

WATER AGREEMENT

THIS AGREEMENT, made this 7th day of April, 1989, by and between Thomas H. Wilson and Iva M. Wilson (Husband and Wife) residing at 305 Rock Creek Court (09-27-353-011), Ann Arbor, Michigan hereinafter called the CUSTOMER, and the CITY OF ANN ARBOR, a Michigan municipal corporation, having a principal place of business at 100 North Fifth Avenue, Ann Arbor, Michigan, hereinafter called the CITY,

WITNESSETH:

WHEREAS, the CUSTOMER(S) is/are the owners of the real property located at 305 Rock Creek Court, Ann Arbor, Michigan, which property is not at this time within the corporate limits of the City of Ann Arbor; and, further described as Attachment A; and;

WHEREAS, Section 2:23 of Chapter 27, Title II of the Ann Arbor City Code prohibits the furnishing of water outside City limits except under certain conditions;

IT IS HEREBY AGREED:

1. That the CITY shall furnish water to premises located at 305 Rock Creek Court, Ann Arbor, Michigan, commencing on the 08 day of May, 19 89, or any day thereafter as requested by CUSTOMER;
2. That 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. That the CUSTOMER shall pay the proportionate cost of mains furnishing the service, as follows: In consideration of the City's allowing the connection of the above-described property to the water main located in Orchard Hills Drive, which connection would not normally be allowed, and in further consideration of the City's allowing this connection without payment of a special assessment, customers:
  - a. Acknowledge that the above-described property will benefit especially from the future construction and installation of the Rock Creek Court water main.
  - b. Agree to pay, as a special assessment for the costs of construction of the Rock Creek Court water main, that property's fair share of the improvements which benefit said property, as determined by the City, although said property will not be connected to the Rock Creek Court water main upon its installation.
  - c. Acknowledge that this agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, personal representatives and assigns.
4. That the CUSTOMER shall pay the connection charges specified in Chapter 27, Title II of the Ann Arbor City Code;
5. That 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 such payments are due by addition to the CITY tax roll;
6. The unpaid charges shall be a lien on the property serviced pursuant to this Agreement;
7. That the CUSTOMER shall annex the said property to the CITY when possible, and shall pursue the annexation procedure promptly and diligently;
8. That should the CUSTOMER fail to pursue the annexation procedure promptly and diligently, or fail to pay 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. That upon annexation of the property to the CITY, the rate shall revert to that paid by all CITY users of water.

Original agreement taken to ~~to~~  
JCRB 6/12/89  
C. S. Field } 6/26/89  
E. L. Weather

WITNESSES:

Jane P. Hanlin  
Jane P. Hanlin  
Patricia J. Nugent  
Patricia J. Nugent

CUSTOMER

Thomas H. Wilson  
Thomas H. Wilson  
Iva M. Wilson  
Iva M. Wilson

CITY OF ANN ARBOR, a Michigan municipal corporation

Cynthia C. Kokkales  
Cynthia C. Kokkales  
Vivian West  
VIVIAN WEST

By Gerald Jernigan  
Its Mayor Gerald Jernigan  
By W. Northcross  
Its Clerk W. Northcross

New York  
STATE OF ~~MICHIGAN~~ SS.  
(COUNTY OF ~~WASHTENAW~~)  
SENECA

The foregoing instrument was acknowledged before me this 8th day of May  
19 89, by Thomas H. Wilson and Iva M. Wilson



Jane P. Hanlin  
Notary Public  
Washtenaw County, Michigan

My commission expires: JANE P. HANLIN  
Notary Public, State of New York  
Qualified in Seneca County  
No. 4853315  
Term Expires June 23, 1990

STATE OF MICHIGAN SS.  
(COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 8th day of May  
19 89, by GERALD JERNIGAN and W. Northcross

Mayor and Clerk, respectively, of the City of Ann Arbor, a Michigan municipal corporation, on behalf of said corporation.

Diane Reed  
Diane Reed Notary Public

Washtenaw County, Michigan

My commission expires: 9-24-89

Approved as to Substance:

Del D. Borgsdorf  
Del D. Borgsdorf  
City Administrator

Approved as to Form:

K. Bruce Laidlaw  
K. Bruce Laidlaw  
City Attorney

Wayne H. Abbott, Jr.  
Wayne H. Abbott, Jr.  
Utilities Director

Drafted by Wayne H. Abbott Jr., Utilities Director  
City of Ann Arbor Utilities Department, 100 North Fifth Avenue,  
Ann Arbor, Michigan 48104

CONTINUATION SHEET

COMMITMENT/POLICY NO.

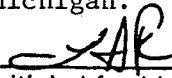
WASH: 38448  
PAGE 2

Description of a 25 foot wide private easement for ingress and egress and public utilities. A 25 foot wide private easement for ingress and egress, extending from the north line of Rock Creek Court to the west line of Lot 61, Hillwood Subdivision No. 5 as recorded in Liber 21 of Plats, Pages 42-44, inclusive, Washtenaw County Records and as amended in Liber 25 of Plats, page 38, Washtenaw County Records, having the following described centerline: Commencing at the SW corner of Lot 63, Hillwood Subdivision No. 5, as recorded in Liber 21 of Plats, Pages 42-44, inclusive, Washtenaw County Records and as amended in Liber 25 of Plats, page 38, Washtenaw County Records; thence along the northerly line of Rock Creek Court 1.63 feet along the arc of a 60.00 foot radius circular curve to the left, chord bearing S 51°22'50" W 1.63 feet for a place of beginning; thence N 31°15' W 65.98 feet; thence 83.57 feet along the arc of a 42.00 foot radius circular curve to the right, chord bearing N 25°45' E 70.45 feet; thence N 82°45' E 80.14 feet to the west line of Lot 61 of said subdivision for a place of ending, said point being N 13°13'55" E 120.23 feet from the SW corner of said Lot 61, being a part of Lots 61, 62, 63 and 64 of said Hillwood Subdivision No. 5.

Description of a 30 foot wide sanitary sewer easement as relocated: Commencing at the NE corner, Lot 62, Hillwood Subdivision No. 5 as recorded in Liber 21 of Plats, Pages 42-44, inclusive, Washtenaw County Records and as amended in Liber 25 of Plats, page 38, Washtenaw County Records, Washtenaw County, Michigan; thence S 88°43'55" W 15.43 feet along the north line of said Lot 62; thence S 61°48' W 27.15 feet along the SE line of an existing sanitary sewer easement for a place of beginning; thence S 3°48'30" E 48.27 feet; thence S 29°51'35" W 63.30 feet; thence S 68°26'35" W 122.37 feet; thence N 10°32'40" E 35.42 feet along the east line of an existing sanitary sewer easement; thence N 68°26'35" E 93.05 feet; thence N 29°51'35" E 43.73 feet; thence N 3°48'30" W 25.59 feet; thence N 61°48' E 32.94 feet along the SE line of an existing sanitary sewer easement to the place of beginning, being part of Lots 61, 62, and 63 of said Hillwood Subdivision No. 5.

Description of a private easement for a sanitary sewer lead: Commencing at the NE corner Lot 62, Hillwood Subdivision No. 5 as recorded in Liber 21 of Plats, Pages 42-44, inclusive, Washtenaw County Records and as amended in Liber 25 of Plats, page 38, Washtenaw County Records, Washtenaw County, Michigan; thence S 88°43'55" W 70.21 feet along the north line of said Lot 62; thence S 3°48'30" E 52.84 feet; thence S 29°51'35" W 43.73 feet; thence S 68°26'35" W 128.46 feet for a place of beginning; thence S 10°32'40" W 26.31 feet along the west line of an existing sanitary sewer easement; thence N 39°12'40" W 23.39 feet along the NE line of the SW portion of Lot 63 of said Hillwood Subdivision No. 5; thence N 68°26'35" E 21.07 feet to the place of beginning, being part of Lot 63 of said Hillwood Subdivision No. 5.

Property located in Ann Arbor Township, Washtenaw County, Michigan.

  
Initialed for Identification

# American Title Insurance Company

## CONTINUATION SHEET

305 ROCK CREEK COURT  
ANN ARBOR, MI 48104

COMMITMENT/POLICY NO.

Tax ID:09-27-353-011

WASH: 38448

Lot 64, Hillwood Subdivision No. 5, as recorded in Liber 21 of Plats, Pages 42-44, inclusive, Washtenaw County Records and as amended in Liber 25 of Plats, Page 38, Washtenaw County Records.

Also, commencing at the NE corner of Lot 62, Hillwood Subdivision No. 5, as recorded in Liber 21 of Plats, Pages 42-44, inclusive, Washtenaw County Records and as amended in Liber 25 of Plats, Page 38, Washtenaw County Records, Washtenaw County, Michigan; thence S 88°43'55" W 341.49 feet along the north line of Lots 62 and 63 of said Hillwood Subdivision No. 5 for a place of beginning; thence S 39°12'40" E 231.78 feet; thence S 19°49'30" E 88.07 feet; thence 12.50 feet along the arc of a non-tangential circular curve to the left, radius 60.00 feet, chord bearing S 57°54'55" W 12.48 feet along the NW line of Rock Creek Court; thence N 27°56'10" W 67.38 feet along the NE line of Lot 64 of said Hillwood Subdivision No.5; thence continuing along said NE line N 61°11'15" W 152.67 feet; thence N 6°59' E 70.48 feet; thence S 88°50' W 20.00 feet; thence N 1°10' W 40.92 feet along the east line of Orchard Hills No. 1, as recorded in Liber 10 of Plats, Page 44, Washtenaw County Records, Washtenaw County, Michigan; thence N 88°43'55" E 25.00 feet along the north line of said Lot 63 to the place of beginning, being subject to and including a 25 foot wide private easement for ingress and egress and public utilities, as described below, also being subject to and including a 30 foot wide sanitary sewer easement as relocated as described below, also including a private easement for a sanitary sewer lead, as described below, being part of Lot 63 of said Hillwood Subdivision No. 5.

SEE CONTINUATION SHEET PAGE 2 ATTACHED

RECORDED  
WASHTENAW COUNTY MI  
JUN 12 9 58 AM '89  
ROBERT M. HARRISON  
COUNTY CLERK/REGISTRAR

*SB*

Initialed for Identification

NUMB 311

MISC

11.00

8383 0333003 2634 9:55AM 6/12/89

LIBER 25 PLAT PAGE 603  
Page 4 of 4

*151*

*1011*



## CITY OF ANN ARBOR, MICHIGAN

100 North Fifth Avenue, P.O. Box 8647, Ann Arbor, Michigan 48107-8647  
<http://www.ci.ann-arbor.mi.us>

Engineering Division	(734) 994-2744	Fax (734) 994-1744
Fleet Services Division	(734) 994-2815	Fax (734) 994-2701
Transportation Division	(734) 994-2818	Fax (734) 994-1765

Public Services Department  
March 16, 2007

Mr. & Dr. Wilson  
305 Rock Creek Ct.  
Ann Arbor, MI 48104

Re: Water Main Improvement Charge

Dear Mr. & Dr. Wilson,

This is a follow-up to my conversation with Mr. Wilson on Wednesday, March 14, 2007. I am in the process of reviewing utility files to ensure that all necessary steps have taken place. These steps include that the property annexed, connection was made to available utilities, and payment was made for improvement charges.

In reviewing the details for 305 Rock Creek, I find that annexation did take place on 6/20/1994 per the State of Michigan. I also found that your property is "active" for both water and sanitary sewer. I found documentation that confirms the sanitary sewer improvement charge for your property is \$0.

In looking further, I located the recorded water agreement (Liber 2323 Page 280) that allows you to tap into the Orchard Hills water main. Please see item #3 on this agreement (copy enclosed).

We discussed an option made available to you. This option allows you to pay the current fixed water improvement charge of \$11,194. We would levy this amount and allow an installment plan with 10 payments, with interest at 7.179% per annum. If you accept this option, this would be placed on the May 7, 2007, agenda and the first payment would be due June 21, 2007, (1/10<sup>th</sup> of the \$11,194 = \$1,119.40) with no interest on the first payment if paid timely. Subsequent payments would be due June 1 of each year and would incur interest.

I found documents indicating the assessment on the Orchard Hills assessment roll was \$11,268.01. Additionally, the fixed improvement charge of \$11,194 is the 2005 rate. We did not raise the charge in 2006. The water improvement charge will be indexed in 2007, and it will be indexed each and every year as approved by Council. When the

water main is constructed in Rock Creek Court, the residents will be required to pay the fixed improvement charge in place at the time of connection.

**If you wish for me to pursue levying the 2005 fixed improvement charge of \$11,194 against your property, please advise me of this in writing by Monday, March 26, 2007.**

I can be reached via email at [bsevig@a2gov.org](mailto:bsevig@a2gov.org) or phone at 994-4212 should you have any questions.

Sincerely,

*Beverly J. Selvig*

Beverly J. Selvig  
Management Assistant

3/18/08

Did not  
respond to offer of last year  
at lower cost.

orig. agreement  
remains in place  
(will make for future rate or sewer construction)

*Beverly*