

## **DECLARATION OF EASEMENTS & MAINTENANCE**

THIS DECLARATION OF EASEMENTS & MAINTENANCE ("**Declaration**") is made this \_\_\_\_\_ day of March, 2025, by JPCM [], with an address of \_\_\_\_\_ (referred to as "**Owner**").

### **RECITALS:**

A. Owner is the owner of real property situated in the City of Grosse Pointe Woods, County of Wayne, State of Michigan, more particularly described as "Parcel A" "Parcel B" on **Exhibit A** attached hereto and incorporated herein by reference. Parcel A and Parcel B are referred to herein collectively as the "Parcels" and at times individually referred to as "Parcel."

B. Owner desires to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to the Parcels for the benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged hereby, the parties agree as follows:

1. Parcel A and Parcel B shall each be subject to and encumbered by a perpetual, non-exclusive easement in favor of the owner of the other Parcel, their respective tenants, members, employees, guests and invitees (the "Permittees") for parking and vehicular and pedestrian access over and across those portions of the Parcel A and Parcel B designed and used from time to time for vehicular parking and for vehicular and pedestrian access, including access to and from Mack Ave. and Stanhope as depicted on **Exhibit B** which is attached hereto and incorporated herein by reference, and referred to herein as the "Parking Area". Nothing contained herein shall be construed so as to grant any rights on, over, under, or across any building or structure located from time to time on Parcel A or Parcel B. Nothing contained herein shall be deemed to be a dedication of any portion of the Parcels to the general public, or for the general public, or for any public use or purpose.
2. The Parking Area shall be maintained, repaired and reconstructed, by the owner(s) of the Parcels ("Parcel Owner(s)") as further described below.
3. No boats, or other objects may be parked or stored, or obstructions placed on or within the Parking Area blocking the Parcel Owners' ability to use the Parking Area for ingress and egress to and from the Parcels.
4. The location of the Parking Area may not be modified or altered, nor may the width of the Parking Area be increased or decreased without the written consent of the Parcel Owners.
5. When maintenance or repairs to the Parking Area appear to be necessary, the Parcel Owners shall work together to coordinate their repair and maintenance activities so as to make repair and maintenance of the Parking Area as economical as possible. The Parcel Owners hereby

grant each other reasonable rights to come upon the Parcels to the extent reasonably necessary to construct, maintain, or repair the Parking Area and agree to share equally in the cost of snow removal from the Parking Area. Promptly after completing any maintenance, repair or construction to its Parcel outside of the Parking Area, the constructing party shall at its sole expense restore the affected area, to substantially the same condition as existed immediately prior to the commencement of the maintenance, repair or construction, except to the extent of such maintenance (e.g. sealcoating, restriping, lighting, drainage), repair, or construction.

6. The Parcel Owner undertaking the maintenance or repair(s) for the Parking Area shall contract for and initially pay all reasonable costs associated with them. However, the Parcel Owners shall share in such costs, regardless of which incurs them, with each being responsible for half of such costs. The party incurring such expenses shall bill the other for its share of such costs. The other shall pay the statement rendered within thirty (30) days.
7. If any Parcel Owner shall fail to pay any statement tendered by another Parcel Owner to him or her within thirty (30) days after receipt thereof, the amount of such statement, together with interest thereon at the maximum legal rate, plus reasonable attorney fees for collection, shall automatically become a continuing lien upon such Parcel Owner's Parcel, which lien shall be superior to all claims against such Parcel, except any first mortgage, as well as an enforceable personal obligation of the Parcel Owner. The Parcel Owner incurring an expense which remains unpaid may record a notice of his or claim of lien against the Parcel owned by the nonpaying Parcel Owner and thereafter pursue a judicial action to foreclose said lien, subject only to any first mortgage, 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 reasonable attorney's fees, and any surplus shall be distributed in accordance with the priorities established by applicable law. The unpaid Parcel Owner may, in addition to, or instead of, foreclosure, obtain a personal judgment against the nonpaying Parcel Owner.
8. Provided he or she is current in his or her obligations to the others, any Parcel Owner shall be released from all personal liability for costs associated with the repair and maintenance of the Parking Area immediately upon the sale or other conveyance of his or her complete fee interest in his or her Parcel.
9. Any damage to the Parking Area caused by any Parcel Owner or his or her guests, invitees, licensees or contractors (collectively the "Responsible Parcel Owner"), shall promptly be repaired by that Responsible Parcel Owner at his or her sole expense. If any Responsible Parcel Owner fails to promptly repair damage to the Parking Area or any other Parcel caused by him or her or his or her guests, invitees, licensees, or contractors, the damaged Parcel Owner may do so and recover the full cost of doing so from the Responsible Parcel Owner, to be paid and collected within thirty (30) days after receipt thereof by the Responsible Parcel Owner.
10. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Michigan.
11. All easements and rights created under this Declaration and imposed upon Parcel A and Parcel B, respectively, shall run with and against the Parcels as so described in this Declaration, and said easements shall be a charge and a burden for the benefit of the owners of the Parcels and of the holder(s) of any mortgage(s) with respect to the Parcels. This

Declaration is specifically intended to run with the Parcels and to benefit and burden the Parcels as set forth herein.

12. Any enforcement proceedings may be by legal proceedings against any person or persons violating or attempting to violate any easements, declarations, restrictions, covenants, conditions or Declarations contained in this Declaration either to restrain or enjoin such violation and/or recover damages; provided, however, that no such easements or rights granted in this Declaration may be enforced by legal action or otherwise except by the then owners and then mortgagees of the Parcels.
13. In the event of any transfer or transfers of Owner's interest in Parcel A and Parcel B, including a so-called sale-leaseback, the transferor shall be automatically relieved of any and all obligations on the part of Owner accruing from and after the date of such transfer, provided that the transferee shall assume all Owner's obligations under this Declaration accruing from and after the date of such transfer. Upon the termination of any such lease in a sale-leaseback transaction prior to termination of this Declaration, the former lessee thereunder shall become and remain liable as Owner hereunder until a further transfer.
14. This Declaration and the easements created herein may be modified, amended or terminated only by all of the owners and mortgagees of the Parcels, and no other person (including, without limitation, tenants, lessees, invitees, guests or occupants of said Parcels) shall have any rights whatsoever to join in, prevent or otherwise affect or limit any such modification, amendment or termination.
15. In the event that any one or more of the provisions contained in this Declaration is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Declaration and this Declaration shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
16. In the event either party hereto institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
17. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
18. Time is of the essence of this Declaration.
19. This Declaration and the easements, rights and obligations contained herein shall be binding upon and inure to the benefit of any owner of the Parcels, any mortgagee of the Parcels and their respective successors, and assigns.
20. The owner of each Parcel does hereby indemnify the owner of the other Parcels from all claims, judgments, costs and expenses (including attorney's fees) in connection with the exercise of the rights of use granted in this Agreement, including from any claim based on injury to agents, invitees, employees or contractors that is related to the construction, operation, maintenance, use, repair, or replacement of the Easements or for any other activity by the owner of a Parcel or the owner's employees, agents, contractors, lessees, invitees, or licensees, on the above easements or on the other parties' Parcels. The indemnity obligations shall not include claims arising from the indemnified party's own negligence.

21. This Declaration may be amended only by written agreement signed by all of the owners and all of the mortgagees of the Parcels. This document shall be recorded with the Wayne County Register of Deeds.
22. These easements are given without consideration and are exempt from transfer tax pursuant to MCLA 207.505(a); MCL 207.526(a).