and extends into the southeasterly portion of the platted right-of-way of _____.
4. **Grant of license.** The Road Commission grants to _____ the right to maintain the existing encroachment on and into the platted right-of-way of _____ upon the following terms and conditions:
 - a. There shall be no additional construction or any enlargement, alteration, improvement or reconstruction of the pole barn which increases the nature or extent of the encroachment into the right-of-way of _____ without prior written approval of the Road Commission.

- b. It is expressly understood by the parties that this license is being given to _____ for the sole purpose of permitting _____ to maintain the existing encroachment and for no other reason.
 - c. In the event the (name structure) is destroyed by fire or other casualty, it is expressly understood by the parties that the pole barn may only be reconstructed in a location that it no longer encroaches into the platted right-of-way of _____.
5. **Term.** This License Agreement shall remain in effect until such time as the encroachment ceases to exist or the License Agreement is terminated by the Road Commission in writing to the Licensee.
 6. **Binding Effect.** The terms and conditions of this license agreement are binding on the parties, their heirs, successors and assigns.
 7. **Effective date.** This license Agreement is effective as of the date first stated above.

**LICENSOR: Board of County Road Commissioners
of the County of Monroe**

Randy Pierce, Managing Director

STATE OF MICHIGAN)
COUNTY OF MONROE)

Subscribed and sworn to before me on _____, 20____, by Randy Pierce, Managing Director, for and on behalf of the Board of County Road Commissioners of the County of Monroe.

_____, Notary Public
Monroe County, Michigan
Acting in Monroe County
My commission expires: _____.

LICENSEE: _____.

_____, President

STATE OF MICHIGAN)
COUNTY OF MONROE)

Subscribed and sworn to before me on _____, 20__, by _____,
President of _____, for and on behalf of the corporation.

_____, Notary Public

Prepared by and return to upon recording:
Matthew Snell, P.E.
Monroe County Road Commission
840 S Telegraph Road
Monroe, MI 48161
734-240-5143