

WATER SERVICE AGREEMENT

THIS AGREEMENT, is entered into this 30 day of March, 1998, between Lillian Janice Summers ("CUSTOMER") residing at 1710 Dhu Varren, Ann Arbor, Michigan, and the CITY OF ANN ARBOR, ("CITY") a Michigan municipal corporation, having a principal place of business at 100 North Fifth Avenue, Ann Arbor, Michigan,

WITNESSETH:

The CUSTOMER(S) is/are the owners of the real property located at 1710 Dhu Varren, Ann Arbor, Michigan, which property is not at this time within the corporate limits of the City of Ann Arbor; and,

The property is described as follows:

Commencing at the North 1/4 corner of Section 16, Town 2 South, Range 6 East, Ann Arbor Township, Washtenaw County, Michigan; thence Easterly 713.14 feet along the North line of said Section in the centerline of Dhu Varren Road for a PLACE OF BEGINNING; thence continuing Easterly along the North line of said Section in the centerline of Dhu Varren Road 165.0 feet; thence Southerly deflecting 93°08' to the right 825.05 feet; thence Westerly deflecting 86°52' to the right 165 feet; thence Northerly deflecting 93°08' to the right 825.05 feet to the PLACE OF BEGINNING, being a part of the West 1/2 of the Northeast 1/4 of said Section 16.

The Ann Arbor City Code and in particular Section 2:23 of Chapter 27 Title II prohibits the furnishing of water outside CITY limits except under certain conditions:

To comply with these conditions and to allow water to be furnished to the property, the parties agree as follows:

1. The CITY shall furnish water to the real property described above commencing on the 30 day of March, 1998, or any day thereafter as requested by CUSTOMER.
2. The CUSTOMER shall pay water rates of two (2) times the rate for service in the CITY until annexation is completed, on which date a final bill will be rendered at the above rate.
3. The CUSTOMER shall pay the proportionate cost of mains furnishing the service, as follows:

Water Main: File NO. 84086, Dist. No. 84086 165 front feet = \$6,990.65

4. The CUSTOMER shall pay the connection charges specified in Chapter 27, Title II of the Ann Arbor City Code. The CUSTOMER shall also pay for a remote meter reader installed by the CITY.

5. The CUSTOMER shall pay to the CITY annually a sum equal to the CITY tax rate applied to the assessed valuation of the property serviced, the first payment to be due and payable by the 31st day of July following the first statutory tax day on which water service is provided, and each annual payment thereafter to be due and payable by the 31st day of July of each year until real property tax payments are due by addition to the CITY tax roll. In addition to the benefit of allowing CUSTOMER to connect prior to completion of annexation, the additional benefits of solid waste services and fire protection services are available at the same rates as provided properties on the City tax roll.

6. The unpaid charges shall be a lien on the property serviced pursuant to this Agreement.

7. The CUSTOMER shall annex the property to the CITY when possible, and shall pursue the annexation procedure promptly and diligently.

8. Should the CUSTOMER fail to pursue the annexation procedure promptly and diligently, or fail to pay all the amounts specified above, the CITY shall have the right to terminate service on thirty (30) days notice, which may be sent to the CUSTOMER by certified mail at the address of the property serviced.

9. Upon annexation of the property to the CITY, the rate shall revert to that paid by all CITY users of water.

10. The CUSTOMER agrees to comply with all requirements of Chapter 27 and 29 of the Ann Arbor City Code. CUSTOMER further agrees and accepts that all the powers, duties and responsibilities of the CITY in Chapter 27 and 29 apply to CUSTOMER property. Failure to comply with any conditions of Chapter 27 or 29 is a breach of contract for which the CITY shall assess \$300 as liquidated damages. These liquidated damages are for unquantifiable damages and are not intended nor do they preclude recovery for any actual damages that may be shown. Failure to pay the liquidated damages within 30 days of notice of assessment is a material breach of contract sufficient to permit immediate termination of service.

11. CUSTOMER agrees that the CITY may at reasonable times enter the property and buildings on the premises to enforce or investigate compliance with any provisions of this agreement. Failure of CUSTOMER to provide entry is a material breach of the agreement.

12. This agreement shall run with the land and shall bind all heirs, administrators, successors or assignees of CUSTOMER.

13. CUSTOMER represents to the CITY and warrants that he/she is(are) sole title holder(s) in fee simple of the property to be served except for any mortgage, easements and deed restrictions of record and that CUSTOMER has legal authority and capacity to enter into this agreement.

14. CUSTOMER agrees that the CITY provided CUSTOMER adequate time to seek the advice of an attorney and that CUSTOMER, voluntarily, wishes to proceed with the agreement whether or not that advice was obtained.

WITNESSES:

Mary Gordon
Mary Gordon

CUSTOMER:

Lillian Janice Summers
L. Janice Summers
AKA Lillian Janice Summers

Lillian Janice Summers

CITY OF ANN ARBOR, a Michigan municipal corporation

Barbara Dankert
BARBARA DANKERT

By [Signature]
Its Mayor

Yvonne Carl
Yvonne Carl

By [Signature]
Its Clerk

STATE OF MICHIGAN
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 30 day of March
19 98, by Lillian Janice Summers AKA L. Janice Summers.

[Signature]
Notary Public

PAMELA J. SCHUMACHER
NOTARY PUBLIC - WASHTENAW COUNTY, MICH.
MY COMMISSION EXPIRES 1-7-00

Washtenaw County, Michigan

My commission expires: 1-7-2000

STATE OF MICHIGAN
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this ____ day of _____
19 _____, by _____ and _____,
Mayor and Clerk, respectively, of the City of Ann Arbor, a Michigan municipal corporation,
on behalf of said corporation.

Notary Public

Washtenaw County, Michigan

My commission expires:

Approved as to Substance:

Approved as to Form:

Neal G. Berlin for N.B. 7/28/99
Neal G. Berlin
City Administrator

Abigail Elias 7-27-99
7/28/99 Abigail Elias
City Attorney

Sumedh Bahl 7-23-99
Sumedh Bahl, Interim Director
Water Utilities Department

Prepared by and when Recorded Return to:
Sumedh Bahl, Inteim Director
Water Utilities Department
100 North Fifth Avenue,
Ann Arbor, Michigan 48104