

PITTSFIELD CHARTER TOWNSHIP
PUBLIC EASEMENT FOR WATER MAIN

This Easement Agreement is made this 24th day of Aug, 2021 between Bestech4, LLC, a Michigan limited liability company whose address is 8150 Jackson Rd., Ann Arbor, Michigan 48103 and Pittsfield Charter Township, a Michigan municipal corporation, whose address is 6201 W. Michigan Ave., Ann Arbor, Michigan 48108 (Grantee).

1. Grantor, for and in consideration of the promises contained in this agreement and no monetary consideration, grants unto 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, manhole structures, connections, hydrants, and equipment, including replacements thereof, (the "Facilities") in, onto, and upon that certain piece of land (the "Property") situated in Pittsfield Charter Township, Washtenaw County, Michigan, to-wit:
See attached legal description Exhibit A.
2. Grantor grants and conveys to Grantee, its successors and assigns, a permanent, nonexclusive easement for the purpose of access at any time to operate, inspect, repair, replace, and maintain water lines, valves, manhole structures, connections, hydrants, and equipment (the "Facilities") in and upon the Premises. The Easement Area is described in the attached Exhibit B.
3. The granting of this Easement does not vest in the Grantee authority to use any portion of the Property for any other purposes.
4. Grantor 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 inspection, operation, replacement, maintenance, and repair of the Facilities.
5. In the event of excavation or other work in the easement by Grantee, Grantee agrees to reasonably restore the property to substantially the same condition which existed immediately prior to the excavation, installation, inspection, construction, repair, replacement or maintenance of the Facilities and to pay all costs and expenses associated with any excavation, construction, installation, inspection, operation, replacement, maintenance, and repair of the Facilities, except that in the event replacement, maintenance, or repair is necessary due to the negligent or willful acts of Grantor or Grantor's agent or contractor, Grantor shall bear the costs and expenses of replacement, maintenance or repair.
6. Grantor affirms that Grantor is lawfully seized and possessed of the Property described in Exhibit A, that it has good and lawful right to convey it or any part thereof, and that it will forever warrant and defend the title thereto against the claims of all persons whomsoever.
7. Grantor retains all other property rights in the Property but agrees not to construct any new permanent or temporary buildings, structures, landscaping, or hardscaping within the easement area, except as depicted on the approved site plan.
8. The easement shall run with the land and be binding upon Grantor, Grantee, and their successors and assigns and shall be governed by the laws of the State of Michigan. This easement agreement may only be amended or modified by written instrument executed by Grantor and Grantee (or their respective successors or assigns).
9. Grantor agrees to pay applicable state and county transfer taxes necessary to record this easement.

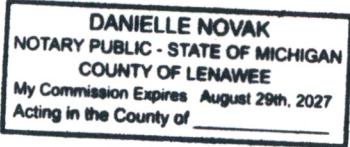
Grantor

Bestech4, LLC

David Hughes
By: David Hughes
Its: MEMBER

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

Acknowledged before me this 24 day of Aug, 2021 by David Hughes, who stated under oath that he is the sole member of Bestech4, LLC, that this Easement Agreement was signed on behalf of the company, and that the granting of this Easement is the free act and deed of the company.



Danielle Novak
Notary Public
Lenawee County, Michigan
Acting in Washtenaw County
My commission expires: 8.29.2027

Grantee

Mandy Grewal, Supervisor

Michelle L. Anzaldi, Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

Acknowledged before me this ____ day of _____, 2021 by Mandy Grewal and Michelle L. Anzaldi, the Supervisor and Clerk, respectively, of Pittsfield Charter Township on behalf of the Township.

Notary Public
_____ County, Michigan
Acting in Washtenaw County
My commission expires: _____
WHEN RECORDED RETURN TO:
Pittsfield Charter Township
Attn: Michelle L. Anzaldi, Clerk
6201 W. Michigan Avenue
Ann Arbor, MI 48108

INSTRUMENT DRAFTED BY:
James A. Fink (P40386)
Fink & Fink, PLLC
320 N. Main St., Ste. 420
Ann Arbor, MI 48104

State Transfer Tax: Exempt MCL 207.526a

Recording Fee: \$30.00

County Transfer Tax: Exempt MCL 207.505a

Tax parcel # L-12-23-110-004

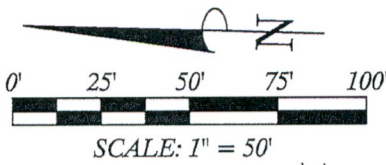
EXHIBIT A

PARCEL DESCRIPTION

EXHIBIT B

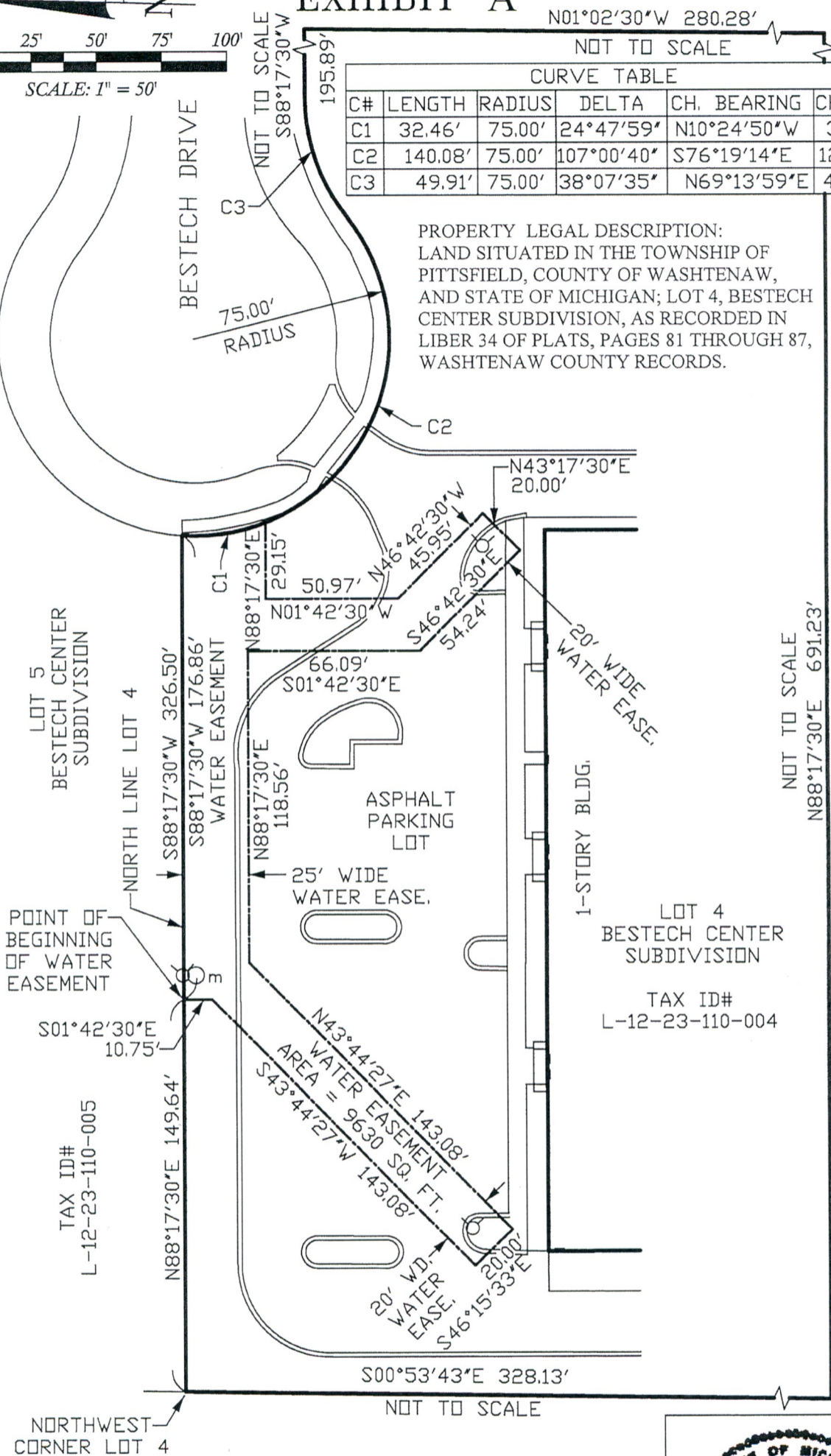
EASEMENT DESCRIPTION

EXHIBIT A



CURVE TABLE					
C#	LENGTH	RADIUS	DELTA	CH. BEARING	CHORD
C1	32.46'	75.00'	24°47'59"	N10°24'50"W	32.21'
C2	140.08'	75.00'	107°00'40"	S76°19'14"E	120.59'
C3	49.91'	75.00'	38°07'35"	N69°13'59"E	48.99'

PROPERTY LEGAL DESCRIPTION:
 LAND SITUATED IN THE TOWNSHIP OF
 PITTSFIELD, COUNTY OF WASHTENAW,
 AND STATE OF MICHIGAN; LOT 4, BESTECH
 CENTER SUBDIVISION, AS RECORDED IN
 LIBER 34 OF PLATS, PAGES 81 THROUGH 87,
 WASHTENAW COUNTY RECORDS.

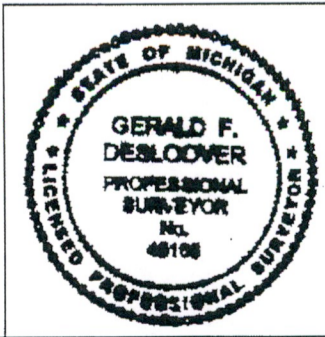


AMERICAN LANDMARK SURVEY P.L.C.

WATER EASEMENT, BEING
 PART OF SECTION 23, T.3S.,
 R.6E., PITTSFIELD TOWNSHIP,
 WASHTENAW COUNTY, MICHIGAN.
 CLIENT: VANSTON/D'BRIEN INC

DATE 4/22/2019
 DRAWN: GFD
 SCALE: 1" = 100'
 SHEET 1 OF 2
 JOB# 18104

Gerald F. Desloover
 GERALD F. DESLOOVER
 PROFESSIONAL SURVEYOR
 NO. 45166
 P.O. BOX 130043
 ANN ARBOR, MI 48113
 734-677-7000



TAX ID#
 L-12-23-110-005

TAX ID#
 L-12-23-110-004

TAX ID#
 L-12-23-100-019

NOT TO SCALE
 N88°17'30"E 691.23'

NOT TO SCALE
 S00°53'43"E 328.13'

EXHIBIT B

LEGAL DESCRIPTION OF WATER EASEMENT

A WATER EASEMENT LOCATED ON LOT 4 OF BESTECH CENTER SUBDIVISION, AS RECORDED IN LIBER 34 OF PLATS, PAGES 81 THROUGH 87, WASHTENAW COUNTY RECORDS, BEING PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF LOT 4 OF BESTECH CENTER SUBDIVISION, THENCE N88°17'30"E 149.64 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE S01°42'30"E 10.75 FEET; THENCE S43°44'27"W 143.08 FEET; THENCE S46°15'33"E 20.00 FEET; THENCE N43°44'27"E 143.08 FEET; THENCE N88°17'30"E 118.56 FEET; THENCE S01°42'30"E 66.09 FEET; THENCE S46°42'30"E 54.24 FEET; THENCE N43°17'30"E 20.00 FEET; THENCE N46°42'30"W 45.95 FEET; THENCE N01°42'30"W 50.97 FEET; THENCE N88°17'30"E 29.15 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF BESTECH DRIVE; THENCE 32.46 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, A DELTA ANGLE OF 24°47'59", AND A CHORD BEARING N10°24'50"W 32.21 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE S88°17'30"W 176.86 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; CONTAINING 9630 SQUARE FEET, 0.221 ACRES±.

AMERICAN LANDMARK SURVEY P.L.C.

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 PART OF SECTION 23, T.3S.,
 R.6E., PITTSFIELD TOWNSHIP,
 WASHTENAW COUNTY, MICHIGAN.
 CLIENT: VANSTON/O'BRIEN INC

DATE 4/22/2019
 DRAWN: GFD
 SHEET 2 OF 2
 JOB# 19104

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