

EASEMENT GRANT

For and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged.

_____, _____, Michigan (Grantor(s)) hereby grant(s) and convey(s) to the Genoa Charter Township, 2911 Dorr Road, Brighton, Michigan 48116 (Grantee), an easement for the purposes of the construction, installation, maintenance, repair, alteration, inspection, operation and testing of public utilities including sanitary sewers, storm sewers, and water mains in, on, and under any private or public drives, streets or roadways used as access for property ("Property") located in the Township of Genoa, Livingston County, Michigan as particularly described in **Exhibit A**.

Grantor(s) further grant and convey an easement to install and maintain feedlines, electrical service, and grinder pumps relating to sanitary service in, on and under the Property ("Grinder Pump Easement"). The easement is more specifically described as a parcel of land 15 feet wide over and upon the Property, which is measured 7.5 feet on each side of the center of the sewer system improvements as constructed pursuant to this agreement, except for electrical service liens where the easement shall be 10 feet wide, measured 5 feet on each side of the center of the electrical service liens.

Any construction, maintenance, replacement or any other activities incident to this Easement Grant shall be performed by the Authority, its agents, employees, or assigns so as not to unreasonably interfere with the reasonable use of the easement area by the Grantor(s) and without cost to Grantor(s). Grantor(s) shall not construct any new buildings or improvements on the easement premises or otherwise use the property in such a way as would interfere with the easement rights of the Grantee.

Upon completion of the construction, maintenance, replacement, repairs, or any other activities by the Grantee within the scope of the easement, Grantee will restore the Property to the same condition as it was prior to such construction, maintenance, replacement, repairs, or other such activity and without cost to the Grantor(s). Grantee shall have the right at all times to go upon and use the easement for all purposes set forth in this Easement Grant.

Grantor(s) release(s) Grantee from any and all damages and claims, alleged or real, suffered by Grantor(s) by reason of any diminution to the value of the Property arising out of this Easement Grant, or on account of the drain or drains or water mains to be constructed. Grantee agrees to indemnify, defend, and save and hold Grantor(s) harmless from losses or damages for personal injury and property arising out of claims made by third persons caused by the activities contemplated by this Easement Grant of the Grantee and/or its contractors or agents.

Furthermore, the Grantor acknowledges that service, inspection, testing, repairs or maintenance of public utilities including sanitary sewers, storm sewers, and water mains, feedlines, electrical service, and grinder pumps relating to sanitary service in, on and under the Property may require Grantee and its employees or contractors to go upon areas outside of this easement. Grantor gives permission to Grantee's employees or contractors to go upon areas outside of this easement for the purpose of performing such service, inspection, testing, repairs or maintenance. Grantee agrees to restore any such area outside of this easement to the condition it was immediately before Grantee's employees or contractors went upon such areas.

This Easement Grant shall be binding upon and inure the benefit of the parties herein, their respective heirs, representatives, successors, or assigns. Whenever used herein, the plural nouns or pronouns shall include the singular.

SIGNED:

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

On this _____ day of _____, 20___, before me a Notary Public in and for said County, State of Michigan, personally appeared _____ who being by me duly sworn, and which executed the within instrument acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public
Livingston County, Michigan
My commission expires:

**DRAFTED BY &
ONCE RECORDED PLEASE RETURN TO:**
Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116

Exhibit A
Legal
Description