

PROPERTY IMPROVEMENT EASEMENT AGREEMENT

This Property Improvement Easement Agreement (the "Agreement") is entered into on the ____ day of _____, 20__, between the City of Hart, City of Hart, 407 State Street, Hart, Michigan 49420 ("City") and _____ ("Grantor"), whose address is _____, Michigan for and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, receipt of which is hereby acknowledged, paid to Grantor by the City.

Grantor is the owner of the following described real property situated in the City of Hart, State of Michigan:

[insert street address and legal description]

(Permanent Parcel No. _____) (the "Property").

The City has approved a grant in the amount of _____ Dollars (\$_____) (the "Grant") to Grantor for property improvements, which are more particularly described on Exhibit A which is attached hereto, to the Property (the "Project"), subject to the terms of this Agreement.

Grantor hereby agrees to (1) accept the Grant and (2) grant to the City an easement in the façade of the structure located on the Property to the City, and (3) abide by the terms of this Agreement,

The parties agree as follows:

1. **Authority to Enter into Agreement.** Grantor is the

lessee fee simple owner

of the Property and is authorized to enter into this Agreement. If the Grantor is the lessee of the Property, the owner of the Property shall also sign and be obligated to fulfill the terms of this Agreement. If Grantor is the owner of the Property, or if Owner executes this Agreement along with the lessee of the Property, Owner represents that Owner has the authority to grant an easement in the Project to the City. To the extent Grantor is required to obtain the consent of any third party, including, but not limited to, a mortgagee or mortgagees of the Property, Grantor represents and warrants that such consents have been obtained and have not been rescinded or otherwise modified.

2. **Accuracy of Information.** Grantor reaffirms that all information provided to City with respect to the Property and the Project as outlined in the application to the City is accurate.

3. Completion of Project.

a. Grantor has read and agrees to abide by the provisions and requirements of the Property Improvement Grant Program adopted by the City and has entered into and will abide by the terms of the Property Improvement Grant Agreement.

b. All work performed by Grantor will be consistent with the approval by City. If Grantor desires to make any changes in the Project, Grantor will obtain written approval from City before implementing such changes. Grantor understands that City is not required to approve any changes.

c. During the period of construction of the Project, Grantor or its contractor agrees to keep in full force and effect a policy of commercial liability insurance in an amount of not less than one million (\$1,000,000) dollars and to name the City as additional insureds on such policy. Grantor further agrees to indemnify and hold harmless the City from any and all claims arising out of the Project work performed.

d. Grantor will notify City immediately if Grantor's interest in the Property changes in any way. This Agreement is not assignable by Grantor without prior written approval of City, which approval will not be unreasonably withheld.

4. Conditions of Incentive.

a. Grantor agrees to complete and maintain the Project in accordance with the terms and conditions of the Property Improvement Grant Agreement and understands that failure to comply with those terms will result in forfeiture of all or a portion of the Grant as set forth herein.

b. Grantor understands and agrees:

(i) to submit a request for funding of the Grant within 60 days after the completion of that portion of the Project to be funded in part using the proceeds of the Grant and understands that failure to do so may result in loss of the Grant; and

(ii) that the Grant will be paid to Grantor only upon completion of the Project and submission of all required certifications to City.

c. In further consideration of the Grant, Grantor hereby grants to City an easement in the Project improved by the Grant for a term of five years from the date of this Agreement. Grantor agrees that the Project, including the property improvements and its finishes, will not be materially altered by Grantor, or any of Grantor's successors and assigns, without the prior written approval of the City, which approval will not be unreasonably withheld. Upon

expiration of the term of the easement, the City shall, at its sole cost, record a release of the easement with the Oceana County Register of Deeds.

d. Grantor hereby grants to City the right to use pictures, renderings, or descriptions of the Project for any and all promotional purposes desired by City.

5. Recording and Transfer Taxes.

a. Grantor is responsible for all applicable taxes and fees relating to the recording of this Agreement with the Oceana County Register of Deeds.

b. This easement is exempt from County Transfer Tax pursuant to MCL §207.505(a) and from State Transfer Tax pursuant to MCL §207.526(a).

6. Miscellaneous.

a. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.

b. This Agreement may only be amended pursuant to a written document executed by all of the parties hereto.

c. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

d. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect.

e. It is contemplated that this Agreement shall be executed in multiple counterparts, all of which together shall be deemed to be one agreement.

f. This Agreement represents the entire understanding and agreement between the parties hereto with regard to the matters addressed herein. All prior oral or, except to the extent

provided herein, written understandings and agreements with regard to the matters addressed herein are specifically merged herein.

g. The captions in this Agreement are for convenience only and shall not be considered as a part of this Agreement or in any way amplify or modify the terms and provisions hereof.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

CITY OF HART

By _____
Robert Splane, Its:
City Manager

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 20__, by Robert Splane, City Manager, on behalf of the _____.

Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

GRANTOR (if Lessee)

By _____
Its: _____

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 20__, by _____, _____, on behalf of _____.

Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

GRANTOR (if OWNER)

By _____

Its: _____

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 20__, by _____, _____, on behalf of _____.

Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Drafted by and After Recording
Return to:

City of Hart
407 State Street
Hart, Michigan 49420

EXHIBIT A
DESCRIPTION OF PROJECT (FAÇADE IMPROVEMENTS)

EXHIBIT B
DIAGRAM(S) OF PROJECT (FAÇADE IMPROVEMENTS)