

**TWENTY (20) YEAR
MURAL EASEMENT ON NORTH WALL/FACADE**

KNOWN ALL BY THESE PRESENTS, Livingston County, a Michigan Municipal Corporation, of 304 East Grand River Ave., Ste 201, Howell, MI 48843 (hereinafter the “Owner” and/or “Grantor”), for and in consideration of the sum of One (\$1.00) Dollar, receipt of which is acknowledged, paid to them by the **Village of Fowlerville Downtown Development Authority**, whose address is 213 South Grand Avenue, Fowlerville, MI 48836 (hereinafter the “FDDA” or “Grantee”), does hereby convey, grant and release the GRANTEE, its successors and assigns, a non-exclusive easement, for twenty (20) years from the date of issuance, over the North Façade/Wall, as defined below, of the existing building located on the property that is legally described as being located in the Village of Fowlerville, County of Livingston, State of Michigan to wit:

Lot(s) 3, Assessor’s Plat No. 2, according to the record of Plat thereof, as recorded in Liber 4 of Plat (s), Page 10, Livingston County Records, EXCEPTING therefrom the East 88 feet.

Tax Identification Number: 4750-11-305-003

Commonly Known As: 200 North Grand, Fowlerville, MI 48836

Hereinafter referred to as the “Building.”

1. **Purpose.** The Grantee wishes to place a mural on the side of the Building for the purpose of downtown development. The Grantor is willing to convey a 20 year easement for this purpose.
2. **Exterior Façade/Wall.** For purposes of this document, the “North Façade/Wall” of the Building shall be the exterior wall of the Building and any exterior portions of the Building facing the public park or public space to the north. The North Façade/Wall shall be from the bottom edge of the any overhang to the ground and from the east edge of the North Façade/Wall to the west edge of the North Façade/Wall. The North Façade/Wall of the Building shall include exterior walls, exterior doors, paint/siding/brick/stone or other materials on the exterior walls, and awnings,.
3. **Easement.** The Grantor hereby conveys and grants to the Grantee, its successors and assigns, a non-exclusive easement, for twenty (20) years from the Effective Date, over the North Façade/Wall, for the purposes and with the restrictions as set forth herein. This easement will terminate automatically at expiration, without any further action of either party.

4. **Use of Easement Area.** FDDA is permitted to install upon said North Façade/Wall a mural, substantially similar to the rendering in Exhibit A, without the need to obtain any further design consent from the Grantor/Owner. From the date of the grant of this Easement, the Grantee shall have an unconditional obligation to maintain said mural on the North Façade/Wall in good condition for twenty (20) years. The parties agree that if in the Grantee's reasonable judgment the mural is unrepairable earlier than twenty (20) years, the FDDA may terminate its obligation to maintain the easement by 1) providing the Grantor with written notice of same, 2) power washing the existing mural on the North Façade/Wall, and 3) painting the entire wall tan or another color chosen by the Grantor within 14 days of the date of notice. Otherwise, at the end of the twenty (20) years, the Grantee shall 1) power washing the existing mural on the North Façade/Wall and 2) painting the entire wall tan or another color choose by the Grantor in writing not less than fifteen (15) days before the easement terminates. The Grantee's activities shall not interfere with the public purpose of the Building and shall not block the driveways at any time.
5. **Benefit and assignment.** This conveyance shall be binding upon and inure to the benefit of the parties and their respective permitted successors, assigns, heirs, and legal representatives.
6. **Extension.** By future written agreement, the parties may extend the easement's term for an additional twenty (20) years.
7. **Entire agreement.** This Agreement and its exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior agreements with respect to the Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by the parties.
8. **Maintenance.** During the term of the easement the Grantee shall be granted reasonable access to the North Façade/Wall for the initial construction of the mural, regular maintenance, periodic restoration, and the final power washing and painting. Any access for maintenance or restoration shall require the FDDA to give the Grantor/Owner seven (7) days written notice before the maintenance or restoration is commenced. The FDDA shall insure its employees, representatives and agents for any injury/accident that occurs during the installation of the mural and/or its maintenance over the term of the easement, including its eventual removal as described herein. The Grantor understands and agrees the original installation of the mural maybe done over the course of several months with small breaks and the winter season in between and will be completed by the first anniversary of the execution of this easement.
9. **Obstructions.** The Grantor shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures or any other construction of any kind or nature upon, over, or in front of the above- described North Façade/Wall or west between the North Façade/Wall and North Grand without the prior written consent of the Grantee during the term of this easement. Nothing in this easement will prohibit the Grantor from conducting regular maintenance on the Building. Grantor may make necessary modifications to the North Façade/Wall at its reasonable discretion, including changes mandated by applicable codes.
10. **Liability.** It is understood that Grantee shall be liable to third parties for all obligations, claims, losses, damages, liabilities, and expenses to the extent arising out of events, contractual obligations,

acts, or omissions of the Grantee that occurred in connection with this easement or Grantee's operations on the easement during the term of this easement.

- 11. Non-exclusivity.** The Grantor reserves the right to grant to others additional easement rights, easements or rights that don't interfere unreasonably with the Grantee's use of the easement. All such additional easements shall be subject to the prior rights of the Grantee.
- 12. Survival.** The FDDA's duty to power wash the mural and paint the North Façade/Wall tan, or another color choose by the Grantor, shall survive termination.
- 13. Jurisdiction and venue.** Any disputes under this shall be subject to the laws of the State of Michigan and venue for any disputes shall lie in Livingston County, Michigan.
- 14. Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 15. Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth below. Either party may change its address by giving notice of the change or a facsimile transmission number to the other two as provided in this Section.

Grantor / Owner:	Grantee:
LIVINGSTON COUNTY 304 East Grand River Avenue Suite 201 Howell MI 48843	VILLAGE OF FOWLerville DOWNTOWN DEVELOPMENT AUTHORITY 213 South Grand Avenue Fowlerville MI 48836

- 16. Exhibits.** The following exhibits are attached to and are a part of this Agreement:

Exhibit A – Rendering of the Mural.

- 17. . Effective date.** The parties have signed this Agreement, and it shall be effective as of the day and year of complete execution below (“Effective Date”).

Exempt from Transfer Tax pursuant to MCL 207.505(a) and MCL 207.526(a).

The parties hereto have read the above easement, understand it, and agree to be bound by its terms and conditions.

Executed this _____ day of _____, 2024.

Grantor / Owner:

Grantee:

By: _____
Livingston County _____

By: **Steven MacDermaid** - Chairperson of the
Village of Fowlerville Downtown
Development Authority

Dated: _____

Dated: _____

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON) ss.

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON) ss.

On this _____ day of _____,
2024, before me, a Notary Public for the County of
Livingston, personally appeared _____,
to me known to be the person described herein, and who
executed this Easement as his free act and deed.

On this _____ day of _____, 2024,
before me, a Notary Public for the County of _____,
personally appeared _____, to me
known to be the person described herein, and who executed
this Easement as his free act and deed.

Carol Sue Jonckheere, Notary Public
Livingston County, State of Michigan
My Commission Expires: 10/20/2028

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

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: DONALD J. KULHANEK - 7/23/2024

Drafted by: John L. Gormley (P-53539)
Attorney for the FDDA
Gormley Law Offices, PLC 101
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