

DRAFT

APPENDIX F: BICYCLE PATH AND WALKWAY EASEMENT

THIS BICYCLE PATH AND WALKWAY 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 maintain a trail, path or sidewalk and the public will be able to use the easement described below for walking, pedestrian use, bicycles, runners and similar uses (collectively, “Path Uses”).

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 A upon the terms and conditions of this document.

TERMS AND CONDITIONS

1. Grant of Easement. For the sum of One Dollars (\$1.00), the Grantor hereby 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 and members of the public for walking, pedestrian use, bicycles, runners and similar uses (i.e., the Path Uses). The Township may also use the Easement for the installation, maintenance, repair and use of underground utility lines and also drainage and water runoff structures, facilities and culverts.

3. Improvement of the Easement. The Township may fully improve the Easement by installing, constructing, operating, using, inspecting, maintaining, repairing and replacing an improved path, trail or sidewalk (as well as related appurtenances). Such path, trail or sidewalk may be made of cement, asphalt, gravel, wood chips and/or other material. Furthermore, the

Township may install and maintain any appropriate signage and appurtenances to the path, trail or sidewalk within the Easement.

4. Construction, Maintenance and Repair.

a. Any construction, maintenance or replacement of the trail, path or sidewalk (and appurtenances) 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 outside of the trail, path or sidewalk (or appurtenances) but within the Easement to the same condition as it was prior to such construction, maintenance, installation, replacement or repair, and without cost to the Grantor.

c. In accordance with the Township's Sidewalk Ordinance, the Grantor is responsible for all maintenance and replacement costs. The Township reserves the right to repair or maintain the trail, path, or sidewalk at the Township's sole option and cost, and if the Township exercise that right, the Township will restore the area within the Easement to the same condition as it was prior to such repair or maintenance and without cost to the Grantor.

5. 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 a driveway across the trail, path or sidewalk within the Easement if approved by the Township in writing, which approval shall not be unreasonably withheld. 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 or install anything within, on, under or over the area comprising the Easement that would unreasonably or otherwise interfere with the Township's or public's use of the Easement as authorized by this document.

6. 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 and public's use of the Easement. However, such right is expressly subject to prior written approval by the Township as to the location and size of such additional proposed easement and utilities, which approval shall not be unreasonably withheld.

7. Right of Adjacent Access; Temporary Construction Easement. This document shall also include the right by the Township to enter upon sufficient land owned by the Grantor which is adjacent to the Easement as is required for the construction, installation, maintenance, repair, replacement, re-installment, operation and inspection of the path, trail or sidewalk (and appurtenances and signage) in the Easement. In addition, the Township shall also have the right to enter upon the portion of the Property adjacent to the Easement temporarily in order do any construction, maintenance, installation, grading, replacement or repair within the Easement. Upon completion of any such construction, grading, maintenance, installation, repair or replacement

within the Easement, the Township will restore the area located on the Property outside of the Easement that was disturbed by the Township to the same condition that it was prior to such construction, grading, maintenance, installation, replacement or repair and without cost to the Grantor.

8. Grantor's Warranty. The Grantor warrants, represents and agrees that Grantor has the right and authority to enter into this document and to make it fully binding and applicable.

9. 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.

10. 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.

11. 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
