



OFFICIAL SEAL

03/10/05

L-4463 P-859

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

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ACS-5630150-EAS-2005
Lawrence Kestenbaum, Washtenaw

L-4463 P-859

**PUBLIC UTILITIES EASEMENT AGREEMENT
FOR
GOLFVIEW LANE
2004**

KNOW ALL PERSONS BY THESE PRESENTS: That **THE REGENTS OF THE UNIVERSITY OF MICHIGAN**, a Michigan constitutional corporation, with its address at 326 E. Hoover Street, Ann Arbor, MI 48109-1002, hereinafter called Grantor, hereby grants and conveys to the **CITY OF ANN ARBOR**, a Michigan municipal corporation, with its address at 100 North Fifth Avenue, Ann Arbor, Michigan, 48104, hereinafter called City, a permanent easement for the construction and maintenance of waters mains, storm sewers, sanitary sewers and appurtenances thereto, all of which are hereinafter referred to as a public utilities system, along with the public utilities system presently within the following described premises, situated in the City of Ann Arbor, County of Washtenaw, and State of Michigan, being more fully described as:

Utility Easement – Variable Width

Commencing at the East ¼ corner of Section 5, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; Thence N01° 19'40"W 403.29 feet along the east line of said section; Thence S87° 12'50"W 89.46 feet; Thence N05° 30'40"W 79.66 feet along the westerly right-of-way of South State Street for a place of beginning; Thence S87° 02'18"W 120.43 feet; Thence 226.75 feet along the arc of a 438.00 feet radius circular curve to the right with a delta of 29° 39'40" and a chord which bears N78° 07'52"W 224.22 feet; Thence N63° 18'02"W 15.53 feet; Thence 225.19 feet along the arc of a 462.00 feet radius circular curve to the left with a delta of 27° 55'38" and a chord of N77° 15'51"W 222.97 feet; Thence S88° 46'20"W 713.52 feet; Thence N01° 13'40"W 40.00 feet; Thence N88° 46'20"E 165.33 feet; Thence N01° 13'40"W 38.00 feet; Thence N88° 46'20"E 40.00 feet; Thence S01° 13'40"E 38.00 feet; Thence N88° 46'20"E 342.33 feet; Thence N01° 13'40"W 129.11 feet; Thence S88° 46'20"W 16.96 feet; Thence N01° 13'40"W 40.00 feet; Thence N88° 46'20"E 56.96 feet; Thence S01° 13'40"E 169.11 feet; Thence N88° 46'20"E 125.85 feet; Thence 244.69 feet along the arc



of a 502.00 feet radius circular curve to the right with a delta of $27^{\circ} 55' 38''$ and a chord which bears $S77^{\circ} 15' 51'' E$ 242.27 feet; Thence $S63^{\circ} 18' 02'' E$ 15.53 feet; Thence 206.04 feet along the arc of a 398.00 feet radius circular curve to the left with a delta of $29^{\circ} 39' 40''$ and a chord which bears $S78^{\circ} 07' 52'' E$ 203.75 feet; Thence $N87^{\circ} 02' 18'' E$ 90.45 feet; Thence $N00^{\circ} 18' 10'' E$ 253.61 feet; Thence $S89^{\circ} 41' 50'' E$ 30.00 feet; Thence $S00^{\circ} 18' 10'' W$ 270.10 feet along said westerly right-of-way; Thence continuing along said right-of-way $S05^{\circ} 30' 40'' E$ 21.85 feet to the place of beginning. Being a part of the N.E. $\frac{1}{4}$ of said Section 5.

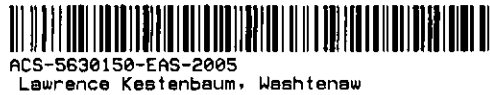
Water Main Easement - Variable Width

Commencing at the North one-quarter post of Section 5, thence South 2170.60 in the North and South one-quarter line, thence deflecting $91^{\circ} 25'$ to the left 1330.80 feet; thence deflecting $88^{\circ} 13'$ to the left 392.09; thence continuing 383.09 feet in the last mentioned course; thence deflecting $91^{\circ} 47'$ to the left 1428.12 feet; thence deflecting $95^{\circ} 21'$ to the left 389.60 feet; thence deflecting $84^{\circ} 39'$ to the left 1298.81 feet to the PLACE OF BEGINNING; thence continuing 40.74 feet in the last mentioned course; thence deflecting $88^{\circ} 11'$ to the left 40.25 feet; thence deflecting $135^{\circ} 34'$ to the left 58.16 feet to the PLACE OF BEGINNING, being a part of the North fractional one-half of Section 5, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan. Containing 820 square feet of land, more or less.

Water Main Easement - Variable Width

Commencing at the East $\frac{1}{4}$ corner of Section 5, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence $N01^{\circ} 19' 40'' W$ 403.29 feet along the east line of said section; thence $S87^{\circ} 12' 50'' W$ 89.46 feet; thence $N05^{\circ} 30' 40'' W$ 79.66 feet along the westerly Right-of Way of South State Street; thence $S87^{\circ} 02' 18'' W$ 120.43 feet; thence 226.75 feet along the arc of a 438.00 feet radius circular curve to the right with a delta of $29^{\circ} 39' 40''$ and a chord which bears $N78^{\circ} 07' 52'' W$ 224.22 feet; thence $N63^{\circ} 18' 02'' W$ 15.53 feet; thence 225.19 feet along the arc of a 462.00 feet radius circular curve to the left with a delta of $27^{\circ} 55' 38''$ and a chord of $N77^{\circ} 15' 51'' W$ 222.97 feet; thence $S88^{\circ} 46' 20'' W$ 138.60 feet for a PLACE OF BEGINNING; thence continuing $S88^{\circ} 46' 20'' W$ 40.04 feet; thence $S03^{\circ} 52' 02'' E$ 154.12 feet; thence $S87^{\circ} 12' 50'' W$ 8.02 feet; thence $S03^{\circ} 52' 02'' E$ 40.01 feet; thence $N87^{\circ} 12' 50'' E$ 8.02 feet; thence $S03^{\circ} 52' 02'' E$ 14.02 feet; thence $N87^{\circ} 12' 50'' E$ 40.01 feet; thence $N03^{\circ} 52' 02'' W$ 207.07 feet to the PLACE OF BEGINNING, being a part of the NE $\frac{1}{4}$ of Section 5. Containing 0.20 acres of land, more or less.

For good and valuable consideration not to exceed \$100.00, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:



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above the footings of the structure and the structure is located within twenty (20) feet of the main.

- (d) Grantor agrees to hold the City harmless from all claims, made by persons not a party to this agreement, when said claims occur or accrue to said persons as a result of water escaping from water mains under conditions set forth in paragraph 4(c).
- (e) Due to the as-built conditions in and around the Easement Area, the City agrees that, before it repairs or replaces the public utilities system in the Easement Area, the City will notify Grantor of its repair/replacement schedule and allow Grantor an opportunity to comment on the work plan for the limited purpose of construction safety measures to avoid damage to adjacent foundations, buildings, footings and similar types of structures in the Easement Area. As to the Easement Area and to the extent permitted by law, the City agrees to indemnify and hold Grantor harmless from any and all claims, loss or damage arising out of the failure or negligence of the City, its employees, agents or contractors, in connection with the activities authorized under this Easement except when such claims, loss or damage are due to or chargeable to, in whole or in part, any alleged active or passive negligence or participation in the claim, loss or damage by Grantor or as otherwise provided herein. Notwithstanding the above, the City reserves its right to assert any and all defenses it may have, whether statute or common law, including but not limited to governmental immunity.

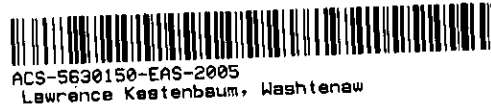
To the extent permitted by law, the City shall indemnify and hold Grantor harmless from any and all claims that arise from the City's activities authorized under this Easement (including those of its employees, agents and contractors) except as otherwise provided herein.

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their successors, heirs, executors and assigns, unless and until amended by written agreement of the parties.

Dated this

19th


day of November, 2004.



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GRANTOR:

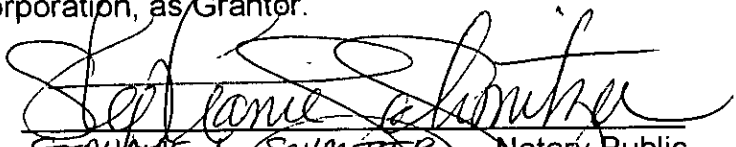
THE REGENTS OF THE UNIVERSITY OF MICHIGAN,
A Michigan constitutional corporation

By: 
Timothy P. Slottow
Its: Executive Vice President and Chief Financial Officer

SLC

STATE OF MICHIGAN
COUNTY OF WASHTENAW

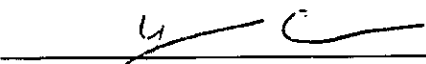
The foregoing Golfview Lane Easement was acknowledged before me this 19th day of November, 2004, by Timothy P. Slottow., Executive Vice President and Chief Financial Officer, on behalf of The Regents of the University of Michigan, a Michigan constitutional corporation, as Grantor.


STEPHANIE L. SCHMITZER Notary Public
County of Washtenaw
Acting in Washtenaw County, MI
State of Michigan
My Commission expires:

STEPHANIE L. SCHMITZER
NOTARY PUBLIC WASHTENAW CO., MI
MY COMMISSION EXPIRES Jul 8, 2007

THE CITY OF ANN ARBOR,
A Michigan municipal corporation

By: 
John Hieftje
Its: Mayor

By: 
Yvonne Carl
Its: Co-Interim City Clerk



ACS-5630150-EAS-2005
Lawrence Kestenbaum, Washtenaw

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**STATE OF MICHIGAN
COUNTY OF WASHTENAW**

The foregoing Golfview Lane Easement was acknowledged before me this day of November, 2004, by John Hieftje and Yvonne Carl, the Mayor and Co-Interim City Clerk, respectively, of the City of Ann Arbor, a Michigan municipal corporation, as Easement Grantee.

Marylou Zimmerman

Marylou Zimmerman, Notary Public
County of Washtenaw, MI
Acting in Washtenaw County, MI
State of Michigan
My Commission expires: October 15, 2008

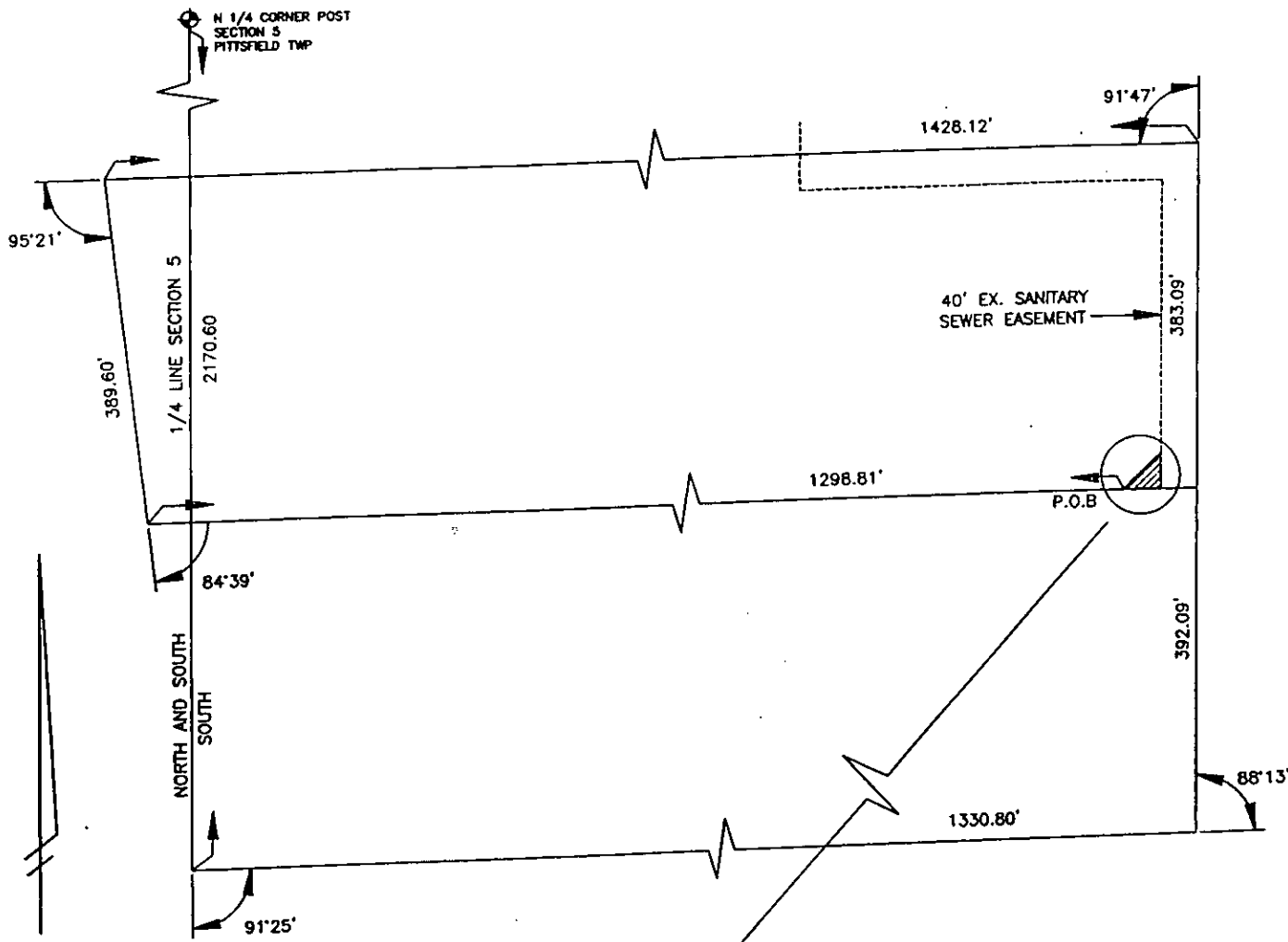
Prepared By and When Recorded Return To:

✓
Marylou Zimmerman
City's Attorney's Office
City of Ann Arbor
100 N. Fifth Avenue
Ann Arbor, MI 48104

MARYLOU ZIMMERMAN
Notary Public, Washtenaw County, MI
My Commission Expires Oct. 15, 2008

Copy To:
University of Michigan
Real Estate Office
326 E. Hoover
Ann Arbor, MI 48109-1002

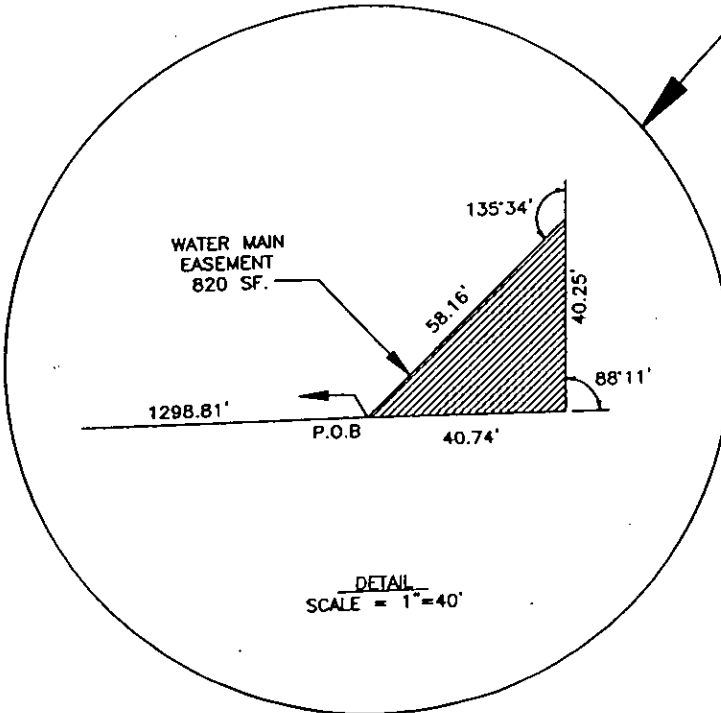
Tax Parcel ID #: 09-12-05-100-010 and 09-12-05-175-023



SEE
DETAIL

Water Main Easement - Variable Width

Commencing at the North one-quarter post of Section, thence South 2170.60 in the North and South one-quarter line, thence deflecting 91°25' to the left 1330.80 feet; thence deflecting 88°13' to the left 392.09; thence continuing 383.09 feet in the last mentioned course; thence deflecting 91°47' to the left 1428.12 feet; thence deflecting 95°21' to the left 389.60 feet; thence deflecting 84°39' to the left 1298.81 feet to the PLACE OF BEGINNING; thence continuing 40.74 feet in the last mentioned course; thence deflecting 88°11' to the left 40.25 feet; thence deflecting 135°34' to the left 58.16 feet to the PLACE OF BEGINNING, being a part of the North fractional one-half of Section 5, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan. Containing 820 square feet of land, more or less.



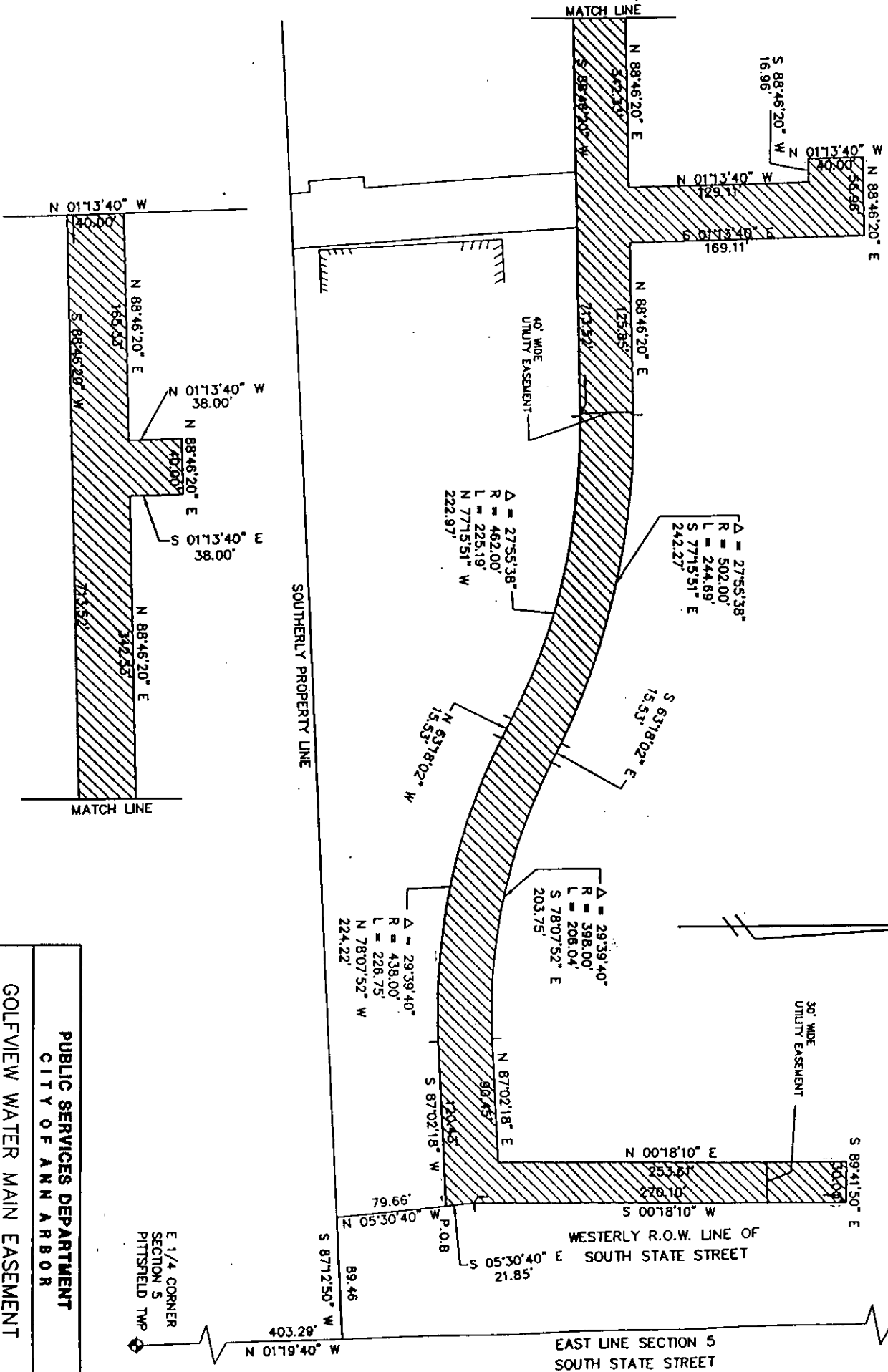
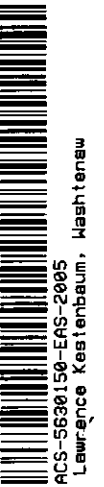
DETAIL
SCALE = 1"=40'

PUBLIC SERVICES DEPARTMENT CITY OF ANN ARBOR					
GOLFVIEW WATER MAIN EASEMENT					
DR. BY	JFK	CHK BY	AMW	DRAWING NO.	2000061-UM3
SCALE	1"=200'	DATE	3-16-04		
INCH			SHEET NO. 1 OF 1		

UW's
Buildings

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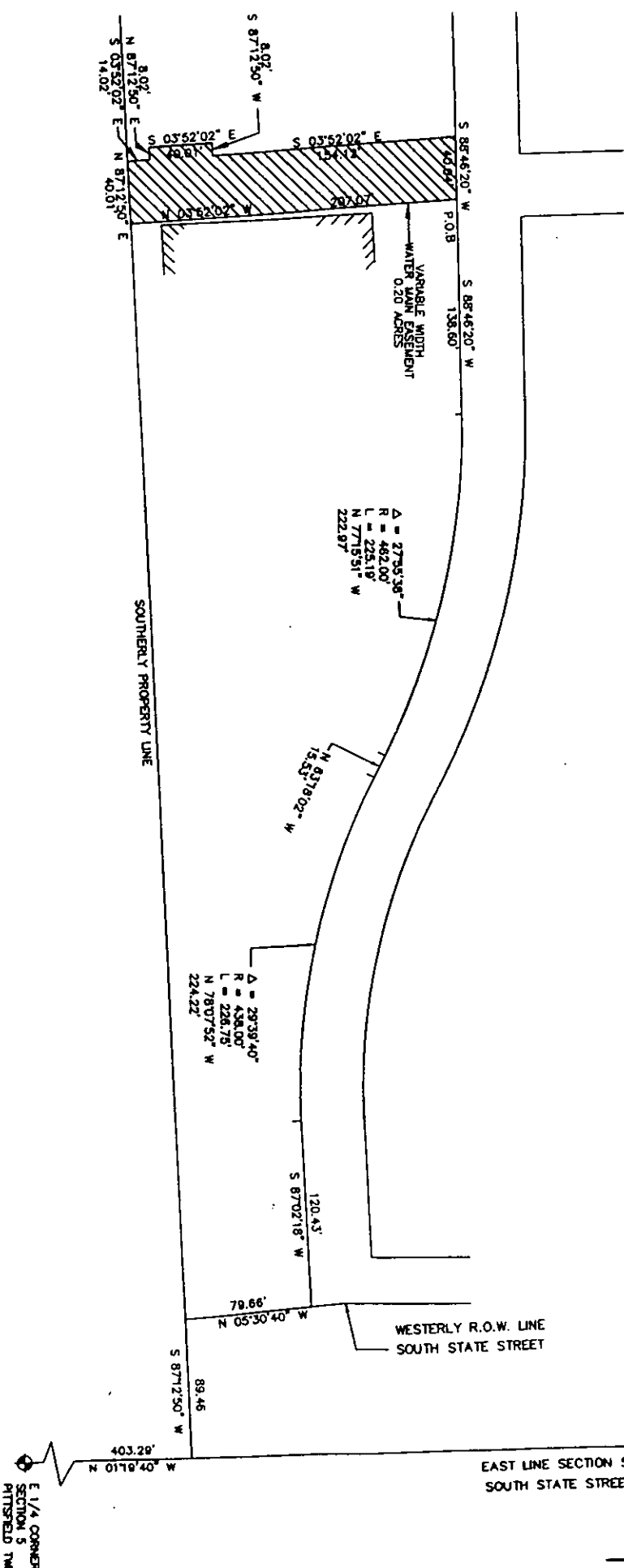
PUBLIC SERVICES DEPARTMENT		DRAWING NO. 2000061-UM1B
CITY OF ANN ARBOR		
GOLFVIEW WATER MAIN EASEMENT		
DL BY JFK	CL BY AMW	SHEET NO. 2 OF 3
SCALE 1"=100'	DATE 3-16-04	

E 1/4 CORNER
SECTION 5
PITTSFIELD TWP

NE CORNER
SECTION 5
PITTSFIELD TWP

Water Main Easement - Variable Width

Commencing at the East 1/4 corner of Section 5, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N01° 19' 40" W
403.29 feet along the east line of said section; thence S87° 12' 50" W 89.46 feet; thence N05° 30' 40" W 79.66 feet along the westerly
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curve to the right with a delta of 29° 39' 40" and a chord which bears N78° 07' 52" W 224.22 feet; thence N63° 18' 02" W 15.53 feet; thence
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PUBLIC SERVICES DEPARTMENT
CITY OF ANN ARBOR
GOLFVIEW WATER MAIN EASEMENT

DR. BY	JFK	CHK BY	AMW	DRAWING NO.	20000061-UM2
SCALE	1"=100'	DATE	3-16-04		
INCH	0		1	SHEET NO.	3 OF 3

658-D 6997-7
ACS-5636150-2-0025
Lawrence Keatenbaum, Washtenaw

