

GRANT OF TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____ 2017, by and between Robert Jewett, Jr. and Andrea Jewett, whose address is 109 S. Cochrane Avenue, Charlotte, MI 48813, hereinafter called "Grantor", and the City of Charlotte, a Michigan municipal corporation, whose address is 111 E. Lawrence Avenue, Charlotte, MI 48813, hereinafter called "Grantee".

WHEREAS, the Grantor owns the following described premises:

South 50 feet of Lots 1 and 2, South 51 feet of West 51 feet of Lots 3 and 4, Block 23, O.P. City of Charlotte 1993 D.D.A.

TAX PARCEL NUMBER 200-000-023-026-00
Commonly known as 109 S. Cochrane Avenue, Charlotte, Michigan

and

WHEREAS, Grantee desires to obtain a non-exclusive easement from the Grantor over, across, and upon a portion of the above-described premises for ingress and egress for the purpose of demolition of 108/110 East Lawrence Avenue, Charlotte, Michigan; and

WHEREAS, these parties desire to enter into an agreement for such temporary non-exclusive easement for a period of three months from the date of execution hereof.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. In consideration for the sum of Ten Dollars (\$10.00), the receipt of which is acknowledged, the Grantor hereby grants, conveys and warrants to the Grantee, its successors and assigns, for a period of three months from the date of execution, a temporary non-exclusive easement for ingress and egress for the purpose of demolition of 108/110 East Lawrence Avenue, Charlotte, Michigan, and upon the following described parcel:

The East 10 feet of the South 50 feet of Lots 1 and 2, South 51 feet of West 51 feet of Lots 3 and 4, Block 23, O.P. City of Charlotte 1993 D.D.A.

2. The Grantee has the right, pursuant to this grant of easement, to cut, trim, or remove vegetation, paving materials, or other property placed within said easement parcel as necessary for the use of the property for ingress and egress. All work will be performed in a workmanlike manner and in the usual and customary manner. Restoration of driveway shall be the responsibility of the Grantee to a condition comparable to that which existed prior to its activity. Damage to pavement, curb and gutter, grassy areas and sidewalk will be repaired by the Grantee. Grantee may assign the responsibility for the activities contained in this paragraph to third parties and if assigned shall release Grantee for any liability or costs associated with said activities.
3. During the duration and the temporary easement, no structure, fence, public or private utility shall be placed over, on, or under the easement without the Grantees' permission. The Grantee has the right, pursuant to this grant of easement, to remove any structure, fence, or other obstacle in said easement. Restoration of any structure, fence, or other obstacle shall be the responsibility of the Grantor or their assigns.
4. The Grantee agrees to repair, replace or restore to a condition comparable to that existing prior to any work, any landscaping, lawns, and plantings within the easement area that are damaged or destroyed due to the Grantee's use for ingress and egress.
5. Grantor covenants that it is lawfully seized and possessed of the premises herein described and warrants the Grantor has a good and lawful right to grant and convey the easement described herein and that no persons or other entities have any rights, title, or interest in said property.
6. It is expressly understood and agreed by and between the parties hereto that this agreement constitutes the entire terms and conditions applicable to the easement as agreed upon by the parties hereto, except as stated herein or as may be amended in writing hereafter.
7. This instrument is exempt from state real estate transfer tax pursuant to MCL 207.526(s), and exempt from county real estate transfer tax pursuant to MCL 207.505(a).

IN WITNESS WHEREOF, Grantor has caused this easement to be executed on the date and year above written.

GRANTORS:

Robert Jewett, Jr.

Andrea Jewett

STATE OF MICHIGAN)
) ss.
COUNTY OF EATON)

Acknowledged before me in Eaton County, Michigan, on _____, 2017,
by Robert Jewett, Jr. and Andrea Jewett.

Notary Public
State of Michigan, County of _____
Commission Expires: _____
Acting in the County of _____

GRANTEE: CITY OF CHARLOTTE

Timothy Lewis, Mayor

Ginger Terpstra, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF EATON)

Acknowledged before me in Eaton County, Michigan, on _____
2017, by Timothy Lewis, Mayor, and Ginger Terpstra, Clerk, of the City of Charlotte, a
Michigan municipal corporation, on behalf of the corporation.

Notary Public
State of Michigan, County of _____
Commission Expires: _____
Acting in the County of _____

*PREPARED BY AND WHEN
RECORDED RETURN TO:*

*Thomas M. Hitch (P 25558)
Charlotte City Attorney
601 Abbot Road
East Lansing, MI 48823
517/351-0280*