



Lead Service Line Replacement – Private Property Access

This document summarizes a few private property access options for lead service line (LSL) replacement activities. These examples highlight the diversity of approaches communities have taken to gain private property access. Information from the www.lslr-collaborative.org website was used, as well as examples from communities across the state. This guidance is for informational purposes only and is not an endorsement of any particular approach. If you have any questions, contact the Revolving Loan Section at 517-284-5433.

Note: the proposed Michigan Lead and Copper Rules currently state that LSLs are to be replaced at the system's expense. If these draft rules are promulgated as currently proposed, the options for financing future LSL replacements may be impacted.

1. Ordinance
 - a. Immediate Replacement: An ordinance can be passed requiring inspection of service line material and replacement of any LSL discovered. Replacement can be done by the municipality or the ordinance could require that the homeowner replace the LSL. The municipality/utility would then have the authority to discontinue water service and/or charge the owner a penalty for failing to replace the LSL.¹
 - b. Future Replacement: An ordinance can be passed requiring that a lead service line be replaced when:
 - i. discovered during water main replacements² (see Example A);
 - ii. discovered during service line repair³;
 - iii. if a known LSL is leaking or has been disturbed.
2. Legal Agreement: A legal agreement between the municipality and the homeowner can be signed, providing access to private property for the purpose of LSL replacement. The city of Grand Rapids has used an agreement for LSL replacement. The agreement details what the city proposes to do and that the homeowner grants access to do those activities (see Example B). Detroit also uses an agreement (see Example C).
 - a. In both examples, ownership of the new service line, after replacement, is with the city.
 - b. Also in both examples, the city can turn off water service and/or seek court-ordered access if it is not granted by the property owner.
 - c. Detroit also uses a Tenant Water Service Line Replacement Acknowledgement form (see Example D).
 - d. Detroit uses a Declination of Participation form – the property owner can sign a form saying they decline replacement of the LSL (see Example E).
3. On-Bill Financing Program: In the city of Grand Haven, an On-Bill Financing Program is being used to fund the replacement of service lines. This program involves a special assessment for the costs of the service line replacement that the property owner then

¹ LSLR Collaborative, Waterloo 2016 <https://www.lslr-collaborative.org/requiring-lsl-replacement.html>

² LSLR Collaborative, Two Rivers WI 2017 <https://www.lslr-collaborative.org/requiring-lsl-replacement.html>

³ LSLR Collaborative, NYC code <https://www.lslr-collaborative.org/requiring-lsl-replacement.html>

repays in installments. A Special Assessment Agreement is used (see Example F). In this example, ownership of the service line is maintained by the property owner. The city of Grand Haven also uses an easement, in conjunction with the Special Assessment Agreement, as part of the On-Bill Financing Program.

4. Door Hanger Consent Form: A simple agreement-type form has been used in the city of Flint granting access for private property LSL replacement. The document must be signed by the property owner. For rental properties, the form would be signed by the tenant and the owner (see Example G).
5. Easement: An easement can be used for granting limited access to private property for LSL replacement without the utility retaining ownership of the service line. The city of Grand Haven uses an easement (see Example H).

In some cases, the community or utility owns the service line. In the example of the city of Lansing, the Lansing Board of Water and Light owns the service line and has developed a LSL Replacement Program. In Lansing, access is normally just a matter of coordinating with the homeowner, but it ultimately comes down to a condition of service. Lansing has not used easements, but counts on good customer interaction and follow-through.⁴

⁴ Lansing Board of Water and Light presentation
<https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&ved=0ahUKEwiv9qqy7evZAhXL34MKHf8WBn8QFggYMAA&url=https%3A%2F%2Flbwl.com%2FCommunity-Impact%2FWater-Quality%2FLead-Service-Line-Replacement-Presentation%2F&usg=AOvVaw2fvG92QGgJBxEDFbEaN91A>

Example A

City of Two Rivers, WI 2017 Ordinance regarding LSL Replacement

<http://www.two-rivers.org/municipal-code/title-05.php#5-1-8>

Sec. 5-1-8 Water Service Replacement

(a) INTENT AND PURPOSE. The City Council finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead or lead-contaminated water services in use within both the City's water system and in private systems and, to that end, declares the purposes of this section to be as follows:

- (1) To ensure that the water quality at every tap of utility customers meets the water quality standards specified under the federal law;
- (2) To reduce the lead in the City's drinking water to meet the Environmental Protection Agency (EPA) standards and ideally to a lead contaminant level of zero in city drinking water for the health of City rate payers; and
- (3) To meet the Wisconsin Department of Natural Resource (WDNR) requirements for local compliance with the Lead and Copper Rule (see 56 CFR 6460, 40 CFR parts 141.80—141.90 and Wis. Admin. Code §§ NR 809.541—809.55).
- (4) To eliminate leaks due to pipe material or joint deterioration.

(b) Water System Maintenance, Repair and Reconstruction

- (1) Inspection required. The utility director or duly authorized agent shall inspect private connections to the public water mains at the time that the utility system is to be maintained, repaired or reconstructed, or when deemed appropriate by the utility director.
 - (a) Any existing private lead water lateral shall be considered illegal. Other laterals shall also be considered illegal if contaminated with lead.
 - (b) Prior to the actual reconstruction of the water main and lateral system, each property owner shall be given written notice of the project. Such notice shall be made not less than 30 days prior to commencement of the actual work.
 - (c) As the reconstruction progresses, the utility director or duly authorized agent shall inspect each private water lateral connection for the presence of lead. In the event inspection had been made previously, the utility director or duly authorized agent shall determine the condition of the private water connection from inspection records.
 - (d) In the event that the private water lateral does not contain lead, the city shall reconnect the same to the utility system at an appropriate point near the right-of-way line.
 - (e) In the event that the private water lateral is found to contain lead, the utility director or duly authorized agent shall immediately notify the owner in writing of that fact.
- (2) Owner to replace service. The owner shall, at the owner's expense, replace the lead water lateral or water lateral contaminated with lead. In all cases, the city shall supply an appropriate connection point as part of its work. The owner may elect to:
 - (a) Contract with licensed contractor to complete the repair. Work needed to accomplish the repair shall be done at the expense of the owner. Within 30 days of the giving of notice of deficiency under subsection (2)(a)5 of this section, proof of arrangements for repair shall be provided to the utility director or duly authorized agent and within 90 days of the giving of notice the repairs shall be completed.
 - (b) Have the City's contractors, if available, complete the repair.
 - (i) The City may, as part of any project, request unit bid prices for the calculation of the cost of making appropriate repair to the private building water laterals.
 - (ii) If available, and should the owner select this option, the owner will be charged the entire cost of making the repair, except to the extent a City policy provides an exception to a portion of the costs.

(c) AUTHORITY TO DISCONTINUE SERVICE. As an alternative to any other methods provided for obtaining compliance with the requirements of this Code regarding replacement of illegal private water laterals, the utility may, no sooner than 30 days after the giving of written notice, discontinue water service to such property served by illegal private water lateral after reasonable notice and an opportunity for hearing before the City Utilities Committee under Wis. Stats. Ch. 68.

Example B

WATER SERVICE LINE REPLACEMENT AGREEMENT

PURPOSE - The purpose of this Agreement is to set forth the terms and conditions pursuant to which the City of Grand Rapids (the "City") will provide a new water service line to the undersigned owner's property located at _____ . The existing lead private water service line will be disconnected and replaced with a new private water service line to accomplish a full non-lead service line replacement from the water meter to the water main.

This Agreement anticipates that a contract will be awarded by the City for the work to be performed under this Agreement.

CONSIDERATION - Each party agrees that the promises made by the other party and the benefits to be derived from their execution are full and sufficient consideration for entering into this Agreement.

THE CITY WILL – (the City hereby promises to):

1. do a pre-inspection of the water service line as it enters inside the building and connects to the meter to determine if the meter setting is correct and if the meter should be replaced. If necessary, either or both of these items will be corrected/replaced at no cost to the undersigned owner of the property and building (the "Owner");
2. have a new non-lead private water service line constructed at City expense, from the curb box in the public right-of-way to the water meter on the Owner's property including the meter setting and any necessary connections to reset the water meter. The existing private service line will be disconnected and capped off inside the building;
3. restore the Owner's property disturbed by construction, including seeding of grass areas on the property and restore the interior portions of the building on the property disturbed by such work;
4. require the contractor doing the work to provide adequate insurance to protect the Owner against any loss that may result from damage caused by negligent construction

operations on the Owner's property, and require the contractor to provide the City with proof of such coverage; and

5. guarantee to the Owner that any work done shall be free from defects in material and workmanship for a period of one year from its completion.

THE OWNER WILL – (the Owner promises to):

1. confirm that the Owner(s) is the only owner or owners of the above referenced property;

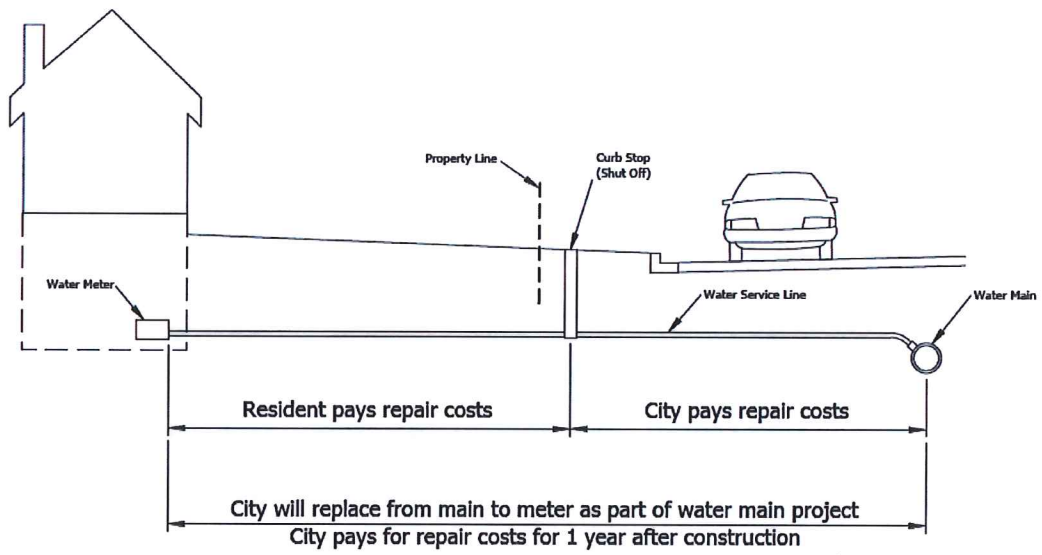
2. permit temporary access and right of entry to and upon the above-referenced property to the City and the City's designated contractor(s) to perform a pre-inspection as described above, to enable construction and testing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period;

3. assume full responsibility for the maintenance, repair, and replacement of the private part of the water service line, located on the above-referenced property, after expiration of the guarantee period. After the end of the guarantee period of one year, the responsibility of each party (City and the Owner) shall be as shown on the diagram below; and

4. hold the City harmless and free from any claim or liability for damage done in performance of the water service line replacement work.

City of Grand Rapids Water System

Water Service Line Responsibility



MISCELLANEOUS TERM: The responsibility of the maintenance, repair, and replacement of the water service located in the public right-of-way will be pursuant to City of Grand Rapids Water System Rules and Regulations.

Signed by Owner(s) the _____ day of _____, 20____.

Owner – Signature

Owner – Signature

Owner – Print Name

Owner – Print Name

Land Contract Holder(s)

Signed by City this _____ day of _____, 20____.

City Manager or Designee – Signature

Print Name /Title

P:Forms/wlsagmt3.30.17



WATER SERVICE LINE REPLACEMENT AGREEMENT

This Agreement made this ____ day of _____, 2018 by and between the City of Detroit's Department of Water and Sewerage Department ("DWSD") and _____ ("Owner").

PURPOSE - The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Detroit Water and Sewerage Department ("DWSD") will provide a new water service line to the undersigned owner's property located at _____, described as Tax Parcel No. _____ (the "Property"). The existing private lead water service line will be disconnected and replaced with a new private water service line to accomplish a full non-lead service line replacement from the water meter to the water main.

This Agreement anticipates that a contract will be awarded by the DWSD for the work to be performed under this Agreement. This Agreement is **not effective** unless and until a contract is awarded by DWSD for the work to be performed under this Agreement.

CONSIDERATION - Each party agrees that the promises made by the other party and the benefits to be derived from their execution are full and sufficient consideration for entering into this Agreement.

A. DWSD'S RESPONSIBILITIES (DWSD agrees to)

1. Do a pre-inspection of the water service line as it enters inside the building and connects to the meter to determine if the meter setting is correct and if the meter should be replaced. If necessary, either or both of these items will be corrected/replaced at no cost to the undersigned owner of the property and building

2. Have a new non-lead private water service line constructed, at DWSD's expense, from the

curb box in the public right-of-way to the water meter on the Owner's property including the meter setting and any necessary connections to reset the water meter. The existing private lead service line will be disconnected and capped off inside the building;

3. Restore the Owner's property disturbed by construction, including seeding of grass areas on the property and restore the interior portions of the building on the property disturbed by such work, to the same condition the property was in prior to the commencement of the work described in this Agreement;

4. Require the contractor doing the work to provide adequate insurance to protect the Owner against any loss that may result from damage caused by negligent construction operations on the Owner's property, and require the contractor to provide the DWSD with proof of such coverage; and

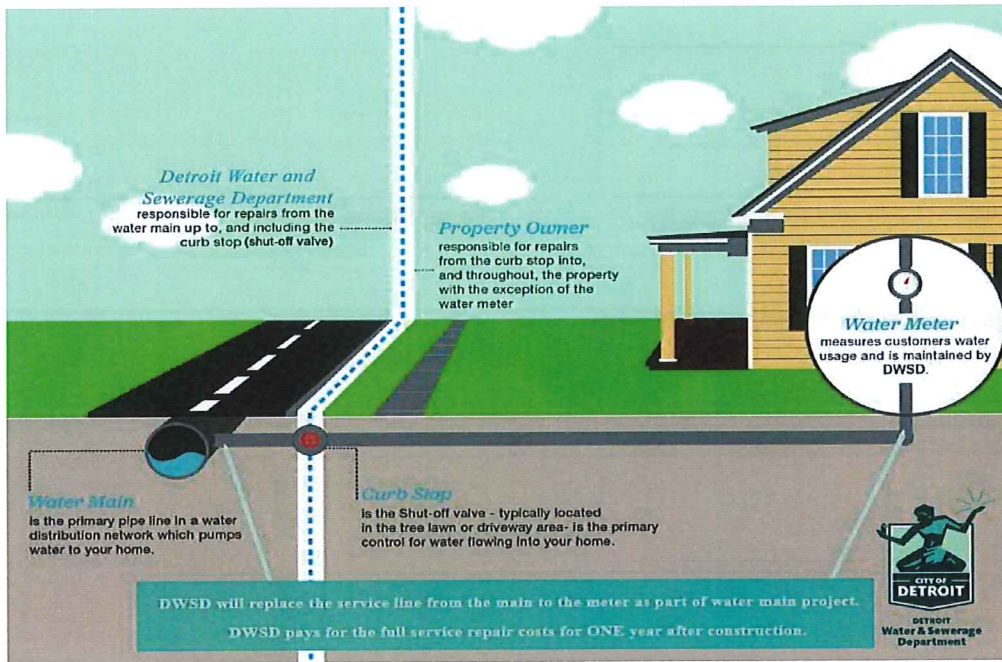
5. Guarantee to the Owner that any work done shall be free from defects in material and workmanship for a period of one year from its completion ("Guarantee Period").

B. OWNER RESPONSIBILITIES – (the Owner agrees to):

1. Warrant and represent that it is the only owner or owners of the above referenced property; Owner agrees and understands that any breach of this Clause is a material breach and as such, Owner agrees to indemnify and hold harmless DWSD, its employees, agents, Directors and Board of Water Commissioners, for any lawsuits, claims or damages that arise from Owner's breach of this clause.

2. Permit temporary access and right of entry to and upon the above-referenced property to DWSD and DWSD's designated contractor(s) to perform a pre-inspection as described in paragraph A(1) herein, to permit construction and testing of the new private water service line and to permit any needed adjustments, maintenance, or repairs during the Guarantee Period;

3. Assume full ownership and responsibility for the maintenance, repair, and replacement of the private part of the water service line, located on the Property, after expiration of the Guarantee Period. Owner agrees and understands that at the conclusion of the Guarantee Period, DWSD will only be responsible for the repair, maintenance and replacement of the service line between the curb stop and the water main, as shown on the diagram below; and



DWSD pays for repair costs no more than one year from date of construction

4. Hold DWSD, its employees, Directors, agents and Board of Water Commissioners; harmless and free from any suits, claims, liabilities, damages, injuries caused in connection with its performance of the work described in this Agreement.

C. MISCELLANEOUS TERMS:

1. The responsibility of the maintenance, repair, and replacement of the water service line located in the public right-of-way will be pursuant to city ordinances.
2. This Agreement is a legally binding document and your signature will commit you to its terms. You acknowledge that you have been advised to discuss all aspects of this Agreement with an attorney, that you have carefully read and fully understand all of the provisions of this Agreement and that you are voluntarily entering into this Agreement.

 Owner – Signature Date

 Owner – Signature Date

 Owner – Print Name

 Owner – Print Name

Land Contract Holder(s)

Owner Address (if different from property)

Owner Phone Number

DEPARTMENT OF WATER AND SEWERAGE

Engineer or Designee – Signature Date

Print Name /Title

Approved as to Form:

General Counsel



Tenant Water Service Line Replacement Acknowledgement

In consideration of the Detroit Water and Sewerage Department’s (“DWSD”) efforts to remove lead water services, the owner has given permission per the attached signed agreement to DWSD and/or its officials, employees, or contractors to excavate, investigate, and replace non-copper water services on the property described below:

This property is described as Tax Parcel No. _____ and the street address is _____.

The Tenant will permit temporary access and right of entry to and upon the above-referenced property to DWSD and DWSD’s designated contractor(s) to perform a pre-inspection, to enable construction and testing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period.

This Agreement is subject to the following provisions:

- (1) Where investigation indicates that lead water service materials are present, they will be replaced with non-lead water service materials.
- (2) All property disturbed by construction will be restored, including seeding of grass areas on the property and interior portions of the building on the property disturbed by such work.
- (3) Piping inside buildings beyond the water meter will not be replaced.
- (4) DWSD guarantees that any work done shall be free from defects in material and workmanship for a period of one year from its completion.
- (5) The cost of replacing lead water service materials will be the City’s responsibility.
- (6) The Tenant agrees to hold DWSD and its contractors harmless for any damage in performance of the water service line replacement work described in the attached Water Service Line Replacement Agreement.

Signed this date: _____, 2018.

Phone: _____

Printed Name Tenant 1

Signature of Property Tenant 1

Printed Name Tenant 2 (If Joint)

Signature of Property Tenant 2 (If Joint)

**DECLINATION OF PARTICIPATION IN THE WATER AND SEWERAGE
DEPARTMENT'S PHASE I LEAD WATER SERVICE LINE REPLACEMENT
PROGRAM**

The City of Detroit's Water and Sewerage Department is in the process of making repairs to the water mains in my area and has recommended that I participate in its Phase I Lead Water Service Line Replacement Program that allows for the replacement of my lead water service line. I understand that DWSD will replace my lead service line from the water main to my property line and DWSD is offering to replace my lead service line on private property at no charge.

I acknowledge that I am aware of the following facts:

- Partial lead service line replacement is associated with elevated drinking water lead levels for some period of time after replacement. Elevated lead in water can continue for months following a partial lead service line replacement.
- If present, elevated levels of lead can cause serious health and development problems, especially for pregnant women and young children. In adults, long-term lead exposure can result in increased blood pressure and hypertension and coronary heart disease.
- That the State of Michigan is in the process of revising its Lead and Copper Rule and it is possible that the final version of the Lead and Copper Rule will require all lead service lines in the City of Detroit to be replaced within the next 20 years. Therefore, if I decline to participate at this time, it may be up to 20 years before DWSD will be able to replace my lead water service line and cost assistance may not be available at that time.

Despite these facts, I am choosing to decline participation in the Phase I program for the following reasons: _____

I have read and fully understand the information on this declination form.

Signature: _____ Date: _____

Name (print): _____ Phone: _____

Address: _____

Example F

SPECIAL ASSESSMENT AGREEMENT

This Special Assessment Agreement is made as of _____, 20___, between the City of Grand Haven, a Michigan municipal corporation of 519 Washington Ave., Grand Haven, MI 49417 (the "City"), and _____, of [Name(s) or property owner(s)] [An individual, husband and wife, corporation, limited liability company, partnership, association, trust, or other ownership]

_____, [Street address] _____, [City] _____, [State] _____, [Zip] _____ (the "Property Owner").

RECITALS

- A. The Property Owner is the record title holder of real property in the City the address, tax parcel number and legal description of which are provided in the attached **Exhibit A** (the "Property").
- B. The City is undertaking a project within the right-of-way adjacent to the Property that includes constructing, replacing, or improving a City utility line as stated in Exhibit A (the "City Utility Line").
- C. The Property Owner wishes to see a new service line constructed and installed on the Property from the City Utility Line to the outside wall of the principal structure on the Property within an Utility Easement the Property Owners granted to the City (the "Easement") as generally depicted on the attached Exhibit A (the "Service Line").
- D. The Property Owner wishes to have the City specially assess the cost of constructing and installing the Service Line to be specially assessed against the Property so that it can be paid in installments.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement the parties agree as follows:

1. Request, Waiver, and Consent. This Agreement constitutes and shall be treated by the Property Owner's petition to the City to construct and install the Service Line in the Easement as generally depicted on the attached Exhibit A (the "Project") in accordance with the proposal made by a contractor the City and the Property Owner both have determined to be acceptable that was submitted to the City and the Property Owner pursuant to the request of the Property Owner, a copy of which is attached as Exhibit B (the "Contractor's Proposal"), and to specially assess the Property for the costs of the Project as provided in the Contractor's Proposal (the "Estimated Project Costs") in accordance with Article 10 of the City Charter of the City.

- A. The special assessment district shall consist only of the Property and the Property shall be the only parcel listed on the special assessment roll and the only parcel to which the costs of the Project will be assessed.
- B. The special assessment shall be in the amount of the Estimated Project Costs (the "Assessment"). This Agreement constitutes the special assessment roll.
- C. The City Council's approval of this Agreement constitutes approval of the Project, a finding that it is necessary, the approval of the special assessment district and confirmation of the special assessment roll.

D. The Property Owner waives any rights the Property Owner may have to notices and hearings on whether or not to undertake the Project, on establishing the special assessment district, or on the special assessment roll.

E. The Property Owner irrevocably consents to (i) the Project; (ii) the creation of the special assessment district as provided in this section; (iii) the amount of the Assessment; and (iv) the confirmation of the special assessment roll.

F. The Property Owner holds the City (including for purposes of this section, its officers and employees) harmless from, indemnify it for and defend it against any liability, claims, lawsuits, administrative or other proceedings by any other parties of interest in the Property due to the special assessment levied pursuant to this Agreement or the failure to provide notices, hold hearings, or follow other procedures in Article 10 of the City Charter of the City or any City ordinance provisions.

2. Construction. To better coordinate construction and installation of the Project with any other work being undertaken on the Property and to better ensure satisfactory restoration of the Property after completion of the Project, the Property Owner shall enter into a contract with the Contractor that provided the Contractor's Proposal (the "Contractor") for construction and installation of the Project at a cost not to exceed the Estimated Project Costs. Before the Property Owner signs the construction contract with the Contractor, the City shall review and approve the form of the Contract with the Contractor for the construction and installation of the Project to ensure it meets City standard terms and conditions.

3. Reimbursement. The City shall directly pay the Contractor for the construction and installation of the Project when the Property Owner or contractor submits to City Staff a request for payment accompanied by waivers of construction, material supplier and contractor (including any subcontractor) liens, and accompanied by such other information as may reasonably be requested by City Staff. Payment shall be based on the terms of the Contractor's Proposal and the approved construction contract but the total amount of any payment(s) shall not exceed the Estimated Project Costs.

4. Special Assessment Payments.

A. The Assessment shall be payable in ___ equal annual installments of principal plus interest on the unpaid principal balance at the rate of ___% per annum from the date the first payment to the Contractor is made.

B. However, to better ensure ease of payments and billing, the Assessment installments shall be divided into monthly, bi-monthly, or quarterly amounts to be billed on the City's regular Utility billings.

C. Amounts paid will be credited against the outstanding principal and interest due on the Assessment. Amounts paid will first be applied against any penalties or late fees, then against any accrued interest, and finally against principal.

D. The Assessment and any outstanding balance of principal plus any accrued interest and any penalties and fees due to late payments, may be paid in full at any time without any prepayment penalty. The Assessment shall be lien against the Property as provided in Article 10 of the City Charter and applicable state law. The Assessment shall be collectable and the lien enforced as provided in Article 10 of the City Charter and applicable state law.

5. General Terms.

A. This Agreement is the entire understanding between the parties with respect to its subject matter, and any prior discussion, negotiations and agreements between the parties are merged into this Agreement. No amendment or modification of this Agreement shall be enforceable except if in writing and signed by all parties. The captions are for reference only and shall not affect the interpretation of this Agreement. More than one copy of this Agreement may be signed, but all constitute but one agreement. This Agreement was made in Grand Haven, Ottawa County, Michigan, and shall be governed by and construed in accordance with the laws of the State of Michigan.

B. To the extent not prohibited by law, in any action brought pursuant to or to enforce any provision of this Agreement the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, reasonable attorneys' fees and other

legal costs incurred to bring, maintain, or defend any such action through any and all appellate and collection proceedings.

C. This Agreement shall be recorded with the Ottawa County Register of Deeds and shall be filed with the City Treasurer and City Utility Billing Office.

D. This Agreement shall be binding on the parties and their respective heirs, successors, assigns, and grantees.

[Signed on Next Page]

For individual

[Type individual's name]

[Individual's signature]

STATE OF MICHIGAN
COUNTY OF OTTAWA

On _____, 20__, _____, who
is either personally known to me or who showed a
Michigan driver license as identification,
acknowledged the signature on this easement.

[Notary's signature]

*

[Type or print notary's name]
Notary public, _____ County, MI
Acting in Ottawa County, MI
My commission expires: _____

Drafted by:
Patrick McGinnis, City Manager
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

When recorded, return to:
Linda Browand, City Clerk
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

For husband and wife

[Type one spouse's name]

[Individual's signature]

[Type other spouse's name]

[Individual's signature]

STATE OF MICHIGAN
COUNTY OF OTTAWA

On _____, 20____, _____ and
_____ who are either personally known
to me or who showed a Michigan driver licenses as
identification, acknowledged their signatures on this
easement.

[Notary's signature]

*

[Type or print notary's name]
Notary public, _____ County, MI
Acting in Ottawa County, MI
My commission expires: _____

Drafted by:
Patrick McGinnis, City Manager
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

When recorded, return to:
Linda Browand, City Clerk
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

For trust. **A copy of a certificate of trust is needed to record the easement.**

[Type name of trust]

STATE OF MICHIGAN
COUNTY OF OTTAWA

On _____, 20____, _____ who is
either personally known to me or who showed a
Michigan driver licenses as identification,
acknowledged the signature on this easement.

[Notary's signature]

*

[Type or print notary's name]
Notary public, _____ County, MI
Acting in Ottawa County, MI
My commission expires: _____

Drafted by:
Patrick McGinnis, City Manager
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

When recorded, return to:
Linda Browand, City Clerk
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

For a corporation, LLC, association, or partnership

[Type name of entity matching the name written above]

By: _____
[Trustee's signature]

[Type signer's name]

Its _____
[Type name of position, e.g., member, president, general partner]

Drafted by:
Patrick McGinnis, City Manager
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

STATE OF MICHIGAN
COUNTY OF OTTAWA

On _____, 20____, _____ and _____ who is personally known to me or who showed a Michigan driver licenses as identification, acknowledged the signature on this easement.

[Notary's signature]

* _____
[Type or print notary's name]
Notary public, _____ County, MI
Acting in Ottawa County, MI
My commission expires: _____

When recorded, return to:
Linda Browand, City Clerk
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Alternative signature page:

If there is another type of ownership such as a joint tenancy, tenants in common, or condominium, consult the City attorneys.

The parties have signed this Agreement as of the date first written above.

CITY OF GRAND HAVEN

STATE OF MICHIGAN
COUNTY OF OTTAWA

By: _____
Geri McCaleb, Mayor

On _____, 2017, Geri McCaleb, Mayor, and Linda Browand, Clerk, of the City of Grand Haven, who are personally known to me, acknowledged signing this document on behalf of the City.

By: _____
Linda Browand, Clerk

*
Notary Public, Ottawa County, MI
Acting in Ottawa County
My commission expires: _____

THE PROPERTY OWNER

STATE OF MICHIGAN
COUNTY OF _____

By: _____

On _____, 2017, _____, who is either personally known to me or who presented a driver's license for identification, appeared before me and acknowledged signing this document on behalf of ~~North Ottawa Community Hospital.~~
the City.

*
Notary Public, _____ County, MI
Acting in _____ County
My commission expires: _____

Drafted By:
Scott G. Smith
DICKINSON WRIGHT PLLC
200 Ottawa Ave., NW, Suite 1000
Grand Rapids, MI 49503

When Recorded Return To:
Linda Browand, City Clerk
519 Washington Ave.
Grand Haven, MI 49417

EXHIBIT A

PROPERTY ADDRESS, TAX PARCEL NUMBER AND LEGAL DESCRIPTION:

TYPE OF CITY UTILITY LINE (water or sanitary sewer):

**DEPICTION OF CITY UTILITY LINE, UTILITY EASEMENT AREA, AND GENERAL LOCATION
SPECIFICATIONS FOR SERVICE LEAD:**

EXHIBIT B
CONTRACTOR'S PROPOSAL

GRAPIDS 57570-1 466942v4

Your neighborhood has been selected to have your water service line replaced in coming weeks

Please read this material so you know what to expect.



Permission is subject to the following provisions:

- (1) Where investigation indicates that non-copper water service materials are present, they will be replaced with new water service materials.
- (2) All turf areas disturbed by the service line replacement will be seeded and mulched as soon as practicable. Pavement areas that are disturbed will be replaced with similar pavement surfaces. The city will not be responsible for any damage to trees or landscaping affected by the replacement of the service line.
- (3) Piping inside buildings beyond the water meter will not be replaced.
- (4) The property owner will continue to be the owner of the water service materials being replaced by the City, and shall continue to be the owner and responsible party for the water service materials beyond the curb stop and into the home.
- (5) The cost of replacing non-copper water service materials will be the City's responsibility.
- (6) The permissive rights set forth herein shall start as of the date the property occupant signs this release and shall terminate on the date that the contractor completes the work described, but no later than _____.

In consideration of the City of Flint's efforts to remove non-copper water service lines, the undersigned hereby gives permission to the City of Flint and/or its officials, employees, agents, or contractors to excavate, investigate, and replace non-copper water services on the property described below.

This property is described as Tax Parcel No. _____ and the street address is _____.

This instrument contains the entire permit agreement. No other promises have been made except as shown herein.

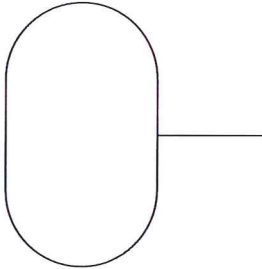
Signed this date: _____

Occupant 2 (if Joint)

Example G

For service lines to be replaced...

1. The non-copper portions of the service line from the water main to your water meter will be replaced at no cost to the homeowner. You must have an active water account with the City of Flint to have your service line replaced.
 2. The homeowner/property owner must give permission to replace the service line. In rental homes, the tenant also must give permission for the service line to be replaced.
 3. You or someone 18 years old must be home while the pipe replacement is taking place.
 4. As part of the pipe replacement, your water may be tested before and after the service line is replaced. Water testing is voluntary, and residents will have to give separate permission for water testing to be done.
 5. Your water will be shut off for a period of four to 24 hours while the line is being replaced. The contractor will make every effort to have your water restored the same day that installation begins.
 6. Please maintain a clear path to the water meter and clear material away from the water meter so work crews can run the replacement pipe to it.
 7. The contractor will flush the water in your home for 15 minutes after the pipe is replaced to remove any residue or sediment from the water line. You should flush your pipes a second time for at least 15 minutes once the contractor has left. This should cost you less than 10 cents for the additional water usage. You will be provided with a water filter and/or filter replacement cartridges by CORE or the lease continues to use your water filters for at least 6 months until you receive further notice from the City.
 8. All turf areas disturbed by the service line replacement will be seeded and mulched as soon as practicable. Pavement areas that are disturbed will be replaced with similar pavement surfaces. The city will not be responsible for any damage to trees or landscaping affected by the replacement of the service line.
- Once you have read this material, please sign the attached form and either give it to the person who has come to your home with this door hanger or hold onto it until someone comes to collect it. If you have questions, contact the FAST Start office weekdays between 8 a.m. and 5 p.m. at (810) 410-1133 or email faststart@cityofflint.com.



Example H

UTILITY LINE EASEMENT

_____ of
[Name(s) or property owner(s)] [An individual, husband and wife, corporation, limited liability company, partnership, association, trust, or other ownership]

_____, _____, _____, _____
[Street address] [City] [State] [Zip]

("Grantor"), who owns the parcel described on the attached Exhibit A as the parent parcel ("Grantor's Property"), for the sum of \$1.00, the receipt and sufficiency of which is acknowledged, grants, warrants and conveys to the City of Grand Haven, a Michigan municipal corporation of 519 Washington Ave., Grand Haven, MI 49417 (the "City"), an easement in generally the location depicted on the attached Exhibit A (the "Easement Area") to construct, operate, inspect, maintain, repair, replace or improve a _____ line (the "Utility Line") running from the main in the adjacent right-of-way to the

[water or sanitary sewer] outside wall of the main building on the Grantor's Property together with the right to access the Easement Area and Utility Line across the Grantor's Property, subject to the following terms and conditions:

1. The City shall have no obligation to exercise its rights under this Easement. If the City exercises its rights under this Easement it may specially assess the Grantor for any costs the City incurs to do so together with any administrative costs the City incurs in such effort.
2. The Grantor may construct, operate, inspect, maintain, repair, replace or improve the Utility Line at the Grantor's expense.
3. The City may, but is not obligated to, contract with the Grantor to construct, operate, inspect, maintain, repair, replace or improve the Utility Line and, if it does so, the City may specially assess the Grantor for the amounts paid the Grantor or the Grantor's contractor.
4. The Utility Line shall belong to the City. However, the owner of Grantor's Property, at that owner's cost, shall have the obligation to properly operate, maintain, repair, replace the Utility Line.
5. If the City exercises its rights under this Easement it shall restore the surface of the Easement Area and any other portions of Grantor's Property disturbed by such work to generally the same condition as it was in prior to the City's work.
6. The Grantor shall not construct or install or allow to be constructed or installed any building or other structure within the Easement Area without the City's prior written consent. The Grantor will not grant any other easements within the Easement Area without the City's prior written consent. However, the Grantor retains all other rights in the Easement Area including the rights to install landscaping, sidewalks, driveways and other surface uses of the Easement Area. Additionally, the Grantor shall be responsible for all maintenance of Utility Lines contained within this Easement Area.
7. This Easement shall run with the land and be binding the Grantor's successors, assigns and grantees. After the completion of the construction, replacement or improvement of the Utility Line and the payment in full of any special assessment authorized in sections 1 and 3 above, this Easement shall terminate and the then owner of Grantor's Property shall also own the Utility Line.

[Signed on Next Page]

For individual

[Type individual's name]

[Individual's signature]

STATE OF MICHIGAN
COUNTY OF OTTAWA

On _____, 20____, _____, who
is either personally known to me or who showed a
Michigan driver license as identification,
acknowledged the signature on this easement.

[Notary's signature]

*

[Type or print notary's name]

Notary public, _____ County, MI
Acting in Ottawa County, MI
My commission expires: _____

Drafted by:
Patrick McGinnis, City Manager
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

When recorded, return to:
Linda Browand, City Clerk
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

For husband and wife

[Type one spouse's name]

[Individual's signature]

[Type other spouse's name]

[Individual's signature]

STATE OF MICHIGAN
COUNTY OF OTTAWA

On _____, 20____, _____ and
_____ who are either personally known
to me or who showed a Michigan driver licenses as
identification, acknowledged their signatures on this
easement.

[Notary's signature]

* _____
[Type or print notary's name]

Notary public, _____ County, MI
Acting in Ottawa County, MI
My commission expires: _____

Drafted by:
Patrick McGinnis, City Manager
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

When recorded, return to:
Linda Browand, City Clerk
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

For trust. A copy of a certificate of trust is needed to record the easement.

[Type name of trust]

STATE OF MICHIGAN
COUNTY OF OTTAWA

On _____, 20____, _____ who is either personally known to me or who showed a Michigan driver licenses as identification, acknowledged the signature on this easement.

[Notary's signature]

* _____
[Type or print notary's name]

Notary public, _____ County, MI
Acting in Ottawa County, MI
My commission expires: _____

Drafted by:
Patrick McGinnis, City Manager
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

When recorded, return to:
Linda Browand, City Clerk
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

For a corporation, LLC, association, or partnership

[Type name of entity matching the name written above]

By: _____
[Trustee's signature]

[Type signer's name]

Its _____
[Type name of position, e.g., member, president, general partner]

STATE OF MICHIGAN
COUNTY OF OTTAWA

On _____, 20____, _____ and
_____ who is personally known to me or
who showed a Michigan driver licenses as
identification, acknowledged the signature on this
easement.

[Notary's signature]

*

[Type or print notary's name]

Notary public, _____ County, MI
Acting in Ottawa County, MI
My commission expires: _____

Drafted by:
Patrick McGinnis, City Manager
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

When recorded, return to:
Linda Browand, City Clerk
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

Alternative signature page:

If there is another type of ownership such as a joint tenancy, tenants in common, or condominium, consult the City attorneys.

EXHIBIT A
Description of Parent Parcel (Grantor's Property)

Depiction of Easement Area

GRAPIDS 57570-7 466905v5

