

APPENDIX A: PUBLIC UTILITY EASEMENT

THIS PUBLIC UTILITY EASEMENT document is made as of _____, 20__, by _____, with an address of _____, _____ (“Grantor”), and the Charter Township of Georgetown, a Michigan charter township, with its offices located at 1515 Baldwin Street, Jenison, Michigan 49429, (“Township”), as follows:

RECITALS

A. The Grantor owns real property located in Georgetown Charter Township, Ottawa County, Michigan, more particularly described on the attached Exhibit A (“Property”).

B. A portion of the Property is legally described on the attached Exhibit B, which is the location and area of the easement created by this document.

C. The parties intend that the Township (and its contractors, assigns and agents) will be able to install and use water lines and facilities, sanitary sewer lines and facilities, drains, mains, telecommunications lines, electric lines, natural gas lines, utility pipes, wires and mains, and other utilities and related items under, upon, over, and across the easement described below (collectively, “Public Utilities”).

D. The Grantor desires to grant to the Township a permanent and perpetual easement for the uses and purposes described below, on, across, over and through the property and area described in Exhibit B upon the terms and conditions of this document.

TERMS AND CONDITIONS

1. Grant of Easement. For the sum of One Dollar (\$1.00), the Grantor grants, warrants and conveys to the Township a permanent and perpetual non-exclusive easement and right-of-way (“Easement”) over, under, upon, through, and across the area described on Exhibit B as attached hereto for the uses described in Section 2, below.

2. Use of the Easement. The Easement may be used by the Township for the purpose of constructing, installing, operating, using, inspecting, maintaining, repairing, and replacing the Public Utilities and their related appurtenances subject to the following terms and conditions:

a. Any construction, maintenance or replacement shall be performed by the Township so as not to unreasonably interfere with the use of the portion of the Property not occupied by the Easement by the Grantor and without cost to Grantor; and

b. Upon completion of any construction, maintenance, installation, replacement or repair, the Township will restore the area comprising the Easement to the same condition as it was prior to such construction, maintenance, installation, replacement or repair, and without cost to the Grantor.

3. Reservation of Rights. The Grantor retains all other property rights in the area comprising the Easement, including, but not limited to, the right to utilize the property to construct thereon sidewalks, driveways, private drives, curbs, gutters, landscaping and plantings. However, the Grantor agrees not to construct or install any buildings, fences or other surface or subsurface structures within the area comprising the Easement. Furthermore, Grantor shall not do anything within, on, under or over the area comprising the Easement that would unreasonably or otherwise interfere with the Township's use of the Easement as authorized by this document.

4. Non-exclusive Easement. The Grantor reserves the right to grant to others additional easement rights in the area comprising the Easement for the installation and maintenance of gas, electric power, telephone structures and lines that will not interfere with the Township's use of the Easement. However, such right is expressly subject to prior written approval by the Township as to location and size of such additional proposed easement and utilities, which approval shall not be unreasonably withheld.

5. Runs with the Land. This document and the rights and obligations set forth herein shall be appurtenant to the area comprising the Easement and shall permanently run with the land and shall be binding upon and inure to the benefit of the Grantor and the Township and the parties' successors in title, assigns, transferees, and creditors.

6. Miscellaneous. If any material provision, clause or part of this document, or application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this document, and the same shall continue to be effective to the fullest extent permitted by law. This document constitutes the entire agreement among the parties regarding the easement created hereunder. This document shall be governed by and construed according to the laws of the State of Michigan.

7. Transfer Tax Exemption. This document is exempt from state and county transfer taxes pursuant to MCL 207.526(a) and 207.505(a).

IN WITNESS WHEREOF, the Grantor has executed this document as of the date first above written.

[By: _____

Its _____]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

LEGAL DESCRIPTION OF THE EASEMENT
