

SEPTIC AND DRAIN FIELD EASEMENT AGREEMENT

This Easement Agreement is entered into this 18th day of November, 2019, by the Village of Garden, a Michigan municipal corporation, of 15951 Garden Avenue, Garden, Michigan 49835 (the "Grantor") and the Township of Garden, a Michigan municipal corporation, of 6316 State Street, Garden, Michigan 49835 (the "Grantee").

Recitals

WHEREAS, Grantor owns real property in the Township of Garden, County of Delta, State of Michigan, and legally described on Exhibit A ("Grantor's Property"); and

WHEREAS, Grantee owns real property in the Township of Garden, County of Delta, State of Michigan, and legally described on Exhibit B ("Grantee's Property").

NOW, THEREFORE, for good and valuable consideration less than \$100.00, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Provisions

- There is a septic and drain field located on Grantor's Property serving Grantee's Property. Grantor hereby grants and conveys to Grantee perpetual easements over, under, through and across Grantor's Property in the current location (the "Easement Area") of the septic and drain field (including pipes and tanks, if any) for purposes of installing, operating, maintaining, repairing and replacing the septic and drain field (including pipes and tanks) for the benefit of Grantee's Property.

- Grantee shall have the right of ingress and egress to the Easement Area through and across Grantor's Property for the purposes of installing, maintaining, repairing and replacing the septic and drain field and any pipes and tanks.

- Grantee and its agents or assigns may enter upon the Easement Area as well as upon sufficient adjacent land for the purposes of installing, operating, maintaining, repairing and/or replacing of the septic and drain field (including any pipes and tanks) and, to the extent permitted by law, shall be liable for any damages arising from the exercise of the rights granted herein. Grantee shall give reasonable notice to Grantor before commencing any such work. Any surface improvements, other than trees, shrubbery and other plantings, disturbed by any such permitted activities of Grantee shall

be restored by Grantee to a condition reasonably similar to that existing prior to any such activity.

- Grantor shall not construct or install any permanent buildings or structures, or plant or grow any trees or shrubs, in the Easement Area without the prior written consent of Grantee, which consent will not be unreasonably withheld.

- This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their representatives, successors and assigns.

- This instrument is exempt from transfer tax because the value of the consideration is less than \$100 [MCLA 207.505(a) and MCLA 207.526(a)].

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

Village of Garden
a Michigan municipal corporation

Jacob Allison

By: Jacob Allison
Its: President

STATE
MICHIGAN

)

) ss.
COUNTY OF DELTA)

On this 15th day of November, 2019, before me, a Notary Public, in and for said County, personally appeared Jacob Allison [name], President [title], on behalf of the Village of Garden, a Michigan municipal corporation, who executed the Easement Agreement and acknowledged that he/she has executed it on behalf of the Village of Garden, a Michigan municipal corporation, in his/her capacity as its President

CASSIE L ANSELL
Notary Public, State of Michigan
County of Delta
My Comm. Expires June 27, 2024

Cassie L Ansell

Notary Public, Delta County,
Michigan
My Commission Expires: 6/27/24

Acting in the County of Delta



[REMAINDER OF PAGE INTENTIONALLY BLANK]

[GRANTEE'S SIGNATURE PAGE AND EXHIBITS TO FOLLOW]

Township of Garden
a Michigan municipal corporation

Brenda Lester

By: Brenda Lester
Its: Clerk

STATE
MICHIGAN

)

) ss.
COUNTY OF DELTA)

On this 18th day of November, 2019, before me, a Notary Public, in and for said County, personally appeared Brenda Lester [name], Clerk [title], on behalf of the Township of Garden, a Michigan municipal corporation, who executed the Easement Agreement and acknowledged that he/she has executed it on behalf of the Township of Garden, a Michigan municipal corporation, in his/her capacity as its Clerk.

CASSIE L ANSELL
Notary Public, State of Michigan
County of Delta
My Comm. Expires June 27, 2024

Cassie L. Ansell

Notary Public, Delta County,
Michigan
My Commission Expires: 6/27/24

Acting in the County of Delta



Drafted by/Return to:

Scott H. Hogan (P41921)
Foster, Swift, Collins & Smith, PC
1700 E. Beltline Avenue NE, Suite 200
Grand Rapids, MI 49525
(616) 726-2200
shogan@fosterswift.com

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[EXHIBITS TO FOLLOW]

EXHIBIT A
(Legal Description to Grantor's Property)

Real property situated in the Township of Garden, County of Delta, State of Michigan and legally described as:

GT-44 LOTS 4A&6C-8 363-792/S&261-497&363-795 SEC 17 T39N R18W. PT OF LOT 4 BLK 8DESC AS COM AT THE SW COR OF LOT 3, BLK 8 VILL OF GARDEN SUB, TH S 19 DEG 15' E 139.45' ALG STATE ST, TH N 69 DEG 45' 40" E (M) 126.28' TO POB TH CONT N 69 DEG 45' E 48.72', TH N 10 DEG 15' W 55' TO THREAD OF GARDEN CREEK, TH E'LY ALG CREEK 570' M/L TO W LN OF LOT 13 BLK 8, TH S 2 DEG 22' W ALG W LN OF LOT 13, 12&11 OF BLK 8 TO SW COR OF LOT 11, TH N 89 DEG W 33', TH S 2 DEG 22' W 105.75' TH N 89 DEG W 75', TH S 2 DEG 22' W 75' TO N LN OF GARDEN AVE, TH N 89 DEG W ALG GARDEN AVE 323.45', TH N 90', TH W'LY 86' TO NE COR OF LOT 10 BLK 8, TH W'LY TO NW COR OF LOT 10, TH N 29 DEG 18' E 33.3', TH SE'LY ALG S LN OF LOT 7 BLK 8 32' TO SE COR OF LOT 7, TH NE'LY 92.4' TO NE COR OF LOT 7, TH SE'LY ALG S LN OF LOT 6 BLK 8 49.9' TO SE COR OF LOT 6, TH N 18 DEG 37' 20" E 27.55', TH N 69 DEG 34' W 62', TH N 13 DEG 13' 56" E 176.19' TO POB & 20' RD DESC AS BEG AT NW COR OF LOT 5 BLK 8, TH N 15 DEG 02' E 17.2 ' TO POB, TH S 78 DEG E 105.37', TH N 13 DEG 13' 56" E 20', TH N 78 DEG W 125.37 ' TO E'LY LN OF STATE ST, TH S'LY ALG STATE ST TO POB. VILLAGE OF GARDEN SUB EXC BEG AT SE COR OF LOT 10 BLK 8 MEAS S 89 DEG E 100' TO POB, TH CONT S 89 DEG E 16.55', TH N 7 DEG 44' 30" E 127.26', TH N 79 DEG 22' 25" W 60.64', TH S 80 DEG 11' 34" W 41.33' TO INTER WITH NE'LY EXT OF E'LY LN OF LOT 10 BLK 8, TH S 14 DEG 34' 47" W 42.44' TO NE'LY COR OF LOT10, TH N 89 DEG 10' E 77.33', TH S 90' TO POB.

Parcel ID #: 21041-258-004-00

EXHIBIT B
(Legal Description of Grantee's Property)

Real property situated in the Township of Garden, County of Delta, State of Michigan and legally described as:

GT-B44 327-123 SEC 17 T39N R18W. LOT 8 BLK 8 OF VILLAGE OF GARDEN SUB.

Parcel ID #: 21041-258-008-00

82168:00002:4444338-1