

CORRECTED PERMANENT EASEMENT

THIS CORRECTED PERMANENT EASEMENT, made this 6th day of October, 2015 by and between **PINE ARBOR CONDOMINIUM, LLC**, a Michigan limited liability company, (hereinafter referred to as "**Grantor**") whose street number and post office address is 19901 Dix Toledo Highway, Brownstown, Michigan, 48183, **AND** the **COUNTY OF WAYNE**, a body corporate and Michigan charter county, on behalf of its Department of Public Services, with offices located at 500 Griswold Street, Detroit, Michigan 48226 (hereinafter referred to as "**Grantee**").

WHEREAS, the Grantor owns certain real property located in the City of Woodhaven, Michigan, being more particularly described in the legal description attached hereto and incorporated herein as Exhibit A (hereinafter referred to as "Grantor's Property"). Grantor's Property is also known as Pine Arbor Condominium, Wayne County Subdivision Plan No. 834, pursuant to a Master Deed recorded in the Wayne County Records at Liber 42258, Pages 71 – 152, inclusive, and as amended by the First Amendment to Master Deed recorded at Liber 47874, Pages 594 – 599, inclusive, and as amended by the Second Amendment to the Master Deed recorded at Liber 48031, Pages 1116 – 1121, inclusive ("Project").

WHEREAS, the Grantee desires to obtain a permanent easement for construction and maintenance of improvements for road purposes in, on, along, over, under, across and through a portion of Grantor's Property that abuts Grantee's county road, currently known as Peters Road ("Permanent Easement"); and

WHEREAS, an easement for sanitary sewer purposes is proposed over and across the westerly five feet (5') of Grantor's Property, as memorialized in the Master Deed, as amended ("Sanitary Easement"); and

WHEREAS, a reserved easement currently exists for storm sewer purposes over and across the Grantor's Property, as memorialized in the Master Deed, as amended, and a Storm Sewer Agreement previously executed between Grantor as successor in interest and the City of Woodhaven ("City"), recorded in Liber 39767, and Pages 68 – 75, inclusive of Wayne County Records and as amended by the Amended Agreement to Reimburse For Maintenance, Repairs, Restoration, and any Necessary Construction of Storm Water Management System recorded at Liber 40296, Pages 321 – 328, inclusive ("Storm Sewer Easement"); and

WHEREAS, this Permanent Easement sought by Grantee will traverse portions of the Storm Sewer Easement and the proposed Sanitary Easement described in the paragraphs hereinabove; and

WHEREAS, the Grantor is willing to grant to the Grantee this Permanent Easement for construction and maintenance of improvements for road purposes in, on, along, over, under, across and through a portion of Grantor's Property; and

WHEREAS, the Grantor previously executed and recorded a document on September 3, 2015 attempting to grant this Permanent Easement recorded at Liber 52428 on Page 1238 of Wayne County Records ("Defective Easement") and there were errors identified in that document; and

NOW THEREFORE, the Grantor, for \$1.00 and other good and valuable consideration, hereby rescinds the Defective Easement and grants to the Grantee a permanent easement for construction and maintenance of improvements for road purposes in, on, along, over, under, across and through a portion of Grantor's Property that abuts the county road currently known as Peters Road, situated in the City of Woodhaven, County of Wayne, State of Michigan, and being more particularly described and depicted on Exhibit B attached hereto and incorporated herein, hereinafter referred to as "Easement Area"). *Exempt from Real Estate Transfer Tax pursuant to MCL 207.526(a)(i), ~~and~~ MCL 207.505(a)(h)*

FURTHER, The Parties acknowledge the proposed installation of a sanitary sewer line to be owned and operated by the City on the Grantor's Property and the proposed Sanitary Easement covering it as depicted on plans incorporated into the Master Deed, as amended. Any additional costs of future maintenance and improvement work on the Permanent Easement associated with a conflict relating to the Sanitary Easement shall be paid by Grantor or its assignee as accepted by Grantee. If any future conflict with the Sanitary Easement requires relocation of the Grantee's Easement Area, Grantor and/or its assignee shall grant all easements necessary for said relocation, and shall pay all costs related to the relocation of the Grantee's Permanent Easement.

FURTHER, The Parties acknowledge the existence of a storm sewer owned and operated by the Pine Arbor Condominium Association ("Pine Arbor") on the Property and the Storm Sewer Easement covering it as depicted on the plans incorporated into the Master Deed, as amended. Grantor warrants that written permission has been or will be obtained from the City and Pine Arbor to encroach the Storm Sewer Easement with the Permanent Easement. A copy of said written permission shall be provided to the Grantee prior to the completion of the Project. Any additional costs of future maintenance and improvement work on the Easement Area associated with a conflict relating to the Storm Sewer Easement shall be paid by Grantor or its assignee as accepted by Grantee. If any future conflict with the Storm Sewer Easement requires relocation of the Grantee's Easement Area, Grantor and/or its assignee shall grant all easements necessary for said relocation, and shall pay all costs related to the relocation of the Grantee's Permanent Easement.

FURTHER, the foregoing Easement is granted to Grantee with the following rights and conditions:

1. Grantee has the right from time to time, and at no additional cost, to make ingress and egress in, on, over, through, under and across the Easement Area ; and
2. Grantee will from time to time, and at no additional cost, construct, maintain, and perform work in the Easement Area.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this document as of the date first written above.

GRANTOR:

Pine Arbor Condominium LLC, a Michigan limited liability company

By: John Policicchio
It's: Authorized Member

By: Michael Schuyler
It's: Authorized Member

Notary Attestation:

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

Subscribed and sworn to me on this 6th day of October, 2015 before me by John Policicchio and Michael Schuyler, as the Authorized Members of, and on behalf of Pine Arbor Condominium LLC, a Michigan limited liability company.

[Signature] /s/

My commission expires: 8/14/2020

Notary Public _____ County, _____

Acting in Wayne County
YOLANDA MCDANIEL
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Aug 14, 2020
ACTING IN COUNTY OF WAYNE

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NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Aug 14, 2020
ACTING IN COUNTY OF _____

Tax Identification Number: (part of) 59-080-01 Condominium Plan No. 834

Instrument drafted by, without opinion of title by: Bryan L. Amann (P36631), 1777 Stonebridge Way Ct. Canton, MI 48188 and Haaris Ahmad, Wayne County Corporation Counsel, 500 Griswold, Detroit, MI 48226

When recorded return to:

S.M. Martin, Wayne County DPS, Real Estate, 400 Monroe Street, Detroit, MI 48226

WARNER, CANTRELL & PADMOS, INC.

CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2

Farmington Hills, MI 48331

Phone: (248) 848-1666

Fax: (248) 848-9896

EXHIBIT A

DESCRIPTION

PINE ARBOR CONDOMINIUM

PART OF THE NORTHWEST 1/4 OF SECTION 28, T.4S., R.10E., CITY OF WOODHAVEN, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, T.4S., R.10E., CITY OF WOODHAVEN, WAYNE COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 28, N 88°12'38" E, 33.01' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 28, N 88°12'38" E, 462.40'; THENCE S 00°50'52" E, 264.00'; THENCE N 88°12'38" E, 165.00'; THENCE S 00°50'52" E, 1045.32'; THENCE S 87°22'50"W, TO THE EASTERLY RIGHT OF WAY LINE OF PETERS ROAD 66.00' WIDE, 630.10'; THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF PETERS ROAD, N00°44'22"W, 1318.49' TO THE POINT OF BEGINNING EXCLUDING THE NORTHERLY 60.00' THEREOF (VAN HORN ROAD) AS RECORDED IN Q.C.D. TO WAYNE COUNTY L.52493, P.105 AND L.52493, P.108, W.C.R., CONTAINING 17.32 ACRES OF LAND AND BEING SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.



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Fax: (248) 848-9896

EXHIBIT B

**10' WIDE EASEMENT
TO WAYNE COUNTY FOR ROAD PURPOSES**

PART OF THE NORTHWEST 1/4 OF SECTION 28, T.4S., R.10E., CITY OF WOODHAVEN, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS:

THE WESTERLY 10.00 FT. OF THE FOLLOWING DESCRIBED PARCEL:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, T.4S., R.10E., CITY OF WOODHAVEN, WAYNE COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 28, N 88°12'38" E, 33.01' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 28, N 88°12'38" E, 462.40'; THENCE S 00°50'52" E, 264.00'; THENCE N 88°12'38"E, 165.00'; THENCE S 00°50'52" E, 1045.32'; THENCE S 87°22'50"W, TO THE EASTERLY RIGHT OF WAY LINE OF PETERS ROAD 66.00' WIDE, 630.10'; THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF PETERS ROAD, N00°44'22"W, 1318.49' TO THE POINT OF BEGINNING EXCLUDING THE NORTHERLY 60.00' THEREOF (VAN HORN ROAD) AS RECORDED IN Q.C.D. TO WAYNE COUNTY L.52493, P.105 AND L.52493, P.108, W.C.R., CONTAINING 17.32 ACRES OF LAND AND BEING SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

SAID EASEMENT FOR ROAD PURPOSES ALSO BEING DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, T.4S., R.10E., CITY OF WOODHAVEN, WAYNE COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 28, N88°12'38"E, 33.01'; THENCE S 00°44'22" E, 60.01' TO THE POINT OF BEGINNING; THENCE N88°12'38"E, 10.00'; THENCE S00°44'22"E, 1258.34'; THENCE S87°22'50"W, 10.01'; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF PETERS ROAD (66' WIDE), N00°44'22"W, 1258.48' TO THE POINT OF BEGINNING CONTAINING APPROXIMATELY 12,584 SQ. FT. OR 0.29 ACRES.



EXHIBIT B

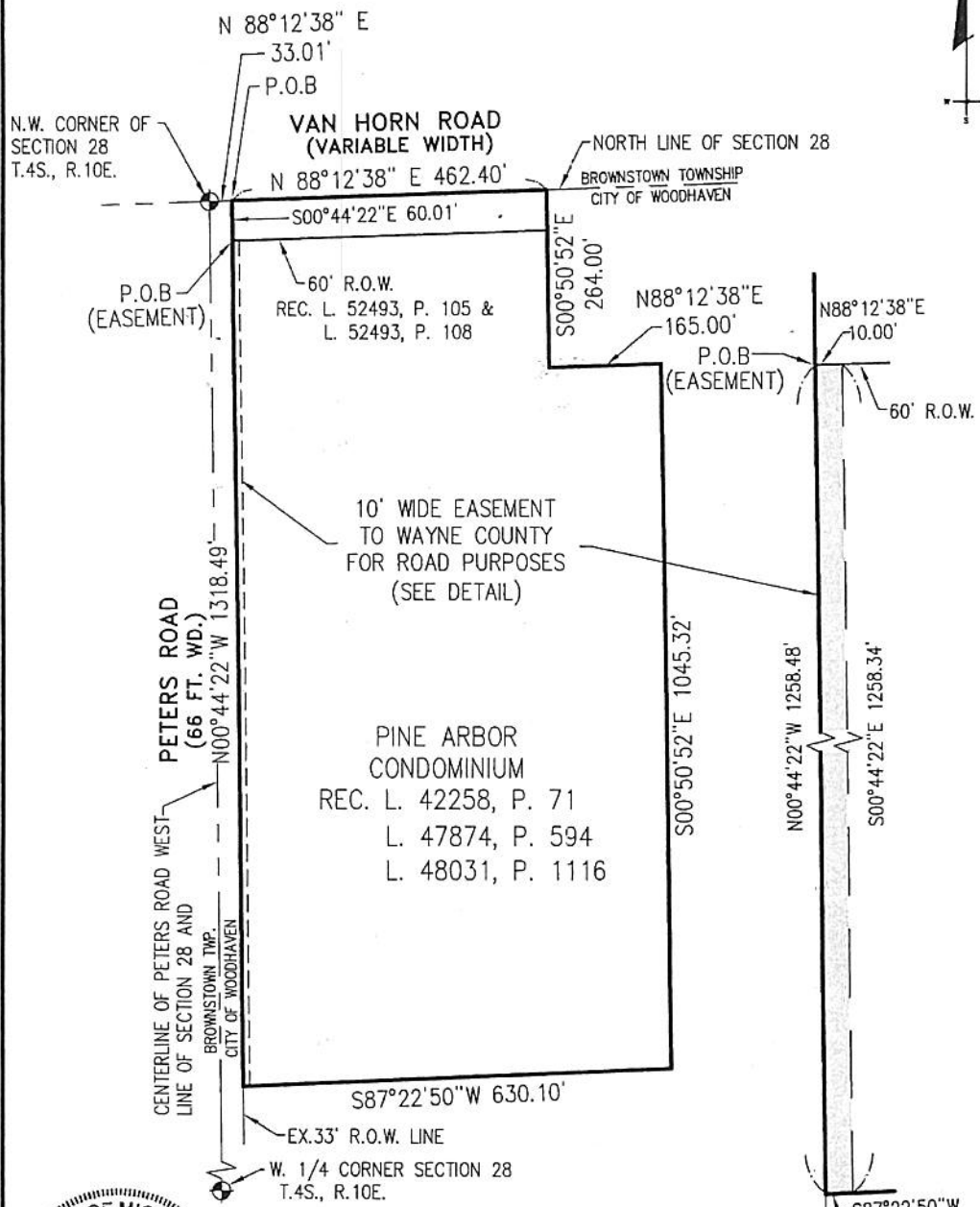


EXHIBIT "B"

PART OF THE N.W. 1/4 OF SECTION 28,
T.4 S., R.10 E., CITY OF WOODHAVEN,
WAYNE COUNTY, MICHIGAN.

DATE: JUNE 25, 2015
REV. 07/27/15, 10/06/15



SCALE: 1" = 200'

FOR: PINE ARBOR CONDOMINIUM, LLC
19901 Dix-Toledo Highway
Brownstown Twp., MI 48183
(734) 479-4450

JOB # 20030306



WARNER, CANTRELL & PADMOS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
27300 HAGGERTY ROAD, SUITE F2
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(248) 848-1666

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