
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:

Property Owner Name: _____

Property Street Address: _____

Property City, State, 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, shed, accessories and other equipment and appurtenances as may be necessary for the operation thereof over and through the following described real estate in the Township of (township name), (county name) County, State of Michigan, to wit:

REAL ESTATE DESCRIPTION: (“Grantor’s Property”).

Tax Parcel Id: _____,

Legal Description:

Further description of property Appendix A.

EASEMENT DESCRIPTION: An eight (8) foot wide easement centered on the telecommunications line the route for which is shown on **Appendix B** hereto (the “Right of Way Area”). Together with the right of ingress and egress at convenient points near entrance gate for such purposes, and with all rights necessary for the operation thereof **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.

THE PARTIES FURTHER AGREE THAT:

The Grantor shall not construct any buildings or obstructions, excavate, or change land grade within the Right of Way 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, provided that such use shall not interfere with Grantor’s use and enjoyment of Grantor’s Property.

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

The 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 on all roadways at a minimum depth of 30 inches and for the routes from the roadway to the service location at a minimum depth of 12 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.

The 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 the 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 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 _____, 2022.

Property Owner(s). By signing this agreement, you are certifying that you are the owner of the property and/or have the authority to represent the owner of the property regarding this agreement.

Owner 1

Owner 2

Signed By: _____ Signed By: _____

Print Name: _____ Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

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

Direct questions to: easement@cccfiber.com

Appendix A – Further Description of property

APPENDIX B – Easement limitation (drawing)