

PERMANENT EASEMENT

This Agreement, made this ___ day of _____, 2024, by and between the Denise P. Bourque Trust and Denise P. Bourque, of 442 Reeves Street, Pinckney, Michigan 48169 (hereinafter referred to as the "First Parties"), 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 Parties own a parcel of property in the Village of Pinckney, Michigan, which includes the following described premises:

SEC 22 T1N R4E COM NE COR, LOT 114 HAZE'S ADDITION WHICH IS E 495.45 FROM COS & N 6.4 FT TO POB, TH N 63.97 FT, TH S89*W 170.99 FT, TH S4*E 66.51 FT, TH N89*E 165.56 FT TO POB PAR 3 [Taxation Parcel No. 4714-22-400-014]

, and

WHEREAS, the Second Party desires to obtain a permanent easement from the First Parties over and upon West 33 feet of the above described premises for public roadway, right-of-way and utility purposes and for public use over and across said premises, and

WHEREAS, the parties hereto desire to enter into such an Agreement for such a permanent easement for public roadway, right-of-way, 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 Parties to be derived by reason of the locating, improving and maintaining a public roadway, utilities and/or right-of-way as hereinafter described, the First Parties hereby grant, convey and warrant to the Second Party a permanent easement for public roadway, right-of-way, and utility purposes over and upon the west thirty-three (33) feet of the following described Parcel, being the westerly part of the following described Parcel that lies west of the easterly right of way line of Reeves Street extended north to the northerly property line the described Parcel:

SEC 22 T1N R4E COM NE COR, LOT 114 HAZE'S ADDITION WHICH IS E 495.45 FROM COS & N 6.4 FT TO POB, TH N 63.97 FT, TH S89*W 170.99 FT, TH S4*E 66.51 FT, TH N89*E 165.56 FT TO POB PAR 3 [Taxation Parcel No. 4714-22-400-014]

2. The First Parties agree 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 Parties and that any sale shall be subject to the easements granted herein.

3. The permanent easements granted herein are for public roadway, right-of-way, and utility purposes across the described premises, including but not limited to, the location of, establishment, construction, maintenance, filling, grading, draining, paving, repairing, and rebuilding of roadways, sidewalks, culverts, drainage and sewer systems, water systems, public utilities, and other public uses as permitted by law, and such rights of ingress and egress as necessary for such purposes.

4. The Second Party has the right, pursuant to this grant of easements, to remove plant material as necessary upon the described premises for the construction and maintenance of any and all roadways, sidewalks, drainage or sewer systems, water systems, utilities or other property placed within said premises. The premises so disturbed by reason of the exercise of any of the forgoing powers, rights, and privileges, shall be reasonably restored to its prior condition by the Second Party.

5. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this Agreement and bind the respective parties hereto.

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

FIRST PARTIES

_____ By _____
Denise P. Bourque, as authorized
signer for the Denise P. Bourque Trust
and herself

**SECOND PARTY
THE VILLAGE OF PINCKNEY**

_____ By _____
Linda Lavey, President

_____ By _____
Andrea McCall, Clerk

