

AMENDED SEWER EASEMENT AGREEMENT

This Amended Sewer Easement Agreement (the “Agreement”) is entered into effective _____, 2024 (the “**Effective Date**”), by and between **Chin Investments One L.L.C. d/b/a Sunnyside Park**, of 2436 NW Westover Rd #301, Portland, Oregon 97210 (“**Grantor**”), and the **City of Ann Arbor**, a municipal corporation, 301 E. Huron St., Ann Arbor, Michigan 48104 (the “**City**”) (together, the “**Parties**”).

BACKGROUND:

A. Grantor is the owner of real property in the City of Ann Arbor, County of Washtenaw, and State of Michigan, commonly known as 2740 Packard Road, Ann Arbor, MI 48108, legally described as set forth in the attached and incorporated *Exhibit A*, Tax Parcel No. 09-12-10-201-005 (“**Grantor Parcel**”).

B. Grantor Parcel is the site of a mobile home park as that term is defined in Section 2(j) of the Mobile Home Commission Act (the “Act”), Act 96 of 1987, MCL 125.2302(j).

C. The Indenture dated August 23, 1958 and recorded on October 14, 1958 at Liber 844, Page 456, Washtenaw County Records grants the City a construction right-of-way 40 feet on each side of the described centerline for construction of sanitary sewers and a permanent right-of-way 10 feet on each side of said line for maintenance and repair of sanitary sewers on the Grantor Parcel (“Sewer Easement”).

D. Pursuant to its terms, the City constructed a 36-inch sanitary sewer trunkline which currently exists in the Sewer Easement.

E. Five mobile home sites on the Grantor Parcel are located partly within the Sewer Easement specifically Lots A31, A30, A29, B15, and B16 (the “Easement Lots”). See Drawing attached as *Exhibit B*.

F. A dispute has arisen regarding the Parties’ respective rights and obligations under the Sewer Easement, and the Parties desire to amend the Sewer Easement to set out the terms on which mobile homes will be allowed to be located in the Easement Lots.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Ratification of Sewer Easement. The Parties agree that the Sewer Easement is and shall continue to be valid and binding on the terms contained therein except as modified in this Agreement.

2. Locating Mobile Homes in the Easement Lots. Subject to the terms of this Agreement, Grantor may continue to locate mobile homes in the Easement Lots including the mobile homes currently located in Easement Lots A31, A30, A29 and B15, and a mobile home to be located in Lot B16.

3. Mobile Home Foundations. Mobile homes located in the Easement Lots, currently or in the future, will be affixed or secured to the ground on concrete runners or pads that extend no deeper than eighteen (18) inches below grade. Runners or pads may not be replaced, extended, enlarged, or modified except with City review and approval. Mobile homes will not be affixed or secured to the ground using piers or other structures extending deeper than eighteen (18) inches below grade except with City review and approval of such piers or structures.

4. Permits, Inspections and Approvals. The locating of mobile homes in the Easement Lots must comply with the Act including standards prescribed in Section 7, MCL 125.2307, for local government permitting and regulation, and applicable laws, codes, regulations, and manufacturer requirements, and shall be subject to applicable City permitting requirements, inspection, and approval. The City will issue permits for such location and occupancy in the normal course for permitting mobile homes and will not withhold permits based on a mobile home already being located or proposed to be located in the Sewer Easement.

5. No Other Permanent Structures Allowed. Except mobile homes located in compliance with this Agreement, no other permanent structures are allowed or may be located, constructed, or placed in the Sewer Easement, including without limitation, driveways, slabs, sheds, patios, or other structures having or requiring a foundation or footings which extend below grade by twelve (12) or more inches, unless approved by the City.

6. Assumption of Risk. Grantor hereby assumes all risk of loss, damage, or injury to persons or real or personal property, including injury to Grantor's tenants residing in mobile homes located in Easement Lots, occasioned by negligence or otherwise, and arising out of or in any way relating to this Agreement or from a mobile home encroaching on the Sewer Easement or being installed, located, used or occupied in the Sewer Easement or in an Easement Lot.

7. Indemnification. Grantor agrees to indemnify the City, its elected and appointed officials, employees, and agents from and against all losses, injuries, damages, costs, expenses, claims, demands, payments, suits, actions, obligations, penalties, recoveries and judgments of every nature and description brought or recoverable against it or them by Grantor's tenants residing in a mobile home located in an Easement Lot relating to or arising from the sewer line including, but not limited to, damage caused by a break in the line or repairs to the line.

8. Right of Access and Use. If the City's use of or access to the Sewer Easement reasonably requires that a mobile home, structure, or improvement, including foundations, runners

or pads, located in the Sewer Easement or in an Easement Lot, be moved, removed or relocated, the City shall provide 30 days prior written notice describing the work to be performed and the need for such movement, removal, or relocation. Notice is not required for work by the City in response to an emergency including a sewer line leak, collapse, failure, or imminent threat thereof. Grantor shall be responsible for moving, removing, or relocating a mobile home, structure, or improvement, including all associated costs, as reasonably required by the City for its use of and access to the Sewer Easement, including in the event of an emergency. Such costs shall include, but not be limited to, physical movement of mobile homes including additions and attachments away from the work area, disconnection and reconnection of utilities, restoration of foundation including runners or pads, and relocation and reattachment of the home after work is complete.

9. Covenants Running with the Land. This Agreement shall run with the land and shall be binding on each subsequent owner of the Grantor Parcel and the City and shall continue in full force and effect in perpetuity.

10. Modifications in Writing. No agreement shall be effective to add to, change, modify or waive or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by the owner of the Grantor Parcel and the City.

11. Entire Agreement. This Agreement contains the entire agreement between the Parties and there are no other terms, expressed or implied.

12. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

13. Successors. This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

[Signatures on next page]

**CHIN INVESTMENTS ONE L.L.C. D/B/A
SUNNYSIDE PARK**

John Alden Chin Revocable Living Trust U/A/D
10/11/1989, as Amended, Member of Chin Investments
One L.L.C.
By: John Alden Chin, Trustee of John Alden Chin
Revocable Living Trust U/A/D 10/11/1989, as amended

STATE OF OREGON, COUNTY OF MULTNOMAH

The foregoing document was acknowledged before me on _____, 2024, by
John Alden Chin, Trustee of John Alden Chin Revocable Living Trust U/A/D 10/11/1989, as
amended

_____, Notary Public
Multnomah County, Oregon
Acting in Multnomah County
My commission expires: _____

CITY OF ANN ARBOR

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing document was acknowledged before me on _____, 2024, by
Christopher Taylor, Mayor and Jacqueline Beaudry, City Clerk

_____, Notary Public
_____ County, Michigan
Acting in _____ County
My commission expires: _____

This document prepared by and when recorded return to:

W. Daniel Troyka (P65155)
Conlin, McKenney & Philbrick, P.C.
Ann Arbor, Michigan 48104-2131
(734) 761-9000

Recording Fee: \$30.00

Exhibit A

Legal Description

Part of the Northwest 1/4 of Section 10, T3S, R6E, City of Ann Arbor, Washtenaw County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section 10; thence due West 647.15 feet and S 01° 29' 00" W 60.02 feet to the point of beginning; thence continuing S 01° 29' 00" W 763.48 feet to the center line of the Pittsfield-Ann Arbor Drain; thence along centerline of said Drain S 37° 13' 00" W 333.00 feet and S 53° 00' 16" W 27.75 feet; thence N 01° 48' 30" E 1045.63 feet to the south line of Packard Road (60 feet south of the North line of said Section 10); thence along the South line of Packard Road due East 210.34 feet to the point of beginning.

2740 Packard Road, Ann Arbor, MI 48108

Tax Parcel No. 09-12-10-201-005

Exhibit B

