

## EASEMENT AGREEMENT

### WATER MAIN

This agreement is between **JOHN K. MORRIS AND MICHELLE X. MORRIS, HUSBAND AND WIFE** (collectively, "**Grantor**"), whose address is 3125 Hunting Valley Road, Ann Arbor, Michigan 48104, and the **CITY OF ANN ARBOR ("City")**, a Michigan municipal corporation, with its address at 301 East Huron Street, Ann Arbor, Michigan 48104.

### RECITALS

1. Grantor is the owner of real property located in the City of Ann Arbor, Washtenaw County, Michigan, commonly known as 3125 Hunting Valley Road, described in Liber 5203, Page 763 of Deeds, Washtenaw County Records and as:

Commencing at the East 1/4 corner of Section 34, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N 0°55' W 964.02 feet; thence N 82°16' W 64.78 feet; thence S 13°54' W 0.57 feet; thence along the northerly line of Hunting Valley Subdivision No. 2, as recorded in Liber 15 of Plats, Page 47, Washtenaw County Records, S 80°02' W 133.70 feet for a Place of Beginning; thence continuing along the northerly line of said Hunting Valley Subdivision No. 2, S 80°02'00" W 181.00 feet; thence N 29°41'23" W 142.79 feet; thence N 50°47'31" E 110.85 feet; thence N 36°15'33" E 110.00 feet; thence S 48°04'13" E 215.32 feet; thence S 43°00' W 100.00 feet; thence S 09°58' E 35.00 feet to the Place of Beginning, being a part of the northeast 1/4 of said Section 34, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan.

2. Grantor wishes to construct a garage partly within the City's existing water main easement. The City anticipates a future project to relocate the existing water main within Grantor's property. By this agreement, the parties intend to allow Grantor to construct a garage within the existing easement, grant the City additional easement space for the purpose of relocating the existing water main, and establish a process for the City to vacate the existing water main and reduce the size of the easement upon completion of the water main relocation project.

## AGREEMENT

The parties therefore agree:

1. Grantor confirms the grant of the existing 40-foot-wide water main easement, as illustrated on Exhibit A and described in a deed recorded in Liber 1399, Page 369, Washtenaw County Records and grants to the City a new 60-foot-wide easement, as illustrated and described on Exhibit A. Both the new and existing easements shall be subject to the terms of this agreement and shall collectively be referred to as the "Easement."

2. The City shall have the right to construct, install, access, maintain, alter, repair, replace, abandon, and remove water mains and appurtenances ("Public Utilities Systems") within the Easement, for which purposes the City may conduct all appropriate activities, including use and temporary storage of materials, motor vehicles, and equipment; removal of vegetation or trees; and excavations, backfilling, and grading. The City shall have reasonable access over Grantor's property as necessary to access the Easement.

3. Except as provided in paragraph 7 of this agreement, within the Easement, Grantor shall not construct any footing, foundation, or permanent structure, make any change in grade, or bury, obstruct, impair, or otherwise make inaccessible any manhole, standpipe, grate, drain, vent, or other surface element of the Public Utilities Systems.

4. To the extent permitted by applicable laws, including zoning and site plans, and upon receipt of all necessary permits and approvals, Grantor may use the Easement for purposes that do not interfere with the City's permitted use of the Easement. Except as provided in paragraph 7 of this agreement, Grantor shall remove any object, structure, vegetation, improvement, or installation within the Easement upon request by the City if the City determines that removal is necessary to protect Public Utilities Systems or to facilitate the City's permitted use of the Easement. If Grantor fails to effect a requested removal, the City may conduct removal with no liability for damages arising from such removal and no obligation of restoration.

5. Except as provided in paragraph 7 of this agreement, when using the Easement for its permitted purposes the City may move or remove any item within the Easement, whether permitted or not, including any object, structure, vegetation, improvement, or installation. The City shall not be liable for damages arising from such movement or removal and shall have no obligation to restore, replace, or pay for a moved or removed item, except as follows: if the City's use of the Easement requires cutting, excavation, or removal of a paved area, the City shall restore the paved area with standard asphalt (or standard concrete if the paved area was concrete); if the City's use of the Easement disturbs an unpaved area, the City shall restore the area with grass; restoration of any other any object, structure, vegetation, improvement, or installation shall be Grantor's responsibility and cost.

6. Grantor shall not grant any other utility easement that overlaps this

Easement without prior approval from the City.

7. Notwithstanding any other provision of this agreement, Grantor shall have the right, after obtaining all necessary permits and approvals, to construct and maintain part of a residential garage structure within the Easement in the configuration shown on the construction plans approved by the City and attached as Exhibit B. Grantor waives all claims against the City that accrue after the date of this agreement for damage to the garage arising from water escaping from Public Utilities Systems.

8. If and when the City replaces or relocates the Public Utilities Systems existing as of the date of this agreement, the City shall record an instrument legally describing a revised permanent easement for the new Public Utilities Systems and access from the public right-of-way ("Revised Easement"). The Revised Easement shall be within the footprint of the Easement, shall not include any part of the residential garage shown in Exhibit B, and shall be consistent with the City's then-current standards for easement width and access. The City shall also record, in the same or another instrument, a release of the remainder of the Easement. The Revised Easement shall be subject to the same terms and conditions of this agreement.

9. The City shall be permitted to abandon in place any or all of the Public Utilities Systems. Upon abandonment, the City shall relinquish ownership of and have no further obligation to maintain or remove the abandoned Public Utilities Systems and Grantor accepts the property "as-is" and waives all claims against the City with respect to the abandoned Public Utilities Systems.

10. This grant of Easement shall run with the land and shall be binding on and inure to the benefit of Grantor, the City, and their respective successors, heirs, executors, and assigns.

11. This grant of Easement is made for consideration less than \$100.00.

12. The undersigned state that they have the authority to execute this grant of Easement.

*(Signatures on following pages)*

**GRANTOR**

By: John K. Morris  
John K. Morris

Signed on: 5-18, 2026 in:  
State of Michigan  
County of Washtenaw

This instrument was acknowledged before me on MAY 18, 2026  
by John K. Morris.

Rachel Ann Rickinger, Notary Public  
County of WASHTENAW, Michigan  
Acting in County of WASHTENAW  
My Commission Expires:

RACHEL ANN RICKINGER  
Notary Public, State of Michigan  
County of Washtenaw  
My Commission Expires Nov. 02, 2027  
Acting in the County of WASHTENAW

By: Michelle X. Morris  
Michelle X. Morris

Signed on: 5-18-26, 2026 in:  
State of Michigan  
County of Washtenaw

This instrument was acknowledged before me on MAY 18, 2026  
by Michelle X. Morris.

Rachel Ann Rickinger, Notary Public  
County of WASHTENAW, Michigan  
Acting in County of WASHTENAW  
My Commission Expires:

RACHEL ANN RICKINGER  
Notary Public, State of Michigan  
County of Washtenaw  
My Commission Expires Nov. 02, 2027  
Acting in the County of WASHTENAW

**CITY OF ANN ARBOR**

\_\_\_\_\_  
Christopher Taylor, Mayor

\_\_\_\_\_  
Jacqueline Beaudry, City Clerk

STATE OF MICHIGAN  
COUNTY OF WASHTENAW

Acknowledged before me on \_\_\_\_\_, 202\_\_\_\_, by Christopher Taylor,  
Mayor and Jacqueline Beaudry, City Clerk, of the City of Ann Arbor, Michigan.

\_\_\_\_\_  
\_\_\_\_\_, 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 (P70380)  
Ann Arbor City Attorney's Office  
301 E. Huron St.  
Ann Arbor, MI 48104

Tax Parcel No. 09-09-34-104-007

**City Internal Approvals**

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Milton Dohoney Jr., City Administrator

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Jorden Roberts, Public Services Area Administrator

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Atleen Kaur, City Attorney

## **EXHIBIT B**

Construction plans approved by the City on \_\_\_\_\_, 2026, with the site layout page attached hereto as Exhibit B and the full plan set on file with the City.