

Solon Township Property Use Agreement

This Municipal Facilities Use Agreement (Agreement) is made this 11th day of October, 2021, between Solon Township (the Township), a municipal entity, whose address is PO Box 253, Cedar, Michigan 49621, and Nicole Corley, (Applicant), whose address is 3094 E Columbus Street Cedar, MI 49621 and

WHEREAS, Solon Township is willing to allow certain uses of its property consistent with protecting the interests of Solon Township, its residents and taxpayers; and

WHEREAS, any such use request shall be decided on a case specific basis by the Township Board based on its policy and proposed use; and

WHEREAS, such permission by the Township Board shall be solely at the discretion of the Township Board and not as of right; and

WHEREAS, Nicole Corley, has made a request to cut tree (as indicated in the photo) from township property adjacent to her property located at 3094 E Columbus Street Cedar, MI 49621 and, start date of October 12, 2021 and end date of October 31, 2021.

WHEREAS, any permission granted requires the Applicant to comply with and meet the requirements outlined in this Agreement below; and

WHEREAS, Solon Township has approved such requested use.

NOW THEREFORE, the parties to this Agreement agree to the following terms and conditions:

1) **Costs and Liabilities.** Applicant shall pay for and be responsible for all costs, expenses, claims, liability of tree of said property.

2) **Indemnity and Hold Harmless.** The Applicant agrees to indemnify and hold the Township harmless from any and all claims, demands or liabilities of whatever kind or nature (including actual attorney's fees) that in any way arise out of Applicant's management and/or use of the property.

3) **Laws and Regulations.** The Applicant shall, at its own cost and expense, comply with all the requirements of all laws and regulations, municipal, state and federal, now in force.

4) **Entire Agreement.** This Agreement contains the entire agreement between the parties and it shall not be modified in any manner except by an instrument in writing executed by the parties.

5) **Term.** This Agreement shall cover the period starting October 12, 2021 and ending on October 31, 2021.

6) **Termination.** This Agreement may be terminated at any time upon the mutual agreement of both parties. In the event Applicant fails to comply with terms of this Agreement, the Township may cancel this Agreement at any time in writing.

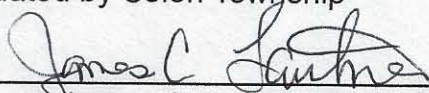
7) **Power to Execute.** Each party certifies that it is fully empowered by their governing boards to execute this Agreement on behalf of their respective entities.

8) **Specific Conditions.**

Applicants shall report to the Solon Township Clerk immediately any circumstances that may be hazardous or dangerous to anyone.

Signed and dated by Solon Township

Signature: _____

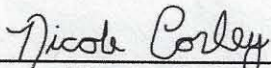


James C. Lautner, Solon Township Supervisor

Date: 10-13-21

Signed and dated by Applicant:

Signature: _____



Applicant: _____

Nicole Corley

Date: 10/12/2021

Address of Applicant: 3094 E Columbus Street Cedar, MI 49621 Telephone Number: (616) 405-2534