

CITY OF ANN ARBOR - ANN ARBOR CHARTER TOWNSHIP

FIRST RENEWED AND AMENDED WATER SUPPLY AGREEMENT

THIS FIRST RENEWED AND AMENDED WATER SUPPLY AGREEMENT, effective January 1, 2026 (“2026 Water Supply Agreement” or “Agreement”) is entered into by and between the CITY OF ANN ARBOR, a Michigan municipal corporation (hereinafter “City”), and the CHARTER TOWNSHIP OF ANN ARBOR, a Michigan municipal corporation (hereinafter “Township”).

RECITALS

The City owns, operates, and maintains a water supply system (“City System”) and is empowered by Act 34 of the Public Acts of 1917, as amended, to sell water outside its territorial limits to the Township to provide a water supply for its inhabitants;

The Township currently owns, operates, and maintains a water supply system (“Township System”) and purchases a water supply from the City in accordance with a Water Supply Agreement dated March 7, 2005, as amended by the First Amendment thereto dated August 20, 2007 (“2005 Water Supply Agreement”);

On December 13, 2022, pursuant to Section 28 of the 2005 Water Supply Agreement, the City notified the Township in writing of its intent to terminate the 2005 Water Supply Agreement with the good faith intent of updating it to reflect changes to the City System and Township System since 2005 and renewing it;

The Township desires to continue to obtain and purchase water from the City, and the City is willing to continue to supply and sell water to the Township subject to the terms, conditions and limitations set forth below.

DEFINITIONS

Wherever used in this Agreement the terms set forth below shall have the following meaning:

A. Capital Recovery Charge “Capital Recovery Charge” means a fee for a service connection that recovers a portion of the capital costs of common capacity and non-capacity generating assets of the City’s water system such as water treatment plant, storage facilities, transmission and distribution lines, and pump stations.

B. Customer: “Customer” means a person or entity that purchases water from the City or the Township.

C. Delivery Point: “Delivery Point” means the point of connection at which potable water leaves the City System and enters the Township System. The Delivery Points are described in Section 4 of this Agreement and depicted in the Delivery Point Exhibits in Attachment C to this Agreement.

D. Guaranteed Capacity: “Guaranteed Capacity” means the water treatment plant capacity and does not mean or include delivery system capacity. Guaranteed Capacity is described in Section 3 below and the allocations of Guaranteed Capacity are described in Attachment B to this Agreement.

E. Joint Use Water Agreement: “Joint Use Water Agreement” means the Joint Use Agreement for Water Mains between the City of Ann Arbor and Ann Arbor Charter Township dated December 20, 2002, as amended by the First Amendment thereto dated August 20, 2007, a copy of which is attached as Attachment D.

F. Service Area: “Service Area” means the geographic area for which the City will provide water to the Township and within which the Township shall have the right to distribute water. The Service Areas are as described in Section 5 and Attachment A of this Agreement.

AGREEMENT

Based upon the mutual promises contained below, the City and Township agree as follows:

1. Renewal and Amendment; Effective Date. The City and Township agree to renew and amend the 2005 Water Supply Agreement as set forth in this Agreement and further agree that the 2005 Water Supply Agreement expires December 31, 2025, and this 2026 Water Supply Agreement shall take effect on January 1, 2026.

2. Sale of Water. The City agrees to sell and deliver water to the Township subject to the terms, conditions, and limitations of this Agreement, and the Township agrees to purchase water from the City subject to the terms, conditions, and limitations of this Agreement.

3. Quantity of Water Supplied. The City shall provide, and the Township shall take, water at the Delivery Points described in Section 4 below in sufficient quantities to meet all reasonable requirements of the Township’s Customers within the Service Areas described in Section 5 below in accordance with the allocations described in Section 5 below.

3.1. Except as provided in Section 5.1.5 and Section 23.2 below, the maximum quantity of water which the Township may take and which the City may be required to provide shall not exceed 1.5 million gallons per day (“MGD”), and shall not exceed a peak hour flow rate of 3.0 MGD (“Guaranteed Capacity”). The Township shall limit its consumption accordingly. The Township shall provide and utilize sufficient storage facilities so that it shall be in a position to meet the peak demands of its Customers. The City may, upon reasonable advance notice and consultation with the Township, and at the City’s sole cost and expense install flow limiting devices designed to ensure that the peak hour flow rate of 3.0 MGD is not exceeded by the Township. Provided, however, in the event of the Township’s knowing failure and refusal to undertake steps reasonably necessary to prevent non-emergency incidents in which the Township’s peak hour flow rate exceeds 3.0 MGD, after written notice from the City and a reasonable opportunity to cure, then the Township shall be responsible for the reasonable, actual cost of installation of flow limiting devices to ensure compliance with the 3.0 MGD peak hour flow rate limit. The Township also may request, and the City may agree, but is not required to agree, to allow a peak hour flow rate in excess of 3.0 MGD. The City will make reasonable efforts to accommodate peak hour flow rates in excess of 3.0 MGD in unusual circumstances or emergency

situations and shall cooperate with the Township in arranging storage for the Barton Plateau area. If the Township determines additional Guaranteed Capacity to serve any Service Area is necessary, it may notify the City pursuant to Section 31, and upon such notice, the City and the Township agree to meet within thirty days of the date of such notice for good faith negotiations of the capacity limitations of this Section, which may be changed only by a written agreement executed by both parties hereto.

4. Delivery Points; Facilities. The City shall deliver water to the Township at the following locations, which are the Delivery Points, and to the Township Customer service connections on the joint use water mains as defined in the Joint Use Water Agreement as amended, incorporated herein by reference.

4.1. Delivery Point Locations.

4.1.1 Attachment C, Exhibit 1 – Point 1: Newport Road: 192 feet easterly of the northeast corner of the Barton Plateau Subdivision.

4.1.2 Attachment C, Exhibit 1 – Point 2: Maple Road: at the westerly extension of the south line of the Barton Plateau Subdivision. (Approximately 130 parcels).

4.1.3 Attachment C, Exhibit 1 – Points 1 and 2: Existing homes and infill lots in the Hawthorne Hills and Windshadow areas as shown on Attachment A, Figures 1 and 2, shall also be served by Delivery Point 1 and Delivery Point 2. The Township shall be responsible for providing improvements to the Township System to serve such properties.

4.1.4 Attachment C, Exhibit 2 – Point 3 (Future Water Delivery Points): M14 and DhuVarren Road and/or Point 4 (Future Water Delivery Points) Whitmore Lake Road north of the Huron River, shall be the future Delivery Point to serve existing homes and infill lots in the Whitmore Lake Road area as shown on Attachment A, Figures 1 and 2. The Township shall be responsible for providing improvements to the Township System to serve such properties, including with respect to Point 3, any extension to the City System required to serve the Delivery Point (“Extension Improvements”). The Township shall be entitled to recover a proportionate share of the cost of the Extension Improvements made to the City System upon connection of any City property to such Extension Improvements based on the proportionate design flows of the Extension Improvements to such City property. If the Township approves a project that requires connection to Future Delivery Point 3 and that requires construction of Extension Improvements to the City System, then the City and the Township shall cooperate in the design and construction of the Extension Improvements, and the Township shall be entitled to record a notice of the Township’s right to recover a proportionate share of the cost of such Extension Improvements upon connection of any City property to the Extension Improvements.

4.1.5 [DELETED - Former Section 4.5 relating to Exhibit C, Exhibit 3 – Point 5 was deleted by the First Amendment to the 2005 Water Supply Agreement dated August 20, 2007].

4.1.6 Attachment C, Exhibit 4 – Point 6: Clark Rd: west right of way line of U.S. 23 at Clark Road extended easterly as set forth in the Join Use Water Agreement.

4.1.7 Attachment C, Exhibit 5 – Point 7: Plymouth Road: west of the U.S. 23 interchange.

4.1.8 Attachment C, Exhibit 6 – Point 8: Earhart Road: south of the U.S. 23 interchange.

4.2. The City shall have no obligation to agree to additional Delivery Points. Additional Delivery Points, if any, will be located by mutual consent and written agreement of the parties hereto. The Township shall provide and shall be solely responsible for construction, maintenance, and repair of the transmission mains and any necessary pumping facilities, equipment, or appurtenances to transport water from the Delivery Points to and within the Service Areas. The City shall provide and shall be solely responsible for construction, maintenance and repair of the water mains, pumping facilities, equipment, or appurtenances necessary to supply water to the Delivery Points as provided in this Agreement.

4.3. Except as provided in Section 7, if the Township wishes to increase the Service Areas, it may do so only upon agreement with the City, incorporated into an amendment to this Agreement.

5. Service Areas and Capacity Allocations. The Service Areas designated and agreed upon for water service with water supplied by the City under this Agreement are shown on attached Attachment A and described as follows:

5.1. Service Areas. The water Service Areas shall be the areas shown on attached Attachment A and described as follows:

5.1.1 The area bounded on the south by the Ann Arbor Charter Township-Pittsfield Charter Township line, on the west by the US 23 freeway, on the north by the M-14 freeway, and on the east by the Ann Arbor Charter Township-Superior Township line; (Area 5A; see Figures 1 and 3 of Attachment A);

5.1.2 A portion of Superior Township as shown on Attachment A (Area 5A; see Figures 1 and 3 of Attachment A);

5.1.3 The Barton Plateau area as shown on Attachment A; (Area 3A; see Figures 1 and 2 of Attachment A); and

5.1.4 The Windshadow/Hawthorne Hills and Whitmore Lake areas shown on Attachment A, existing homes and infill lots (Area 3A; see Figures 1 and 2 of Attachment A).

5.1.5 Washtenaw Community College (“WCC”) in the event WCC becomes a temporary or permanent customer of the Township (i) as set forth in the Joint Use Water Agreement, as amended, or (ii) as set forth in the Water Service Agreement among the City, the Township and WCC dated August 20, 2007 (“City-Township-WCC

Agreement”), a copy of which is attached as Attachment E. The water supplied by the Township to WCC shall not be counted in the Township’s Guaranteed Capacity allocation so long as the water supplied does not exceed the maximum annual capacity supplied to WCC by the City over the immediately preceding five-year period. Any expansion of WCC facilities and/or uses proposed to be served by public water from the City System shall be subject to approval by the City, and any allocation of Guaranteed Capacity to WCC shall be subject to agreement between the City and the Township as set forth in Section 5.2 below. The water supplied by the Township to WCC shall be primarily from Delivery Point 6, and secondarily from Delivery Points 7 or 8. In the event WCC becomes a temporary customer of the Township, the Township understands and agrees that the City does not guarantee the capacity of the delivery system to deliver water for the Township to serve WCC. The Township has notified WCC that neither the City nor the Township guarantees such capacity pursuant to the City-Township-WCC Agreement.

5.2. Capacity Allocations. The Township’s Guaranteed Capacity is allocated initially among the Township Service Areas as shown on the Delivery Point Exhibits and as stated in Attachment B. In accordance with Section 5.1.5, service to WCC shall be primarily at Delivery Point 6 and secondarily at Delivery Points 7 or 8, with an allocation primarily to Delivery Point 6 and secondarily to Delivery Points 7 or 8. However, the actual delivery point(s) and allocation must be agreed upon by the City and the Township before WCC can become a permanent customer of the Township.

5.3. Changes in Capacity Allocations. Changes in the capacity allocations as provided for in this Section 5, which do not change the Guaranteed Capacity as set forth in Section 3, may be approved by the City Administrator.

5.4. Service by Township. During the term of this Agreement, the Township agrees to provide water service to Township Customers within the Service Areas and in accordance with the capacities described above through water provided by the City, so long as the City can provide such service at the rates and in the manner required by this Agreement. If the City is unable to provide the allocated water capacity required by this Agreement, or if the Township wishes to provide service in excess of the allocated capacity set forth in this Agreement or in areas outside the Service Areas, and the City is unwilling to provide such additional capacity or supplementary service on the same terms as in this Agreement, then the Township shall have the right to obtain water service from another provider or from water sources in the Township.

5.5. Changes in Service Area. Any change in a Service Area will require the prior written consent of both the City and the Township.

6. Storage. The Township agrees to fill its ground storage reservoir at off peak times in consultation with the City or other times agreed upon by City and Township utility representatives to enhance the economic delivery of water to the City and Township. The Township also shall provide or make other arrangements for storage facilities of sufficient capacity to limit its peak hour flow demand rate to a maximum of 3.0 MGD as provided in Section 3 above unless otherwise agreed upon by the City and Township. The City will cooperate with the Township in arranging storage for the Barton Plateau Area.

7. Distribution Within and Outside Service Areas. The distribution by the Township of water supplied by the City shall be limited to the Service Areas as described in Section 5 above including the capacity allocations in Attachment B, and the Joint Use Water Agreement, provided that the Township may supply water to specific Customers or areas beyond the Service Areas with prior written approval of the City as from time to time may be mutually agreed upon by the City and the Township. However, notwithstanding any agreement by the City to allow the Township to supply water to specific Customers or areas outside the Service Areas, the water consumed by such additional Customers or areas shall be included in computations of Township consumption for purposes of Section 3 and Section 4, and the City shall not be obligated to increase or otherwise alter the pressure and quality of the water supplied under Section 8, or the facilities provided under Section 12. The City acknowledges existing contracts between the Township and Superior Township for water service to the Geddes Glen and Towsley areas of Superior Township (“Superior Township Contracts”) and that the Township intends to revise or enter into new Superior Township Contracts. The Township shall have the right to amend the Superior Township Contracts, subject to review and approval by the City Public Services Area Administrator to ensure that the area served is no greater than that set forth on Attachment A, and to ensure that the terms of the revised Superior Township Contracts are consistent with the terms of this Agreement. Approval by the City Public Services Area Administrator will not be unreasonably withheld.

8. Water Pressure and Quality. The City shall use reasonable diligence and care to provide a regular and uninterrupted supply of water under adequate pressure to the Township at the Delivery Points for service to the Service Areas, and to avoid any shortage or interruption of delivery thereof in the same manner as provided Customers within the City. The parties agree that the City’s obligation under this Section 8 is limited only to the extent the Township provides services to Customers within the Service Areas defined in Section 3 and at the Delivery Points set forth in Section 4 (including any additional Delivery Points agreed to under Section 4).

8.1. Normal operating pressure at the Delivery Points may be up to 65 pounds per square inch water pressure (psi) and shall generally be no less than 35 psi gauged at ground level. The Township understands that drought conditions, main breaks, routine system maintenance or high demands such as fire flows may cause this pressure to be reduced for limited periods of time. The City shall strive to maintain the pressure at no less than 20 psi during these periods. Before a planned operational change or design change to the operating pressure at a delivery point by the City, including changes in the designed hydraulic grade of the City System, the City shall provide the Township with reasonable prior written notice of the proposed change in order that the Township will have sufficient time to modify the Township System, at the Township’s expense, to accept the change in operating pressure.

8.2. The water quality at the Delivery Points shall generally, as a minimum, meet the water quality standards of the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division, or its successor agency, along with the Federal Environmental Protection Agency’s primary drinking water standards. The quality of water provided to the Township shall be substantially the same as the quality of water provided to Customers within the City.

9. Protection Against Contamination; Inspection of Backflow Prevention Devices.

9.1. For the protection of all consumers supplied with water from the City system, the Township agrees to guard carefully against all forms of contamination, and that, if at any time contamination should occur, the area or areas affected shall immediately be isolated and remain so until such conditions have been abated and the water declared again safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the areas affected.

9.1.1 The Township shall inform the City Water Utility Supervisor as soon as possible of any contamination within the Township's system, including but not limited to specific information regarding the location of the contamination, the nature of the contamination, and the time of the contamination and the discovery thereof. The Township also shall inform the City of the steps taken to isolate and abate the contamination, and of the decision that the water has been declared again safe and fit for human consumption.

9.1.2 The Township will perform, and maintain records of, inspections of all backflow prevention devices in its system as required by county, state and federal laws and regulations, and such records shall be made available to the City for review upon request.

9.2. For the further protection of all consumers supplied with water from the City system, the City agrees to guard carefully against all forms of contamination, and that, if at any time contamination should occur, the area or areas affected shall immediately be isolated and remain so until such conditions have been abated and the water declared again safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the areas affected.

9.2.1 The City shall inform the Township Utilities Department Director as soon as possible of any contamination within the City's system, including, but not limited to, specific information regarding the location of the contamination, the nature of the contamination, and the time of the contamination and the discovery thereof. The City also shall inform the Township of the steps taken to isolate and abate the contamination, and of the decision that the water has been again declared safe and fit for human consumption.

9.2.2 The City will perform, and maintain records of, inspections of all backflow prevention devices in its system as required by county, state and federal laws and regulations, and such records shall be made available to the Township for review upon request.

10. Water Restrictions. During drought or other emergency conditions, as may be determined and declared by the City in its sole discretion, the City may place reasonable, uniform water use restrictions on its utility Customers. Such restrictions may include, but not be limited to, bans on lawn and landscape irrigation/watering, washing of motor vehicles, or other means of limiting water use by Customers. The Township agrees to adopt or amend as necessary, an ordinance to enforce such bans upon its Customers in the same manner as the City, unless

otherwise administratively agreed upon by the parties.. The Township shall inform the City in writing of its enforcement actions taken with respect to such bans upon request.

11. Temporary Interruption of Water Supply. The parties acknowledge that proper operation of the City water supply system may require the City to discontinue temporarily all or part of the supply of water to the Township. Water service to the Delivery Points may be interrupted without prior notice only in the event of transmission main breaks or other emergency conditions. The City shall immediately notify by telephone the Township Utility Department Director upon learning of any emergency interruptions of service or a drop in pressure to less than 35 psi. Whenever water service to the Delivery Points will be intentionally interrupted temporarily by the City to facilitate repair, modification or connection to the City water system, the City shall, prior to such interruption, give the Township Utility Department Director reasonable notice under the circumstances of the time, duration and area affected by the interruption of service.

12. System Facilities Provided by the City. It is the understanding of both parties that the City will provide such water system facilities as may be necessary to meet the terms of this Agreement, in particular but not limited to the provisions of Sections 3, 4 and 7.

13. Township Responsibility Beyond Delivery Points. Except as otherwise provided in the Joint Use Water Agreement, as amended, (a) responsibility for distributing water from the Delivery Points to the consumers lies entirely with the Township, and (b) the Township shall provide and maintain all Water Services, Curb Stops, and Township water mains within the Township and bear the cost of connecting said mains to and severing them from the Township's water system. It is understood and agreed by both parties that the City's responsibility for water quality, quantity and pressure shall be measured at the Delivery Points and that the City bears no responsibility nor has any liability for any changes in quality, quantity or pressure of water beyond the Delivery Points. The Township shall be responsible for and the City shall not be responsible for changes in water quality beyond the Delivery Points. The City shall be responsible for and the Township shall not be responsible for water quality up to the Delivery Points. The Township and the City shall immediately notify each other of any emergency or condition which may affect the quality of water in either party's system.

14. Design and Construction Standards. Design and construction standards for water system improvements built by the Township and connected to the City's potable water system shall follow the latest edition of "Recommended Standards for Water Works" as published by the Great Lakes Upper Mississippi River Board of State Public Health and Environmental managers. Construction plans for water mains shall be submitted to the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division, or its successor agency. Simultaneously with the EGLE submission, a set of the construction plans shall be submitted to the City's Public Services Area Administrator.

15. Metering. All water furnished shall be measured by (a) meters installed in compliance with City requirements at the Delivery Points or (b) to the extent provided in the Joint Use Water Agreement, as amended, by meters installed at individual Customer locations. The Township shall supply and install, under City supervision, and the City shall maintain a volumetric water flow metering device of a type and design agreeable to the City at the Delivery Points. The Township shall provide and maintain the meter, backflow devices and necessary piping of a type

and design agreeable to the City. The Township also shall provide and maintain safe access to the meter. If the City questions the accuracy of the metering device, the City may test and calibrate the metering device with the cost of such testing and calibration to be paid by the City. In the event that the City should require a replacement metering device, the replacement device shall be installed at the City's cost. The Township shall be permitted to test the metering device for accuracy at any time upon notice to the City. If it found that the device is not within American Water Works Association specifications, the City shall pay for the testing and calibration expenses. If the metering device shall become inoperative, or be determined, through testing, to be inaccurate, the City shall estimate the unmetered flow and the Township shall pay to the City charges for water based upon this estimate by the City subject to the Township's right to review and approve the estimate. If the City does not repair or replace an inoperative or inaccurate meter promptly, the Township may replace or repair the meter at the City's expense.

15.1. If the Township requests an increase in meter size or capacity, the replacement shall be at the Township's expense and shall be treated as installation of a new meter for all purposes under this Section 15.

16. Notice of Development Proposals. At the time of preliminary submission for a commercial, industrial or a residential project requiring ten or more REUs proposed to be served by public water from the City System, the Township agrees to notify the City, in writing in accordance with Section 31, below of such development proposal under consideration by the Township and provide an estimate of new water flows for such development proposal.

16.1. In accordance with Section 3, the City's review of the development proposal will include a determination as to whether or not the development proposal may cause the Township to exceed the Guaranteed Capacity described in Section 3 above or the allocated capacity described in Section 5 above. The City will notify the Township within 30 days of receipt of the Township's submission if there are any such concerns.

17. City's Right to Monitor. Township system operation and storage levels may be monitored by the City to ensure that City operators have knowledge of changing flow requirements within the Township. All monitoring equipment deemed necessary by the City within the Township system will be installed, maintained and repaired by the City at the City's expense under Township supervision.

18. Records. The Township shall maintain suitable records of the numbers and sizes of service connections for all service types defined in the City's rate structure, and the number of persons supplied. These records shall be available to the City at all reasonable times.

19. Payment. The Township agrees to pay for all water supplied by the City, except that for water delivered through Delivery Points identified and described in Section 4, the Township shall be entitled to a two (2%) percent credit for flushing, hydrant maintenance, fire training and pump testing, and firefighting water usage. The rate charged to the Township for water service ("Water Service Charges") shall be equal to 103% of the then current Average Unit Cost Recovery charged to City property owners who are City Customers. "Average Unit Cost Recovery" means the City's total projected rate revenue requirement for a coming year divided by the total projected water system unit sales. The City shall provide the Township each year with

documentation demonstrating the proposed Average Unit Cost Recovery for the coming year. Rates shall be based on the actual cost of service as required by MCL 123.141. These rates and charges shall change only when and in the same proportion as rates and charges are changed for City property owners who are Customers of the City System. The Township will be allowed a reasonable time to review and comment upon proposed changes in these rates and charges prior to enactment, in the same manner as City property owners who are Customers of the City System. New rates and charges will go into effect for the Township on the same day as such rates and charges become effective for City property owners who are City Customers.

19.1. All discounts, charges and payment procedures in effect for City property owners who are Customers of the City System shall apply to the Township.

19.2. Minimum quarterly charges imposed on Customers within the City limits shall not apply to the Township. The Township shall require all water used for any purpose except fire fighting, flushing, hydrant maintenance, fire training and pump testing to be metered at the site of consumption.

20. Capital Recovery Charges. Capital Recovery Charges in accordance with Chapter 27 of the City of Ann Arbor Code, but not including costs for meters, meter horns, meter inspection, or for meter installations, shall be levied for every new connection to the Township System, except capital recovery charges for fire service because the Township's storage facility meets Township customer fire service demands. Customers for which a larger meter or larger tap or additional meters or additional taps are installed shall be considered newly connected for the purpose of imposing the Capital Recovery Charge only. The Capital Recovery Charge shall be paid to the City prior to the installation of the water meter or tap for such Customer and shall be in accordance with the schedule of such Capital Recovery Charges then in effect in the City for City residents who are City Customers, and shall include all credits as provided for in the City Ordinance, such as credits for previous Capital Recovery Charges.

21. Responsibility for Water System.

21.1. It is expressly understood and agreed between the parties that the City shall not be held liable or accountable for any bursting, breakage or accident of any kind that may occur to the Township's water system or any damages of whatsoever kind or nature, including, but not limited to, injury to property or persons resulting therefrom and water mains or pipes located past the Delivery Points specified herein or located within the Township's water system, except (a) to the extent that such liability or damage arises out of or is related to acts or omissions of the City or its agents or contractors, or (b) except as provide in the Joint Use Water Agreement.

21.2. It is expressly understood and agreed by the parties that the Township shall not be liable or accountable for any bursting, breakage or accidents of any kind that may occur within the City's water system or any damages of whatsoever kind or nature, including, but not limited to, injury to property or persons resulting therefrom and water mains or pipes located within the City's water system, except to the extent that such liability or damage arises out of or is related to acts or omissions of the Township or its agents or contractors.

22. Insurance.

22.1. During the term of this Agreement and any extension thereof, the Township shall maintain in effect public liability insurance with upper limits of not less than \$3,000,000 and an uninsured retention of not more than \$25,000. With respect to the water system, the City shall be named as an additional insured. Evidence of such insurance shall be provided to the City upon request.

22.2. During the term of this Agreement and any extension thereof, the City shall maintain in effect public liability insurance with upper limits of not less than Three Million (\$3,000,000) Dollars and an uninsured retention of not more than One Million (\$1,000,000) Dollars. With respect to the water system, the Township shall be named as an additional insured. Evidence of such insurance shall be provided to the Township upon request.

23. Water Supply to City's Water Resource Recovery Facility.

23.1. The Township agrees to furnish water to the City of Ann Arbor Water Resource Recovery Facility ("WRRF") on Dixboro Road for domestic, laboratory and fire supply purposes, when requested by the City, under the same terms and conditions and at the same rate as other Township Customers. The City has constructed water mains necessary to reach the WRRF and, upon execution of this Agreement, will dedicate such mains to the Township. Water consumed at the WRRF for domestic, laboratory and fire supply purposes shall be included in computations of Township consumption for purposes of Section 3 above.

23.2. In the event of an emergency mandated by state or federal law or regulations, the Township agrees to furnish water to the WRRF for process purposes upon request by the City in an amount not to exceed 0.6 MGD, which is also the maximum peak hour flow rate, subject to the following. Process water service lines shall be separately installed in accordance with the Township's usual procedures and under Township supervision and shall be separately metered. Process water shall be furnished to the WRRF on the same terms and conditions and at the same rate as other water supplied to other Township Customers. The City shall design and construct, at the City's expense, after review and approval by the Township Board, and under the Township's supervision, any improvements to the City or Township water system, including storage facilities which the Township Board reasonably determines to be necessary or advisable as a result of furnishing water to the Plant for process purposes. Water consumed by the WRRF for process purposes shall not be included in computations of Township consumption for purposes of Section 3.

24. Use of City Rights-of-Way. The City shall grant the Township permission to use streets, highways, alleys and any other rights-of-way within the City under its control for the purpose of constructing, maintaining and operating the Township water supply facilities upon review and approval of such construction plans by the City. Such plans shall be sealed by a registered engineer and such approval shall not be unreasonably withheld. The Township shall restore all existing structures or improvements lying in said rights-of-way of construction to as good a condition as before the construction took place and shall save harmless the City from any and all liability, claims, suits, actions or causes of action for damages for injuries or otherwise by reason of such construction work by the Township or its agents or contractors. Any such facilities

constructed by the Township shall remain the property of the Township and shall be maintained and operated by the Township, unless otherwise agreed to in writing between the parties.

25. Use of Township Rights-of-Way. The Township shall grant the City permission to use streets, highways, and any other rights-of-way within the Township under its control for the purpose of constructing, maintaining and operating the City's water supply facilities upon review and approval of such construction plans by the Township Board. Such plans shall be sealed by a registered engineer and such approval shall not be unreasonably withheld. The City shall restore all existing structures or improvements lying in said rights-of-way of construction to as good a condition as before the construction took place and shall save harmless the Township from any and all liability, claims, suits, actions or causes of action for damages for injuries or otherwise by reason of such construction work by the City or its agents or contractors. Any such facilities constructed by the City shall remain the property of the City and shall be maintained and operated by the City, unless otherwise agreed to in writing between the parties.

25.1. Water Exploration and Protection. In the event that there is a demonstrated need for development of additional water sources to properly supply water to the Township through the City System, the City may propose to the Township to conduct testing or investigation for such purpose within the Township Service Areas by written notice to the Township Utility Director and the Township Board at least thirty (30) days prior to any such testing or investigation ("Notice"). The Notice shall specify the location and type of testing and investigation to be conducted by the City and shall include the location of any test well and the date or dates on which the well will be tested and the date for any other testing or investigation. The City shall obtain all necessary permits for such testing and investigation from the Township and applicable governmental authorities. Such testing and investigation may include taking of soil borings, construction of test wells, establishing and reading water level meters, and similar investigations designed to determine the availability of a potable water supply. All costs of such investigation and testing shall be paid by the City. The City shall defend, indemnify and hold the Township harmless from any loss, liability, cost, expense, claims or causes of action arising out of or related to any testing or investigation conducted by the City within the Township in accordance with Section 29.2. Such testing and investigation shall occur only within the Service Areas and only during the term of this Agreement. The City shall cap or otherwise properly abandon any test wells installed within the Township in accordance with all requirements of applicable governmental authorities and provide evidence of same to the Township.

25.2. In the event the testing and investigation demonstrates the availability of a potable water supply within the Township Service Areas and the City wishes to pursue development of such water source for the purposes described above, the City shall apply to the Township Board for a franchise or permit for such purpose, including a permit for use of the Township rights-of-way. After obtaining a franchise or permit for such purpose, including a permit for use of Township rights-of-way from the Township, the City shall submit a site plan to the Township and apply for any necessary rezoning of the property for development of the water supply, including any water well and related appurtenances ("Facility"). In addition, the City shall submit an aquifer analysis satisfactory to the Township Board and its consultants at the City's expense demonstrating that the use of the Facility will not have an adverse effect on the water supply of neighboring property owners and the Township in general and demonstrating that the aquifer is capable of supporting the maximum amount of water to be taken from such Facility,

including the peak hour flow rate without adverse effect on the water supply of neighboring property owners and the Township in general. All costs associated with the approval, establishment and operation of the Facility shall be borne by the City. The maximum amount of water to be taken from all such Facilities in the Township shall not exceed 1.5 MGD and shall not exceed the peak hour flow rate of 3.0 MGD. The City agrees that it will comply with the Township ordinances and regulations and the regulations of applicable governmental authorities in development and use of the Facility. The City shall defend, indemnify, and hold the Township harmless from any loss, liability, cost, expense, claims or causes of action arising out of or related to the Facility in accordance with Section 29.2 below. The Township Board may grant a request of the City to exceed 1.5 MGD or the peak hour flow rate of 3.0 MGD, but is not required to do so.

25.3. If the operation of the Facility results in an adverse effect on neighboring property owners or the Township in general, the City shall take all action necessary to eliminate such adverse effect including but not limited to termination of operation of the Facility. The Township shall notify the City of any adverse effect of operation of the Facility and the City shall cease operation of the Facility until the City submits a plan satisfactory to the Township and its consultants for operation of the Facility without such adverse effect.

25.4. The City's rights under this Section shall extend only during the term of this Water Supply Agreement as it may be amended, renewed, or extended. In the event this Agreement is terminated, the Township shall have the right to acquire the Facility from the City at the depreciated cost of the Facility based on actual costs and depreciation taken as set forth in City records and verified by the Township.

25.5. The City agrees that it shall not condemn property within the Township for the purpose of water testing or investigation or development of a Facility as described in this Section.

26. Joint Use Water Agreement. The City and the Township agree that in certain circumstances it will be beneficial and cost effective to connect their respective Customers to one or more of one or the other's municipal water mains under the terms of the separate Joint Use Water Agreement, as amended, defined above.

27. Events Excusing Possible Nonperformance. No failure or delay in performance of this Agreement by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accident to machinery or lines of pipe, the binding order of any court or governmental authority or to any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension, provided that no cause or contingency shall relieve the Township of its obligation to make payment for water delivered by the City, provided such water generally meets the purity standards of the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division, or its successor agency, and the primary drinking water standards of the United States Environmental Protection Agency.

28. Term of Agreement. The City shall supply and sell water to the Township from the City's water system and the Township shall receive and purchase such water in accordance with

the terms of this Agreement through December 31, 2035, unless otherwise agreed in writing by the City and Township. Unless either the City or Township gives written notice to the other of intent to terminate this Agreement received on or before December 31, 2033, then this Agreement shall be automatically extended and renewed for five years through December 31, 2040, and shall be deemed a new contract on the same terms as this Agreement. After December 31, 2040, this Agreement shall be automatically extended and renewed for consecutive five-year terms unless and until the City or Township provides the other written notice of intent to terminate this Agreement no less than 2 years before the expiration of the then-current term. The City and Township may amend the term of this Agreement, as extended and renewed, by written mutual agreement signed by both parties. Notice by the Township pursuant to Section 3.1 for the purposes of re-opening negotiations regarding the capacity limitations of that Section, shall not be deemed to be written notice of intent to terminate under this Section.

28.1. The City acknowledges its obligation to provide water service to the Township up to the Guaranteed Capacity described in Section 3 above. The City agrees not to terminate this Agreement or give notice of intent to terminate this Agreement or fail to negotiate in good faith the terms of a new agreement except in the case of an ongoing default by the Township or other legitimate business reason preventing the City from providing water service such as plant closure or other similar limitation on water supply. In the event of termination of this Agreement (for any reason other than the Township's ongoing default for failure to pay charges to the City required by this Agreement), the City guaranties to the Township the availability of water treatment plant capacity in the quantity actually purchased by the Township as of the date of termination (except in the event of total plant closure) based on the Township's maximum day of record, but in no event less than the amount taken by the City from the well facilities described in Section 25.1 above. The City agrees not to terminate this Agreement or give notice of intent to terminate this Agreement for the purposes of forcing annexation of Township properties to the City.

29. Indemnification.

29.1. The Township agrees to save harmless the City against and from any and all claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the City by reason of any of the following occurring during the term of this Agreement:

29.1.1 Any negligent or tortious act, error or omission of the Township or any of its personnel, employees, subcontractors, or consultants in the construction, operation, or maintenance of the Township's water system, mains and facilities, notwithstanding any prior approval of the City of the plans and specifications relating to the construction of such mains and facilities and inspections conducted thereof by the City, except to the extent caused by the act or omission of the City or its agents or contractors; and

29.1.2 Any failure by the Township or any of its personnel, employees, consultants, or subcontractors, to perform its obligations, either express or implied, under this Agreement, or any negligent or tortious act, error or omission of the Township, its personnel, employees, consultants or subcontractors related to this Agreement.

29.1.3 Provided, however, nothing in this Agreement shall constitute or be construed as a waiver of the governmental immunity of the Township.

29.2. The City agrees to save harmless the Township against and from any and all claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the Township by reason of any of the following occurring during the term of this Agreement:

29.2.1 Any negligent or tortious act, error or omission of the City or any of its personnel, employees, subcontractors or consultants in the construction, operation or maintenance of the City's water system, mains and facilities, notwithstanding any prior approval of the Township of the plans or specifications relating to the construction of such mains and facilities and inspections conducted thereof by the Township, except to the extent caused by the act or omission of the Township or its agents or contractors; and

29.2.2 Any failure by the City or its personnel, employees, consultants, or subcontractors to perform its obligations, either expressed or implied, under this Agreement, or any negligent or tortious act, error or omission of the City, its personnel, employees, consultants, or subcontractors related to this Agreement.

29.2.3 Provided, however, nothing in this Agreement shall constitute or be construed as a waiver of the governmental immunity of the City.

30. Amendments. This Agreement may be amended, modified, revised, or changed only by a mutual written agreement executed by both parties hereto.

31. Notices. Unless otherwise provided in this Agreement, any notice which, by the terms of this Agreement, is required to be given to either party shall be deemed to be so given if sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

Ann Arbor Charter Township Board
3792 Pontiac Trail
Ann Arbor, Michigan 48105
Attn: Township Supervisor

With a copy to:

Ann Arbor Township Attorney
Sarah J. Gabis, Esq.
Bodman PLC
201 S. Division #400
Ann Arbor, MI 48104
or the current Township Attorney

City of Ann Arbor
City Hall
301 E. Huron St.
P.O. Box 8647
Ann Arbor, MI 48107
Attention: Public Services Area Administrator

With a copy to:

City of Ann Arbor
Office of the City Attorney
301 E. Huron St., 3rd Fl
Ann Arbor, MI 48104
Attn: City Attorney

Either party may change its name/address upon written notice to the other party under this Section.

32. Successors and Assigns. Neither party has the right to assign this Agreement or the rights or obligations under this Agreement without the prior written consent of the other. Subject to the foregoing, the provisions of this Agreement apply to and bind the successors and assigns of the parties. All amounts due and owing for Water Service Charges at the time of assignment must be paid prior to assignment.

33. Merger. This Agreement contains the entire agreement and understanding of the parties. Neither party relies upon any other statement or representations.

34. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

35. Severability. If one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of this Agreement.

36. Reservation of Rights. The omission by either the Township or the City at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof, at any time designated, shall not be a waiver of any such default or right to which the Township or the City is entitled, nor shall it in any way affect the right of the Township or the City to enforce such provisions.

37. No Third-Party Beneficiaries. This Agreement is not intended to, and shall not be deemed or interpreted to, confer upon any person other than the parties hereto any rights or remedies hereunder.

(Signatures on following page)

CITY OF ANN ARBOR, a Michigan
municipal corporation

ANN ARBOR CHARTER TOWNSHIP,
a Michigan municipal corporation

By _____
Christopher Taylor
Its Mayor

By _____
Diane O'Connell
Its Supervisor

By _____
Jacqueline Beaudry
Its City Clerk

By _____
Rena Basch
Its Clerk

Approved as to Substance:

Milton Dohoney Jr.
Its City Administrator

Jordan Roberts
Its Public Services Area Administrator

Approved as to Form

Approved as to Form

Atleen Kaur
City Attorney

Sarah J. Gabis
Township Attorney

LIST OF ATTACHMENTS

ATTACHMENT A – Water Service Area Location Map

Figure 1 Water Service Area Location Map

Figure 2 3-A Water Service Area

Figure 3 5-A Water Service Area

ATTACHMENT B – Ann Arbor Charter Township Water Allocations of Guaranteed Capacity

ATTACHMENT C – Delivery Points

Exhibit 1 Newport Road and N Maple Road Area

Exhibit 2 Whitmore Lake Area

Exhibit 4 Clark Road Area

Exhibit 5 Plymouth Road Area

Exhibit 6 Earhart Road Area

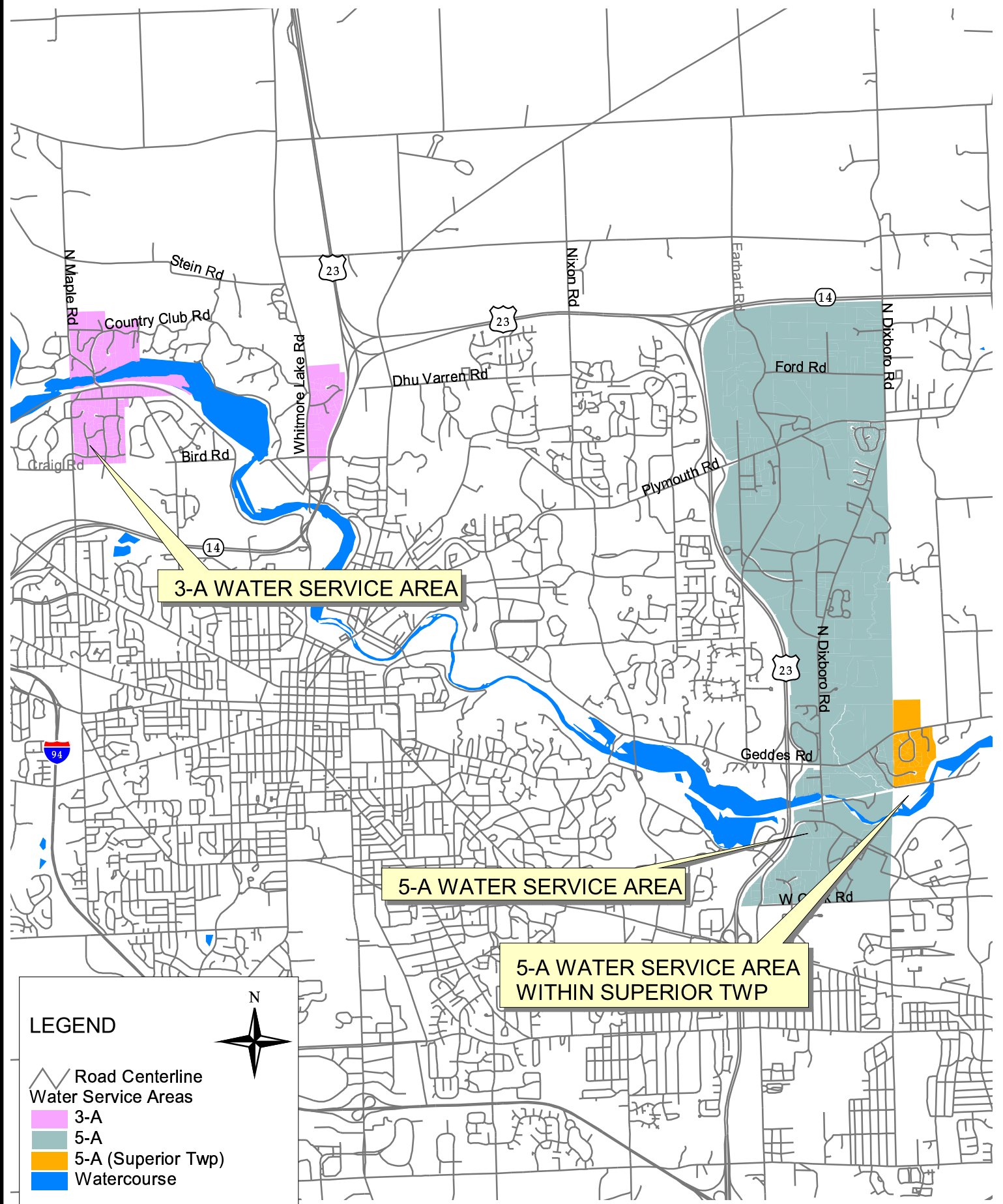
ATTACHMENT D – Joint Use Water Agreement dated December 20, 2002 and First Amendment dated August 20, 2007

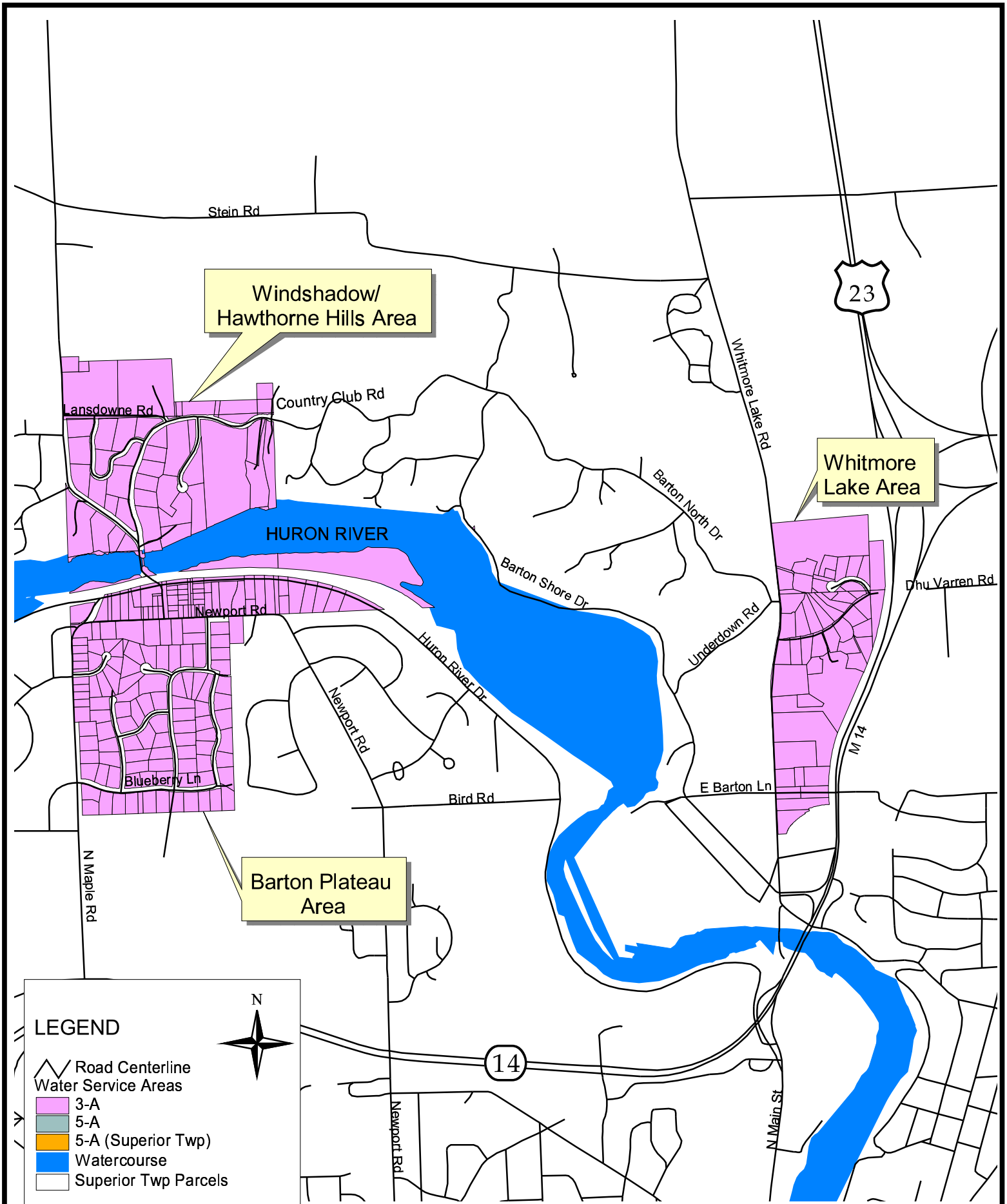
ATTACHMENT E – Water Service Agreement between City of Ann Arbor, Ann Arbor Charter Township and Washtenaw Community College dated August 20, 2007

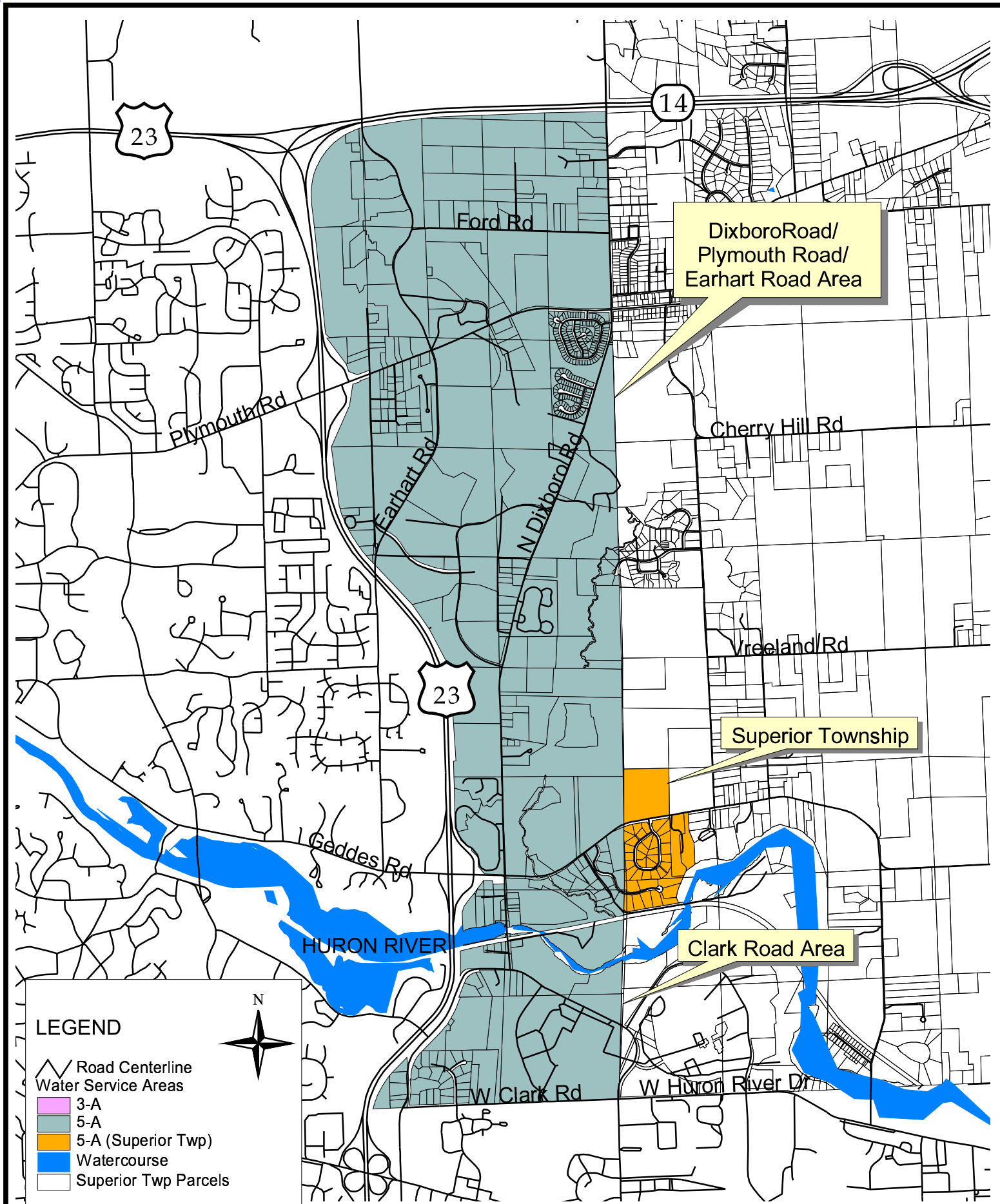
ATTACHMENT A

WATER SERVICE AREAS

(See attached Figures 1, 2 and 3)







ATTACHMENT B

**ANN ARBOR TOWNSHIP
WATER ALLOCATIONS OF GUARANTEED CAPACITY**

LOCATION		TOTAL AMOUNT (MGD)
AREA 3A		
Exhibit 1 -- Newport Road Area and Maple Road Area (Barton Plateau)	Points 1 & 2	0.05
Exhibit 1 – Hawthorne Hills Area and Windshadow Area (Future)	Points 1 & 2	0.04
Exhibit 2 – Whitmore Lake Road Area (Future)	Points 3 & 4	0.03
Total Amount for Area 3A=		0.12
AREA 5A		
Exhibit 4 – Clark Road Extended Area (South of River)	Point 6	0.01 (See Sections 5.1.5 and 5.2 for WCC allocation)
Exhibit 5 and Exhibit 6 – Dixboro Road/Plymouth Road/ Earhart Road Area (North of River)	Points 7 & 8	1.37 (See Sections 5.1.5 and 5.2 for WCC allocation)
Total Amount for Area 5A=		1.38
GRAND TOTAL AMOUNT=		1.50

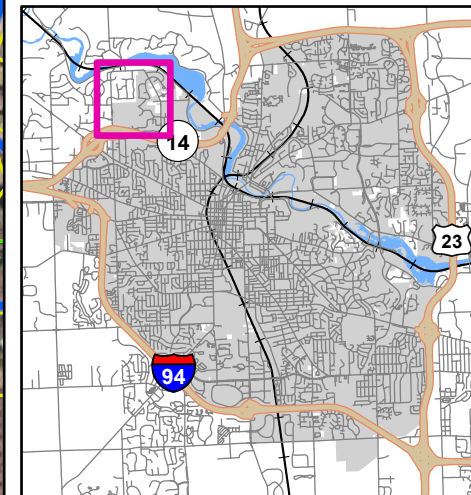
ATTACHMENT C
DELIVERY POINTS

(see attached Exhibits 1-2, 4-6)

City of Ann Arbor Water System Attachment C Exhibit 1

Newport Road and
N Maple Road Area

Connection Points for
Water Mains between the
City of Ann Arbor and Ann
Arbor Charter Township

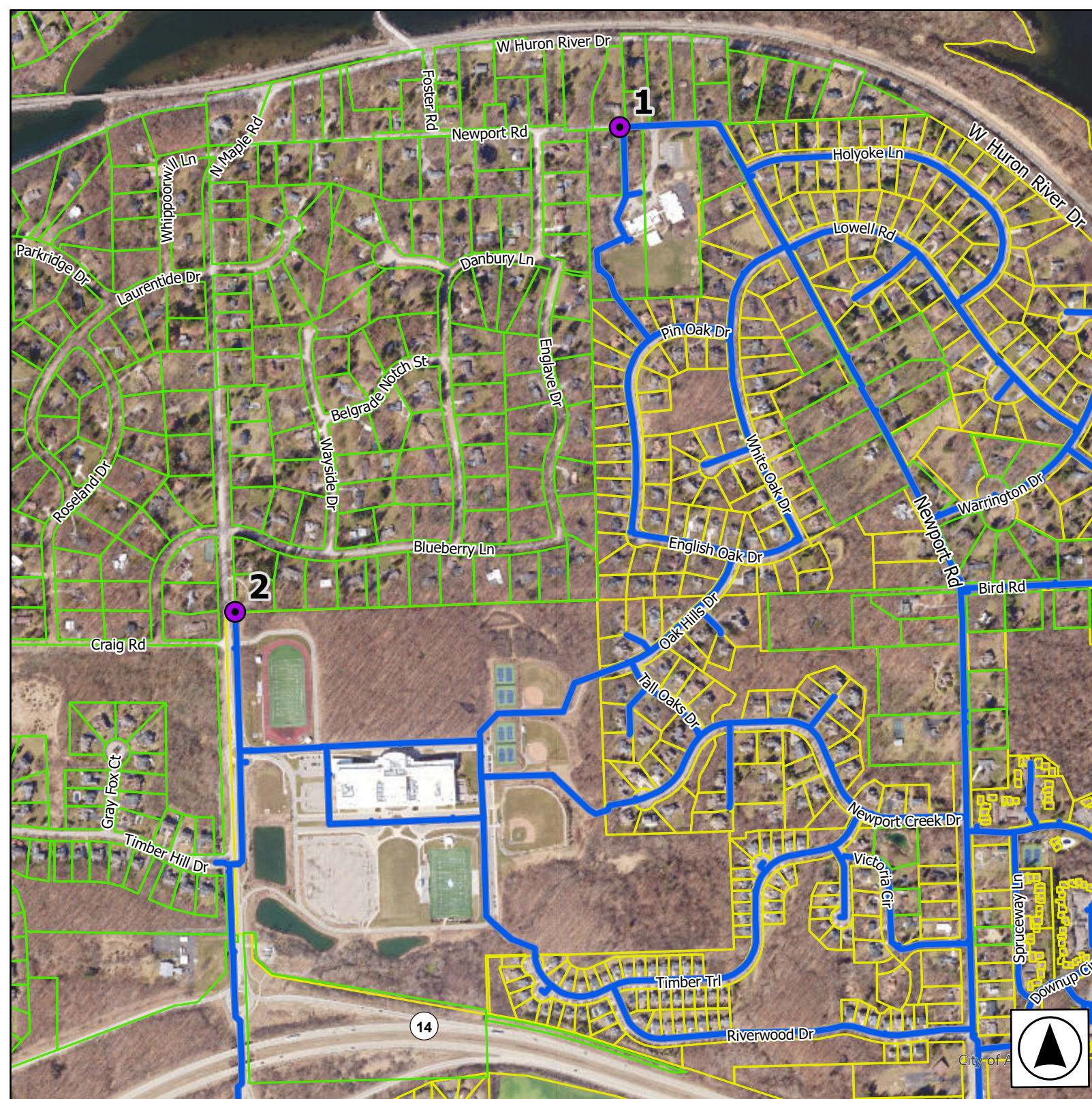


- Current Water Main Connection Point
- Future Main Connection Point
- City of Ann Arbor Water Main
- Ann Arbor Township Water Main
- Township Parcels
- City Parcels

0 350 700 1,050 1,400 Feet



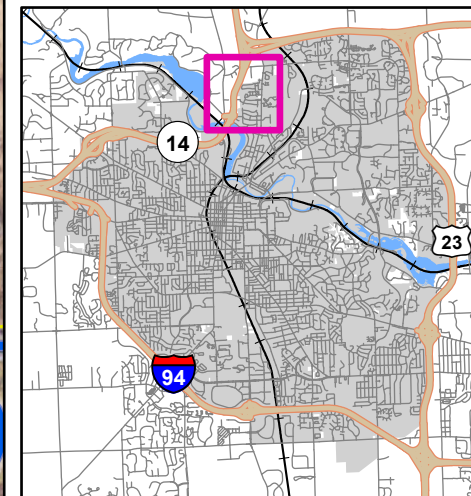
For terms of use see www.a2gov.org/terms



City of Ann Arbor Water System Attachment C Exhibit 2

Whitmore Lake Area

Connection Points for
Water Mains between the
City of Ann Arbor and Ann
Arbor Charter Township

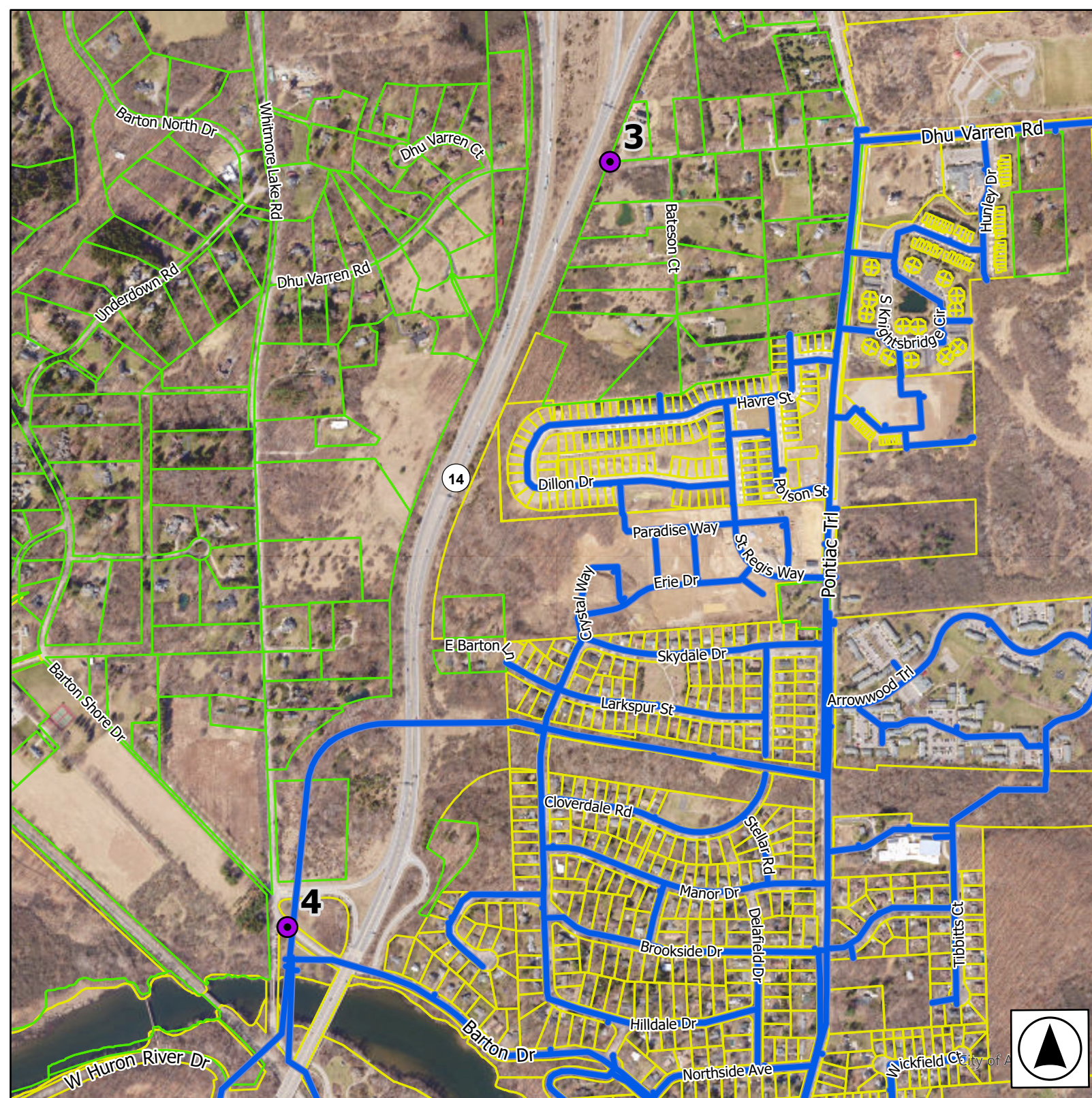


-  Current Water Main Connection Point
-  Future Main Connection Point
-  City of Ann Arbor Water Main
-  Ann Arbor Township Water Main
-  Township Parcels
-  City Parcels

0 350 700 1,050 1,400 Feet



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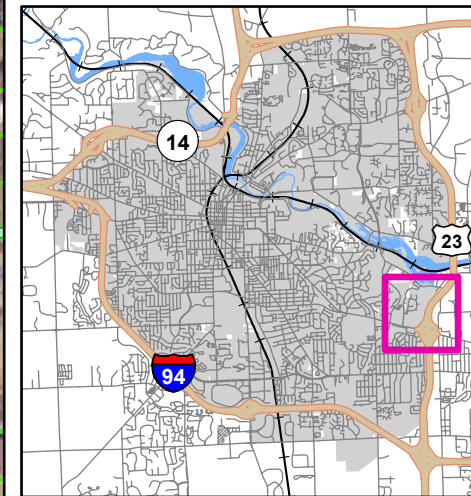


City of Ann Arbor Water System Attachment C

Exhibit 4

Clark Road Area

Connection Points for
Water Mains between the
City of Ann Arbor and Ann
Arbor Charter Township

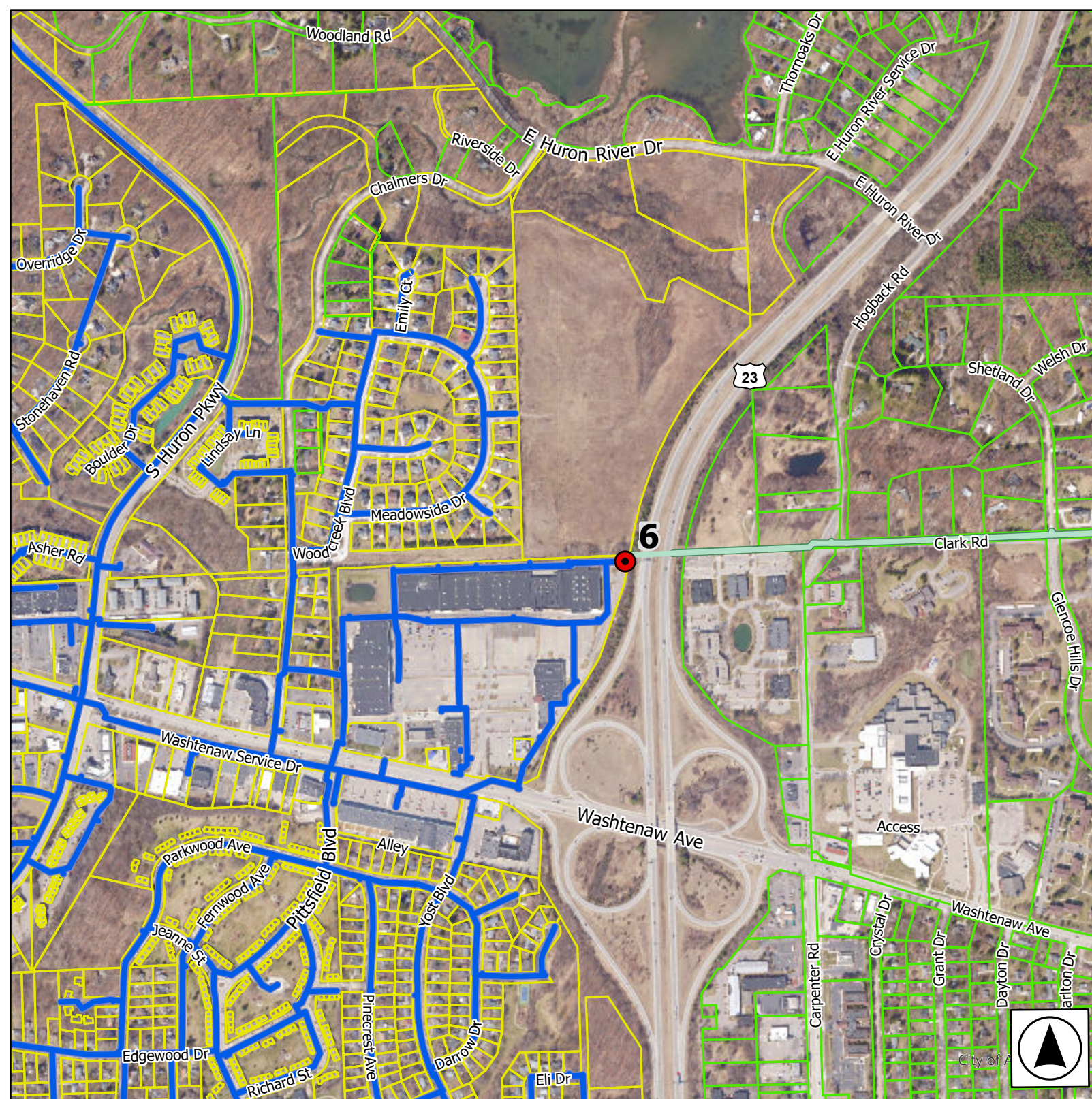


-  Current Water Main Connection Point
-  Future Main Connection Point
-  City of Ann Arbor Water Main
-  Ann Arbor Township Water Main
-  Township Parcels
-  City Parcels

0 350 700 1,050 1,400 Feet



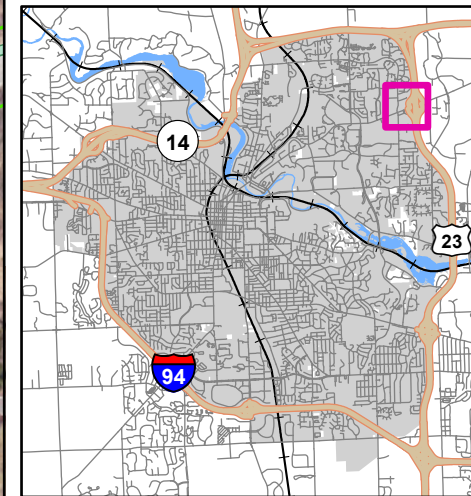
For terms of use see www.a2gov.org/terms



City of Ann Arbor Water System Attachment C Exhibit 5

Plymouth Road Area

Connection Points for
Water Mains between the
City of Ann Arbor and Ann
Arbor Charter Township



-  Current Water Main Connection Point
-  Future Main Connection Point
-  City of Ann Arbor Water Main
-  Ann Arbor Township Water Main
-  Township Parcels
-  City Parcels

0 200 400 600 800 Feet

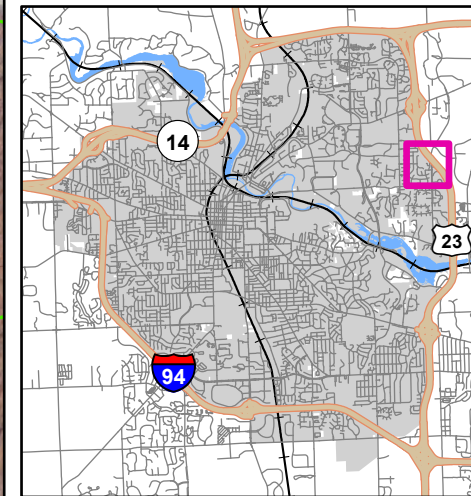


City of Ann Arbor Water System Attachment C

Exhibit 6

Earhart Road Area

Connection Points for
Water Mains between the
City of Ann Arbor and Ann
Arbor Charter Township

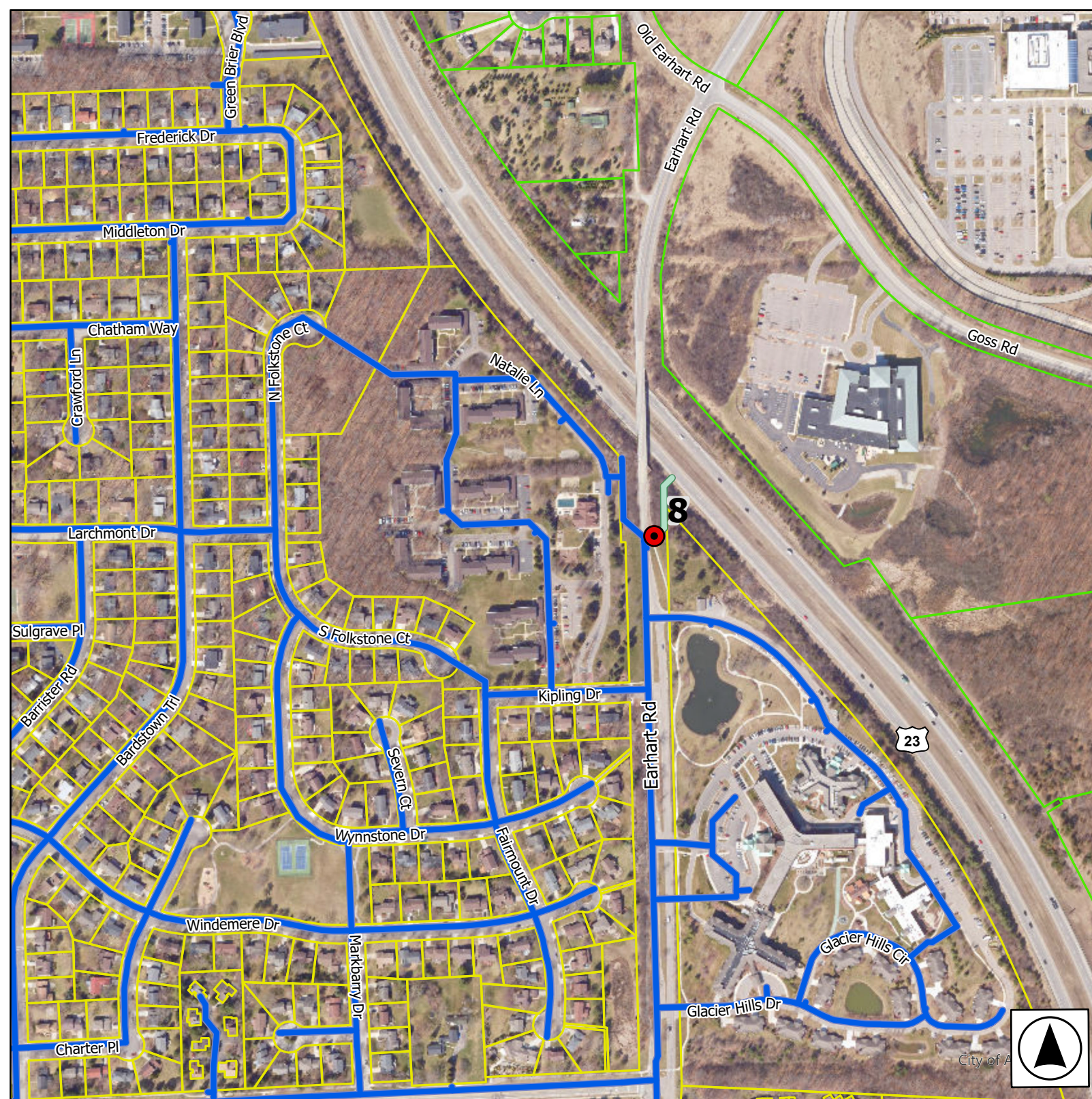


-  Current Water Main Connection Point
-  Future Main Connection Point
-  City of Ann Arbor Water Main
-  Ann Arbor Township Water Main
-  Township Parcels
-  City Parcels

0 200 400 600 800 Feet



For terms of use see www.a2gov.org/terms



ATTACHMENT D

JOINT USE WATER AGREEMENT

**Dated December 20, 2002 as amended by the First Amendment there to dated August 20,
2007**

(See attached)

WATER

JOINT USE AGREEMENT FOR WATER MAINS BETWEEN THE CITY OF ANN ARBOR AND ANN ARBOR CHARTER TOWNSHIP

This Agreement ("Agreement") is entered into and effective Dec. 20, 2002 by and between the City of Ann Arbor, a Michigan municipal corporation (the "City") and Ann Arbor Charter Township, a Michigan municipal corporation ("Township").

BACKGROUND

The City and Township understand that in certain instances it may not be physically possible, nor timely feasible, nor financially justifiable to construct duplicate water mains within a common road right-of-way or easement for purposes of serving municipal water customers. The City has installed water mains currently within the jurisdiction of the Township which presently serve, and will in the future serve, residents of the Township. The City and Township understand that it is beneficial and cost effective to allow Township domestic customers to use the City water mains located within the Township jurisdiction.

DEFINITIONS

Wherever used in this Agreement the terms set forth below shall have the following meaning:

A. **Connection Charge**: "Connection Charge" means a fee which recovers a portion of the common assets of the system such as water treatment plant, storage and trunk lines.

B. **Curb Stop**: "Curb Stop" means the valve placed in the water piping serving an individual property to allow the water service to the property to be turned on or off without interruption of other customers.

C. **Improvement Charge**: "Improvement Charge" means a fee which covers the cost of additions and improvements necessary for and resulting from construction of the eight inch water main serving the property.

D. **Water Service Stub**: "Water Service Stub" means the portion of water piping serving an individual property from a water main to and including the Curb Stop.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Water Mains Covered by this Agreement.

1.1 The existing water mains in and along Clark Road from Hogback Road to Washtenaw Community College as set forth on the map attached as **Exhibit A** and existing water mains in the Newport Road area within the Township jurisdiction as depicted on the map attached as **Exhibit B** are the water mains covered by this Agreement.

1.2 If in the future the Township and City determine that additional water mains should be constructed or covered by this Agreement, the parties shall execute a written amendment to this Agreement pertaining to such additional water mains.

1.3 The parties acknowledge that Washtenaw Community College ("WCC") is presently receiving water service from the City under the terms of an Agreement dated June 24, 1968 ("WCC Agreement"). WCC will remain a customer of the City, be billed by the City, and receive water services from the City until the WCC Agreement is terminated. Upon such termination, WCC may become a Township customer. While the WCC Agreement is in effect, the City may, by agreement with WCC, be responsible for maintenance of the WCC mains, water service leads and all appurtenances. The Township shall not be responsible for maintenance of the WCC mains, water service leads, and appurtenances unless WCC becomes a regular customer of the Township, and there is an agreement for such maintenance between the Township and WCC. Water provided to WCC shall not be counted in the Township's allocation. At the time WCC ceases to be a City customer, and a new Delivery Point as provided in the City-Township Water Supply Agreement is established by the City at the west right of way line of U.S. 23 at Clark Road extended easterly, the City will quit claim to the Township the City's interest in that portion of the Clark Road Water Main located within the Township.

2. Ownership of Water Mains / Customers.

2.1 The City constructed the water mains described in paragraph 1.1 above and is considered the owner of those mains for purposes of this Agreement. As such, the City is solely responsible for all operation and maintenance of the water mains described in paragraph 1.1 above and any expenses related to such operation and maintenance; provided that all responsibility of the City for operation of and maintenance of that portion of the Clark Road Water Main located within the Township, from US-23 eastward, including the expenses therefore, shall cease if and when the City transfers its interest in said Water Main to the Township as provided in paragraph 1.3 above.

2.2 Except for WCC, the customers served by the water mains described in paragraph 1.1 shall be considered customers of the Township and shall be billed for such service solely by the Township. The City shall be entitled to charge the Township fees for new connections to the water mains described in Paragraph 1.1 above, as set forth in paragraph 7 below.

3. Water Service.

3.1 The Water Service Stubs from the City water mains described in paragraph 1.1 above, to the Curb Stops shall be owned by the Township. The City will have no responsibility for the operation and maintenance of the Water Service Stubs described in this paragraph or for the cost and expenses related to such operation, maintenance and installation.

3.2 The Water Services Stubs described in paragraph 3.1 above shall meet the Township's standards for material and construction.

3.3 Future connections to City water mains described in paragraph 1.1. above, shall be permitted, with prior notice and with the right of the City to inspect. The Township shall be responsible for causing the tap to be made, including installation of the corporation stop, Curb Stop, connecting piping, necessary trenching, ground restoration, and all necessary permits, such as rights-of-way permits and lane closure permits.

4. Size of Connections.

All connections shall be for domestic water supply purposes unless otherwise agreed by the City and Township, in which event the site plan shall be submitted to the City and Township Planning Commissions showing the proposed connection, and the Improvement Charge shall be reviewed and adjusted if necessary to account for a larger water main.

5. Fire Connections.

Fire connections shall meet the standards of the Township, including sprinkler systems, back-flow prevention, metering, material standards and construction methods if needed for the proposed use.

6. Township Fees and Charges.

Nothing in this Agreement shall alter or affect the right of the Township to charge its normal fees and charges to its customers.

7. Connection Charges/Improvement Charges.

7.1 In accordance with the then current City-Township Water Supply Agreement, the City shall collect from the Township, for all future water connections to the water mains described in Paragraph 1.1 above (other than maintenance replacements that are not also upgrades) the City's Connection Charge that is charged to similarly situated users in the City. As used in this paragraph 7, "Connection Charges" does not include any amounts for meters, meter horns, meter inspection, or meter installation. This exclusion recognizes that a meter, meter horn, inspection, and installation are provided by the Township and not the City.

7.2 The City may be entitled to charge an Improvement Charge for future connections to water mains described in Paragraph 1.1 above, for the properties listed on **Exhibit C** if the Improvement Charge has not been previously paid and if the property is not presently connected

to the water main. Such Improvement Charge shall be the same as the Improvement Charge to similarly situated users in this City. The Township shall have the right to prepay all remaining outstanding Improvement Charges described in this Section 7.2 at any time at the City's then current rate charged to similarly situated users in the City. The City shall provide the Township with no less than 60 days prior written notice of the City's intent to materially revise Improvement Charges such that the Township can elect to prepay the remaining outstanding Improvement Charges prior to said revision. Such notice shall not be required if the revision of the Improvement Charges is an inflation adjustment accomplished through a public process. The parties acknowledge that the Clark Road water main was constructed by WCC and that any Improvement Charges for future connections to the Clark Road water main collected by the City are payable to WCC under the WCC Agreement. In the event WCC waives the Improvement Charges for future connections of Township properties to the Clark Road water main then the City shall also waive such charges to the Township

8. Billings and Meter Reading.

The Township shall read the meters on the services for Township customers served by the water mains described in paragraph 1.1. The total usage of all Township customers on City water mains shall be added to the water sold to the Township in accordance with the then current City-Township Water Supply Agreement. This will be done monthly or quarterly or as otherwise agreed by the Township and City. Water sold to Township customers from City water mains shall be considered as usage by the Township for purposes of its allocation limits, consistent with the then current City-Township Water Supply Agreement. If WCC is a customer of the City, the City will read the meter(s) for WCC and will bill WCC. If WCC becomes a customer of the Township, the Township will read the meter(s) for WCC and that usage will be included in the Township's billing. The amount of WCC's usage will not be included in the Township's allocation limits set forth in the then current City-Township Water Supply Agreement.

9. Term.

This Agreement shall begin on the date written above and shall continue in full force and effect for the same term as the then current City-Township Water Supply Agreement as it may be renewed, extended, amended, replaced or superceded. In the event of termination of the City-Township Water Supply Agreement, the City and Township shall negotiate in good faith the terms for providing continued service to the properties affected by this Agreement.

10. General.

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. This contract constitutes the entire agreement of the parties pertaining to the subject matter and may be amended only by a writing signed by both parties.

11. Effect.

Except for the City's agreement with WCC to provide water service, this Agreement shall supersede any existing agreements between the City and Township property owners within the

joint-use service area described in paragraph 1.1 above ("JUA Area") for water service ("JUA Area Outside Water Service Agreements"). The City shall promptly undertake all action reasonably necessary to terminate all such JUA Area Outside Water Service Agreements and provide the Township with evidence of termination. Upon execution of this Agreement, the City shall assign to the Township all amounts claimed by the City to be owing under the terms of such JUA Area Outside Water Service Agreements, other than quarterly or monthly charges for water use up to the date of this Agreement, and all rights of action related to such amounts (including the City's interest in any pending litigation between the City and JUA Area property owners covered by such agreements), and the City shall have no further claim against any JUA Area property owner based on JUA Area Outside Water Service Agreements and such water service other than for any quarterly or monthly water use charges owed to the City for water service already provided prior to the date of this Agreement.

Dated: Dec. 20, 2002

ANN ARBOR CHARTER TOWNSHIP, a
Michigan municipal corporation

By: Michael Moran
Michael Moran, Supervisor

Dated: _____, 2002

CITY OF ANN ARBOR, a Michigan
municipal corporation

By: _____
Its: Mayor

and

By: _____
Its: Clerk

APPROVED AS TO SUBSTANCE

By: _____
City Administrator

APPROVED AS TO FORM

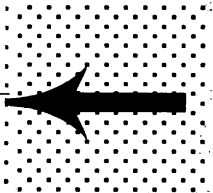
By: _____
City Attorney

joint-use service area described in paragraph 1.1 above ("JUA Area") for water service ("JUA Area Outside Water Service Agreements"). The City shall promptly undertake all action reasonably necessary to terminate all such JUA Area Outside Water Service Agreements and provide the Township with evidence of termination. Upon execution of this Agreement, the City shall assign to the Township all amounts claimed by the City to be owing under the terms of such JUA Area Outside Water Service Agreements, other than quarterly or monthly charges for water use up to the date of this Agreement, and all rights of action related to such amounts (including the City's interest in any pending litigation between the City and JUA Area property owners covered by such agreements), and the City shall have no further claim against any JUA Area property owner based on JUA Area Outside Water Service Agreements and such water service other than for any quarterly or monthly water use charges owed to the City for water service already provided prior to the date of this Agreement.

Dated: _____, 2002

ANN ARBOR CHARTER TOWNSHIP, a
Michigan municipal corporation

By: _____
Michael Moran, Supervisor



Dated: December 31, 2002

CITY OF ANN ARBOR, a Michigan
municipal corporation

By: John Hieftje
John Hieftje, Mayor Pro Tem

By: Kathleen M. Root
Kathleen M. Root, City Clerk

APPROVED AS TO SUBSTANCE

By: Sue F. McCormick
Sue F. McCormick, Director,
Water Utilities Department

By: Roger W. Fraser
Roger W. Fraser, City Administrator

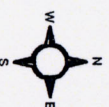
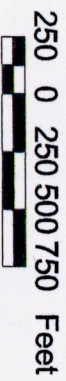
APPROVED AS TO FORM

By: Abigail Elias
Abigail Elias,
Chief Assistant City Attorney

LIST OF EXHIBITS TO
JOINT USE AGREEMENT FOR WATER MAINS

- Exhibit A** Clark Road Water Mains
- Exhibit B** Newport Road Water Mains
- Exhibit C** Improvement Charges

A schematic map of a city grid. The grid consists of green horizontal and vertical lines. A red path starts at the bottom left, moves right, then up, then right again, ending at the top right. A blue river flows from the top right towards the bottom center. A yellow square highlights a specific intersection in the lower-left quadrant of the grid.



David J. Wilburn
GIS Specialist

Water Utilities Department
Field Services Division
2000 S. Industrial Highway
Ann Arbor, MI 48104
734-997-1172
734-994-0742 (FAX)
dwilburn@ci.ann-arbor.mi.us

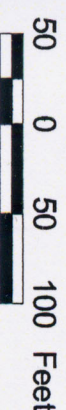
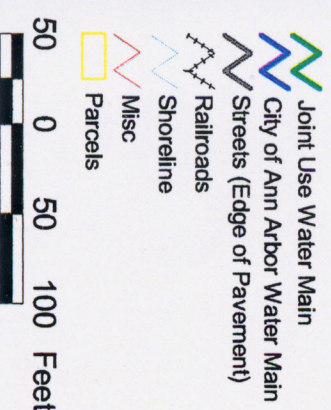
City of Ann Arbor Water System



Exhibit B



for Joint Use Agreement for
Water Mains between
the City of Ann Arbor and
Ann Arbor Charter Township



David J. Wilburn
GIS Specialist
Water Utilities Department
Field Services Division
2000 S. Industrial Highway
Ann Arbor, MI 48104
734-997-1172
734-994-0742 (FAX)
dwilburn@ci.ann-arbor.mi.us

July 11, 2002

EXHIBIT C TO JOINT USE AGREEMENT FOR WATER MAINS

IMPROVEMENT CHARGES

1. 12" water main in Hogback and Clark Road, Job/District A-380W
(See Exhibit A)

<u>Parcel ID</u>	<u>Improvement Charge</u>
09-36-360-005	\$1,539.98
09-36-370-016	\$1,344.97
09-36-370-015	\$1,357.38
09-36-370-014	\$1,357.38
09-36-370-013	\$1,357.38
09-36-370-012	\$1,357.38
09-36-380-003	\$1,357.38
09-36-380-002	\$1,055.56
09-36-380-001	\$3,412.61
09-36-400-004	\$6,274.61

2. 12" water main in Newport Road, District/Job A-301W
(See Exhibit B)

<u>Parcel ID</u>	<u>Improvement Charge</u>
09-07-460-007	\$689.56
09-07-361-001	\$689.56
09-07-361-002	\$689.56
09-07-361-004	\$689.56
09-07-361-005	\$689.56

WATER

FIRST AMENDMENT TO JOINT USE AGREEMENT FOR WATER MAINS BETWEEN THE CITY OF ANN ARBOR AND ANN ARBOR CHARTER TOWNSHIP

A Joint Use Agreement For Water Mains was entered into by and between the City of Ann Arbor, a Michigan municipal corporation (the "City") and Ann Arbor Charter Township, a Michigan municipal corporation ("Township"), effective December 20, 2002 ("2002 Agreement").

The City and the Township both wish to amend the 2002 Agreement because of changes relative to the water mains that are serving and will serve Washtenaw Community College ("WCC").

NOW, THEREFORE, for and in consideration of the mutual covenants of this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to amend the 2002 Agreement as follows, effective August 20, 2007:

1. Paragraph 1.1 is amended to read as follows:

1.1 The existing water mains in and along Clark Road from the westerly right of way line of US-23 to the southerly most service connection for Washtenaw Community College and then continuing northerly, looping, to the northerly service connection for Washtenaw Community College as set forth on the map attached as **Revised Exhibit A** and the existing water mains in the Newport Road area within the Township jurisdiction as depicted on the map attached as **Exhibit B** are the water mains covered by this Agreement.

2. The map attached hereto as Revised Exhibit A replaces the map attached to the 2002 Agreement as Exhibit A and the List of Exhibits to Joint Use Agreement for Water Mains is amended to list "Revised Exhibit A" in place of "Exhibit A."

3. The last sentence of Paragraph 1.3 is amended to read as follows:

"The City will relinquish and transfer to the Township any rights the City has in the Clark Road Water Main upon completion of construction of the New Clark Road Water Main as described in the August 20, 2007 Water Supply Agreement among the City, the Township and WCC ("City-Township-WCC Agreement") and dedication of the New Clark Road Water Main and the Existing Clark Road Water Main to the Township."

4. Paragraph 2.1 is amended to read as follows:

"2.1 Except for the New Clark Road Water Main described in the City-Township-WCC Agreement, the City constructed the water mains described in paragraph 1.1

above and is considered the owner of those mains for purposes of this Agreement. Except as otherwise provided in the City-Township-WCC Agreement, the City is solely responsible for all operation and maintenance of the water mains described in paragraph 1.1 above and any expenses related to such operation and maintenance until dedication of the New Clark Road Water Main and the Existing Clark Road Water Main to the Township as described in the City-Township-WCC Agreement. Thereafter, the Township will be considered to be the owner of the Existing Clark Road Water Main and the New Clark Road Water Main as shown on Exhibit B of the City-Township-WCC Agreement. Each municipality is solely responsible for all operation and maintenance of its respective water mains described in Paragraph 1.1 above and any expenses related to such operation and maintenance.

Except as modified by this First Amendment the 2002 Agreement remains in full force and effect.

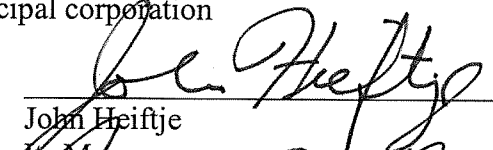
This First Amendment to the 2002 Agreement shall be binding on the parties and their successors and assigns.

In witness whereof, the parties hereto have set their hands and seals as of the day and year first above written, which is the effective date of this Agreement.

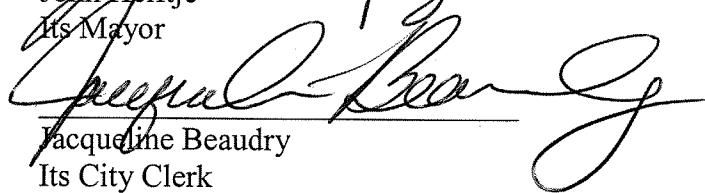
[Signatures appear on following pages]

CITY OF ANN ARBOR, a Michigan
municipal corporation

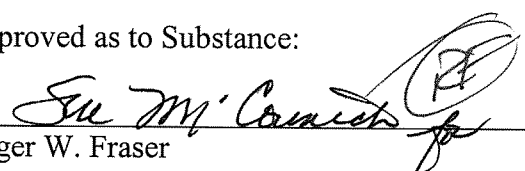
By


John Heiftje
Its Mayor

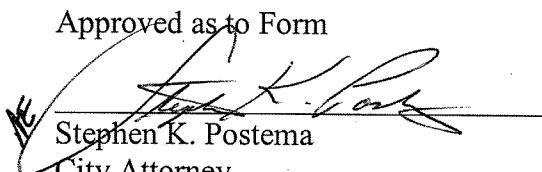
By


Jacqueline Beaudry
Its City Clerk

Approved as to Substance:


Roger W. Fraser
City Administrator

Approved as to Form


Stephen K. Postema
City Attorney

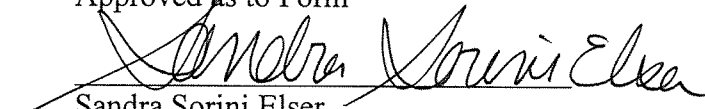
[Additional signatures appear on following page]

ANN ARBOR CHARTER TOWNSHIP,
a Michigan municipal corporation

By 
Michael C. Moran
Its Supervisor

By 
Rena Basch
Its Clerk

Approved as to Form


Sandra Sorini Elser
Township Attorney

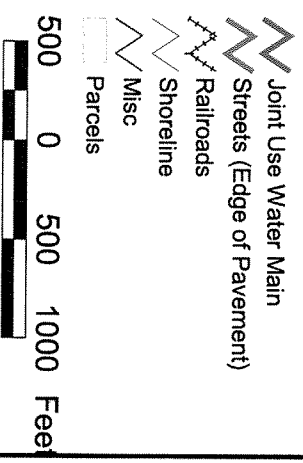
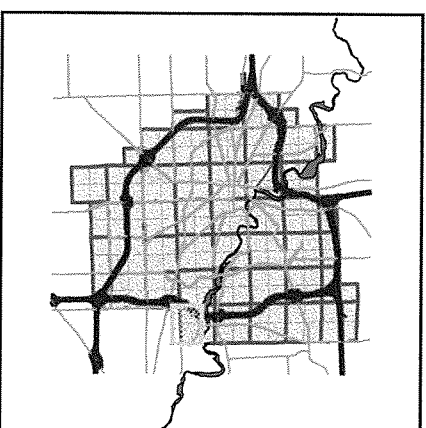
City of Ann Arbor Water Mains



Revised Exhibit A



for Joint Use Agreement for
Water Mains between
the City of Ann Arbor and
Ann Arbor Charter Township



David J. Wilburn
Sr. Application Specialist
Information Technology
100 N Fifth Av.
Ann Arbor, MI 48107
734-997-1172
dwilburn@a2gov.org

August 20, 2007

ATTACHMENT E
**WATER SERVICE AGREEMENT AMONG CITY OF ANN ARBOR, ANN ARBOR
CHARTER TOWNSHIP AND WASHTENAW COMMUNITY COLLEGE**
Dated August 20, 2007

(See attached)

**WATER SERVICE AGREEMENT
AMONG
CITY OF ANN ARBOR,
ANN ARBOR CHARTER TOWNSHIP AND
WASHTENAW COMMUNITY COLLEGE**

The agreement ("Agreement") is made effective August 20, 2007 by and among the City of Ann Arbor, a Michigan municipal corporation, whose address is 100 N. Fifth Avenue, Ann Arbor, Michigan 48104 ("City"), Ann Arbor Charter Township, a Michigan municipal corporation, whose address is 3792 Pontiac Trail, Ann Arbor, Michigan 48105 ("Township"), and Washtenaw Community College, a Michigan community college, whose address is 4800 E. Huron River Drive, P.O. Box 1610, Ann Arbor, Michigan 48106-1610 ("College").

RECITALS

A. The Township receives water from the City and supplies water to Township customers in accordance with the Township's standard policies, rates and procedures and pursuant to the City of Ann Arbor-Ann Arbor Charter Township Water Supply Agreement dated March 7, 2005, and as it may be amended ("City-Township Water Supply Agreement").

B. The College is located within the Township and receives its water supply from the City under the terms of an agreement between the City and the College dated June 24, 1968, and as it may be amended ("City-College Agreement").

C. The Township and the City provide water service over specified water mains for certain customers located within their respective jurisdictions in accordance with a Joint Use Agreement for Water Mains dated December 20, 2002, and as it may be amended ("City-Township Joint Use Water Agreement").

D. In the interests of public health, safety, and welfare, the Township and the City wish to provide for a reliable water service supply to the Township and the College through connection to City water service at a delivery point located at the west right-of-way line of US-23 at Clark Road extended, as shown on Exhibit A and described in the City-Township Water Supply Agreement as Delivery Point 6 ("Delivery Point 6"), and by construction of a new water main ("New Clark Road Water Main") from Delivery Point 6 east under US-23 connecting to the existing Clark Road water main ("Existing Clark Road Water Main") as shown on Exhibit A. (The New Clark Road Water Main and the Existing Clark Road Water Main are together referred to as the "Clark Road Water Main.")

E. In the interests of public health, safety, and welfare, the Township and the City wish to provide for continued reliable water service within the Township and to the College by construction of a water main loop from the Clark Road Water Main to the Township water main on Huron River Drive, together with necessary check valves, meter vaults, pressure reducing valves, tapping sleeves and valve, bypass valves ("Valve/By Pass Building") and other improvements and appurtenances all as generally shown on Exhibit B ("Water Main Loop").

F. In the interests of public health, safety, and welfare, the parties wish to provide for reliable water service to the Township and the College, and for other matters as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the parties agree as follows:

A G R E E M E N T

1 **New Clark Road Water Main.** In the interest of the public health, safety and welfare to provide reliable water service to the Township residents including the College:

- 1.1. The College will design and construct at its expense the New Clark Road Water Main, including connections to Delivery Point 6 and the Existing Clark Road Water Main as generally shown on Exhibit A, in accordance with plans and specifications approved by Michigan Department of Environmental Quality, the Township, the City and any other applicable governmental authorities ("Clark Road Water Main Plans"). The meter, appurtenances and vault shall be supplied and maintained per section 15 of the City-Township Water Supply Agreement. The College shall pay costs and fees associated with such meter and installation pertaining to the Clark Road Water Main in accordance with applicable Township Ordinances. The College shall coordinate construction of the New Clark Road Water Main to allow inspections and approvals by the Township, the City and any other applicable governmental authorities and to ensure construction in accordance with the approved Clark Road Water Main Plans.
- 1.2. The College shall be responsible for payment of usual and customary Township inspection fees; provided, those costs and fees described in Section 1.5(i) and (ii) shall be subject to the Cost Limit described in Section 1.5 below. The City does not routinely provide inspection services for a water main constructed within the Township. If the City provides inspection services on the New Clark Road Water Main, it shall be on a time and material basis and paid for by the College. The New Clark Road Water Main work shall also include the abandonment of the existing water main in Washtenaw Avenue and Hogback Road which serves the College in a manner approved and supervised by the City, in coordination with the Township for purposes of connections, at the expense of the College.
- 1.3. Upon completion of construction of the New Clark Road Water Main in accordance with the approved Clark Road Water Main Plans, the College shall dedicate to the Township any interest of the College in the New Clark Road Water Main and the Existing Clark Road Water Main, as generally shown on Exhibit A ("Dedicated Clark Road Water Main") and grant to the Township all easements necessary or advisable for inspection, maintenance, repair and replacement of the Dedicated Clark Road Water Main in a form substantially in accordance with Exhibit C. The Township shall be responsible for operation and

maintenance of the Dedicated Clark Road Water Main upon dedication to and acceptance by the Township. The Township shall be responsible for the acquisition of easements necessary for construction of the New Clark Road Water Main over the private land between Hogback Road and the US-23 right-of-way for the purpose of ensuring a reliable water source for Township residents and to promote the public health, safety, and welfare. Costs associated with acquisition, drafting and recording such dedication and easement, including costs associated with acquisition of easements over private land, including attorneys' fees and court costs, shall be paid by the College; provided, those costs and fees described in Section 1.5(i) and (ii) shall be subject to the Cost Limit described in Section 1.5 below. The City shall relinquish and transfer to the Township any and all rights it may have in the Existing Clark Road Water Main from Hogback Road to the southerly service of the College.

- 1.4. Completion of construction of the New Clark Road Water Main and the acquisition, granting, and dedication of easements shall occur as soon as reasonably possible. The College and the Township shall use their best efforts to obtain necessary easements and complete the construction of the New Clark Road Water Main within 18 months after the execution of this Agreement (the "Completion Date"). In the event that the New Clark Road Water Main is not completed by the Completion Date, the College agrees to reimburse the City for the actual cost of any repair, arising after the Completion Date, of the existing water main which runs from the westerly right of way at US 23 to the College. The College shall apply for and pay the usual and customary costs associated with a Township Construction Permit for the New Clark Road Water Main; provided, those costs and fees described in Section 1.5(i) and (ii) shall be subject to the Cost Limit described in Section 1.5 below. Township Construction Permit costs and fees shall be paid and deposited in escrow with the Township in the usual manner.
- 1.5. Notwithstanding any other provision of Section 1 of this Agreement, the College's obligation to pay (i) Township inspection fees pertaining to the New Clark Road Water Main, and (ii) Township costs attributable to the acquisition of the easement over the undeveloped land between Hogback Road and the US-23 right-of-way, including Township attorneys fees, and the cost of drafting and recording of such easement, shall not exceed a total of \$50,000.00 ("Cost Limit"). Any fees and costs described in (i) and (ii) above in excess of the Cost Limit shall be the responsibility of the Township.

2 **Water Main Loop.** In the interests of public health, safety, and welfare, in order to provide for reliable water service within the Township and emergency water service to the College:

- 2.1. The Township, at its own expense, shall construct a 12-inch transmission water main beginning approximately at the proposed southerly service connection for

the College and continuing northerly and connecting to the existing 12-inch Township water main located on the south side of Huron River Drive in the right-of-way, all as generally shown on attached Exhibit B, in accordance with plans and specifications approved by the Township and any other applicable governmental authorities. An "Air Gap" (as shown in Exhibit B) shall be installed per mutual agreement between the City and the Township, with an oversized gate valve in well along the 12-inch transmission main, until such time as the New Clark Road Water Main is in operation. After completion of the New Clark Road Water Main and the Water Main Loop, the "Air Gap" will then be connected, at which time the Township will have an interconnection serviced from the City.

- 2.2. The Township shall construct the Valve/By Pass Building shown on Exhibit B. All costs associated with the Valve/By Pass Building shown on Exhibit B including design, construction, inspection, easements and connections for electric, gas and other utility services to the Valve/By Pass Building shall be paid by the College.
- 2.3. The College shall construct, at its cost in accordance with plans and specifications approved by the City, in coordination with the Township for purposes of connections, two metering and backflow prevention facilities at the College's connections to the public water mains as generally shown on attached Exhibit B. The College shall pay any usual and customary City inspection fees and charges associated with such work. The College shall own and be responsible for repair and maintenance of the two meter vaults and the City shall own and be responsible for maintenance and repair of the two meters.
- 2.4. Upon completion of construction of the Water Main Loop in accordance with the approved plans and specifications, the College shall dedicate any interest of the College in the Water Main Loop including the Valve/By Pass Building (but not the two meter vaults and meters) and related appurtenances and utility connections to the Township, together with all easements necessary or advisable for utility services, inspections, maintenance, repair and replacement of the Water Main Loop and Valve/By Pass Building in the form substantially in accordance with Exhibit D. Completion of construction and the granting and dedication of easements shall occur as soon as reasonably possible but in no event later than 18 months after execution of this Agreement. The College shall pay all costs associated with such dedication and easements.

3 Water Service to College.

- 3.1. The College shall be a City customer under the terms of the terms the City-Township Water Supply Agreement, cited in paragraph A of the Recitals of this Agreement. The College will be connected to water main(s) covered by the City – Township Joint Use Agreement, cited in paragraph C of the Recitals of this Agreement. In recognition of the substantial capital investment made by the

College into portions of the public water supply system dedicated to the Township, normal Township connection charges are waived, except for the permit fees, assessments or charges for connections levied by the City. Township Construction Permit fees are not waived.

- 3.2. The College shall receive normal water service from the Clark Road Connection to the Water Main Loop. In the event of disruption or interruption of normal water service, the College may be served from the Huron River Drive connection to the Water Main Loop ("Emergency College Water Service"). The College's connection to the Township's water supply shall include devices designed to provide automatic notice to the City and Township of the need for and to cause automatic opening of valves designed to provide water service to the College from the Huron River Drive connection in the event of a disruption or interruption of normal water service ("Control Unit"). The initial Control Unit installed shall be a Motorola Moscad Unit for controlling and notification of operations. Subsequent devices for controlling and notification of operations shall be by mutual agreement between the City and Township. The College acknowledges that neither the City nor the Township guaranty the capacity of the delivery system to deliver water service to the College in the event of a disruption or interruption of normal Water Service.
- 3.3. By execution of this Agreement, the City consents to the Township providing the Emergency College Water Service and agrees that the water supplied to the College shall not be counted in the Township's guaranteed capacity allocation under the City-Township Water Supply Agreement.

4. **Water Service to Township Customers.** In the event of disruption or interruption of normal water service to the Township customers, the Township may take water from the Clark Road connection to the Water Main Loop to serve Township customers ("Township Water Service"). The Township shall pay the City the City's usual charges for the Township Water Service as provided under the City-Township Water Supply Agreement. The Township's connections for such water supply from the City shall include devices designed to provide automatic notice to the City and the Township of the need for and to cause automatic opening of valves designed to provide water service to the Township in the event of a disruption or interruption of normal water service ("Control Unit"). The initial device installed for purposes of automatic notice and control of valves shall be a Motorola Moscad Unit for controlling and notification of operations. Subsequent devices for controlling and notification of operations shall be by mutual agreement between the City and Township. The Township acknowledges that the City does not guaranty capacity of the City delivery system to deliver the Township Water Service if the water supplied is greater than the guaranteed capacity allocations set forth in the City-Township Water Supply Agreement. The City agrees that there shall be no additional charge for the Township Water Service except the usual City charges for water supplied under the City-Township Water Supply Agreement.

- 5 **Amendment to City-Township Joint Use Water Agreement.** Upon execution of this Agreement, the City and the Township shall amend the City-Township Joint Use Water Agreement to provide the addition of a joint use water main to serve the College.
- 6 **Amendment to City-Township Water Supply Agreement.** Upon execution of this Agreement, the City and the Township, shall amend the City-Township Water Supply Agreement to provide for Township service to Township customers within the Clark Road Service Area (as described in the City-Township Water Supply Agreement) from Delivery Point 6 and the Dedicated Clark Road Water Main, including incorporation of the terms of this Agreement pertaining to Emergency College Water Service and Township Water Service, described in Section 3.2 and 4 above, subject only to the usual connection and water supply charges as currently set forth in the City-Township Water Supply Agreement.
- 7 **Amendment to City-College Agreement.** Upon execution of this Agreement, the City and the College shall amend the City-College Agreement to delete Section 16 pertaining to annexation and such section shall be null and void. The City recognizes the 1994 Policy Statement, as amended on February 1, 2004 between the City of Ann Arbor and Ann Arbor Charter Township. The College agrees to remain in the Township and to not seek annexation into the City.
- 8 **Effect of Termination of City-College Agreement.** In the event of termination of the City-College Agreement, the College may become a Township customer on terms agreed upon by the Township and College. The Township shall not be responsible for maintenance of the water lines, mains, water service leads, and appurtenances located within the College except for maintenance of the Water Main Loop as described above, unless otherwise agreed in writing by the Township and College upon termination of the City-College Agreement.
- 9 **Term.** This Agreement shall continue as long as both the City-College Agreement and the City-Township Water Supply Agreement remain in effect.
- 10 **General.** This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. This Agreement and the agreements referenced herein constitute the entire agreement of the parties pertaining to the subject matter and may be amended only by a writing signed by all parties.

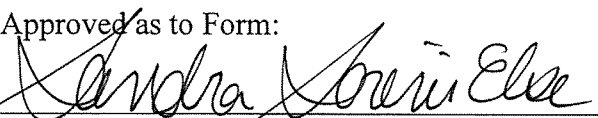
Signed effective as of the day and year first written above.

(signatures appear on following page)

ANN ARBOR CHARTER TOWNSHIP,
a Michigan municipal corporation

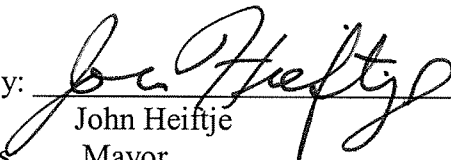
By: 
Michael C. Moran
Its: Supervisor

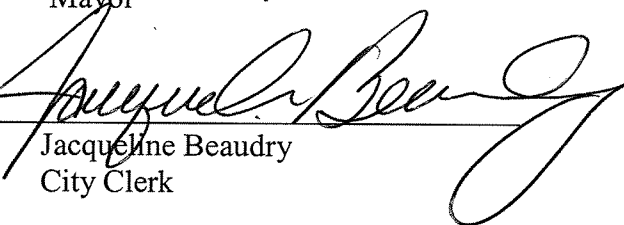
By: 
Rena Basch
Its: Clerk

Approved as to Form:

Sandra Sorini Elser
Township Attorney

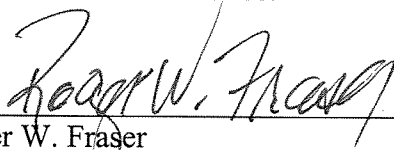
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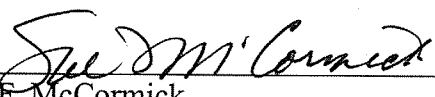
CITY OF ANN ARBOR, a Michigan
municipal corporation

By: 
John Heiftje
Its: Mayor

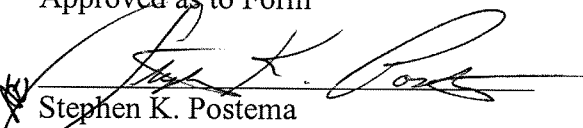
By: 
Jacqueline Beaudry
Its: City Clerk

Approved as to Substance:


Roger W. Fraser
City Administrator


Sue F. McCormick
Public Services Area Administrator

Approved as to Form


Stephen K. Postema
City Attorney

[signatures continue on following page]

EXHIBIT A TO WATER SERVICE AGREEMENT

**Delivery Point 6 and New Clark Road Water Main and Existing
Clark Road Water Main**

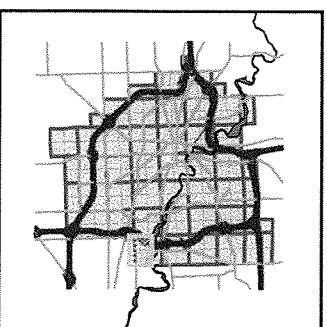
City of Ann Arbor Water System



Exhibit A 3 Way Agreement



Clark Road Area for
Connection Point for
Water Mains between
the City of Ann Arbor and
Ann Arbor Charter Township



- Water Connection Point 6
- ══ New Clark Road Watermain
- ══ Existing Clark Road Watermain
- ══ Proposed AA Township Watermain
- ══ Proposed Abandoned Watermain
- ══ Railroads
- ══ Shoreline
- ══ Misc
- Parcels

400 0 400 800 1200 Feet



August 20, 2007

David J. Wilburn
Sr Applications Specialist
Information Technology
100 N Fifth Av
Ann Arbor, MI 48107
734-997-1172
dwilburn@cityofa.org

EXHIBIT B TO WATER SERVICE AGREEMENT

**Water Main Loop, Including Water Main Transmission Line
and Valve/By Pass Building and Appurtenances and Proposed
Dedicated Water Main Loop**

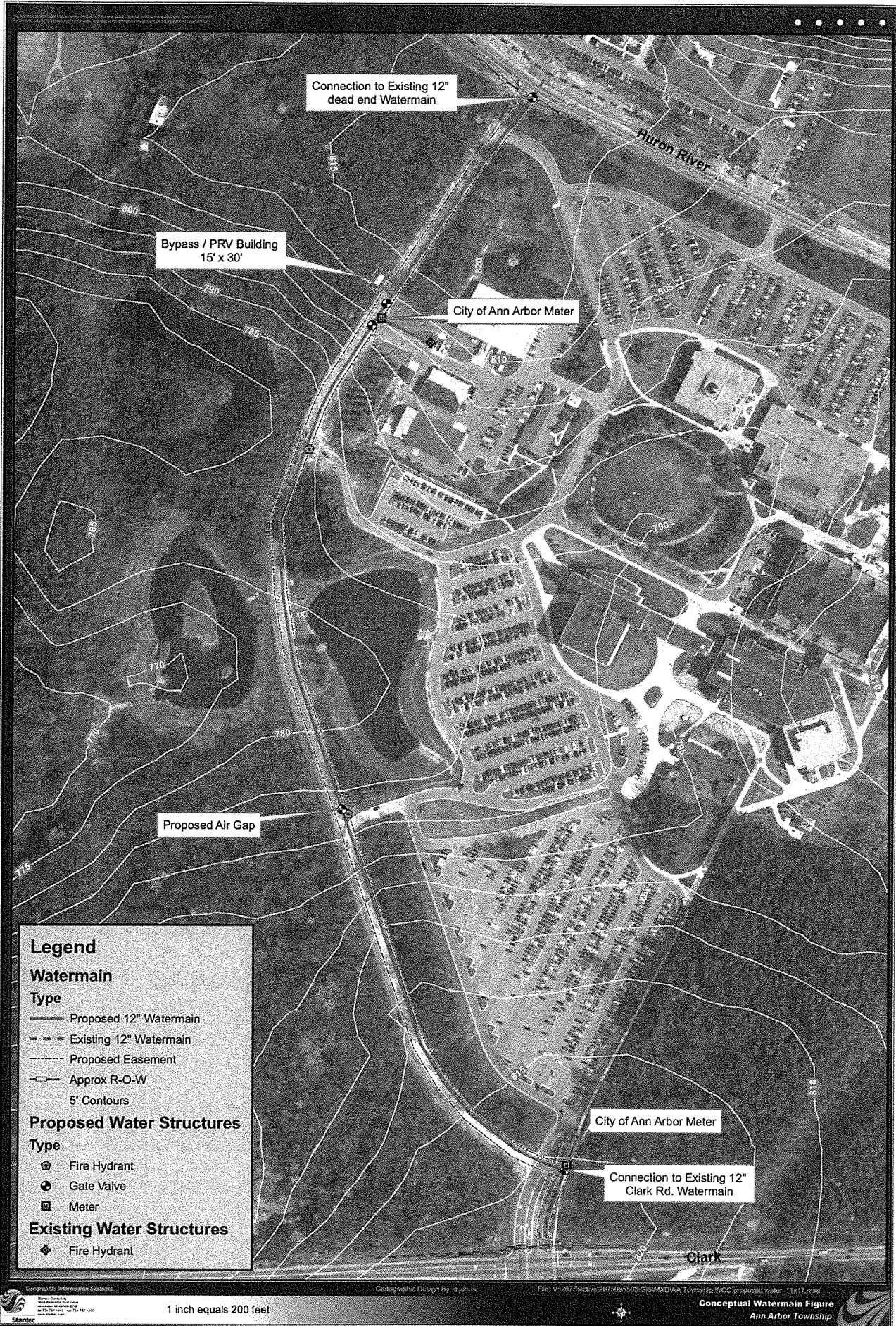


EXHIBIT C TO WATER SERVICES AGREEMENT

Clark Road Water Main Dedication and Easement Agreement

PUBLIC UTILITY DEDICATION AND EASEMENT AGREEMENT

WATER MAIN

(WASHTENAW COMMUNITY COLLEGE – CLARK ROAD WATER MAIN)

This Public Utility Dedication and Easement Agreement (“Agreement”) is made on _____ 2007, by and between Washtenaw Community College, a Michigan community college whose address is 4800 E. Huron River Drive, P. P. Box D-1, Ann Arbor, Michigan 48106 (“College”), and the Charter Township of Ann Arbor, a Michigan municipal corporation whose address is 3792 Pontiac Trail, Ann Arbor, Michigan 48105 (“Township”).

RECITALS

A. The College has an easement and ownership interest in certain water mains and appurtenances constructed within the Clark Road right-of-way from the southerly entrance to Washtenaw Community College to the New Clark Road Water Main described below, within the easement parcel described on attached Exhibit A (“Existing Clark Road Water Main”).

B. Pursuant to the _____, 2007 Water Services Agreement among the College, the Township, and the City of Ann Arbor (“Water Services Agreement”), in order to provide reliable public water service to Township residents including the College, the College, as agent of the Township, constructed a new water main and appurtenances from the west right-of-way line of US-23 at Clark Road extended to the existing water main in Clark Road as described in the Water Services Agreement, within the easement parcel described on attached Exhibit B (“New Clark Road Water Main”).

C. The College wishes to grant, dedicate and convey to the Township for public purposes an easement and any other interest the College may have in the New Clark Road Water Main and the Existing Clark Road Water Main (together the “Clark Road Water Main”), over, across, within the easement parcels described on Exhibits A and B (“Easement Parcels”).

AGREEMENT

Accordingly, the parties agree as follows:

1. **Dedication.** The College hereby dedicates to the Township for public purposes the Clark Road Water Main, and the Township accepts the dedication of the Clark Road Water Main as public utilities to be maintained, inspected, repaired, improved and replaced by the Township. Provided the College shall be solely liable and responsible for any and all costs, expenses, repair, improvement or replacement arising out of or related to any defect in or faulty construction of the New Clark Road Water Main, including construction not in accordance with the approved plans and specifications or arising from improper use of the Clark Road Water Main by the College or its agents, contractors, employees, guests or invitees, and shall indemnify and hold the Township harmless from same.

2. **Grant of Easement.** The College grants, assigns and conveys to the Township any interest the College may have in the Easement Parcels described on attached Exhibits A and B, including a grant to the Township, its consultants, contractors, engineers, agents and employees, (including the City of Ann Arbor for the purposes described in the Water Services Agreement) of perpetual easements for public water main purposes, and for construction, inspection, maintenance, repair, improvement and replacement of the Clark Road Water Main, together with a right of access, ingress and egress for such purposes. To the extent any portion of the Clark Road Water Main is located on property owned by the College, (i) the Township agrees to repair any damage to the surface of such portion of the Easement Parcels caused by the Township's inspections, maintenance, repair or replacement of the portion of the Clark Road Water Main located within such Easement Parcels and (ii) the College agrees not to construct any improvement nor place any trees within such portion of the Easement Parcels nor make any change in the grade or surface of such portion of the Easement Parcels without prior written notice to and approval by the Township, which shall not be unreasonably withheld.

3. **Additional Documents.** All parties agree to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the executing party) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Agreement.

4. **Binding Effect.** The easement and dedication granted pursuant to this Agreement shall run with the land and the benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns.

5. **Termination and Abandonment.** In the event of a change of circumstances in the future, such as an alternate means of providing looped water service to the Township and the College that results in a determination by the Township and other applicable governmental authorities that the Clark Road Water Main should be abandoned and this Agreement terminated, then upon such abandonment of the Clark Road Water Main, the Township shall record a termination of this easement Agreement, the easement shall be deemed extinguished and, to the extent any portion of the Easement Parcels is located on land owned by the College, such land shall revert to the College.

Dated: _____

[Signatures appear on following page]

WASHTENAW COMMUNITY COLLEGE

By: _____
Larry Whitworth
Its: President

EXHIBIT ONLY

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

Acknowledged before me on _____ 2007 by Larry Whitworth, the
President of Washtenaw Community College on behalf of the College.

Notary Public

County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

ANN ARBOR CHARTER TOWNSHIP

By: _____
Michael C. Moran
Its: Supervisor

EXHIBIT ONLY

[Additional signatures appear on following page]

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

Acknowledged before me on _____ by Michael C. Moran, the
Supervisor of Ann Arbor Charter Township on behalf of the Township

EXHIBIT ONLY
Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

PREPARED BY AND WHEN
RECORDED RETURN TO:
Sandra Sorini Elser (P36305)
BODMAN LLP
201 South Division Street, Suite 400
Ann Arbor, Michigan 48104-1339
(734) 761-3780

Parcel ID No. _____

LIST OF EXHIBITS

EXHIBIT A (Existing Clark Road Water Main Easement Parcel)

EXHIBIT B (New Clark Road Water Main Easement Parcel)

EXHIBIT D TO WATER SERVICES AGREEMENT

Water Main Loop Dedication and Easement Agreement

PUBLIC UTILITY DEDICATION AND EASEMENT AGREEMENT

WATER MAIN

(WASHTENAW COMMUNITY COLLEGE – WATER MAIN LOOP)

This Public Utility Dedication and Easement Agreement (“Agreement”) is made _____ 2007, by and between Washtenaw Community College, a Michigan community college whose address is 4800 E. Huron River Drive, P. O. Box D-1, Ann Arbor, Michigan 48106 (“College”), and the Charter Township of Ann Arbor, a Michigan municipal corporation whose address is 3792 Pontiac Trail, Ann Arbor, Michigan 48105 (“Township”).

RECITALS

A. The College is the sole owner of the real property located in Ann Arbor Charter Township and described on attached Exhibit A, commonly known as the Washtenaw Community College campus (“Property”). The College has the right to grant the easements and dedicate the improvements as set forth in this Agreement.

B. The Township and the College, as agent of the Township, have constructed certain water mains and appurtenances to provide reliable public water services to residents of the Township, including the College, in accordance with plans and specifications approved by the Township, including a 12” transmission line, a Valve/By Pass Building (“Water Main and Appurtenances”) all as more particularly described in the _____, 2007 Water Services Agreement among the Township, the College and the City of Ann Arbor (“Water Services Agreement”). The two metering and backflow prevention devices pertaining to the Water Main and Appurtenances shall be owned, maintained and repaired by the City of Ann Arbor as described in the Water Services Agreement. The two meter vaults pertaining to the Water Main and Appurtenances shall be owned, maintained and repaired by the College as set forth in the Water Services Agreement.

C. The College wishes to grant to the Township easements for public purposes for construction, maintenance, inspection, repair, improvement and replacement of the Water Main and Appurtenances over, across and within those portions of the Property depicted on the sketch and described on the legal description attached as Exhibit B (“Easement Parcel”) and to dedicate to the Township for public purposes any interest of the College in the Water Main and Appurtenances.

AGREEMENT

Accordingly, the parties agree as follows:

- 1 **Grant of Easement.** The College grants to the Township and its consultants, contractors, engineers, agents and employees (including the City of Ann Arbor for

purposes described in the Water Services Agreement) for public purposes perpetual easements over, across and within the Easement Parcel for purposes of construction, maintenance, inspection, repair, improvement, and replacement of the Water Main and Appurtenances located within the Easement Parcel together with the right of access, ingress and egress over and across the Property and within the Easement Parcel for purposes of such construction, maintenance, inspection, repair, improvement and replacement of such Water Main and Appurtenances (“Easements”).

- 2 **Dedication.** The College hereby grants, dedicates and conveys to the Township for public purposes the Water Main and Appurtenances located within the Easement Parcel, and the Township accepts the dedication of such Water Main and Appurtenances as public utilities to be maintained, inspected, repaired, improved and replaced by the Township. The Township agrees to repair any damage to the surface of the Easement Parcel resulting from its inspection, maintenance, repair or replacement of the Water Main and Appurtenances within the Easement Parcel and to restore the Easement Parcel to the condition existing prior to such work by the Township, to the extent reasonably possible. Provided, however, the College shall be solely liable and responsible for any and all costs, expenses, repair, improvement or replacement arising out of or related to any defect in or faulty construction of that portion of the Water Main and Appurtenances constructed or installed by the College or arising from improper use of the Water Main and Appurtenances or the Easement Parcel by the College or its agents, contractors, employees, guests or invitees, and shall defend, indemnify and hold the Township harmless from same.
- 3 **Maintenance of the Easement Parcel.** Neither the College nor its successors, transferees or assigns shall construct any buildings or improvements nor place any trees on the Easement Parcel nor make any change to the grade or surface of the Easement Parcel without prior written notice to and approval by the Township, which shall not be unreasonably withheld. The parties acknowledge and agree that a portion of the existing paved road and related improvements serving the College are located within the Easement Parcel and that such portion of the existing paved road and related improvements shall be allowed to remain within the Easement Parcel and may be repaired, maintained and replaced by the College at their existing location in a manner that does not interfere with the operation, use, maintenance, repair, replacement or inspection of the Water Main Loop by the Township. Any expansion or relocation of the existing access road or related improvements within the Easement Parcel shall require the prior written consent of the Township, which shall not be unreasonably withheld..
- 4 **Further Easements.** The College will not grant any further easements within the Easement Parcel nor alter, repair or modify the Water Main or Appurtenances within the Easement Parcel without prior written notice to and approval by the Township.
- 5 **Termination and Abandonment.** In the event of a change of circumstances in the future, such as an alternate means of providing looped water service to the Township and the College that results in a determination by the Township and other applicable governmental authorities that the Water Main and Appurtenances should be abandoned

and this Agreement terminated, then upon such abandonment of the Water Main and Appurtenances, the Township shall record a termination of this easement Agreement, and the easement shall be deemed extinguished and the land shall revert to the College.

- 6 **Additional Documents.** All parties agree to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the executing party) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Agreement.
- 7 **Binding Effect.** The easement and dedication granted pursuant to this Agreement shall run with the land and the benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns.

Dated: _____

WASHTENAW COMMUNITY COLLEGE

By: _____
Larry Whitworth
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

Acknowledged before me on _____ by Larry Whitworth, the President of Washtenaw Community College on behalf of the College.

Notary Public

County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

ANN ARBOR CHARTER TOWNSHIP

By: _____
Michael C. Moran
Its: Supervisor

[Additional signatures on the following page]

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

Acknowledged before me on _____ by Michael C. Moran, the
Supervisor of Ann Arbor Charter Township on behalf of the Township.

EXHIBIT ONLY

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

PREPARED BY AND WHEN
RECORDED RETURN TO:
Sandra Sorini Elser (P36305)
BODMAN LLP
201 S. Division Street, Suite 400
Ann Arbor, Michigan 48104-1339
(734) 761-3780

Parcel ID No. _____

LIST OF EXHIBITS

EXHIBIT A (Legal Description of Property)

EXHIBIT B (Sketch and Legal Description of Water Main Easement)