

EASEMENT AGREEMENT

This easement agreement is between the **CITY OF ANN ARBOR ("City")**, a Michigan municipal corporation whose address is 301 East Huron Street, Ann Arbor, Michigan 48104 and the following (referred to herein collectively as ("**Grantors**")):

MAPLE VILLAGE HOMEOWNERS ASSOCIATION ("Condominium Grantor"), a Michigan nonprofit corporation, with address at 4197 Carpenter Rd., Ypsilanti, Michigan 48197;

MUSTAFA MEHRABI ("Unit 1 Grantor"), an individual, with address at 10381 Ridgeline Dr., Milan, Michigan 48160 ;

RECITALS

1. Condominium Grantor is the condominium association of co-owners designated to administer real property commonly known as Maple Village condominium, located in the City of Ann Arbor, Washtenaw County, Michigan, and described as:

Land being a part of the Northeast ¼ of Section 24, T2S, R5E, City of Ann Arbor, Washtenaw County, Michigan, described as follows:

Maple Village, a condominium according to the Master Deed recorded at Liber 5004, Page 720, and Amended and Restated in Liber 5134, Page 367, Washtenaw County Records and designated as Washtenaw County Condominium Subdivision Plan No. 606, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

2. Unit 1 Grantor is the owner of Unit 1 of Maple Village condominium.

3. Grantors, along with the owners of Units 2-8 of Maple Village condominium have granted a water main easement to the City recorded on the same date as this agreement ("**Water Main Easement**") in Liber _____, Page _____, Washtenaw County Records.

4. Grantors, along with the owners of Units 2-8 of Maple Village condominium have granted a sanitary sewer easement to the City recorded on the same date as this agreement ("Sanitary Sewer Easement") in Liber _____, Page _____, Washtenaw County Records.

5. Grantors and the City wish to further clarify the obligations of Grantors related to encroachment of a house within Unit 1 into the Water Main Easement and Sanitary Sewer Easement.

AGREEMENT

1. Grantors acknowledge that a residential structure within Unit 1 of the Maple Village condominium has been constructed partly within the Water Main Easement and Sanitary Sewer Easement (collectively, "Easements"), inconsistent with the approved City site plan for Maple Village condominium.

- a. On behalf of Maple Village Homeowners Association, Condominium Grantor waives all claims against the City for damage to, loss of, or injury to any structure, property, or person within Unit 1 or within either of the Easements when such claims arise from the existence of the Public Utilities Systems or the City's permitted use of the Easements. Condominium Grantor shall indemnify and hold the City harmless from all such claims described in the preceding sentence which are brought against the City by third parties.
- b. On behalf of Unit 1, Unit Grantor waives all claims against the City for damage to, loss of, or injury to any structure, property, or person within Unit 1 when such claims arise from the existence of the Public Utilities Systems or the City's permitted use of the Easements. The owner of Unit 1 shall indemnify and hold the City harmless from all such claims described in the preceding sentence which are brought against the City by third parties.
- c. The structure within Unit 1 may be repaired and maintained, but shall not be enlarged within either of the Easements. If the structure within Unit 1 is removed, torn down, destroyed, or damaged beyond repair, any replacement structure shall be constructed outside of the Easements, consistent with the approved site plan for Maple Village condominium.
- d. Grantors acknowledge that due to the encroachment into the Easements by the structure in Unit 1, special or extraordinary measures may be required to minimize potential damage to the structure in the course of the City's use of the Easements. Grantors shall cooperate with the City to implement such measures and Unit 1 Grantor shall be solely responsible to repay the City all additional costs incurred by City to implement such measures. If Unit 1 Grantor does not pay such costs within 60 days after notice from the City, the City may assess the amount against Unit 1 Grantor as a special assessment.

2. This agreement shall run with the land and shall be binding on and inure to the benefit of Grantors, the City, and their respective successors, heirs, executors, and assigns.

3. This agreement is made for consideration less than \$100.00.

4. The undersigned state that they have the authority to execute this grant of easement on behalf of their respective Grantor.

(Signatures on the following pages)


**MAPLE VILLAGE HOMEOWNERS ASSOCIATION
CONDOMINIUM GRANTOR**

By: 
Mustafa Mehrabi

Its: Authorized Signatory

Signed on: October 11, 2022 in the:
State of Michigan
County of Washtenaw

This instrument was acknowledged before me on October 11, 2022
by Mustafa Mehrabi, Authorized Signatory of the Maple Village Homeowners Association,
a Michigan nonprofit corporation.


_____, Notary Public
County of Wayne, Michigan
Acting in County of Washtenaw
My Commission Expires: 03/25/2023


(Signatures continue on the following pages)

**MUSTAFA MEHRABI
UNIT 1 GRANTOR**

By: 
Mustafa Mehrabi

Signed on: October 11, 2022 in the:
State of Michigan
County of Washtenaw

This instrument was acknowledged before me on October 11, 2022
by Mustafa Mehrabi.


Notary Public
County of ~~Washtenaw~~ Wayne, Michigan
Acting in County of Washtenaw
My Commission Expires: 03/25/2023

(Signatures continue on the following pages)

CITY OF ANN ARBOR

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

This instrument was acknowledged before me on _____, 2022
by Christopher Taylor, Mayor and Jacqueline Beaudry, City Clerk.

_____, Notary Public
County of _____, Michigan
Acting in County of _____
My Commission Expires:

Exempt from transfer tax under MCL 207.526(a) and 207.505(a).

Prepared by and when recorded return to:

Christopher Frost
Senior Assistant City Attorney
Office of the City Attorney
City of Ann Arbor
301 E. Huron Street
Ann Arbor, MI, 48104

Tax Parcels:

09-08-24-107-013, as to Unit 1
09-08-24-107-014, as to Unit 2
09-08-24-107-015, as to Unit 3
09-08-24-107-016, as to Unit 4
09-08-24-107-017, as to Unit 5
09-08-24-107-018, as to Unit 6
09-08-24-107-019, as to Unit 7
09-08-24-107-020, as to Unit 8
09-08-24-107-900, as to General Common Elements