

Appendix "A"

UTILITY LINE EASEMENT

HOLLAND CHARTER TOWNSHIP

Tax Description No.: _____

Tax Map: _____

THIS INDENTURE, made and entered into this _____ day of _____, 20____, by and between _____, whose address is _____, hereinafter "Grantor", and **the CHARTER TOWNSHIP OF HOLLAND**, a Michigan governmental charter township, of 353 North 120th Avenue, PO Box 8127, Holland, Michigan 49422-8127,, hereinafter "Township,"

WITNESSETH:

For the sum of One and 00/100ths (\$1.00) Dollar and other valuable consideration paid to the Grantor by the Township, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the Township, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way under, through, over, and across that certain piece or parcel of land situated in the Charter Township of Holland, County of Ottawa, and State of Michigan, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description:

Easement Description:

The easement and right of way granted herein shall be for the purpose of the construction and installation of utility lines, including sewer line or lines, water line or lines, storm sewer lines, drains and drain tiles, and their appurtenant valves, hydrants, and accessories, under, through, and across the above described Easement Description for the purpose of constructing, operation, maintaining, repairing, replacing, reinstalling, inspecting, and keeping in working order the utility lines, sewer lines, water lines and storm sewer lines, and their appurtenant valves, hydrants, and accessories, which are running under, through, and across the above described Easement Description, all hereinafter collectively referred to as "Utility Lines".

The easement and right-of-way granted herein shall include the right to enter upon sufficient land of Grantor adjacent to the Easement Description ("Adjacent Land") as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation, and inspection of said Utility Lines, at its sole expense, restore it to the condition it was in immediately prior to entry.

TERM: Said easement and right-of-way under, through, and across the above described Easement Description, for the use and benefit of County, its successors and assigns, shall be perpetual.

AUTHORITY: Grantor warrants that they have the right and authority to grant this easement as above-described and own the lands covered by the Easement Description.

RESTORATION: The easement and right-of-way shall include, but not be limited to, County's right to enter upon the Easement Description at such times as may be reasonably necessary to construct, maintain, repair, replace, reinstall, and inspect its Utility Lines across, through, and under the above described Easement Description, together with the right to excavate a trench or ditch for the location of said Utility Lines. County shall have the further right to remove trees, brush, and undergrowth, and other obstruction situated upon the above described Easement Description interfering with the location, construction, maintenance, or repair of said Utility Lines. As a consideration for the County to have the right to construct and install said Utility Lines, County shall be obligated, at its sole expense (i) to fill and grade to ground level the trench or ditch occupied by said Utility Lines and (ii) to restore the drives, parking areas, shrubs, or grass to their former condition, insofar as is reasonably possible. County does further covenant and agree that in the event it shall become necessary, at any time, to enter upon the above-described Easement Description for the purpose of maintenance, repair, replacement, construction, or reinstallation of said Utility Lines, County shall, at its sole expense, return said piece or parcel of land to a similar condition as before such maintenance or repair upon the completion of the same, insofar as is reasonably possible.

The removal or demolition of any existing buildings, structures, or fences which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the expense of the County.

INDEMNIFICATION: County agrees to fully indemnify, save, and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries and death suffered by persons in any manner caused by or growing out of or in any way connected with the construction, installation, repair, or maintenance or presence of said Utility Lines, under and across the piece or parcel of land of Grantor or the presence of County or its employees, guests, invitees,

contractors, and agents upon the Easement Description or Adjacent Land. Grantor agrees that they will not construct a building, structure, or other permanent improvement on said Easement Description without first obtaining the written consent of the County, which consent will not be unreasonably withheld, delayed or conditioned; and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

The pronouns and relative words herein are written in the masculine and singular only. If more than one joins in, or be either of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.

The Grantor has caused these presents to be signed the day and year first above written.

Sign here: _____

Type here: _____

Address: _____

Sign here: _____

Type here: _____

Address: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201____, before me, a Notary Public, in and for
said County, personally appeared _____

to me known to be the same persons described in and who executed the within instrument, who each
acknowledged the same to be their own free act and deed.

Sign here: _____
Type here: _____

Notary Public Ottawa
County, Michigan

My commission expires: _____

Prepared By:

Appendix "B"

BICYCLE PATH AND WALKWAY EASEMENT

Parcel No.: _____
Project Name _____

THIS INDENTURE, made and entered into this _____ day of _____, 201_ by and between _____, hereinafter "Grantor", and the CHARTER TOWNSHIP OF HOLLAND, a Michigan governmental charter township, of 353 North 120th Avenue, PO Box 8127, Holland, Michigan, 49422-8127, hereinafter "Township;"

WITNESSETH:

For the sum of One and 00/100 (\$1.00) Dollar and other valuable consideration paid to the Grantor by the Township, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey, and assign unto the Township, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way, over and across that certain piece or parcel of land situated in the Township of Holland, in the County of Ottawa, and State of Michigan, the piece or parcel of land being owned by the party of the Grantor in fee simple and described as follows:

Fee Description:

Easement Description:

The easement granted herein shall be for the purpose of the installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspection and keeping in working order the Bicycle Path and Walkway (including sidewalks at the election of the Township) which may run over and across the above described easement and right of way, all hereinafter collectively referred to as the "Bicycle Path and Walkway Easement."

The easement granted herein shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation, and inspection of said Bicycle Path and Walkway, together with the right to install necessary signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD said Bicycle Path and Walkway Easement and right of way over and across the above described piece or parcel of land unto the Township, its successors and assigns, for the use and benefit of the Township, its successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this easement as above-described and own the lands covered by the easement and right of way.

The easement and right-of-way shall include, but not be limited to, the right to enter upon the easement at any reasonable time for the purpose of such construction, maintenance, repair, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The easement and right-of-way shall further include right to remove trees, brush, undergrowth, and other obstructions situated upon the above described piece or parcel of land which may interfere with the location, construction, maintenance, or repair of such Bicycle Path or Walkway. The Township, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonably possible the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The Township further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, replacement, construction, or reinstallation of such Bicycle Path and Walkway.

The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the Township's expense.

The Township agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, maintenance or presence of said Bicycle Path and Walkway, under and across the piece or parcel of land of Grantor, except for the negligence of the Grantor, their heirs, representatives, successors or assign. The Grantor further agrees that they will not construct a building, structure, or improvement on such easement and right of way without first obtaining the written consent of the Township, and this conveyance includes a

APPENDIX "C"

**WATER AND/OR SEWER
DEVELOPMENT CONTRACT**

CONTRACT FACE PAGES

I. PARTIES

A. DEVELOPER (the "Developer"):

Name

Address

Type of legal entity, i.e. corporation, partnership, limited liability
Company, individual, etc.

**B. HOLLAND CHARTER TOWNSHIP (the "Township")
353 North 120th Avenue, Holland, Michigan 49422**

II. PROJECT DESCRIPTION (the "Project").

III. PROJECT COMPLETION DATE (the "Completion Date"):

IV. IRREVOCABLE LETTER OF CREDIT

A. Required prior to commencement of construction:

YES _____ No _____

B. Amount of letter of credit: \$ _____

V. **AGREEMENT OF THE PARTIES:**

In consideration of the mutual covenants and agreements contained in the attached Contract Terms, the parties mutually agree that the Developer will acquire and construct the Project at Developer's sole expense, that after completion of the Project ownership shall be transferred by the Developer to the Township for \$1.00, and that all aspects of the acquisition, construction, completion, and transfer of the Project to the Township shall be governed by the contract terms, a total of seven pages, attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

(1) _____

(2) _____

DEVELOPER:

By: _____

Its: _____

By: _____

Its: _____

Dated: _____, 201__

TOWNSHIP:

(1) _____

(2) _____

By: _____

Its: Director of Public Works

Dated: _____, 201__

**WATER AND/OR SEWER
DEVELOPMENT CONTRACT**

CONTRACT TERMS

Section 1. **PRECONSTRUCTION MATTERS**. Before commencing construction of the Project, Developer shall accomplish all of the following:

(a) Obtain all necessary permits for the installation and construction of the Project from all state and county agencies having jurisdiction;

(b) Submit to the Township for approval detailed plans and specifications for the Project prepared by a professional engineer licensed in Michigan. Construction of the Project shall not commence unless and until the Township approves these plans and specifications in writing. Developer shall pay in cash to the Township the Township development fee then in effect. If the Township requests changes in the plans and specifications for the Project, Developer agrees to make such changes as shall be requested by the Township provided, however, the Township shall not withhold its approval of the plans and specifications unreasonably and, further, that if Township requirements with respect to the plans and specifications are in conflict with those of the state or any county agency having jurisdiction, the requirements of the state or county agency shall control. The fact the Township may require higher quality materials or better construction practices than a state or county agency shall not be deemed a conflict and the Township requirements shall control. The plans and specifications shall provide for complete restoration to original condition of all paved street surfaces and bicycle paths as well as replacement of all driveways and landscaping disturbed or damaged in the course of the construction of the Project;

(c) Submit to the Township the names of the proposed general contractor and all subcontractors who will be constructing and completing the Project on behalf of Developer. Construction of the Project shall not commence unless and until the Township has approved in writing Developer's general contractor and all subcontractors, such approval not to be withheld unreasonably. On request, Developer shall submit to the Township such information concerning Developer's proposed contractors as the Township shall reasonably request;

(d) Submit to the Township a copy of a proposed written contract between the Developer and its general contractor. The Developer may remove from this contract price information. This contract shall not be signed until approved in writing by the Township. A copy of the final signed contract shall be provided to the Township. This contract shall contain the following provisions: "The construction project to be completed pursuant to this contract shall be completed in all respects in accordance with the Holland Charter Township Standard Construction

Requirements dated July, 2005, and all terms and provisions of this contract and all plans and specifications and other documentation incorporated by reference in this contract or applicable to the construction project provided for in this contract shall be subordinate to the provisions of the Holland Charter Township Standard Construction Requirements. Holland Charter Township shall be deemed to be a third party beneficiary of this construction contract and all provisions of the construction contract in favor of the owner and/or the Township may be enforced by the Township, however, the Township shall not be obligated to enforce any such provisions;” and

(e) Transfer to the Township all easements required to construct the Project. All easements shall be in such form and substance as shall be required by the Township. All easements shall be perpetual and shall be at least as wide as required by the Township but no less than twenty (20) feet in width in any event. Developer shall provide to the Township such proof of title and other title documentation as the Township shall reasonably require in order to verify that the Township is receiving good title to all easements being transferred to the Township by the Developer. The Developer shall also pay the cost of recording such easements in the office of the Ottawa County Register of Deeds.

Section 2. **PROJECT CONSTRUCTION.** Developer shall cause the Project to be constructed in accordance with the approved plans and specifications in a good and workmanlike manner and so as to meet all quality standards and tests which would apply and be conducted if the Township itself constructed and acquired the Project. During construction of the Project, the Township shall be free itself or with third party contractors to undertake such inspection of the Project as the Township shall deem appropriate. No change order shall be issued with respect to the approved plans and specifications without prior written approval of the Township, such approval not to be withheld unreasonably.

Section 3. **DEWATERING.** If the Project requires dewatering, Developer agrees that Developer alone, at Developer’s sole cost, is responsible for any negative impact including, but without limitation, quantity, quality and taste, caused to the well water supply of any lands affected by Project dewatering. No Project shall be transferred to the Township, and the Township will not approve any Project or accept ownership thereof, unless and until the Township is satisfied that all negative impact to well water supplies caused by the Project have been fully and satisfactorily corrected. The Township may require written documentation from the owner of lands whose well water supply has been affected by Project dewatering that such land owner is satisfied with his/her/their well water supply if the lands have not been connected to the public water system. In the event of a disagreement between the Township and the Developer as to whether a particular well has been adversely affected by the Project, the Township engineer shall make a written determination and this determination shall be final and binding on the Township and the Developer.

Section 4. **COMPLETION OF THE PROJECT**. The Project shall be completed and made available to the Township for final inspection and approval no later than the completion date. Upon completion of the Project and after final inspection and written approval by the Township, such approval not to be withheld unreasonably, the Project shall be transferred by the Developer to the Township pursuant to the Township's standard form Warranty Bill of Sale.

The Township shall not be obligated to approve the Project or accept ownership thereof unless and until it is satisfied the Project has been constructed in accordance with the approved plans and specifications and in a good and workmanlike manner and, further, that the Project meets all quality standards and tests which would apply and be conducted if the Township itself acquired and constructed the Project. In addition, the Township shall not be obligated to approve the Project and accept ownership thereof unless and until all of the restoration has been fully completed.

Prior to approval of the Project and acceptance of ownership thereof, the Township shall receive from the Developer such waivers of lien, affidavits and other documentation as the Township shall reasonably deem necessary to be assured that all contractor(s) and all pipe and other equipment suppliers in connection with the Project have been paid in full and that there are no liens or other unpaid obligations outstanding with respect to the Project.

The Township also reserves the right to require, prior to approval of the Township and acceptance of ownership thereof, a written opinion from Developer's consulting engineer that the Project has been constructed and completed in accordance with the approved plans and specifications.

If the Contract face pages require that the Developer provide an irrevocable letter of credit prior to commencement of construction in order to guarantee completion of the Project by the Completion Date, this irrevocable letter of credit shall be issued by a bank having an office in Ottawa County in favor of the Township in the amount shown on the Contract face pages. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

The Project shall not be connected to the Township sewer and/or water systems unless and until the Township has completed its final inspection and approved the Project in writing. If the Developer desires to connect the Project to the water and/or sewer systems in advance of this final inspection and written approval, Developer shall provide to the Township an irrevocable letter of credit issued by a bank having an office in Ottawa County in favor of the Township in such amount as the Township shall reasonably determine is necessary to pay all costs and expenses related to completing the Project. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

If the Project is not completed by the Completion Date, the Township shall have the right to complete the Project at Developer's expense and to pay the full cost of such completion by making a draw or draws against Developer's letter of credit. Developer shall reimburse the Township for all costs incurred in completing the Project including, but without limitation, engineering, third party contractors and the charges of the Township personnel necessary to supervise the completion of the Project. To the extent the Township costs to complete the Project are not fully paid by a draw or draws on a letter of credit, Developer shall pay such amounts to the Township on demand. Amounts not paid on demand shall bear interest at a rate of 1% per month or fraction of a month that the amount remains unpaid.

Section 5. **INSURANCE.** Beginning as and when construction of the Project is commenced, and continuing at all times while the Project or any part thereof is under construction, Developer and/or its contractor(s) shall continuously carry and maintain the same insurance coverage which is routinely required by the Township with respect to the construction of its own water and sewer projects. The Township and its Township Board members, officers, agents and employees, the Township engineer and its directors, officers, agents and employees, and the Ottawa County Road Commission and its board members, officers, agents and employees, shall all be named as additional insured under such insurance, and such insurance shall also provide that it is the primary source of coverage for all such parties named as additional insureds with respect to the Project and the acts or omission of Developer and its contractor(s) related thereto.

Certificates evidencing the acquisition of all insurance required by this section and that such insurance is in full force and effect shall be deposited with the Township before construction of the Project is commenced. Developer shall furnish, or cause to be furnished, upon request of the Township, certified copies of all policies required pursuant to this section as well as all amendments and renewals. All insurance policies required pursuant to this section shall contain a provision that they are non-cancelable and not subject to material modification by the insurer except upon 30 days' prior written notice to the Township. At least 30 days prior to the expiration or cancellation of any such insurance policy, there shall be furnished to the Township evidence satisfactory to it that the policy has been renewed or replaced by another policy. Construction of the Project shall not commence unless and until the Township has approved the insurance required to be provided by Developer and its contractor(s) pursuant to this section in writing, such approval not be withheld unreasonably.

With respect to the Project, Developer agrees to indemnify the Township and its Township Board members, officers, agents and employees, as well as all of the other additional insureds named in the first paragraph of this section, from and against any and all claims, costs, actions, causes of action, losses, or expenses (including reasonable attorney's fees and other expense of defense) resulting from or caused by the acts or omissions of Developer or its contractor(s) in acquiring, construction and completing the Project.

Section 6. **CONNECTION CHARGES/RATES.** Developer shall pay all connection, frontage, trunkage and other charges imposed by the Township pursuant to the applicable rate ordinance or rate resolution with respect to the Project on such terms and provision as are provided in that rate ordinance or rate resolution. The Township shall be entitled to establish such water rates and/or sewer usage rates as the Township deems appropriate. The fact the Developer has installed the Project at its expense shall not excuse Developer or any party owning or utilizing lands and premises within the development served by the Project or any part thereof from being obligated to pay water rates and sewer rates or any other charges levied by the Township generally against water and/or sanitary sewer customers.

Section 7. **TOWNSHIP UTILIZATION OF THE PROJECT.** As and when the Project has been transferred to the Township pursuant to the Bill of Sale referred to above, the Project shall become part of the Township water and/or sewer system, as the case may be, and may be utilized by the Township in such manner as the Township utilizes other portions of its water and sewer systems. Without limiting the generality of the preceding sentence, the Township may connect other water and/or sewer customers to the Project itself and may also connect water and/or sewer extensions to the Project and connect additional customers to those extensions, all without any obligation to make any payment or reimbursement to the Developer on account of the Developer having constructed the Project at Developer's expense, unless there is a written agreement to the contrary.

Section 8. **MISCELLANEOUS.** Neither this Contract nor any rights under is may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the Contract face pages or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable

only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and no other person shall have the right to enforce any of the provisions contained herein. No amendment, modification or waiver shall be effective unless in writing and signed by both parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

[END OF CONTRACT TERMS]