

See Rider 1150 Page 345

THIS INDENTURE, made this 10th day of September, 1962, between FRED LIEBERMAN, party of the first part, and the CITY OF ANN ARBOR, a Michigan municipal corporation, City Hall, Ann Arbor, Michigan, party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the agreements herein contained and the sum of One Dollar to it paid by the party of the second part, the receipt whereof is hereby confessed, does by these presents, grant and convey to and unto said second party, its successors and assigns, a construction right-of-way over a strip of land one hundred (100) feet wide, being fifty (50) feet on each side of the following described line; and a permanent right-of-way twenty (20) feet wide, being ten (10) feet on each side of the following described line, said right-of-way being for the construction and maintenance of sanitary sewer:

Commencing at northeast corner Section 25, Scio Township, T2S, R5E, Washtenaw County, Michigan; thence south 739.87 feet in the east line of Section 25; thence deflecting 90° 06' right 33 feet for a Place of Beginning, thence continuing in the aforementioned course 297.87 feet; thence deflecting 41° 27' right 687.12 feet; thence deflecting 41° 33' left 646.17 feet to a point which is 46.25 feet from the right-of-way line of I-94; thence deflecting 35° 34' right 334.24 feet; thence deflecting 54° 36' right 105.28 feet to the north line of Section 25 and south line Scioto Hills Subdivision and there terminating.

ALSO Commencing at the northeast corner Section 25, Scio Township, T2S, R5E, Washtenaw County, Michigan; thence south in the east line of Section 25, 1234.87 feet; thence deflecting 89° 25' right 33 feet for a place of beginning; thence continuing in the aforementioned course 432 feet; thence deflecting 65° 42' left 106 feet to the point of termination.

and therein and thereon, to construct a sanitary sewer as a part of its sanitary sewer system, making thereon all needful excavations therefor, using in said construction all needful tools, implements, equipment, materials and supplies therefor.

That after the construction of said sewer, in the use of said right-of-way for maintenance purposes and to keep said sewer in good order

and repair; the party of the second part may use in such repair, all needful tools, implements, equipment, materials and supplies therefor over and across the limited maintenance right-of-way above described.

IT IS FURTHER AGREED, That in the construction or repair of said sanitary sewer, the said second party, its officers, agents, workmen, as well as the contractor and his employees, shall and will do as little damage to the said land and premises as possible, and after such construction and repair shall and will leave the same in like good condition as it was when any such construction or repair shall have commenced, except that the consideration to the party of the first part from the City, the party of the second part, shall be full compensation for the removal or damage to any trees, flowers, shrubs, earth or sod made necessary by the construction of the sewer for which this right-of-way is granted.

This agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the said second party by the Mayor and City Clerk, the day and year first above written.

Sealed and Delivered in the presence of:

H. B. Harris
H. B. Harris

Ann Sylvester
Ann Sylvester

Oma L. Turner
Oma L. Turner

Jean Eskelinen
Jean Eskelinen

Fred Lieberman
Fred Lieberman

CITY OF ANN ARBOR

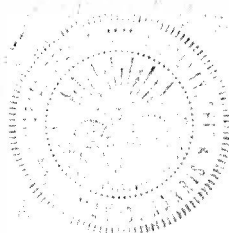
BY Cecil O. Creal
Cecil O. Creal, Mayor

BY Fred J. Looker
Fred J. Looker, City Clerk

Council Oct 15 1962

STATE OF OHIO)
) SS.
COUNTY OF *SUMMIT*)

On this *18th* day of *September*, A.D., 1962, before me personally appeared Fred Lieberman, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Herman B. Harris

Herman B. Harris
Notary Public, *SUMMIT* County,

My commission expires: *March 31, 1963*

RECEIVED
FOR RECORD
Oct 24 2 57 PM '62
PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

RECEIVED
FOR RECORD
Oct 24 2 57 PM '62
PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

LIBER 1006 PAGE 404

THIS INDENTURE, made this 18th day of Sept. , 1962, between MAPLE VILLAGE SHOPPING CENTER, INC., A Michigan corporation, party of the first part, and the CITY OF ANN ARBOR, a Michigan municipal corporation, City Hall, Ann Arbor, Michigan, party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the agreements herein contained and the sum of One Dollar to it paid by the party of the second part, the receipt whereof is hereby confessed, does by these presents, grant and convey to and unto said second party, its successors and assigns, a construction right-of-way over a strip of land one hundred (100) feet wide, being fifty (50) feet on each side of the following described line; and a permanent right-of-way twenty (20) feet wide, being ten (10) feet on each side of the following described line, said right-of-way being for the construction and maintenance of sanitary sewer:

Commencing at northeast corner Section 25, Scio Township, T2S, R5E, Washtenaw County, Michigan; thence south 739.87 feet in the east line of Section 25; thence deflecting 90° 06' right 33 feet for a Place of Beginning, thence continuing in the aforementioned course 297.87 feet; thence deflecting 41° 27' right 687.12 feet; thence deflecting 41° 33' left 646.17 feet to a point which is 46.25 feet from the right-of-way line of I94; thence deflecting 35° 34' right 334.24 feet; thence deflecting 54° 36' right 105.28 feet to the north line of Section 25 and south line Scioto Hills Subdivision and there terminating.

ALSO Commencing at the northeast corner Section 25, Scio Township, T2S, R5E, Washtenaw County, Michigan; thence south in the east line of Section 25, 1234.87 feet; thence deflecting 89° 25' right 33 feet for a place of beginning; thence continuing in the aforementioned course 432 feet; thence deflecting 65° 42' left 106 feet to the point of termination.

and therein and thereon, to construct a sanitary sewer as a part of its sanitary sewer system, making thereon all needful excavations therefor, using in said construction all needful tools, implements, equipment, materials and supplies therefor.

That after the construction of said sewer, in the use of said right-of-way for maintenance purposes and to keep said sewer in good order and repair; the party of the second part may use in such repair,

all needful tools, implements, equipment, materials and supplies therefor over and across the limited maintenance right-of-way above described.

IT IS FURTHER AGREED, That in the construction or repair of said sanitary sewer, the said second party, its officers, agents, workmen, as well as the contractor and his employees, shall and will do as little damage to the said land and premises as possible, and after such construction and repair shall and will leave the same in like good condition as it was when any such construction or repair shall have commenced, except that the consideration to the party of the first part from the City, the party of the second part, shall be full compensation for the removal or damage to any trees, flowers, shrubs, earth or sod made necessary by the construction of the sewer for which this right-of-way is granted.

This agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the said second party by the Mayor and City Clerk, the day and year first above written.

Sealed and Delivered in the presence of:

MAPLE VILLAGE SHOPPING CENTER, INC.

Sylvia Jergensen
Sylvia Jergensen

BY: Wesley Novkov Pres.
Wesley Novkov

J. S. Stein
J. S. Stein

BY: Trefon Sagadenky D.R.
Trefon Sagadenky

Oma L. Turner
Oma L. Turner

CITY OF ANN ARBOR
BY: Cecil O. Creal
Cecil O. Creal, Mayor

Jean Eskelinen
Jean Eskelinen

BY: Fred J. Looker
Fred J. Looker, City Clerk

Council Oct. 1, 1962

LIBER 1006 PAGE 406

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

On this day of , 1962, before me personally appeared to me personally known, who being by me sworn, did each for himself say that they are respectively the of Maple Village Shopping Center, Inc., the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Washtenaw County,
Michigan

My commission expires: _____

State of Ohio,)
) ss
County of Summit)

On this 18th day of September, 1962, before me personally appeared, Wesley Novkov, President, and Trefon Sagadenky, Director, who being by me sworn, did each for himself say that they are respectively, the President and Director, The Maple Village Shopping Center, Inc., the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Wesley Novkov and Trefon Sagadenky acknowledged said instrument to be the free act and deed of said corporation.

Sylvia Jergensen
Notary Public, Summit County, Ohio
Sylvia Jergensen
My commission expires May 4, 1967



RECEIVED
FOR RECORD

OCT 24 2 57 PM '62

PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

RECEIVED
FOR RECORD

OCT 24 2 57 PM '62

PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

THIS INDENTURE, made this 19th day of September, 1962, between NATIONAL BANK AND TRUST COMPANY, as Trustee of the Estate of MINNIE E. BOCK, Deceased, and the CITY OF ANN ARBOR, a Michigan municipal corporation, City Hall, Ann Arbor, Michigan, party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the agreements herein contained and the sum of One Dollar to it paid by the party of the second part, the receipt whereof is hereby confessed, does by these presents, grant and convey to and unto said second party, its successors and assigns, a construction right-of-way over a strip of land one hundred (100) feet wide, being fifty (50) feet on each side of the following described line; and a permanent right-of-way twenty (20) feet wide, being ten (10) feet on each side of the following described line, said right-of-way being for the construction and maintenance of sanitary sewers:

Commencing at northeast corner of Section 25, Scio Township, T2S, R5E, Washtenaw County, Michigan; thence south 739.87 feet in the east line of Section 25; thence deflecting 90° 06' right 33 feet for a Place of Beginning, thence continuing in the aforementioned course 297.87 feet; thence deflecting 41° 27' right 687.12 feet; thence deflecting 41° 33' left 646.17 feet to a point which is 46.25 feet from the right-of-way line of I-94; thence deflecting 35° 34' right 334.24 feet; thence deflecting 54° 36' right 105.28 feet to the north line of Section 25 and south line Scioto Hills Subdivision and there terminating.

ALSO Commencing at the northeast corner Section 25, Scio Township, T2S, R5E, Washtenaw County, Michigan; thence south in the east line of Section 25, 1234.87 feet; thence deflecting 89° 25' right 33 feet for a place of beginning; thence continuing in the aforementioned course 432 feet; thence deflecting 65° 42' left 106 feet to the point of termination.

and therein and thereon, to construct a sanitary sewer as a part of its sanitary sewer system, making thereon all needful excavations therefor, using in said construction all needful tools, implements, equipment, materials and supplies therefor.

That after the construction of said sewer, in the use of said right-of-way for maintenance purposes and to keep said sewer in good order and repair; the party of the second part may use in such repair,

1006 408

all needful tools, implements, equipment, materials and supplies therefor over and across the limited maintenance right-of-way above described.

IT IS FURTHER AGREED, That in the construction or repair of said sanitary sewer, the said second party, its officers, agents, workmen, as well as the contractor and his employees, shall and will do as little damage to the said land and premises as possible, and after such construction and repair shall and will leave the same in like good condition as it was when any such construction or repair shall have commenced, except that the consideration to the party of the first part from the City, the party of the second part, shall be full compensation for the removal or damage to any trees, flowers, shrubs, earth or sod made necessary by the construction of the sewer for which this right-of-way is granted.

This agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the said second party by the Mayor and City Clerk, the day and year first above written.

Sealed and Delivered
in the presence of:

NATIONAL BANK AND TRUST COMPANY

Jeanne C. Mahon
Jeanne C. Mahon

BY R. S. Nielsen
R. S. Nielsen, Vice President, Trust Officer

Dale Westfall
Dale Westfall

BY F. M. Crandall
F. M. Crandall, Senior Vice President
CITY OF ANN ARBOR

Oma L. Turner
Oma L. Turner

BY Cecil O. Creal
Cecil O. Creal, Mayor

Jean Eskelinen
Jean Eskelinen

BY Fred J. Looker
Fred J. Looker

Amiel O. ...