

City of Ann Arbor Contract No. XXXX
Structure No. 11065
DOT Crossing Inventory No. 947858M
Railroad Mile Post 36.76

THIS AGREEMENT, entered into this date of _____, by and between the CITY OF ANN ARBOR, hereinafter referred to as the CITY, the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, the NATIONAL RAILROAD PASSENGER CORPORATION, a corporation admitted to do business under the laws of the State of Michigan, hereinafter referred to as AMTRAK, for the purposes of fixing the terms of the construction and maintenance of the East Medical Center Drive structure overpass, hereinafter referred to as STR NO. 11065 in the City of Ann Arbor, Washtenaw County, Michigan.

WITNESSETH:

WHEREAS, AMTRAK, pursuant to the Dispatch, Maintenance, Management and Service Outcomes Agreement (“DMMSOA”), is responsible for passenger operations, maintenance, and permitting of the tracks that operate under STR NO. 11065, is an affected railroad and consequently is a party to this AGREEMENT; and

WHEREAS, The CITY and AMTRAK previously entered into a Construction Phase Agreement dated March 12, 2024, hereinafter referred to as the CONSTRUCTION AGREEMENT, with respect to STR NO. 11065 over railroad property owned by the DEPARTMENT; and

WHEREAS, the CITY awarded the CONTRACT for the rehabilitation and widening of STR NO. 11065 carrying East Medical Center Drive traffic over the DEPARTMENT owned railroad right-of-way at railroad mile post 36.76 in the City of Ann Arbor, Washtenaw County, Michigan, including drainage facilities where required, and temporary and incidental works made necessary, in accordance with the terms and conditions of this AGREEMENT, hereinafter referred to as the PROJECT; and

WHEREAS, this AGREEMENT satisfies the requirements of Michigan Compiled Law 462.319.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties hereto, it is hereby agreed:

1. The CITY will construct the PROJECT in accordance with the CONSTRUCTION AGREEMENT, the CONTRACT and plans set forth in Exhibits A and B, attached hereto and made part hereof, the standard specifications of the CITY, and the Special Provisions and Coordination Clauses. For the purposes of the construction work, the CITY and its contractor(s) will have right-of-entry after a separate AMTRAK right-of-entry permit to be executed; provided that, immediately upon completion of the PROJECT, the railroad property will be restored by the CITY or its contractor(s) at its sole cost and expense to a condition deemed suitable by AMTRAK’s Deputy Division Engineer or their designee for railroad purposes.

2. The general plans for the PROJECT are shown in Exhibits A and B, as described below:

Exhibit A - General Plan of Site (Sheet 64, 1 sheet, showing present topography adjacent to and including the tracks of DEPARTMENT, location of Structure No. 11065, proposed profile on the centerline of East Medical Center Drive, and right-of-way of the DEPARTMENT's railroad corridor.

Exhibit B - General Plan of Structure (Sheets 69-71, 3 sheets), showing the general plan, elevation, Structure No. 11065 cross section, and AMTRAK's clearances and cover requirements.

3. The CITY hereby adopts the plan and profile fixing the horizontal and vertical alignment of the proposed STR No. 11065, as set forth in Exhibits A and B.

4. The CITY will advertise its portion of the construction of the PROJECT in accordance with its regulations, considering bids only from contractors qualified by it for such work, will award the contracts for such work, and will exercise complete supervision and control over the construction.

5. The CITY will require its contractor(s) to comply with the standard specifications of the CITY, and the Special Provisions and Coordination Clauses and to bear all costs of protecting railroad traffic made necessary or occasioned by the PROJECT, as set forth in said Special Provisions and Coordination Clause.

6. The CITY will undertake, and perform through contractors, the PROJECT, except for the work to be performed by AMTRAK as set forth in Section 7.

7. AMTRAK will, at contractor or CITY expense, in accordance with Sections 4 and 5 above, using either their own forces and equipment or a subcontractor, perform the work listed below. Consent to sublet by AMTRAK any portion of the PROJECT work will not be construed to relieve the CITY of any responsibility or obligation under or for the fulfillment of this AGREEMENT.

AMTRAK will furnish all materials, labor, and equipment to perform the following items:

A. AMTRAK reviewed design plans for construction activities on the DEPARTMENT's property under the terms of Permit to Enter, D-697/MDOT 20-40, between DLZ and AMTRAK, effective September 28, 2023. AMTRAK requires prepayment by DLZ for design review services and will invoice DLZ for the costs of design review services rendered, which costs will be applied to the prepayment amount.

B. AMTRAK reviewed construction activities on the DEPARTMENT's property under the terms of Permit to Enter, MDOT 24-01-CA Hull-AM-36.76, between C.A. Hull Co., Inc. and AMTRAK, effective April 30, 2024, and a Construction Phase Agreement between the CITY and AMTRAK, effective March 12, 2024.

8. Any work necessitated by the PROJECT but not specifically provided for in this AGREEMENT that involves temporary or permanent changes to any facilities of the DEPARTMENT will be performed, at PROJECT expense, by one of the parties hereto as may be mutually agreed upon from time to time during the progress of the work and in conformity with the federal rules and regulations then in effect. AMTRAK will be permitted to work outside its regular working hours, at premium rates, to perform any such authorized force account work when such working hours have been approved by the CITY's engineer, provided the arrangement for such work is required to maintain construction schedules and is in the public interest.

9. All work performed or caused to be performed and materials and equipment furnished or caused to be furnished by AMTRAK pursuant to this AGREEMENT, with the exception of daily flagging services, as described in Section 7 above, will be performed on a force account basis, billed by AMTRAK, and reimbursed by the CITY, as provided in the Federal-Aid Policy Guide (FAPG), Part 140, Subpart I, dated December 9, 1991, and amendments thereto, incorporated herein by reference. The CITY will pay from PROJECT funds such amounts as are approved for payment in accordance with federal regulations. During the course of the PROJECT, changes, extra work, and/or adjustments to the PROJECT may become necessary and may be requested by either party. If acceptable to the CITY, the CITY will prepare a written request to modify the PROJECT and authorize AMTRAK to perform the modified work. The CITY will receive consent from AMTRAK to accomplish the modified work in conformance with the requirements of this AGREEMENT. The DEPARTMENT will be offered the opportunity to review, approve, and sign the document indicating the modifications to be performed by AMTRAK prior to work beginning.

10. The CITY will require its contractor(s) to take out a Railroad Protective Liability Insurance Policy in the names of the DEPARTMENT, the State of Michigan, the Michigan State Transportation Commission, and AMTRAK before work is commenced and to keep it in effect until work is completed and accepted, in accordance with the FAPG, Part 646, Subpart A, dated December 9, 1991, and amendments thereto.

The policy will have limits of liability in the amount of Ten Million Dollars (\$10,000,000.00) combined single limit per occurrence for bodily injury, death, and property damage with an aggregate limit of Ten Million Dollars (\$10,000,000.00) applying separately to each annual period. The policy of insurance specified in this section will be with a company authorized to do business in the State of Michigan.

11. This AGREEMENT grants a long-term occupancy for transportation purposes from the DEPARTMENT to the CITY for the PROJECT, as set forth in Exhibits A and B and Exhibit C, attached hereto and made part hereof, as described below.

Exhibit C – Transverse Transportation and Drainage Occupancy (2 sheets), showing the PROJECT area, the DEPARTMENT's right-of-way, and proposed transverse occupancy permit area for STR NO. 11065 to carry East Medical Center Drive traffic and drainage.

12. In the event of a sale, abandonment, or other disposition of the property that the PROJECT occupies, the DEPARTMENT agrees to grant to the CITY an easement for the property

occupied by the PROJECT as shown in Exhibit C. In no way should the easement infringe on any other permitted facilities in and around the CITY's facility. The cost of the easement will be based on then-current fair-market value, which will be determined solely by the DEPARTMENT prior to the execution of any document of conveyance of the DEPARTMENT's property.

13. Nothing in this AGREEMENT will be construed to grant any rights whatsoever to any public or private utilities, except such consent as is specifically given herein, nor to impair any existing rights granted in accordance with the constitution or laws of the State of Michigan.

14. The CITY or its contractor(s) will, at its own expense, acquire the necessary right-of-way, except that now owned by the DEPARTMENT, and will assume payment of all abuttal damages, if any, to property, business, or persons, other than to the property of the DEPARTMENT, arising in any manner from the PROJECT.

15. Nothing in this AGREEMENT will be construed to render the DEPARTMENT, and AMTRAK liable for acts of negligence of the CITY, the CITY's contractor, or any of their employees, agents, contractors, or subcontractors.

16. It is expressly understood that the DEPARTMENT and AMTRAK will not have vehicular access to the PROJECT site from the abutting property except using other public highways and existing railroad access roads.

17. This PROJECT is for the rehabilitation and widening of the existing STR NO. 11065 only and does not eliminate an at-grade crossing of the railroad. Therefore, the PROJECT will not result in ascertainable benefits to the DEPARTMENT, AMTRAK and consequently the DEPARTMENT, and AMTRAK will not have any liability and/or cost relating to the PROJECT.

18. If at any time, without fault of the parties, the PROJECT work to be undertaken by the CITY should cease and not be resumed within sixty (60) days or any extended period as is mutually agreed upon, the parties, if not then agreed, will agree upon and will perform any work as is reasonably necessary to place the right-of-way, tracks, and other facilities of the DEPARTMENT's railroad corridor in a satisfactory, permanent operating condition, and the CITY will assume and pay the cost thereof; provided that the aforesaid sixty (60) day limitation will not apply to the temporary suspension of work under order of any governmental agency or court, in which event the work will be resumed and completed as soon as possible in accordance with the terms of this AGREEMENT.

19. In the event delays or difficulties occur before the commencement of physical operations hereunder that, in the opinion of the CITY, render it impracticable to proceed with the construction of the PROJECT, the CITY may provide written notice to the DEPARTMENT, and this AGREEMENT will thereupon terminate forthwith, provided, however, that AMTRAK will be reimbursed for costs and expenses incurred for any authorized force account work performed pursuant to Section 7 of this AGREEMENT.

20. The CITY, at its sole cost and expense, will maintain, repair, and/or replace, or cause the same to be done, any of the work that was constructed as part of the PROJECT, at the DEPARTMENT's sole discretion. In addition, the CITY, at its sole cost and expense, will repair or

replace, or cause to be repaired or replaced, any portion of the tracks, ties, ballast, and other facilities of the DEPARTMENT's property that may be damaged or destroyed as a result of this PROJECT, at the DEPARTMENT's sole discretion.

21. If at any time in the future, the PROJECT work is absolutely discontinued and abandoned, or if, for any other reason, no further need exists, the CITY will remove the PROJECT work and restore the PROJECT site to its original condition at its sole cost and expense. Until all the PROJECT work is removed, it will be maintained in accordance with the terms of this AGREEMENT.

22. Any approvals, reviews, and/or inspections of any nature by the DEPARTMENT will not be construed as warranties or assumptions of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental function incidental to this AGREEMENT.

Any such approvals, reviews, and/or inspections by the DEPARTMENT will not relieve the CITY of its obligations hereunder, nor are such approvals, reviews and/or inspections by the DEPARTMENT to be construed as warranties as to the propriety of the CITY's performance but are undertaken for the sole use and information of the DEPARTMENT.

23. It is specifically understood and agreed that this AGREEMENT will become and be binding on the parties hereto, their successors and assigns, in full force and effect upon signing thereof by duly authorized representatives of the parties hereto.

24. The CITY agrees that the DEPARTMENT, and AMTRAK have no responsibility and no liability whatsoever associated with or for this AGREEMENT, project construction, project costs or future maintenance responsibilities and is consenting to the AGREEMENT as affected parties as forth in the Railroad Code. Notwithstanding anything to the contrary herein, nothing in this AGREEMENT will modify, add to, diminish, or eliminate the rights, responsibilities, remedies, liabilities, duties, or benefits set forth in the terms and conditions of any agreement between AMTRAK and DEPARTMENT, between AMTRAK and CITY including but not limited to the Construction Agreement; between DEPARTMENT and any other party; or between AMTRAK and any other party (collectively, "Other Agreements"). In the event of any dispute or conflict between the terms and conditions of such Other Agreements, and the terms and conditions of this AGREEMENT, then the terms and conditions of such Other Agreement will govern and control the resolution of such dispute or conflict. For the avoidance of doubt, in the event any approval or consent is required pursuant to any such Other Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their proper and duly authorized representatives.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Title: _____

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____

Department Director

CITY OF ANN ARBOR

By: _____

Christopher Taylor, Mayor

By: _____

Jacqueline Beaudry, City Clerk

Approved as to substance

By: _____

Milton Dohoney, Jr., City Administrator

By: _____

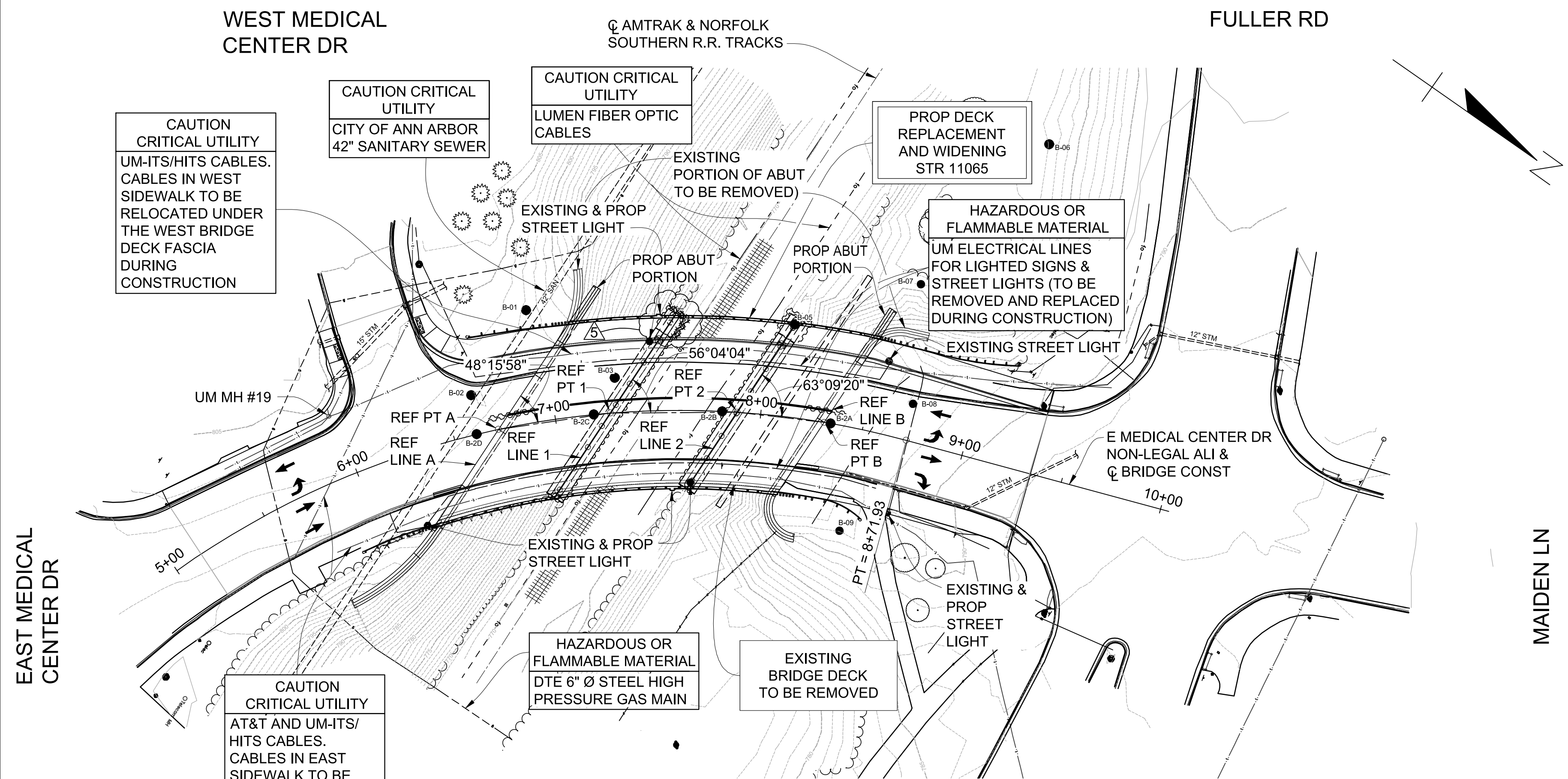
Jordan Roberts, Public Service Area Administrator

Approved as to form

By: _____

Atleen Kaur, City Attorney

Exhibit A
General Plan of Site



SITUATION PLAN

SURVEY CONTROL AND BENCH MARKS

SEE SURVEY INFORMATION SHEET FOR SURVEY CONTROL AND BENCHMARKS

UTILITIES

SEE ROAD PLANS AND PROJECT INFORMATION AND NOTE SHEET FOR ADDITIONAL UTILITY INFORMATION

COORDINATES

REF PT	NORTH	EAST	ELEV
A	286,963.50	13,295,113.75	801.54
1	287,003.70	13,295,076.30	799.47
2	287,054.16	13,295,040.91	795.96
B	287,091.74	13,295,020.96	793.32

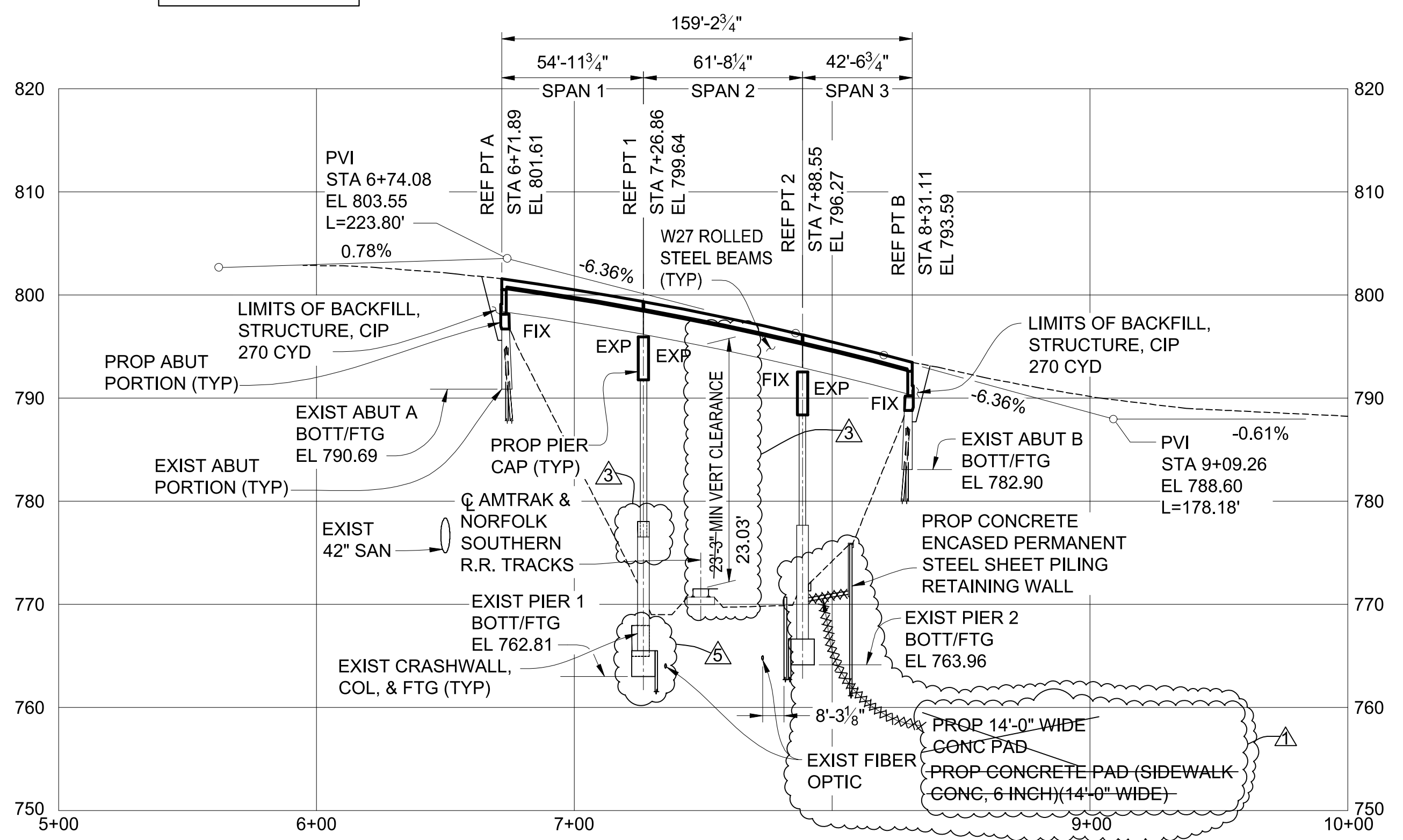
COORDINATES PROVIDED ARE TO ESTABLISH THE GEOGRAPHIC LOCATION OF THE STRUCTURE. HOWEVER SHALL NOT TAKE PRECEDENCE OVER STRUCTURAL DIMENSIONS.

EXISTING STRUCTURE

THE EXISTING STRUCTURE IS A THREE SPAN STEEL MULTI-STRINGER STRUCTURE WITH A CLEAR ROADWAY WIDTH OF 47'-0", AN OUT-TO-OUT WIDTH OF 70'-11 1/4", AND AN OVERALL LENGTH OF 130'-2 1/2". THE STRUCTURE WAS ORIGINALLY BUILT IN 1982 AND DESIGNED FOR HS25 LOADING.

EAST MEDICAL CENTER DRIVE CURVE DATA

Δ = 71°58'59" (RT)
 D = 44°46'59.86"
 T = 306.51'
 L = 530.18'
 R = 422.00'
 E = 99.565'
 PC = 3+41.75 N = 286,848.74 E = 13,295,414.37
 PI = 6+06.84 N = 286,840.62 E = 13,295,107.97
 PT = 8+71.93 N = 287,129.46 E = 13,295,005.49
 EXIST SUPER = 3%
 PROP SUPER = 3%



PROFILE ALONG BRIDGE CENTERLINE

NOTES:

THE WORK COVERED BY THESE PLANS INCLUDES REMOVAL OF THE EXISTING BRIDGE DECK, REMOVAL AND SALVAGING OF THE EXISTING BEAMS, REMOVAL OF PORTIONS OF THE SUBSTRUCTURE UNITS, CONSTRUCTION OF THE PROPOSED WIDENED BRIDGE AND PLACING SLOPE PROTECTION TO THE LIMITS SHOWN.

LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK AND CONDUCT OPERATIONS IN SUCH A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.

MAINTAIN EAST MEDICAL CENTER DRIVE TRAFFIC OVER THE BRIDGE BY PART-WIDTH CONSTRUCTION.

PLAN ELEVATIONS REFER TO NAVD88 DATUM.

THE TRAIN MOVEMENT AND SPEED INFORMATION SHOWN IN THE PROPOSAL DOES NOT REPRESENT A COMMITMENT BY AMTRAK AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

IMPLEMENT MEASURES TO PREVENT DEBRIS FROM FALLING FROM THE STRUCTURE. ALL MEASURES IMPLEMENTED BY THE CONTRACTOR MUST BE EFFECTIVE. THE CONTRACTOR SHALL IMMEDIATELY REMOVE ANY DEBRIS THAT FALLS WITHIN 15 FEET OF THE RAILROAD TRACKS. REMOVAL AND DISPOSAL OF ALL DEBRIS OFF-SITE SHALL NOT BE PAID FOR SEPARATELY, BUT IS INCLUDED IN OTHER ITEMS OF WORK.

DLZ				
ADDENDUM #5	08-05-24	CLH	DAF	
ADDENDUM #3	04-12-24	CLH	SB	
ADDENDUM #1	10-30-23	DAF	CLH	
ORIGINAL ISSUE	10-6-23	DAF	CLH	
REV. NO.	DESCRIPTION	DATE	DR. BY	CH. BY

PROJECT MANAGEMENT - PUBLIC SERVICES - CITY OF ANN ARBOR

EAST MEDICAL CENTER DRIVE

GENERAL PLAN OF SITE

SCALE
HOR. 1"=40'-0"
VER. 1"=4'-0"

DRAWING NO.
2021-008-BR1

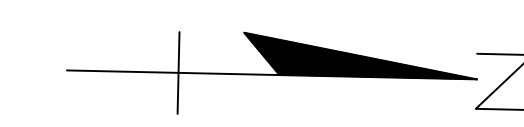
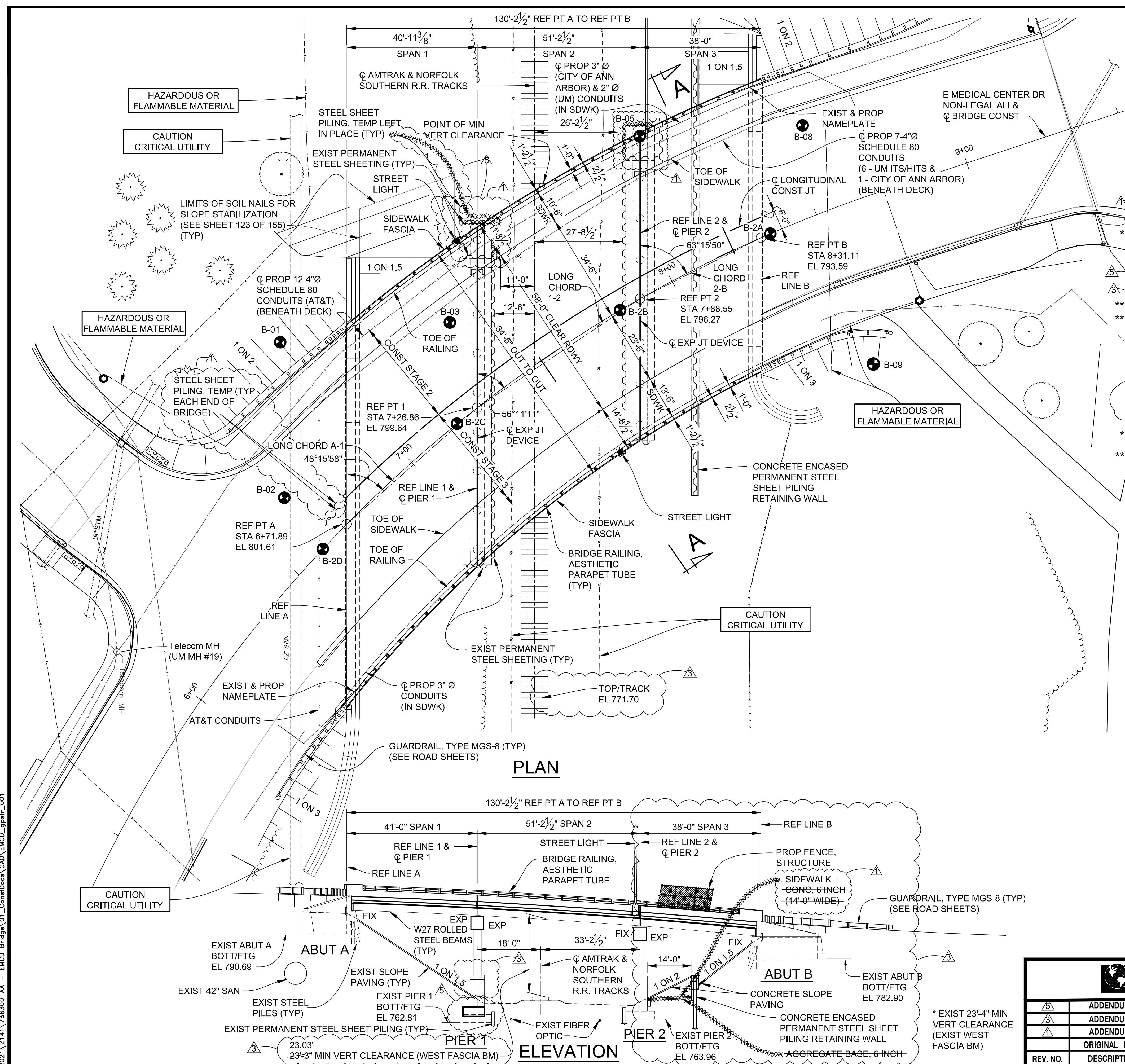
SHEET NO. **64** OF **155**

APPROVED BY
CARRIE L. HAMEL, P.E. MICHIGAN NO. 6201056734

3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
800-482-7171
(TOLL FREE)

X:\Projects\2021\2141\736500_AA - EMCD Bridge\01_Constr\Draws\CAD\EMCD_site_001

Exhibit B
General Plan of Structure



ESTIMATED QUANTITIES THIS SHEET

DESCRIPTION	UNITS	CATG 0001	CATG 0002	CATG 0003	TOTAL
Relocation and Site Cleanup	Dlr			15,000	15,000
Structures, Rem Portions (STR 11065)	LSUM	0.9	0.1		1
Backfill, Structure, CIP	Cyd	510,500	500	340	1,340,1,350
Excavation, Fdn	Cyd	510,500	500	400	1,400,1,410
Dewatering System, Excavation	Ea		2		2
Steel Sheet Piling, Temp	Sft	360			360
Steel Sheet Piling, Temp, Left in Place	Sft		520	430	430-520
False Decking	Sft	20,230			20,230
Railroad Inspection and Flagging	Dlr	180,000	20,000		200,000
Slope Paving Header	Ft		40	197-87	-127-237
Slope Paving, Conc	Syd		20	180-30	-50-200
Structure Survey During Construction (STR 11065)	LSUM	1			1
Conduit, Schedule 80, 4 inch, Structure	Ft	2,940			2,940
Conduit, Schedule 40, 2 inch	Ft		160		160
Conduit, Schedule 40, 3 inch	Ft			330	330

** INCLUDES REMOVAL OF EXISTING RAILINGS, SIDEWALKS, DECK, PIER CAPS, PORTIONS OF CRASHWALLS AND ABUTMENTS, PORTIONS OF SLOPE PAVING BEHIND PIERS 2, AND THE EXIST 10'-0" WIDE CONCRETE PAD BEHIND PIER 2, AND THE REMOVAL OF PORTIONS OF THE EXISTING STEEL SHEETING AROUND THE PIERS.

*** FOR DEWATERING OF PERMANENT STEEL SHEET PILING ENCLOSURES FOR PROPOSED PIER WIDENING.

**** CATG 0002 QUANTITY IS FOR WIDENED PORTIONS OF SLOPE PAVING ON WEST SIDE OF BRIDGE. CATG 0003 QUANTITY IS FOR REPAIRS TO SLOPE PAVING BEHIND PIER 2 AFTER CONSTRUCTION OF CONCRETE ENCASED STEEL SHEET PILING RETAINING WALL.

NOTES:

THE RECONSTRUCTION DESIGN OF THE SUPERSTRUCTURE, PIER CAPS, AND WIDENED SUBSTRUCTURE UNITS IS BASED ON 1.2 TIMES THE CURRENT AASHTO LRFD BRIDGE DESIGN SPECIFICATION HL-93 LOADING WITH THE EXCEPTION THAT THE DESIGN TANDEM PORTION OF THE HL-93 LOAD DEFINITION IS REPLACED BY A SINGLE 60 KIP AXLE LOAD BEFORE APPLICATION OF THIS 1.2 FACTOR. THE RESULTING LOAD IS DESIGNATED HL-93 MOD. LIVE LOAD PLUS IMPACT DEFLECTION DOES NOT EXCEED 1/1000 OF SPAN LENGTH. THE ORIGINAL STRUCTURE WAS DESIGNED FOR HS25 LOADING.

FOR DETAILS OF CONCRETE SLOPE PAVING PROTECTION, SEE MDOT STANDARD PLAN B-102-SERIES.

FALSE DECKING INCLUDES THE AREA BOUNDED BY REFERENCE LINES A & B AND OUTSIDE FLANGE FASCIA OF FASCIA BEAMS. THE ESTIMATED AREA IS 9237 SFT DURING REMOVAL AND 10,602 SFT DURING CONSTRUCTION.

INSTALL SHEET PILING USING EITHER AN IMPACT HAMMER OR A VARIABLE MOMENT DRIVER/EXTRACTOR OPERATED TO MINIMIZE VIBRATIONS. DO NOT USE VIBRATORY HAMMERS THAT ARE NOT VARIABLE MOMENT.

SHOES SHALL BE REQUIRED FOR PROP SHEET PILING DUE TO THE ANTICIPATED PRESENCE OF COBBLES/BOULDERS DURING DRIVING.

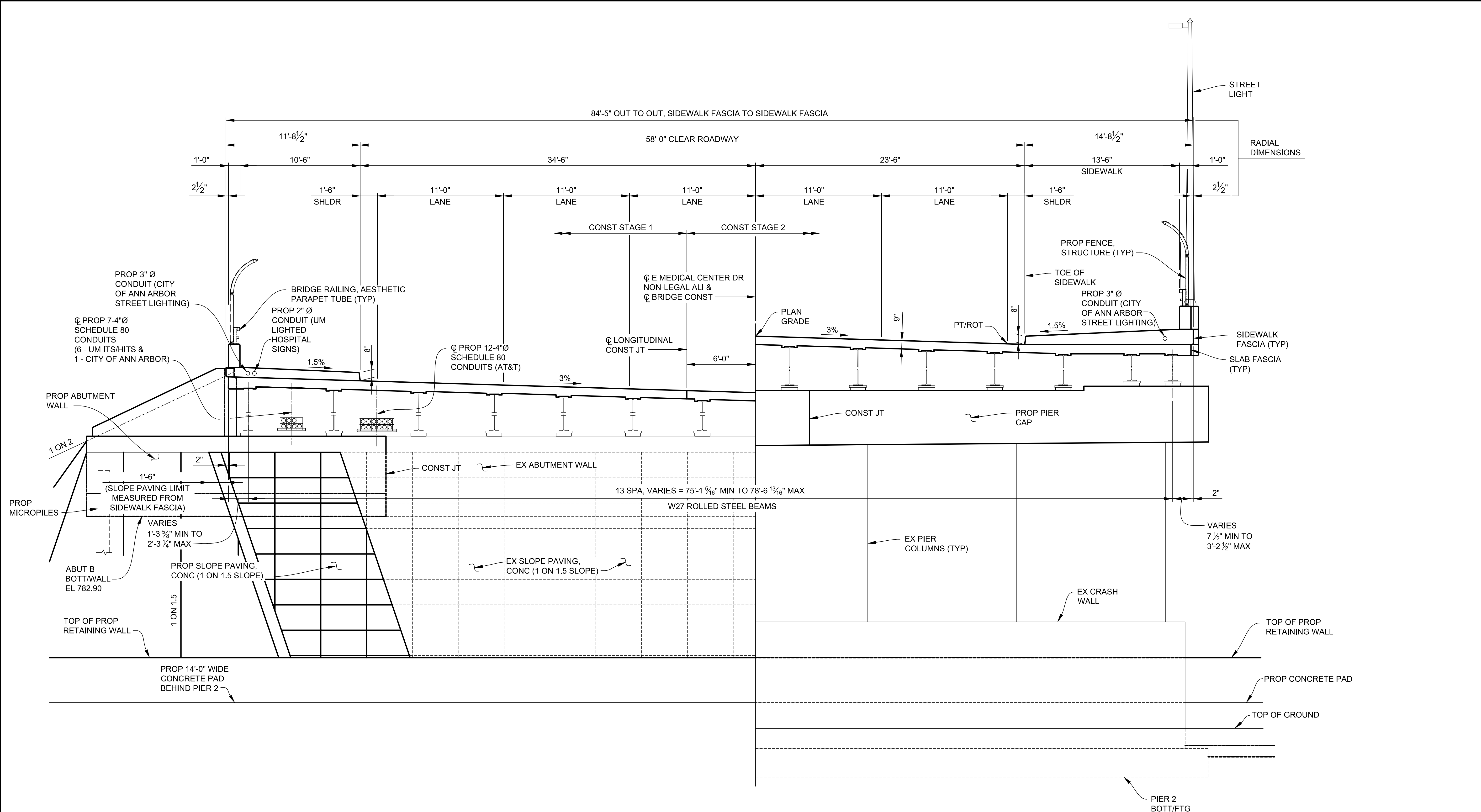
GROUNDWATER MAY BE PRESENT WITHIN THE PROPOSED STEEL SHEETING ENCLOSURES FOR THE PIER WIDENING. THE COST OF DEWATERING IS INCLUDED IN THE PAY ITEM "DEWATERING SYSTEM, EXCAVATION"

3 WORKING DAYS
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(TOLL FREE)

DLZ				
ADDENDUM #5	08-05-24	CLH	DAF	
ADDENDUM #3	04-12-24	CLH	SB	
ADDENDUM #1	10-30-23	DAF	CLH	
ORIGINAL ISSUE	10-6-23	DAF	CLH	
REV. NO.	DESCRIPTION	DATE	DR. BY	CH. BY

PROJECT MANAGEMENT - PUBLIC SERVICES - CITY OF ANN ARBOR	
EAST MEDICAL CENTER DRIVE	
GENERAL PLAN OF STRUCTURE	
SCALE HOR. 1/16"=1'-0"	INCH 0 1
DRAWING NO. 2021-008-BR6	
SHEET NO. <u>69</u> OF <u>155</u>	

15 2021\214\736300 AA - EMCD Bridge\01_ConstrDocs\CADD\EMCD_gprfr_001



SECTION A-A

3 WORKING DAYS
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CALL MISS DIG
800-482-7171
(TOLL FREE)

DLZ				
REV. NO.	DESCRIPTION	DATE	DR. BY	CH. BY
	ORIGINAL ISSUE	10-6-23	DAF	CLH

PROJECT MANAGEMENT - PUBLIC SERVICES - CITY OF ANN ARBOR	
EAST MEDICAL CENTER DRIVE	
GENERAL PLAN OF STRUCTURE	
SCALE HOR. 1/4"=1'-0"	INCH 0 1
DRAWING NO. 2021-008-BR7	
SHEET NO. <u>70</u> OF <u>155</u>	

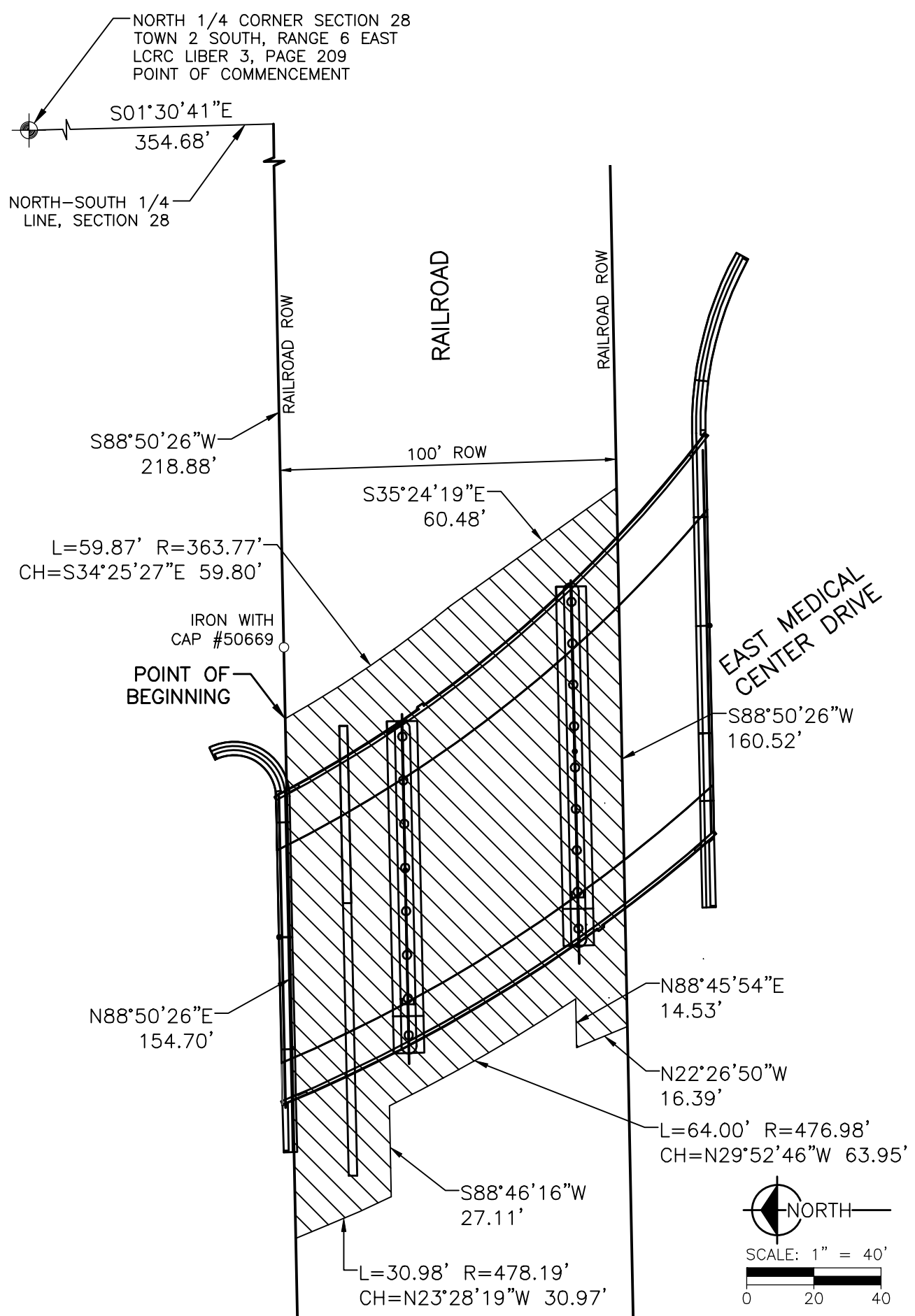
APPROVED BY: CARRIE L. HAMEL, P.E. MICHIGAN NO. 6201056734

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Exhibit C
Transverse Transportation and Drainage Occupancy

OCCUPANCY EXHIBIT

PART OF THE NORTHWEST 1/4 OF SECTION 28,
TOWN 2 SOUTH, RANGE 6 EAST,
CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN



LEGEND:

- = PROPERTY CORNER (FOUND)
- = PROPERTY CORNER (SET)
- ⊙ = QUARTER CORNER
- ⊙ = SECTION CORNER

FISHBECK
39500 MACKENZIE DRIVE
SUITE 100
NOVI, MI 48377
248.324.2090 PHONE

BASIS OF BEARING: MICHIGAN STATE PLANE, SOUTH ZONE, NAD 83, GPS DERIVED

	Occupancy Exhibit City of Ann Arbor, Washtenaw County, Michigan		PROJECT NO. 221935
	Part of Section 28, Town 2 South, Range 6 East		FIGURE NO. 1 of 2
		8/20/2024	

OCCUPANCY EXHIBIT

PART OF THE NORTHWEST 1/4 OF SECTION 28,
TOWN 2 SOUTH, RANGE 6 EAST,
CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN


DESCRIPTION OF OCCUPANCY AREA:

PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 SOUTH, RANGE 6 EAST, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 28; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 28 SOUTH 01°30'41" EAST 354.68 FEET TO A POINT ON THE NORTHERLY RAILROAD RIGHT-OF-WAY LINE OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION; THENCE ALONG SAID LINE SOUTH 88°50'26" WEST 218.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 59.87 FEET ALONG A 363.77 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING SOUTH 34°25'27" EAST 59.80 FEET; THENCE SOUTH 35°24'19" EAST 60.48 FEET TO THE SOUTHERLY RAILROAD RIGHT-OF-WAY LINE OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 88°50'26" WEST 160.52 FEET; THENCE NORTH 22°26'50" WEST 16.39 FEET; THENCE NORTH 88°45'54" EAST 14.53 FEET; THENCE NORTHWESTERLY 64.00 FEET ALONG A 476.98 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NORTH 29°52'46" WEST 63.95 FEET; THENCE SOUTH 88°46'16" WEST 27.11 FEET; THENCE NORTHWESTERLY 30.98 FEET ALONG A 478.19 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NORTH 23°28'19" WEST 30.97 FEET TO THE NORTHERLY RAILROAD RIGHT-OF-WAY LINE OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 88°50'26" EAST 154.70 FEET TO THE POINT OF BEGINNING. CONTAINS 0.34 ACRES, MORE OR LESS.

FISHBECK
39500 MACKENZIE DRIVE
SUITE 100
NOVI, MI 48377
248.324.2090 PHONE

BASIS OF BEARING: MICHIGAN STATE PLANE, SOUTH ZONE, NAD 83, GPS DERIVED

	Occupancy Exhibit City of Ann Arbor, Washtenaw County, Michigan <hr/> Part of Section 28, Town 2 South, Range 6 East	PROJECT NO.	221935
		FIGURE NO.	2 of 2
		8/20/2024	