

GENERAL EASEMENT AGREEMENT
GRANT TO CITY OF HOWELL

This agreement made this _____ day of December, 2021 by and between the City of Howell, A Michigan Municipal Corporation, 611 E. Grand River Avenue, Howell, Michigan 48843 (hereinafter called "City") and the Livingston County, a Michigan Municipal Corporation, 304 E. Grand River Avenue, Howell, Michigan 48843(hereinafter called the "County");

WHEREAS, the City plans to construct, maintain, repair, inspect, and operate an outdoor public restroom, together with all utilities upon a perpetual easement (also known as the "easement premises") granted by the County for such purpose as more fully set forth below;

WHEREAS, the parties hereby agree that the granting of this easement by the County and the City's acceptance of same, will be a benefit to both the County and the City, and that all work necessary to be performed for this project will be at no cost to the County;

WHEREAS, the County certifies and warrants that it is the sole legal Owner in fee of certain real estate, which includes the easement, otherwise known under Tax Code No.17-36-300-016, situated in the City of Howell, County of Livingston, State of Michigan described as follows:

SEE ATTACHED EXHIBIT A FOR:

LEGAL DESCRIPTION OF TAX CODE NO. 17-36-300-016;
ATTACHED LEGAL DESCRIPTION OF THE EASEMENT PREMISES;
SKETCH OF EASEMENT.

NOW THEREFORE, in consideration of the foregoing, the parties hereto mutually agree as follows:

1. The County hereby grants and conveys to the City a perpetual easement to survey, construct, operate, maintain, test, inspect, repair, remove, replace or abandon in place and control all items and fixtures as described in Paragraph 3, set forth below, in, along, and upon the easement premises together with all reasonable rights of ingress and egress across adjoining lands owned by the County necessary for the exercise of the rights herein granted.

2. The right of ingress and egress herein granted across the adjoining lands of the County shall be exercised and used in such a manner as not to cause any damage or destruction of

any nature whatsoever to or interruption of the use of the adjoining lands owned by the County. The City agrees to restore, at no cost to the County, to as near as reasonably possible, such lands used for ingress and egress to their original condition.

3. The City agrees that the use of the easement premises hereby granted shall be limited to construction, maintenance, repair, inspection, and operation of an outdoor public restroom, together with all utilities. The City shall bear the cost of all expenses associated with the outdoor public restroom..

4. The City agrees that the County shall have the right to grant other nonexclusive easements over, along, or upon the easement premises; provided, however, that any such other easements shall be subject to this easement and shall not otherwise obstruct the easement premises described here; and provided further, that City shall have first consented in writing to the terms, nature and location of any such other easements so long as such other easement do not interfere with the rights granted hereunder.

5. The County further agrees not to interfere with the construction, maintenance, repairing, inspection, and operation of said of those items as described in Paragraph 3, above. The County shall not erect or place any structure or any other physical obstruction next to, on top of, or underneath any of the access areas of the above-named easement nor shall the County obstruct the City's reasonable access for service, maintenance, construction, or removal of those items set forth in Paragraph 3, above.

6. The County agrees that the City may temporarily assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner, and that the County's interest in the easement premises shall be protected to the same extent as hereunder.

8. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In witness whereof, the parties hereto have executed or have caused in this instrument to be executed by their proper officers duly authorized to execute the same.

COUNTY OF LIVINGSTON

BY: Wes Nakagiri
ITS: Chair of the Board of Commissioners

BY: Elizabeth Hundley
ITS: County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument acknowledged before me, a Notary Public in and for said County, on the _____ of _____, 2021, by Wes Nakagiri and Elizabeth Hundley, as authorized persons to execute the conveyance on behalf of the County of Livingston.

CITY OF HOWELL

BY: Robert Ellis
ITS: Mayor

BY: Angela Guillen
ITS: City Clerk

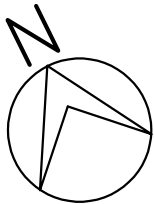
STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this ____ day of _____, 2021, in the State of Michigan, County of Livingston before me, a notary public in and for said County, appeared Robert Ellis and Angela Guillen, as authorized persons to execute and accept the conveyance from the Country on behalf of the City of Howell.

Drafted by and return to:

Dennis L. Perkins
Howell City Attorney
P.O. Box 47
Howell, MI 48843
(517)546-6623

SKETCH OF EASEMENT



SCALE: 1" = 50'

"THOMPSONS ADDITION"

17-36-103-013
210 CHURCH ST.

17-36-103-014
222 N. COURT ST.

CHURCH STREET

R.O.W. LINE

STATE STREET

R.O.W. LINE

17-36-300-016
LIVINGSTON COUNTY
NO ADDRESS AVAILABLE

R.O.W. LINE

COURT ROAD

61.00'
23.00'
EASEMENT

R.O.W. LINE

CLINTON STREET

17-36-300-015
COURT HOUSE SQUARE

VACATED
COURT STREET

LEGAL DESCRIPTION OF PROPERTY 17-36-300-016

CITY OF HOWELL PARKING LOT BEING A PART OF SECTION 36, T.03N., R.04E., CITY OF HOWELL, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: ALL THAT PART LYING SOUTH OF CHURCH STREET, NORTH OF CLINTON STREET, EAST OF STATE STREET AND WEST OF CHURCH STREET.

DESCRIPTION OF EASEMENT

THE SOUTHERTLY 23.00 ADJACENT TO CLINTON STREET AND THE EASTERLY 61.00 FEET ADJACENT TO CHURCH STREET OF CITY OF HOWELL PARKING LOT BEING A PART OF SECTION 36, T.03N., R.04E., CITY OF HOWELL, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: ALL THAT PART LYING SOUTH OF CHURCH STREET, NORTH OF CLINTON STREET, EAST OF STATE STREET AND WEST OF CHURCH STREET.

JOB NO. 20170326	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH. PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com	P.O. BOX 824 48303 - 0824	SHEET NO. 1
DATE 11/03/2021				OF 1