

FACADE EASEMENT

This facade easement is granted this ____ day of _____, 20__, by

a _____ of _____, _____ Michigan, 48____
(the "Grantor"), to the Downtown Development Authority of the City of Auburn, a Michigan public authority organized under the laws of the State of Michigan of 113 E. Elm St., Auburn, MI 48611 (the "DDA")

RECITALS

- A. The Grantor is the owner of real property located in the City of Auburn, Bay County, Michigan, commonly known as _____, and more particularly described as (the "premises"): permanent parcel # _____.
- B. The DDA is engaged in a program to enhance the appearance of the downtown district of Auburn by encouraging coordination of facade designs and other means as authorized by Act No. 197 of the Public Acts of 1975, as amended.
- C. In order to achieve the purposes of Act 197 and the DDA's adopted development and tax increment financing plans, the DDA has made a grant of certain funds (the "grant funds") to the Grantor to assist the Grantor with the enhancement of the facade of the building located upon the Premises (the "Building").
- D. The use of DDA funds for a facade improvement program requires that the DDA have a legal interest in the facades which will benefit. The DDA has determined that it is reasonably necessary to achieve the purposes of Act No. 197 and the DDA's adopted development and tax increment financing plans to grant or acquire easements with respect to such facades.

AGREEMENT

Now, therefore, the Grantor, for and in consideration of the sum of one Dollar (\$1.00), the receipt and sufficiency of which is acknowledged, gives, grants, releases, transfers, warrants and conveys to the DDA, its successors and assigns, an easement to preserve the facade as hereinafter described (the "Easement").

- 1. This Easement is for the purpose of designing, constructing, installing, repairing, replacing, and maintaining facade improvements including, but not limited to:

_____.
- 2. The easement encompasses the first twelve inches (12") of depth of the front of the building (facing the _____ side(s)
- 3. Located on the Premises, including but not limited to any wall surfaces, railings, decorative metalwork, doors, windows, roofs, and decorative elements (collectively, the "easement area").
- 4. This easement shall be temporary and shall terminate 2 years from the date first above written, or earlier upon the dissolution of the DDA.

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5. The DDA and its agents will have the right of access to the easement area for the purposes authorized by this easement.
6. Any construction, installation, or replacement of facade improvements must be performed in a good and workmanlike manner, on a lien-free basis, and subject to the approval of the DDA.
7. Grantor agrees that representatives of the DDA may, with prior reasonable notice and at times reasonably acceptable to Grantor, inspect the Easement Area. Inspections will normally occur outside the building, except if the DDA determines interior access is reasonably necessary to establish compliance with this easement.
8. Grantor reserves the right to grant to others additional easement rights over the easement area, for the installation and maintenance of gas, electric power, cable, telephone structures and lines; said right being subject to approval by the DDA as to location and size of the proposed easements and utilities.
9. Grantor shall hold the DDA, its officers and employees harmless from and indemnify them for any and all claims, judgments or losses arising out of injury to persons or damage to property caused by or in any way related to the premises, including any facade improvements made pursuant to and in accordance with this easement.
10. This easement and obligations it imposes upon grantor hereunder are binding not only upon Grantor but also upon Grantor's successors, heirs and assigns and all other successors in interest to the Grantor, and shall continue as servitude running with the land throughout the term of this easement. The rights of the DDA under this instrument shall run for the benefit of and may be exercised by its successors and assigns, or by its duly authorized designees.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the day and year first above written.

WITNESSES: GRANTOR

STATE OF MICHIGAN)

)ss.

COUNTY OF BAY)

On _____, 20____, before me, a Notary in and for said County,
appeared _____, the _____ of _____ <
a _____, for and on behalf of said _____.

Notary public, Bay County, Michigan
Acting in _____
My Commission Expires: _____, 20____