

GRAND RIVER TRAILWAY EASEMENT

**Parcel No. 70-14-13-200-022
Grand River Greenway
Non-Motorized Trail Project
(Georgetown Township)**

THIS INDENTURE made and entered into this ____ day of _____, 2019, by and between **GEORGETOWN CHARTER TOWNSHIP, a Michigan governmental charter township**, of 1515 Baldwin Street, P. O. Box 769, Jension, Michigan 49429-0769, hereinafter “Grantor,” and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission**, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter “County;”

BACKGROUND:

For and in consideration of the mutual benefit of the Grantor and the County, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Georgetown, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: The East 343.00 feet of the West one-half (W 1/2) of the Northeast fractional one-quarter (NE frl. 1/4) of Section 13, Town 6 North, Range 13 West, **except** commencing 25.00 feet West of the Southeast corner, being 1354.58 feet West of the East one-quarter (E 1/4) corner; thence West 308.00 feet; thence North 555.00 feet; thence East 283.00 feet; thence South 14 degrees 44 minutes 37 seconds East 98.23 feet; thence South 460.00 feet to beginning. **Also except** that part of the following which lies Southerly of a line 49.00 feet Northerly of and parallel to the following described line: Commencing at the East one-quarter (E 1/4) corner; thence South 01 degree 22 minutes 37 seconds West 113.88 feet to a point of beginning at the construction centerline of Baldwin Street; thence Westerly along a 6000 foot radius curve to the left 125.09 feet (chord bears South 84 degrees 21 minutes 39 seconds West 125.09 feet); thence South 83 degrees 45 minutes 49 seconds West 84.49 feet; thence Westerly along a 700 foot radius curve to the right 266.72 feet (chord bears North 85 degrees 19 minutes 15 seconds West 265.11 feet); thence North 74 degrees 24 minutes 19 seconds West 419.66 feet; thence Northwesterly and Westerly along an 800.00 foot radius curve to the left 196.66 feet (chord bears North 81 degrees 26 minutes 52 seconds West 196.17 feet); thence North 88 degrees 29 minutes 24 seconds West 369.04 feet; thence Westerly along a 40000 foot

radius curve to the left 438.75 feet (chord bears North 88 degrees 48 minutes 16 seconds West 438.75 feet) to point of ending of said line.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT (“TRAILWAY”) SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The Northerly 150.00 feet of the above-described Fee Description along the margin (bank) of the Grand River.

This Easement is exempt from transfer tax by reason of MCL 207.526(a); and MCL 207.505(a).

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Trailway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the “Trailway Easement.”

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Trailway Easement as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of such Easement, together with the right to install signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD the Trailway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this Trailway Easement as above-described and own the lands covered by the Trailway Easement.

The Trailway Easement shall include, but not be limited to, the right to enter upon it any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Trailway, together with the right to excavate a foundation for the location of such Trailway. This Trailway Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Trailway which may interfere with the location, construction, maintenance, repair or upkeep of such Trailway. The County, as a consideration for our granting the right to construct and install such Trailway, shall be obligated to fill and grade to ground level the areas adjoining the Trailway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass alongside such Trailway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the Trailway Easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Trailway.

The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the County’s expense.

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the

Trailway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Trailway Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Trailway, and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

The pronouns and relative words herein are written in the masculine and singular only. If more than one joins in, or be of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.

The Grantor has caused these presents to be signed the day and year first above written.

GEORGETOWN CHARTER TOWNSHIP
a Michigan governmental charter township

By: _____
Sign here: _____
Type here: James Wierenga
Its: Supervisor

By: _____
Sign here: _____
Type here: Richard VanderKolk
Its: Clerk

Address: 1515 Baldwin Street, P. O. Box 769
Jenison MI 49429-0769

STATE OF MICHIGAN)
 ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this ____ day of _____, 2019, by **JAMES WIERENGA and RICHARD VANDERKOLK, the Supervisor and Clerk, respectively, of GEORGETOWN CHARTER TOWNSHIP, a Michigan governmental charter township**, on behalf of Georgetown Charter Township, as authorized by its Township Board.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454

Sign here: _____
Type here: _____

Notary Public
_____ County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: _____