

EASEMENT AGREEMENT

THIS AGREEMENT has been entered into this <sup>9/2</sup> 30th day of October, 2000, by and between Ferrell Wyatt and Heather Wyatt, his wife, whose address is 802 Oak Cluster Drive, Howell, Michigan 48843 (the "Homeowner") and Rolling Oaks Homeowners' Association, a Michigan corporation, whose address is 31500 W. 10 Mile Rd., Farmington Hills, Michigan 48336 (the "Association").

WHEREAS, the Homeowner, is the owner of a residence which is described as follows: Lot 104, Rolling Oaks Subdivision, according to the plat thereof as recorded in Liber 31, Pages 13 through 17, Livingston County records.

WHEREAS, the developer of the subdivision has installed an irrigation system (the "Irrigation System") to water the common area landscaping which system is connected to the municipal water supply system at the residence as described above; and

WHEREAS, the Association desires and the Homeowner has agreed to provide water and an irrevocable, perpetual easement for the right to enter upon the property of the Homeowner for the installation, maintenance and/or replacement of the Irrigation System; and

WHEREAS, the Association will pay one hundred (\$100.00) dollars per year for use of the Homeowner's water supply and will have the right to enter upon the Homeowner's property as described above.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows;

1. The Homeowner grants to the Association an irrevocable, perpetual easement for the right to enter upon the property of the Homeowner for the installation, maintenance, operation, and/or replacement of the Irrigation System and the right (but not the obligation) to inspect and repair the water supply system.

2. The Homeowner agrees to provide water and maintain the water system as required for the Irrigation System.

3. The Association shall pay to the Homeowner one hundred (\$100.00) dollars per year as consideration and compensation for the use of the water and maintenance of the water supply system.

4. In the event that the Association shall default on its one hundred (\$100.00) dollar payment to the Homeowner, upon 60 day written notice sent by certified mail return receipt requested to the Association, the

Homeowner shall have the right to cease supplying water to the Irrigation System until such time as the Association shall pay the Homeowner any and all arrearage to the date of termination.

5. The Homeowner understands that it shall not under any circumstances, unless stated herein, interfere with, shut off or disconnect the water provided by the Homeowner's water supply system and/or alter the Irrigation System.

6. This Agreement shall be binding on the parties, their representatives, heirs, successors and assigns and shall constitute an easement appurtenant which shall run with the land.

Witnesses:

Robert Szpanago  
ROBERT SZPANO

Bruce H. Tobin  
David Chasnick

Homeowner:

Ferrell Wyatt  
Ferrell Wyatt

Heather Wyatt  
Heather Wyatt

Association:

Rolling Oaks Homeowners' Association,  
a Michigan corporation

By: Michael E. Tobin  
Michael E. Tobin, President

State of Michigan )  
                                  )ss  
County of Oakland )

The foregoing instrument was acknowledged before me this 30th day of October, 2000, by Ferrell Wyatt and Heather Wyatt, his wife.

My Commission Expires: 8/24/2003

State of Michigan )  
                                  )ss  
County of Oakland )

Darlene McHattie  
Notary Public  
DARLENE MCHATTIE Michigan  
Notary Public, Macomb County, MI  
ACTING IN OAKLAND CO.  
My Commission Expires 08/24/2003

The foregoing instrument was acknowledged before me this 1st day of December, 2000, by Michael E. Tobin, President of Rolling Oaks Homeowners Association, a Michigan corporation, on behalf of said corporation.

My Commission Expires: 8/21/2005  
THIS INSTRUMENT PREPARED & RETURN TO:  
Bruce H. Tobin, Esq.  
Lebow and Tobin, PLLC  
7001 Orchard Lake Rd., Suite 312  
W. Bloomfield, MI 48322

Lynn M. Rende  
Notary Public  
Oakland County, Michigan  
LYNN M. RENDE  
Notary Public, Wayne County, MI  
Acting in Oakland Co., MI  
My Commission Expires 08/21/2005