

Liber	2794	Page	1247
Rcpt No	125149	RECORDED	
MSSR	2.00	990037748	
MISC	15.00	07/27/1999 09:54:04	
		REGISTER OF DEEDS	
		Paula Johnson	
		INGHAM COUNTY, MI	
Total	17.00		

EASEMENT AGREEMENT

Premier Land and Investments, LLC, a Michigan Limited Liability Company, of 2517 E. Mt. Hope Avenue, Lansing, Michigan, 48910, Premier herein, and Harvest Property Investments, LLC, a Michigan Limited Liability Company, of 5501 S. Cedar Street, Suite C, Lansing, Michigan, 48911, Harvest herein, enter into this easement agreement on June 23, 1999, for the purpose of granting reciprocal access, reciprocal parking rights, and reciprocal septic access and use, subject to the following conditions:

(1) Property affected. Harvest is the owner of Parcel A, a certain parcel of land situated in Ingham County, Michigan, described as:

The West half of the South 297 feet of Lot 34, Supervisors Plat of Fidelity Farms,* according to the plat thereof recorded in Liber 15 of Plats Page 7, Ingham County Register of Deeds,
*City of Lansing, Ingham County, Michigan

and Premier is the owner of Parcel B, a certain parcel of land situated in Ingham County, Michigan, described as:

The East half of the South 297 feet of Lot 34, Supervisors Plat of Fidelity Farms, according to the plat thereof recorded in Liber 15 of Plats Page 7, Ingham County Register of Deeds.

Premier and Harvest entered into a Purchase Agreement dated January 13, 1999 which contemplated the mutual grants of easement herein.

(2) Easement granted. For good and valuable consideration provided under the purchase agreement, and in consideration of the mutual grant of easement by Harvest, Premier grants to the occupants of parcel A and their employees, agents, invitees, and customers an irrevocable nonexclusive easement over the parking areas, driveways, and access drives located on parcel B, for parking and driveway use. Premier also grants to the owners of parcel A an irrevocable nonexclusive easement to construct, establish, and maintain a septic system, or

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a part of a septic system for sewage incidental to the permitted use of parcel A, parcel B, or both parcels A and B. Such construction and maintenance shall be performed in a manner to be agreed upon by Premier or the owner of parcel B.

For good and valuable consideration provided under the purchase agreement, and in consideration of the mutual grant of easement by Premier, Harvest grants to the occupants of parcel B and their employees, agents, invitees, and customers an irrevocable nonexclusive easement over the parking areas, driveways, and access drives located on parcel A, for parking and driveway use. Harvest also grants to the owners of parcel B an irrevocable nonexclusive easement to construct, establish, and maintain a septic system, or a part of a septic system for sewage incidental to the permitted use of parcel A, parcel B, or both parcels A and B. Such construction and maintenance shall be performed in a manner to be agreed upon by Harvest or the owner of parcel A.

(3) Intention. It is the intention of each party to grant to the other an irrevocable easement as stated in the preceding provision. It is the purpose of this easement to benefit both parcel A and parcel B and to burden both parcel A and parcel B in the same way. The parties acknowledge that the driveway for ingress and egress to the public road is situated on parcel B. This easement shall be deemed to be appurtenant to and run with the land of both parcel A and parcel B. The attached Exhibit A, which is hereby incorporated by reference, is a drawing of the premises which shows the split of the lot between the parties, parcel A, and parcel B. The attached Exhibit B, which is hereby incorporated by reference, shows the condition of the premises immediately prior to the lot split, including the driveway and parking area described in this agreement.

(4) Construction and Maintenance. Each party shall equally share decision making authority to authorize any construction or maintenance work required or permitted under this easement agreement, regardless of which party is required to bear the expense.

Each party shall equally share the cost of repairing and maintaining the parking areas, driveways, and access drives shared under this agreement.

Harvest shall bear one time the cost of moving or reconstructing the existing septic system drain field for the building on parcel B and Harvest shall bear the cost of constructing any septic system for the building to be constructed on parcel A. The owner of parcel A shall bear the cost of maintaining and repairing the septic system servicing the buildings on parcel A, and the owner of parcel B shall bear the cost of maintaining and repairing the septic system servicing the buildings on parcel B. The parties may agree that a shared septic system is in their mutual interests, and the cost of such construction shall be borne by Harvest. The cost of maintaining and repairing such a shared septic system shall be borne equally by the parties.

Witnesses:

Harvest Property Investments, LLC,
A Michigan Limited Liability Company

Marcie K. Cowley
Marcie K. Cowley
Kenneth U. Lucas
Kenneth U. Lucas

By: [Signature]
Its: Steven Curran Mike Miller
member member
Dated: 6/23/99

Premier Land & Investments, LLC
A Michigan Limited Liability Company

Marcie K. Cowley
Marcie K. Cowley
Kenneth U. Lucas
Kenneth U. Lucas

By: [Signature]
Its: MEMBER Andrew D. Hedberg
Dated: JUNE 23, 1999

Acknowledged before me this 23 day of June, 1999, by Steven Curran
and Mike Miller, members, Harvest Property Inv. LLC and Andrew D
the parties hereto. Hedberg, member,
Premier Land &
Developments LLC

Marcie K. Cowley
Notary Public, Ingham County, Michigan
My commission expires _____

Drafted by:
Kenneth U. Lucas
Kenneth U. Lucas, PC
1314 Tavistock Place
East Lansing, Michigan, 48823
(517) 351-2322

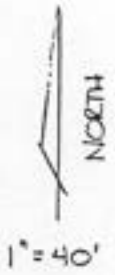
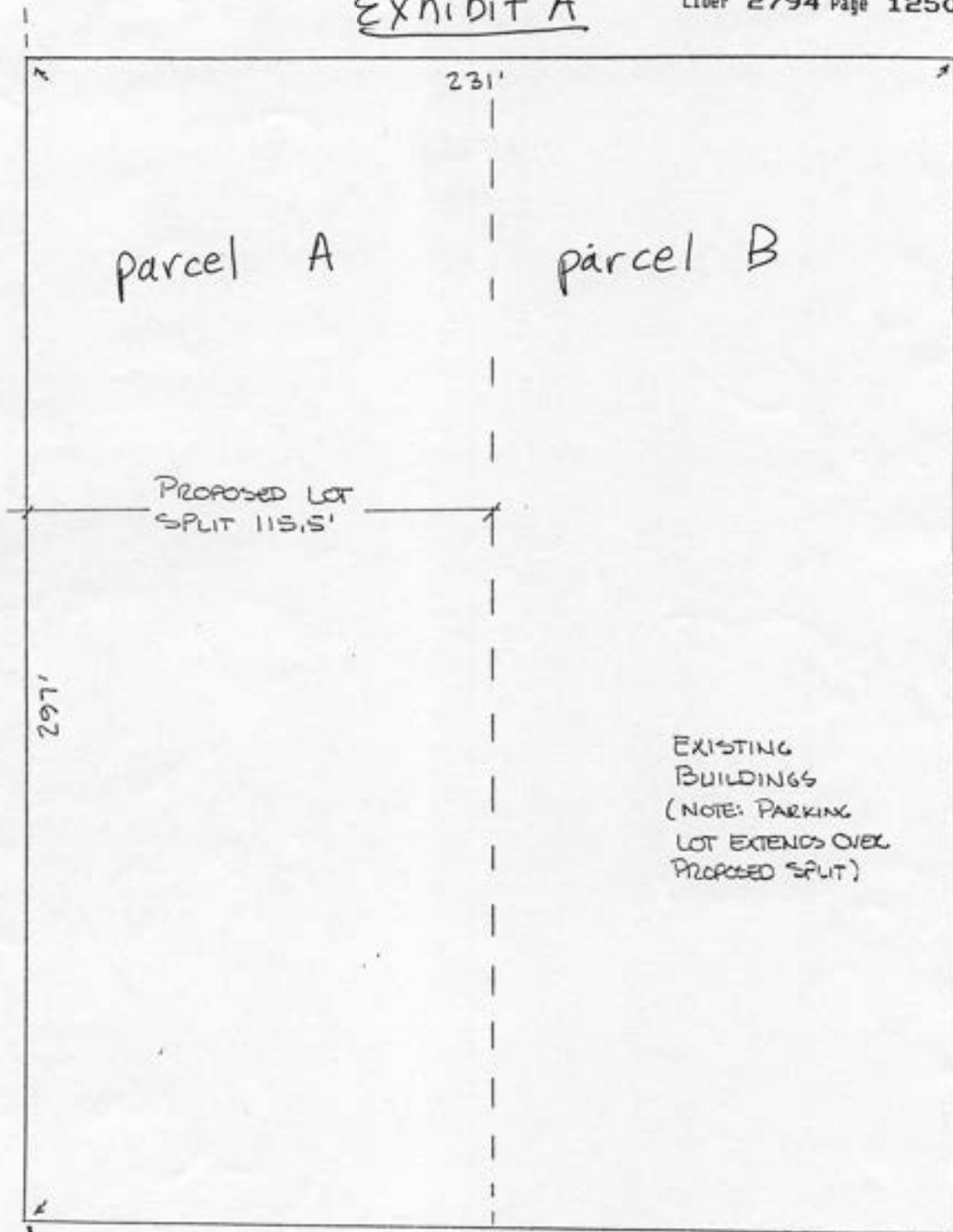
MARCIE K. COWLEY
Notary Public, Ingham County, MI
My Comm. Expires Feb. 16, 2004

FITZGERALD HENNE
& ASSOCIATES, INC.
2929 Covington Court
Lansing, Michigan 48912-4911
517-482-8810 887-1100
Fax: 517-482-9606

SUBJECT PROJECT NO. 4170A
SOUTH 297 FT OF LOT 34 SHEET NO. OF
OF SUPERVISOR'S PLAT OF COMP. BY GLM DATE 2-19-97
FIDELITY FARMS CHKD BY DATE

Exhibit A

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33' E
- @ MT HOPE RD -

