

## **INFORMATION NEEDED FOR LICENSE AGREEMENT**

The Monroe County Road Commission uses License Agreements to document where private tiles and utility connections (gas, water, electric, storm drainage etc.) cross county roads. The License Agreements are prepared by the Road Commission and recorded with the Monroe County Register of Deeds, at no cost to the property owner.

1. Name(s), addresses and marital status of all owners of the property (Marital status is required because if married both spouses must sign)
2. If property is owned by a business, indicate whether it is a corporation, LLC or sole proprietorship and the name and title of the person signing for the business. If owned by a trust, the Trustee's name and address is required.
3. Address/location, legal description and property ID. No. of property that License Agreement pertains and name of road being crossed.
4. Description of work/structure requiring License Agreement.
5. Survey or sketch of area/structure covered by License Agreement.
  - a. Attach exhibit

**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 Licensor 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:  
Scott F. Assenmacher, P.E.  
Monroe County Road Commission  
840 S Telegraph Road  
Monroe, MI 48161  
734-240-5143