## THE UNIVERSITY OF MICHIGAN

November 12, 2010

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\text { NOV I } 92010 \\
\text { OFFICE OF THE CITY ATTORNEY } \\
\text { CITY OF ANN ARBOR }
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Abigail Elias, Esq.
Chief Assistant City Attorney
City of Ann Arbor
100 N Fifth Avenue
P.O. Box 8647

Ann Arbor, MI 48107

## RE: Easement and Maintenance Agreement for Traffic Signal-Corner of E. Medical Drive/E. Hospital Drive, Ann Arbor, MI (between University of Michigan and City of Ann Arbor)

Dear Ms. Elias:

Enclosed please find the Traffic Control Device Easement and Maintenance Agreement between the University of Michigan and City of Ann Arbor. Please secure the necessary signatures from the City of Ann Arbor where indicated. Upon execution of these documents, please return the executed Easement and one fully executed copy of the Maintenance Agreement to my office.

Should you have any questions or comments, please feel free to contact me.

/at
Enclosure
cc: Mark Eboch, Real Estate \& Space Information Judy Kirkdorffer, AEC Real Estate

## DEVELOPMENT

 9000 Wolverine Tower 3003 South State Street Ann Arbor, MI 48109-1288 Phone: (734) 647-6095 Facsimile: (734) 647-6100
## EASEMENT AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF MICHIGAN AND CITY OF ANN ARBOR FOR TRAFFIC CONTROL DEVICES

In $\qquad$ 2010, in consideration of system betterment and other valuable consideration less than $\$ 100.00$ (one hundred dollars), receipt and sufficiency of which is acknowledged, and on the terms and conditions described in this document, Grantor grants to the City of Ann Arbor a permanent easement (except as provided in the termination paragraph, below) on the Easement Area, described below (Agreement).
"Grantor" is:
The Regents of the University of Michigan, a Michigan constitutional corporation c/o Architecture, Engineering \& Construction-Real Estate Office, 326 E. Hoover, Ann Arbor, Michigan 48109-1002.
"Grantee" is:
The City of Ann Arbor, a Michigan municipal corporation, whose address is 100 N. Fifth Avenue, Ann Arbor, Michigan 48104.
"Grantor's Land" is located in the City of Ann Arbor, Washtenaw County, Michigan described as: As shown on attached legal description "A", which is attached hereto and made a part hereof.

The "Easement Area" is part of Grantor's Land and is described as: As shown on Exhibit " B ", which is attached hereto and made a part hereof:

1. Purpose. The purpose of this grant of easement is to allow the Grantee to construct, reconstruct, maintain, operate and install three (3) mast arms with seven (7) traffic signals and two (2) pedestrian signals, three (3) pedestals with one (1) traffic signal and three (3) pedestrian signals, a radio signal traffic detection system, a radio interconnect system to existing City traffic signal, approximately 150 linear feet of directional-drilled conduit, associated fixtures, equipment, controllers and cabinets, conduit and wire, and other appurtenances that may from time to time be required, with perpetual future right of ingress and egress for standard and emergency maintenance on the traffic signal and conduit/wire, in, under, upon, over and across the Easement Area.
2. Access. Grantee may access the Easement Area pursuant to the terms of this Agreement.
3. Use by Grantor. As owner of the Grantor's Land, Grantor may use the Easement Area in any manner not inconsistent with this Agreement; provided, that Granter will not construct or allow the construction of any buildings or other permanent structures in the Easement Area without Grantee's written permission, which will be withheld by Grantee only to the extent necessary to maintain the improvements authorized by this Agreement.
4. Successors and assigns. This Easement Agreement runs with the land and binds the parties' successors and assigns except as otherwise provided in the termination paragraph, below.
5. Title. Title to all improvements that Grantee places on the Easement Area will remain with Granter.
6. Environmental. Grantee will not use PCBs or any other hazardous materials in the Easement Area or on any other property owned by Grantor; will not allow any waste to be committed on the Easement Area or on any other property owned by Granter; and will comply with all applicable federal, state, and local environmental laws and regulations in all activities within the Easement Area.
7. Termination. This Agreement runs with the land and binds and benefits the Grantor's and Grantee's successors and assigns unless and until: (1) Grantor no longer needs or uses the improvements authorized under this Agreement; (2) Granter has terminated the agreement between Granter and Grantee for Grantee to maintain the improvements; or (3) the parties mutually agree it is no longer desirable or necessary to maintain the easement. In either circumstance, Grantor will provide written notification to Grantee of Grantor's desire to terminate this grant of easement within one year. Grantor recording an affidavit following such one year period indicating that this grant of easement has terminated will be conclusive evidence of termination. When the grant of easement is terminated, all rights and responsibilities cease.

The undersigned so agree this $\qquad$ day of Now n $\operatorname{ser} 2010$.


## The City of Ann Arbor

By:
John Hieftje
Major

By:
Jacqueline Beaudry
Its: City Clerk
Approved as to Substance:

Roger W. Fraser, City Administrator

Sue F. McCormick, Public Services Area Administrator

Approved as to form:

Stephen K. Postema, City Attorney

## STATE OF MICHIGAN COUNTY OF WASHTENAW

This Easement Agreement was acknowledged before me in Washtenaw County this $10^{\text {th }}$ day of Nouenker 2010, by Timothy P. Slottow, Executive Vice President and Chief Financial Officer of the Regents of the University of Michigan, a Michigan Constitutional Corporation.

DENISE M. TRUESDELL Notary Public, State of Michigan County of Washtenaw My Commission Expirgs Dec, 01, 2015 Acting in the county of Mo she enaw.


STATE OF MICHIGAN
COUNTY OF WASHTENAW
This Easement Agreement was acknowledged before me in Washtenaw County this $\qquad$ day of $\qquad$ , 2010, by John Hieftje, Mayor of the City of Ann Arbor, and Jacqueline Beaudry, City Clerk of the City of Ann Arbor.

| Wayne County, Michigan | , Notary Public |
| :--- | :--- |
| My Commission Expires: |  |

Easement Prepared by: Ciara Comerford, Assistant General Counsel, 4010 Fleming Administration Building, Ann Arbor, MI 48109-1340.

After Recording Return to: Judy Kirkdorffer, University of Michigan AEC- Real Estate Office, 326 E. Hoover Street, Ann Arbor, Michigan 48109-1002.

## Exhibit A

Parcel: 09-09-28-101-007

Part of the NE $1 / 4$ of Section 28, Town 2 South, Range 6 East, located in the City of Ann Arbor, County of Washtenaw, State of Michigan as follows:

Bounded on the North by the New York Central Railroad right of way and the Huron River, on the East by Cityowned property commonly known as the Arboretum Nature Area (09-09-28-101-006), on the South by the Washington Heights Addition Subdivision, as recorded in Liber 4, Page 9 of Plats, Washtenaw County Records and by the northern line of the Forest Hill Cemetery, and on the West by the western quarter section boundary line of the NE $1 / 4$ of section 28, T2S, R6E, said parcel being split from parcel 09-09-28-101-001 on 2/17/2007.


# CITY OF ANN ARBOR <br> TRAFFIC SIGNAL INSTALLATION, MAINTENANCE AND REPAIR AGREEMENT 

This agreement is entered into this $\qquad$ day of $\qquad$ , 2010 by and between the City of Ann Arbor (City) and the Board of Regents of the University of Michigan (University).

WHEREAS, The University intends to provide traffic signals within its jurisdictional boundaries, but has concluded that contracting with the City to install, maintain and repair those signals is in the best public interest.

WHEREAS, the City is willing to provide those services in accordance with the terms of this agreement.

1) INSTALLATION: The City agrees to install electrical traffic control devices (traffic signals) as shown in the January 14, 2010, plans attached as Exhibit A. The cost of installation will be borne by the University. The City will maintain a current list of all traffic signals installed pursuant to this agreement for administrative and billing purposes.
2) MAINTENANCE: The City agrees to maintain all traffic signals installed pursuant to this agreement in accordance with the State of Michigan Guidelines for Electrical Traffic Control Device Maintenance manual dated April 23, 1993, which is incorporated by reference. The City will keep detailed maintenance records of all work completed on the traffic signal system and will provide the University with a copy of the maintenance records upon request.
3) EMERGENCY REPAIR WORK: The City also agrees to provide unscheduled emergency repair work when a traffic signal becomes disabled or malfunctions.
4) ACCIDENT DAMAGE REPAIRS: If repair or maintenance work is required due to an accident, the City will forward to the University a report of costs, any available accident reports, and other pertinent information from the responsible investigation authorities. The City is not responsible for collections and the University agrees to pay for accident repair costs in the same manner it pays other invoices. Payment to the City will not be delayed or denied based on any action for recovery the University may have against a third party.
5) PERSONNEL, EQUIPMENT, AND FACILITIES: The City shall provide competent personnel, equipment and facilities to perform the installation and maintenance functions specified in this agreement. In performing its obligations, the City will avoid unnecessary costs while utilizing current and accepted practices to maintain the working order of the traffic signals. Nothing in this agreement, however, shall guarantee continuous operation of the traffic signals.
6) SUBCONTRACTS: At its sole discretion, the City may subcontract any portion of the work to be performed under this agreement.
7) REIMBURSEMENT: The University shall reimburse the City for the following costs incurred in the performance of this agreement:
a. The City's direct labor, fringe benefit, administrative and overhead costs.
b. Miscellaneous non-stock material for completion of job.
c. The City's equipment rental costs. Rental costs shall be based on the City's actual equipment costs and total hours of usage and apply to both City-owned and non-City owned equipment.
d. The City's material costs, including procurement, handling, and storage in accordance with the City's purchasing policy.
e. Any amounts the City pays to a subcontractor.
f. The percentage of City engineering and supervision overhead that is normally assessed on all direct labor, equipment, material and subcontractor costs. The engineering and supervision overhead percentage will not apply to those services for which engineering and supervision are charged on a direct basis.
8) PAYMENT: Upon completion of work authorization by this agreement, the City will submit an invoice for payment to the University. This invoice will include those costs referenced in Paragraph 7 and shall be accompanied by a report generated by the City indicating the specified traffic signal or signals involved and detailing the work completed. The University shall pay the invoice in its entirety within thirty (30) days of receipt.
9) VEGETATION AND STRUCTURES: The City is not responsible to the University for damages to or removal of trees or other plant life that is necessary for the installation, repair or maintenance of the traffic signals. The University shall restore any landscape disturbed by the City's activities under this agreement.
10) RESTORATION: If the City or anyone acting on its behalf (including employees, contractors, vehicles or equipment) damages any of the University's property that is necessary for the installation, repair or maintenance of the traffic signals, the University shall be responsible for any costs associated with the restoration of such property.
11) INSURANCE: The City will at all times maintain all appropriate levels and types of insurance commercially prudent for the types of activities and responsibilities the City is assuming under this agreement, including some or all coverage through self-insurance. The City will promptly provide evidence of such insurance upon written request from the University.
12) WORKERS' COMPENSATION COVERAGE: The City agrees to comply with the Michigan Worker's Disability Compensation Law as to all employees performing work under this agreement.
13) COMPLIANCE WITH LAWS: The City agrees that in the performance of work herein enumerated, by itself, or by a subcontractor, or by anyone acting on its behalf, that they will comply with any and all state, federal, and applicable local statutes, ordinances, and regulations, including those governing the furnishing and use of all safeguards, safety devices, and protective equipment. The work will be performed in accordance with good engineering practices with the least possible inconvenience to the University. The City understands that the property of the University, as state property, cannot be subject to liens. The City will not assert any liens against University property and will require its subcontractors to provide performance bonds and payment bonds.
14) EXCAVATION: The City, the University and anyone acting on behalf of either of them must contact MISS DIG (1-800-482-7171) before excavating in an area near to the installations shown on Exhibit A.
15) TERMINATION: This agreement shall continue in effect from year to year unless either party notifies the other of its intent to terminate. Written notice must be given to the other party no less than ninety (90) days before termination. The requirements of Paragraph 15 do not apply to a termination in accordance with Paragraph 16.
16) ACCESS EASEMENTS: If necessary for the City to perform its obligations under this agreement, the University shall grant to the City access or other easements as are required. If the University fails to provide or terminates an easement that is required, this agreement is terminated and the City's obligations under this agreement shall cease. If this agreement is terminated by either party, the University's obligation to continue the grant of an easement required by this agreement shall cease.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.


The City of Ann Arbor, a Michigan municipal corporation

By:
Roger W. Fraser, City Administrator
Approved as to substance:

Sue F. McCormick, Public Services Area Administrator

Approved as to form:

Stephen K. Postema, City Attorney

## $\Psi_{n}$ <br> Exhibit PaGES




$\therefore \cdot$


[^0]sidewalk detail


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