

PUBLIC UTILITY EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____ 20____, by and between _____ (names), _____ (address), party of the first part; and GRAND HAVEN CHARTER TOWNSHIP, a body incorporated as the authorized by the constitution of the State of Michigan, acting by and through its Board of Trustees of 13300 168th Avenue, Grand Haven, Michigan 49417, part of the second part;

WITNESSETH:

For and in consideration of the sum of less than one hundred (\$100.00) dollars paid to the first party, the receipts of which is hereby acknowledged, first party does hereby grant, bargain, convey and assign unto second party, its successors and assigns, a non-exclusive, perpetual and permanent public easement and right of way under, through and across a certain piece or parcel of land situated in the Township of Grand Haven, Ottawa County and State of Michigan, the piece or parcel of land being owned by first party in fee simple and public easements covering a strip of land being specifically described as follows:

FEE DESCRIPTION:

LEGAL DESCRIPTION

EASEMENT DESCRIPTION:

See Attached EXHIBIT "A"

This public easement and right of way shall be sole for the purposes of the construction and installation of a water main/sanitary sewer (cross one out) including appurtenant valves, hydrants, manholes, and accessories under, through and across the above described public easement and right of way, and for maintaining, repairing, replacing, reinstalling, operating, inspecting and keeping in working order the water main/sanitary sewer (cross one out) which are running under, through and across the above described public easement and right of way.

Said public easement and right of way shall include the right to enter upon sufficient land adjacent to said easement and right of way, owned by first party, as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of said sanitary sewer and watermain together with the right to install intersecting laterals and services therein.

TO HAVE AND TO HOLD this public easement and right of way under, through and across the above described piece or parcel of land unto second party, its successors and assigns, for the use and benefit of second party, its successors and assigns, FOREVER. First party warrants that it has the right and authority to grant this public easement and right of way, and that if there are any other prior lien holders thereon, they have consented to the Public Easement by written consent attached hereto, and will hold such lien subject to the provisions of this Public Easement.

This public easement and right of way shall include, but not be limited to, the right to enter upon the above described public easement and right of way at any time that the second party shall see fit for the purposes of maintaining, repairing, replacing, reinstalling and inspecting its sanitary sewer and/or watermain lines across, through and under the above described piece or parcel of land, together with the right to excavate a trench or ditch for the location of said sanitary sewer and/or watermain and with the further right to remove trees, brush and undergrowth and other obstructions situated upon the above described piece or parcel of land interfering with the location, construction, maintenance or repair of said sanitary sewer and/or watermain. Second party does covenant and agree that in the event it shall at any time become necessary to enter upon the above described piece or parcel of land for the purpose of maintenance, repair, replacement or reinstallation of said sanitary sewer and watermain, it shall return said piece or parcel of land to like condition, less any land improvements, as before such maintenance or repair upon the completion of said maintenance, repair, replacement or reinstallation insofar as is reasonably possible.

Second part agrees to fully indemnify, save and keep harmless first party 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 or presence of said sanitary sewer and watermain under and across the piece or parcel of land of first party. First party agrees that it will not construct a building, structure or other improvement or said easement and right of way without first obtaining the written consent of second party.

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

IN WITNESS WHEREOF, first party has caused these presents to be signed the day and year first above written.

