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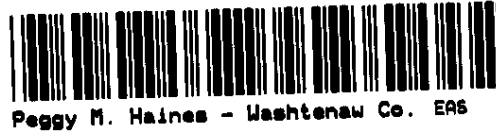
GRANT OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That State Street Real Estate Company Limited Partnership, a Michigan limited partnership, with its address at 1620 Covington Drive, Ann Arbor, MI 48103, as land contract vendor, and the Cruse W. Moss Trust dated February 6, 1998, with its address at 3800 Packard Road, #240, Ann Arbor, MI 48108, as land contract vendee, hereinafter called Grantor, grants and conveys to the CITY OF ANN ARBOR, a Michigan municipal corporation, with its address at 100 North Fifth Avenue, Ann Arbor, Michigan 48104, hereinafter called "City", a permanent easement for the construction and maintenance of water mains, storm sewers, sanitary sewers and appurtenances thereto, all of which are hereinafter referred to as public utilities system, along with the public utilities system presently in place, in, on or over the following described premises, situated in the City of Ann Arbor, County of Washtenaw, and State of Michigan, being more fully described as:

Description of a 40.00 foot wide watermain easement in the NE 1/4 of Section 5 and the NW 1/4 of Section 4, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, being 20.00 feet on both sides of a centerline described as follows:

Commencing at the NW corner of Section 4, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence S00°37'30" E 915.09 feet along the West line of said Section 4; thence S88°01'30" W 11.06 feet; thence S02°28'00" E 112.04 feet along the East line of State Street for a PLACE OF BEGINNING; thence S89°44'40" E 106.69 feet; thence N00°52'34" W 37.59 feet; thence S00°52'34" E 37.59 feet; thence S89°44'40" E 13.28 feet; thence 79.94 feet along the arc of a 350.00 foot radius circular curve to the right with a central angle of 13°05'11"; having a chord bearing of S82°42'59" E 79.77 feet; thence S76°10'23" E 54.63 feet; thence 130.31 feet along the arc of a 230.00 foot radius circular curve to the right, with a central angle of 32°27'39", having a chord bearing of S59°56'36" E 128.57 feet; thence N49°33'38" E 87.68 feet; thence S49°33'38" W 87.68 feet; thence 62.59 feet along the arc of a 230.00 foot radius non-tangential circular curve to the right, with a central angle of 15°35'34", having a chord bearing of S35°55'01" E 62.40 feet; thence S28°07'12" E 19.31 feet; thence 87.86 feet along the arc of a 230.00 foot radius circular curve to the right, with a central angle of 21°53'07"; having a chord bearing of S17°10'37" E 87.32 feet; thence S83°45'58" W 51.87 feet; thence N83°45'58" E 51.87 feet; thence 28.44 feet along the arc of a 230.00 foot radius non-tangential circular curve to the right, with a central angle of 07°05'03", having a chord bearing of S02°41'31" E 28.42 feet; thence S00°51'00" W 16.72 feet; thence S89°09'00" E 109.09 feet; thence S00°00'00" W 4.56 feet; thence N90°00'00" E 37.79 feet; thence S90°00'00" W 37.79 feet; thence S00°00'00" W 20.00 feet to the PLACE OF ENDING.

Description of a 30.00 foot wide sanitary sewer easement in the NW 1/4 of Section 4, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, being 15.00 feet on both sides of a centerline described as follows:



Description of a 30.00 foot wide sanitary sewer in the NW 1/4 of Section 4, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan laying 15.00 feet on both sides of the centerline being described as follows: Commencing at the NW Corner of Section 4, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence S00°37'30" E 915.09 feet along the West line of said Section 4; thence N88°01'30" E 587.39 feet; thence S23°28'00" E 471.99 feet along the Westerly right-of-way line of the Ann Arbor Railroad for a PLACE OF BEGINNING; thence N80°44'04" W 198.26 feet; thence N31°17'41" W 321.10 feet; thence S31°17'41" E 321.10 feet; thence S89°29'01" W 355.75 feet to the PLACE OF ENDING.

For good and valuable consideration not to exceed \$100.00, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

This grant of easement is subject to the following terms and conditions:

1. The City shall have the right to locate part of its public utilities system in and on said easement and to use said easement for access for construction and maintenance of such part of its public utilities system as is presently in place or is constructed in the future. In said construction and maintenance, City may use all necessary materials and equipment, including motor vehicles; remove vegetation including trees, as necessary; and make all necessary excavations on the above described easement.
2. Grantor shall have the right to pave the surface of the above-described easement and to park motor vehicles, but shall not construct any building thereon, nor make any change in the grade of the surface within the easement without prior notification to and approval by the City. City shall properly restore or pay for the restoration of any paving, landscaping or other similar improvement which is removed or disturbed as a result of the maintenance, repair or construction activities of the City.
3. The Grantor shall grant no further easements for other utilities in, on, or over the above-described easement without first obtaining approval therefor from the City, which approval will not be unreasonably withheld.
4. Grantor has caused the public utilities system conveyed herein to be constructed and agrees that City accepts this conveyance only upon the following conditions:
 - (a) City assumes no liability for any claim, of any nature whatsoever, arising from the construction or maintenance of the public utilities system conveyed herein prior to the date hereof.
 - (b) Grantor warrants that the public utilities system conveyed herein is located within the easement as described above and according to the plans submitted to and approved by the Ann Arbor Engineering Division. Any relocation of any part of said system caused by its location in a position other than as described in said plans



(c) Grantor, their successors and assigns, waive any claim which may accrue for any damages which may occur after the date hereof, when said damage occurs to any structure located on the premises from which this conveyance is made, by water escaping from any water main conveyed herein, when said structure is located so that the bottom of the main is less than two (2) feet above the footings of the structure and the structure is located within twenty (20) feet of the main.

(d) Grantor agrees to hold City harmless from all claims, made by persons not a party to this agreement, when said claims occur or accrue to said persons as a result of water escaping from water mains under conditions set forth in paragraph 4(c).

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their successors, heirs, executors and assigns.

Dated this 10th day of ~~October~~ November, 1999.

WITNESSES:

Louise Wolford
LOUISE WOLFORD

Marylou Zimmerman
Marylou Zimmerman

Marylou Zimmerman
Marylou Zimmerman

Janine Mueller Hutchinson
Janine Mueller Hutchinson

GRANTOR:

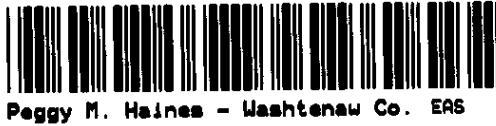
STATE STREET REAL ESTATE COMPANY
LIMITED PARTNERSHIP, a Michigan limited
Partnership

By: Phoenix Real Estate Management, a Michigan
corporation, General Partner

By: C. E. Bottum
C. E. Bottum
Its: President

THE CRUSE W. MOSS TRUST,
DATED FEBRUARY 6TH, 1998

By: [Signature]
Cruse W. Moss, Trustee



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**STATE OF MICHIGAN
COUNTY OF WASHTENAW**

The foregoing instrument was acknowledged before me this 10th day of November, 1999, by C.E. Bottum, President of Phoenix Real Estate Management Company, a Michigan corporation, the General Partner of State Street Real Estate Company Limited Partnership, a Michigan partnership, as land contract vendor and The Cruse W. Moss, as Trustee of The Cruse W. Moss Trust dated February 6, 1998, as land contract vendee, both as grantors.

Marylou Zimmerman
Marylou Zimmerman, Notary Public
Washtenaw County, Michigan
My Commission Expires: 10-15-03

MARYLOU ZIMMERMAN
Notary Public, Washtenaw County, MI
My Commission Expires Oct. 15, 2003

Prepared By and When Recorded Return To:

Marylou Zimmerman
City Attorney's Office X
City of Ann Arbor
100 N. Fifth Avenue
Ann Arbor, MI 48104
Tax ID No. 12-04-200-039