

NON-MOTORIZED TRAIL EASEMENT AND AGREEMENT

This indenture, made this _____ day of _____, 2023

Witnesseth that the Village of Grand Beach (“Grantor”), a Michigan Home Rule Village, with an address of 48200 Perkins Blvd., Grand Beach, MI 49117

In consideration of One Dollar (\$1.00) to Grantor, and in consideration of the agreements contained herein signed below and agreed to by both Grantor and Grantee, does hereby convey to New Buffalo Township (“Grantee”), a Michigan General Law Township, of 17425 Red Arrow Highway, New Buffalo, MI 49117, an easement for the purpose of constructing, installing, repairing, and maintaining a 10’ wide non-motorized trail across the described property owned by Grantor and used as a public right-of-way. This easement shall be a permanent easement over the area as described in the attached **Exhibit A** (“Easement Area”).

The Grantor and Grantee further agree as follows as consideration for the above grant of Easement:

1. The Easement Area is an important part of a multi-state trail project known as the Marquette Greenway, a sixty-mile non-motorized trail that starts in downtown Chicago, Illinois, and extends to New Buffalo, Michigan. Grantor owns a stretch of land that is designated as a public right-of-way, which land is necessary to connect the Marquette Greenway to New Buffalo, Michigan.
2. Grantee agrees to build and maintain, at its sole cost and expense, a paved 10’ (ten feet) wide non-motorized trail, to be completed not later than December 1, 2025 over the Easement Area described in Exhibit A. There shall also be 2’ (two feet) wide area on both sides of the 10’ wide trail that serves as a buffer area, which area shall remain clear of any objects or plantings (hereinafter the “buffer area”). The land surrounding the Easement Area shall be returned to its original condition at Grantee’s expense after construction of the non-motorized trail is complete.
3. The non-motorized trail can only be used by pedestrians, joggers, walkers, non-motorized bicycles (with the exception of class 1 and 2 e-bikes), and for other non-motorized uses. No motor vehicles are permitted on the trail, except when necessary for maintenance, utility work or installation, or emergency purposes. If Grantee is doing

maintenance work on the Easement Area, Grantee shall notify the Grantor of its use of the right-of-way at least forty-eight (48) hours in advance, unless there is an emergency.

4. The Easement Area may only be used by the Grantee for the purpose of constructing, installing, repairing, and maintaining the 10' non-motorized trail on, over, and across the Easement Area, and to maintain the 2' buffer area on each side of the non-motorized trail. The Easement Area and buffer area shall be maintained and kept in proper condition by Grantee for its intended use as a non-motorized trail.
5. No buildings or other permanent structures will be placed over the Easement Area or buffer area within such proximity thereto as to interfere with the use of the Easement Area as a non-motorized trail without the express written consent of the Parties.
6. Grantee shall insure the Easement Area and buffer area through Grantee's comprehensive liability insurance policy, naming the Grantor as an additional insured, and Grantee shall indemnify and hold Grantor harmless to the fullest extent allowed by law from any injury or accident that may occur on the Easement Area, except to the extent the injury or accident arises from the fault of the Grantor.
7. Grantor, as the owner of the property on both sides of the Easement Area, shall have the absolute right and authority to plant trees, bushes, shrubbery, flowers, and other plantings along and near the Easement Area, except within the 2' buffer area on either side of the non-motorized pathway. Grantor further reserves and does not waive the right to continue to use the Easement Area and buffer area for any purpose or use that does not directly interfere with the Easement Area's use as a paved non-motorized trail, including but not limited to the continuation, installation, upgrade of utilities on, over, under or upon the Easement Area, and to maintain any utilities that are currently located on, under, or above the Easement Area.
8. This easement shall run with the land and be binding upon the successors of the undersigned.
9. This Agreement is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.00, and under MCL 207.505(h)(i) and MCL 207.526(h)(i) because the Grantor is a Michigan municipal entity.

Village of Grand Beach

By: _____
Harry Walder
Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF BERRIEN)

Subscribed and sworn to before me this _____ day of _____, A.D. 2023, before me a Notary Public in and for said County, personally appeared HARRY WALDER, to me known

to be the same person described in and who executed the within instrument as the President of the Village of Grand Beach.

Notary Public
Berrien County, Michigan
My Commission expires:

New Buffalo Township

By: _____
Michelle Heit
Its: Supervisor

STATE OF MICHIGAN)
)SS
COUNTY OF BERRIEN)

Subscribed and sworn to before me this _____ day of _____, A.D. 2022, before me a Notary Public in and for said County, personally appeared MICHELLE HEIT, to me known to be the same person described in and who executed the within instrument as the Supervisor of New Buffalo Township.

Notary Public
Berrien County, Michigan
My Commission expires:

Prepared by:
Sara A. Senica (P66004)
12 Longmeadow Village Drive
Niles, MI 49120

Return to:
Michelle Heit, Supervisor
New Buffalo Township
17425 Red Arrow Highway
New Buffalo, MI 49117