

GRANT OF EASEMENT AND ACCESS EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AND ACCESS EASEMENT AGREEMENT is made on this ___ day of June, 2011, by Strawberry Point Bluffs Subdivision Homeowners Association, a Michigan non-profit corporation, whose address is P.O. Box 612, Hamburg, Michigan, (“Grantor”) to Livingston Land Conservancy, Inc., a Michigan non-profit corporation, whose address is P.O. Box 236, 6531 Catalpa Drive, Brighton, MI, 48116, (“Grantee”), as owner of approximately 30.37 acres, give or take, south of Gallagher Road in Hamburg Township, Michigan, as further described on the attached Exhibit A (“Grantee’s Property”).

In consideration of one (\$1.00) dollar, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants and conveys to Grantee, its allowed successors and assigns, for the limited purpose of ingress and egress to Grantee’s Property, a nonexclusive easement over Grantor’s property, specifically described as:

Forty (40) feet in the middle of the southerly fifty-five (55) feet of Lots 36 and 37 located in the Strawberry Point Bluff Subdivision, Section 28, Hamburg Township, Livingston County, Michigan, as recorded in Liber 2 of Plat, Page 26 of Livingston County Records, consisting of twenty (20) feet on the easterly side of Lot 36 and twenty (20) feet on the westerly side of Lot 37, from the northern border to the southern border.

(“Easement”), subject to the terms and conditions set forth above, for the benefit of and as an easement appurtenant to Grantee’s Property.

RECITALS

A. Grantee’s corporate purpose is to preserve, manage, and protect undeveloped lands; promote the permanent preservation of the land, wildlife habitat, and native plant growth; restrict harmful uses or development; and to provide educational and scientific study for the general public concerning the soil, wildlife habitat and native plant species conserved and protected upon those lands (“Grantee’s Purpose”).

B. A large portion Grantee’s Property contains Huron River floodplains, forested wetlands, and other natural features, and Grantee seeks to further Grantee’s Purpose by

conserving Grantee's Property, including without limitation, precluding any improvements or development, and maintaining the natural state of Grantee's Property.

ACCESS EASEMENT AGREEMENT

1. Scope of Easement. The Easement will be solely used for pedestrian ingress and egress to Grantee's Property, with the sole exception of light maintenance vehicles that may be used under Grantee's supervision, provided that the vehicles do not damage the Easement. The Easement is limited for the use of Grantee's employees, agents, and volunteers, as well as selected invitees from the general public from time to time, under Grantee's supervision and control, provided that use by those invitees will be infrequent. Otherwise, the Easement will not be used by the general public.

2. Signs and Markers. Grantee may install on the Easement a sign identifying Grantee's Property, and it may install a post on either side of the Easement to mark its boundaries. The sign and markers shall be aesthetically pleasing and consistent with the natural environment and the neighborhood, and shall be maintained in good condition.

3. Maintenance of Easement. Grantor agrees to take reasonable steps to preclude the dumping of yard waste, debris, or other other foreign materials on the Easement, and it will take no action that may impede or hinder Grantee's access to Grantee's Property over the Easement. The parties acknowledge that a storm drain exists on or near the Easement, and Grantee agrees not to damage or impede that drain. Grantee is responsible for any damage to the drain or the Easement caused by Grantee, its employees, agents, volunteers, or invitees.

4. Insurance and Indemnification. Grantee shall keep in force at all times general liability insurance in a reasonable amount and name the Grantor as an additional insured. Grantee further agrees to defend, indemnify, and hold Grantor harmless from any claim, liability, lien, charge, cost or damage (including attorneys' fees), which arises out of Grantee's use of the Easement, unless such claim, liability, lien, charge, cost or damage is caused solely by Grantor's conduct. Grantee is further responsible for and holds Grantor harmless as to any claim or challenge asserted by a third-party as to the grant of the Easement, its use, its legality, or its chain of title, including reasonable attorney fees and costs.

5. Laws, Rules, and Ordinances. Grantee agrees to abide every law, rule or ordinance that governs or applies to the use of the Easement.

6. Reversion. Upon an Event of Default, the Easement shall revert back to Grantor in its entirety, the Easement shall become void and a nullity, and Grantee shall have no further right to use the Easement. "Events of Default" are defined as: (a) any improvement on or development of Grantor's Property; (b) any material changes to Grantor's Purpose or use of Grantor's Property, including without limitation no longer preserving Grantor's Property in a managed natural state; (c) sell, assign, or otherwise transfer Grantor's Property to any person or organization with a different purpose other than Grantor's Purpose or that will or may change the use of Grantor's Property; or (d) Grantee materially breaches the terms of this agreement.

7. Runs with the Land. This Easement and Access Easement Agreement will run with the land and will bind and inure to the benefit of the parties to this instrument, its allowable successors and assigns.

8. General Terms. This Easement shall be construed in accordance with the laws of the State of Michigan. Any amendment or modification of this Easement must be: (a) in writing; (b) recorded with the Livingston County Register of Deeds; and (c) executed by Grantor and Grantee, their allowable successors and assigns. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other such provisions nor constitute a waiver of the provision itself. This agreement constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any and all other prior agreements, representations, or understandings, either oral or in writing, between the parties affecting this agreement, except as otherwise specifically provided herein.

9. Equitable Remedies. In the event of any violation or threatened violation of any of the provisions of this agreement by one of the parties, the other party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or a decree of specific performance.

10. Recording and Taxes. Grantee shall timely record this Grant of Easement and Access Easement Agreement, at its sole expense. Grantee is solely responsible for any and all taxes arising from or related to the granting of this Easement.

IN WITNESS WHEREOF, the parties below have executed this Grant of Easement and Access Easement Agreement as of the date first stated above.

GRANTOR:

Strawberry Point Bluffs Subdivision Homeowners Association, a Michigan non-profit corporation

By: _____

Its: President

By: _____

Its: Secretary

State of Michigan)
)ss
County of Livingston)

Subscribed and sworn to by George Rogers, President, Strawberry Point Bluffs Subdivision Homeowners Association, before me this ____ day of June, 2011.

_____,
Notary Public, Livingston County, Michigan.
My Commission expires: _____

State of Michigan)
)ss
County of Livingston)

Subscribed and sworn to by _____, Secretary, Strawberry Point Bluffs Subdivision Homeowners Association, before me this ____ day of June, 2011.

_____,
Notary Public, Livingston County, Michigan.
My Commission expires: _____

GRANTEE:

Livingston Land Conservancy, Inc., a Michigan
Non-profit corporation

By: _____

Its: _____

State of Michigan)
)ss
County of Livingston)

Subscribed and sworn to by _____, _____, Livingston
Land Conservancy, Inc., before me this ____ day of June, 2011.

Prepared by:

James E. Roach, Esq.
31780 Telegraph Road, Suite 200
Bingham Farms, MI, 48025

Return after recording to:

Sara E. Thomas
Livingston Land Conservancy, Inc.
P.O. Box 236
Brighton, MI 48116