

2015 SEP -3 AM 10:45

Bernard J. Youngblood
Wayne County Register of Deeds

2015331968 L: 52428 P: 1238
09/03/2015 10:46 AM EAS Total Pages: 6



PERMANENT EASEMENT

THIS PERMANENT EASEMENT, made this 3rd day of September, 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.

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

WHEREAS, a reserved easement currently exists for sanitary sewer purposes 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 and Grantee, recorded in Liber 39767, and Pages 68 – 75, inclusive of Wayne County Records ("Storm Sewer Easement"); and

WHEREAS, this Permanent Easement sought by Grantor will traverse portions of the Storm Sewer Easement and the 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 drainage purposes in, on, along, over, under, across and through a portion of Grantor's Property; and

NOW THEREFORE, the Grantor, for \$1.00 and other good and valuable consideration, hereby grants to the Grantee a permanent easement for construction and maintenance of improvements for road sewer and drainage 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").

FURTHER, The Parties acknowledge the existence of a sanitary sewer line owned and operated by the City of Woodhaven on the Property and the Sanitary Easement covering it as depicted on plans incorporated into the Master Deed, as amended. Grantee warrants that written permission has been or will be obtained from the City of Woodhaven to encroach the Sanitary Easement with the Permanent Easement. A copy of said written permission shall be provided to the County prior to the completion of the Project. 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 Grantee or its assignee as accepted by County. If any future conflict with the Sanitary Easement requires relocation of the County's sewer, Grantee and/or its assignee shall grant all easements necessary for said relocation, and shall pay all costs related to the relocation of the County's sewer.

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. Grantee warrants that written permission has been or will be obtained from the City of Woodhaven to encroach the Sanitary Easement with the Permanent Easement. A copy of said written permission shall be provided to the County prior to the completion of the Project. 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 Grantee or its assignee as accepted by County. If any future conflict with the Sanitary Easement requires relocation of the County's sewer, Grantee and/or its assignee shall grant all easements necessary for said relocation, and shall pay all costs related to the relocation of the County's sewer.

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

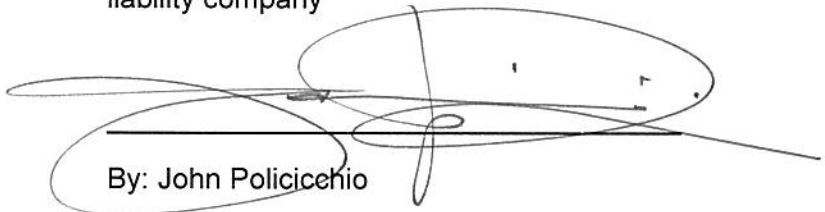
1. Grantee has the right from time to time, and at no additional cost, to make ingress and egress in, on, over, through, under and across the Easement Area of Grantor's Property for maintenance of the sewer in the Easement Area; and
2. Grantee will from time to time, and at no additional cost, perform maintenance of the sewer 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

Notary Attestation:

STATE OF MICHIGAN)
)ss

COUNTY OF WAYNE)

Subscribed and sworn to me on this 30th day of September, 2015 before me by John Policicchio, as the Authorized Member of, and on behalf of Pine Arbor Condominium LLC, a Michigan limited liability company.

[Signature] /s/

My commission expires: 9-21-19

Notary Public Wayne County, Michigan

Acting in Wayne County

EVAN DISTAD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
MY COMMISSION EXPIRES 09/21/2019
Acting in the County of Wayne

Tax Identification Number: (part of) 59-080-99-0003-000

Instrument drafted by, without opinion of title by Bryan L. Amann (P36631), 1777 Stonebridge Way Ct. Canton, MI 48188

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 NORTHEAST 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. CONTAINING 17.96 ACRES, SUBJECT TO THE RIGHT OF THE PUBLIC IN THE NORTHERLY 33.00' VAN HORN ROAD AND ANY EASEMENT AND RESTRICTIONS OF RECORD.

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CIVIL ENGINEERS & LAND SURVEYORS
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Fax: (248) 848-9896

EXHIBIT B

**10' WIDE STORM SEWER EASEMENT
FOR WAYNE COUNTY ROAD DRAINAGE**

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. CONTAINING 17.96 ACRES, SUBJECT TO THE RIGHT OF THE PUBLIC IN THE NORTHERLY 33.00' VAN HORN ROAD AND ANY EASEMENTS AND RESTRICTIONS OF RECORD.

SAID EASEMENT FOR STORM SEWER 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, 33.00' TO THE POINT OF BEGINNING; THENCE N88°12'38"E, 10.00'; THENCE S00°44'22"E, 1285.34'; THENCE S87°22'50"W, 10.01'; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF PETERS ROAD (66' WIDE), N00°44'22"W, 1285.48' TO THE POINT OF BEGINNING CONTAINING APPROXIMATELY 12,854 SQ. FT. OR 0.30 ACRES.



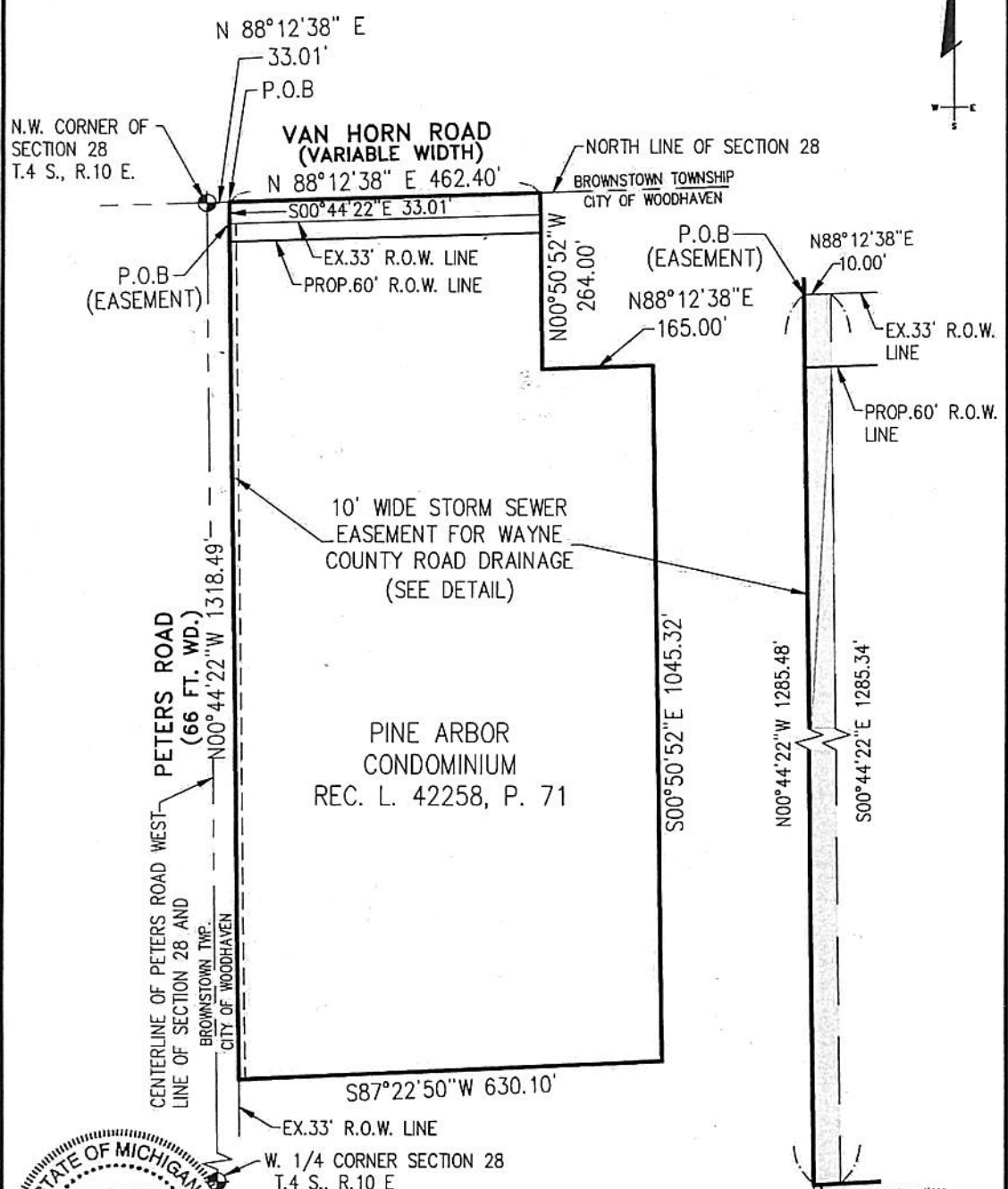


EXHIBIT "B"

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



SCALE: 1"=200'

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

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

WARNER, CANTRELL & PADMOS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
27300 HAGGERTY ROAD, SUITE F2
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JOB # 20030306