

GRANT OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That West Side United Methodist Church,
a Michigan ecclesiastical corporation

whose address is 900 South Seventh Street, Ann Arbor, Michigan 48103

hereinafter called Grantor, grants and conveys to the CITY OF ANN ARBOR, a Michigan municipal corporation,
whose address is 100 North Fifth Avenue, Ann Arbor, Michigan 48104, hereinafter called City, a permanent
easement for the construction and maintenance of water mains and appurtenances thereto, storm sewers, and
sanitary sewers, hereinafter referred to as a public utilities system, along with the public utilities system presently in
place, in, or over the following described premises, situated in the City of Ann Arbor, County of Washtenaw, and
State of Michigan, to-wit:

A 40 foot wide easement for the construction and maintenance of
water line the centerline of which is more particularly described
as follows:

Commencing at the NW Corner of Section 32, T2S, R6E, City of Ann
Arbor, Washtenaw County, Michigan; thence South 352.00 feet along
the west line of said Section 32; thence Easterly deflecting 90°44'
to the left 462.42 feet along a line parallel to the north line of
said Section 32; thence Southerly deflecting 90°46' to the right
163.93 feet for a PLACE OF BEGINNING; thence westerly deflecting
89°14' to the right 85.00 feet along a line parallel to the north
line of said Section 32 for a Place of Ending, being part of the NW
1/4 of said Section 32.

9-32-200-011

RECORDED
WASHTENAW COUNTY MI
Apr 7 1 01 PM '88
ROBERT H. HARRISON
COUNTY CLERK/REGISTER

for ONE (\$1.00) DOLLAR and other valuable consideration.

This grant is subject to the following terms and conditions:

1. The City shall have the right to locate part of its public utilities system in and on said easement and to use said easement for access for construction and maintenance of such part of its public utilities system as is presently in place or is constructed in the future. In said construction and maintenance, City may use all necessary materials and equipment, including motor vehicles, and make all necessary excavations on the above-described easement.

2. Grantor shall have the right to pave the surface of the above-described easement and to park motor vehicles, but shall not construct any building thereon, nor make any change in the grade of the surface within the easement without prior notification to and approval by the City. City 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 City.

3. The Grantor shall grant no further easements for other utilities in, on, or over the above-described easement without first obtaining approval therefor from the City, which approval will not be unreasonably withheld.

4. Grantor has caused the public utilities system conveyed herein to be constructed and agrees that City accepts this conveyance only upon the following conditions:

- (a) City assumes no liability for any claim, of any nature whatsoever, arising from the construction or maintenance of the public utilities system conveyed herein prior to the date hereof.
- (b) Grantor warrants that the public utilities system conveyed herein is located within the easement as described above and according to the plans submitted to and approved by the Ann Arbor Utilities Department. Any relocation of any part of said system caused by its location in a position other than as described in said plans shall be at the expense of the Grantor.
- (c) Grantor, 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 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.
- (d) Grantor agrees to hold 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).

CHARGES

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.

Dated this 7th day of December, 19 87.

WITNESSES:

West Side United Methodist Church,
a Michigan ecclesiastical corporation

Thomas J. Vaillencourt
THOMAS J. VAILLENCOURT

By Ronald A. DeCicco
Its Ron DeCicco, Chairman
Board of Trustees *MA. RONALD A DE CICC*

Kermit T. Christopherson
KERMIT T. CHRISTOPHERSON

By Karl Reed
Its Karl Reed, Vice-Chairman
Board of Trustees

STATE OF) Michigan
) SS.
COUNTY OF) Washtenaw

The foregoing instrument was acknowledged before me this 7th day of December, 19 87,
by Ron DeCicco and Karl Reed, Chairman and Vice-Chairman respectively
of the Board of Trustees, West Side United Methodist Church
a Michigan ecclesiastical corporation on behalf of the said corporation.

Betty De Cicco
Betty DeCicco Notary Public
Washtenaw County, Mich.

My commission expires: 8-11-90

Instrument
drafted by: Atwell-Hicks

Business Address: 1241 S. Maple Rd.
Ann Arbor, MI

