

DRAINAGE EASEMENT & MAINTENANCE AGREEMENT

THIS DRAINAGE EASEMENT & MAINTENANCE AGREEMENT (this "Easement") is granted this ____ day of _____, 20____, by _____, [husband and wife/trustee, etc.], whose address is _____ (the "Grantor"), to CASCADE CHARTER TOWNSHIP, a Michigan charter township, whose address is 2865 Thornhills Drive SE, Grand Rapids, Michigan 49546 (the "Township") with reference to the following facts and circumstances:

RECITALS

A. The Grantor is the owner of real property located in Cascade Township, Kent County, Michigan, commonly known as _____, Grand Rapids, Michigan 49546, identified with Permanent Parcel No. _____ and legally described as follows:

(the "Grantor Parcel").

B. The Township is engaged in a project involving the restoration of Schoolhouse Creek, which is intended to help stabilize soils, prevent erosion and improve floodplain connectivity (the "Project").

C. A portion of the Project area is located upon the Grantor Parcel within the area legally described on the attached Exhibit A as the "Easement Area" (the "Easement Area").

D. To facilitate the construction, monitoring and maintenance of the Project within the Easement Area, the Township also requires an access easement in, over and through those areas of the Grantor Parcel legally described on the attached Exhibit A as "Construction Access" (the "Access Easement Area"). The location of the Access Easement Area upon the Grantor Parcel is depicted on the attached Exhibit A.

E. The Grantor desires to grant such easements to the Township on the terms and conditions set forth below in order to help facilitate the Project.

NOW THEREFORE, for and in consideration of the prospective benefits to be derived by the Grantor from the Project and the obligations of the Township hereunder, the Grantor agrees as follows.

TERMS AND CONDITIONS

1. Subject to the limitations and restrictions set forth herein, Grantor does hereby quit-claim to the Township an easement in, over and through the Easement Area for the purposes of establishing, constructing, improving, operating, monitoring and maintaining the Project. Work activities that may occur within the Easement Area pursuant to this Easement include, without limitation: tree removal; removal of woody debris and other obstructions impeding flow; windrowing woody debris material; excavation of sediment bars and point bars from within the channel; leveling of spoils along banks; tapering banks; spreading and/or removal of spoil and excavated materials; and installation of bank stabilization measures including, but not limited to: modification of existing weirs, rock riprap and in-stream structures (rock weirs, riffles, j-hooks, vanes or cross vanes), but shall not include modification of existing bridges. This Easement shall also be deemed a sufficient conveyance to vest in the Township the temporary right to store construction equipment and materials, including excavated earth, within the Easement Area and in mutually agreed upon location(s) within the Access Easement Area during the initial construction of the Project.

2. The Township is also granted an access easement in, over and through the Access Easement Area, for ingress and egress to the Easement Area for the construction, installation, operation, monitoring and maintenance of the Project between the hours of 7:00 a.m. and 5:00 p.m. on weekdays, and otherwise with the prior approval of Grantor. Such ingress and egress easement shall include, without limitation, the right to alter existing grades and to remove trees, shrubs and vegetation within the Access Easement Area, subject to the provisions of Section 3, below.

3. Upon the completion of the initial construction of the Project (and thereafter if additional access is required to monitor or maintain the Project), the Township will restore the topsoil and reseed any yard areas located within the Access Easement Area damaged by the Township and will reasonably restore or reestablish any landscaping removed from the Access Easement Area in a manner that allows future access by the Township if necessary to maintain the Project.

4. Subject to the limitations set forth in Section 2, the Township will monitor and maintain the Project as provided under applicable permit requirements for the Project and may, but need not, monitor and maintain the Project thereafter. The parties will cooperate reasonably with one another in connection with performing their respective duties under this Easement, and in the event of any inconsistency between the provisions of this Easement and the applicable permit requirements for the Project as proposed by the permitting agency, the parties will work together in good faith with the permitting agency to resolve such inconsistencies in a manner satisfactory to both parties.

5. Grantor retains all property rights in the Easement Area and the Access Easement Area, including the right to use the Easement Area and the Access Easement Area in a manner that does not materially interfere with the Township's reasonable use of the Easement Area or the Access Easement Area for the Project; provided, however, that Grantor will not alter any of the work done by the Township within the Easement Area in furtherance of the Project. Work on the Project will be conducted in a manner so as to not interfere with existing riparian bridges.

6. This Easement will run with the land and be binding upon the Grantor and the Grantor's successors and assigns for so long as the Township continues to monitor and maintain the Project according to those monitoring and maintenance standards reasonably established by the Township and no longer. At such time as the Township ceases to monitor and maintain the Project as described in the prior sentence, the Township will record a termination of this Easement with the Kent County Register of Deeds, and upon such recording this Easement will be of no further force and effect. Notwithstanding the foregoing, if within two (2) years after the date of this Easement the Township has been unable to obtain all necessary easements, financing and permits for the Project, then the Township will record a termination of this Easement with the Kent County Register of Deeds, and upon such recording this Easement will be of no further force and effect.

7. As used herein the term "Township" shall include the employees, agents, engineers, contractors, successors and assigns of the Township acting in furtherance of the rights herein granted to the Township.

8. This Easement is exempt from state and county transfer tax pursuant to MCL 207.505(a) and 207.526(a).

[signatures on following page]

IN WITNESS WHEREOF the Grantor has executed this Easement as of the date first set forth above.

GRANTOR:

[, husband and wife/trustee, etc.]

By: _____
[name]

By: _____
[name]

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

Acknowledged before me in Kent County, Michigan on _____ 20____, by _____ and _____, [, husband and wife/trustee, etc.].

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

PREPARED BY AND WHEN RECORDED RETURN TO:

David T. Caldon
Varnum, LLP
P.O. Box 352
Grand Rapids, Michigan 49501-0352
616-336-6000

11940370_8.DOC

EXHIBIT A

EASEMENT DRAWING AND
LEGAL DESCRIPTION OF EASEMENT AREA AND ACCESS EASEMENT AREA