

Appendix “B”

**STANDARD
NON-MOTORIZED AND MULTI-USE PATHWAY EASEMENT**

HOLLAND CHARTER TOWNSHIP

Parcel No.: _____

THIS INDENTURE, made and entered into this _____ day of _____, 202__, by and between _____

_____, 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 00/100 (\$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 , over and across that certain piece or parcel of land situated in the Charter Township of Holland, in the County of Ottawa, and State of Michigan, the piece or parcel of land being owned by the party of the Grantor in fee simple and described as follows:

Fee Description:

Easement Description:

The easement granted herein shall be for the purpose of the installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspection and keeping in working order (i.e. the "Functioning") of the non-motorized and multi-use pathway (including sidewalks at the election of the Township) which may run over and across the above described easement and right of way, all hereinafter collectively referred to as the "Non-motorized and Multi-use Pathway Easement."

The easement granted herein shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Non-motorized and Multi-use Pathway as is required for the Functioning of the Non-motorized and Multi-use Pathway, together with the right to install necessary signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD said Non-motorized and Multi-use Pathway Easement and right of way over and across the above described piece or parcel of land unto the Township, its successors and assigns, for the use and benefit of the Township, its successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this easement as above-described and own the lands covered by the easement and right of way.

The easement and right-of-way shall include, but not be limited to, the right to enter upon the easement at any reasonable time for the purpose of Functioning the Non-motorized and Multi-use Pathway, together with the right to excavate a foundation for the location of such Non-motorized and Multi-use Pathway. The easement and right-of-way shall further include right to remove trees, brush, undergrowth, and other obstructions situated upon the above described piece or parcel of land which may interfere with the location, construction, maintenance, or repair of such Non-motorized and Multi-use Pathway. The Township, as a consideration for the Grantor granting the right to construct and install such Non-motorized and Multi-use Pathway, shall be obligated to fill and grade to ground level the areas adjoining the Non-motorized and Multi-use Pathway and shall also be obligated to restore to their former condition, insofar as is reasonably possible the drives, parking areas, shrubs and/or grass along side such Non-motorized and Multi-use Pathway. The Township further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of Functioning the Non-motorized and Multi-use Pathway.

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

The 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 or death suffered by persons in any manner caused by or growing out of the Functioning of the Non-motorized and Multi-use Pathway, under and across the piece or parcel of land of Grantor, except for the negligence of the Grantor or the Grantor's heirs, representatives, successors or assigns. The Grantor further agrees that the Grantor will not construct a building, structure, or improvement on such easement and right of way without first obtaining the written consent of the Township, 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 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: _____

Sign here: _____

Type here: _____

Address: _____

[illegible]

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: