



EASEMENT – HOLD HARMLESS LETTER
CITY OF NOVI
Community Development Department
(248) 347-0415

REFERENCE: Subdivision: _____ Lot No. _____

Address: _____

Please be advised that the undersigned has requested permission to construct _____ improvements (hereinafter “the Improvements”) within and area designated and consisting of a utility or drainage easement area. In accordance with Section 4.06 F(2) of the City’s Subdivision Ordinance, the undersigned shall construct the Improvements subject to the following conditions:

- The location of the structure will not interfere with the use, operation or maintenance of any City utility or drain.
- If an underground utility is located within the easement, the proposed structure shall not include any construction below grade.
- The applicant shall obtain the approval of all private utilities with facilities within the easement.
- The location, design and construction of the structure otherwise complies with the City of Novi Design and Construction standards and other ordinances.

Additionally, the undersigned acknowledges and affirms that the City has agreed to permit construction of the Improvements, subject to the following conditions:

In General.

The undersigned agrees to, and hereby does, release, indemnify, and hold harmless the City from any and all claims, demands, causes of action, or damages of any kind or nature against the City, its consultants, employees, agents, representatives, or designees (hereinafter collectively “the City”), brought by the undersigned or others, arising by reason of, or in any way associated with, the City’s permission to construct the Improvements within utility or drainage easement areas. This includes, without limitation, claims, demands, costs, or judgments against the City whether such liability, loss, or damage is due or claimed to be due to the negligence of the undersigned, its subcontractors, the City of Novi, its consultants, officers, agents, and employees.

In Respect to the Improvements

The undersigned also agrees to, and hereby does, release, indemnify, and hold harmless the City and accepts all risks of loss associated with respect to the improvements themselves, as a result constructing them within the utility or drainage easement area. The undersigned further holds harmless the City for any and all damages which may be sustained to the subject the Improvements, if the City damages, removes, or destroys said improvements in the maintenance and repair of the facilities under, in, upon, over, and/or across the utility or drainage easement area. In this regard, but not in limitation of the foregoing provision, undersigned understands and agrees that, at any time, the

City, shall have the unrestricted superior right to demolish and remove all or any portion of the Improvements from the utility or drainage easement area should the City desire or need, in its sole discretion, to gain access to or use the utility or drainage system facilities within the easement area. In such event, the City shall not in any way, be liable or responsible to reimburse the undersigned for the Improvements, damage to the Improvement, replacement cost or otherwise. The construction and use of the utility or drainage easement area is at the undersigned's own risk of loss, which risk is accepted by undersigned.

The undersigned acknowledges that the City is under no obligation, in law or equity, to permit the activity contemplated hereunder. Permission is based upon the unique circumstances of this application and shall have no bearing or effect on the City's rights or authority with respect to any other requests by the undersigned or any other property owner within the City.

The undersigned agrees, as owner of the above-described Property, that this document may be recorded, and that the representations and obligations herein are binding upon its successors and assigns.

SIGNATURE: _____
Print Signature Name

TITLE: _____ COMPANY: _____

WITNESS: _____
Signature Print Signature Name

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

Subscribed and sworn before me this _____ day of _____, 20 ____.
_____, Notary Public _____, County, Michigan.

My Commission Expires: _____