

EASEMENT FOR PUBLIC SIDEWALK (Permanent)

PROJECT #: _____

NAME OF PROJECT: _____

SECTION _____, MACOMB TOWNSHIP

_____, a _____ ("Grantor"), whose address is _____, grants, conveys, and releases to the Township of Macomb, a Michigan municipal corporation ("Grantee"), whose address is 54111 Broughton Road, Macomb, Michigan 48042, for the sum of _____ (\$_____) ("Consideration") the receipt and sufficiency of which are hereby acknowledged, a perpetual easement ("Easement") for the construction, use, operation, installation, inspection, repair, maintenance, reconstruction, replacement and public use of a Grantee-Owned Public Sidewalk (as defined below), over, under and across the following described parcel of land:

SEE REAL PROPERTY LEGALLY DESCRIBED IN ATTACHED EXHIBIT "A"

Commonly known as: _____

Parcel Number: _____

("Real Property").

The Easement shall be a perpetual easement on those portions of the Real Property described as follows:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION AND DRAWING

("Easement Area"):

Grantor hereby grants and conveys to Grantee all of Grantor's right, title, and interest, if any, in all hard-surfaced sidewalks and hard-surfaced pedestrian pathways, and all infrastructure, appurtenances, and related facilities incidental to such sidewalks or pathways, which may now or subsequently be located in the Easement Area and which have been inspected and accepted by Grantee (collectively referred to in this Easement as "Grantee-Owned Public Sidewalk").

Grantee, its agents, employees, and contractors shall have the right of ingress and egress to and from the Easement Area across the Real Property for the purpose of constructing, operating, installing, inspecting, repairing, maintaining, reconstructing and/or replacing the Grantee-Owned Public Sidewalk which are at any time located in the Easement Area. In addition, the public shall have the right to use the Grantee-Owned Public Sidewalk for pedestrian and non-motorized travel.

Grantor, its successors and assigns, shall reimburse Grantee for any and all expenses incurred by Grantee to repair any damages to the Grantee-Owned Public Sidewalk caused by Grantor, its agents, employees, contractors, licensees, invitees, successors, or assigns.

Grantor, its successors and assigns, shall be responsible for all maintenance of the Easement Area, excluding the repair, maintenance, reconstruction, and replacement of the Grantee-Owned Public

Sidewalk or damage to the Easement Area caused by the Grantee its agents, employees, or contractors pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of Grantee-Owned Public Sidewalk.

Grantor, its successors and assigns, shall not grant any other easements in the Easement Area to any individual, person, or entity without the prior written consent of Grantee.

Grantor, its successors and assigns, hereby agrees to indemnify and hold Grantee harmless from any and all claims, debts, causes of action, or judgments for any damage to property and/or injury to any person which may arise on the Real Property, unless such damage or injury was caused by (i) the activities of Grantee, its agents, employees, or contractors pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of Grantee-Owned Public Sidewalk within the Easement Area, or (ii) a defect or condition relating to the Grantee-Owned Public Sidewalk which did not arise from the acts of Grantor, its agents, employees, contractors, licensees, invitees, guests, successors, or assigns.

No landscaping (other than sod or grass), trees or shrubs, buildings, fences, or other structures shall be placed or maintained in the Easement Area or within such proximity to them to interfere with the construction, operation, installation, inspection, repair, maintenance, reconstruction and/or replacement of the Grantee-Owned Public Sidewalk located within the Easement Area. Temporary non-use or limited use of the Easement by Grantee shall not prevent Grantee from making use of the Easement to the fullest extent authorized by law.

The area of the Real Property disturbed by construction or maintenance activities of Grantee, its agents, employees, or contractors under this Easement shall be restored by Grantee, its agents, employees, or contractors to substantially the same condition as existed immediately prior to the construction or maintenance activities of Grantee, its agents, employees, or contractors.

Grantee may assign its rights under this Easement to any federal, state, county, or quasi-governmental agency.

This Easement is irrevocable and shall run with the Real Property and shall be binding upon the heirs, personal representatives, successors, and assigns of Grantor.

The individuals executing this Agreement warrant that they are duly authorized and fully empowered to execute this Agreement on behalf of their respective Parties.

This Easement shall be recorded in the Macomb County Register of Deeds by the Grantee or Grantee's agent.

This Easement _____ exempt from transfer taxes under MCLA 207.505(a) and MCLA 207.526(a).

(SIGNATURES ON PAGE TO FOLLOW)

