

FIBER DISTRIBUTION EASEMENT (Right of Way)

For and in consideration of the sum of actual consideration, which is less than \$100.00, exempt under MCL 207.526(a) and MCL 207.505(a), receipt of which is hereby acknowledged,

Grantor: «Owner_1» , «Owner_2»
 «Site_Address»
 «Site_City», «Site_State» «Site_Zip»

(“Grantor”) hereby grants, conveys and warrants to Cherry Capital Connection, LLC, a Michigan Limited Liability Corporation (“Grantee”), with its principal office at 97 Lake Street, Elk Rapids, MI. 49629, its successors and assigns, a permanent, non-exclusive easement (“Right of Way”) to construct, test, reconstruct, renew, operate, modify, maintain, inspect, alter, repair, add to, and remove a telecommunication line or telecommunication lines for the transportation of telecommunication services which can be transported through a telecommunication line or telecommunication lines, and such conduits, pipes, fiber optic cable, vaults, pedestals, cabinets, accessories and other equipment and appurtenances as may be necessary or convenient for its operations, over and through the following described real estate, the route thereof to be selected by Grantee, upon the following real estate in the Township of Leelanau, Leelanau County, State of Michigan, to wit:

REAL ESTATE DESCRIPTION: (“Right of Way Area”) **Parcel id:** «Parcel_Number», **Legal description:**
«Tax_Description»

EASEMENT DESCRIPTION: A 10 foot wide easement centered on the telecommunications line as constructed on the above described property. Together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted **TO HAVE AND TO HOLD** the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any telecommunication line or telecommunication lines or facility installed hereunder is used or remains within the easement.

THE PARTIES FURTHER AGREE THAT:

No buildings or other structures shall be erected or placed, no trees shall be planted, create any road, excavation, obstruction, or change land grade on or in the above described easement without the written consent of the Grantee. Additional workspace, contiguous to the easement may be used temporarily during construction, maintenance or removal of the telecommunication line or telecommunication lines installed hereunder.

Grantee shall replace in good workmanlike manner all tile cut in the construction of the telecommunication line or telecommunication lines.

Grantee shall not interfere with the use of said premises by Grantor for normal residential, commercial and/or church purposes except in the exercise of the work permitted hereunder. Grantee shall bury said telecommunication line or telecommunication lines at a minimum depth of 18 inches.

Grantee has the right of access to and from the Right of Way area, anywhere, at any time, provided advance notice shall be furnished to Grantor, when possible and Grantee shall endeavor to reasonably minimize disruption in such regards, when possible.

Grantee shall pay reasonable damages to improvements occasioned by said installation or by any of its subsequent operations under this easement or shall replace the damaged area to its original condition as reasonably practical.

The rights herein granted may be assigned in whole or in part. All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

It is understood that the person securing this easement is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Grantor shall indemnify, defend and hold harmless Grantee, its agents and employees, from and against any and all liabilities; obligations; damages; penalties; claims; costs; damages or injuries to the personnel, equipment or facilities of Grantee or its employees, agents, contractors or subcontractors within the Right of Way Area; charges; losses and expenses (including, without limitation, fees and actual expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against Grantee, its agents or employees by reason of the negligent actions or omissions or willful misconduct of Grantor or its agents, employees, contractors, or subcontractors in connection with Grantor's activities in the Right of Way Area.

Grantee shall likewise indemnify, defend and hold harmless Grantor and its licensees and invitees from and against all liabilities, obligations, claims, costs or damages to their person or property, by reason of the negligent actions or omissions or willful misconduct of Grantee or its agents, contractors or subcontractors.

This agreement shall be governed by the laws of the State of Michigan.

Executed this _____ day of _____, 2020.

Owner: «Owner_1» , «Owner_2»

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by

«Owner_1» , «Owner_2» - the property owner(s).

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

Return to: Cherry Capital Connection, LLC
P.O. Box 866
Elk Rapids, MI 49629

Direct questions to: easement@cccfiber.com