



DRIVEWAY SLOPE/GRADING RELEASE AND INDEMNITY AGREEMENT

_____ (husband and wife/a single _____)
(hereinafter the “undersigned”) as owner(s) of premises at _____ Novi, Michigan, 4837_,(hereinafter the :Premises”) as described in the attached and incorporated Property Description Exhibit, having requested that occupancy of said Premises be permitted, acknowledges that the driveway slope or grading in connection with said residential parcel is not in compliance with driveway slope/grading standards imposed by ordinances of the City of Novi, and has therefore sought and received a variance from such standards from the City’s Construction Board of Appeals. In consideration of the resolution of the dispute with the City of Novi over the application of such regulations so as to permit occupancy approval of the premises, and as required by such Construction Board of Appeals, the undersigned hereby releases the City of Novi, its consultants, officers, agents, and employees from any claims arising out of the occupancy of the premises relative to said driveway slope/grading regulations. This Release is on behalf of the undersigned owner(s) and all heirs, successors, administrators, executors, and assigns.

In further consideration of the granting of occupancy approval, the undersigned, on behalf of himself/herself/itself, and any and all heirs, successors, administrators, executors, and assigns, does hereby agree to indemnify, defend, and save harmless the City of Novi, its consultants, officers, agents, and employees, from and against any and all liability, loss or damage (including costs and attorney fees) that the City of Novi may suffer as a result of claims, demands, costs or judgments against it arising from, out of, or in consequence of the occupancy approval of the premises relative to said driveway slope/grading regulations, whether such liability, loss, or damage is due or claimed to be due to the negligence of the undersigned, its subcontractors, the City of Novi, its consultants, officers, agents, and employees, except only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its consultants, officers, agents and employees.

This release and indemnity is intended by the undersigned to release all claims, damages, or losses to the undersigned or his/her person and property, whether known or unknown, foreseen or unforeseen, patent or latent. The undersigned understands and acknowledges the significance and consequence of each specific intention to release all claims and indemnify the City and its representatives and others, and hereby assumes full responsibility for any claims, damages, or losses that he/she may incur hereunder.

This release and indemnity is freely and voluntarily executed by the undersigned after having been apprised of all relevant information and data and other information relevant to the release. The undersigned, in executing this release and indemnity, does not rely on any inducements, promises, or representations made by the City or its representatives, other than the terms of this release and indemnity.

The undersigned has read this release and indemnity and had the terms used herein, and the potential consequences thereof, explained to him/her by his/her own advisor. This release and indemnity prevails over prior communications regarding the matters contained herein between the undersigned and the City or its representatives.

IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 20____.

Signed by:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

Subscribed and sworn to before me this _____ day of _____, 2008, by _____ and _____.

Notary Public
Oakland County, Michigan
My Commission expires: _____

Drafted by:
Secrest, Wardle
Thomas R. Schultz
30903 Northwestern Hwy.
PO Box 3040
Farmington Hills, MI 48333

When recorded, return to:
City of Novi – Clerks Department
Maryanne Cornelius, City Clerk
45175 W. Ten Mile Road
Novi, MI 48375