

SECOND AMENDMENT TO EASEMENT

Colonial Square Cooperative, a Michigan corporation, whose address is 3012 Williamsburg Drive, Ann Arbor, MI 48108 (CS); and Ann Arbor Housing Commission, a Michigan public body corporate, whose address is 727 Miller, Ann Arbor MI 48103 (AAHC), amend an existing easement and enter in to this Second Amendment to Easement (Second Amendment) effective as of _____, 2015. (CS and AAHC are referred to as the Parties, or singularly as a Party.)

Recitals

- A. CS owns property east of Platt Road in Ann Arbor. AAHC owns property fronting on Platt Road which is surrounded on three sides by the CS property (the AAHC Property). CS is the beneficiary of an Easement Agreement, dated November 18, 1964, and recorded at Liber 1095, Page 431, (the Original Easement), which was amended pursuant to an Amendment to Easement Agreement, dated December 6, 1965, and recorded at Liber 1140, Page 359 (the First Amendment).
- B. The Original Easement granted to CS the right to use the area described in the Original Easement (Easement Area) for ingress, egress, and recreational uses.
- C. Over the years, CS has constructed a fence, a portion of a building, and a garbage container within the Easement Area, and has used the Easement Area for additional purposes not specifically mentioned in the Original Easement.
- D. The legal description of the Easement Area is not as clear as it could be, leading to occasional confusion regarding the location of the Easement Area.
- E. CS and AAHC desire to amend the Original Easement and First Amendment to include the uses that CS has historically undertaken within the Easement Area, and to clarify the legal description of the Easement Area.

Agreement to Amend the Original Easement and First Amendment

Based on the Recitals, and for other good and valuable consideration (but no monetary consideration), the receipt of which is acknowledged by both Parties, CS and AAHC agree as follows:

1. **Permitted Uses.** In addition to ingress, egress, and recreational uses contained in the Original Easement, CS may use the Easement Area for the construction and maintenance of a fence in its current location, the construction and maintenance of a building in its current location, placement and maintenance of a garbage container (dumpster), pedestrian access to buildings located on CS's property, and for vehicle parking in its current location (the Improvements). A survey showing the location of the existing fence, building, garbage container, and parking is attached as Exhibit A and is made a part of this Second Amendment.
2. **No Expansion of Easement.** CS shall not expand the Easement Area in size or scope. No additional buildings, construction or other improvements shall be installed in the Easement Area without the written consent of AAHC.
3. **Legal Description.** In addition to its description in the Original Easement, the legal description of the Easement Area is also known as:

Property located in Section 11, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, described as beginning at a point which is distant S 0° 23' 40" E 974.21 feet; then N 89° 36' 20" E 130.00 feet; then S 16° 57' 05" E 38.60 feet; then N 89° 36' 20" E 19.00 feet, from the West $\frac{1}{4}$ corner of said Section 11; then N 89° 36' 20" E 75.00 feet; then S 0° 23' 40" E 163.00 feet; then S 89° 36' 20" W 235 feet; then N 0° 23' 40" W 55 feet; then N 89° 36' 20" E 160 feet; then N 0° 23' 40" W 108 feet to the point of beginning.

4. **Insurance.** CS shall insure the Easement Area for liability and casualty insurance, equivalent to the insurance it maintains on its own property, and shall have AAHC added as an additional insured party on that portion of CS's policy that insures the Easement Area. CS shall provide a copy of this insurance policy to AAHC.
5. **CS Maintenance of Area.** CS shall maintain the fence on the west border of the Easement Area in good and attractive condition. CS shall maintain all Improvements on the Easement Area in good and attractive condition (although this does not prohibit CS from removing a part or all of the Improvements). CS shall maintain the Easement Area in good and attractive condition. Beginning in the Fall, 2015, CS shall remove dead plantings and brush from the AAHC Property, after confirming

with AAHC which plantings and brush should be removed. Beginning in the Spring, 2016, CS shall continue to remove plantings, brush, logs, and dead tree(s) on AAHC Property, after confirming with AAHC which should be removed. Also, beginning in Spring, 2016, CS shall maintain the lawn area of the AAHC Property; and shall install on the west side of the building located on AAHC Property, low maintenance, attractive plantings, containing plantings similar to the model gardens located within the CS property (the Landscaping). CS shall maintain the lawn area and Landscaping in a manner equivalent to CS's maintenance of its own adjoining property.

6. Miscellaneous. CS's obligations to insure and maintain, contained in Sections 4 and 5 above, shall continue as long as CS uses the Easement Area. CS shall defend, indemnify and hold AAHC harmless from any claims, causes of actions, or judgments arising directly from CS's, or its agents', employees', or contractors', use of the Easement Area. All other terms of the Original Easement and the First Amendment not modified by this Second Amendment remain in effect. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Michigan. This Second Amendment is exempt from transfer tax pursuant to MCL 207.505(a).

7. Dispute Resolution. Prior to initiating litigation to enforce the terms of this Second Amendment, the parties shall attempt informal dispute resolution either through a mediator or through conferences by their respective chief executives.

Colonial Square Cooperative

By _____
Its _____
Date: _____

Ann Arbor Housing Commission

By _____
Its _____
Date: _____

Notarizations on following page

STATE OF MICHIGAN
_____ COUNTY)

Acknowledged before me in Washtenaw County, Michigan on _____, by _____, of Colonial Square Cooperative, a Michigan corporation, on behalf of the corporation.

/s/ _____

[Notary public's name, as it appears on application for commission]

Notary public, State of Michigan, County of Washtenaw.

My commission expires _____.

Acting in the County of _____

STATE OF MICHIGAN)
_____ COUNTY)

Acknowledged before me in Washtenaw County, Michigan on _____, by _____, of Ann Arbor Housing Commission, a Michigan public body corporate, on behalf of the public body.

/s/ _____

[Notary public's name, as it appears on application for commission]

Notary public, State of Michigan, County of Washtenaw.

My commission expires _____.

Acting in the County of _____

Drafted by and when recorded return to:
Scott E. Munzel (P39818)
603 W. Huron Street
Ann Arbor, MI 48103

Insert Tax ID Number: