

PUBLIC UTILITY DEDICATION AND EASEMENT AGREEMENT
WATER MAIN
(PROJECT NAME)

This Public Utility Dedication and Easement Agreement (“Agreement”) is made _____, by and between _____, a _____ whose address is _____ (“Owner”), and the Charter Township of Ann Arbor, a Michigan municipal corporation whose address is 3792 Pontiac Trail, Ann Arbor, Michigan 48105 (“Township”).

RECITALS

A. Owner is the sole owner of the real property located in Ann Arbor Charter Township and described on attached Exhibit A, commonly known as _____ (“Property”). **[GET TITLE POLICY.]** Owner has the right to grant the easements and dedicate the improvements as set forth in this Agreement. **[GET RESOLUTION AUTHORIZING SIGNATURE BY CORPORATION, LLC, ETC]**

B. Owner has constructed certain water mains and appurtenances for public water services to be provided by the Township to the Property in accordance with plans and specifications approved by the Township.

C. Owner wishes to grant to the Township easements for construction, maintenance, inspection, repair and replacement of the water mains and appurtenances over, across and within those portions of the Property depicted on the sketch and described on the legal description attached as Exhibit B (“Easement Parcel”) and to dedicate to the Township for public purposes the water mains and appurtenances located within the Easement Parcel.

Accordingly, the parties agree as follows:

1. **Grant of Easement.** Owner grants to the Township and its consultants, contractors, engineers, agents and employees perpetual easements over, across and within the Easement Parcel for purposes of construction, maintenance, inspection, repair and replacement of the water mains and appurtenances located within the Easement Parcel together with the right of access, ingress and egress over and across the Property and within the Easement Parcel for purposes of such construction, maintenance, inspection, repair and replacement of such water mains and appurtenances (“Easements”).

2. **Dedication.** Owner hereby dedicates to the Township for public purposes the water mains and appurtenances located within the Easement Parcel, and the Township accepts the dedication of such water mains and appurtenances as public utilities to be maintained, inspected, repaired and replaced by the Township. **[CONFIRM UTILITIES ARE READY FOR ACCEPTANCE.]** The Township agrees to repair any damage to the surface of the Easement Parcel resulting from its inspection, maintenance, repair or replacement of the water mains and appurtenances within the Easement Parcels and to restore the Easement Parcels to the condition existing prior to such work by the Township, to the extent reasonably possible. Provided, however, Owner shall be solely liable and responsible for any and all costs, expenses, repair or replacement arising out of or related to the defect in or faulty construction of the water mains and appurtenances, including construction not in accordance with the approved plans and specifications or arising from improper use of the water mains and appurtenances or the Easement Parcel by Owner or its agents, contractors, employees, guests or invitees.

3. **Maintenance of the Easement Parcel.** Neither Owner nor its successors, transferees or assigns shall construct any buildings or improvements nor place any trees on the Easement Parcel nor make any change to the grade or surface of the Easement Parcel without prior written notice to and approval by the Township.

4. **Further Easements.** Owner will not grant any further easements within the Easement Parcel nor alter, repair or modify the water mains or appurtenances within the Easement Parcel without prior written notice to and approval by the Township.

5. **Indemnification.** Owner shall indemnify and hold Township harmless from and against any and all claims, liabilities or damages arising out of or related to construction of the water mains or appurtenances by Owner or its agents, contractors, consultants, engineers and employees. Provided, however, the Owner shall not be obligated to indemnify and hold the Township harmless from any claims, liabilities or damages that arise solely out of the Township's failure to properly maintain, inspect, repair, and replace the water mains and appurtenances.

6. **Additional Documents.** All parties agree to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the executing party) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Agreement.

7. **Binding Effect.** The easement and dedication granted pursuant to this Agreement shall run with the land and the benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns.

ANN ARBOR CHARTER TOWNSHIP

By: _____
Michael C. Moran
Its: Supervisor

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

Acknowledged before me on _____ by Michael C. Moran, the
Supervisor of Ann Arbor Charter Township on behalf of the Township.

Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

PREPARED BY AND WHEN
RECORDED RETURN TO:
Sandra Sorini Elser (P36305)
BODMAN LLP
201 S. Division Street, Suite 400
Ann Arbor, Michigan 48104-1339
(734) 761-3780

Parcel ID No. _____

**EXHIBIT A TO PUBLIC UTILITY EASEMENT AGREEMENT – WATER MAIN
(PROJECT NAME)**

Legal description of Property

**EXHIBIT B TO PUBLIC UTILITY EASEMENT AGREEMENT – WATER MAIN
(PROJECT NAME)**

Sketch and Legal Descriptions of Water Main Easements

(see attached)