Uptown Ann Arbor LLC

31731 Northwestern Highway, Suite 250W, Farmington Hills, MI 48334

July 20, 2022

Mr. Eric Humesky - Engineer Pittsfield Charter Township 6201 West Michigan Avenue Ann Arbor, MI 48108

RE:

Uptown Ann Arbor – Mixed Use Development

Revised Public Utility Easements

Dear Mr. Humesky,

Attached please find 2 sets each of our revised Public Easement for Sanitary Sewer and Public Easement for Water Main. We hope these easements and Exhibits are acceptable, and we look forward to the Township's approval.

Feel free to call or email me with any questions you may have, or if you need additional copies.

Thank you,

Mark Highlen

Land Development Project Manager

The Beztak Companies

248-737-6175 (direct), 248-506-9398 (mobile)

mhighlen@beztak.com (email)

Copy: File

PITTSFIELD CHARTER TOWNSHIP PUBLIC EASEMENT FOR SANITARY SEWER

This Easement Agreement is made this 20th day of July, 2022 between Uptown Ann Arbor LLC, a Michigan limited liability company whose address is 31731 Northwestern Hwy., Suite 250 W, Farmington Hills, Michigan 48334, (Grantor) 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 sewer lines, manhole structures, connections, 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 sewer lines, manhole structures, connections, and equipment (the "Facilities") in and upon the Premises. The Easement Area is described in the attached Exhibit A.
- 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.

Uptown Ann Arbor LLC, a Michigan limited	d liability company
By: Oakland Management Corp. LLC	
Its: Manager	
By: Samuel Beznos Its: President	
its: Fresident	
STATE OF MICHIGAN)	
) ss:	
COUNTY OF WASHTENAW)	
that he is the President of Oakland Management Co	uly, 2022 by Samuel Beznos who stated under oath orp. LLC, the Manager of Uptown Ann Arbor LLC, alf of the company, and that the granting of this
TERI ANN STAPLES Notary Public, State of Michigan County of Oakland	Hru Ann Staples Teri Staples, Notary Public Oakland County, Michigan
My Commission Expires Jan, 18, 2027 Acting in the County of CONTROL	Acting in Washtenaw County
	My commission expires: January 18, 2027
Grantee	
Mandy Grewal, Supervisor	Michelle L. Anzaldi, Clerk
STATE OF MICHIGAN)	
)ss:	
COUNTY OF WASHTENAW)	
Acknowledged before me this day of Anzaldi, the Supervisor and Clerk, respectively, Township.	f, 2022 by Mandy Grewal and Michelle L. of Pittsfield Charter Township on behalf of the
	Notary Public County, Michigan
	Acting in Washtenaw County
	My commission expires:
INSTRUMENT DRAFTED BY:	WHEN RECORDED RETURN TO:
James A. Fink (P40386)	Pittsfield Charter Township
Fink & Fink, PLLC	Attn: Michelle L. Anzaldi, Clerk
320 N. Main St., Ste. 420	6201 W. Michigan Avenue
Ann Arbor, MI 48104	Ann Arbor, MI 48108
State Transfer Tax: Exempt MCL 207.526a	Recording Fee: \$30.00

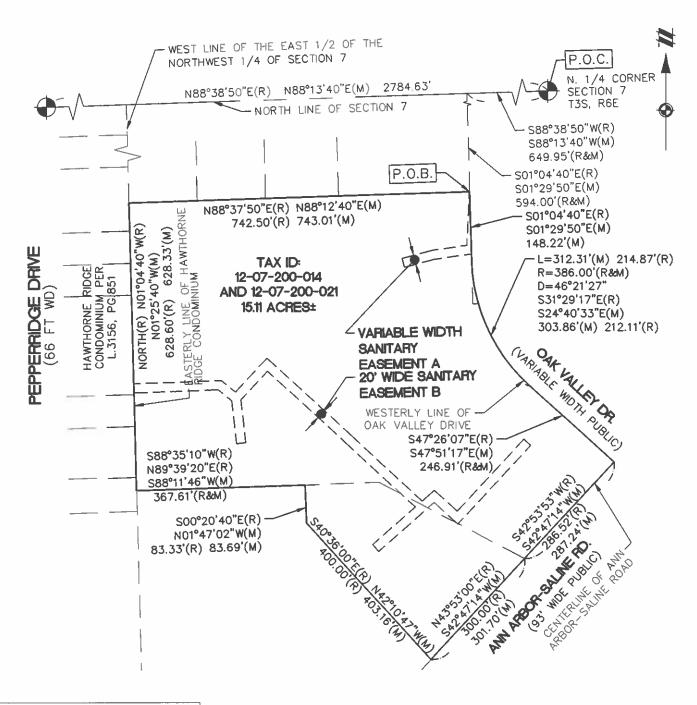
Tax parcel # L-12-07-200-025

County Transfer Tax: Exempt MCL 207.505a

Grantor

EXHIBIT A

PARCEL DESCRIPTION and EASEMENT DESCRIPTION



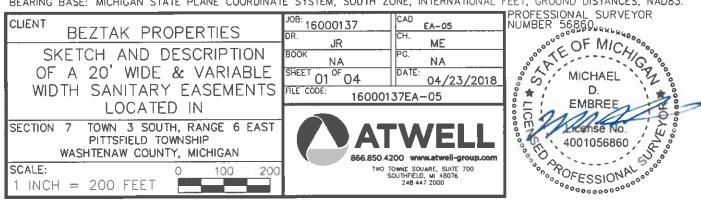
LEGEND

SECTION CORNER

POB PLACE OF BEGINNING

POC POINT OF COMMENCEMENT

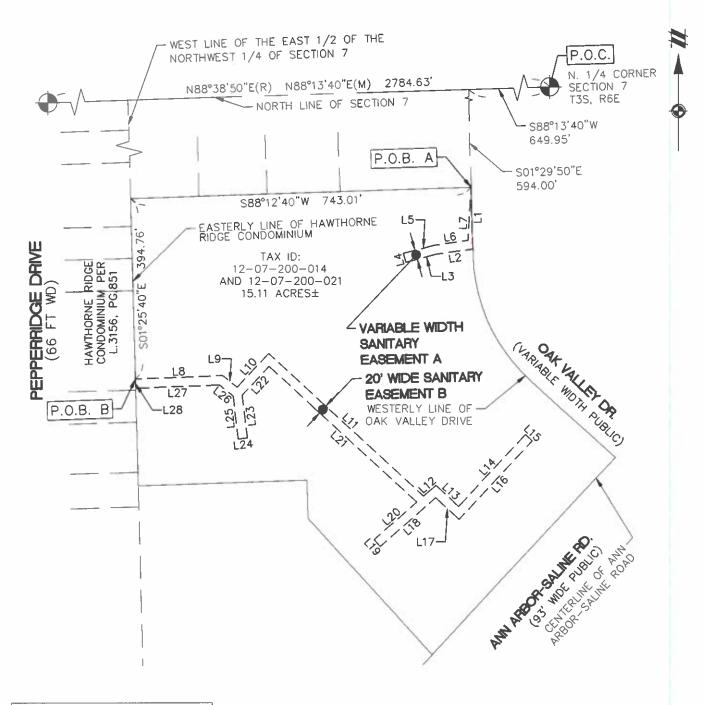
(R&M) RECORDED & MEASURED



DESCRIPTION OF A 15.11 ACRE PARCEL LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S88°13'40"W (RECORDED AS S88°38'50"W) 649.95 FEET ALONG THE NORTH LINE OF SAID SECTION 7; THENCE S01°29'50"E (RECORDED AS S01°04'40"E) 594.00 FEET ALONG THE WESTERLY LINE OF OAK VALLEY DRIVE (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID OAK VALLEY DRIVE THE FOLLOWING THREE (3) COURSES: S01°29'50"E (RECORDED AS S01°04'40"E) 148.22 FEET, 312.31 FEET (RECORDED AS 214.87 FEET) ALONG THE ARC OF A 386.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S24°40'33"E 303.86 FEET (RECORDED AS S31°29'17"E 212.11 FEET), AND \$47°51'17"E (RECORDED AS \$47°26'07"E) 246.91 FEET; THENCE \$42°47'14"W 287.24 FEET (RECORDED AS \$42°53'53"W 286.52 FEET) ALONG THE CENTERLINE OF ANN ARBOR—SALINE ROAD (93 FEET WIDE); THENCE S42°47'14"W 301.70 FEET (RECORDED AS N43°53'00"E 300.00 FEET) ALONG THE CENTERLINE OF SAID ANN ARBOR-SALINE ROAD; THENCE N42°10'47"W 403.16 FEET (RECORDED AS S40°36'00"E 400.00 FEET); THENCE NO1°47'02"W 83.69 FEET (RECORDED AS S00°20'40"E 83.33 FEET); THENCE S88°11'46"W (RECORDED AS S88°35'10"W AND N89°39'20"E) 367.61 FEET; THENCE N01°25'40"W 628.33 FEET (RECORDED AS NORTH AND NO1°04'40"W 628.60 FEET) ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND THE EAST LINE OF HAWTHORNE RIDGE CONDOMINIUM AS RECORDED IN LIBER 3156, PAGE 851, WASHTENAW COUNTY RECORDS; THENCE N88°12'40"E 743.01 FEET (RECORDED AS N88°37'50"E 742.50 FEET) TO THE PLACE OF BEGINNING, BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7, CONTAINING 15.11 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, RESTRICTIONS, CONDITIONS AND EXCEPTIONS OF RECORD, F ANY.

CLIENT BEZTAK PROPERTIES	JOB: 16000137 CAD EA-05 CH. CH.	PROFESSIONAL SURVEYOR NUMBER 56860
OF A 20' WIDE & VARIABLE	JR ME BOOK NA PG. NA SHEET 02 OF 04 FILE CODE: 16000137EA-05	MICHAEL TO BENBREE
SECTION 7 TOWN 3 SOUTH, RANGE 6 EAST PITTSFIELD TOWNSHIP WASHTENAW COUNTY, MICHIGAN SCALE:	ATWELL 866.850.4200 www.atwell-group.com Two Towne Souare, Suite 700 SOUTHFIELD, Mi 48076 248.447.2000	100 Nonse No. 4001056860 100 No. 4001056860



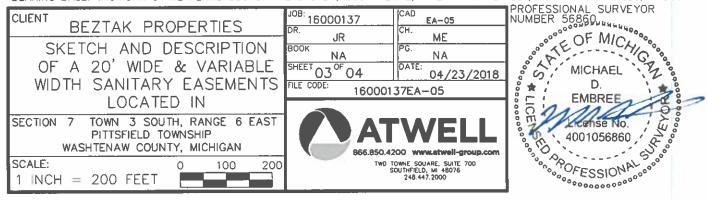
LEGEND

SECTION CORNER

POB PLACE OF BEGINNING

POC POINT OF COMMENCEMENT

(R&M) RECORDED & MEASURED



LINE TABLE				LINE TABLE	
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S01°29'50"E	135.05'	L15	S47°12′46"E	20.00
L2	S81°52'12"W	81.79	L16	S42°47'15"W	234.60'
L3	S75°08'42"W	67.49	L17	N47°11'11"W	69.61'
L4	N14°51'18"W	20.00'	L18	S48°44'18"W	161.39
L5	N75°08'42"E	68.67'	L19	N41°15′42″W	20.00'
L6	N81°52'12"E	75.43'	L20	N48°44'18"E	123.74
L7	N03°19'41"E	116.47	L21	N47°12′57″W	438.34
L8	N87°56'06"E	190.37	L22	S42°49'06"W	85.71
L9	S50°59'40"E	40.34	L23	S06°28'44"E	94.00'
L10	N42°49'07"E	100.93	L24	S83°31'16"W	20.00'
L11	S47°12'57"E	460.41	L25	N06°28'44"W	94.50'
L12	N48°44'18"E	35.57	L26	N50°59'40"W	38.11
L13	S47°11'11"E	67.63	L27	S87°56'06"W	183.10'
L14	N42°47'15"E	214.59	L28	N01°25'40"W	20.00'

DESCRIPTION OF A VARIABLE WIDTH SANITARY EASEMENT A LOCATED IN SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S88°13'40"W 649.95 FEET ALONG THE NORTH LINE OF SAID SECTION 7; THENCE S01°29'50"E 594.00 FEET ALONG THE WESTERLY LINE OF OAK VALLEY DRIVE (VARIABLE WIDTH) FOR THE PLACE OF BEGINNING; THENCE S01°29'50"E 135.05 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID OAK VALLEY DRIVE; THENCE S81°52'12"W 81.79 FEET; THENCE S75°08'42"W 67.49 FEET; THENCE N14°51'18"W 20.00 FEET; THENCE N75°08'42"E 68.67 FEET; THENCE N81°52'12"E 75.43 FEET; THENCE N03°19'41"E 116.47 FEET TO THE PLACE OF BEGINNING.

DESCRIPTION OF A 20' WIDE SANITARY EASEMENT B LOCATED IN SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S88°13'40"W 649.95 FEET ALONG THE NORTH LINE OF SAID SECTION 7; THENCE SO1°29'50"E 594.00 FEET ALONG THE WESTERLY LINE OF OAK VALLEY DRIVE (VARIABLE WIDTH); THENCE \$88°12'40"W 743.01 FEET; THENCE \$01°25'40"E 394.76 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND THE EAST LINE OF HAWTHORNE RIDGE CONDOMINIUM AS RECORDED IN LIBER 3156, PAGE 851, WASHTENAW COUNTY RECORDS FOR THE PLACE OF BEGINNING; THENCE N87°56'06"E 190.37 FEET; THENCE S50°59'40"E 40.34 FEET; THENCE N42°49'07"E 100.93 FEET; THENCE S47°12'57"E 460.41 FEET; THENCE N48°44'18"E 35.57 FEET; THENCE S47°11'11"E 67.63 FEET; THENCE N42°47'15"E 214.59 FEET; THENCE S47°12'46"E 20.00 FEET; THENCE S42°47'15"W 234.60 FEET; THENCE N47°11'11"W 69.61 FEET; THENCE S48°44'18"W 161.39 FEET; THENCE N41°15'42"W 20.00 FEET; THENCE N48°44'18"E 123.74 FEET; THENCE N47°12'57"W 438.34 FEET; THENCE S42°49'06"W 85.71 FEET; THENCE S06°28'44"E 94.00 FEET; THENCE S83°31'16"W 20.00 FEET; THENCE NO6°28'44"W 94.50 FEET; THENCE N50°59'40"W 38.11 FEET; THENCE S87°56'06"W 183.10 FEET; THENCE N01°25'40"W 20.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND THE EAST LINE OF SAID HAWTHORNE RIDGE CONDOMINIUM TO THE PLACE OF BEGINNING.

TAX PARCEL NO. 12-07-200-014 & 12-07-200-021
BEARING BASE: MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, INTERNATIONAL FEET, GROUND DISTANCES, NAD83.

PROFESSIONAL SURVEYOR
NUMBER 56869944444 16000137 EA-05 BEZTAK PROPERTIES CH. SKETCH AND DESCRIPTION BOOK PG NA NA OF A 20' WIDE & VARIABLE SHEET 04 OF 04 DATE: 04/23/2018 WIDTH SANITARY EASEMENTS FILE CODE: 16000137EA-05 LOCATED IN TOWN 3 SOUTH, RANGE 6 EAST PITTSFIELD TOWNSHIP SECTION 7 WASHTENAW COUNTY, MICHIGAN 866.850.4200 www.atwell-gro TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447,2000 SCALE: NONE

PITTSFIELD CHARTER TOWNSHIP PUBLIC EASEMENT FOR WATER MAIN

This Easement Agreement is made this 20th day of July, 2022 between Uptown Ann Arbor LLC, a Michigan limited liability company whose address is 31731 Northwestern Hwy., Suite 250 W, Farmington Hills, Michigan 48334, (Grantor) and Pittsfield Charter Township, a Michigan municipal corporation, whose address is 6201 W. Michigan Ave., Ann Arbor, Michigan 48108 (Grantee).

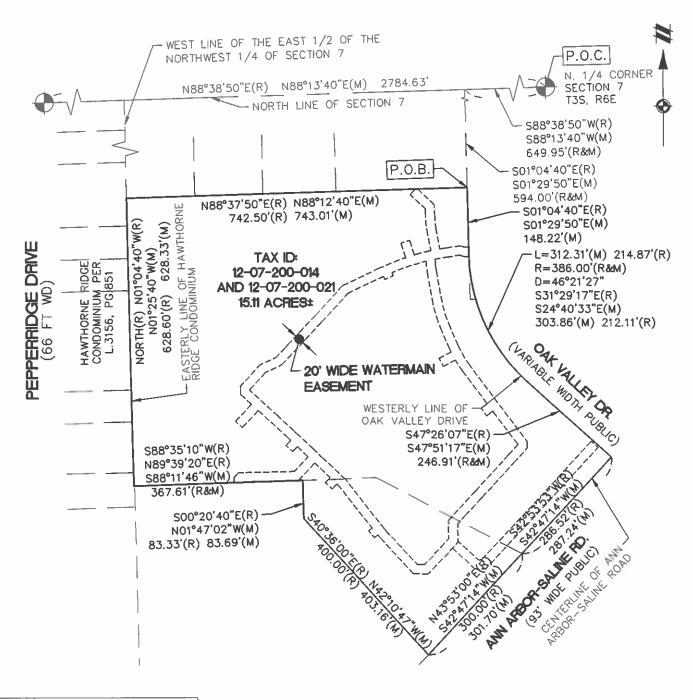
- 1. Grantor, for and in consideration of the promises contained in this agreement and no monetary consideration, grants unto Grantee, its successors and assigns, a permanent, nonexclusive easement for the purpose of access at any time and to install, construct, operate, inspect, repair, replace, and 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 A.
- 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.

Uptown Ann Arbor LLC, a Michigan limite	d liability company
By: Oakland Management Corp. LLC	
Its: Manager	
By: Samuel Beznos	
Its: President	
No. 1 legidoni	
STATE OF MICHIGAN)	
COUNTY OF WASHTENAW) ss:	
that he is the President of Oakland Management Co	fuly, 2022 by Samuel Beznos who stated under oath orp. LLC, the Manager of Uptown Ann Arbor LLC, nalf of the company, and that the granting of this
TERI ANN STAPLES Notary Public, State of Michigan County of Oaldand My Commission Expires Jan. 18, 2027 Acting in the County of California	Teri Staples, Notary Public Oakland County, Michigan Acting in Washtenaw County
Cronton	My commission expires: January 18,2037
Grantee	
Mandy Grewal, Supervisor	Michelle L. Anzaldi, Clerk
STATE OF MICHIGAN))ss: COUNTY OF WASHTENAW)	
	f, 2022 by Mandy Grewal and Michelle L. of Pittsfield Charter Township on behalf of the
	Notary Public County, Michigan
	Acting in Washtenaw County
	My commission expires:
INSTRUMENT DRAFTED BY:	WHEN RECORDED RETURN TO:
James A. Fink (P40386)	Pittsfield Charter Township
Fink & Fink, PLLC 320 N. Main St., Ste. 420	Attn: Michelle L. Anzaldi, Clerk 6201 W. Michigan Avenue
Ann Arbor, MI 48104	Ann Arbor, MI 48108
State Transfer Tax: Exempt MCL 207.526a	Recording Fee: \$30.00
County Transfer Tax: Exempt MCL 207.50	5a Tax parcel # L-12-07-200-025

Grantor

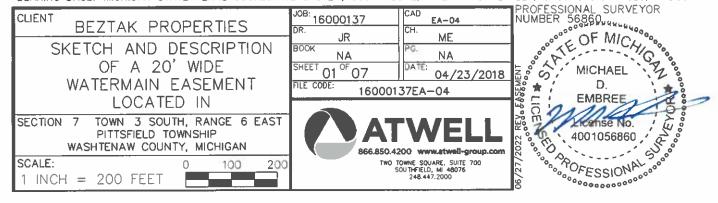
EXHIBIT A

PARCEL DESCRIPTION and EASEMENT DESCRIPTION



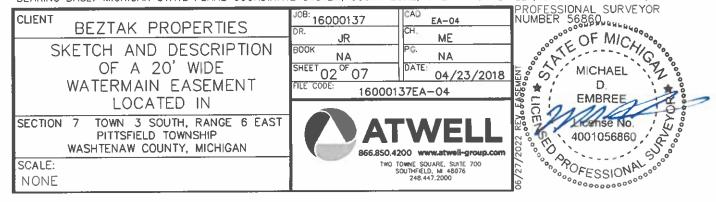
LEGEND

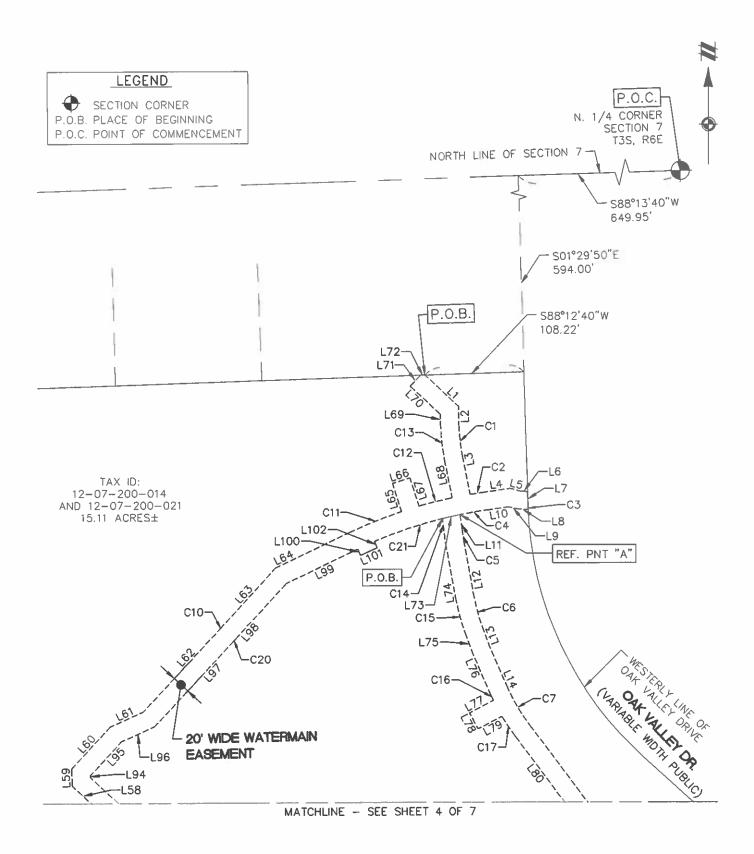
SECTION CORNER
P.O.B. PLACE OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
(R&M) RECORDED & MEASURED

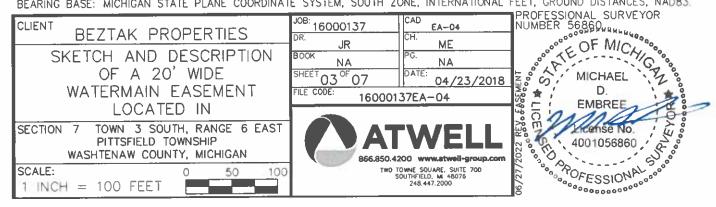


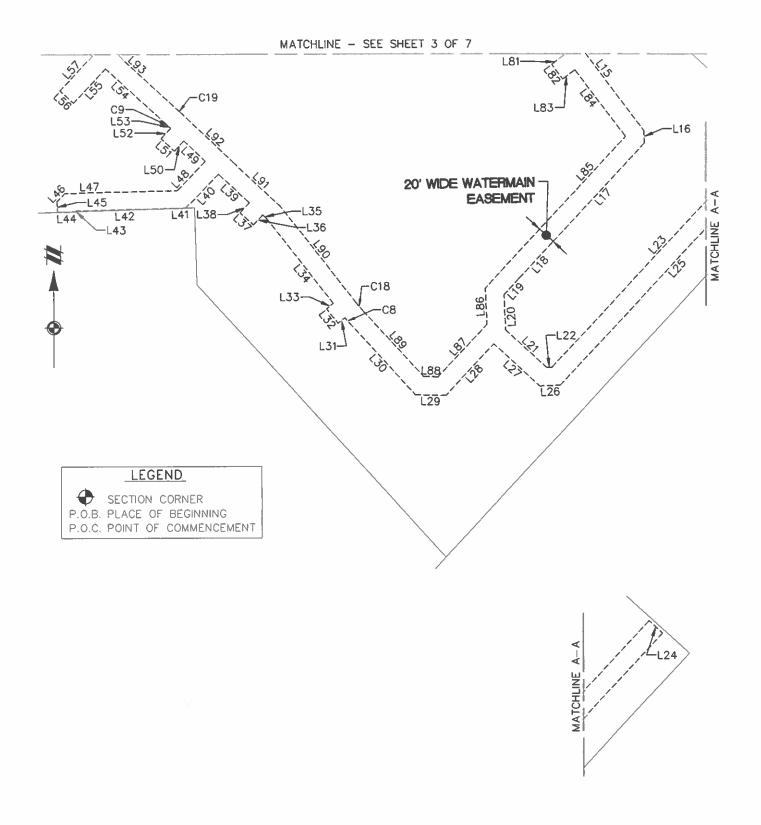
DESCRIPTION OF A 15.11 ACRE PARCEL LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

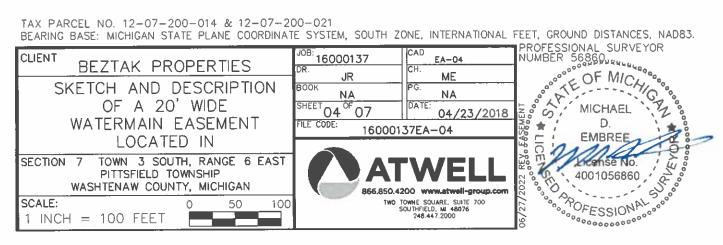
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S88°13'40"W (RECORDED AS S88°38'50"W) 649.95 FEET ALONG THE NORTH LINE OF SAID SECTION 7; THENCE S01°29'50"E (RECORDED AS S01°04'40"E) 594.00 FEET ALONG THE WESTERLY LINE OF OAK VALLEY DRIVE (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID OAK VALLEY DRIVE THE FOLLOWING THREE (3) COURSES: S01°29'50"E (RECORDED AS S01°04'40"E) 148.22 FEET, 312.31 FEET (RECORDED AS 214.87 FEET) ALONG THE ARC OF A 386.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S24°40'33"E 303.86 FEET (RECORDED AS S31°29'17"E 212.11 FEET), AND \$47°51'17"E (RECORDED AS \$47°26'07"E) 246.91 FEET; THENCE \$42°47'14"W 287.24 FEET (RECORDED AS \$42°53'53"W 286.52 FEET) ALONG THE CENTERLINE OF ANN ARBOR—SALINE ROAD (93 FEET WIDE); THENCE S42°47'14"W 301.70 FEET (RECORDED AS N43°53'00"E 300.00 FEET) ALONG THE CENTERLINE OF SAID ANN ARBOR-SALINE ROAD; THENCE N42°10'47"W 403.16 FEET (RECORDED AS \$40°36'00"E 400.00 FEET); THENCE N01°47'02"W 83.69 FEET (RECORDED AS S00°20'40"E 83.33 FEET); THENCE S88°11'46"W (RECORDED AS S88°35'10"W AND N89°39'20"E) 367.61 FEET; THENCE N01°25'40"W 628.33 FEET (RECORDED AS NORTH AND NO1°04'40"W 628.60 FEET) ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND THE EAST LINE OF HAWTHORNE RIDGE CONDOMINIUM AS RECORDED IN LIBER 3156, PAGE 851, WASHTENAW COUNTY RECORDS; THENCE N88°12'40"E 743.01 FEET (RECORDED AS N88°37'50"E 742.50 FEET) TO THE PLACE OF BEGINNING, BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7, CONTAINING 15.11 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, RESTRICTIONS, CONDITIONS AND EXCEPTIONS OF RECORD, IF ANY.



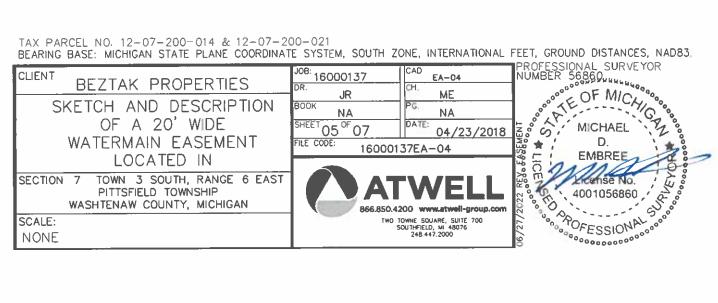








CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	36.05	220.00'	9°23'22"	S06°14'07"E	36.01
C2	16.01	510.00'	1°47'54"	N81°05'33"E	16.01
C3	3.07	386.00'	0°27'20"	S01°43'30"E	3.07'
C4	29.75	490.00'	3°28'42"	S80°15'10"W	29.74'
C5	14.48	230.00'	3°36′23"	S08°22'38"E	14.47
C6	39.19'	230.00	9°45'44"	S15°03'41"E	39.14
C7	53.75	230.00	13°23'22"	S30°07'46"E	53.63'
C8	9.46	250.00	2°10'01"	N41°05'48"W	9.45
C9	3.78	240.00'	0°54'11"	N46°43'17"W	3.78'
C10	2.52	240.00'	0°36'07"	N42°31'07"E	2.52'
C11	60.44	510,00	6°47'25"	N68°06'46"E	60.41
C12	37.31	510.00'	4°11′29″	N75°51'02"E	37.30'
C13	39.33'	240.00'	9°23'22"	N06°14'07"W	39.29'
C14	30.43'	250.00	6°58'29"	S06°41'35"E	30.41
C15	42.60'	250.00	9°45'44"	S15°03'41"E	42.54'
C16	9.09	250.00'	2°05'01"	S24°28'36"E	9.09'
C17	26.69	250.00'	6°06'57"	S33°09'41"E	26.67
C18	16.03	230.00'	3°59'36"	N40°11'01"W	16.03'
C19	4.10'	260.00'	0°54'11"	N46°43'17"W	4.10'
C20	2.73'	260.00	0°36'07"	N42°31'07"E	2.73'
C21	78.87	490.00'	9°13'20"	N71°36'05"E	78.78'



	LINE TABLE		LINE TABLE		LINE TABLE			
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S46°32'26"E	50.05'	L35	N46°58'29"W	5.74	L69	N01°32'26"W	11.86′
L2	S01°32'26"E	20.14*	L36	S43°05'37"W	14.97*	L70	N46°32'26"W	45.11
L3	S10°55'48"E	41.20'	L37	N46°54'23"W	20.00°	L71	N43°27'34"E	16.63
L4	N81°59'31"E	28.13	L38	N43°05'37"E	14.95*	L72	N88°12'40"E	4.75
L5	S75°30'29"£	11.77'	L39	N46°58'29"W	45.94	L73	S77*21'47"W	19.68
L6	S86°52'33"E	7.95'	L40	S43°43'48"W	52.03'	L74	S10°10'49"E	57.53'
L7	S01°29'50"E	17.00'	L41	S88°11'46"W	12.62"	L75	S19°56'33"E	20.04
L8	N86°52'33"W	11.57'	L42	S88°43'48"W	106.65	L76	S23°26'06"E	47.79'
L9	N75°30'29"W	9.78'	L43	S01°47'24"E	0.99'	L77	S62°11'21"W	29.49'
L10	S81°59'31"W	24.15	L44	S88°11'46"W	20.00'	L78	\$27°48'39"E	20.00'
L11	S06°34'27"E	16.77'	L45	N01°47'24"W	12.26	L79	N62°11'21"E	29.49'
L12	\$10°10'49"E	57,53'	L46	N43°28'12"E	12,56*	L80	S36°49'13"E	91.46*
L13	S19°56'33"E	19.43'	L47	N88°43'48"E	122.12'	L81	S53°10'33"W	16.75"
L14	S23°26'06"E	47.18'	L48	N43°43'48"E	44.03'	L82	S36°49'27"E	20.00'
L15	S36°49'27"E	207.16	L49	N46°16'12"W	32.08'	L83	N53°10'33"E	16.74
L16	S02°12'45"E	13.76	L50	S42°49'37"W	15.10	L84	S36°49′13″E	91.57
L17	S42°47'14"W	146.87	L51	N47°10'23"W	20.00	L85	S42°47'14"W	225.24
L18	S42°46′57″W	55.46	L52	N42°49'37"E	15.42	LB6	S02°12'45"E	39.76'
L19	S42°47'44"W	23.34	L53	N46°16'12"W	3.69*	L87	S42°47'15"W	78.83
L20	S02°12'45"E	38.55'	L54	N47°10'23"W	88.93'	L88	N88°18'28"W	15.81'
L21	S47°12'49"E	60.87	L55	S42°49'37"W	51.25	L89	N42°10'49"W	96.13
L22	N87°47'11"E	5.86'	L56	N47°10'23"W	20.00'	L90	N38°02'43"W	131.28
L23	N42°47'11"E	353.74'	L57	N42°49'37"E	51.25'	L91	N46°54'27"W	69.61
L24	S47*12'49"E	20.00'	L58	N47°10'23"W	31.81	L92	N46°16′12"W	79.16*
L25	S42°47'11"W	362.02	L59	N02°10'23"W	18.55*	L93	N47°10'23"W	132.46'
L26	S87°47'11"W	22.43'	L60	N42°49'37"E	62.27	L94	N02°10'23"W	1.98'
L27	N47°12'49"W	68.30	L61	N65°19'11"E	39.50'	L95	N42°49'37"E	50.01
L28	S42°47′15"W	77.07	L62	N42°49'11"E	122.89*	L96	N65°19'11"E	39.50*
L29	N88°17'42"W	33.43	L63	N42"13'04"E	87.44'	L97	N42°49'11"E	126.87
L30	N42°10′49″W	104.64	L64	N64°43'04"E	90.62'	L98	N42°13'04"E	83.46*
£31	S51°41'04"W	9.64	L65	N17°19'22"W	32.77	L99	N64°43'04"E	86.08*
L32	N38°18'56"W	20.00'	L66	N72°39'45"E	20.00'	L100	S24°10′44″E	7.42'
L33	N51°41'04"E	9.58'	L67	S17°19'22"E	32.76	L101	N65°49'16"E	20.00*
L34	N38°02'43"W	117.75'	L68	N10°55'48"W	41.20	L102	N24°10'44"W	7.41'



DESCRIPTION OF A 20 FOOT WIDE WATERMAIN EASEMENT LOCATED IN SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

DESCRIPTION OF A 20 FOOT WIDE WATERMAIN EASEMENT LOCATED IN SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE SORS 500 SECTION 7; THENCE SORS 910 SECTION 8; THENCE SORS 910 SECTION 9; THE SECT

PAGE 32 20 W 45.11 FEET; IHENCE N45'27 34 E 16.63 FEET; IHENCE N38'12 40 E 4.75 FEET 10 THE PLACE OF BEGINNING;

EXCEPTING THEREFROM: COMMENCING FROM AFOREMENTIONED REFERENCE POINT "A" THENCE S77°21'47"W 19.68 FEET FOR A PLACE OF BEGINNING; THENCE 30.43 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S06°41'35"E 30.41 FEET; THENCE \$10°10'49"E 57.53 FEET; THENCE 42.60 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING \$15°03'41"E 42.54 FEET; THENCE \$19°56'33"E 20.04 FEET; THENCE \$23°26'06"E 47.79 FEET; THENCE 9.09 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING \$12°03'41"E 26.67 FEET; THENCE \$21'121"W 29.49 FEET; THENCE \$22°48'39"E 20.00 FEET; THENCE N62°11'21"E 29.49 FEET; THENCE 26.69 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING \$33°09'41"E 26.67 FEET; THENCE \$36°49'13"E 91.46 FEET; THENCE \$53°10'33"W 16.75 FEET; THENCE \$36°49'27"E 20.00 FEET; THENCE \$50°10'33"E 16.74 FEET; THENCE \$53°10'33"W 16.75 FEET; THENCE \$42°47'14"W 225.24 FEET; THENCE \$02°12'45"E 39.76 FEET; THENCE \$42°47'15"W 78.83 FEET; THENCE \$42°47'14"W 225.24 FEET; THENCE \$02°12'45"E 39.76 FEET; THENCE \$42°47'15"W 78.83 FEET; THENCE N88°18'28"W 15.81 FEET; THENCE N42°10'49"W 96.13 FEET; THENCE 16.03 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N40°11'01"W 16.03 FEET; THENCE N38°02'43"W 131.28 FEET; THENCE N46°16'12"W 79.16 FEET; THENCE \$4.10 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N46°43'17"W 4.10 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N46°43'17"W 4.10 FEET; THENCE N470'10'23"W 132.46 FEET; THENCE N02°10'23"W 1.98 FEET; THENCE N42°49'37"E 50.01 FEET; THENCE N65°19'11"E 39.50 FEET; THENCE N42°49'11"E 126.87 FEET; THENCE N42°40'10'44"E 7.42 FEET; THENCE N65°49'16"E 20.00 FEET; THENCE N64°43'04"E 86.08 FEET; THENCE S24°10'44"E 7.42 FEET; THENCE N65°49'16"E 20.00 FEET; THENCE

TAX PARCEL NO. 12-07-200-014 & 12-07-200-021
BEARING BASE: MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, INTERNATIONAL FEET, GROUND DISTANCES, NAD83.

PROFESSIONAL SURVEYOR NUMBER 56860 ^{JOB:} 16000137 BEZTAK PROPERTIES MICHAEL Z S TO SELVENT TO SELVEN SKETCH AND DESCRIPTION OF A 20' WIDE SHEET 07 OF 07 04/23/2018 WATERMAIN EASEMENT D. 16000137EA-04 EMBREE LOCATED IN STORY OF THE PARTY TOWN 3 SOUTH, RANGE 6 EAST PITTSFIELD TOWNSHIP SECTION 7 AOU IV. WASHTENAW COUNTY, MICHIGAN TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000 SCALE: NONE

EXHIBIT A

PARCEL DESCRIPTION and EASEMENT DESCRIPTION

PITTSFIELD CHARTER TOWNSHIP PUBLIC EASEMENT FOR SANITARY SEWER

This Easement Agreement is made this 20th day of July, 2022 between Uptown Ann Arbor LLC, a Michigan limited liability company whose address is 31731 Northwestern Hwy., Suite 250 W, Farmington Hills, Michigan 48334, (Grantor) 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 sewer lines, manhole structures, connections, 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 sewer lines, manhole structures, connections, and equipment (the "Facilities") in and upon the Premises. The Easement Area is described in the attached Exhibit A.
- 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.

Uptown Ann Arbor LLC, a Michigan limite	d liability company
By: Oakland Management Corp. LLC	
Its: Manager	
1	
By: Samuel Beznos	
Its: President	
STATE OF MICHIGAN)	
) ss:	
COUNTY OF WASHTENAW)	
Acknowledged before me this 20th day of J	July, 2022 by Samuel Beznos who stated under oath
	orp. LLC, the Manager of Uptown Ann Arbor LLC,
	half of the company, and that the granting of this
Easement is the free act and deed of the company.	and the second s
	Gere ann staples
TERI ANN STAPLES	Teri Staples, Notary Public
Notary Public, State of Michigan County of Oakland	Oakland County, Michigan
My Commission Expires Jan. 18, 2027 Acting in the County of Carlonal	Acting in Washtenaw County
	My commission expires: <u>Tanuary 18, 2027</u>
Grantee	
Mandy Grewal, Supervisor	Michelle L. Anzaldi, Clerk
STATE OF MICHIGAN)	
)SS:	
COUNTY OF WASHTENAW)	
Acknowledged before me this day o	f, 2022 by Mandy Grewal and Michelle L.
Anzaldi, the Supervisor and Clerk, respectively,	of Pittsfield Charter Township on behalf of the
Township.	
	N
	Notary Public
	Acting in Washtenaw County County, Michigan
	My commission expires:
INSTRUMENT DRAFTED BY:	WHEN RECORDED RETURN TO:
James A. Fink (P40386)	Pittsfield Charter Township
Fink & Fink, PLLC	Attn: Michelle L. Anzaldi, Clerk
320 N. Main St., Ste. 420 Ann Arbor, MI 48104	6201 W. Michigan Avenue Ann Arbor, MI 48108
Allii A1001, WII 40104	7 Min (A1001, 1911 70100
0.4 T. 0. T. D. 12407.007.007	D
State Transfer Tax: Exempt MCL 207.526a	Recording Fee: \$30.00

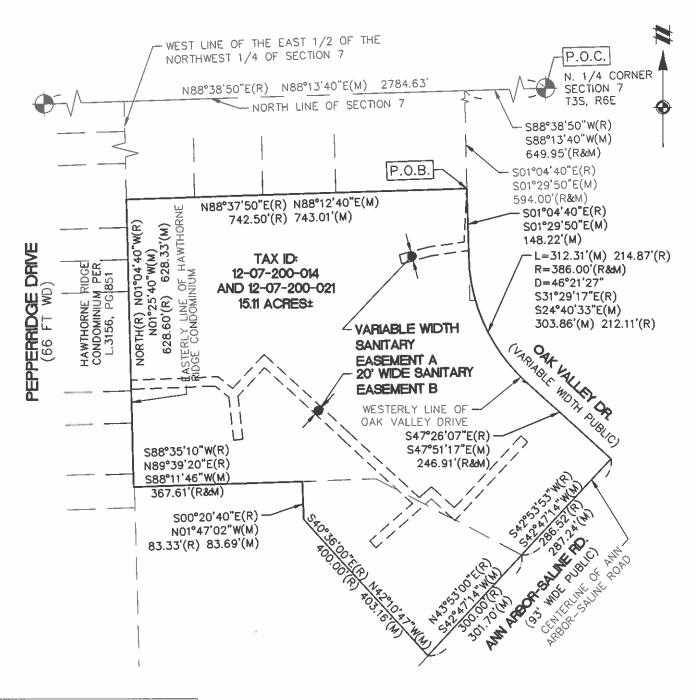
Tax parcel # L-12-07-200-025

County Transfer Tax: Exempt MCL 207.505a

Grantor

EXHIBIT A

PARCEL DESCRIPTION and EASEMENT DESCRIPTION



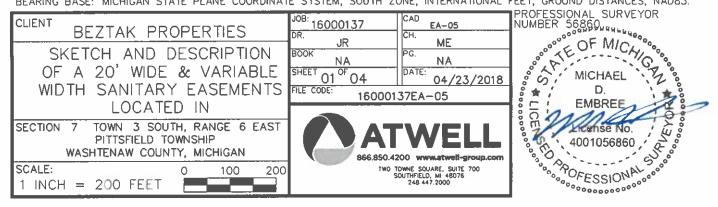
LEGEND

SECTION CORNER

POB PLACE OF BEGINNING

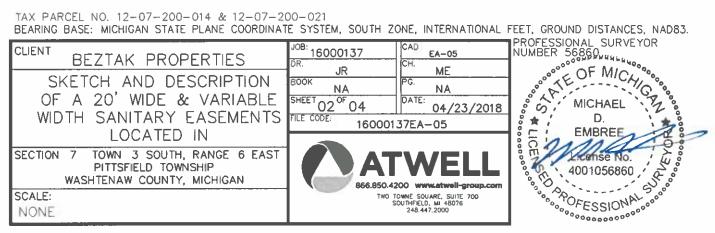
POC POINT OF COMMENCEMENT

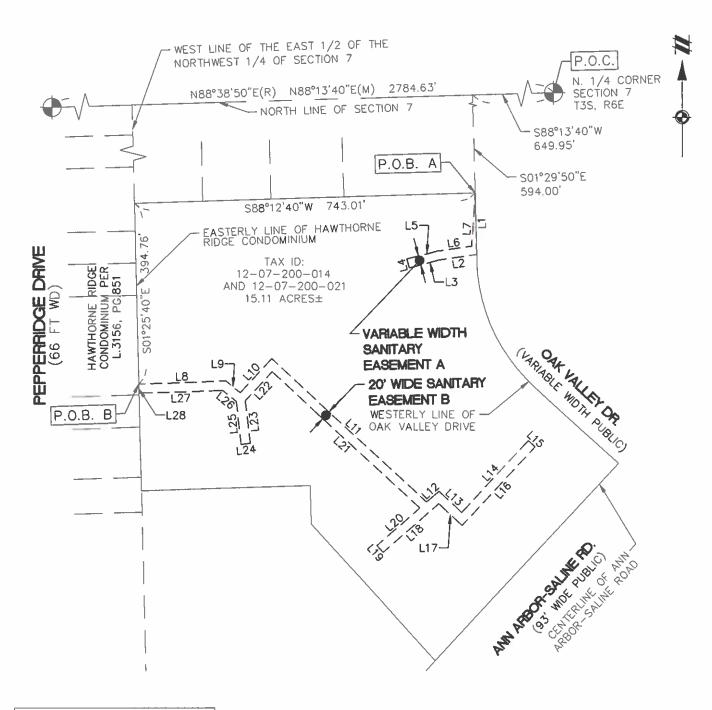
(R&M) RECORDED & MEASURED



DESCRIPTION OF A 15.11 ACRE PARCEL LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S88°13'40"W (RECORDED AS S88°38'50"W) 649.95 FEET ALONG THE NORTH LINE OF SAID SECTION 7; THENCE S01°29'50"E (RECORDED AS S01°04'40"E) 594.00 FEET ALONG THE WESTERLY LINE OF OAK VALLEY DRIVE (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID OAK VALLEY DRIVE THE FOLLOWING THREE (3) COURSES: S01°29'50"E (RECORDED AS S01°04'40"E) 148.22 FEET, 312.31 FEET (RECORDED AS 214.87 FEET) ALONG THE ARC OF A 386.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S24°40'33"E 303.86 FEET (RECORDED AS S31°29'17"E 212.11 FEET), AND \$47°51'17"E (RECORDED AS \$47°26'07"E) 246.91 FEET; THENCE \$42°47'14"W 287.24 FEET (RECORDED AS \$42°53'53"W 286.52 FEET) ALONG THE CENTERLINE OF ANN ARBOR—SALINE ROAD (93 FEET WIDE); THENCE \$42°47'14"W 301.70 FEET (RECORDED AS N43°53'00"E 300.00 FEET) ALONG THE CENTERLINE OF SAID ANN ARBOR-SALINE ROAD; THENCE N42°10'47"W 403.16 FEET (RECORDED AS S40°36'00"E 400.00 FEET); THENCE N01°47'02"W 83.69 FEET (RECORDED AS S00°20'40"E 83.33 FEET); THENCE S88°11'46"W (RECORDED AS S88°35'10"W AND N89°39'20"E) 367.61 FEET; THENCE N01°25'40"W 628.33 FEET (RECORDED AS NORTH AND NO1°04'40"W 628.60 FEET) ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND THE EAST LINE OF HAWTHORNE RIDGE CONDOMINIUM AS RECORDED IN LIBER 3156, PAGE 851, WASHTENAW COUNTY RECORDS; THENCE N88°12'40"E 743.01 FEET (RECORDED AS N88°37'50"E 742.50 FEET) TO THE PLACE OF BEGINNING, BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7, CONTAINING 15.11 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, RESTRICTIONS, CONDITIONS AND EXCEPTIONS OF RECORD, IF ANY.





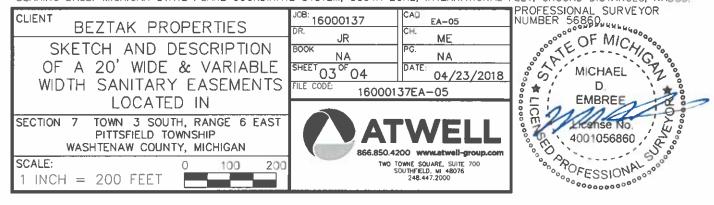
LEGEND

SECTION CORNER

POB PLACE OF BEGINNING

POC POINT OF COMMENCEMENT

(R&M) RECORDED & MEASURED



LINE TABLE				LINE TABLE	
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S01°29'50"E	135.05	L15	S47°12'46"E	20.00'
L2	S81°52'12"W	81.79'	L16	S42°47'15"W	234.60'
L3	S75°08'42"W	67.49'	L17	N47°11'11"W	69.61'
L4	N14°51'18"W	20.00'	L18	S48°44'18"W	161.39'
L5	N75°08'42"E	68.67	L19	N41°15'42"W	20.00'
L6	N81°52'12"E	75.43	L20	N48°44'18"E	123.74'
L7	N03°19'41"E	116.47	L21	N47°12'57"W	438.34
L8	N87°56'06"E	190.37	L22	S42°49'06"W	85.71
L9	S50°59'40"E	40.34	L23	S06°28'44"E	94.00'
L10	N42°49'07"E	100.93'	L24	S83°31'16"W	20.00'
L11	S47°12'57"E	460.41	L25	N06°28'44"W	94:50'
L12	N48°44'18"E	35.57	L26	N50°59'40"W	38.11
L13	S47°11′11"E	67.63	L27	S87°56'06"W	183;10'
L14	N42°47'15"E	214.59	L28	N01°25'40"W	20.00'

DESCRIPTION OF A VARIABLE WIDTH SANITARY EASEMENT A LOCATED IN SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S88°13'40"W 649.95 FEET ALONG THE NORTH LINE OF SAID SECTION 7; THENCE S01°29'50"E 594.00 FEET ALONG THE WESTERLY LINE OF OAK VALLEY DRIVE (VARIABLE WIDTH) FOR THE PLACE OF BEGINNING; THENCE S01°29'50"E 135.05 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID OAK VALLEY DRIVE; THENCE S81°52'12"W 81.79 FEET; THENCE S75°08'42"W 67.49 FEET; THENCE N14°51'18"W 20.00 FEET; THENCE N75°08'42"E 68.67 FEET; THENCE N81°52'12"E 75.43 FEET; THENCE N03°19'41"E 116.47 FEET TO THE PLACE OF BEGINNING.

DESCRIPTION OF A 20' WIDE SANITARY EASEMENT B LOCATED IN SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE \$88°13'40"W 649.95 FEET ALONG THE NORTH LINE OF SAID SECTION 7; THENCE \$01°29'50"E 594.00 FEET ALONG THE WESTERLY LINE OF OAK VALLEY DRIVE (VARIABLE WIDTH); THENCE \$88°12'40"W 743.01 FEET; THENCE \$01°25'40"E 394.76 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND THE EAST LINE OF HAWTHORNE RIDGE CONDOMINIUM AS RECORDED IN LIBER 3156, PAGE 851, WASHTENAW COUNTY RECORDS FOR THE **PLACE OF BEGINNING**; THENCE N87°56'06"E 190.37 FEET; THENCE \$50°59'40"E 40.34 FEET; THENCE N42°49'07"E 100.93 FEET; THENCE \$47°12'57"E 460.41 FEET; THENCE N48°44'18"E 35.57 FEET; THENCE \$47°11'11"E 67.63 FEET; THENCE N42°47'15"E 214.59 FEET; THENCE \$47°12'46"E 20.00 FEET; THENCE \$42°47'15"W 234.60 FEET; THENCE N47°11'11"W 69.61 FEET; THENCE \$48°44'18"W 161.39 FEET; THENCE N41°15'42"W 20.00 FEET; THENCE N48°44'18"E 123.74 FEET; THENCE N47°12'57"W 438.34 FEET; THENCE \$42°49'06"W 85.71 FEET; THENCE \$06°28'44"E 94.00 FEET; THENCE \$83°31'16"W 20.00 FEET; THENCE N06°28'44"W 94.50 FEET; THENCE N50°59'40"W 38.11 FEET; THENCE \$87°56'06"W 183.10 FEET; THENCE N01°25'40"W 20.00 FEET; THENCE N50°59'40"W 38.11 FEET; THENCE \$87°56'06"W 183.10 FEET; THENCE N01°25'40"W 20.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND THE EAST LINE OF SAID HAWTHORNE RIDGE CONDOMINIUM TO THE PLACE OF BEGINNING.

SKETCH AND DESCRIPTION OF A 20' WIDE & VARIABLE	JOB: 16000137 DR. JR BOOK NA SHEET 04 OF 04 FILE CODE: 16000137EA-05	PROFESSIONAL SURVEYOR NUMBER 56860 OF MICHAEL D. EMBREE
SECTION 7 TOWN 3 SOUTH, RANGE 6 EAST PITTSFIELD TOWNSHIP WASHTENAW COUNTY, MICHIGAN SCALE: NONE	ATWELL 866.850.4200 www.atwell-group.com TWD TOWNE SOUARE, SUITE 7000 SOUTHFELD, MI 48076 248.447.2000	4001056860 A A A A A A A A A A A A A A A A A A A

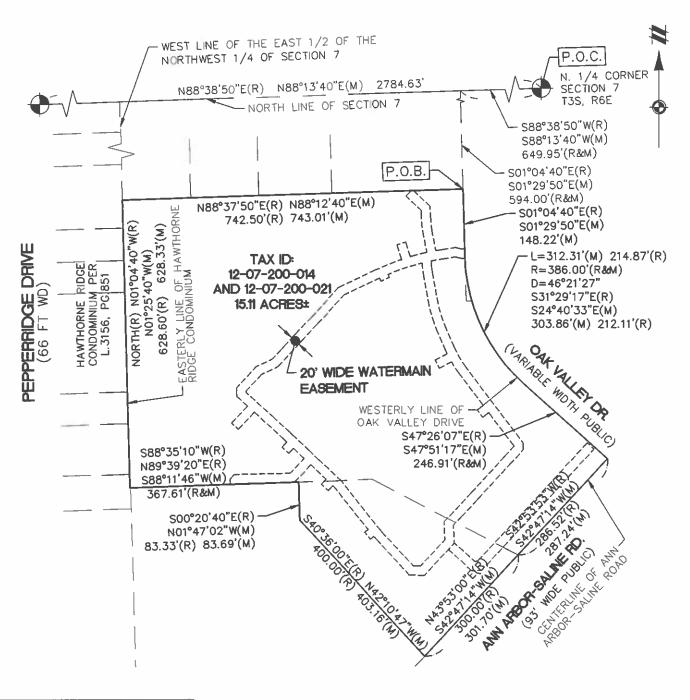
PITTSFIELD CHARTER TOWNSHIP PUBLIC EASEMENT FOR WATER MAIN

This Easement Agreement is made this 20th day of July, 2022 between Uptown Ann Arbor LLC, a Michigan limited liability company whose address is 31731 Northwestern Hwy., Suite 250 W, Farmington Hills, Michigan 48334, (Grantor) 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 A.
- 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.

Uptown Ann Arbor LLC, a Michigan limite	d liability company
By: Oakland Management Corp. LLC	
Its: Manager	\geq
By: Samuel Beznos	
Its: President	
STATE OF MICHIGAN)	
) ss:	
COUNTY OF WASHTENAW)	
Acknowledged before me this 20th day of J	uly, 2022 by Samuel Beznos who stated under oath
	orp. LLC, the Manager of Uptown Ann Arbor LLC,
	half of the company, and that the granting of this
Easement is the free act and deed of the company.	, ,
	1 1 2 Carron of ton 100
TOTAL AND START TO	Tri Starle Nature Public
TERI ANN STAPLES Notary Public, State of Michigan	Teri Staples, Notary Public
County of Oakland My Commission Expires Jan. 18, 2027,	Oakland County, Michigan Acting in Washtenaw County
Acting in the County of Ookland	My commission expires: <u>January 18,2027</u>
Grantee	My commission expires. <u>Jan 10 mg - Casea</u>
Oranico	
9	
Mandy Grewal, Supervisor	Michelle L. Anzaldi, Clerk
STATE OF MICHIGAN)	
)SS:	
COUNTY OF WASHTENAW)	
Acknowledged before me this day o	f, 2022 by Mandy Grewal and Michelle L.
	of Pittsfield Charter Township on behalf of the
Township.	1
•	S
	Notary Public
	County, Michigan
	Acting in Washtenaw County
INSTRUMENT DRAFTED BY:	My commission expires: WHEN RECORDED RETURN TO:
James A. Fink (P40386)	Pittsfield Charter Township
Fink & Fink, PLLC	Attn: Michelle L. Anzaldi, Clerk
320 N. Main St., Ste. 420	6201 W. Michigan Avenue
Ann Arbor, MI 48104	Ann Arbor, MI 48108
4 8444 4 44 444 4 44 4 4 4 4 4 4 4 4 4	
State Transfer Tax: Exempt MCL 207.526a	Recording Fee: \$30.00
·	
County Transfer Tax: Exempt MCL 207.50	5a Tax parcel # L-12-07-200-025

Grantor



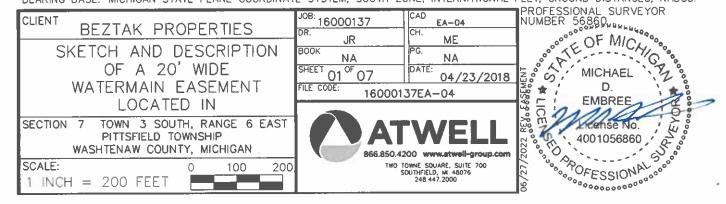
LEGEND

SECTION CORNER

P.O.B. PLACE OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

(R&M) RECORDED & MEASURED



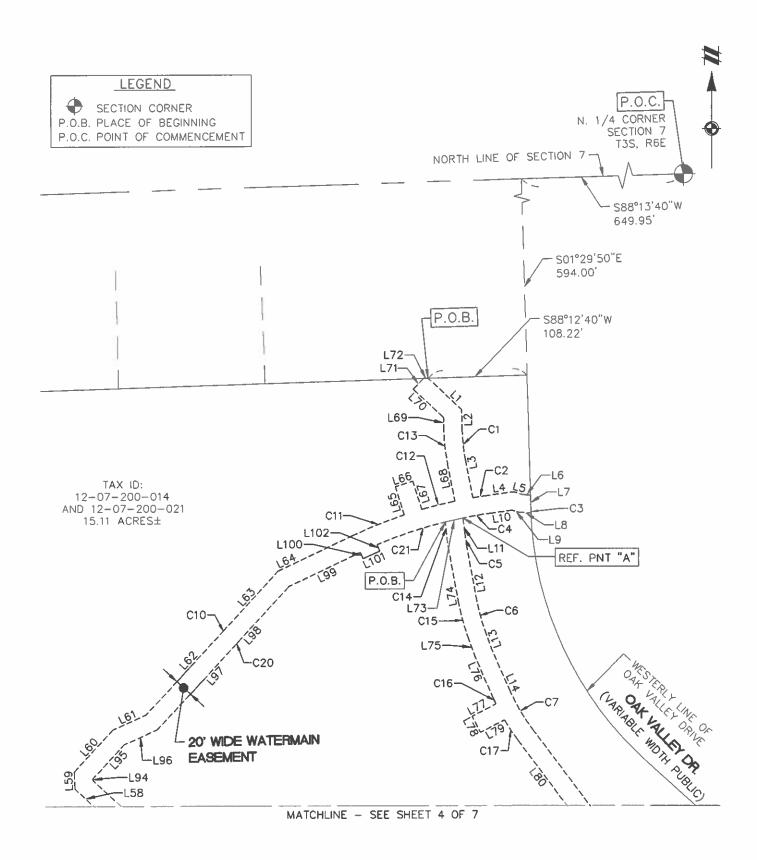
DESCRIPTION OF A 15.11 ACRE PARCEL LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

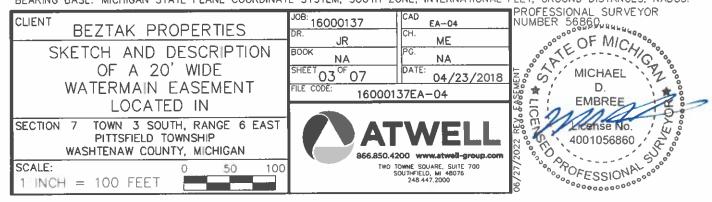
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S88°13'40"W (RECORDED AS S88°38'50"W) 649.95 FEET ALONG THE NORTH LINE OF SAID SECTION 7; THENCE S01°29'50"E (RECORDED AS S01°04'40"E) 594.00 FEET ALONG THE WESTERLY LINE OF OAK VALLEY DRIVE (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID OAK VALLEY DRIVE THE FOLLOWING THREE (3) COURSES: S01°29'50"E (RECORDED AS S01°04'40"E) 148.22 FEET, 312.31 FEET (RECORDED AS 214.87 FEET) ALONG THE ARC OF A 386.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING \$24°40'33"E 303.86 FEET (RECORDED AS \$31°29'17"E 212.11 FEET), AND \$47°51'17"E (RECORDED AS \$47°26'07"E) 246.91 FEET; THENCE \$42°47'14"W 287.24 FEET (RECORDED AS \$42°53'53"W 286.52 FEET) ALONG THE CENTERLINE OF ANN ARBOR—SALINE ROAD (93 FEET WIDE); THENCE S42°47'14"W 301.70 FEET (RECORDED AS N43°53'00"E 300.00 FEET) ALONG THE CENTERLINE OF SAID ANN ARBOR-SALINE ROAD; THENCE N42°10'47"W 403.16 FEET (RECORDED AS S40°36'00"E 400.00 FEET); THENCE NO1°47'02"W 83.69 FEET (RECORDED AS SO0°20'40"E 83.33 FEET); THENCE S88°11'46"W (RECORDED AS S88°35'10"W AND N89°39'20"E) 367.61 FEET; THENCE N01°25'40"W 628.33 FEET (RECORDED AS NORTH AND NO1°04'40"W 628.60 FEET) ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND THE EAST LINE OF HAWTHORNE RIDGE CONDOMINIUM AS RECORDED IN LIBER 3156, PAGE 851, WASHTENAW COUNTY RECORDS; THENCE N88°12'40"E 743.01 FEET (RECORDED AS N88°37'50"E 742.50 FEET) TO THE PLACE OF BEGINNING, BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7, CONTAINING 15.11 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, RESTRICTIONS, CONDITIONS AND EXCEPTIONS OF RECORD, IF ANY.

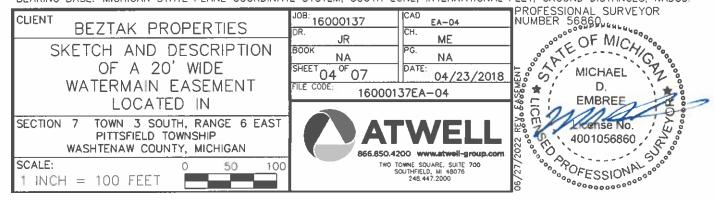
TAX PARCEL NO. 12-07-200-014 & 12-07-200-021
BEARING BASE: MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, INTERNATIONAL FEET, GROUND DISTANCES, NAD83.

PROFESSIONAL SURVEYOR

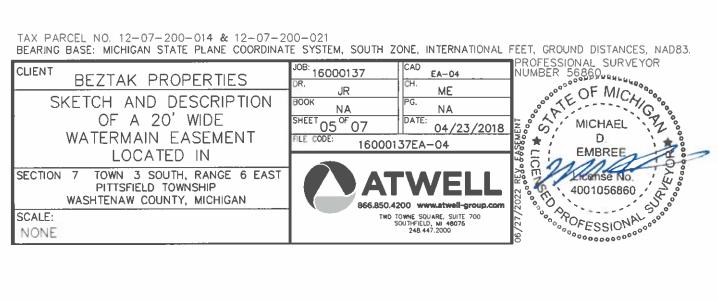
CLIENT BEZTAK PROPERTIES	DR. JR CAD EA-04 CH. ME	NUMBER 56860
SKETCH AND DESCRIPTION OF A 20' WIDE WATERMAIN EASEMENT LOCATED IN	JR ME BOOK NA PG. NA SHEET 02 OF 07 FILE CODE: 16000137EA-04	MICHAEL D.
SECTION 7 TOWN 3 SOUTH, RANGE 6 EAST PITTSFIELD TOWNSHIP WASHTENAW COUNTY, MICHIGAN SCALE:	ATWELL 866.850.4200 www.atwell-group.co TWO TOWNS SQUARE, SUITE 700 SOUTH-FIELD, MI 48076 248.447.2000	100 No. 4001056860 No. 4001056860 No. 4001056860



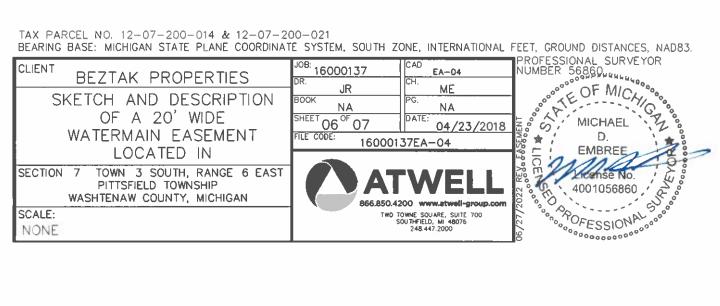




CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	36.05	220.00'	9°23'22"	S06°14'07"E	36.01
C2	16.01'	510.00	1°47'54"	N81°05'33"E	16.01
C3	3.07'	386.00'	0°27'20"	S01°43'30"E	3.07
C4	29.75	490.00'	3°28'42"	S80°15'10"W	29.74
C5	14.48	230.00'	3°36'23"	S08°22'38"E	14.47'
Ç6	39.19'	230.00'	9°45'44"	S15°03'41"E	39.14
C7	53.75'	230.00'	13°23'22"	S30°07'46"E	53.63'
C8	9.46	250.00	2°10'01"	N41°05'48"W	9.45
C9	3.78'	240.00'	0°54'11"	N46°43'17"W	3.78'
C10	2.52	240.00'	0°36'07"	N42°31'07"E	2.52'
C11	60.44	510.00	6°47'25"	N68°06'46"E	60.41
C12	37.31	510.00'	4°11'29"	N75°51'02"E	37.30'
C13	39.33'	240.00'	9°23'22"	N06°14'07"W	39.29'
C14	30.43'	250.00'	6°58'29"	S06°41'35"E	30.41
C15	42.60	250.00	9°45'44"	S15°03'41"E	42.54
C16	9.09	250.00	2°05'01"	S24°28'36"E	9.09'
C17	26.69	250.00	6°06'57"	S33°09'41"E	26.67'
C18	16.03'	230.00	3°59'36"	N40°11'01"W	16.03'
C19	4.10'	260.00'	0°54'11"	N46°43'17"W	4.10'
C20	2.73'	260.00	0°36'07"	N42°31′07″E	2.73'
C21	78.87	490.00	9°13'20"	N71°36'05"E	78.78'



LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S46°32'26"E	50.05*	L35	N46°58'29"W	5.74"	L69	N01°32'26"W	11.86'
L2	S01*32'26*E	20.14	L36	S43°05'37"W	14.97	L70	N46°32'26"W	45.11
£3	S10°55'48"E	41.20	L37	N46°54'23"W	20.00'	L71	N43°27'34"E	16.63'
L4	N81°59'31"E	28.13'	L38	N43°05'37"E	14.95	L72	N88°12'40"E	4.75
L5	S75°30'29"E	11.77'	L39	N46°58'29"W	45.94	L73	S77°21'47"W	19.68
L6	S86°52'33"E	7.95'	L40	\$43°43'48"W	52.03	L74	S10°10'49"E	57.53'
L7	S01°29'50"E	17.00°	L41	S88°11'46"W	12.62	L75	S19°56'33"E	20.04
L8	N86°52'33"W	11.57'	L42	S88°43'48"W	106.65'	L76	S23°26'06"E	47.79'
L9	N75°30'29"W	9.78*	L43	S01°47'24"E	0.99	L77	S62°11'21"W	29.49'
L10	581°59'31"W	24.15*	L44	\$88°11'46"W	20.00'	L78	S27°48'39"E	20.00'
L11	S06°34'27"E	16.77	L45	N01°47'24"W	12.26	L79	N62°11'21"E	29.49
L12	\$10°10'49"E	57.53*	L46	N43°28'12"E	12.56'	L80	S36°49'13"E	91.46
L13	S19°56'33"E	19.43*	L47	N88°43'48"E	122.12'	L81	\$53°10′33"W	16.75
L14	S23°26'06"E	47.18	L48	N43°43'48"E	44.03	L82	S36°49'27"E	20.00'
L15	S36°49'27"E	207.16′	L49	N46°16′12"W	32.08'	L83	N53°10'33"E	16.74
L16	S02°12'45"E	13.76	L50	S42°49'37"W	15.10°	L84	\$36°49'13"E	91.57
L17	S42°47'14"W	146.87	L51	N47°10'23"W	20.00'	L85	S42°47'14"W	225.24
L18	S42°46'57"W	55.46'	L52	N42°49'37"E	15.42*	L86	S02°12'45"E	39.76'
L19	S42°47'44"W	23.34	L53	N46°16′12″W	3.69'	L87	S42°47'15"W	78.83°
L20	S02°12'45"E	38.55'	L54	N47°10'23"W	88.93*	L88	N88°18'28"W	15.81'
L21	S47°12′49″E	60.87	L55	S42*49'37"W	51.25*	L89	N42°10'49"W	96.13′
L22	N87°47'11"E	5.86*	L56	N47°10'23"W	20.00*	L90	N38°02'43"W	131.28'
L23	N42°47'11"E	353.74'	L57	N42°49'37"E	51.25	L91	N46°54'27"W	69.61*
L24	S47°12'49"E	20.00	L58	N47°10'23"W	31.81	L92	N46°16'12"W	79.16
L25	\$42°47'11"W	362 02'	L59	N02°10'23"W	18.55*	L93	N47°10'23"W	132.46'
L26	S87°47'11"W	22.43	L60	N42*49'37"E	62.27	L94	N02°10'23"W	1.98'
L27	N47°12'49"W	68.30'	L61	N65°19'11"E	39.50'	L95	N42°49'37"E	50.01
L28	S42°47'15"W	77.07*	L62	N42°49'11"E	122.89*	L96	N65*19'11"E	39.50*
L29	N88°17'42"W	33.43	L63	N42°13'04"E	87.44	L97	N42°49'11"E	126.87
L30	N42°10′49″W	104.64	L64	N64°43'04"E	90.62	L98	N42°13'04"E	83.46
L31	S51°41'04"W	9.64	L65	N17°19'22"W	32.77	L99	N64°43'04"E	86.08*
L32	N38°18'56"W	20.00'	L66	N72°39'45"E	20.00*	L100	S24°10′44″E	7.42'
L33	N51°41'04"E	9.58*	L67	S17°19'22"E	32.76	L101	N65°49'16"E	20.00
L34	N38°02'43"W	117.75'	L68	N10°55'48"W	41.20'	L102	N24°10'44"W	7.41'



DESCRIPTION OF A 20 FOOT WIDE WATERMAIN EASEMENT LOCATED IN SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

THENCE SOIT 9/95/95/05 8/94 00 FEET ALONG THE WESTERLY LINE OF OAK VALLEY PRIVE VIXIBLE WIDTH). THENCE S88*12'40°W 108.22 FEET FOR A PLACE OF BEGINNING: THENCE S46*32'26'E 50.05 FEET; THENCE S0152'22'E'E 20.14 FEET; THENCE S05 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S06*14'07'E 36.01 FEET; THENCE S10*55'48'E 41.20 FEET; THENCE 16.01 FEET THENCE S10*59'31"E 28.13 FEET; THENCE CURVE TO THE LEFT, CHORD BEARING S06*14'07'E 36.01 FEET; THENCE S10*59'31"E 28.13 FEET; THENCE S75*30'29'E 11.77 FEET; THENCE S86*52'33"E 7.95 FEET; THENCE S01*29'50"E 17.00 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID OAK VALLEY PRIVE; THENCE S03*39'50"E 3.07 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S09*3'33'S 3.07 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID OAK VALLEY PRIVE; THENCE S05*23'3"W 13.75 FEET; THENCE S75*30'29'W 9.78 FEET; THENCE S36*59'31"W 24.15 FEET; THENCE 29.75 FEET ALONG THE ARC OF A 490.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S00*52'33'E 1.75 FEET THENCE S05*34'27"E 16.77 FEET; THENCE S10*59'31"W 24.15 FEET; THENCE S05*34'27"E 16.77 FEET; THENCE S10*59'31"W 24.15 FEET; THENCE S05*34'27"E 16.77 FEET; THENCE S05*35'S S05*35'

N46°32 26°W 45.11 FELI; THENCE N43°27'34"E 16.63 FEET; THENCE N88°12'40"E 4.75 FEET TO THE PLACE OF BEGINNING;
EXCEPTING THEREFROM: COMMENCING FROM AFOREMENTIONED REFERENCE POINT "A" THENCE \$70°21'47"W 19.68 FEET FOR A PLACE OF BEGINNING; THENCE 30.43 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING \$06°41'35"E 30.41 FEET; THENCE \$10°10'49"E 57.53 FEET; THENCE 42.60 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING \$15°03'41"E 42.54 FEET; THENCE \$19°56'33"E 20.04 FEET; THENCE \$23°26'06"E 47.79 FEET; THENCE 9.09 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING \$24°28'36"E 9.09 FEET; THENCE \$20°11'21"W 29.49 FEET; THENCE \$27°48'39"E 20.00 FEET; THENCE N62°11'21"E 29.49 FEET; THENCE 26.69 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING \$33°09'41"E 26.67 FEET; THENCE \$36°49'13"E 91.46 FEET; THENCE \$55°10'33"W 16.75 FEET; THENCE \$36°49'27"E 20.00 FEET; THENCE \$50°10'33"E 16.74 FEET; THENCE \$53°40'13"E 91.57 FEET; THENCE \$42°47'14"W 225.24 FEET; THENCE \$02°12'45"E 39.76 FEET; THENCE \$42°47'15"W 78.83 FEET; THENCE \$42°47'14"W 225.24 FEET; THENCE \$02°12'45"E 39.76 FEET; THENCE \$42°47'15"W 78.83 FEET; THENCE NA8°18'28"W 15.81 FEET; THENCE N42°10'49"W 96.13 FEET; THENCE \$42°47'15"W 78.83 FEET; THENCE NA8°18'28"W 15.81 FEET; THENCE NA6°11'01"W 16.03 FEET; THENCE N38°02'43"W 131.28 FEET; THENCE N46°54'27"W 69.61 FEET; THENCE N46°16'12"W 79.16 FEET; THENCE \$4.10 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N46°43'17"W 4.10 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N46°43'17"W 4.10 FEET; THENCE N47°10'23"W 132.46 FEET; THENCE N42°9'37"E 50.01 FEET; THENCE N66°9'9'11"E 39.50 FEET; THENCE N42°9'37"E 50.01 FEET; THENCE N66°9'9'11"E 39.50 FEET; THENCE N42°9'37"E 50.01 FEET; THENCE N66°9'9'11"E 39.50 FEET; THENCE N66°9'9'11"E 126.87 FEET; THENCE N66°9'9'11"E 126.87 FEET; THENCE N82°9'10'44"E 7.42 FEET; THE

CLIENT BEZTAK PROPERTIES	JOB: 16000137 DR.	CAD EA-04	PROFESSIONAL SURVEYOR NUMBER 56860
SKETCH AND DESCRIPTION OF A 20' WIDE WATERMAIN EASEMENT LOCATED IN	JR BOOK NA SHEET 07 OF 07 FILE CODE: 160001.	ME PG. NA DATE: 04/23/2018 37EA-04	MICHAEL D. EMBREE
SECTION 7 TOWN 3 SOUTH, RANGE 6 EAST PITTSFIELD TOWNSHIP WASHTENAW COUNTY, MICHIGAN SCALE:	866.850.42 Two To	OWNE SQUARE, SUITE 700 DUTIFIELD, MI 48076 248.447.2000	4001056860 A001056860