

Nancy Krupiarz

From: Roger Storm [stormr@michigan.gov]
Sent: Thursday, December 18, 2008 11:48 AM
To: Nancy Krupiarz
Subject: Fwd: Re: Crossing Easement Language

>>> Paul Johnson 12/18/2008 11:45:35 AM >>>

Roger, I tried to send this to Nancy, but it bounced back. Perhaps you would have better luck?

>>> Paul Johnson 12/18/2008 11:33 AM >>>

Here's what the DNR uses:

This easement is subject to the following conditions and requirements:

- (1) The easement shall have a width of 30 feet, the center of which is the existing driveway as described on attached EXHIBIT A. This easement shall be to benefit only the lands described on attached EXHIBIT B.
- (2) This document conveys the right to construct and maintain a driveway for ingress and egress to one single-family residence on the benefitted parcel. Any subdivision of the benefitted parcel will render the easement void.
- (3) Trail users have the right of way over Driveway users at all times. Grantee is required to install and maintain stop signs at both sides of the trail crossing within 25 feet of the trail. This document does not convey or imply the right to construct utilities of signs within the described right of way, other than the specifically required stop signs.
- (4) This easement shall be nonexclusive, and the Easement is intended to allow Grantee and invitees ingress and egress to the benefitted property owned by the Grantee. The intent of this document is not to convey easement rights for a public highway, or to allow Grantee to grant a highway easement to the County road commission for use as a public road, or any other public highway authority.
- (5) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the authorized representative of the Department of Natural Resources prior to commencing operations under this easement, so that the Department shall be properly notified as to the time and place that such operations begin on the State-owned land herein described. Said Department Representative is Mr. Bill O'Neill, Gaylord Forest Management Unit, 1732 West M-32, Box 667, Gaylord, Michigan 49734, or his successor.
- (6) Grantee, its successors or assigns by the acceptance of this instrument, agrees that any relocation of the facility constructed under this easement will be made only upon approval of the Department or the owner of said land before such relocation takes place.
- (7) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easement, permits, licenses, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land.
- (8) Grantee, its successors or assigns, agrees that no herbicides to control tree, shrub, or other plant growth on the land herein described shall be used without first securing written permission from the Department or its authorized field representative, or the owner of said land.
- (9) Grantee, its successors or assigns, for themselves and their agents and employees agree to take all reasonable precautions to prevent and suppress

forest fires and shall cause no unnecessary damage to natural tree growth or to any plantation, and shall pay all damages other than ordinary to state property arising out of its negligent acts of failure to act.

(10) Grantee, its successors or assigns, shall obtain the required permit from the Department or its authorized representative before burning any refuse or setting any fires whatsoever.

(11) It is understood that all slash and forest growth cut, resulting from operations under this easement, shall be handled in accordance with the provisions of Act 35, P.A. 1955, and the rules and regulations pertaining thereto.

(12) The Grantee herein, for itself, its successors and assigns, agrees upon abandonment of its rights and upon request of the owner of said land showing a prima facie title to same, to release and Quit-claim all rights secured hereby on said land to the then owner.

(13) In the event of abandonment of the rights herein conveyed, Grantee agrees to remove its property from the premises in good and workmanlike manner and in a condition satisfactory to the Department's authorized field representative, or the owner of said land.

(14) Before any construction may proceed, Grantee is required to give notice to the public utilities under Act 53, P.A. 1974 (460.701 et seq. M.C.L.) and to comply with all provisions of that Act as well as the Natural Resources and Environmental Protection Act, being Act 451, P.A. 1994. If this project crosses floodplains, wetlands, rivers, streams, or designated critical dunes, permits may be required under the land/water interface statutes.

(15) The Grantee, its successors or assigns, shall hold harmless the State of Michigan for all damages or losses caused to third persons or property conveyed by this easement arising out of the negligence of the Grantee in its operations on the right-of-way hereby conveyed.

(16) In case the said easement herein conveyed shall not be used by Grantee, its successors and assigns, for a period of two (2) years, from and after the date of issuance, then and in that event said easement shall terminate.

This instrument shall be binding upon and inure to the benefit of the parties, hereto, their heirs, representatives, successors and assigns.

>>> "Nancy Krupiarz" <nancy@michigantrails.org> 12/18/2008 9:31 AM >>>
Hello All,

I am searching for crossing easement language for adjacent property owners to be able to regularly cross trail property.

Thanks for whatever you can forward to me.

Nancy Krupiarz

MTGA