

LIBER 3827 PLAT 162

RECORDED
WASHTENAW COUNTY, MI

DEC 4 1 06 PM '98

PEGGY H. HAWES
COUNTY CLERK/REGISTER

-DEED 15.00
8333 0333003 1425 12:58PM 12/04/98
SSRF 2.00
8333 0333003 1425 12:58PM 12/04/98

STORM SEWER AND DETENTION POND AGREEMENT

CW-65756
This Agreement is made on the 23 day of November, 1998, by and between Orchard Place Condominium Association, a Michigan non-profit corporation, hereinafter referred to as "Association", of 866 Brookside Drive, Ann Arbor, Michigan, and Steven D. Pepe and Janet L. Pepe, his wife, hereinafter referred to as "Pepe", of 2018 Pontiac Trail, Ann Arbor, Michigan.

WITNESSETH:

WHEREAS, Tri-Mount/Orchard Place Development Co., Inc., a Michigan corporation, hereinafter referred to as "Tri-Mount", has developed certain property located in the City of Ann Arbor, County of Washtenaw, Michigan, more particularly described as follows:

Commencing at the south 1/4 corner of Section 16, T2S, R6E, Ann Arbor Township, Washtenaw County, Michigan; thence N00°00'33"W 336.98 feet (recorded as N00°00'30"W 337.50 feet) along the north-south 1/4 line of said Section 16 and the east line of Starwick Heights Number 2, as recorded in Liber 11 of Plats, Page 50, Washtenaw County Records, Washtenaw County, Michigan for a Place of Beginning; thence S87°20'40"W 320.63 feet (recorded as S87°17'00"W 320.51 feet) along the north line of said Starwick Heights Number 2; thence N01°53'30"E 414.85 feet (recorded as N01°53'30"E 414.89 feet); thence S87°20'40"W 610.81 feet (recorded as S87°17'00"W 610.00 feet); thence N01°53'30"E 463.24 feet along the centerline of Pontiac Trail and the east line of Huron River Hills, a subdivision recorded in Liber 6 of Plats, Page 47 of said Washtenaw County Records; thence N88°37'10"E 901.58 feet (recorded as N88°37'10"E 900.62 feet); thence S00°00'33"W 856.18 feet (recorded as S00°00'30"W 855.24 feet) along said north-south 1/4 of said Section 16, T2S, R6E, Ann Arbor Township, Washtenaw County, Michigan, and *09-16-300-027*

WHEREAS, Pepe is the owner of certain real property located in the Township of Ann Arbor, County of Washtenaw, Michigan, more particularly described as follows:

Commencing at the South 1/4 corner of Section 16, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence S86°11'40"W 1035.51 feet along the South line of said Section to a point on the centerline of Pontiac Trail; thence N15°27'30"E 365.87 feet along said centerline; thence N00°46'10"E 246.75 feet continuing along said centerline to the Point of Beginning; thence continuing N00°46'10"E 160.00 feet along said centerline; thence N86°11'40"E 610.00 feet; thence S00°46'10"W 414.89 feet; thence S86°11'40"W 260.40 feet; thence N00°46'10"E 250.16 feet; thence S86°58'10"W 349.25 feet to the Point of Beginning. Said parcel of land being part of the Southwest 1/4 of Section 16, T2S, R6E, Ann Arbor Township, Washtenaw County, Michigan, and containing 3.77 acres of land, more or less. Being subject to the rights of the public over the Easterly 33 feet of Pontiac Trail; also being subject to easements and restrictions of record, and *09-16-390-005*

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WHEREAS, as part of the development plans, a private detention pond was constructed on a portion of the above property to control the rate and quantity of surface water runoff, with such detention pond located according to the attached Survey, marked Exhibit A, incorporating a portion of the Pepe property, and

WHEREAS, the parties wish to enter into an agreement for their mutual benefit concerning storm water detention and drainage.

NOW, THEREFORE, in consideration of the respective covenants contained herein, the parties agree as follows:

1. Pepe does hereby grant a permanent easement as diagrammed on Exhibit A, at the northeast corner of the Pepe property to the Association for maintenance of a berm for the storm water detention pond as set forth on the approved site plan for Orchard Place, a site condominium, according to the Master Deed thereof as recorded on March 17, 1992, in Liber 2596, Pages 936 through 991, Washtenaw County Records.
2. This easement right shall also allow a restricted outlet from the storm water detention area to discharge into a french drain or other suitable device which crosses the Pepe property so long as the Association shall engineer and maintain this discharge away from the foundation of the barn on the Pepe property by appropriate diversion methods and to avoid erosion at the discharge or along this device and so long as the Association, its successors and assigns, assume all cost for this work and whatever restoration of the yard and/or environs may be required.
3. Every reasonable effort shall also be made to maintain the limited vehicular access to the north of the Pepe barn, or to tear down and remove/replace the barn, to provide access by motor vehicle from the north side to the east side of the Pepe barn and the east side of the Pepe residence.
4. The discharge outlet of the storm water detention areas shall be designed, constructed and maintained in such a way that the outflow discharge onto the Pepe property, and into the french drain or other device across the Pepe property, shall be at no greater amount and rate of discharge than previously ran through the existing swale on the Pepe property and in no case at a greater rate of discharge than .10 CFS.
5. This construction and maintenance work shall be done in accordance with the drawings prepared by Atwell-Hicks, and shall be subject to the above-restrictions.
6. The Association shall be responsible for all maintenance within the storm water easement and french drain areas, including maintenance to the lawn on and adjacent to the berm and french drain areas and the trees and plantings thereon. If the french drain system is permanently removed or any portions of it are permanently removed by Pepe, his successors or assigns, the Association's maintenance obligation under this Agreement for the portions of the french drain permanently removed shall terminate, including the lawn maintenance on and adjacent to the area of the french drain removed.
7. If the Association does not undertake reasonable maintenance to these areas within thirty (30) days after written notice from Pepe, his successors or assigns, or if the lawn in these areas remains uncut by the Association for a period of more than 14 days during the months of May through October, Pepe, his successors or assigns, may have the work performed, with the reasonable expense thereof to be paid by the Association,

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including any and all expenses of collection, including court costs and attorneys' fees, if the amount is not paid within thirty (30) days of written notice of the amount due.

8. This Agreement binds the parties, their successors and assigns and shall run with the land. This Agreement replaces and supersedes a similar agreement entered into between David R.M. Friedrichs and Kathleen M. Friedrichs, his wife, and Pepe on November 9, 1990, and recorded on November 15, 1990, in Liber 2452, Pages 955 through 959, inclusive, Washtenaw County Records.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day first above written.

WITNESSES:

Orchard Place Condominium Association

John James Reach
John James Reach
Peter J. Anderson
Peter J. Anderson

By: Elizabeth Mericas
Elizabeth Mericas, President

STATE OF MICHIGAN
COUNTY OF WASHTENAW

Subscribed and sworn to before me this 23 day of November, 1998, by Elizabeth Mericas, the President of Orchard Place Condominium Association, a Michigan non-profit corporation, on behalf of said corporation.

John James Reach, Notary Public
Washtenaw County, Michigan
My Commission Expires: 5-23-2001

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WITNESSES:

Penny Wyatt
Penny Wyatt

Steven D. Pepe
Steven D. Pepe

Peter J. Anderson
Peter J. Anderson

Janet L. Pepe
Janet L. Pepe

STATE OF MICHIGAN
COUNTY OF WASHTENAW

Subscribed and sworn to before me this 23 day of November, 1998, by Steven D. Pepe and Janet L. Pepe, his wife.

Peter J. Anderson
Peter J. Anderson, Notary Public
Washtenaw County, Michigan
My Commission Expires: 11/5/2000

This document prepared by and when recorded return to:
Jan James Reach
Reach, Ranney & Carpenter, P.C.
121 W. Washington St., Suite 300
Ann Arbor, Michigan 48104
734/994-1400

Tax Parcel #: 09-16-390-05
cl:orchard-11/23/98

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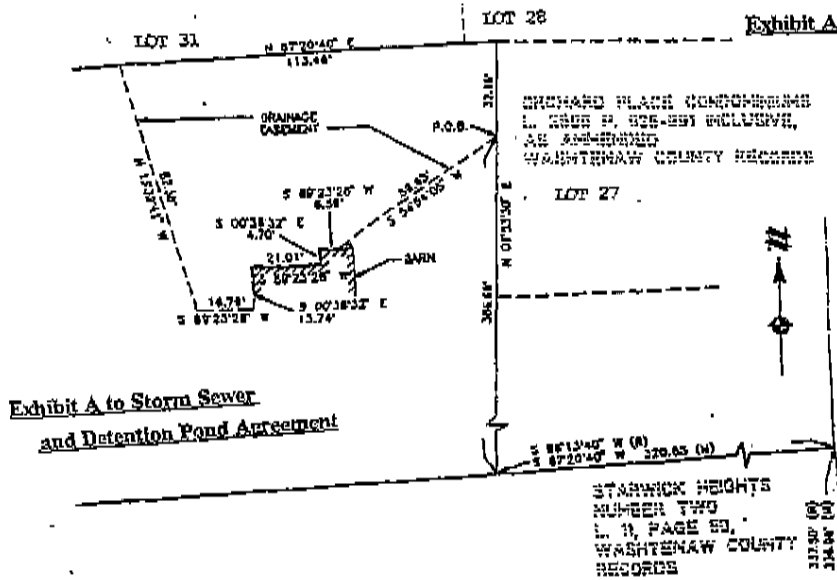


Exhibit A to Storm Sewer and Detention Pond Agreement

DESCRIPTION OF A DRAINAGE EASEMENT ADJACENT TO UNITS 27, 28, AND 31 OF ORCHARD PLACE CONDOMINIUM IN THE SW 1/4 OF SECTION 16, T25, R6E, CITY OF ANN ARBOR FOR TRI-MOUNT/ORCHARD PLACE DEVELOPMENT CO., INC.

Commencing at the South 1/4 Corner of Section 16, T25, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N00°00'33"W 336.98 feet, (recorded as N01°04'30"W 337.50 feet) along the N-S 1/4 line of said Section 16 and the East line of Starwick Heights Number Two, a subdivision as recorded in Liber 2586 of Plots, page 50, Washtenaw County Records; thence S87°20'40"W 320.63 feet, (recorded as S86°13'40"W,) along the North line of said Starwick Heights Number Two, and the South line of Orchard Place, a condominium as recorded in Liber 2586 of Plots, pages 936-991, inclusive, as amended Washtenaw County Records; thence N01°53'30"E 386.69 feet along the West line of said Orchard Place, for a PLACE OF BEGINNING; thence S54°54'05"W 59.63 feet; thence S89°23'28"W 6.59 feet; thence S00°36'32"E 4.70 feet; thence S89°23'28"W 21.01 feet; thence S00°36'32"E 13.74 feet; thence S89°23'28"W 16.79 feet; thence N13°32'41"W 82.38 feet; thence N87°20'40"E 113.46 feet along the South line of said Orchard Place; thence S01°53'30"W 32.15 feet along the West line of said Orchard Place to the Place of Beginning, being a part of the SW 1/4 of said Section 16, containing 0.14 acres more or less.

OWNER TRI-MOUNT/ORCHARD PLACE DEVELOPMENT CO., INC.
SKETCH OF A DRAINAGE EASEMENT ADJACENT TO UNITS 27, 28, AND 31 - ORCHARD PLACE CONDOMINIUM, IN THE SW 1/4 OF
SECTION 16 T25 R6E CITY OF ANN ARBOR WASHTENAW COUNTY

ATWELL-RICKS, INC.	
CIVIL ENGINEERS & SURVEYORS	
215-224-4444 FAX 215-224-1888	
ANN ARBOR MICHIGAN	
DATE	10-5-03
PRICE	3893.18
SCALE	AS SHOWN
PROJECT	13
BY	
CHECKED	

Exhibit A

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