



Pittsfield Charter Township
Department of Utilities & Municipal Services

6201 West Michigan Avenue, Ann Arbor, MI 48108
Phone: (734) 822-3101 • Fax: (734) 944-1103
Website: www.pittsfield-mi.gov

Craig Lyon
Director of Utilities &
Municipal Services
lyonc@pittsfield-mi.gov

Mandy Grewal, Supervisor

November 6, 2020

Mr. Craig Lyon
Pittsfield Charter Township
6201 West Michigan Avenue
Ann Arbor, MI 48108

RE: Utility Construction Final Acceptance
Aldi Food Market #48
U.S.W. #19-02

Dear Mr. Lyon:

We have completed our review of the final record set drawings dated Oct. 07, 2020, and CAD/dwg file received November 6, 2020. Please be advised that our review has determined that all underground utility work, record set drawings, and CAD/dwg file, and easements appear satisfactory at this time, and we recommend that the water and sewer utilities be incorporated into the Pittsfield Charter Township's utility system.

Sincerely,

Marc Hubbel
Construction Technician
Stantec

Anthony F. Tyler, PE
Senior Project Engineer
Stantec

cc: Patrick Green, Aldi, Inc.
Jim Cisek, DZI Construction Services Inc.
Joel Hedmark, DZI Construction Services Inc.
Chris Grzenkiewicz, Desine Inc.
Ryan Moon, Diversified Excavating, LLC
Eric Humesky, Pittsfield Charter Township
Maranda Miller, Pittsfield Charter Township
Sheryl Saliba, Pittsfield Charter Township
Zoe Crowley, Pittsfield Charter Township
Stantec, USW File

V:\2075\Active\2075001719\Task 202 Aldi Food Market\Punch List\Let_Lyon_ALDI_Final Acceptance_USW#19-02_20201202.Docx

Code Enforcement
(734) 822-2111
codeenforcement@pittsfield-mi.gov

Engineering
(734) 822-3109
engineering@pittsfield-mi.gov

Planning
(734) 822-3130
planning@pittsfield-mi.gov

Utilities
(734) 822-3105
utilities@pittsfield-mi.gov



®

REAL ESTATE

To: Billy Weirich

From: Renee Sullivan

Subject: Water/Sewer Easements

Date: July 7, 2020

Enclosed is the Water Main and Sewer easements for the ALDI project in Pittsfield Township. Please return a fully executed copy to the address below for recording.

Brandon Muller
Clark Hill
151 S. Old Woodward Suite 200
Birmingham, MI 48009

**PITTSFIELD CHARTER TOWNSHIP
PRIVATE EASEMENT FOR WATER MAIN**

THIS INDENTURE made the _____ day of _____ 2019 between Cholake Enterprise, LLC whose address is 3113 Carpenter Road, Ypsilanti, Michigan 48197 (Grantor), and the Charter Township of Pittsfield, whose address is 6201 W. Michigan Ave. Ann Arbor, Michigan 48108, a Municipal Corporation, of the County of Washtenaw, State of Michigan, (Grantee).

1. The Grantor for and in consideration of the sum of less than one hundred dollars paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, and the promises contained in this agreement, do, by these presents, grant unto the Grantee, its successors, and assigns, a permanent, nonexclusive easement for the purpose of access at any time and to install, construct, operate, inspect, repair, replace and maintain water lines, valves, man hole structures, connections, hydrants, and equipment (including replacements thereof "the Facilities") therefore in, unto, and upon that certain piece of land situated in the Charter Township of Pittsfield, County of Washtenaw, and State of Michigan, to-wit:

See attached Exhibit A for PARCEL DESCRIPTION and EASEMENT DESCRIPTION (the "Property").
2. The granting of the above easement does not vest in the Grantee authority to use any portion of the Property for purposes other than herein designated.
3. Grantor(s) also grants to Grantee perpetual rights of entry upon, passage over, through or under, deposit of excavated earth, and temporary storage of material and equipment on or adjacent to the easement area as may be necessary or useful for the construction, installation, inspection, operation, replacement, maintenance and repair or such of the Facilities.
4. Grantor agrees to reasonably restore the property to substantially the same condition which existed immediately prior to the installation, inspection, construction, repair, replacement or maintenance of the Facilities and to pay all costs and expenses associated with any construction, installation, inspection, operation, replacement, maintenance and repair of the Facilities.
5. Grantor hereby covenants with the Grantee that they are lawfully seized and possessed of the real estate described in Exhibit A, that they have good and lawful right to convey it

or any part thereof, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

6. Grantor retains all other property rights in the property but agrees not to construct any permanent or temporary buildings, structures, decks, patios, landscaping or hardscaping within the easement area.
7. The easement shall run with the land and be binding upon the Grantor, the Grantee and their heirs, personal representatives, successors and assigns.
8. Grantor agrees to pay applicable state and county transfer taxes resulting from the recording of this easement.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

This easement shall be binding upon Grantor and Grantee, and their heirs, assigns, successors in interest and successors in office, and be deemed to run with the land in perpetuity.

Dated: June 30, 2020

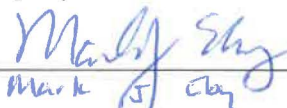
Grantor
Cholake Enterprise, LLC


By: Chris Mile

Its: Manager _____

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 30th day of June, 2020 by Chris Mile, who stated under oath that he is the Manager of Cholake Enterprise, LLC and that this easement was signed on behalf of the company, by authority of its members, and he acknowledged the granting of this easement to be the free act and deed of the company.



Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires: 1/31/23

Grantee

Mandy Grewal, Supervisor

Michelle L. Anzaldi, Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of ____, 2020 by Mandy Grewal and Michelle L. Anzaldi, who stated under oath that they are the Supervisor and Clerk respectively of the Charter Township of Pittsfield, and that this easement was signed on behalf of the Township, by authority of its Board of Trustees, and they acknowledged the granting of this easement to be the free act and deed of the Township.

INSTRUMENT DRAFTED BY:

James A. Fink (P40386)
320 N. Main St., Ste. 420
Ann Arbor, MI 48104
734-994-1077

WHEN RECORDED RETURN TO:

Pittsfield Charter Township
Attn: Michelle L. Anzaldi, Clerk
6201 W. Michigan Avenue
Ann Arbor, MI 48108

State Transfer Tax: Exempt
County Transfer Tax: Exempt

Recording Fee: \$30.00
Tax parcel #L-12-12-200-025

EXHIBIT A

PARCEL DESCRIPTION and EASEMENT DESCRIPTION

PARCEL LEGAL DESCRIPTIONS

PARCEL No. L-12-12-200-025

**Reference: Parcel "B" of Certified Land Survey No. 4208 as recorded in
Liber 5263, Page 650, Washtenaw County Records**

Situated in the Township of Pittsfield, County of Washtenaw, State of Michigan, described as:

Commencing at the West 1/4 corner of Section 12, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan;

thence N00°20'30"W 1262.04 feet along the West line of said Section 12 to the **PLACE OF BEGINNING**;

thence continuing N00°20'30"W 413.14 feet along the West line of said Section 12;

thence N89°50'18"E 46.70 feet to a point on the East line (as established by previous Surveys) of Carpenter Road Right-of-way (100-foot wide);

thence continuing N89°50'18"E 260.00 feet;

thence S00°09'42"E 412.18 feet along the line lying 260 feet Easterly and parallel with said East line of Carpenter Road;

thence S89°39'30"W 305.40 feet to the Place of Beginning.

Being a part of the Northwest 1/4 of Section 12, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan. Containing 2.90 acres, more or less. Subject to the rights of the public over that portion thereof taken for Carpenter Road, also subject to and together with all easements and restrictions affecting title to the described above premises.

EASEMENT DESCRIPTIONS

8 FOOT BY 26 FOOT EASEMENT FOR WATER MAIN

Situated in the Township of Pittsfield, County of Washtenaw, State of Michigan, described as:

Commencing at the West 1/4 corner of Section 12, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan;

thence N00°20'30"W 1395.39 feet along the West line of said Section 12;

thence N89°50'18"E 45.82 to the **PLACE OF BEGINNING**, also being a point on the East line (as established by previous Surveys) of Carpenter Road Right-of-way (100-foot wide);

thence N00°09'42"W 26.00 feet along said East line of Carpenter Road;

thence N89°50'18"E 8.00 feet;

thence S00°09'42"E 26.00 feet

thence S89°50'18"W 8.00 feet to the Place of Beginning.

Being a part of the Northwest 1/4 of Section 12, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan.

20 FOOT WIDE EASEMENT FOR WATER MAIN

Situated in the Township of Pittsfield, County of Washtenaw, State of Michigan, described as:

Commencing at the West 1/4 corner of Section 12, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan;

thence N00°20'30"W 1483.83 feet along the West line of said Section 12;

thence N89°50'18"E 46.10 to the **PLACE OF BEGINNING**, also being a point on the East line (as established by previous Surveys) of Carpenter Road Right-of-way (100-foot wide);

thence N00°09'42"W 20.00 feet along said East line of Carpenter Road;

thence N89°50'18"E 199.06 feet;

thence N00°09'42"W 5.00 feet;

thence N89°50'18"E 20.00 feet;

thence S00°09'42"E 25.00 feet

thence S89°50'18"W 219.06 feet to the Place of Beginning.

Being a part of the Northwest 1/4 of Section 12, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan.

**PITTSFIELD CHARTER TOWNSHIP
PRIVATE EASEMENT FOR SANITARY SEWER**

THIS INDENTURE made the _____ day of _____ 2020 between Cholake Enterprise, LLC whose address is 3113 Carpenter Road, Ypsilanti, Michigan 48197 (Grantor), and the Charter Township of Pittsfield, whose address is 6201 W. Michigan Ave. Ann Arbor, Michigan 48108, a Municipal Corporation, of the County of Washtenaw, State of Michigan, (Grantee).

1. The Grantor for and in consideration of the sum of less than one hundred dollars paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, and the promises contained in this agreement, do, by these presents, grant unto the Grantee, its successors, and assigns, a permanent, nonexclusive easement for the purpose of access at any time and to install, construct, operate, inspect, repair, replace and maintain sanitary lines, manhole structures, connections, and equipment (including replacements thereof "the Facilities") therefore in, unto, and upon that certain piece of land situated in the Charter Township of Pittsfield, County of Washtenaw, and State of Michigan, to-wit:

See attached Exhibit A for PARCEL DESCRIPTION and EASEMENT DESCRIPTION (the "Property").

2. The granting of the above easement does not vest in the Grantee authority to use any portion of the Property for purposes other than herein designated.
3. Grantor(s) also grants to Grantee perpetual rights of entry upon, passage over, through or under, deposit of excavated earth, and temporary storage of material and equipment on or adjacent to the easement area as may be necessary or useful for the construction, installation, inspection, operation, replacement, maintenance and repair or such of the Facilities.
4. Grantor agrees to reasonably restore the property to substantially the same condition which existed immediately prior to the installation, inspection, construction, repair, replacement or maintenance of the Facilities and to pay all costs and expenses associated with any construction, installation, inspection, operation, replacement, maintenance and repair of the Facilities.
5. Grantor hereby covenants with the Grantee that they are lawfully seized and possessed of the real estate described in Exhibit A, that they have good and lawful right to convey it

or any part thereof, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

6. Grantor retains all other property rights in the property but agrees not to construct any permanent or temporary buildings, structures, decks, patios, landscaping or hardscaping within the easement area.
7. The easement shall run with the land and be binding upon the Grantor, the Grantee and their heirs, personal representatives, successors and assigns.
8. Grantor agrees to pay applicable state and county transfer taxes resulting from the recording of this easement.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

This easement shall be binding upon Grantor and Grantee, and their heirs, assigns, successors in interest and successors in office, and be deemed to run with the land in perpetuity.

Dated: June 30, 2020

Grantor
Cholake Enterprise, LLC

Chris Mile

By: Chris Mile

Its: Manager _____

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 30th day of June, 2020 by Chris Mile, who stated under oath that he is the Manager of Cholake Enterprise, LLC and that this easement was signed on behalf of the company, by authority of its members, and he acknowledged the granting of this easement to be the free act and deed of the company.

Mandy Ely
mark J. Ely

Notary Public

Washtenaw County, Michigan

Acting in Washtenaw County

My commission expires: 11/31/23

Grantee

Mandy Grewal, Supervisor

Michelle L. Anzaldi, Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of ____, 2019 by Mandy Grewal and Michelle L. Anzaldi, who stated under oath that they are the Supervisor and Clerk respectively of the Charter Township of Pittsfield, and that this easement was signed on behalf of the Township, by authority of its Board of Trustees, and they acknowledged the granting of this easement to be the free act and deed of the Township.

INSTRUMENT DRAFTED BY:

James A. Fink (P40386)
320 N. Main St., Ste. 300
Ann Arbor, MI 48104
734-994-1077

WHEN RECORDED RETURN TO:

Pittsfield Charter Township
Attn: Michelle L. Anzaldi, Clerk
6201 W. Michigan Avenue
Ann Arbor, MI 48108

State Transfer Tax: Exempt

County Transfer Tax: Exempt

Recording Fee: \$_____

Tax parcel #_____

EXHIBIT A

PARCEL DESCRIPTION and EASEMENT DESCRIPTION

PARCEL LEGAL DESCRIPTIONS

PARCEL No. L-12-12-200-026

**Reference: Parcel "C" of Certified Land Survey No. 4208 as recorded in
Liber 5263, Page 650, Washtenaw County Records**

Situated in the Township of Pittsfield, County of Washtenaw, State of Michigan, described as:

Commencing at the West 1/4 corner of Section 12, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan;

thence N00°20'30"W 1675.18 feet along the West line of said Section 12 to the **PLACE OF BEGINNING**;

thence continuing N00°20'30"W 170.05 feet along the West line of said Section 12;

thence N89°39'30"E 47.23 feet to a point on the East line (as established by previous Surveys) of Carpenter Road Right-of-way (100-foot wide);

thence continuing N89°39'30"E 260.00 feet;

thence S00°09'42"E 171.01 feet along the line lying 260 feet Easterly and parallel with said East line of Carpenter Road;

thence S89°50'18"W 306.70 feet to the Place of Beginning.

Being a part of the Northwest 1/4 of Section 12, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan. Containing 1.20 acres, more or less. Subject to the rights of the public over that portion thereof taken for Carpenter Road, also subject to and together with all easements and restrictions affecting title to the described above premises.

EASEMENT DESCRIPTIONS

25 FOOT WIDE EASEMENT FOR SANITARY SEWER

Situated in the Township of Pittsfield, County of Washtenaw, State of Michigan, described as:

Commencing at the West 1/4 corner of Section 12, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan;

thence N00°20'30"W 1675.18 feet along the West line of said Section 12;

thence N89°50'18"E 46.70 feet to a point on the East line (as established by previous Surveys) of Carpenter Road Right-of-way (100-foot wide);

thence continuing N89°50'18"E 200.70 feet to the **PLACE OF BEGINNING**;

thence N00°09'42"W 132.71 feet;

thence S72°15'30"E 26.27 feet along the Southerly line of an existing Sanitary Sewer Easement as recorded in Liber 1391, Page 543, Washtenaw County Records;

thence S00°09'42"E 124.63 feet;

thence S89°50'18"W 25.00 feet to the Place of Beginning.

Being a part of the Northwest 1/4 of Section 12, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan.