

# Attachment B

McGINTY, HITCH, HOUSEFIELD, PERSON,  
YEADON & ANDERSON, P.C.

MEMORANDUM

TO: East Lansing City Council

FROM: Thomas M. Yeadon, City Attorney *TM*

RE: **ABBOT ROAD RETAINING WALL EASEMENTS EASEMENT**

DATE: September 13, 2012

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I have reviewed the permanent Grants of Easement prepared by the City's Engineering Department and signed by the owners of the property on Abbot Road between Fern Street and Oakhill Avenue. These easements were required for the installation of a new sidewalk and block retaining wall. We have verified with the Michigan Department of Licensing and Regulatory Affairs that Epsilon Rho Alumni Chapter of Sigma Nu Fraternity is a Michigan domestic nonprofit corporation in good standing and Mr. Huffmyer is the proper person to sign the easement on behalf of the corporation. Woodland Pass Equity Company is a Michigan co-partnership registered and in good standing with the Ingham County's Office.

The easements are in a form consistent with those approved by the City in the past and these Grants of Easement are therefore approved as to form and can be accepted by the City upon Council's authorization. Enclosed are the original Grants of Easement which I have approved.

If you have questions or concerns regarding this matter, please feel free to contact me.

bks

Enclosures (4)

cc Steve Roach w/o encs

Ref 052A(2)(10)(13)



## GRANT OF EASEMENT

THIS AGREEMENT made this 6<sup>th</sup> day of July, 2012 by and between Epsilon Rho Alumni Chapter of Sigma Nu Fraternity Inc., a domestic non-profit corporation with offices at 320 Haugh Drive, Pittsburgh, Pennsylvania, 15237, hereinafter called the "Grantor" and the CITY OF EAST LANSING, a Michigan Municipal Corporation, with its principal offices located at 410 Abbot Road, East Lansing, Michigan, 48823, hereinafter called the "Grantee".

WHEREAS, the Grantor owns the following described premises in the city of East Lansing, Ingham County, Michigan:

That part of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 13, Town 4 North, Range 2 West, City of East Lansing, Ingham County Michigan described as: the North 60 feet of Lot 51 Oakwood.

Commonly known as: 533 Abbot Road  
TIN: 33-20-01-13-217-007

AND WHEREAS, the Grantee desires to obtain a permanent easement from the Grantor over, under, across and upon a portion of the above described premises for the installation, maintenance, improvement and/or extension of a public sidewalk and adjoining retaining wall with related appurtenances.

AND WHEREAS, these parties desire to enter into an agreement for a permanent easement for a public sidewalk and adjoining retaining wall with related appurtenances.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ONE: In consideration of the prospective benefits to the Grantor to be derived by reason of the locating, improving, extending and maintaining a public sidewalk and adjoining retaining wall (Exempt under MCL 207.526(f) - State and MCL 207.505(f) - County), the Grantor hereby grants, conveys and warrants to the Grantee, its successors and assigns, a permanent easement for a public sidewalk and adjoining retaining wall, with related appurtenances, over, under, across and upon the following described parcel as shown in Attachment A:

The Easterly six feet of the above described parcel running adjacent and parallel to the existing Westerly right-of-way line of Abbot Road

TWO: Right-of-way across the foregoing premises for ingress and egress to and from said easement is to be provided to the Grantee, and its designee, to allow for the inspection, maintenance, improvement and/or extension of the public sidewalk and adjoining retaining wall.

THREE: The Grantee has the right, pursuant to this Grant of Easement, to cut, trim or remove vegetation, trees, paving materials or other property within said easement parcel for the installation, inspection, maintenance, replacement or improvements of the aforementioned public sidewalk and adjoining retaining wall. All work will be performed in a workmanlike manner and in a manner which will cause the least interference with the surface of the easement area. Lawn areas will be regraded, seeded and mulched and paved areas will be restored, to Grantor's reasonable satisfaction, with standard bituminous or concrete paving to a like condition by the Grantee. Restoration of paved areas which were constructed using special construction techniques (ie. Stamped patterns, colors, special jointing patterns, pavers, etc.) shall be the responsibility of the Grantor. Restoration of all other landscape materials and trees, within the easement area, excluding lawn areas, shall be the responsibility of the Grantor. Restoration of all landscape improvements upon the Grantor's property outside of the easement area, if damaged as a result of construction or related activities by Grantee, shall be restored or replaced to the condition they were prior to being damaged by Grantee and at Grantee's expense and to Grantor's reasonable satisfaction.

FOUR: No structure, fence, public or private utility, other than that described herewith, shall be placed over, under, across or upon the easement without the Grantee's permission. The Grantee has the right, pursuant to this Grant of Easement, to remove any structure, fence or other obstacle placed by Grantor within said easement parcel without the Grantee's permission. Restoration of any structure, fence or other obstacle shall be the responsibility of the Grantor or his assignees.

FIVE: The Grantor hereby indemnifies and holds harmless the Grantee from any damage occurring to structures located within the above described easement as a result of the installation, inspection, maintenance, improvement and/or extension to said public sidewalk and adjoining retaining wall by the Grantee.

SIX: Grantor covenants that it is lawfully seized and possessed of the premises herein described and warrants the Grantor has a good and lawful right to grant and convey the easement described herein and that no persons or other entities have any right, title, or interest in said property.

SEVEN: It is expressly understood and agreed by and between the parties hereto that the

easement and rights herein granted may be assigned by the Grantee to its successors in interest. It is also understood that this agreement constitutes the entire terms and conditions applicable to the easement as agreed upon by the parties hereto, except as stated herein or as may be amended in writing hereafter.

EIGHT: Grantee shall maintain, repair and replace any retaining wall improvements it constructs within the easement.

NINE: Grantee shall indemnify and hold Grantor harmless from all claims and liabilities that may arise from the use of and construction of any retaining wall improvements in the easement by Grantee (except those that may arise from the Grantor's sole negligence). This provision does not give third parties any additional rights or remedies and Grantee does not waive its governmental immunity.

TEN: The permanent easement granted herein will constitute a burden upon and run with the land and shall be binding upon and inure to the benefit of the parties to this instrument, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

"GRANTOR"  
EPSILON RHO ALUMNI CHAPTER OF  
SIGMA NU FRATERNITY INC.

BY: *Timothy C. Huffmyer*  
Timothy C. Huffmyer

ITS: President

STATE OF MICHIGAN)  
                                  ) SS.  
COUNTY OF INGHAM)  
(FOR THE GRANTOR'S SIGNATURE)

Acknowledged before me in Washington county, Pennsylvania, on July 6th, 2012  
by Timothy C. Huffmyer, President, Epsilon Rho Alumni Chapter of Sigma Nu Fraternity Inc.,  
on behalf of the Corporation.

*Kathy A. Bell* \_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Pennsylvania  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kathy A. Bell, Notary Public  
Cecil Twp., Washington County  
My Commission Expires Nov. 20, 2012

**GRANTEE'S ACCEPTANCE**

Grantee hereby accepts the foregoing sidewalk and adjoining wall easement and agrees to abide by all of the terms and conditions thereof.

“GRANTEE”  
CITY OF EAST LANSING

BY: \_\_\_\_\_  
Diane Goddeeris  
Its: Mayor

BY: \_\_\_\_\_  
Marie McKenna  
Its: City Clerk

STATE OF MICHIGAN)  
  )  SS.  
COUNTY OF INGHAM)

Acknowledged before me in Ingham County, Michigan, on \_\_\_\_\_, 2012  
by Diane Goddeeris and Marie McKenna, Mayor and City Clerk, respectively, of the CITY OF  
EAST LANSING, a municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

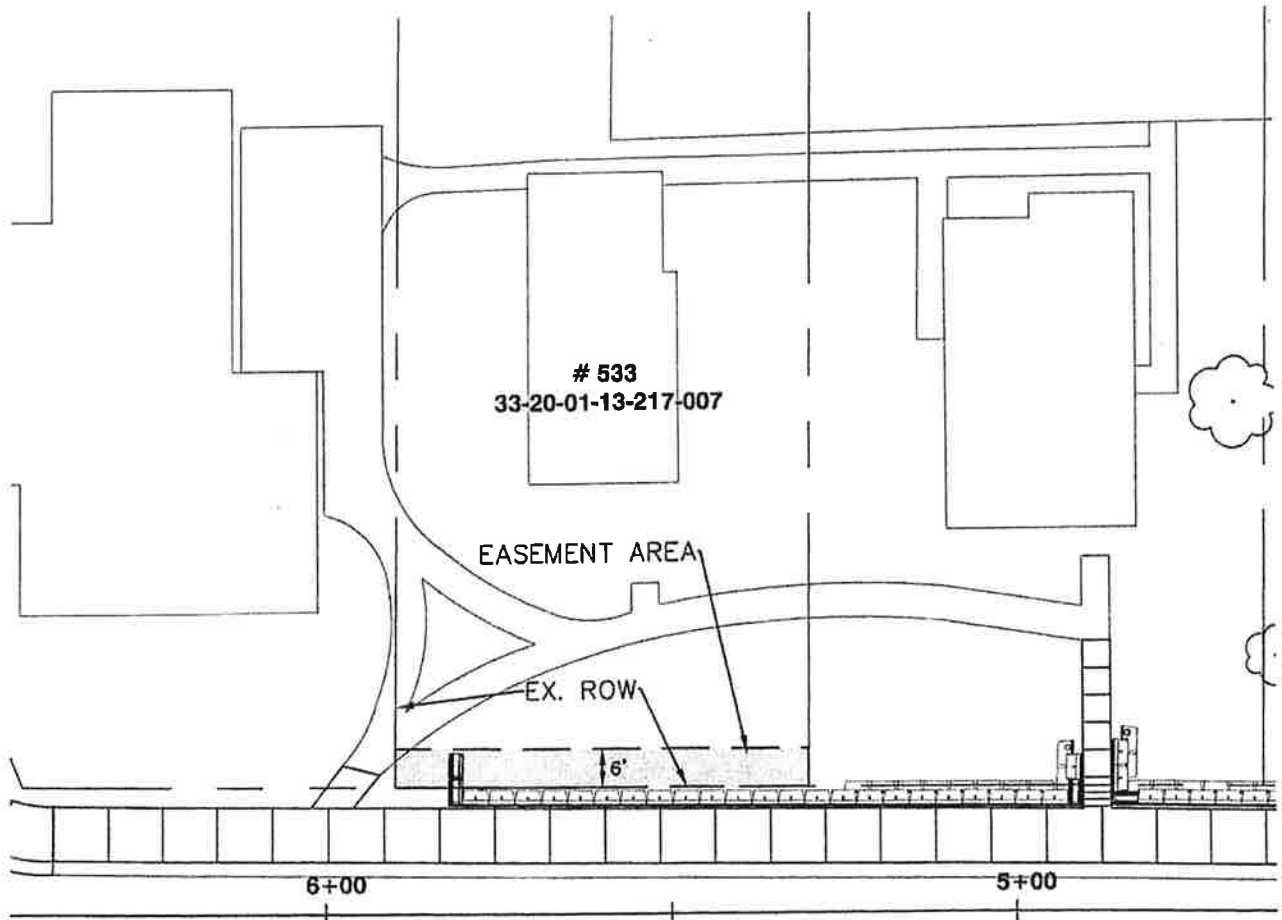
Drafted by  
Approved as to Form:

When recorded, return to:

\_\_\_\_\_  
Thomas M. Yeadon (P38237)  
East Lansing City Attorney  
601 Abbot Road  
East Lansing, Michigan 48823

Thomas M. Yeadon  
East Lansing City Attorney  
601 Abbot Road  
East Lansing, Michigan 48823

ATTACHMENT A:



ABBOT ROAD

CITY OF EAST LANSING  
 DEPARTMENT OF ENGINEERING  
 410 ABBOT ROAD  
 EAST LANSING, MI 48823  
 (517) 337-9459 FAX: (517) 337-3943



PROJECT ABBOT ROAD RETAINING WALL			REVISION
SHEET NAME BLOCK WALL EASEMENT			DATE
DRAWN SDR	CHECKED RML	APPROVED RML	SCALE NONE
DATE 06/20/2012	DATE 06/20/2012	DATE 06/20/2012	SHEET NO. 1 OF 1





## GRANT OF EASEMENT

THIS AGREEMENT made this 6<sup>th</sup> day of July, 2012 by and between Epsilon Rho Alumni Chapter of Sigma Nu Fraternity Inc., a domestic non-profit corporation with offices at 320 Haugh Drive, Pittsburgh, Pennsylvania, 15237, hereinafter called the "Grantor" and the CITY OF EAST LANSING, a Michigan Municipal Corporation, with its principal offices located at 410 Abbot Road, East Lansing, Michigan, 48823, hereinafter called the "Grantee".

WHEREAS, the Grantor owns the following described premises in the city of East Lansing, Ingham County, Michigan:

That part of the East ½ of the Northeast ¼ of Section 13, Town 4 North, Range 2 West, City of East Lansing, Ingham County Michigan described as: Lot 53 Oakwood.

Commonly known as: 541 Abbot Road  
TIN: 33-20-01-13-217-002

AND WHEREAS, the Grantee desires to obtain a permanent easement from the Grantor over, under, across and upon a portion of the above described premises for the installation, maintenance, improvement and/or extension of a public sidewalk and adjoining retaining wall with related appurtenances.

AND WHEREAS, these parties desire to enter into an agreement for a permanent easement for a public sidewalk and adjoining retaining wall with related appurtenances.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ONE: In consideration of the prospective benefits to the Grantor to be derived by reason of the locating, improving, extending and maintaining a public sidewalk and adjoining retaining wall (Exempt under MCL 207.526(f) - State and MCL 207.505(f) - County), the Grantor hereby grants, conveys and warrants to the Grantee, its successors and assigns, a permanent easement for a public sidewalk and adjoining retaining wall, with related appurtenances, over, under, across and upon the following described parcel as shown in Attachment A:

The Easterly ten feet of the above described parcel running adjacent and parallel to the existing Westerly right-of-way line of Abbot Road

TWO: Right-of-way across the foregoing premises for ingress and egress to and from said easement is to be provided to the Grantee, and its designee, to allow for the inspection, maintenance, improvement and/or extension of the public sidewalk and adjoining retaining wall.

THREE: The Grantee has the right, pursuant to this Grant of Easement, to cut, trim or remove vegetation, trees, paving materials or other property within said easement parcel for the installation, inspection, maintenance, replacement or improvements of the aforementioned public sidewalk and adjoining retaining wall. All work will be performed in a workmanlike manner and in a manner which will cause the least interference with the surface of the easement area. Lawn areas will be regraded, seeded and mulched and paved areas will be restored, to Grantor's reasonable satisfaction, with standard bituminous or concrete paving to a like condition by the Grantee. Restoration of paved areas which were constructed using special construction techniques (ie. Stamped patterns, colors, special jointing patterns, pavers, etc.) shall be the responsibility of the Grantor. Restoration of all other landscape materials and trees, within the easement area, excluding lawn areas, shall be the responsibility of the Grantor. Restoration of all landscape improvements upon the Grantor's property outside of the easement area, if damaged as a result of construction or related activities by Grantee, shall be restored or replaced to the condition they were prior to being damaged by Grantee and at Grantee's expense and to Grantor's reasonable satisfaction.

FOUR: No structure, fence, public or private utility, other than that described herewith, shall be placed over, under, across or upon the easement without the Grantee's permission. The Grantee has the right, pursuant to this Grant of Easement, to remove any structure, fence or other obstacle placed by Grantor within said easement parcel without the Grantee's permission. Restoration of any structure, fence or other obstacle shall be the responsibility of the Grantor or his assignees.

FIVE: The Grantor hereby indemnifies and holds harmless the Grantee from any damage occurring to structures located within the above described easement as a result of the installation, inspection, maintenance, improvement and/or extension to said public sidewalk and adjoining retaining wall by the Grantee.

SIX: Grantor covenants that it is lawfully seized and possessed of the premises herein described and warrants the Grantor has a good and lawful right to grant and convey the easement described herein and that no persons or other entities have any right, title, or interest in said property.

SEVEN: It is expressly understood and agreed by and between the parties hereto that the

easement and rights herein granted may be assigned by the Grantee to its successors in interest. It is also understood that this agreement constitutes the entire terms and conditions applicable to the easement as agreed upon by the parties hereto, except as stated herein or as may be amended in writing hereafter.

EIGHT: Grantee shall maintain, repair and replace any retaining wall improvements it constructs within the easement.

NINE: Grantee shall indemnify and hold Grantor harmless from all claims and liabilities that may arise from the use of and construction of any retaining wall improvements in the easement by Grantee (except those that may arise from the Grantor's sole negligence). This provision does not give third parties any additional rights or remedies and Grantee does not waive its governmental immunity.

TEN: The permanent easement granted herein will constitute a burden upon and run with the land and shall be binding upon and inure to the benefit of the parties to this instrument, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

"GRANTOR"  
EPSILON RHO ALUMNI CHAPTER OF  
SIGMA NU FRATERNITY INC.

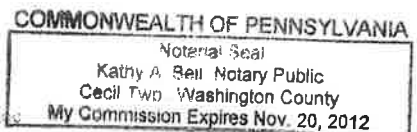
BY: Timothy C. Huffmyer  
Timothy C. Huffmyer

ITS: President

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF INGHAM )  
(FOR THE GRANTOR'S SIGNATURE)

Acknowledged before me in Washington county, Pennsylvania, on July 20th, 2012  
by Timothy C. Huffmyer, President, Epsilon Rho Alumni Chapter of Sigma Nu Fraternity Inc.,  
on behalf of the Corporation.

Kathy A. Bell  
Notary Public  
\_\_\_\_\_ County, Pennsylvania  
My Commission Expires: \_\_\_\_\_



**GRANTEE'S ACCEPTANCE**

Grantee hereby accepts the foregoing sidewalk and adjoining wall easement and agrees to abide by all of the terms and conditions thereof.

**“GRANTEE”  
CITY OF EAST LANSING**

BY: \_\_\_\_\_  
Diane Goddeeris  
Its: Mayor

BY: \_\_\_\_\_  
Marie McKenna  
Its: City Clerk

STATE OF MICHIGAN)  
                                  ) SS.  
COUNTY OF INGHAM)

Acknowledged before me in Ingham County, Michigan, on \_\_\_\_\_, 2012 by Diane Goddeeris and Marie McKenna, Mayor and City Clerk, respectively, of the CITY OF EAST LANSING, a municipal corporation, on behalf of the corporation.

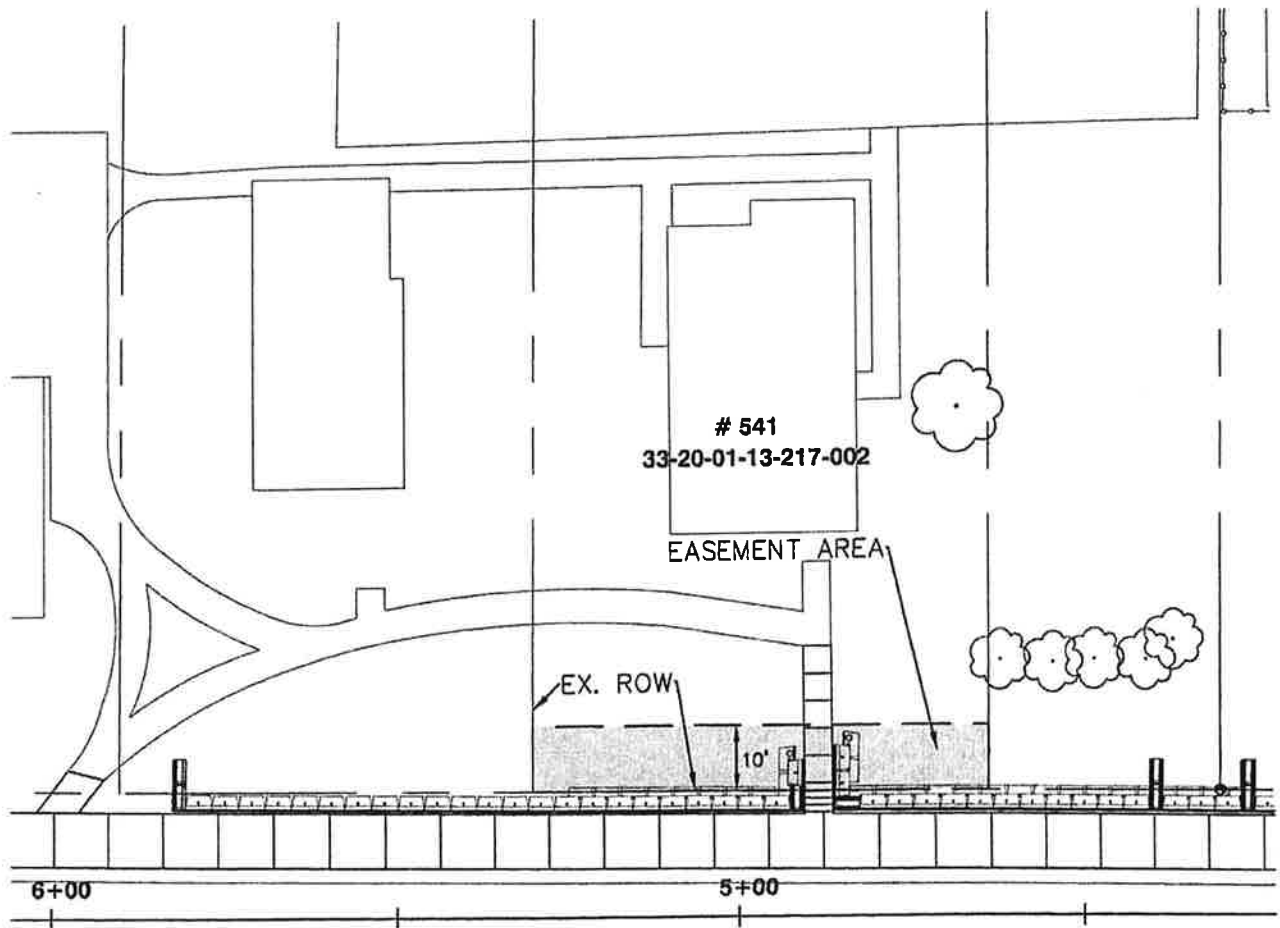
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by  
Approved as to Form:

\_\_\_\_\_  
Thomas M. Yeadon (P38237)  
East Lansing City Attorney  
601 Abbot Road  
East Lansing, Michigan 48823

When recorded, return to:  
Thomas M. Yeadon  
East Lansing City Attorney  
601 Abbot Road  
East Lansing, Michigan 48823

ATTACHMENT A:



ABBOT ROAD

CITY OF EAST LANSING  
 DEPARTMENT OF ENGINEERING  
 410 ABBOT ROAD  
 EAST LANSING, MI 48823  
 (517) 337-9459 FAX: (517) 337-3943



PROJECT ABBOT ROAD RETAINING WALL			REVISION
SHEET NAME BLOCK WALL EASEMENT			DATE
DRAWN SDR	CHECKED RML	APPROVED RML	SCALE NONE
DATE 06/20/2012	DATE 06/20/2012	DATE 06/20/2012	SHEET NO. 1 OF 1



## GRANT OF EASEMENT

THIS AGREEMENT made this 6<sup>th</sup> day of July, 2012 by and between Epsilon Rho Alumni Chapter of Sigma Nu Fraternity Inc., a domestic non-profit corporation with offices at 320 Haugh Drive, Pittsburgh, Pennsylvania, 15237, hereinafter called the "Grantor" and the CITY OF EAST LANSING, a Michigan Municipal Corporation, with its principal offices located at 410 Abbot Road, East Lansing, Michigan, 48823, hereinafter called the "Grantee".

WHEREAS, the Grantor owns the following described premises in the city of East Lansing, Ingham County, Michigan:

That part of the East ½ of the Northeast ¼ of Section 13, Town 4 North, Range 2 West, City of East Lansing, Ingham County Michigan described as: the S ½ of Lot 55 Oakwood.

Commonly known as: (Vacant)

TIN: 33-20-01-13-217-006

AND WHEREAS, the Grantee desires to obtain a permanent easement from the Grantor over, under, across and upon a portion of the above described premises for the installation, maintenance, improvement and/or extension of a public sidewalk and adjoining retaining wall with related appurtenances.

AND WHEREAS, these parties desire to enter into an agreement for a permanent easement for a public sidewalk and adjoining retaining wall with related appurtenances.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ONE: In consideration of the prospective benefits to the Grantor to be derived by reason of the locating, improving, extending and maintaining a public sidewalk and adjoining retaining wall (Exempt under MCL 207.526(f) - State and MCL 207.505(f) - County), the Grantor hereby grants, conveys and warrants to the Grantee, its successors and assigns, a permanent easement for a public sidewalk and adjoining retaining wall, with related appurtenances, over, under, across and upon the following described parcel as shown in Attachment A:



The Easterly five feet of the above described parcel running adjacent and parallel to the existing Westerly right-of-way line of Abbot Road

TWO: Right-of-way across the foregoing premises for ingress and egress to and from said easement is to be provided to the Grantee, and its designee, to allow for the inspection, maintenance, improvement and/or extension of the public sidewalk and adjoining retaining wall.

THREE: The Grantee has the right, pursuant to this Grant of Easement, to cut, trim or remove vegetation, trees, paving materials or other property within said easement parcel for the installation, inspection, maintenance, replacement or improvements of the aforementioned public sidewalk and adjoining retaining wall. All work will be performed in a workmanlike manner and in a manner which will cause the least interference with the surface of the easement area. Lawn areas will be regraded, seeded and mulched and paved areas will be restored, to Grantor's reasonable satisfaction, with standard bituminous or concrete paving to a like condition by the Grantee. Restoration of paved areas which were constructed using special construction techniques (ie. Stamped patterns, colors, special jointing patterns, pavers, etc.) shall be the responsibility of the Grantor. Restoration of all other landscape materials and trees, within the easement area, excluding lawn areas, shall be the responsibility of the Grantor. Restoration of all landscape improvements upon the Grantor's property outside of the easement area, if damaged as a result of construction or related activities by Grantee, shall be restored or replaced to the condition they were prior to being damaged by Grantee and at Grantee's expense and to Grantor's reasonable satisfaction.

FOUR: No structure, fence, public or private utility, other than that described herewith, shall be placed over, under, across or upon the easement without the Grantee's permission. The Grantee has the right, pursuant to this Grant of Easement, to remove any structure, fence or other obstacle placed by Grantor within said easement parcel without the Grantee's permission. Restoration of any structure, fence or other obstacle shall be the responsibility of the Grantor or his assignees.

FIVE: The Grantor hereby indemnifies and holds harmless the Grantee from any damage occurring to structures located within the above described easement as a result of the installation, inspection, maintenance, improvement and/or extension to said public sidewalk and adjoining retaining wall by the Grantee.

SIX: Grantor covenants that it is lawfully seized and possessed of the premises herein described and warrants the Grantor has a good and lawful right to grant and convey the easement described herein and that no persons or other entities have any right, title, or interest in said property.

SEVEN: It is expressly understood and agreed by and between the parties hereto that the

easement and rights herein granted may be assigned by the Grantee to its successors in interest. It is also understood that this agreement constitutes the entire terms and conditions applicable to the easement as agreed upon by the parties hereto, except as stated herein or as may be amended in writing hereafter.

EIGHT: Grantee shall maintain, repair and replace any retaining wall improvements it constructs within the easement.

NINE: Grantee shall indemnify and hold Grantor harmless from all claims and liabilities that may arise from the use of and construction of any retaining wall improvements in the easement by Grantee (except those that may arise from the Grantor's sole negligence). This provision does not give third parties any additional rights or remedies and Grantee does not waive its governmental immunity.

TEN: The permanent easement granted herein will constitute a burden upon and run with the land and shall be binding upon and inure to the benefit of the parties to this instrument, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

“GRANTOR”  
EPSILON RHO ALUMNI CHAPTER OF  
SIGMA NU FRATERNITY INC.

BY: *Timothy C. Huffmyer*  
Timothy C. Huffmyer

ITS: President

STATE OF MICHIGAN)  
) SS.  
COUNTY OF INGHAM)  
(FOR THE GRANTOR'S SIGNATURE)

Acknowledged before me in Washington county, Pennsylvania, on July 6th, 2012 by Timothy C. Huffmyer, President, Epsilon Rho Alumni Chapter of Sigma Nu Fraternity Inc., on behalf of the Corporation.

*Kathy A. Bell* Notary Public  
County, Pennsylvania  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kathy A. Bell, Notary Public  
Cecil Twp., Washington County  
My Commission Expires Nov. 20, 2012

**GRANTEE'S ACCEPTANCE**

Grantee hereby accepts the foregoing sidewalk and adjoining wall easement and agrees to abide by all of the terms and conditions thereof.

"GRANTEE"  
CITY OF EAST LANSING

BY: \_\_\_\_\_  
Diane Goddeeris  
Its: Mayor

BY: \_\_\_\_\_  
Marie McKenna  
Its: City Clerk

STATE OF MICHIGAN)  
  )  SS.  
COUNTY OF INGHAM)

Acknowledged before me in Ingham County, Michigan, on \_\_\_\_\_, 2012  
by Diane Goddeeris and Marie McKenna, Mayor and City Clerk, respectively, of the CITY OF  
EAST LANSING, a municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

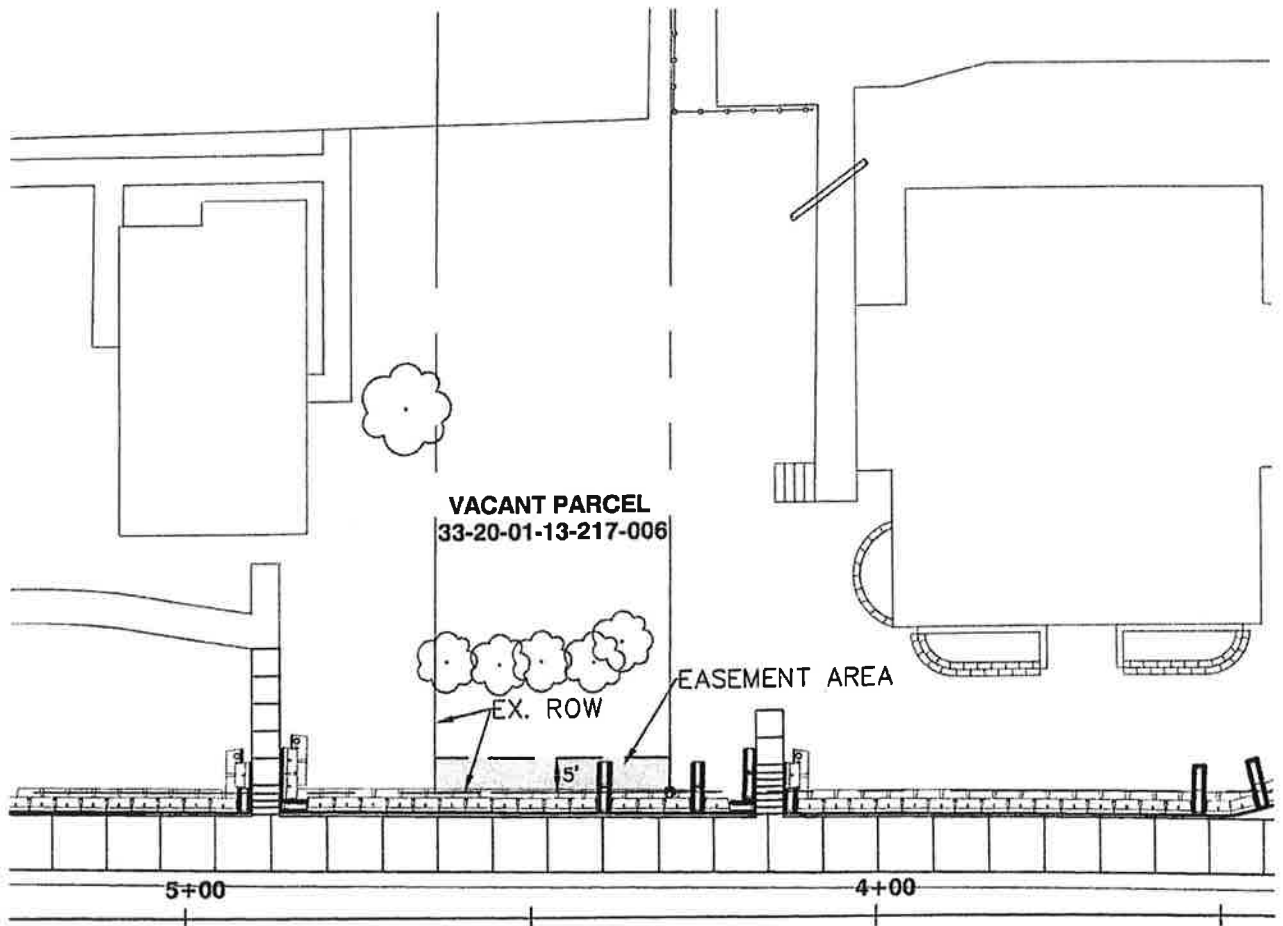
Drafted by  
Approved as to Form:

\_\_\_\_\_  
Thomas M. Yeadon (P38237)  
East Lansing City Attorney  
601 Abbot Road  
East Lansing, Michigan 48823

When recorded, return to:

Thomas M. Yeadon  
East Lansing City Attorney  
601 Abbot Road  
East Lansing, Michigan 48823

ATTACHMENT A:



ABBOT ROAD

CITY OF EAST LANSING  
 DEPARTMENT OF ENGINEERING  
 410 ABBOT ROAD  
 EAST LANSING, MI 48823  
 (517) 337-9459 FAX: (517) 337-3943



PROJECT			ABBOT ROAD RETAINING WALL	REVISION
SHEET NAME			BLOCK WALL EASEMENT	DATE
DRAWN	CHECKED	APPROVED	SCALE	NONE
SDR	RML	RML	SHEET NO.	1 OF 1
DATE	DATE	DATE		
06/20/2012	06/20/2012	06/20/2012		



## GRANT OF EASEMENT

THIS AGREEMENT made this 31<sup>st</sup> day of August, 2012 by and between Woodland Pass Equity Company, a Michigan Co-Partnership, with offices at 601 Abbot Road, East Lansing, Michigan 48823, hereinafter called the "Grantor" and the CITY OF EAST LANSING, a Michigan Municipal Corporation, with its principal offices located at 410 Abbot Road, East Lansing, Michigan, 48823, hereinafter called the "Grantee".

WHEREAS, the Grantor owns the following described premises in the city of East Lansing, Ingham County, Michigan:

That part of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 13, Town 4 North, Range 2 West, City of East Lansing, Ingham County Michigan described as: the N  $\frac{1}{2}$  of Lot 55, Lot 57, and Lot 59 Oakwood.

Commonly known as: 601 Abbot Road

TIN: 33-20-01-13-217-001

AND WHEREAS, the Grantee desires to obtain a permanent easement from the Grantor over, under, across and upon a portion of the above described premises for the installation, maintenance, improvement and/or extension of a public sidewalk and adjoining retaining wall with related appurtenances.

AND WHEREAS, these parties desire to enter into an agreement for a permanent easement for a public sidewalk and adjoining retaining wall with related appurtenances.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ONE: In consideration of the prospective benefits to the Grantor to be derived by reason of the locating, improving, extending and maintaining a public sidewalk and adjoining retaining wall (Exempt under MCL 207.526(f) - State and MCL 207.505(f) - County), the Grantor hereby grants, conveys and warrants to the Grantee, its successors and assigns, a permanent easement for a public sidewalk and adjoining retaining wall, with related appurtenances, over, under, across and upon the following described parcel as shown in Attachment A:

The Easterly eleven feet of the above described parcel running adjacent and parallel to the existing Westerly right-of-way line of Abbot Road.

TWO: Right-of-way across the foregoing premises for ingress and egress to and from said easement is to be provided to the Grantee, and its designee, to allow for the inspection, maintenance, improvement and/or extension of the public sidewalk and adjoining retaining wall.

THREE: The Grantee has the right, pursuant to this Grant of Easement, to cut, trim or remove vegetation, trees, paving materials or other property within said easement parcel for the installation, inspection, maintenance, replacement or improvements of the aforementioned public sidewalk and adjoining retaining wall. All work will be performed in a workmanlike manner and in a manner which will cause the least interference with the surface of the easement area. Lawn areas will be regraded, seeded and mulched and paved areas will be restored with standard bituminous or concrete paving to a like condition by the Grantee. Restoration of paved areas which were constructed using special construction techniques (ie. Stamped patterns, colors, special jointing patterns, pavers, etc.) shall be the responsibility of the Grantor. Restoration of all other landscape materials and trees, excluding lawn areas, shall be the responsibility of the Grantor.

FOUR: No structure, fence, public or private utility, other than that described herewith, shall be placed over, under, across or upon the easement without the Grantee's permission. The Grantee has the right, pursuant to this Grant of Easement, to remove any structure, fence or other obstacle placed by Grantor within said easement parcel without the Grantee's permission. Restoration of any structure, fence or other obstacle shall be the responsibility of the Grantor or his assignees.

FIVE: The Grantor hereby indemnifies and holds harmless the Grantee from any damage occurring to structures located within the above described easement as a result of the installation, inspection, maintenance, improvement and/or extension to said public sidewalk and adjoining retaining wall by the Grantee.

SIX: Grantor covenants that it is lawfully seized and possessed of the premises herein described and warrants the Grantor has a good and lawful right to grant and convey the easement described herein and that no persons or other entities have any right, title, or interest in said property.

SEVEN: It is expressly understood and agreed by and between the parties hereto that the easement and rights herein granted may be assigned by the Grantee to its successors in interest. It is also understood that this agreement constitutes the entire terms and conditions applicable to the easement as agreed upon by the parties hereto, except as stated herein or as may be amended

in writing hereafter.

EIGHT: The permanent easement granted herein will constitute a burden upon and run with the land and shall be binding upon and inure to the benefit of the parties to this instrument, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

“GRANTOR”  
WOODLAND PASS EQUITY  
COMPANY  
BY: Thomas M. Hitch  
Thomas M. Hitch

ITS: Partner

STATE OF MICHIGAN)  
  )   SS.  
COUNTY OF INGHAM)  
(FOR THE GRANTOR’S SIGNATURE)

Acknowledged before me in Ingham county, Michigan, on 8-31, 2012  
by Thomas M. Hitch, Partner, Woodland Pass Equity Company, on behalf of the company.

Diane D. Yeoman  
Diane D. Yeoman Notary Public  
Ingham County, Michigan  
My Commission Expires: 2-26-18

**GRANTEE’S ACCEPTANCE**

Grantee hereby accepts the foregoing sidewalk and adjoining wall easement and agrees to abide by all of the terms and conditions thereof.

“GRANTEE”  
CITY OF EAST LANSING  
BY: \_\_\_\_\_  
Diane Goddeeris  
Its: Mayor

BY: \_\_\_\_\_  
Marie McKenna  
Its: City Clerk



STATE OF MICHIGAN)  
  )  
COUNTY OF INGHAM)

SS.

Acknowledged before me in Ingham County, Michigan, on \_\_\_\_\_, 2012  
by Diane Goddeeris and Marie McKenna, Mayor and City Clerk, respectively, of the CITY OF  
EAST LANSING, a municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan

My Commission Expires: \_\_\_\_\_

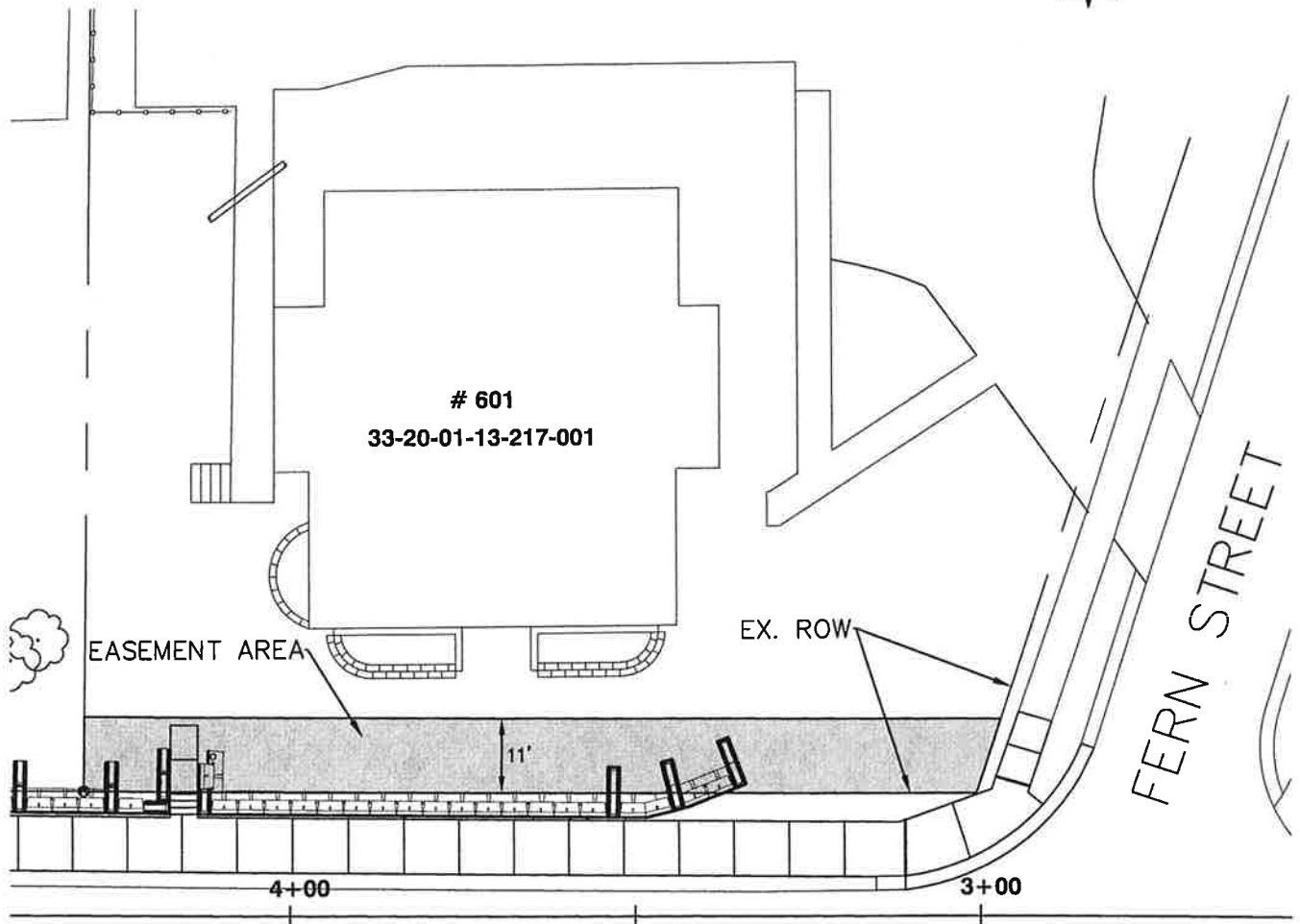
Drafted by  
Approved as to Form:

When recorded, return to:

\_\_\_\_\_  
Thomas M. Yeadon (P38237)  
East Lansing City Attorney  
601 Abbot Road  
East Lansing, Michigan 48823

Thomas M. Yeadon  
East Lansing City Attorney  
601 Abbot Road  
East Lansing, Michigan 48823

ATTACHMENT A:



ABBOT ROAD

CITY OF EAST LANSING  
 DEPARTMENT OF ENGINEERING  
 410 ABBOT ROAD  
 EAST LANSING, MI 48823  
 (517) 337-9459 FAX: (517) 337-3943



PROJECT ABBOT ROAD RETAINING WALL			REVISION
SHEET NAME BLOCK WALL EASEMENT			DATE
DRAWN SDR	CHECKED RML	APPROVED RML	SCALE NONE
DATE 06/25/2012	DATE 06/26/2012	DATE 08/31/2012	SHEET NO. 1 OF 1