

**APPENDIX 4:**

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**SAMPLE EASEMENT FOR SHARED PARKING**

**WHEREAS**, the parties to this easement wish to take advantage of the shared parking provisions of Section 23.5 of the Thornapple Township Zoning Ordinance.

1. For consideration of \$\_\_\_\_\_ paid in hand, present and future benefits to be derived by Grantor and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor, \_\_\_\_\_,  
(name)  
doing business as \_\_\_\_\_,  
(name)  
hereby conveys and warrants to Grantee, \_\_\_\_\_,  
(name)  
doing business as \_\_\_\_\_,  
(name)

Its successors, heirs and assigns, a nonexclusive, perpetual easement for motor vehicle parking on the following described real property:

*[Legal Description of Property to Which Shared Parking Agreement Applies]*

Situated in the Township of Thornapple, Barry County, Michigan for the benefit of Grantee's property described as:

*[Legal Description of Benefiting Property]*

Situated in the Township of Thornapple, Barry County, Michigan.

Such parking easement shall be applicable only to parking spaces located on the above-described servient estate and as depicted on the land survey attached as Exhibit A and made a part hereof.

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. This easement shall not be altered or terminated without the express written permission of the Thornapple Township Planning Commission.
2. Grantor covenants that there are \_\_\_\_\_#\_\_\_\_\_ of motor vehicle parking spaces on the above-described property and that Grantor shall not decrease that number of parking spaces without the express written permission of the Thornapple Township Planning Commission.
3. Grantee shall post and maintain signage on the dominant and servient estates directing its customers and employees to parking.

4. Grantor may temporarily close the subject parking lot(s) for maintenance and repair. Cost of repair and maintenance shall be paid by \_\_\_\_\_.

5. Neither Grantee nor Grantor shall change, alter or expand the use of their respective properties described above so as to require additional parking under the provision of the Thornapple Township Zoning Ordinance in excess of existing parking spaces without the express written permission of the Thornapple Township Planning Commission.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**GRANTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**GRANTEE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**Notary Public**

**My Commission Expires: \_\_\_\_\_**