

*Description D.K.
5/22/53
Geo. H. Sandubaryk*

*Form OK
6-8-53
Raid*

RIGHT OF WAY FOR STORM AND SANITARY SEWERS

THIS INDENTURE, Made this 22 day of May, 1953, between NIELSEN'S FLOWER SHOP & GREENHOUSES, INC., a Michigan corporation, of the City of Ann Arbor, Washtenaw County, Michigan, party of the first part, and the CITY OF ANN ARBOR, a Michigan municipal corporation, party of the second part;

WITNESSETH, That the said first party, for and in consideration of the agreements herein contained and the sum of One Dollar to it in hand paid by the said second party, the receipt whereof is hereby confessed, does by these presents grant and convey unto said second part, its successors and assigns, FOREVER, a right of way for the construction and maintenance of sanitary and storm sewers over a strip of land sixty feet wide, lying thirty feet on each side of the following described line:

Said line runs the full width of Lot 25 and the westerly 12.5 feet of Lot 24, and is 502.5 feet northeasterly from and parallel with the northerly line of Maiden Lane.

Also the southerly 472.5 feet of the westerly 12.5 feet of Lot 24, and the southerly 472.5 feet of the easterly 22.5 feet of Lot 25, all being part of Assessor's Plat Number 32, Ann Arbor, Michigan;

and therein and thereon, on, along and over such course as said second party shall or may elect, to construct and maintain a sanitary sewer as a part of its sanitary sewer system, and a storm sewer as a part of its storm sewer system, making thereon all needful excavations therefor, and at all times thereafter to have the right and authority to enter in, upon and unto said land aforesaid and to keep and maintain the said sanitary sewer and storm sewer in good order and repair, rebuilding and constructing the same if necessary, using in said constructing or repairs, all needful tools, implements, teams and material therefor.

IT IS FURTHER AGREED, That in the construction or repair of said sanitary sewer and storm sewer, the said second part, its officers, agents and workmen, as well as the contractor and his

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employees, shall and will do as little damage to the said lands and premises as possible, and after such construction and repair shall and will leave the said lands and premises in like condition as the same was when any such construction or repair shall have commenced, including replacement of top soil, except that the consideration to the party of the first part from the City, being the second party, shall be full compensation for the removal or damage to any trees or shrubs, made necessary by the construction of the sewers for which this right of way is granted.

The party of the second part agrees, as a part of the consideration for the granting of this right of way, that the lands and premises of the party of the first part through which said sanitary sewer shall be constructed, and the lands of the party of the first part abutting on the north side of Maiden Lane and not assessed in Sanitary Sewer District No. 156, shall not be assessed for any of the cost of said sanitary sewer until the said party of the first part and its successors in title tap into and connect to said sanitary sewer line.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals, the said second party by the President of its Board of Public Works, and its City Clerk, the day and year first above written.

NIELSEN'S FLOWER SHOP & GREENHOUSES, INC.

Sealed and Delivered
in Presence of:

Betty Jane Wanty
Betty Jane Wanty
Lauren J. Jodelle
Lauren J. Jodelle

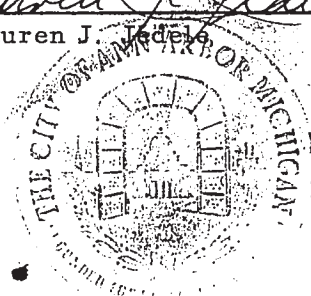
BY *Fred J. Nielsen*
Fred J. Nielsen, President

BY *Bent F. Nielsen*
Bent F. Nielsen, Secretary

CITY OF ANN ARBOR

BY *Carl E. Rehberg*
Carl E. Rehberg,
President, Board of Public Works

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



STATE OF MICHIGAN)

COUNTY OF WASHTENAW)

SS.

LIBER

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On this 22 day of May, 1953, before me, a notary public in and for said county, personally came Fred J. Nielsen, President, and Bent F. Nielsen, Secretary of Nielsen's Flower Shop & Greenhouses, Inc., a Michigan corporation, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same to be their free act and deed, and the free act and deed of the said corporation.

Clara M. Mast

Clara M. Mast

Notary Public, Washtenaw Co., Michigan

My commission expires: May 6, 1956

RECEIVED
FOR RECORD
JUN 30 3 07 PM '53
THOMAS A. FITZGERALD
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.