

## EASEMENT FOR TILE DRAINAGE AGREEMENT

This Easement For Tile Drainage Agreement ("Easement Agreement") is by and between Craig McClintic, as Trustee and Margaret McClintic, as Trustee of the Craig and Margaret McClintic Trust, whose address is 926W. Harrison Road, Alma, MI 48801, as ("Servient Estate Owner"); and Craig McClintic, as Trustee and Margaret McClintic, as Trustee of the Craig and Margaret McClintic Trust, whose address is 926W. Harrison Road, Alma, MI 48801, as ("Dominate Estate Owner"), each of whom hereby enter into this agreement for the inspection, maintenance, repair and replacement of drainage tile installed across the real property legally described in the attached Exhibit A, which shall be the Servient Estate.

Grant of Easement: For good and valuable consideration; specifically, the mutual promises and conveyances of their respective parties to create this Easement Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Servient Estate Owner grants a permanent easement for surface and subsurface water drainage upon the real estate of servient estate described above to the benefit of real estate of the dominant estate. The consideration is less than \$100 and this Agreement is exempt from transfer tax pursuant to MCL § 207.505(a). The easement shall be described as follows:

Commencing on the East Boundary Line of the Servient Estate at a point where the extended East to West and North to South courses of Gratiot County Drain No. 52 intersect said East Boundary Line, thence North 50 feet; thence West 33 feet; thence South 100 feet; thence East 33 feet; thence North to the Point of Beginning.

- Purpose: The purpose of the easement is to grant the real estate of the dominant estate the right to enter onto the easement areas as indicated in Exhibit A for the maintenance of the drainage tile system only. Said maintenance shall include inspection, repair, replacement and growing vegetation management to maintain or improve its drainage system for the benefit of real estate of the dominate estate only. Said access shall be limited only to the specific purposes stated and shall never be undertaken to diminish, restrict, damage or cause waste upon drainage tile, waterways or the general surface drainage of the easement areas or other adjacent real estate owned by the Servient Estate Owner.
- Notice: The Dominant Estate Owner or those instructed at the direction of the Dominant Estate Owner, needing access to the Easement Area, shall first provide written notice to the subject Servient Estate Owner, which shall be delivered in person or by mail, 24 hours before entry upon the easement areas.
- Buildings/Structures: Neither the Dominate Estate Owner or the Servient Estate Owner shall locate any buildings, structures, septic systems with drain fields, ponds, or swimming pools within the easement area or plant any trees within the Easement Area where tile lines exist. The Servient Estate Owner shall own all trees and growing crops within the easements areas but shall not be required to maintain the access area free of trees and brushy vegetation.
- Limitation of Broker Liability: Attorney Fees. Both Dominant Estate Owner and Servient Estate Owner acknowledge and agree that Broker and Broker's agents are not liable for any representations or warranties made to induce either party to enter into this Easement Agreement, or for the performance or non-performance obligations or responsibilities by either party. Dominant Estate Owner and Servient Estate Owner acknowledge that they are solely responsible for the decision to enter into this Easement Agreement and for the compliance with its terms. Broker has not provided any advice to either party regarding their legal rights and responsibilities with respect to this Easement Agreement. Dominant Estate Owner and Servient Estate Owner are strictly responsible for verification of any information provided to them by Broker in connection with this Easement Agreement, and agree to hold Broker harmless from any and all claims, whether arising in contract, tort, or equity, of any kind, including any claims monetary damages and costs, or any type, and waive the right to bring any such claim against Broker. If Broker is named as a party in any litigation involving Dominant Estate Owner and/or Servient Estate Owner or either of their successors, assigns, or affiliated parties, or in any way relating to this Easement Agreement or the execution of this Easement Agreement, they shall indemnify Broker and shall each be responsible for 50 percent of Broker's costs, including reasonable attorney fees, incurred in defense of such action. This provision shall survive the termination of the Easement Agreement.
- Additional Conditions: In the event it becomes necessary for the Dominant Estate Owner to enter upon the easement areas, as prescribed in the Purpose and Notice paragraphs above, the Dominant Estate Owner shall warrant that such actions stay within the boundaries of the Easement Area and shall perform said work in a timely fashion and in such a manner as to

cause minimal inconvenience to the Servient Estate Owner in the effected Easement Area. The Dominant Estate Owner undertaking such actions shall upon completion of its efforts, restore any disturbed or excavated areas to a condition reasonably similar or better than existed prior to that condition existing at the time of entry and shall take due care to repair any damage done to the drainage tile system and shall compensate Servient Estate Owner for any growing crop damages caused by way of its actions on the real estate of the servient estate. The Dominate Estate Owner shall indemnify and defend Servient Estate Owner harmless from all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees and disbursements, arising from any negligence or misconduct in connection with Dominate Estate Owner or any of its representatives, contractors, employees, or others acting at its behest relating to the actions or inactions of the Dominate Estate Owner in relation to the easement and entry on the property of the Servient Estate Owner.

- 7. Successors and Affiliated Parties: This Easement Agreement shall bind and benefit the Owners, and their respective heirs, successors, lessees, licensees, assigns, and affiliated parties asserting rights by or acting on their behalf, including secured lenders, agents, attorneys, court-appointed trustees or receivers, and insurance representatives.
- 8. Interest in Realty. The easement rights granted by this Easement Agreement shall be for use of the benefited properties over and across the burdened properties and shall be an appurtenance to each benefited property and run with the land.
- 9. Integrated Agreement. This Easement Agreement contains the entire understanding of the parties regarding the conveyance of these easements and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Easement Agreement.
- 10. Modification. Any waiver, alteration, or modification of any of the provisions of this Agreement shall not be valid unless in writing and signed by the parties.
- 11. Governing Law. This Easement Agreement is governed by Michigan law. Jurisdiction for any disputes under this Agreement shall lie in Isabella County, Michigan.

Servient Estate Owner:

Dominate Estate Owner

Craig McClintic  
By: Craig McClintic, Trustee of the Craig and Margaret McClintic Trust

Craig McClintic  
By: Craig McClintic, Trustee of the Craig and Margaret McClintic Trust

Margaret McClintic  
By: Margaret McClintic, Trustee of the Craig and Margaret McClintic Trust  
Margaret A.  
State of Michigan  
County of Gratiot

Margaret McClintic  
By: Margaret McClintic, Trustee of the Craig and Margaret McClintic Trust

On this 19 day of June, 2023, before me, personally appeared Craig McClintic, the signor of the foregoing Easement Agreement, signor, as trustee by and on behalf of the Craig and Margaret McClintic Trust.

Notary Public: Jeffrey R. Bean  
Jeffrey R. Bean  
Commission Expires: 12.23.27  
Isabella County, Acting in Gratiot County, MI

State of Michigan  
County of Gratiot

On this 19 day of June, 2023, before me, personally appeared Margaret McClintic, the signor of the foregoing Easement Agreement, signor, as trustee by and on behalf of the Craig and Margaret McClintic Trust

Notary Public: Jeffrey R. Bean  
Jeffrey R. Bean  
Commission Expires: 12.23.27  
Isabella County, Acting in Gratiot County MI

Prepared by:  
Jeffrey R. Bean, Broker  
6675 N. Whiteville Road  
Rosebush, MI 48878

When Recorded Return to:  
Craig McClintic  
926W. Harrison Road  
Alma, MI 48801

Recording Fee:  
\$30.00



## EXHIBIT "A"

Real property located in the  City  Township  Village of Arcada, County of Gratiot, Michigan, commonly known as approximately and unofficially 501 W. Harrison Road, Tax Parcel No. 01-013-004-20 created 4-13-23:

A PARCEL OF LAND BEING PART OF THE E. 1 / 2 OF THE NW 1 / 4 OF SECTION 13, T.11N.-R.3W., ARCADA TOWNSHIP, GRATIOT COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE N. 1/4 CORNER OF SECTION 13, THENCE S 00°-15'-43" W ALONG THE N-S 1/4 LINE 2634.45 FEET TO THE C. 1/4 CORNER OF SECTION 13, THENCE N 89°-55'-17" W ALONG THE E-W 1/4 LINE 1300.54 FEET TO THE W. 1/8 LINE, THENCE N 00°-10'-13" E ALONG THE W.-1/8 LINE 1317.27 FEET, THENCE S 89°-22'-37" E 633.72 FEET, THENCE S 03°-09'-02" E 15.34 FEET, THENCE S 89°-55'-03" E PARALLEL WITH THE N. SECTION LINE 634.90 FEET, THENCE N 00°-15'-43" E PARALLEL WITH THE N-S 1/4 LINE 1338.56 FEET TO THE N. SECTION LINE, THENCE S 89°-55' -03" E ALONG THE N. SECTION LINE 33.00 FEET TO THE POINT OF BEGINNING AT THE N. 1/4 CORNER. PARCEL CONTAINS 40.00 ACRES.