

RELOCATION OF PUBLIC UTILITY EASEMENT

This Relocation of Public Utility Easement Agreement (the Agreement) made on this ____ day of _____, 2026, by and between **HOBAN HILL PROPERTY, LLC**, a Michigan limited liability company, of _____, Mackinac Island, Michigan 49757; (hereafter “**Grantor**”), and the **CITY OF MACKINAC ISLAND**, a Michigan Municipal Corporation, of P.O. Box 455, Mackinac Island, Michigan 49757 (hereafter “**Grantee**”), on the terms and conditions set forth below:

Recitals

WHEREAS, Grantor is the owner of real property described on Exhibit A (hereafter “Grantor Property”);

WHEREAS, a current easement exists as referenced in the Assessor’s Plat of Harrisonville prepared by Joseph B. O’Neill and recorded in Liber 4, Page 084, Mackinac County Records, as relates to the Grantor Property and which is not legally described in any formal documentation, but shown on the Plat map (hereafter “Platted Easement”); and

WHEREAS, Grantor requested the water line within the Platted Easement be moved to a new location (hereafter “Relocated Easement”) for the purposes of development of the property, legally described on Exhibit B, and Grantee consented to said relocation; and

WHEREAS, Grantor acknowledges and confirms that as of the date of this Agreement, all existing public utilities inside the Platted Easement have been abandoned and relocated; and

WHEREAS, Grantor now wishes to memorialize the relocation of said water line, provide the necessary utility easement to the Grantee in the new location, and release its rights to the previous location of the Platted Easement, specific to the Grantor Property on the Plat Map.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Grantor hereby grants to Grantee, its successors, assigns, lessees, licenses, and agents, a perpetual easement for the purpose of constructing, maintaining, altering, replacing, repairing, or removing water mains or other public utilities, and related equipment, for the installation and distribution of water mains and other public utilities in, over, on and under the Grantor Property in the Relocated Easement location, and to relocate any current water utility or other public utility to the Relocated Easement area on the Grantor Property. Grantor further

- acknowledges that any rights of any other public utilities existing under the Platted Easement shall be assigned to the Relocated Easement.
2. To the extent that it has any authority, Grantee releases and forfeits its rights to the Platted Easement as shown on the Plat map, specifically as to the portion of said Platted Easement located on Grantor Property. Grantee acknowledges that Grantor does not claim to have any authority to vacate the public utility easement as shown on the Plat map, or to permit the relocation of said public utility easement on behalf of any other public utility, and Grantor shall not be liable for Grantee's use of the Platted Easement area.
 3. Grantor conveys to Grantee the right of ingress and egress over Grantor's Premises as is necessary for all purposes incident to public utility installation, maintenance and distribution activities.
 4. Grantor shall not place, or cause to be placed, any buildings, structures, or other items on, over, or in the Relocated Easement area as to interfere with the construction, operation or maintenance of public utilities and distribution activities or access to said Relocated Easement area.
 5. Grantee shall make best efforts to perform its work related to the Relocated Easement so as not to interfere with Grantor's normal use of its property. Grantee shall restore the surface of the Grantor Property or Relocated Easement as nearly as reasonably feasible to the condition in which it existed at the commencement of said work. In the event grass is disturbed, the City's obligation to restore the Relocated Easement area shall be limited to re-seeding disturbed grass. In the event landscaping, shrubbery, or trees are located in the Relocated Easement area, the City shall not be responsible for replacing any such items in the event they are required to remove them for purposes incident to public utility installation, maintenance and distribution activities.
 6. The Grantor, its successors, assigns, heirs, and legal representatives shall indemnify and hold the Grantee harmless from any claims, debts, causes of actions, or judgments for any damage to any real or personal property within the Relocated Easement areas that may arise out of the Grantee's use of the Relocated Easement, subject to the conditions contained herein. Grantor, its successors, assigns, heirs, and legal representatives shall indemnify and hold the Grantee harmless from any claims, debts, causes of actions, or judgments for any damage to any real or personal property or otherwise which may arise out of this document and the Grantee's agreement to relocate the Platted Easement for the purposes of Grantee's public utility uses. Grantee agrees to indemnify and hold the owner of the Grantor Parcel harmless from any claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of the actions of the Grantee's use of or around the Relocated Easement by themselves, their agents, employees, representatives, invitees, and contractors, subject to the conditions contained herein.
 7. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.
 8. Nothing herein shall have any effect on the existing Platted Utility Easement as shown on the Plat map on any other property within said Plat, and shall only pertain to the Grantor Property.

This easement is granted for the sum of less than \$100.00; Exempt from State transfer tax pursuant to MCL 207.526(a) and from County transfer tax pursuant to MCL 207.505(a).

This grant of Easement is executed on the ____ day of _____, 2026.

GRANTOR(S):

HOBAN HILL PROPERTY, LLC,

By: _____, its _____

STATE OF MICHIGAN)
 :SS
County of Mackinac)

On _____, 2026, before me, a Notary Public, in and for said County, personally appeared _____, the _____ of Hoban Hill Property, LLC, a limited liability company, to me known to be the same person(s) described in and who executed the within instrument, who acknowledged the same to be his/her/their free act and deed on behalf of said company and association.

_____, Notary Public
Mackinac County, Michigan
My Comm. Expires: _____
Acting in Mackinac County, Michigan

GRANTEE:

CITY OF MACKINAC ISLAND, By:

Margaret M. Doud, Mayor

STATE OF MICHIGAN)

:ss

County of Mackinac)

On _____, 2026, before me, a Notary Public, in and for said County, personally appeared Margaret M. Doud, Mayor of the City of Mackinac Island, a Michigan Municipal Corporation, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed on behalf on behalf of said municipal corporation.

_____, Notary Public
Mackinac County, Michigan
My Comm. Expires: _____
Acting in Mackinac County, Michigan

Drafted by:
Erin K. Evashevski (P80940)
Evashevski Law Office
838 North State Street
St. Ignace, MI 49781

EXHIBIT A

Parcel 2 (051-630-007-20)

Beginning at the Northwest corner of Lot 7, Assessor's Plat of Harrisonville, Mackinac Island, Michigan; thence N83°38'19"E 210.53 feet, along the North line of Lot 7; thence S06°21'43"E 110.83 feet; thence S87°29'24"W 103.07 feet; thence S60°20'06"W 33.89 feet; thence S79°05'24"W 70.14 feet, to the West line of Lot 7; thence N09°27'23"W 123.05 feet, along the West line of Lot 7, to the Point of Beginning. Subject to any Easements, Restrictions or Reservations of Record.

EXHIBIT B

A 10' Utility Easement lying South of and West of the following described line:

Beginning at the Northwest corner of Lot 7, Assessor's Plat of Harrisonville, Mackinac Island, Mackinac County, Michigan; thence N83°38'19"E 210.55 feet, (210.53' Rec.) along the North line of said Lot 7; thence S06°21'43"E 30.72 feet, along a deeded property line to the South line of an existing Platted 10' Utility Easement as shown on said Assessor's Plat of Harrisonville, and the Point of ending.

