

SIDEWALK EASEMENT

The undersigned owner of the within described property, John Weseman Limited, a Michigan corporation, whose address is 705 W. Lawrence Avenue, Charlotte, Michigan 48813, hereinafter designated "Grantor", in consideration of the sum of One and no/100 (\$1.00) Dollar, receipt of which is hereby acknowledged, does hereby grant, convey and assign to the City of Charlotte, Eaton County, Michigan, whose address is 111 E. Lawrence Avenue, Charlotte, Michigan 48813, hereinafter designated Grantee, a non-exclusive, perpetual and permanent easement and right-of-way over and across land owned by the Grantor and described as follows:

10.00 foot Sidewalk Easement over Parcel 200-013-100-450-00:

The East 10.00 feet of the North 100.00 feet of that part of the following described parcel lying West of the West right-of-way line of Lincoln Street and South of the South right-of-way line of Lawrence Avenue; said parcel of land located in Section 13, T. 2 N., R. 5 W., City of Charlotte, Eaton County, Michigan, described as: Beginning at the intersection of the center line of Lawrence Avenue and the North and South 1/4 line of said Section; thence West 169.25 feet; thence South 175.85 feet; thence East 169.25 feet to the North and South 1/4 line; thence North thereon, 175.85 feet to the place of beginning.

Grantor warrants that it has the right and authority to grant this easement as described above for the benefit and use of Grantee, its successors and assigns, forever, and that Grantor owns the lands covered by the easement and right-of-way.

The easement granted herein shall be for the purpose of public use as a sidewalk and shall include the right of Grantee, its agents and employees to install, construct, operate, maintain, repair, replace, reinstall, inspect, and keep in working order a sidewalk which may run over and across the above described easement and right-of-way, referred to as the "Sidewalk Easement."

This Easement shall include the right to Grantee and its agents, within the Sidewalk Easement, to excavate a foundation for such Sidewalk, to construct by paving or otherwise, the Sidewalk in the Easement area; and to remove trees, brush, undergrowth and other obstructions which may interfere with the location, construction, maintenance or repair of such Sidewalk. The easement granted herein shall also include the right of Grantee and its authorized agents to enter upon sufficient land owned by the Grantor which is adjacent to the Sidewalk Easement as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of said Sidewalk, together with the right to install signs on the adjacent land as to be used by the public.

Grantee covenants and agrees that as consideration for the Sidewalk Easement, Grantee shall be obligated to restore the areas adjoining the easement to their former condition, insofar as

is reasonably possible, following construction, reconstruction, repair, replacement, maintenance, or other changes caused by Grantee. Restoration shall be defined as filling and grading to ground level such disturbed areas adjoining the easement, and seeding them with grass, or resurfacing them to their former condition.

Except as provided at Section 58-91 of Chapter 58 of the Charlotte City Code, Grantee agrees to fully indemnify, defend and save harmless the Grantor from any and all claims for damage to real and personal property and for injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, replacement, maintenance or presence of said Sidewalk over and across the Grantor's property, except for claims arising out of the negligence or wrongful act of Grantor, its heirs, representatives, successors or assigns, provided, however, nothing contained herein shall constitute a waiver of any of the defenses of the Grantee, including, without limitation, its defenses as provided under the Governmental Immunity Act, MCL 691.1401, *et seq.*

Grantor agrees that Grantor will not construct a building, structure or improvement, nor will Grantor plant any trees or shrubbery on the Sidewalk Easement without first obtaining the written consent of Grantee. Grantor releases any and all claims to damage arising from or incidental to the exercise of any of the rights and powers granted to Grantee, except as expressly set forth herein.

This Easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

John Weseman Limited
705 W. Lawrence Avenue
Charlotte, MI 48813

John Weseman

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for said County, personally appeared _____, known to me to be the same persons who executed the foregoing Easement and who acknowledged the same to be their free act and deed.

Notary Public

County, Michigan
Acting in _____ County
My Commission Expires: _____

Drafted by:
Jeff Lewis
Prein & Newhof
7123 Stadium Drive
Kalamazoo, Michigan 49009

When Recorded Return To:
Ginger Terpstra
City of Charlotte
111 E. Lawrence Ave.
Charlotte, Michigan 48813