

RIGHT-OF-WAY AGREEMENT

This Agreement, made this 8th day of January, 1974,²³⁸⁸⁰
between the Maple-Jackson Associates, a Michigan co-partnership, Woodward
Avenue, Pleasant Ridge, Michigan, hereinafter called First Party, and
the City of Ann Arbor, a Michigan municipal corporation, City Hall, 100
North Fifth Avenue, Ann Arbor, Michigan, hereinafter called Second Party.

WITNESSETH: That

1. First Party, in consideration of ONE DOLLAR (\$1.00) in hand paid, receipt of which is hereby confessed, and in consideration of the agreements herein contained, does by these presents grant and convey to Second Party, its successors and assigns, a permanent easement and right-of-way, along with the water mains presently in place, in and on the premises situated in the City of Ann Arbor, County of Washtenaw, and State of Michigan, more particularly described in Exhibit A attached hereto and made a part hereof.

2. Second Party shall have the right to locate part of its water system in and on said right-of-way and to use said right-of-way for access for construction of such part of its utility system as it shall install in and on said right-of-way, making all necessary excavations and using in said construction all necessary tools, equipment and materials.

3. Second Party may use all necessary tools, equipment, including motor vehicles, and materials on said right-of-way for maintenance of its water mains whether said mains are presently in place or constructed in the future. First Party shall have the right to pave the surface of the above described right-of-way, and to park motor vehicles, but shall not

This instrument drafted by:
John K. Van Loon
Assistant City Atty.
100 N. Fifth Ave.
Ann Arbor, Michigan

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construct any building thereon. Second Party shall properly restore or pay for the restoration of any paving, landscaping or other similar improvement which is removed or disturbed as a result of the maintenance, repair or construction activities of Second Party.

4. In the construction or repair of said public utility system the Second Party, its officers, agents, and workmen, as well as the contractor hired by the Second Party and the employees of said contractor, shall do as little damage to the said right-of-way premises as possible, and after such construction or any such repair, shall leave the same in like condition as it was when any such construction or repair shall have commenced.

5. First Party has caused the water mains conveyed herein to be constructed and agrees that Second Party accepts this conveyance only upon the following conditions:

(a) That Second Party assumes no liability for any claim, or any nature whatsoever, arising from the construction or maintenance of the mains or easements conveyed herein prior to the date hereof.

(b) First Party, their successors and assigns, waive any claim which may accrue, for any damages which may occur, after the date hereof, when said damage occurs to any structure located on the premises from which this conveyance is made, by water escaping from any water main conveyed herein, when said structure is located so that either the bottom of the main is less than two (2) feet above the footings of the structure or the structure is located within twenty (20) feet of the main.

(c) First Party agrees to hold Second Party 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 5 (b).

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

IN WITNESS THEREOF, 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.

SIGNED AND SEALED
IN THE PRESENCE OF:

Edwin L. Pear
Edwin L. Pear

John K. Van Loon
John K. Van Loon

Maple-Jackson Associates, a Michigan
co-partnership

BY Anthony V. Pieroni, attorney
*in fact of maple-jackson
associates*
ANTHONY V. PIERONI

CITY OF ANN ARBOR, a Michigan
municipal corporation,

Susan Lesinski
Susan Lesinski

Patricia Matthews
Patricia Matthews

BY James E. Stephenson
James E. Stephenson, Its Mayor

BY Jerome S. Weiss
Jerome S. Weiss, Its City Clerk

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STATE OF MICHIGAN)
) ss.
 COUNTY OF WASHTENAW)

On this 4th day of January, A.D. 1974, before me personally appeared Anthony V. Pieroni, attorney in fact, etc., First Party herein, to me known to be the person ~~(s)~~ described in and who executed the foregoing instrument and acknowledged that he ~~(they)~~ executed the same as his ~~(theirs)~~ free act and deed. On behalf of First Party .

My Commission Expires:

October 17, 1975

John K. Van Loon
 John K. Van Loon Notary Public
 Washtenaw County, Michigan

STATE OF MICHIGAN)
) ss
 COUNTY OF WASHTENAW)

On this 8th day of January, A.D. 1974, before me personally appeared James E. Stephenson, Mayor of the City of Ann Arbor and Jerome S. Weiss, City Clerk of the City of Ann Arbor, Second Party herein, to me known to be the persons described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed, on behalf of Second Party.

Patricia A. McKenzie (Mrs. Patricia A. Matthews)
 Patricia A. McKenzie (Mrs. Patricia
 A. Matthews) Notary Public
 Washtenaw County, Michigan
 My commission expires: November 8, 1977

ownship
Mortgage Co.

36

ATWELL HICKS

ESTABLISHED 1905
INCORPORATED 1950

SURVEYORS
CIVIL ENGINEERS
PLANNERS

110 NORTH FIRST STREET
ANN ARBOR, MICHIGAN 48108
313-663 4225

December 5, 1973

DESCRIPTION OF A 40 FOOT WIDE WATER MAIN EASEMENT IN THE MAPLE VILLAGE SHOPPING CENTER, SECTION 25, T2S, R5E, CITY OF ANN ARBOR, MICHIGAN FOR THE AUER MORTGAGE CO.

Exhibit A

A 40 foot wide easement, 20 feet on either side of the following described centerline: commencing at the NE corner of Section 25, T2S, R5E, City of Ann Arbor, Washtenaw County, Michigan; thence S 01°-38' E 1210.82 feet along the East line of said section and centerline of Maple Road; thence S 88°-22' W 45.00 feet for a PLACE OF BEGINNING; thence S 88°-45' W 344.50 feet; thence N 01°-01' W 711.54 feet; thence S 88°-58' W 343.16 feet; thence N 01°-43' W 254.66 feet; thence S 88°-40'-30" W 210.00 feet; thence S 77°-25'-30" W 116.77 feet to the West line of the Maple Village Shopping Center for a Place of Ending, being in the NE $\frac{1}{4}$ of said Section 25.

RECEIVED
FOR RECORD

JAN 9 3 41 PM '74

PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.