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TO: Mayor and Council

FROM: Tom Crawford, City Administrator

CC: Derek Delacourt, Community Services Area Administrator  
Matthew Horning, Interim Financial Services Area Administrator/CFO  
Craig Hupy, Public Services Area Administrator  
Nick Hutchinson, City Engineer  
Brett Lenart, Planning Manager  
Molly Maciejewski, Public Works Manager  
Marti Praschan, Chief of Staff, Public Services  
Tom Shewchuk, ITSU Director

SUBJECT: January 4, 2021 Council Agenda Responses

DATE: January 4, 2021

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**CA-1 – Resolution to Approve an Agreement with Washtenaw County on Behalf of Its Sheriff’s Office to Provide Drug Abuse Screening Services to Sobriety Court, Veterans Treatment Court, and Mental Health Court Participants (\$39,899.00)**

**CA-2 – Resolution to Approve an Agreement with Dawn, Inc., d/b/a Dawn Farm, to Provide Drug Abuse Counseling and Rehabilitative Services to Sobriety Court, Veterans Treatment Court, and Mental Health Court Participants (\$106,375.00)**

**CA-3 - Resolution to Approve an Agreement with Washtenaw County Community Mental Health to provide Mental Health Treatment Services to Sobriety Court and Mental Health Court Participants (\$84,705.00)**

**Question:** Kudos to staff for securing grant funding for these initiatives. As a newcomer to Council, I would benefit from some more basic information about how activities for the 15<sup>th</sup> District Court are funded. I couldn’t find a break down in the City’s budget of the Court’s revenue sources. Feel free to direct me to a specific page if I’m missing it. I know I’ll have the opportunity to get more detailed information in the budget presentations next month, but was hoping to get a bit of high-level info in advance. (Councilmember Briggs)

**Response:** The court receives payment of court assessments (fees, fines, and costs), when appropriate, from civil litigants and defendants in traffic and criminal matters for offenses that occurred within the City of Ann Arbor, which helps fund the court. The largest source of funding for 15<sup>th</sup> District Court operations is the city's general fund. Other funding is available from state payments and grants. For example, the state reimburses local funding units for the locally paid portion of the judges' salaries. Disbursements are also received from state-managed funds such as the Drug Case Information Management Fund (MCL 257.323d), the Drunk Driving Caseflow Assistance Fund (MCL 257.625h(5)), and the Juror Compensation Reimbursement Fund (MCL 600.151d; MCL 600.151e). Additionally, each year this court submits applications to the State Court Administrative Office to vie for grant funding to help support its problem-solving court programs (Sobriety Court, Veterans Treatment Court and Mental Health Court programs). To-date, the court has been successful in attaining annual grant awards.

In addition to the above, the Michigan Indigent Defense Commission Act (MCL §780.981 et. seq.) requires all indigent defense delivery systems in Michigan to submit compliance plans and cost projections for all of the standards approved by the Department of Licensing and Regulatory Affairs. The Michigan Indigent Defense Commission (MIDC) awards grant funds to help fund court-appointed attorney and related legal services. All courts in Michigan are required by law to appoint attorneys to represent indigent and partially indigent defendants when potential sanctions, including sanctions for violation of court orders, upon conviction may include incarceration. In the current MIDC grant fiscal year, the City / 15<sup>th</sup> District Court partnered with Washtenaw County and Ypsilanti Township under one compliance plan; the County is the grantee under the current new plan. In the past, the City general fund paid for all of these services but now the grant funds help to offset some of the expenses.

**CA-4 – Resolution to Release an Easement (Liber 4701, Page 884) and Accept Replacement Water Main and Sanitary Sewer Easements at Blue Heron Pond of Ann Arbor Condominium from NDC – Blue Heron Pond, LLC (8 Votes Required)**

**Question:** Please describe the change in these easements for Water main and Sanitary Sewer. It's not clear from the drawings—is there any change related to this that would increase expense for the city in establishing or maintaining these water/sanitary sewer connections (e.g. greater distance to a structure, longer lengths of pipe, etc.)? If Exhibit A in our packet is a diagram of the current easement requested, I would like to see a diagram of the easement before changes. (Councilmember Nelson)

**Response:** The prior easement drawings are attached. The easement revisions arose from site plan changes that occurred when the project changed ownership. The new easements are in the current City standard form and address a segment of water main that was required to be encased due to proximity to buildings, adjustment of the sanitary easement boundary due to location of a building, and clarification that the property owner is responsible for rain garden and swale maintenance. It is not known whether the

changes will increase costs of maintenance as compared to the original site plan, but the current layout is permitted by and compliant with the City's Public Services Standard Specifications. The utilities were constructed by the developer at their cost.

**CA-5 – Resolution to Approve a Construction Contract with Z Contractors, Inc. for the City of Ann Arbor Bridge Capital Preventative Maintenance Repair Project (\$1,042,460.77) (ITB 4647) and Appropriate \$233,569.00 from the Street, Bridge & Sidewalk Millage Fund to the Existing Major Street Bridge Capital Preventative Maintenance Repair Project (8 Votes Required)**

**Question:** A significant amount of information is attached to this agenda item but I cannot find a numerical scoring/ranking of the bids received (I believe this is typically included and Council has asked that it be included in RFP's like this one). Please draw my attention to it if it's already in the packet and I overlooked it. (Councilmember Nelson)

**Response:** This information was provided in the Memo. There were three bidders, as follows:

Z Contractors, Inc.	\$1,042,460.77
C. A. Hull Company, Inc.	\$1,487,533.96
Anlaan Corporation	\$1,562,283.15

**CA-6 – Resolution to Approve a Professional Services Agreement with WSP Michigan Inc. for Construction Inspection Services (\$158,379.92) for the Bridge Capital Preventative Maintenance Repair Project (RFP 20-32)**

**Question:** I cannot find the numerical scoring/ranking of bids for this agenda item either. I appreciate seeing it. (Councilmember Nelson)

**Response:** As described in the Memo, two firms submitted proposals (WSP, Inc. and Fishbeck, Inc.). Staff reviewed the proposals, work plans, fee schedules, staffing plans, and their past performance working on similar projects for the City. This resulted in a score of 87.1 for WSP and 71.0 for Fishbeck; thus, leading staff to recommend awarding the contract to WSP.

**CA-8 – Resolution to Approve an Increase to the Purchase Order with Morton Salt, Inc. for Early Fill Supply Ice Control Salt (\$18.93) for a Total Not to Exceed Amount of \$61,168.93**

**Question:** This expense is for ice control salt—do we have an update on the City's use of brine to control ice? (Councilmember Nelson)

**Response:** Last winter the City began using salt brine as an anti-icing on a small-scale basis. More widespread use of brine will occur as the City purchases equipment necessary to treat on a larger scale, anticipated over the next several years. Salt brine is

used as an anti-icing agent in snow events where weather conditions are appropriate for the application. In the events it was used last winter it was very effective, as expected.

**Question:** Can you provide some background on how the City treats snow/ice on sidewalks adjacent to or within parks/natural areas? Are we using salt or a more environmental/pet friendly product? (Councilmember Briggs)

**Response:** Rock salt is used to treat general parks paths. In areas that have been deemed sensitive areas, like natural areas or near the river, parks staff uses a product called Safe Step Pro 960. This product has been designated a safer choice by the United States EPA and contains potassium chloride and magnesium chloride rather than sodium chloride. In addition, not all park pathways are treated or plowed. It depends on the level of use for each park.

**Question:** I reviewed the City webpage on Street Snow Removal I understand the salt is used to control ice on major roads and sand is used for traction on side streets. I also understand has begun applying a salt brine in advance of winter storms to prevent snow and ice from sticking. How successful was this program last year? (Councilmember Briggs)

**Response:** Last winter the City began using salt brine on roads as an anti-icing on a small-scale basis. More widespread use of brine will occur as the City purchases equipment necessary to treat on a larger scale, anticipated over the next several years. Salt brine is used as an anti-icing agent in snow events where weather conditions are appropriate for the application. In the events is was used last winter it was very effective, as expected.

**Question:** What are the advantages and of using salt brine (e.g. cost savings, environment)? (Councilmember Briggs)

**Response:** Salt brine uses significantly less salt in production and application than does rock salt application and does not produce scatter off the roads, reducing the impact to vehicles and the environment. Brine is sprayed directly onto the road from a low height on the truck and at a low rate, minimizing runoff potential. There is a cost savings as well, but the annual costs savings cannot be calculated until the City is fully equipped.

**Question:** Are the reports that salt brine causes more damage to vehicles backed by data? (Councilmember Briggs)

**Response:** Reports that indicate brine is more harmful to vehicles than rock salt reference brine that is made with magnesium chloride. The City produces its own brine using sodium chloride and water, with an occasional additive of beet juice and/or calcium chloride. The City does not use mineral well brine, or magnesium chloride in brine production. Calcium chloride is a necessary additive in extremely low temperatures and beet juice improves the effectiveness of the application.

**Question:** Have we experimented in the past with any other road/sidewalk treatments? (Councilmember Briggs)

**Response:** No, the City has not experimented with other treatments.

**CA-9 – Resolution to Appropriate Funds from the Sewage Disposal System Fund Balance to the FY21 Sewage Disposal System Operating and Maintenance Budget (\$900,000.00) for Sewer Inspection and Cleaning (8 Votes Required)**

**Question:** Any insight as to way contracting estimates were 900K below the actual financial needs to this mandated work as it relates to the FY 21 appropriations approved in the FY 21 budget? (Councilmember Ramlawi)

**Response:** The adopted FY21 budget of \$585,000 was developed in the winter of 2019 and was formulated on the assumption that the City would televise and rate all remaining uninspected pipes over the course of 5 years. The Administrative Consent Order issued by the State requires that these inspections are completed prior to May 15, 2022. This was unforeseen and requires the appropriation to cover this escalated timeline.

**CA-11 – Resolution to Approve Memorandum of Understanding (MOU) between the City of Ann Arbor and the University of Michigan for the Hubbard Road/Huron Parkway Stormwater Outlet Repair Project (\$210,000.00)**

**Question:** When this item was on the previous agenda, the cost-sharing split was less favorable to the City (55% City/45% UM). I have the same questions as the last meeting: how did we arrive at the current cost share split (50/50)? Also: how much University property is in the vicinity of this work at Hubbard Road/Huron Parkway? I'd be curious to see a map of where the project work is located and the ownership of property within that work area. (Councilmember Nelson)

**Response:** The project is proposed to be a 50/50 split equally for both parties. The participation is based on contributing drainage areas - a map is attached that shows the University property in the area, as well as the contributing drainage systems that all drain to the project site. Please note that there is a significant portion of the drainage area that does not drain University property, it collects the stormwater from the City-owned public right-of-way. The drainage area calculations were used to denote the responsible parties for the project areas.

**DC-1 – Reconsideration of the Vote to Approve R-20-466, Resolution to Approve a Purchase Order with Axon Enterprise, Inc for FY21 In-Car Equipment Project Fund (\$69,848.00 in FY21) for Axon Fleet Dashboard Cameras, Evidence.com Cloud Storage and Wi-Fi Offload Hardware Used in all Police Patrol Vehicles and related six-year quote (\$348,308.00 Total)**

**Question:** Do we have any clarifying information about the use of (or propriety ownership of) images/data recorded and collected via these systems? Do the agreements release any of the recorded/collected data to third parties or give any rights to third parties to use or share that recorded/collected data in any way? (Councilmember Nelson)

**Response:** Below are sections from our Master Services/Cloud Agreement with Axon that refer to Councilmember Nelson’s questions. The “Agency” stated below is the City of Ann Arbor. We do not release video/data or give any rights to our video/data from our In-Car or Body Worn Camera systems to 3<sup>rd</sup> parties.

4. Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.
  
5. Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
  
7. Privacy. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

**~~DC-2 – Resolution to Approve the City of Ann Arbor Membership in the Washtenaw Regional Resource Management Authority (WRRMA)~~**

**Question:** Could we please see the complete resolution that was approved by WRRMA in July of 2020, which is being referenced to within this resolution? (Councilmember Ramlawi)

**Response:** Staff uploaded the Resolution and the Articles of Incorporation into Legistar.

**Question:** A specific proposal to join the WRRMA was last considered by Council on March 4, 2019, when we were asked to approve Articles of Incorporation (it was tabled). Is this agenda item meant to effect the City's membership in WRRMA without explicit approval of the Articles of Incorporation? (Councilmember Nelson)

**Response:** The Resolution to Approve the City of Ann Arbor's membership in the Washtenaw Regional Resource Management Authority (WRRMA) will enable City staff to petition current WRRMA members to join the regional authority. If Ann Arbor is accepted as a member of WRRMA, the City will have the power to vote on any resolutions impacting WRRMA and its Articles of Incorporation, adopted by founding WRRMA members in 2019.

WRRMA adopted Resolution 20-1 in July 2020. The recently adopted resolution and the articles of Incorporation address the topics of voting and contracts in the following ways:

- WRRMA must secure approval from each member community's legislative body before entering into any contract over \$5000 per member community.
- In the process of negotiating and securing any contract as the Authority, WRRMA will consider and acknowledge the particular needs and requirements of each member community including, but not limited to, existing and future labor terms, wage matters, and other issues raised by any member community.
- In the process of negotiating and securing future contracts as the Authority, WRRMA will consider a weighted voting system to be decided by the then sitting WRRMA board and subsequently approved by member legislative bodies, that is designed to reflect a voting system linked to contract costs on tonnages at issue in the contract. No single WRRMA member community shall become a majority of the voting structure for any contract situation.

Should the City of Ann Arbor become a member of WRRMA, the Authority would not have the power to contract on the City's behalf or impose unilateral directions or contracts on the City's behalf. Additionally, in the process of negotiating and securing any contract involving the management of recyclables, Ann Arbor's current labor and wage requirements would be incorporated into the contract terms. (Attachment in Legistar)

**Question:** Have the Articles of Incorporation for WRRMA changed since 3/4/19? (I'd like to request that whatever Articles of Incorporation currently exist for WRRMA be attached to this agenda item on Legistar.) (Councilmember Nelson)

**Response:** The Articles of Incorporation have not changed since WRRMA was established. (Attachment in Legistar)

**Question:** In March 2019, it was my understanding that the governing structure of WRRMA defined one-vote-per-municipality (i.e. one vote each for Ann Arbor Township, City of Dexter, Pittsfield Charter Township, City of Saline, Township of Scio, City of

Ypsilanti, and Charter Township of Ypsilanti). Is that the current governing structure of WRRMA? (Councilmember Nelson)

**Response:** Yes.

**Question:** I appreciate that the City would prefer proportional representation and voting power that reflects the larger size of our community and this continues to be a goal. Please share the approximate populations/municipal budgets of each WRRMA member community (AA township, Dexter, Pittsfield Township, Saline, Scio township, Ypsilanti, Ypsilanti township) and the comparable numbers for Ann Arbor. (Councilmember Nelson)

**Response:** The following chart contains population and budget data for WRRMA member communities and the City of Ann Arbor.

Voting Members	Population	Budget (Total Expenditures)
Ann Arbor Township	4,202	<a href="#">\$1.2 million (2018)</a>
Pittsfield Township	38,567	<a href="#">\$14.8 million (2018)</a>
Scio Township	17,624	<a href="#">No data available</a>
City of Dexter	4,644	<a href="#">\$11.3 million (2019-2020)</a>
City of Saline	9,251	<a href="#">\$9.9 million (2018)</a>
City of Ypsilanti	20,828	<a href="#">\$39,332 \$13.7 (2017-18 )</a>
<b>Non-Member</b>		
City of Ann Arbor	120,735	<a href="#">\$104.6 million (2018)</a>
Population Data: Southeast Michigan Council of Governments <a href="https://maps.semcog.org/CommunityExplorer/?shortcut=Total_Population">Community Explorer Tool</a> . <a href="https://maps.semcog.org/CommunityExplorer/?shortcut=Total_Population">https://maps.semcog.org/CommunityExplorer/?shortcut=Total_Population</a>		
Budget Data found on member communities' websites – see embedded links above.		

**Question:** The memo states that University of Michigan and Eastern Michigan University were also “part of the process.” What was their involvement? (Councilmember Nelson)

**Response:** The University of Michigan and Eastern Michigan University were invited to participate in the Authority Formation Committee and regularly sent updates as a part of the WRRMA formation process. The University of Michigan participated in initial Authority Formation Committee meetings.

Universities cannot be WRRMA members, but they can be customers of the Authority and may provide input on topics including collections and processing, as appropriate.

**Question:** The memo attached to the Solid Waste Resources Management (SWRM) plan that was approved on 10/20/20 explained that staff would “attend the WRRMA board meetings as members of the public to observe their activities and monitor for potential opportunities of interaction with the City.” How many WRRMA board meetings have



occurred since 10/20/20? Who attended those meetings on behalf of the City? Are there memos or updates related to those meetings that can be shared? (Councilmember Nelson)

**Response:** Eileen Naples, the City's Resource Recovery Manager regularly attends WRRMA meetings, including the two meetings between October 20, 2020 and January 4, 2021, on behalf of the City. Eileen attends in listening mode only. Meeting agendas and other information are publicly available on WRRMA's website—[www.wrrma.org](http://www.wrrma.org).

**Question:** Was the topic of proportional representation and/or changes in the voting power of participating municipalities discussed at any of the WRRMA board meetings attended by Ann Arbor City staff? Are we aware of any discussion of this topic at WRRMA board or committee meetings not attended by Ann Arbor City Staff? (Councilmember Nelson)

**Response:** City staff attended WRRMA board meetings in listening mode only during which WRRMA members discussed the topic of voting. City staff are not aware if WRRMA members discussed voting during meetings not attended by staff.

**Question:** The SWRM plan includes explanation that the City would “seek opportunities to partner with WRRMA to increase access to collection options for Ann Arbor residents.” What specific partnership opportunities have come up since 10/20/20 (or since 3/4/19) to warrant membership at this time? (Councilmember Nelson)

**Response:** Since March 2019, WRRMA members have:

- Discussed the status of the Washtenaw County full-service drop-off station (DOS), which is located at 2950 Ellsworth Road in Ann Arbor and receives approximately 30,000 vehicle visits each year (47% from City of Ann Arbor's residents). The current DOS has non-repairable structural issues and space constraints and lacks paving.
- Applied for and received a \$125,000 grant from The Recycling Partnership and the Michigan Departments of Energy, Great Lakes, and Environment (EGLE) to support the Authority's goal of reducing recycling contamination, improving the long-term sustainability of local recycling systems and increasing the recycling rate of member communities.
- Drafted a Strategic Plan with short and long-term goals aimed at increasing the quantity of high-quality recycling, pursuing contracting recycling services as a group of member communities, and monitoring and supporting a regional full-service DOS to increase recycling access.

**Question:** If I am interpreting all of this material correctly, Council would need to approve any contract made by the Authority on our behalf and, so, could reject any contract that Authority makes that would violate the City's commitments to good labor practices. I have in mind here: 1) the City's commitment not to contract out union jobs to non-union

workers; 2) the City's commitment to pay the County living wage (approx \$15/hr) to non-union workers hired for City contracts. Am I correct? (Councilmember Disch)

**Response:** Yes, per WRRMA Articles of Incorporation and Resolution 20-1, if the City of Ann Arbor became a WRRMA member, City Council would need to approve any contract made by the authority on the City's behalf. The City is always in a position to reject contract language and not move forward with any proposed contract that the City determines is not acceptable to the City.

**Question:** 1. Would joining the WRRMA supersede council's anti-privatization policy? (Councilmember Grand)

**Response:** Staff is seeking input from Washtenaw County and will provide a response at a later date.

**Question:** 2. Is this true that Ann Arbor could "opt out" of a regional contract supported by the majority of WRRMA members, especially if that contract were to outsource to a company that does not use union labor? (Councilmember Grand)

**Response:** Staff is seeking input from Washtenaw County and will provide a response at a later date

**Question:** 3. It seems that the initial focus of the WRRMA is on recycling. Are there plans to expand the scope to commercial waste, residential waste, and/or organics? (Councilmember Grand)

**Response:** Staff is seeking input from Washtenaw County and will provide a response at a later date

**Question:** 4. What is the role of RAA in the WRRMA? (Councilmember Grand)

**Response:** Staff is seeking input from Washtenaw County and will provide a response at a later date

**Question:** The staff memo noted that the WRRMA adopted a resolution in 2020 to "*consider and acknowledge the particular needs and requirements of each member, including but not limited to existing and future labor terms and wage matters.*" That seems like a good step towards addressing the concerns that we don't want sacrifice our commitment to labor to advance our environmental priorities, but the language is a bit vague. Please elaborate. (Councilmember Briggs)

**Response:** WRRMA must secure approval from each member community's legislative body before entering into any contract over \$5000 per member community. Should the City of Ann Arbor become a member of WRRMA, the Authority would not have the power to contract on the City's behalf. Additionally, in the process of negotiating and securing any contract involving the management of recyclables, Ann Arbor's current labor and

wage requirements, environmental priorities, and operational considerations would be incorporated into the contract terms.

**Question:** It is my understanding that the WRRMA is not considering contracting for services in the near future, but that if it did 1) any future RFP would bundle the specific service needs and commitments of each member community, 2) there would be a contract with WRRMA, as well as individual contracts with member communities allowing us to honor our commitments to labor as well as other priorities; and 3) there would be the opportunity for portability, so that if a new contractor was selected that we hadn't used in the past that contractor could be required to hire the same individuals currently providing the service at the same pay/benefits. Is this correct? (Councilmember Briggs)

**Response:** Per WRRMA Resolution 20-1, any future contract involving the management of recyclables (or for other authorized purposes for WRRMA as an authority) will consider member communities' specific needs and requirements including, but not limited to, existing and future labor terms, wage matter, hours of operation, days of operation, trucking routes, and other issues raised by member communities.

If the City of Ann Arbor joins WRRMA, we may participate in contracts involving the management of recyclables as a member of WRRMA, and we may additionally have City of Ann Arbor-only contracts regarding the management of recyclables. Both types of contract vehicles would allow the City of Ann Arbor to meet Ann-Arbor specific requirements.

The issue of portability has not been determined and is an item for the WRRMA Board to discuss and for WRRMA member communities' legislative bodies to approve or deny.

**Question:** Also, is it correct that the bylaws don't prevent an elected official from serving as the voting member of WRRMA? (Councilmember Briggs)

**Response:** Correct. WRRMA's Articles of Incorporation do not prevent elected officials from serving as a designated representative on the WRRMA Board of Trustees.

**Question:** Finally, please share the current bylaws and any adopted resolutions since incorporation. The WRRMA does not have meeting minutes/records posted on their website. (Councilmember Briggs)

**Response:** WRRMA Resolution 20-1 is attached in Legistar.

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OFFICIAL SEAL

10/07/08

Washtenaw Co., MI  
Lawrence Kestenbaum  
Clerk Register

L-4701 P-884

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02:09 P  
10/07/08

ACS-5868492-EAS-2008-7  
Lawrence Kestenbaum, Washtenaw

L-4701 P-884

### GRANT OF EASEMENT

**KNOW ALL PERSONS BY THESE PRESENTS:** That **LIBERTY & MAPLE, LLC**, a Michigan limited liability company, whose address is 1785 W. Stadium Blvd., Suite 202, Ann Arbor, MI 48103, hereinafter referred to as Grantor, hereby 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 main and sanitary sewer and appurtenances thereto, all of which are hereinafter referred to as a 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:

#### Parcel Description:

A parcel of land located in the SE ¼ of Section 25, T2S, R5E, Scio Township (now City of Ann Arbor), Washtenaw County, Michigan, being further described as follows:

Commencing at the E ¼ corner of said Section 25 running S00° 28' 00" W 1050.00 feet along the E line of Section 25, said line also being the centerline of Maple Road (66 feet wide) and N89° 32' 00" W 153.00 feet to the POINT OF BEGINNING; thence S00° 28' 00" W 60.00 feet; thence S89° 32' 00" E 153.00; thence along the centerline of Maple Road on the E ¼ line of Section 25; S00° 28' 00" W 170.00 feet; N89° 32' 00" W 33 feet; thence S00° 28' 00" W 90.00 feet; thence N89° 32' 00" W 12.00 feet; thence S00° 28' 00" W 308.55 feet; thence along the centerline of W. Liberty Road (66 feet wide); S75° 26' 00" W 536.80 feet; thence N00° 15' 00" E 767.79 feet; thence S89° 32' 00" E 413.33 feet to the POINT OF BEGINNING.

#### Easement legal descriptions:

##### Sanitary sewer easement:

Thirty (30) foot wide sanitary sewer easement located in the Southeast 1/4 of Section 25, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan, commencing at the East 1/4 corner of said Section 25; thence South 00° 28' 00" West 1138.22 feet; thence North 89° 32' 00" West 33.00 feet to the point of beginning; thence North 89° 47'



47" West 30.19 feet; thence North 78° 49' 46" West 81.92 feet; thence North 51° 37' 24" West 111.16 feet; thence North 89° 32' 00" West 216.67 feet; thence South 80° 45' 40" West 114.54 feet; thence South 00° 15' 00" West 333.83 feet; thence South 51° 35' 00" East 332.58 feet; thence North 38° 25' 00" East 30.00 feet; thence North 51° 35' 00" West 318.00 feet; thence North 00° 15' 00" East 293.85 feet; thence North 80° 45' 40" East 86.59 feet; thence South 89° 32' 00" East 203.82 feet, thence South 51° 37' 24" East 108.12 feet; thence South 78° 49' 46" East 92.05 feet; thence South 89° 47' 47" East 32.94 feet; thence North 00° 28' 00" East 30.00 feet to the point of beginning.

**Water main easement:**

Water main easement located in the Southeast 1/4 of Section 25, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan, commencing at the East 1/4 corner of said Section 25; thence South 00° 28' 00" West 1128.22 feet; thence North 89° 32' 00" West 33.00 feet to the point of beginning; thence North 89° 47' 47" West 10.06 feet; thence North 80° 49' 12" West 97.95 feet; thence North 51° 37' 24" West 5.83 feet; thence North 89° 32' 00" West 8.52 feet; thence North 00° 28' 00" East 6.63 feet; thence North 51° 37' 24" West 86.86 feet; thence North 89° 32' 00" West 337.75 feet; thence South 45° 21' 30" West 9.95 feet; thence South 00° 15' 00" West 387.13 feet; thence South 89° 45' 00" East 34.91 feet; thence South 51° 35' 00" East 213.54 feet; thence South 38° 25' 00" West 10.95 feet; thence South 14° 29' 04" East 56.62 feet; thence North 75° 30' 56" East 15.00 feet; thence South 14° 29' 04" East 55.48 feet; thence South 75° 30' 56" West 15.00 feet; thence South 14° 29' 04" East 30.61 feet; thence North 75° 26' 00" East 40.00 feet; thence North 14° 29' 04" West 30.56 feet; thence South 75° 30' 56" West 10.00 feet; thence North 14° 29' 04" West 55.45 feet; thence North 75° 18' 49" East 10.00 feet; thence North 14° 29' 04" West 44.87 feet; thence North 38° 25' 00" East 26.14 feet; thence North 51° 35' 00" West 260.88 feet; thence North 89° 45' 00" West 13.46 feet; thence North 00° 15' 00" East 300.39 feet; thence North 80° 45' 40" East 18.45 feet; thence North 00° 08' 40" West 15.54 feet; thence South 89° 32' 00" East 271.14 feet; thence South 51° 36' 24" East 108.30 feet; thence South 80° 49' 12" East 111.51 feet; thence South 89° 47' 47" East 13.02 feet; thence North 00° 28' 00" East 40.00 feet to the point of beginning.

**For good and valuable consideration less than \$100.00, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:**

This grant 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.

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Lawrence Kestenbaum, Washtenaw02:09 P  
10/07/08

L-4701 P-884

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 City.

3. The Grantor shall grant no further easements for other utilities in, on, or over the above-described easement without first obtaining approval therefore 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 Utilities Department. Any relocation of any part of said system caused by its location in a position other than as described in said plans shall be at the expense of the Grantor.

(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 benefits of the parties hereto, their successors, heirs, executors and assigns.

Dated this 12th day of September, 2008.

**LIBERTY & MAPLE, LLC, a  
Michigan limited liability company**

By: Praedium Group, Inc., a Michigan corporation,  
Member

By:   
\_\_\_\_\_  
Michael J. Concannon  
Its: President

**STATE OF MICHIGAN  
COUNTY OF WASHTENAW**

The foregoing instrument was acknowledged before me this 12th day of September, 2008, by Michael J. Concannon, President of Praedium Group, Inc., a Michigan corporation, Member of **LIBERTY & MAPLE, LLC**, a Michigan limited liability company, on behalf of the grantor.



Wendy Klinge  
Wendy Klinge, Notary Public  
Washtenaw County, MI  
Acting in Washtenaw County, MI  
My Commission Expires: 4-10-2013



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Lawrence Kestenbaum, Washtenaw

L-4701 P-884

Prepared By and When Recorded Return To:

Marylou Zimmerman

City Attorney's Office, City of Ann Arbor

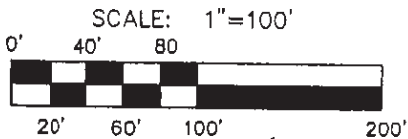
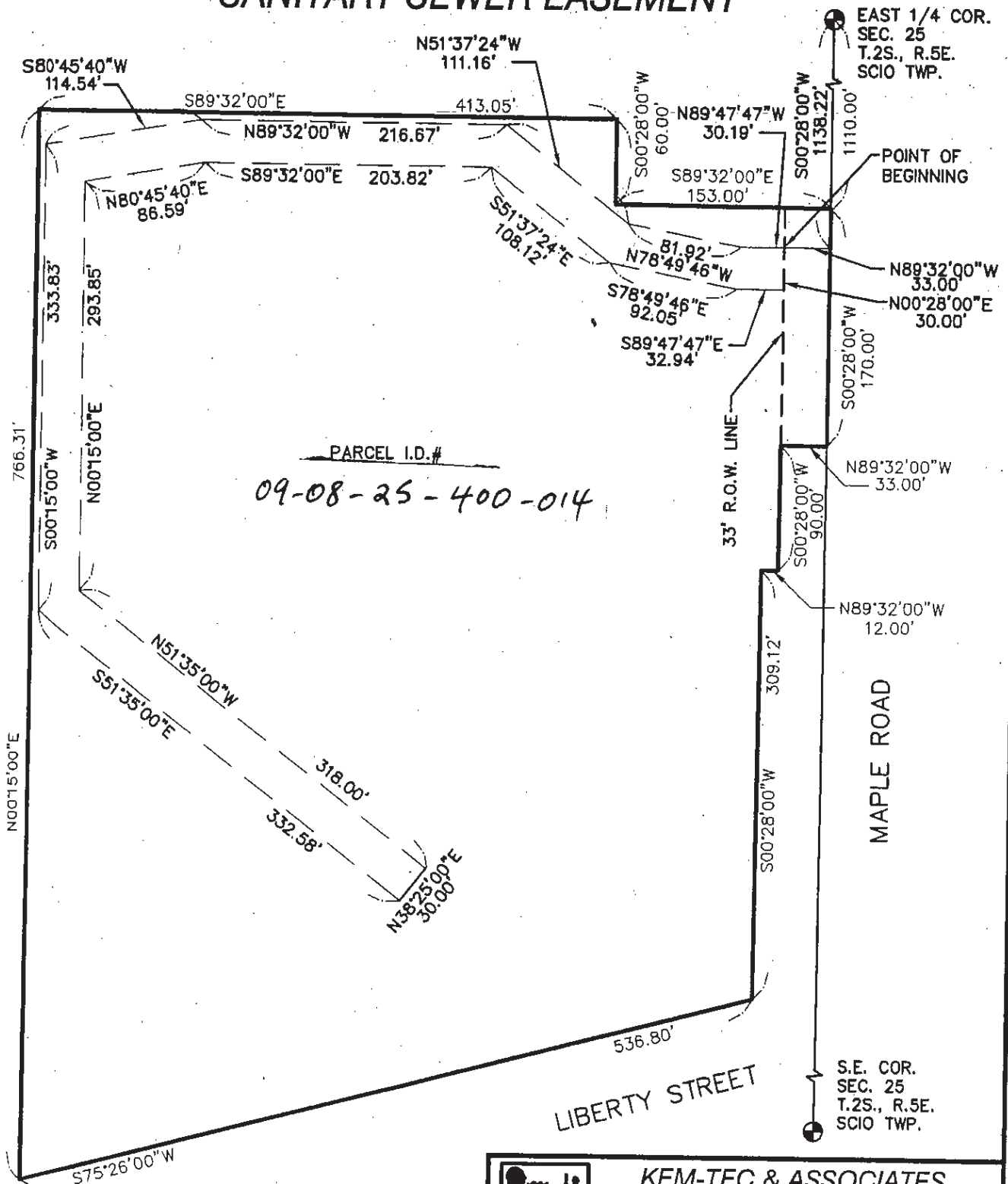
100 N. Fifth Avenue


Ann Arbor, MI, 48107

Tax Parcel Code No.: 09-08-25-400-014



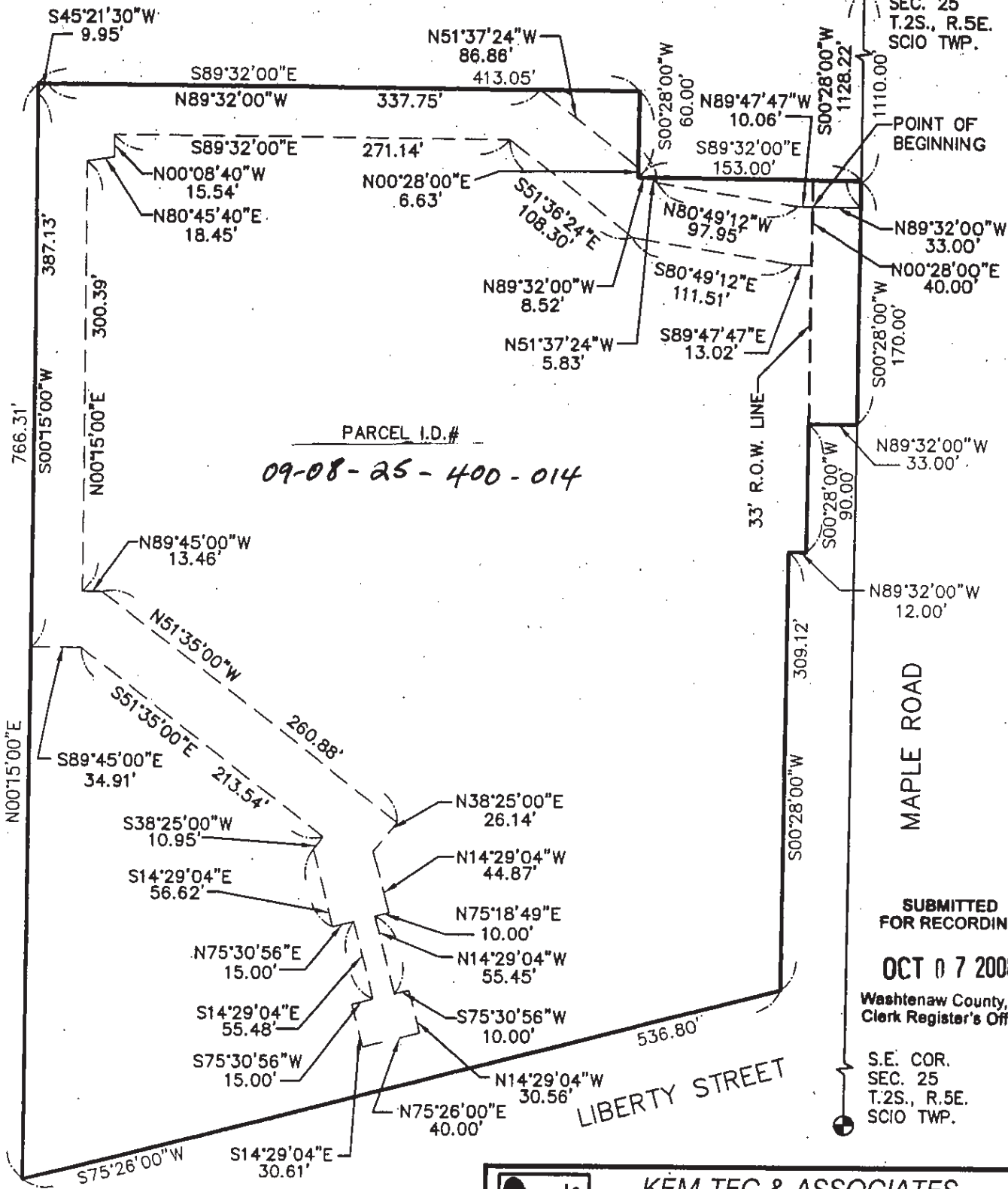
# SANITARY SEWER EASEMENT



 <b>KEM-TEC &amp; ASSOCIATES</b> 22556 GRATIOT AVE. EASTPOINTE, MI 48021 PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS (586)772-2222 * FAX (586)772-4048	
CERTIFIED TO: LIBERTY MAPLE LLC	
DRAWN BY: CS	DATE: JUNE 21, 2006
SCALE: 1" = 100'	SHEET: 2 OF 2
JOB NO.: 06-07808	

# WATER MAIN EASEMENT

EAST 1/4 COR.  
SEC. 25  
T.2S., R.5E.  
SCIO TWP.



PARCEL I.D.#

09-08-25-400-014

33' R.O.W. LINE

MAPLE ROAD

LIBERTY STREET

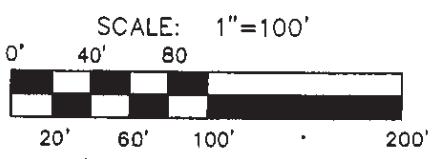
**SUBMITTED FOR RECORDING**

**OCT 07 2008**

Washtenaw County, MI  
Clerk Register's Office

S.E. COR.  
SEC. 25  
T.2S., R.5E.  
SCIO TWP.

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 10/07/08  
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 Lawrence Keatenbaum, Mshhtenaw  
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JOB NO.: 06-07808	

Stormwater System drainage area to the project site. (all red lines)

University Property (Yellow)

Project Location

