

REQUIREMENTS FOR EASEMENT ENCROACHMENT AGREEMENT

1. Complete **EASEMENT ENCROACHMENT AGREEMENT** items 1 through 5.
2. **Notary Public** section must be completed.
3. Must have Meet and Bound descriptions on the easements for the easement encroachments. This is required by the Macomb County Register of Deeds.
4. Include copy of **survey** showing requested Easement encroachment with all dimensions.
5. After Items 1 thru 3, forward to D.P.W. and Building Department for review.
6. The above referenced will then be forwarded to the Township clerk to be put on the next available Township board meeting for consideration of approval.
7. Following possible Township approval the resolution will be recorded by the homeowner through the Macomb County register of deeds.
8. Must be in **black** ink and stay within the margins.
9. Once this is approved then permit through the building department may be applied for.

****FEES**** First page -\$14.00 - \$3.00 for each additional.

EASEMENT ENCROACHMENT AGREEMENT

Now comes, _____ a

married man and his wife,

_____, whose address is

_____, hereinafter referred to as

AOwner@ and the Charter Township of Chesterfield, a Michigan municipal corporation,

hereinafter referred to as ATownship@and enter into this agreement this

day of _____, 20____ to permit the encroachment on a public utility

easement by the owner to construct a

_____ according to the plans and specifications on file in the Building Department on

the easement under the following terms and conditions.

1.) Property description (parcel number, legal description, liber & page of the sub)

2.) There presently exists on the above parcel a utility easement. The easement is described as follows:

3.) No permanent construction is normally permitted within the easement area. However, pursuant to application of owner to install the construction in the easement area, the Township Board by a resolution passed at a board meeting on _____, 20_____ has authorized the above encroachment as set forth herein and the execution of this document on its behalf.

4.) Owner understands and agrees that construction placed within the easement area pursuant to this covenant may be removed and /or damaged by actions of the Township or other utilities in the future if installation, repair, maintenance, or removal of same becomes necessary. Owner understands and agrees that owner assumes full risk that such utility installation, repair, maintenance, or removal may be necessary in the future and that owner assumes full responsibility to replace, or repair the construction, if owner so desires. The Township assumes no liability for such damage, replacement or repair to any part of the construction, utility damage or location, whether located within the easement area or not and owner releases Township from any such liability.

5.) Owner understands and agrees that other utilities may have the right to use the easement and that this agreement applies only to the relationship between the Township and the owner. It is owner=s responsibility to secure any other necessary permission from other agencies. If, in the future, any other utility is constructed within the easement, owner holds Township harmless from any damages or cost associated by such construction.

6.) This covenant shall run with the land and shall be binding upon the Township and owner, their heirs, personal representative(s), executors, administrators, successors, and assigns.

Dated this _____ day of _____, 20

Signed in the presence of:

Supervisor _____ Clerk

Print Name _____ Print Name

CHARTER TOWNSHIP OF CHESTERFIELD,
a Michigan municipal corporation

STATE OF MICHIGAN)

)SS

COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ Day of,
_____, 20_____, by:

Notary Public

Notary Public

_____ County,

Michigan

My commission expires:

When recorded return to:

Charter Township of Chesterfield
47275 Sugarbush
Chesterfield, MI 48047

Drafted by:

Anthony, Seibert & Dloski
59 N. Walnut, 202 Vicant Bldg
Mt. Clemens, MI 48043

EASEMENT ENCROACHMENT AGREEMENT

Review

Building Dept _____

Comments: _____

_____ **Signature:**

_____ Date _____

D.P.W. Comments: _____

_____ Signature:

_____ Date _____

Now comes, _____ a

single man/woman whose address is

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