## APPENDIX "E"

## WARRANTY

## **BILL OF SALE**

, whose address is
, (hereinafter referred to as "Seller") for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, does hereby grant, dedicate, transfer, and deliver to HOLLAND CHARTER TOWNSHIP, whose address is 353 North 120th Avenue, Holland, Michigan 49424, (hereinafter referred to as the "Township") (please describe similar to EGLE construction permit description
(the "Improvement").
Seller hereby warrants and certifies to the Township that the Improvement has been acquired constructed, and completed in accordance with the Plans and Specifications of <u>(consulting firm / dated)</u> for the Improvement previously approved by the Township, with only those change orders approved in writing by the Township, and that no claim, action, or liability exists with respect to the Improvement and its construction and installation.
Seller further warrants and represents to the Township that it is the lawful owner of the Improvement, and that the Improvement is free of all liens and encumbrances of any kind. Seller further represents that it has the authority to transfer the Improvement and that Seller will warrant and defend the Township against all claims asserted by any entity or person arising out of the installation construction, and completion of the Improvement. Seller also warrants that the Improvement is free from defects in materials and workmanship. All warranties and guarantees pertaining to the Improvement are hereby assigned and transferred to the Township.
Dated:, 202
Witnessed By:
By:
Its:
By: