

Appendix "A"

STANDARD UTILITY LINE EASEMENT

HOLLAND CHARTER TOWNSHIP

Parcel No.: _____

THIS INDENTURE, made and entered into this _____ day of _____, 202__,
by and between _____
_____, whose address is _____, hereinafter
"Grantor", and the **CHARTER TOWNSHIP OF HOLLAND**, a Michigan governmental charter
township, of 353 North 120th Avenue, Holland, Michigan 49424, hereinafter "Township,"

WITNESSETH:

For the sum of One and 00/100ths (\$1.00) Dollar and other valuable consideration paid to the Grantor by the Township, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey, and assign unto the Township, its successors and assigns, a non-exclusive, perpetual, and permanent easement and right-of-way under, through, over, and across that certain piece or parcel of land situated in the Charter Township of Holland, County of Ottawa, and State of Michigan, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description:

Easement Description:

The easement and right of way granted herein shall be for the purpose of the construction and installation of utility lines, including sewer line or lines, water line or lines, storm sewer lines, drains and drain tiles, and their appurtenant valves, hydrants, and accessories, under, through, and across the above described Easement Description for the purpose of constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting, and keeping in working order, all collectively referred to as the “Functioning,” of the utility lines, sewer lines, water lines, and storm sewer lines, and their appurtenant valves, hydrants, and accessories, which are running under, through, and across the above described Easement Description, all hereinafter collectively referred to as “Utility Lines”.

The easement and right-of-way granted herein shall include the right to enter upon sufficient land of Grantor adjacent to the Easement Description (“Adjacent Land”) as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation, and inspection of said Utility Lines, at its sole expense, to restore it to the condition it was in immediately prior to entry.

TERM: Said easement and right-of-way under, through, and across the above described Easement Description, for the use and benefit of the Township, its successors and assigns, shall be perpetual.

AUTHORITY: Grantor warrants that they have the right and authority to grant this easement as above-described and owns the lands covered by the Easement Description.

RESTORATION: The easement and right-of-way shall include, but not be limited to, Township’s right to enter upon the Easement Description at such times as may be reasonably necessary to perform Functioning activities for its Utility Lines across, through, and under the above described Easement Description, together with the right to excavate a trench or ditch for the location of said Utility Lines. Township shall have the further right to remove trees, brush, and undergrowth, and other obstruction situated upon the above described Easement Description interfering with the Functioning activities for the Utility Lines. As a consideration for the Township to have the right to construct and install said Utility Lines, Township shall be obligated, at its sole expense (i) to fill and grade to ground level the trench or ditch occupied by said Utility Lines and (ii) to restore the drives, parking areas, shrubs, or grass to their former condition, insofar as is reasonably possible. Township does further covenant and agree that in the event it shall become necessary, at any time, to enter upon the above-described Easement Description for the purpose of performing the Functioning activities for the Utility Lines, Township shall, at its sole expense, return said piece or parcel of land to a similar condition as before exercising the Functioning activities upon the completion of the same, insofar as is reasonably possible.

The removal or demolition of any existing buildings, structures, or fences which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the expense of the Township.

INDEMNIFICATION: Township agrees to fully indemnify, save, and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries and death suffered by persons in any manner caused by or growing out of or in any way connected with the Functioning activities for the Utility Lines, under and across the piece or parcel of land of Grantor or the presence of Township or its employees, guests, invitees, contractors, and agents upon the Easement Description or Adjacent Land. Grantor agrees that they will not construct a building, structure, or other permanent improvement on said Easement Description without first obtaining the written consent of the Township, which consent will not be unreasonably withheld, delayed, or conditioned; and this

conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

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

The Grantor has caused these presents to be signed the day and year first above written.

Sign here: _____

Type here: _____

Address: _____

Sign here: _____

Type here: _____

Address: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this _____ day of _____, 202____, before me, a Notary Public, in and for said County, personally appeared _____

to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed.

Sign here: _____

Type here: _____

Notary Public
Ottawa County, Michigan

My commission expires: _____

Prepared By: