

Grantor, its successors and assigns hereby agree to indemnify and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any person which may arise on the Real Property, unless such damage or injury was caused by (i) the activities of Grantee, its agents, employees or contractors pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of Grantee-Owned Public Utilities within the Easement Areas, or (ii) a defect or condition relating to the Grantee-Owned Public Utilities which did not arise from the intentional acts of Grantor, its agents, employees, contractors, licensees, invitees, guests, successors or assigns.

No landscaping (other than sod or grass), trees or shrubs, buildings or other structures shall be placed or maintained in the Easement Areas or within such proximity to them so as to interfere with the construction, operation, installation, inspection, repair, maintenance, reconstruction and/or replacement of the Grantee-Owned Public Utilities located within the Easement Areas. Temporary non-use or limited use of the Easement by Grantee shall not prevent Grantee from making use of the Easement to the fullest extent authorized by law.

The area of the Real Property disturbed by construction or maintenance activities of Grantee, its agents, employees or contractors under this Easement shall be restored by Grantee, its agents, employees or contractors to substantially the same condition as existed immediately prior to the construction or maintenance activities of Grantee, its agents, employees or contractors.

Grantee may assign its rights under this Easement to any federal, state or county agency or to any other municipality.

This Easement is irrevocable and shall run with the Real Property and shall be binding upon the heirs, personal representatives, successors, and assigns of Grantor.

The individuals executing this Agreement warrant that they are duly authorized and fully empowered to execute this Agreement on behalf of their respective Parties.

This Easement shall be recorded in the Macomb County Register of Deeds by the Grantee or Grantee's agent.

This Easement is exempt from transfer taxes under MCLA 207.505(a) and MCLA 207.526(a).

[SIGNATURES ON PAGE TO FOLLOW.]

This Easement is executed this _____ day of _____, 20____.

GRANTOR:

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, known to me to be the persons who executed the within instrument and who acknowledged the same to be their free act and deed.

Notary Public _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

This Easement was drafted by: Benjamin J. Aloia, Esq.
Aloia & Associates, P.C.
48 S. Main Street, Ste. 3
Mount Clemens, MI 48043

When recorded, return to: Township Clerk
Macomb Township
54111 Broughton Road
Macomb, Michigan 48042