

PITTSFIELD CHARTER TOWNSHIP
PUBLIC EASEMENT FOR SANITARY SEWER

This Easement Agreement is made this ____ day of ____, 2022 between 7 Carpenter LLC, a Michigan limited liability company whose address is 31506 Grand River Ave., Farmington Hills, MI 48336 (Grantor), and Pittsfield Charter Township, a Michigan municipal corporation, whose address is 6201 W. Michigan Ave., Ann Arbor, Michigan 48108 (Grantee).

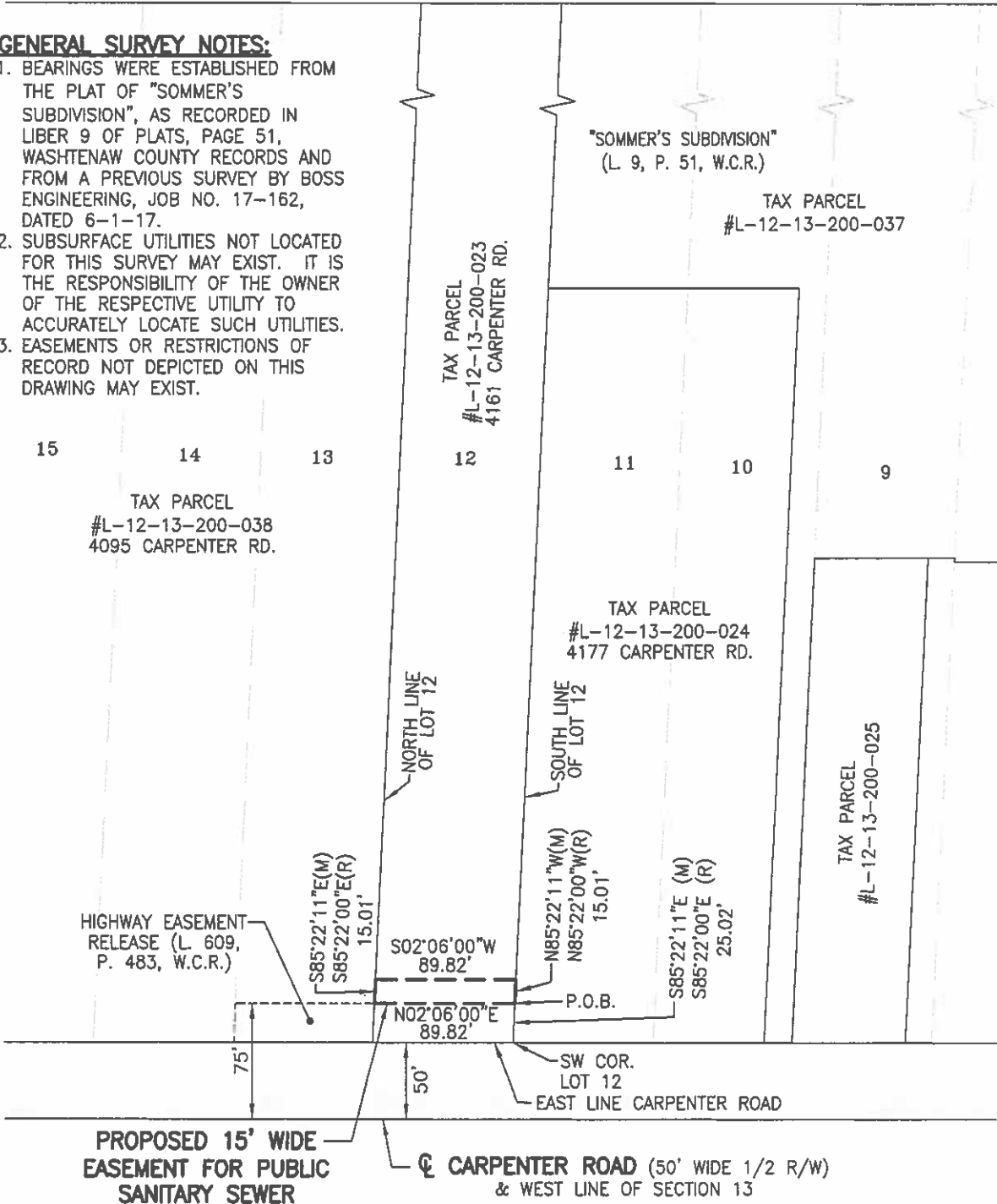
1. Grantor, for and in consideration of the promises contained in this agreement and no monetary consideration, grants unto Grantee, its successors and assigns, a permanent, nonexclusive easement for the purpose of access at any time and to install, construct, operate, inspect, repair, replace, and maintain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



SANITARY EASEMENT

GENERAL SURVEY NOTES:

1. BEARINGS WERE ESTABLISHED FROM THE PLAT OF "SOMMER'S SUBDIVISION", AS RECORDED IN LIBER 9 OF PLATS, PAGE 51, WASHTENAW COUNTY RECORDS AND FROM A PREVIOUS SURVEY BY BOSS ENGINEERING, JOB NO. 17-162, DATED 6-1-17.
2. SUBSURFACE UTILITIES NOT LOCATED FOR THIS SURVEY MAY EXIST. IT IS THE RESPONSIBILITY OF THE OWNER OF THE RESPECTIVE UTILITY TO ACCURATELY LOCATE SUCH UTILITIES.
3. EASEMENTS OR RESTRICTIONS OF RECORD NOT DEPICTED ON THIS DRAWING MAY EXIST.



DESCRIPTION:

PART OF LOT 12 OF "SOMMER'S SUBDIVISION", AS RECORDED IN LIBER 9 OF PLATS, PAGE 51, WASHTENAW COUNTY RECORDS, BEING PART OF THE NORTHWEST 1/4 OF SECTION 13, T3S-R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

BEBOSS
Engineering

Engineers Surveyors Planners Landscape Architects

3121 E. GRAND RIVER AVE.

HOWELL, MI. 48843

517.546.4836 FAX 517.548.1670

CLIENT:
VANSTON/O'BRIEN, INC.

150 0 75 150
SCALE: 1 INCH = 150 FEET

LEGEND
○ = IRON SET
● = IRON FOUND
⊙ = MONUMENT
* = FENCE
(R) = RECORDED
(M) = MEASURED

JOB NO. 21-036-2 DATE 8-2-22
SHEET 1 OF 2 FB CREW DR. AEB CK.

G:\21-036\SURVEY\DWG\21-036-2 EASEMENTS.dwg, 8/2/2022 4:00:09 PM, andy



Grantor

7 Carpenter LLC

By: Gazwhan Ismail
Its. Member

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

Acknowledged before me this 7th day of September, 2022 by Gazwhan Ismail who stated under oath that he is the Member of 7 Carpenter, 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.

Dawn M Policht
NOTARY PUBLIC - MICHIGAN
Washtenaw COUNTY
ACTING IN THE COUNTY OF Washtenaw
MY COMMISSION EXPIRES 07/17/2024

Dawn M Policht
Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires: 7-17-2024

Grantee

Mandy Grewal, Supervisor

Michelle L. Anzaldi, Clerk

STATE OF MICHIGAN)
)ss:
COUNTY OF WASHTENAW)

Acknowledged before me this ____ day of _____, 2022 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: _____

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

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

State Transfer Tax: Exempt MCL 207.526a	Recording Fee: \$30.00
County Transfer Tax: Exempt MCL 207.505a	Tax parcel # L-12-13-200-023

EXHIBIT A

PARCEL DESCRIPTION AND EASEMENT DESCRIPTION

DESCRIPTION OF PARCEL #L-12-13-200-023 PER WASHTENAW COUNTY TAX ROLL:
*OLD SID - L 12-165-007-00 PI 62-12 LOT 12 SOMMER'S SUBDIVISION.

PROPOSED 15 FOOT WIDE EASEMENT FOR PUBLIC SANITARY SEWER:

Part of Lot 12 of "SOMMER'S SUBDIVISION", as recorded in Liber 9 of Plats, Page 51, Washtenaw County Records, being part of the Northwest 1/4 of Section 13, T3S-R6E, Washtenaw County, Michigan, more particularly described as follows: Commencing at the Southwest Corner of Lot 12 of "SOMMER'S SUBDIVISION"; thence along the South line of Lot 12, S 85°22'11" E (recorded as S 85°22'00" E), 25.02 feet, to the POINT OF BEGINNING of the Easement to be described; thence N 02°06'00" E, 89.82 feet; thence along the North line of Lot 12, S 85°22'11" E (recorded as S 85°22'00" E), 15.01 feet; thence S 02°06'00" W, 89.82 feet; thence along the South line of Lot 12, N 85°22'11" W (recorded as N 85°22'00" W), 15.01 feet, to the POINT OF BEGINNING.

Bearings were established from the Plat of "SOMMER'S SUBDIVISION", as recorded in Liber 9 of Plats, Page 51, Washtenaw County Records and a previous survey by Boss Engineering, Job No. 17-162, dated June 1, 2017.

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August 2, 2022

Job Number: 21-036-2
Sheet: 2 OF 2



3121 E. GRAND RIVER
HOWELL, MICHIGAN
517-546-4836
www.bosseng.com



CHRISTOPHER S. FERGUS, P.S.