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**Cherry Capital Connection, LLC**  
**Underground Easement (Right of Way)**

On [month] [day] , [year], for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive underground easement (“Right of Way”) in, on, and across a part of Grantor’s Land called the “Right of Way Area”.

“Grantor” is: [grantor], located at [address]

“Grantee” is: Cherry Capital Connection, LLC, a Michigan Limited Liability Company, located at P.O. Box 866, Elk Rapids, Michigan 49629.

“Grantor’s Land” is in the Township of [township], County of [county], State of Michigan, more fully described on the attached **Exhibit “A”**.

**The said Right of Way is described as follows:** Approximately: center of a four foot path along all property boundaries, existing utility easements and historic high water mark. Additionally: four foot path from property line from property line easement or utility easement to service termination location. More fully described on the attached **Exhibit “B”**.

Tax Identification Number(s): Cherry Capital Connection, LLC – 20-8671972,

More commonly known as: (ADDRESS: [address])

(Parcel Number: [parcel])

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground fiber optic cable facilities consisting of cables, conduits, pipes, hand holes, pedestals, cabinets and accessories.
2. **Access:** Grantee has the right of access to and from the Right of Way Area.
3. **Restoration:** If Grantee’s agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor’s Land while entering Grantor’s Land for the purpose stated in this Right of Way, then Grantee will restore Grantor’s Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements whatsoever, including, but not limited to, paving, roadways, parking areas, parking islands, sidewalks, curbing, gutters, fences or landscaping such as trees, bushes, flowers or grass located within the Right of Way Area that are damaged by Grantee in the

course of construction, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in the above paragraph.

- 4. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
- 5. **Indemnity:** 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 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.
- 6. **Equipment:** All equipment, cables, wire or any other physical object in or items installed by Grantee remains the property of Grantee and may be modified or removed at any time in the sole discretion of Grantee.
- 7. **Governing Law:** This Agreement shall be governed by the laws of the State of Michigan.

In exchange for this easement, Grantor recognizes that there may be an additional service or hardware cost associated with future upgrades to the installed bandwidth capacity. If so, Grantor agrees to be responsible for said costs in order to create future expansion of fractional capacity.

Grantor(s): [grantor]

Witness: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF [notary-state] )

COUNTY OF [notary-county] )

The foregoing instrument was acknowledged before me this [signed-dy] day of [signed-mth], [signed-yr], by \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_, Notary Public

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

**Exhibit A**

**Legal Description**

*[Insert-Legal-Description]*

**Exhibit B**

**Right of Way Area**

