

PERMANENT PUBLIC STORM SEWER/PUBLIC UTILITY EASEMENT

This Agreement, made this ____ day of _____, 2023, by and between Peoples Church of Pinckney, of 500 M-36, Pinckney, Michigan 48169 (hereinafter referred to as the "First Party"), and the VILLAGE OF PINCKNEY, a Michigan Municipal Corporation, of 220 South Howell Street, Pinckney, Michigan 48169 (hereinafter referred to as the "Second Party").

WHEREAS, First Party owns a parcel of property in the Village of Pinckney, Michigan, which includes the following described premises:

TAX PARCEL 4714-22-403-003 (SEE EXHIBIT 'A'); and

WHEREAS, the Second Party desires to obtain a permanent easement from the First Party over and upon the above described premises for public storm sewer systems, and utility purposes and for public use over, across and under said premises, and

WHEREAS, the parties hereto desire to enter into such an Agreement for such a permanent easement for public storm sewer systems, and utility purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. In consideration of One Dollar (\$1.00), receipt of which is acknowledged, and the prospective benefits to the First Party to be derived by reason of the locating, improving and maintaining public storm sewer systems as hereinafter described, the First Party hereby grants, conveys and warrants to the Second Party a permanent easement for public storm sewer systems, and utility purposes over, under, and upon the following described premises, and as reflected in the attached Easement Exhibit A:

SEE EXHIBIT 'A'

2. The First Party agrees that the easements granted herein are permanent easements that shall constitute a burden upon the land and shall run with the land, and shall be prior and paramount to all rights of the First Party and that any sale shall be subject to the easements granted herein.

3. The permanent easement granted herein is for public storm sewer systems, and utility purposes across the foregoing premises, including but not limited to, the location of, establishment, construction, maintenance, repairing, and rebuilding of public storm sewer systems, public utilities, and other public uses as permitted by law, and such rights of ingress and egress as necessary for such purposes. Upon granting reasonable notice to the First Party, the Village shall also have the right to enter upon sufficient land adjacent to said easements for the purpose of exercising the rights and privileges granted herein.

4. The Second Party has the right, pursuant to this grant of easement, to remove plant material as necessary upon the foregoing parcel for the construction and maintenance of any and all public storm sewer systems, or public utilities within said premises.

5. The Second Party acknowledges that the First Party grants this easement in lieu of using the unimproved right of way of Ingram Street, and agrees that future use of the unimproved Ingram Street right of way shall be subject to the approval of the First Party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESSES:

**FIRST PARTY
PEOPLES CHURCH OF PINCKNEY**

By: _____
John Comella, Chair of Board of Trustees

By: _____

**SECOND PARTY
THE VILLAGE OF PINCKNEY**

By: _____
Linda Lavey, President

By: _____
Jill Chapman, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this ____ day of _____, 2023, before me personally appeared John Comella, Chair of the Board of Trustees of Peoples Church, to me known to be the person described in and who executed the foregoing document and acknowledged the same to be true and accurate.

, Notary Public
Livingston County, Michigan
Acting in the County of Livingston
My Commission Expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this ____ day of _____, 2023, before me personally appeared Linda Lavey, President of the Village of Pinckney, and Jill Chapman, Clerk of the Village of Pinckney, to me known to be the persons described in and who executed the foregoing document and acknowledged the same to be true and accurate.

, Notary Public
Livingston County, Michigan
Acting in the County of Livingston
My Commission Expires:

PREPARED BY:

David G, Stoker, Esq,
COHL, STOKER & TOSKEY, P.C.
601 North Capitol Avenue
Lansing, Michigan 48933

WHEN RECORDED RETURN TO:

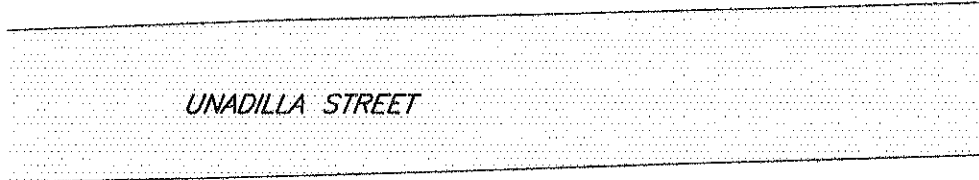
The Village of Pinckney
220 S. Howell St
Pinckney, Michigan 48169

EXHIBIT "A"

0 20 40

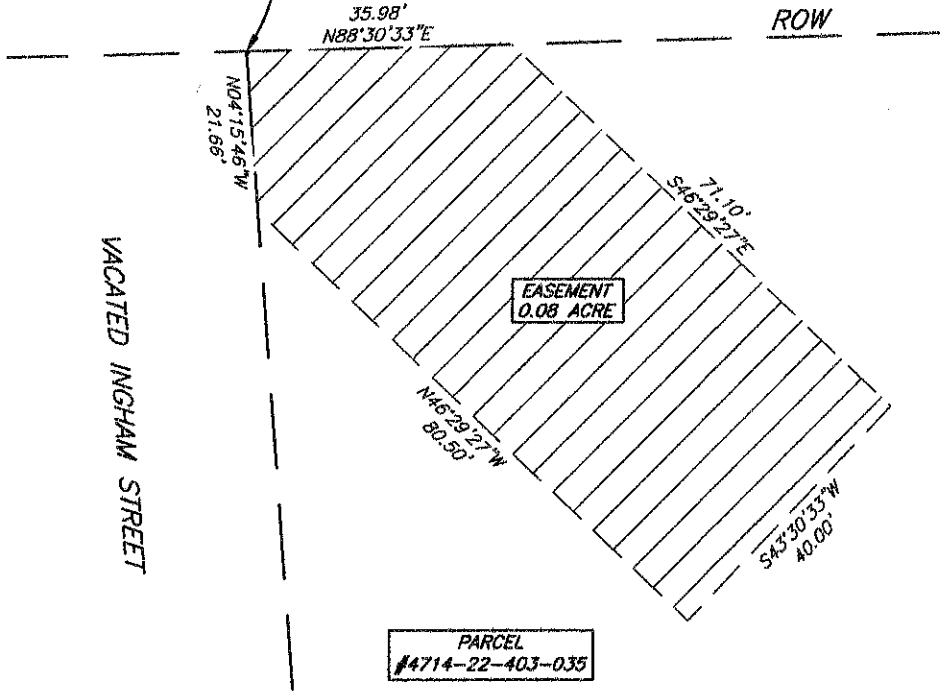


BASIS OF BEARING IS STATE PLANE,
MICHIGAN SOUTH ZONE, GRID AZIMUTH.



UNADILLA STREET

P.O.B. NW. CORNER
LOT 4, BLOCK VI, RANGE II



PARCEL
#4714-22-403-035

EASEMENT DESCRIPTION:

AN EASEMENT FOR PUBLIC STORM SEWER LYING WITHIN THE 2006 AMENDED PLAT OF PINCKNEY, ACCORDING TO THE RECORDED PLAT THEREOF, LIVINGSTON COUNTY RECORDS, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 4 EAST, VILLAGE OF PINCKNEY, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: PART OF PARCEL #4714-22-403-035 AS SHOWN. CONTAINING 0.08 ACRE, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD..

<p>WOLVERINE Engineers & Surveyors, Inc. 312 North Street Mason, Michigan 48854 Ph: 517-676-9200 Ex: 517-676-9396 http://www.wolveng.com</p>	SURVEY FOR: VILLAGE OF PINCKNEY		
	SECTION 22, T1N, R4E, VILLAGE OF PINCKNEY		
	LIVINGSTON COUNTY, MICHIGAN		
	SCALE: 1" = 20'	DATE: 3/3/2023	SHEET: 1 OF 1
DRAWN: CAN	FIELD: TY & JY	JOB: 21-0084	