

CROSS ACCESS EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, a Michigan _____, whose address is _____, owner of the _____ property (as described on the attached Exhibit A), and _____, a Michigan _____, whose address is _____, owner of the _____ property (as described on the attached Exhibit B) in consideration of (\$ 10.00) and the mutual promises and obligations recited below, hereby covenant and agree as follows:

1. That _____, for the benefit of _____ and _____ successors, assigns and transferees, hereby grants _____ in respect to the property described above, a cross access driveway easement for automobiles and other motor vehicles ("Easement A"), as described and depicted herein and on Exhibit C.
2. That _____, for the benefit of _____ and _____ successors, assigns and transferees, hereby grants _____, in respect to the property described above, a cross access driveway easement for automobiles and other motor vehicles ("Easement B"), as described and depicted herein on Exhibit D.
3. Together Easement A and Easement B shall be know as the "Easement Areas".
4. That said Easements Areas are intended to promote better vehicular, access and circulation to and from the parcels _____ Road through the additional drive aisles and driveways depicted on Exhibits C and D to satisfy the site plan approval requirements of the City of Novi for the development of the subject properties described in the attached and incorporated Exhibits A and B, the driveway areas of which shall hereafter be subject to and burdened by an easement for the benefit of the other parcel for the purpose of vehicular access and circulation.
5. The drives within the Easement Areas shall be constructed and maintained in a good and useful condition by the respective property owners, with damages caused by either parcel owner or its guests or invitees to be promptly repaired by that parcel owner at its sole expense. Upon a failure of a parcel owner to promptly repair damage to the Easement Areas as required by the preceding sentence or to otherwise maintain the Easement Areas in the required condition, the other parcel owner may do so with the actual and reasonable costs

incurred chargeable to and promptly payable by the responsible property owner. The construction, maintenance and repair obligations under this paragraph are specifically enforceable by the City of Novi, with its reasonable costs and expenses chargeable to and collectible against the parcel owners and, if necessary, as a delinquent special assessment on the City tax rolls. For purposes of the activities required and authorized by this section, the parcels shall be subject to and burdened by temporary easements over such portions of the parcel as are reasonably necessary for the performance of the required maintenance or repairs.

- 6. That this easement and the rights and responsibilities set forth are permanent and perpetual and intended to bind the parties hereto, their heirs, successors and assigns, and their respective properties, to touch and concern said parcels, and to run with the land and succeeding interests therein.
- 7. That this agreement and the easements granted may not be expanded or modified except by a further agreement in writing and in recordable form by the parties hereto or their heirs, successors or assigns that is first approved by the City of Novi.

_____, a
Michigan _____

By: _____, Its _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me ____ day of _____, 20__ by _____, the _____ of a Michigan _____ on its behalf.

Notary Public
_____ County, Michigan
My commission expires: _____

_____, a
Michigan _____

By: _____, Its _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me ____ day of _____, 20__ by
_____, the _____ of a Michigan _____
on its behalf.

Notary Public
_____ County, Michigan
My commission expires: _____

Drafted By:

Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

When recorded, return to:

Cortney Hanson, Clerk
CITY OF NOVI
45175 West Ten Mile Road
Novi, MI 48375-3024