

GRANT OF PERMANENT EASEMENTS

This Grant of Permanent Easements (“Agreement”) is entered into effective _____, 2018, by and between **Dexter Community Schools**, a Michigan public school community district, of 7714 Ann Arbor St., Dexter, Michigan 48130 (“DCS”) and the **Board of County Road Commissioners of the County of Washtenaw**, a Michigan municipal body corporate (“WCRC”).

RECITALS:

A. DCS is the owner of the following parcels of real property in the City of Dexter, County of Washtenaw, and State of Michigan:

- (1) 2435 Baker Road
Tax Parcel ID No.: H-08-07-100-002
Legally described as set forth in the attached *Exhibit A*, referenced on that Exhibit as LEGAL DESCRIPTION – PARENT PARCEL H-08-07-100-002 (referenced in this Agreement as the “Field Parcel”); and
- (2) 2505 Baker Road
Tax Parcel ID No.: 08-08-06-400-018
Legally described as set forth in the attached *Exhibit C*, referenced on that Exhibit as LEGAL DESCRIPTION – PARENT PARCEL 08-08-06-400-018 (referenced in this Agreement as the “2505 Baker Rd. Parcel”)

The Field Parcel and the 2505 Baker Rd. Parcel are collectively referenced in this Agreement as the DCS Parcels.

B. WCRC is engaged in a project for improvements to intersections on Baker Road, in Washtenaw County, Michigan, including: (1) the intersection of Baker Road and Dan Hoey Road (the “Dan Hoey Road Intersection”); and (2) the intersection of Baker Road and Shield Road (the “Shield Road Intersection”).

C. WCRC desires to acquire from DCS certain permanent road and sidewalk easements, which are necessary to the Dan Hoey Road Intersection and Shield Road Intersection improvements. WCRC has offered to pay DCS the appraised just compensation value of the easements, and DCS has accepted the offers.

NOW, THEREFORE, for good and valuable compensation, the receipt of which is acknowledged,

IT IS AGREED AS FOLLOWS:

1. Grant of Easements. DCS grants to WCRC the following permanent easements:
 - A. A permanent easement for highway purposes over that portion of the Field Parcel identified on the attached Exhibit A as LEGAL DESCRIPTION – RIGHT OF WAY “A”;
 - B. A permanent easement for highway purposes over that portion of the Field Parcel identified on the attached Exhibit A as “LEGAL DESCRIPTION – RIGHT OF WAY “B”;
 - C. A permanent easement for sidewalk purposes over that portion of the Field Parcel identified on the attached Exhibit B as “LEGAL DESCRIPTION – SIDEWALK EASEMENT”; and
 - D. A permanent easement for highway purposes over that portion of the 2505 Baker Rd. Parcel identified on the attached Exhibit C as “LEGAL DESCRIPTION -- RIGHT OF WAY.”
2. To the extent not precluded by governmental immunity or other defenses, rights or privileges available in law or in equity, WCRC agrees to be responsible for any claims, liabilities or damages occurring as a result of the actions and activities of WCRC pursuant to this Agreement, or the negligence of WCRC in exercising its rights hereunder, provided, however, that WCRC shall not be responsible for any claims, liabilities or damages resulting from the willful or gross negligent actions of DCS.
3. Covenants Running with the Land. The permanent easements granted by this Agreement shall run with the land. The easement and provisions of this Agreement shall be binding upon the owner(s) of the DCS Parcels, and shall inure to the benefit of and be enforceable by WCRC or its successors in interest, and shall continue in full force and effect in perpetuity.
4. Modifications in Writing. No agreement shall be effective to add to, change, modify or waive or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by the parties or their successors in interest.

IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

WITNESSED:

DEXTER COMMUNITY SCHOOLS

By: _____
Name:
Its:

BOARD OF COUNTY ROAD
COMMISSIONERS OF WASHTENAW
COUNTY, a Michigan municipal body corporate

By: _____
Roy Townsend, Managing Director

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me on _____, 2018, by
_____, the _____ for the Dexter Community
Schools.

_____, Notary Public
_____ County, Michigan
Acting in _____ County
My commission expires: _____

STATE OF MICHIGAN, COUNTY OF WASHTENAW

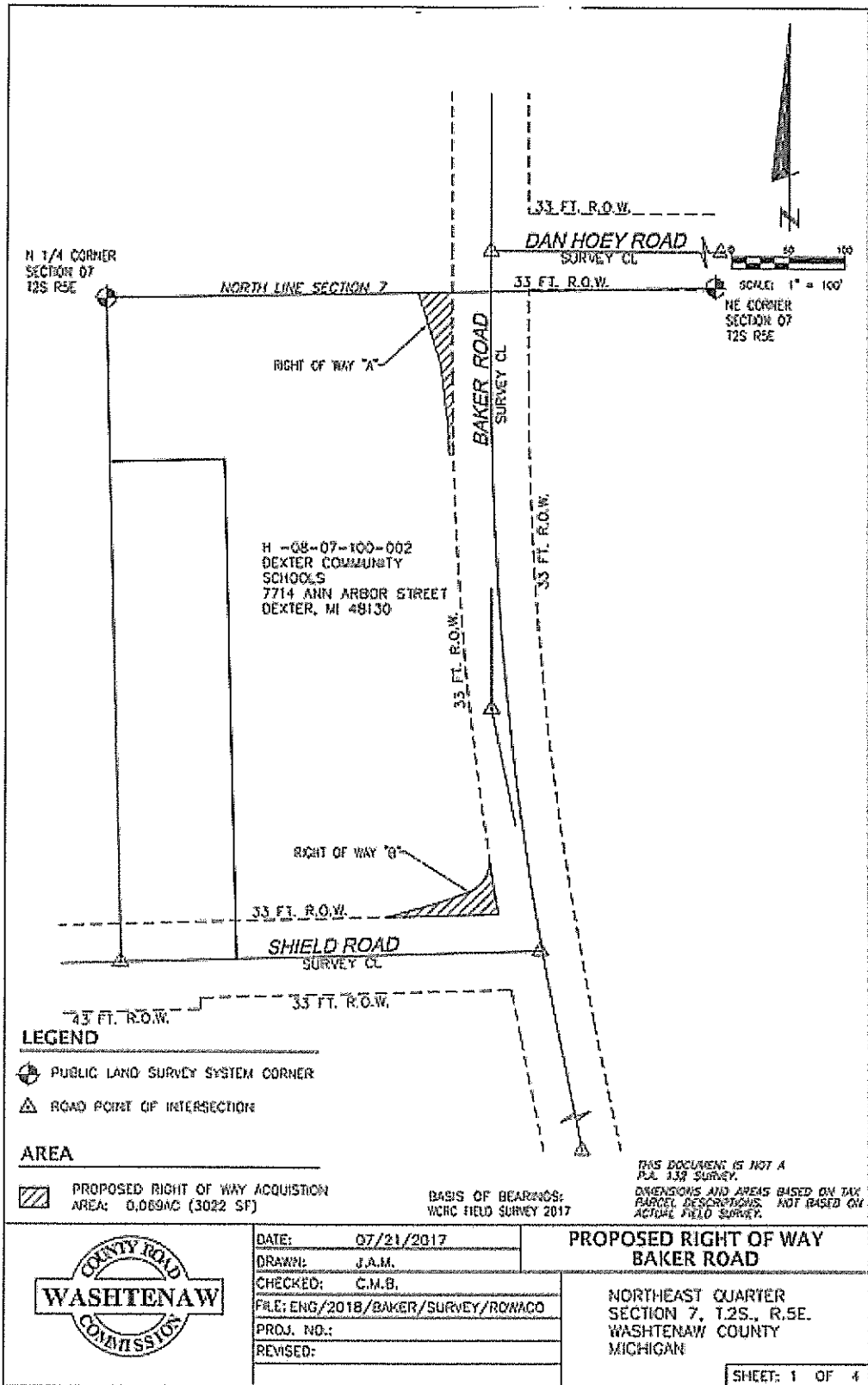
The foregoing instrument was acknowledged before me on _____, 2018, by Roy
Townsend, Managing Director of the Board of County Road Commissioners of Washtenaw County.

_____, Notary Public
_____ County, Michigan
Acting in _____ County
My commission expires: _____

This document prepared by and when recorded return to:
Marjorie M. Dixon (P44093)
Conlin, McKenney & Philbrick, P.C.
350 S. Main St., Suite 400
Ann Arbor, Michigan 48104-2131
(734) 761-9000

Tax Parcel Nos.: H-08-07-100-002; and H-08-08-06-400-018
Recording Fee: \$30.00

30547990.2\022912-00043



LEGAL DESCRIPTION - PARENT PARCEL H-08-07-100-002

BEGINNING AT THE NORTH QUARTER POST OF SECTION 7, THENCE S00°32'30"E 142.10 FEET; THENCE N89°22'30"E 100.00 FEET; THENCE S00°32'30"E 438.80 FEET; THENCE N 89°22'30"E 264.70 FEET; THENCE NLY IN THE CENTERLINE OF BAKE ROAD TO THE NORTH LINE OF SECTION; THENCE N88°51'30"W 333.50 FEET TO THE POINT OF BEGINNING; PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, 3.00 ACRES
 BASIS OF BEARINGS:
 WASHTENAW COUNTY G.I.S. PARCEL REPORT GENERATED ON 07-21-2017

LEGAL DESCRIPTION - RIGHT OF WAY "A"

A RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE ALONG THE NORTH LINE OF SAID SECTION N88°53'26"E 271.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION, N89°03'26"E 29.84 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD; THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, S00°08'55"E 73.12 FEET; THENCE CONTINUING ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, 67.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2899.04 FEET, CENTRAL ANGLE OF 01°13'40", AND LONG CHORD WHICH BEARS S00°46'45"E 67.17 FEET; THENCE S88°27'57"W 4.00 FEET; THENCE N01°11'16"W 20.80 FEET; THENCE N06°44'30"W 68.61 FEET; THENCE N47°34'51"W 83.61 FEET TO THE POINT OF BEGINNING. SAID RIGHT OF WAY CONTAINING 0.039 ACRES (1718 SQUARE FEET) OF LAND, MORE OR LESS, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BASIS OF BEARINGS:
 WORC FIELD SURVEY 2017

LEGAL DESCRIPTION - RIGHT OF WAY "B"

A RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE S01°26'05"E 142.10 FEET; THENCE N88°28'55"E 100.00 FEET; THENCE S01°26'05"E 402.63 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, THENCE ALONG THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, N88°23'01"E 130.08 FEET TO THE POINT OF BEGINNING; THENCE 72.89 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 591.00 FEET, CENTRAL ANGLE OF 7°02'27", AND LONG CHORD WHICH BEARS N72°56'05"E 72.95 FEET; THENCE 26.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 29.80 FEET, CENTRAL ANGLE OF 61°37'23", AND LONG CHORD WHICH BEARS N43°36'10"E 28.28 FEET; THENCE 6.11 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, SAID CURVE HAVING A RADIUS OF 59.00 FEET, CENTRAL ANGLE OF 7°52'48", AND LONG CHORD WHICH BEARS N13°5'10"E 8.11 FEET; THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, 45.41 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, SAID CURVE HAVING A RADIUS OF 2899.04 FEET, CENTRAL ANGLE OF 00°53'51", AND LONG CHORD WHICH BEARS S08°57'48"E 45.41 FEET; THENCE ALONG THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, S88°23'01"W 86.21 FEET TO THE POINT OF BEGINNING, SAID RIGHT OF WAY CONTAINING 0.838 ACRES (1303 SQUARE FEET) OF LAND, MORE OR LESS, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BASIS OF BEARINGS:
 WORC FIELD SURVEY 2017

THIS DOCUMENT IS NOT A
 P.A. 132 SURVEY.

DIMENSIONS AND AREAS BASED ON TAX
 PARCEL DESCRIPTIONS; NOT BASED ON
 ACTUAL FIELD SURVEY.



DATE:	07/21/2017
DRAWN:	J.A.M.
CHECKED:	C.M.B.
FILE:	ENG/2018/BAKER/SURVEY/ROWACQ
PROJ. NO.:	
REVISED:	

**PROPOSED RIGHT OF WAY
 BAKER ROAD**

NORTHEAST QUARTER
 SECTION 7, T.2S., R.5E.
 WASHTENAW COUNTY
 MICHIGAN

SHEET: 4 OF 4

LEGAL DESCRIPTION - PARENT PARCEL H -08-07-100-002

BEGINNING AT THE NORTH QUARTER POST OF SECTION 7, THENCE S00°32'30"E 142.10 FEET; THENCE N89°22'30"E 100.00 FEET; THENCE S00°32'30"E 435.60 FEET; THENCE N 89°22'30"E 264.70 FEET; THENCE NLY IN THE CENTERLINE OF BAKER ROAD TO THE NORTH LINE OF SECTION; THENCE N88°51'30"W 333.60 FEET TO THE POINT OF BEGINNING; PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, 3.00 ACRES
 BASIS OF BEARINGS:
 WASHTENAW COUNTY G.A.S. PARCEL REPORT GENERATED ON 07-21-2017

LEGAL DESCRIPTION - SIDEWALK EASEMENT

A SIDEWALK EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

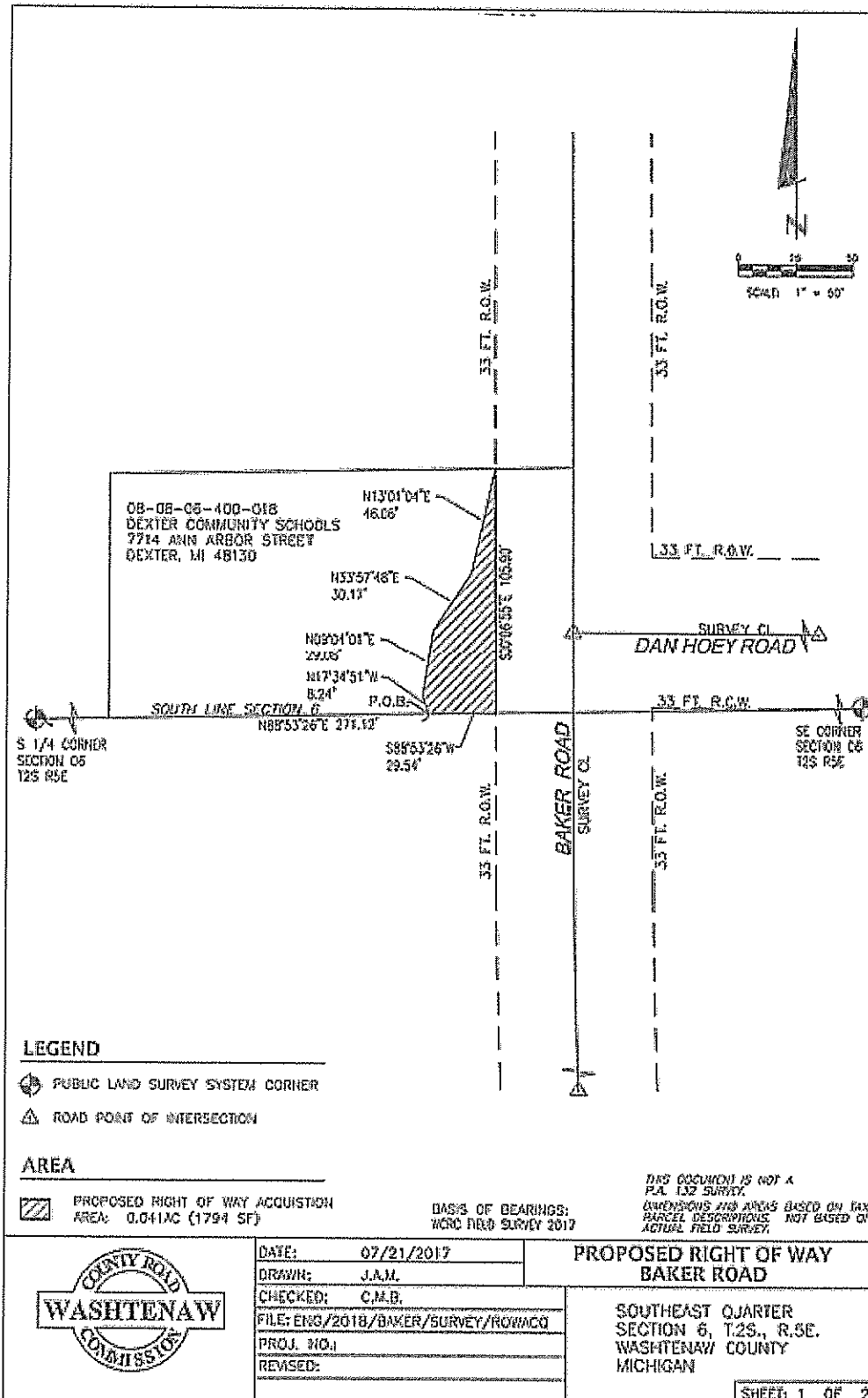
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE S01°28'05"E 142.10 FEET; THENCE N88°28'55"E 100.00 FEET; THENCE S01°28'05"E 402.63 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, THENCE ALONG THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, N88°23'01"E 130.08 FEET TO THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD; THENCE ALONG THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, 42.20 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 894.00 FEET, CENTRAL ANGLE OF 4°04'13", AND LONG CHORD WHICH BEARS N74°25'42"E 42.19 FEET, TO THE POINT OF BEGINNING; THENCE N10°07'51"W 7.08 FEET, THENCE 29.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 587.00 FEET, CENTRAL ANGLE OF 2°52'50", AND LONG CHORD WHICH BEARS N70°51'17"E 29.51 FEET; THENCE 19.82 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 22.00 FEET, CENTRAL ANGLE OF 61°37'23", AND LONG CHORD WHICH BEARS N43°36'10"E 19.16 FEET; THENCE 23.50 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 62.00 FEET, CENTRAL ANGLE OF 25°53'14", AND A LONG CHORD WHICH BEARS N04°50'42"E 23.30 FEET; THENCE N08°08'05"W 36.43 FEET; THENCE 63.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 523.00 FEET, CENTRAL ANGLE OF 6°58'09", AND LONG CHORD WHICH BEARS N04°36'30"W 63.73 FEET; THENCE N01°06'55"W 21.11 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, 139.28 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT TO THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, SAID CURVE HAVING A RADIUS OF 2669.04 FEET, CENTRAL ANGLE OF 2°45'08", AND LONG CHORD WHICH BEARS S07°08'16"E 139.25 FEET; THENCE ALONG THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, 8.11 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 69.00 FEET, CENTRAL ANGLE OF 7°52'48", AND LONG CHORD WHICH BEARS S13°01'05"W 8.11 FEET THENCE CONTINUING ALONG THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, 28.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 29.00 FEET, CENTRAL ANGLE OF 51°37'23", AND LONG CHORD WHICH BEARS S43°38'10"W 25.25 FEET; THENCE CONTINUING ALONG THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, 30.80 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 694.00 FEET, CENTRAL ANGLE OF 2°58'14", AND LONG CHORD WHICH BEARS S70°53'58"W 30.79 FEET, TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 804 SQUARE FEET (0.021 ACRES OF LAND, MORE OR LESS, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

THIS DOCUMENT IS NOT A P.L. 112 SURVEY.

DIMENSIONS AND AREAS BASED ON TAX PARCEL DESCRIPTIONS, NOT BASED ON ACTUAL FIELD SURVEY.



DATE:	07/21/2017	PROPOSED SIDEWALK EASEMENT BAKER ROAD
DRAWN:	J.A.M.	
CHECKED:	C.M.B.	
FILE:	ENC/2018/BAKER/SURVEY/ROWAC0	
PROJ. NO.:		
REVISED:		NORTHEAST QUARTER SECTION 7, T.2S., R.5E. WASHTENAW COUNTY MICHIGAN
		SHEET: 2 OF 2



LEGAL DESCRIPTION - PARENT PARCEL 08-08-06-400-018

COMMENCING AT THE SOUTH QUARTER POST OF SECTION, THENCE N88°09'30"E 133.47 FEET ALONG THE SOUTH LINE OF SECTION FOR A PLACE OF BEGINNING; THENCE N88°09'30"E 200.00 FEET; THENCE N00°53'00"W 105.9 FEET; THENCE S88°09'30"W 200.00 FEET; THENCE S00°53'00"W 105.9 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWN 2 SOUTH RANGE 5 EAST, 0.49 ACRES,
 BASIS OF BEARINGS:
 WASHTENAW COUNTY G.L.S. PARCEL REPORT GENERATED ON 07-21-2017

LEGAL DESCRIPTION - RIGHT OF WAY

A RIGHT OF WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWN 2 SOUTH, RANGE 5 EAST, CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE N88°53'26"E 271.12 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE N17°34'51"W 8.24 FEET; THENCE N09°04'01"E 29.08 FEET; THENCE N33°57'46"E 30.17 FEET; THENCE N13°01'04"E 45.06 FEET TO THE NORTH LINE OF THE SUBJECT PROPERTY AND THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD; THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, S00°08'58"E 105.90 FEET TO THE SOUTH LINE OF THE SUBJECT PROPERTY AND SOUTH LINE OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SECTION AND SUBJECT PROPERTY, S88°53'26"W 29.84 FEET TO THE POINT OF BEGINNING. SAID RIGHT OF WAY CONTAINING 1794 SQUARE FEET (0.041 ACRES) OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
 BASIS OF BEARINGS:
 WCRS FIELD SURVEY 2017

DIMENSIONS AND AREAS BASED ON TAX PARCEL DESCRIPTIONS. NOT BASED ON ACTUAL FIELD SURVEY.
 THIS DOCUMENT IS NOT A P.L. L.S. SURVEY



DATE:	07/21/2017
DRAWN:	J.A.M.
CHECKED:	C.M.B.
FILE:	EMG/2018/BAKER/SURVEY/ROWACO
PROJ. NO.:	
REVISED:	

**PROPOSED RIGHT OF WAY
 BAKER ROAD**

SOUTHEAST QUARTER
 SECTION 6, T.2S., R.5E.
 WASHTENAW COUNTY
 MICHIGAN

SHEET: 2 OF 2

GRANT OF TEMPORARY CONSTRUCTION EASEMENTS

This Grant of Temporary Construction Easements (“Agreement”) is entered into effective January ____, 2018, by and between **Dexter Community Schools**, a Michigan public school community district, of 7714 Ann Arbor St., Dexter, Michigan 48130 (“DCS”) and the **Board of County Road Commissioners of the County of Washtenaw**, a Michigan municipal body corporate (“WCRC”).

RECITALS:

A. DCS is the owner of the following parcels of real property in the City of Dexter, County of Washtenaw, and State of Michigan:

- (1) 2435 Baker Road
Tax Parcel ID No.: H-08-07-100-002
Legally described as set forth in the attached *Exhibit A*, referenced on that Exhibit as LEGAL DESCRIPTION – PARENT PARCEL H-08-07-100-002 (referenced in this Agreement as the “Field Parcel”); and
- (2) 2505 Baker Road
Tax Parcel ID No.: 08-08-06-400-018
Legally described as set forth in the attached *Exhibit B*, referenced on that Exhibit as LEGAL DESCRIPTION – PARENT PARCEL 08-08-06-400-018 (referenced in this Agreement as the “2505 Baker Rd. Parcel”)

The Field Parcel and the 2505 Baker Rd. Parcel are collectively referenced in this Agreement as the DCS Parcels.

B. WCRC is engaged in a project for improvements to intersections on Baker Road, in Washtenaw County, Michigan, including: (1) the intersection of Baker Road and Dan Hoey Road (the “Dan Hoey Road Intersection”); and (2) the intersection of Baker Road and Shield Road (the “Shield Road Intersection”).

C. WCRC desires to acquire from DCS certain temporary construction easements, which are necessary to the Dan Hoey Road Intersection and Shield Road Intersection improvements. WCRC has offered to pay DCS the appraised just compensation value of the easements, and DCS has accepted the offers.

NOW, THEREFORE, for good and valuable compensation, the receipt of which is acknowledged,

IT IS AGREED AS FOLLOWS:

1. Grant of Temporary Construction Easements. DCS grants to WCRC the following temporary easements:

- A. A temporary easement for construction purposes over that portion of the Field Parcel identified on the attached Exhibit C;
- B. A temporary easement for construction purposes over that portion of the 2505 Baker Rd. Parcel identified on the attached Exhibit C.

C. In no event shall WCRC use any property of DCS outside the Easement Areas described herein for any purpose including the storage of materials, soils or parking to equipment.

2. Duration of Construction Easements. The temporary construction easements granted by this Agreement shall terminate upon the completion of construction of the Dan Hoey Road Intersection and Shield Road Intersection Improvements.

3. Activities. To the extent not precluded by governmental immunity or other defenses, rights or privileges available in law or in equity, WCRC agrees to be responsible for any claims, liabilities or damages occurring as a result of the actions and activities of WCRC pursuant to this Agreement, or the negligence of WCRC in exercising its rights hereunder, provided, however, that WCRC shall not be responsible for any claims, liabilities or damages resulting from the willful or gross negligent actions of DCS.

4. Restoration. WCRC shall, at its sole cost and expense, restore the Easement Areas to a condition equal to or better than existed before WCRC entry therein which Restoration obligation shall include replacing all trees and landscaping damaged and/or removed as a result of the activities of WCRC hereunder.

5. Modifications in Writing. No agreement shall be effective to add to, change, modify or waive or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by the parties or their successors in interest.

IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

WITNESSED:

DEXTER COMMUNITY SCHOOLS

By: _____

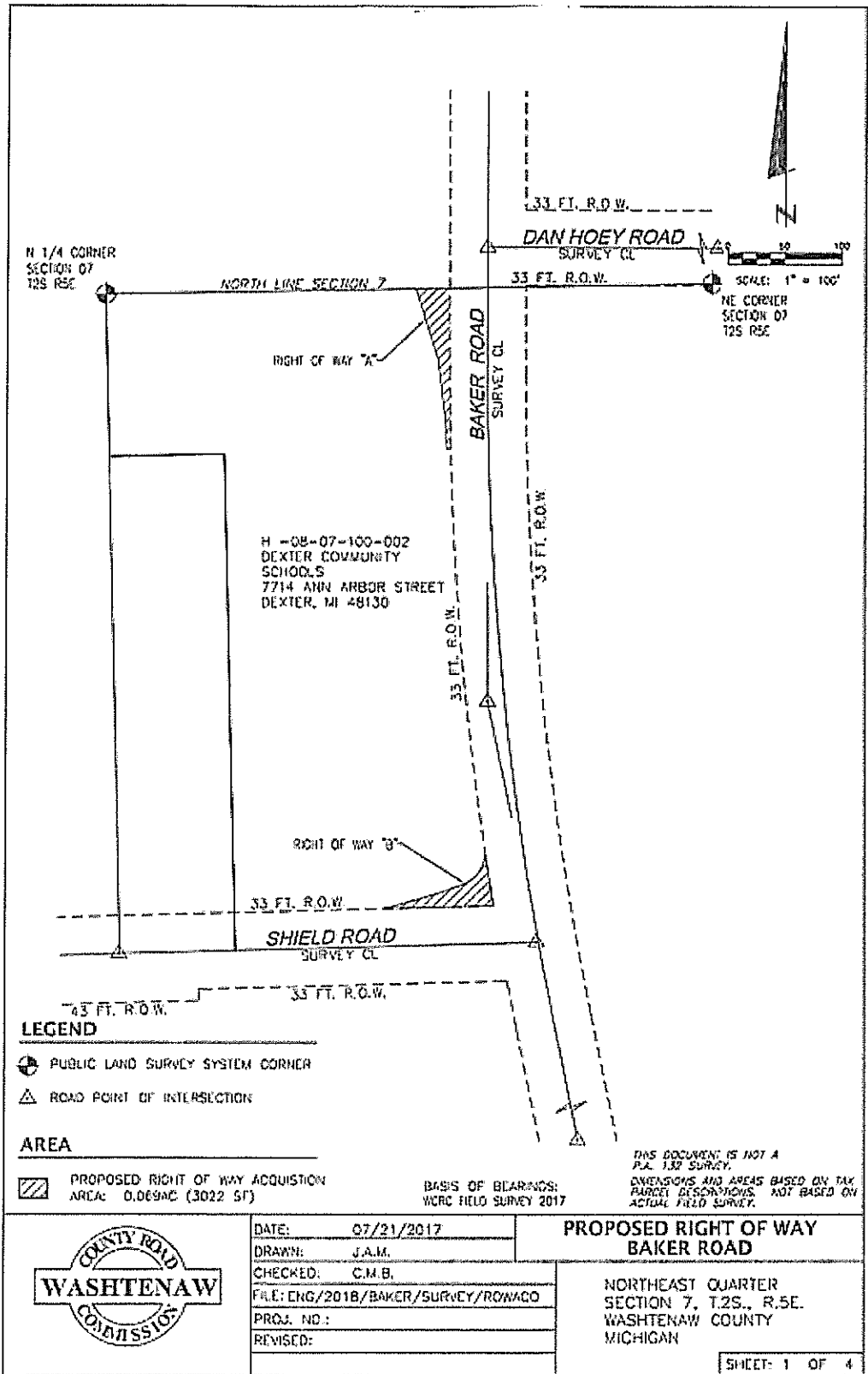
Name:

Its:

BOARD OF COUNTY ROAD
COMMISSIONERS OF WASHTENAW
COUNTY, a Michigan municipal body corporate

By: _____

Roy Townsend, Managing Director



LEGAL DESCRIPTION - PARENT PARCEL H-08-07-100-002

BEGINNING AT THE NORTH QUARTER POST OF SECTION 7, THENCE S00°32'30"E 142.10 FEET; THENCE N89°22'30"E 100.00 FEET; THENCE S00°32'30"E 438.00 FEET; THENCE N 89°22'30"E 264.70 FEET; THENCE N/4LY IN THE CENTERLINE OF BAKER ROAD TO THE NORTH LINE OF SECTION; THENCE N88°51'30"W 333.50 FEET TO THE POINT OF BEGINNING; PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, 3.00 ACRES
 BASIS OF BEARINGS:
 WASHTENAW COUNTY O.S. PARCEL REPORT GENERATED ON 07-21-2017

LEGAL DESCRIPTION - RIGHT OF WAY "A"

A RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE ALONG THE NORTH LINE OF SAID SECTION N88°53'26"E 271.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION, N88°53'28"E 29.84 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD; THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, S00°08'55"E 73.12 FEET; THENCE CONTINUING ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, 87.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2899.04 FEET, CENTRAL ANGLE OF 01°18'40", AND LONG CHORD WHICH BEARS S00°46'45"E 67.17 FEET, THENCE S88°27'57"W 4.00 FEET; THENCE N01°11'16"W 20.82 FEET; THENCE N06°44'30"W 68.61 FEET, THENCE N17°34'51"W 83.81 FEET TO THE POINT OF BEGINNING. SAID RIGHT OF WAY CONTAINING 0.039 ACRES (1718 SQUARE FEET) OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BASIS OF BEARINGS:
 WORS FIELD SURVEY 2017

LEGAL DESCRIPTION - RIGHT OF WAY "B"


A RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

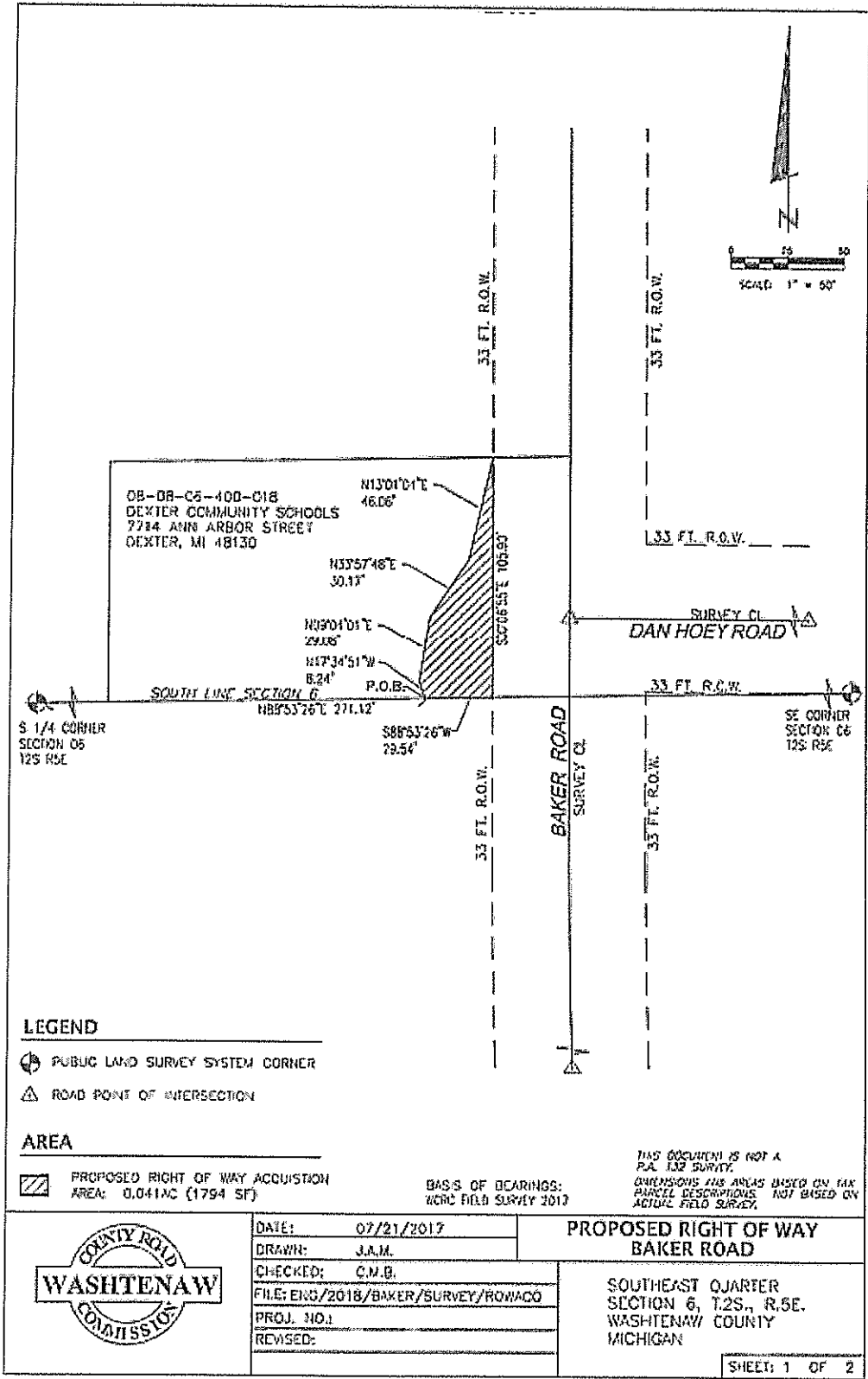
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE S01°26'05"E 142.10 FEET; THENCE N88°28'58"E 100.00 FEET; THENCE S01°26'05"E 402.63 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, THENCE ALONG THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, N88°23'01"E 130.06 FEET TO THE POINT OF BEGINNING; THENCE 72.89 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 591.60 FEET, CENTRAL ANGLE OF 7°02'27", AND LONG CHORD WHICH BEARS N72°56'05"E 72.95 FEET; THENCE 28.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 28.60 FEET, CENTRAL ANGLE OF 61°37'23", AND LONG CHORD WHICH BEARS N43°36'10"E 28.36 FEET; THENCE 8.11 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, SAID CURVE HAVING A RADIUS OF 59.00 FEET, CENTRAL ANGLE OF 7°52'48", AND LONG CHORD WHICH BEARS N13°51'05"E 8.11 FEET, THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, 45.41 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, SAID CURVE HAVING A RADIUS OF 2899.04 FEET, CENTRAL ANGLE OF 00°53'51", AND LONG CHORD WHICH BEARS S08°57'48"E 45.41 FEET; THENCE ALONG THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, S88°23'01"W 66.21 FEET TO THE POINT OF BEGINNING. SAID RIGHT OF WAY CONTAINING 0.030 ACRES (1303 SQUARE FEET) OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BASIS OF BEARINGS:
 WORS FIELD SURVEY 2017

THIS DOCUMENT IS NOT A P.A. 139 SURVEY.

DIMENSIONS AND AREAS BASED ON TAX PARCEL DESCRIPTIONS NOT BASED ON ACTUAL FIELD SURVEY.

	DATE: 07/21/2017	PROPOSED RIGHT OF WAY BAKER ROAD
	DRAWN: J.A.M.	
	CHECKED: C.M.B.	NORTHEAST QUARTER SECTION 7, T.2S., R.5E. WASHTENAW COUNTY MICHIGAN
	FILE: ENG/2018/BAKER/SURVEY/ROWACO	
	PROJ. NO:	
REVISED:		SHEET: 4 OF 4



LEGAL DESCRIPTION - PARENT PARCEL 08-08-06-400-018

COMMENCING AT THE SOUTH QUARTER POST OF SECTION, THENCE N88°08'30"E 133.47 FEET ALONG THE SOUTH LINE OF SECTION FOR A PLACE OF BEGINNING; THENCE N88°08'30"E 200.00 FEET; THENCE N00°53'00"W 105.9 FEET; THENCE S88°08'30"W 200.00 FEET; THENCE S00°53'00"W 105.9 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWN 2 SOUTH RANGE 8 EAST, 0.49 ACRES, BASIS OF BEARINGS; WASHENAW COUNTY G.L.S. PARCEL REPORT GENERATED ON 07-21-2017

LEGAL DESCRIPTION - RIGHT OF WAY

A RIGHT OF WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWN 2 SOUTH, RANGE 8 EAST, CITY OF DEXTER, WASHENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE N88°53'28"E 271.12 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, THENCE N17°34'51"W 8.24 FEET; THENCE N08°03'01"E 29.08 FEET; THENCE N33°57'48"E 30.17 FEET; THENCE N13°01'04"E 46.06 FEET TO THE NORTH LINE OF THE SUBJECT PROPERTY AND THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD; THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, S00°08'55"E 105.80 FEET TO THE SOUTH LINE OF THE SUBJECT PROPERTY AND SOUTH LINE OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SECTION AND SUBJECT PROPERTY, S88°53'28"W 29.84 FEET TO THE POINT OF BEGINNING. SAID RIGHT OF WAY CONTAINING 1794 SQUARE FEET (0.041 ACRES) OF LAND, MORE OR LESS, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, BASIS OF BEARINGS; WORE FIELD SURVEY 2017

*DIMENSIONS AND AREAS BASED ON TAX PARCEL DESCRIPTIONS. NOT BASED ON ACTUAL FIELD SURVEY.
THIS DOCUMENT IS NOT A P.L. 137 SURVEY*



DATE: 07/21/2017	PROPOSED RIGHT OF WAY BAKER ROAD
DRAWN: J.A.M.	
CHECKED: C.M.B.	SOUTHEAST QUARTER SECTION 6, T.2S., R.5E. WASHENAW COUNTY MICHIGAN
FILE: ENG/2018/BAKER/SURVEY/ROWACO	
PROJ. NO.:	
REVISED:	
SHEET: 2 OF 2	

EXHIBIT C

FIELD PARCEL

PARCEL ADDRESS:
2435 BAKER RD

OWNER INFO:
H -08-07-100-002
DEXTER COMMUNITY SCHOOLS
7714 ANN ARBOR ST
DEXTER MI 48130

Temp easement
area = 11,879 sf

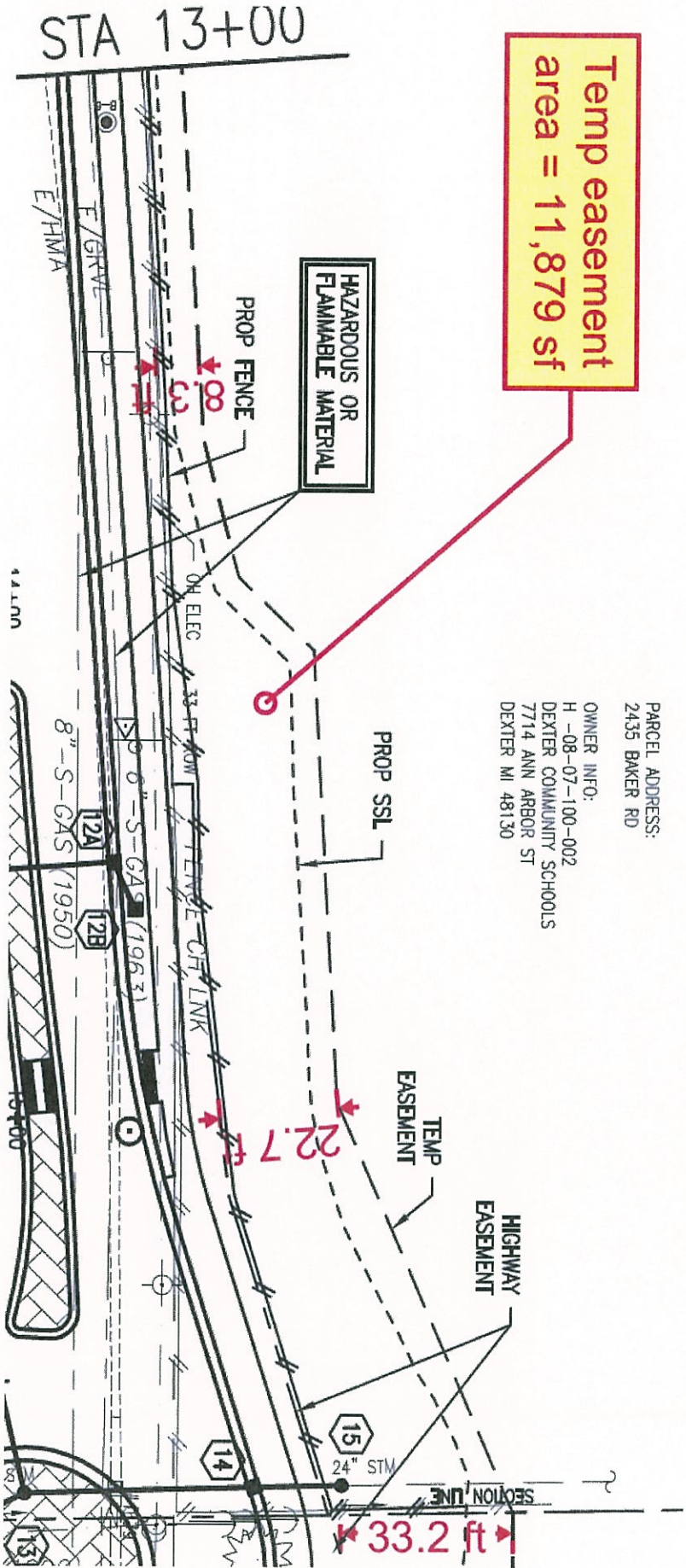
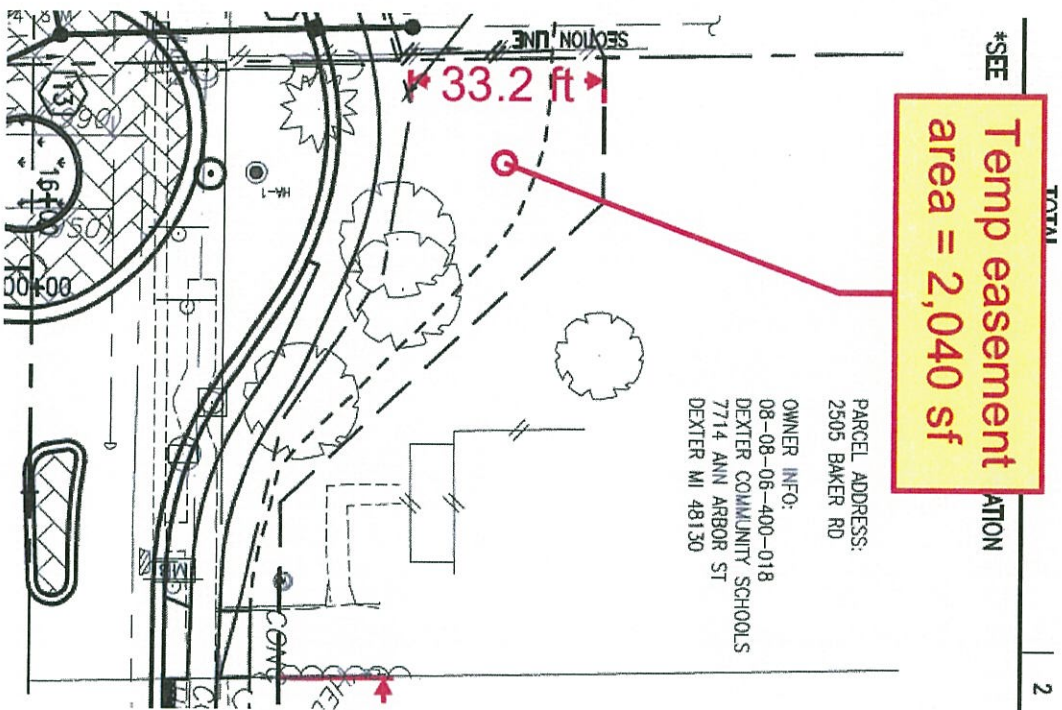


EXHIBIT C

2505 BAKER PARCEL



INTERSECTION IMPROVEMENT AGREEMENT

THIS INTERSECTION IMPROVEMENT AGREEMENT (“Agreement”), is entered into as of the ___ day of January, 2018, by and between the **Board of County Road Commissioners of the County of Washtenaw**, a Michigan municipal body corporate (“WCRC”) and **Dexter Community Schools**, a Michigan public school community district (“DCS”).

RECITALS:

A. DCS owns the following parcels of land at the intersection of Baker Road and Dan Hoey Road, in the City of Dexter, County of Washtenaw:

- (1) 2435 Baker Road
Tax Parcel ID No.: H-08-07-100-002
Legally described as set forth in *Exhibit A*, referenced on that Exhibit as LEGAL DESCRIPTION – PARENT PARCEL H-08-07-100-002 (referenced in this Agreement as the “Field Parcel”); and
- (2) 2505 Baker Road
Tax Parcel ID No.: 08-08-06-400-018
Legally described as set forth in *Exhibit D*, referenced on that Exhibit as LEGAL DESCRIPTION – PARENT PARCEL 08-08-06-400-018 (referenced in this Agreement as the “2505 Baker Rd. Parcel”)

B. WCRC is engaged in a project for improvements to intersections on Baker Road, including: (1) the intersection of Baker Road and Dan Hoey Road (the “Dan Hoey Road Intersection”); and (2) the intersection of Baker Road and Shield Road (the “Shield Road Intersection”) together defined as the “Project”.

C. WCRC desires to acquire from DCS certain permanent road and sidewalk easements and temporary constructions easements, which are necessary to the Dan Hoey Road Intersection and Shield Road Intersection improvements. WCRC has offered to pay DCS the appraised just compensation value of the easements and subject to the terms hereof, seek MDOT approvals for and thereafter cause to be installed the Driveway Approach (as defined below), and subject to the terms hereof DCS has accepted the offers.

D. Plans developed to date for the Dan Hoey Road Intersection reflect a three-legged roundabout, with no access from the Field Parcel.

E. DCS desires to have driveway access to the Dan Hoey Road Intersection, to provide access to the Field Parcel.

F. WCRC is willing to develop plans to add a fourth leg to the Dan Hoey Road Intersection to serve as a driveway approach (“Driveway Approach”) for the Field Parcel, and submit those plans for approval of the Michigan Department of Transportation (“MDOT”), and upon approval cause to be constructed the Driveway Approach, provided DCS agrees to pay the cost of the design and construction of the Driveway Approach, as more specifically set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Grant of Easements on the Field Parcel.** DCS shall grant to WCRC the following permanent and temporary construction easements on the Field Parcel:

1.1 **Grant of Permanent Easements.** DCS shall grant to WCRC the following permanent easements, which shall run with the land, in the form attached hereto as *Exhibit E – Grant of Permanent Easements*:

1.1.1 A permanent easement for highway purposes over that portion of the Field Parcel identified on the attached *Exhibit A* as LEGAL DESCRIPTION – RIGHT OF WAY “A”;

1.1.2 A permanent easement for highway purposes over that portion of the Field Parcel identified on the attached *Exhibit A* as “LEGAL DESCRIPTION – RIGHT OF WAY “B””; and

1.1.3 A permanent easement for sidewalk purposes over that portion of the Field Parcel identified on the attached *Exhibit B* as “LEGAL DESCRIPTION – SIDEWALK EASEMENT.”

1.2 **Grant of a Temporary Construction Easement.** DCS shall grant to WCRC a temporary construction easement, in the form attached hereto as *Exhibit F* for purposes of constructing the Dan Hoey Road Intersection improvements and the Shield Road Intersection improvements, over that portion of the Field Parcel identified on the attached *Exhibit C* as “TEMPORARY CONSTRUCTION EASEMENT.”

2. **Grant of Easements on the 2505 Baker Rd. Parcel.**

2.1 **Grant of Permanent Easement.** The Grant of Permanent Easement referenced in Section 1.1 above shall also include a grant by DCS to WCRC of a permanent easement for highway purposes over that portion of the 2505 Baker Rd. Parcel identified on the attached *Exhibit D* as “LEGAL DESCRIPTION -- RIGHT OF WAY.”

2.2 **Grant of Temporary Construction Easement.** The Temporary Construction Easement referenced in Section 1.2 above shall include a grant to WCRC of a temporary easement for highway construction purposes over that portion of the 2505 Baker Rd. Parcel identified on the attached *Exhibit C* as “TEMPORARY CONSTRUCTION EASEMENT.”

3. **Compensation for Permanent and Temporary Easements.**

3.1 **Amount.** WCRC shall pay DCS the following amounts as full compensation for the permanent and temporary easements granted pursuant to Sections 1 and 2 of this Agreement:

3.1.1 **Field Parcel.** Twenty-Six Thousand Dollars (\$26,000), for easements granted on the Field Parcel.

3.1.2 **2505 Baker Rd. Parcel.** Thirty-Eight Thousand Five Hundred Dollars (\$38,500), for easements granted on the 2505 Baker Rd. Parcel.

3.2 **Payment.** WCRC shall make payment of the amounts due to DCS by check or wire transfer, at WCRC’s discretion, within thirty (30) days of the date DCS signs and delivers the Grant of Easements as set forth on attached *Exhibit E*.

4. **Addition of Driveway Access at Dan Hoey Intersection.** The parties will proceed with the proposed construction of the Driveway Approach at the Dan Hoey Intersection to serve the Field Parcel, as follows.

4.1 **Design.** WCRC will direct its engineers on the project, Orchard, Hiltz & McCliment, Inc. ("OHM") to design and draw plans for the construction of the Driveway Approach to access the Dan Hoey Intersection (the "Revised Plans") and submit them to the DCS for approval. WCRC will provide reasonable support to OHM on the design of the improvements, in the usual manner.

4.2 **MDOT Bid.** After the low bidder is determined for the project, WCRC will provide DCS with an estimate for the driveway approach based upon the OHM design and low bid Contractor's unit prices. DCS shall inform WCRC with its desire to incorporate the driveway approach into the Project within 2 business days of receiving the estimate and the supporting backup. In no event will the WCRC charge DCS any driveway permit fees or other administrative costs for the Forth Leg.

4.3 **MDOT Approval.** After receiving DCS approval to incorporate the driveway approach, WCRC will submit the Revised Plans to the Michigan Department of Transportation ("MDOT") and the Contractor as a Work Order for approval, in the usual manner.

4.4 **Construction.** If the Work Order is approved by MDOT, WCRC will construct the Dan Hoey Intersection improvements, including the Driveway Approach, in accordance with the Revised Plans.

4.5 **Additional Highway Easement.** Upon approval of the Revised Plans and prior to construction beginning, DCS will grant to WCRC a permanent easement for highway purposes and a temporary construction easement over additional areas of the Field Parcel as may be reasonably necessary to accommodate the Revised Plans.

4.6 **DCS's Payment of Design and Construction Costs.**

4.6.1 **Design Costs.** DCS shall reimburse WCRC for the amount it pays OHM for all work on the Revised Plans, which shall not exceed \$19,000.00, even if DCS determines it does not wish to proceed with the construction of the driveway approach or MDOT does not approve the Revised Plans and Work Order.

4.6.2 **Construction Costs.** If the Revised Plans and Work Order are approved by MDOT, DCS shall also reimburse WCRC for all added costs of construction of the project due to the Revised Plans and Work Order (excluding costs for WCRC employee time on the project).

4.6.3 **Payment.** Payment shall be due from DCS to WCRC within thirty (30) days of receipt of invoice from WCRC.

5. **Miscellaneous.**

5.1 **Amendment.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties.

5.2 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

5.3 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Intersection Improvement Agreement by affixing the signatures below effective as of the date set in the caption.

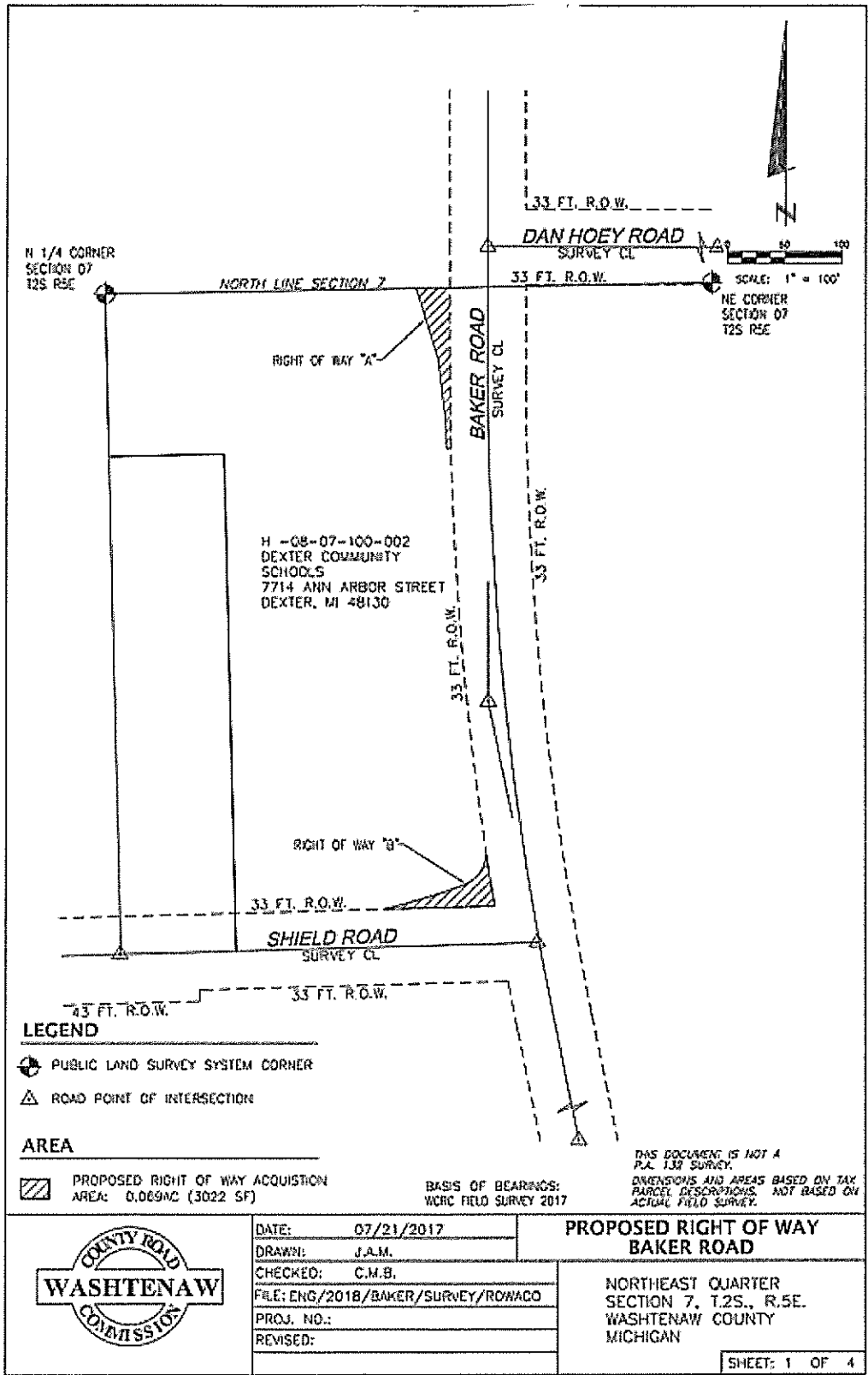
WITNESSED:

DEXTER COMMUNITY SCHOOLS

By: _____
Name:
Its:

BOARD OF COUNTY ROAD COMMISSIONERS
OF WASHTENAW COUNTY,
a Michigan municipal body corporate.

By: _____
Roy Townsend, Managing Director



LEGAL DESCRIPTION - PARENT PARCEL H-08-07-100-002

BEGINNING AT THE NORTH QUARTER POST OF SECTION 7, THENCE S00°32'30"E 142.10 FEET; THENCE N89°22'30"E 100.00 FEET; THENCE S00°32'30"E 436.80 FEET; THENCE N 89°22'30"E 264.70 FEET; THENCE NLY IN THE CENTERLINE OF BAKER ROAD TO THE NORTH LINE OF SECTION; THENCE N88°51'30"W 333.50 FEET TO THE POINT OF BEGINNING; PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, 3.00 ACRES
 BASIS OF BEARINGS:
 WASHTENAW COUNTY G.A.S. PARCEL REPORT GENERATED ON 07-21-2017

LEGAL DESCRIPTION - RIGHT OF WAY "A"

A RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE ALONG THE NORTH LINE OF SAID SECTION N88°53'26"E 271.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION, N88°53'26"E 29.84 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, 87.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2899.04 FEET, CENTRAL ANGLE OF 01°15'40", AND LONG CHORD WHICH BEARS S00°46'46"E 67.17 FEET; THENCE S83°27'57"W 4.00 FEET; THENCE N01°11'16"W 20.82 FEET; THENCE N06°44'39"W 68.81 FEET; THENCE N17°34'51"W 83.81 FEET TO THE POINT OF BEGINNING. SAID RIGHT OF WAY CONTAINING 0.099 ACRES (1719 SQUARE FEET) OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BASIS OF BEARINGS:
 WCRS FIELD SURVEY 2017

LEGAL DESCRIPTION - RIGHT OF WAY "B"

A RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE S01°28'05"E 142.10 FEET; THENCE N88°28'56"E 100.00 FEET; THENCE S01°28'05"E 402.83 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, THENCE ALONG THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, N88°23'01"E 130.08 FEET TO THE POINT OF BEGINNING; THENCE 72.89 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 591.00 FEET, CENTRAL ANGLE OF 7°02'27", AND LONG CHORD WHICH BEARS N72°56'05"E 72.95 FEET; THENCE 26.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 29.00 FEET, CENTRAL ANGLE OF 61°37'23", AND LONG CHORD WHICH BEARS N43°36'10"E 28.26 FEET; THENCE 8.11 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, SAID CURVE HAVING A RADIUS OF 59.00 FEET, CENTRAL ANGLE OF 7°52'48", AND LONG CHORD WHICH BEARS N13°51'05"E 8.11 FEET; THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, 45.41 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, SAID CURVE HAVING A RADIUS OF 2899.04 FEET, CENTRAL ANGLE OF 00°53'51", AND LONG CHORD WHICH BEARS S08°57'48"E 45.41 FEET; THENCE ALONG THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, S88°23'01"W 86.21 FEET TO THE POINT OF BEGINNING. SAID RIGHT OF WAY CONTAINING 0.030 ACRES (1303 SQUARE FEET) OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

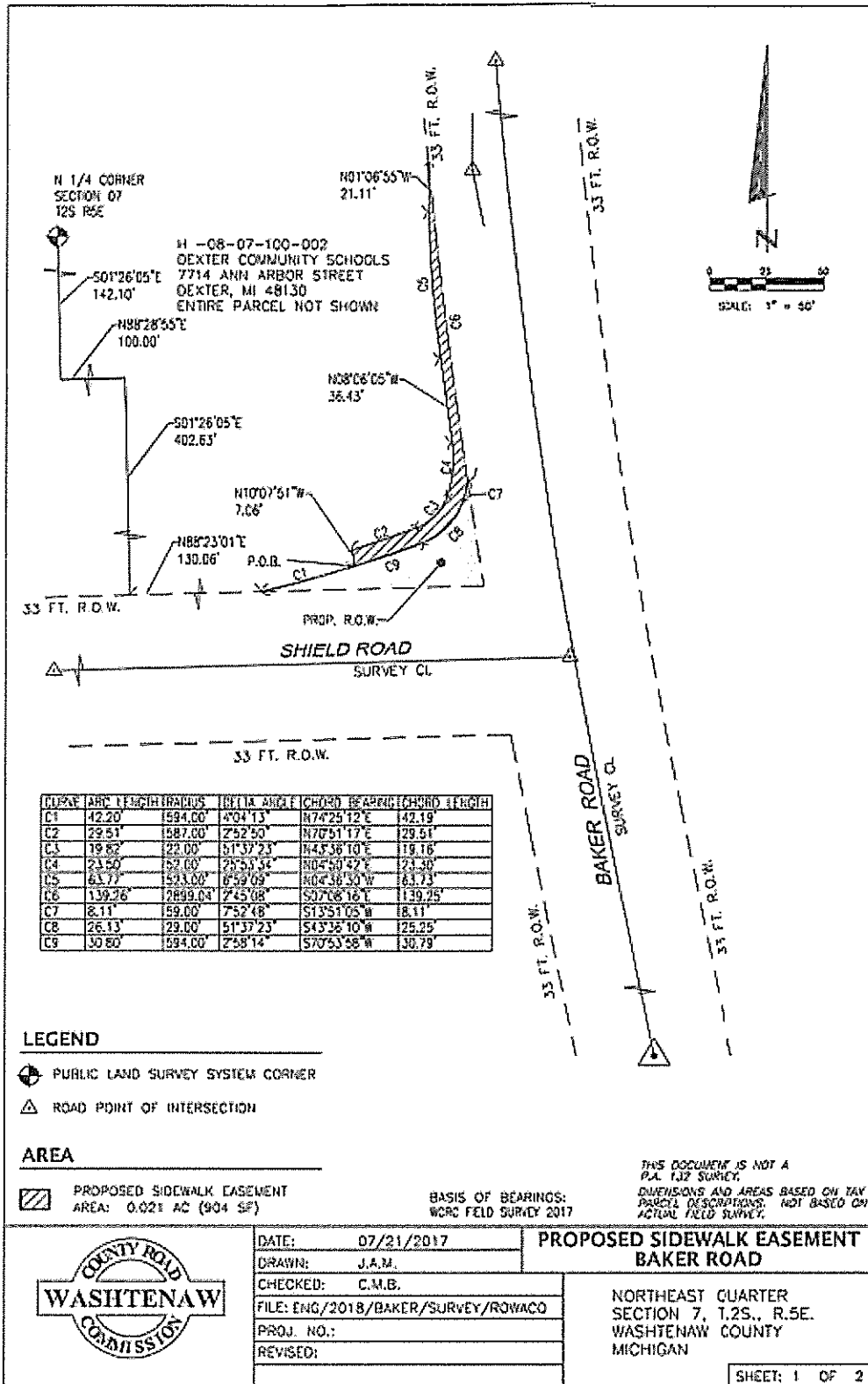
BASIS OF BEARINGS:
 WCRS FIELD SURVEY 2017

THIS DOCUMENT IS NOT A P.A. 133 SURVEY.

DIMENSIONS AND AREAS BASED ON TAX PARCEL DESCRIPTIONS; NOT BASED ON ACTUAL FIELD SURVEY.



DATE:	07/21/2017	PROPOSED RIGHT OF WAY BAKER ROAD
DRAWN:	J.A.M.	
CHECKED:	C.M.B.	NORTHEAST QUARTER SECTION 7, T.2S., R.5E. WASHTENAW COUNTY MICHIGAN
FILE:	ENG/2018/BAKER/SURVEY/ROWACO	
PROJ. NO.:		
REVISED:		
		SHEET: 4 OF 4



LEGAL DESCRIPTION - PARENT PARCEL H-08-07-100-00Z

BEGINNING AT THE NORTH QUARTER POST OF SECTION 7, THENCE S00°32'30"E 142.10 FEET; THENCE N89°22'30"E 100.00 FEET; THENCE S00°32'30"E 435.60 FEET; THENCE N 89°22'30"E 264.70 FEET; THENCE NLY IN THE CENTERLINE OF BAKE ROAD TO THE NORTH LINE OF SECTION; THENCE N88°51'30"W 333.60 FEET TO THE POINT OF BEGINNING; PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, 3.00 ACRES

BASIS OF BEARINGS:
WASHTENAW COUNTY G.A.S. PARCEL REPORT GENERATED ON 07-21-2017

LEGAL DESCRIPTION - SIDEWALK EASEMENT

A SIDEWALK EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, THENCE S01°26'00"E 142.10 FEET; THENCE N88°28'56"E 100.00 FEET; THENCE S01°26'00"E 402.63 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, THENCE ALONG THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, N88°23'01"E 130.08 FEET TO THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD; THENCE ALONG THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, 42.20 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 594.00 FEET, CENTRAL ANGLE OF 4°04'13", AND LONG CHORD WHICH BEARS N74°25'12"E 42.19 FEET, TO THE POINT OF BEGINNING; THENCE N10°07'51"W 7.08 FEET, THENCE 29.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 587.00 FEET, CENTRAL ANGLE OF 2°52'50", AND LONG CHORD WHICH BEARS N70°51'17"E 29.51 FEET; THENCE 19.82 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 22.00 FEET, CENTRAL ANGLE OF 61°37'23", AND LONG CHORD WHICH BEARS N43°36'10"E 19.16 FEET; THENCE 23.53 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 82.00 FEET, CENTRAL ANGLE OF 25°53'34", AND A LONG CHORD WHICH BEARS N04°50'42"E 23.30 FEET; THENCE N08°00'05"W 36.43 FEET; THENCE 63.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 523.00 FEET, CENTRAL ANGLE OF 8°58'00", AND LONG CHORD WHICH BEARS N04°36'30"W 63.73 FEET; THENCE N01°08'55"W 21.11 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, 139.28 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT TO THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, SAID CURVE HAVING A RADIUS OF 2899.04 FEET, CENTRAL ANGLE OF 2°45'08", AND LONG CHORD WHICH BEARS S07°08'16"E 139.25 FEET; THENCE ALONG THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, 6.11 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 69.00 FEET, CENTRAL ANGLE OF 7°52'48", AND LONG CHORD WHICH BEARS S13°51'05"W 6.11 FEET THENCE CONTINUING ALONG THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, 26.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 29.00 FEET, CENTRAL ANGLE OF 51°37'23", AND LONG CHORD WHICH BEARS S43°38'10"W 25.25 FEET; THENCE CONTINUING ALONG THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF SHIELD ROAD, 39.83 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 694.00 FEET, CENTRAL ANGLE OF 2°58'14", AND LONG CHORD WHICH BEARS S70°53'68"W 39.79 FEET, TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 604 SQUARE FEET (0.021 ACRES OF LAND, MORE OR LESS, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

THIS DOCUMENT IS NOT A
P.L. 117 SURVEY.

DIMENSIONS AND AREAS BASED ON TAX
PARCEL DESCRIPTIONS, NOT BASED ON
ACTUAL FIELD SURVEY.



DATE:	07/21/2017
DRAWN:	J.A.M.
CHECKED:	C.M.B.
FILE:	ENG/2018/BAKER/SURVEY/ROWACG
PROJ. NO.:	
REVISED:	

**PROPOSED SIDEWALK EASEMENT
BAKER ROAD**

NORTHEAST QUARTER
SECTION 7, T.2S., R.5E.
WASHTENAW COUNTY
MICHIGAN

SHEET: 2 OF 2

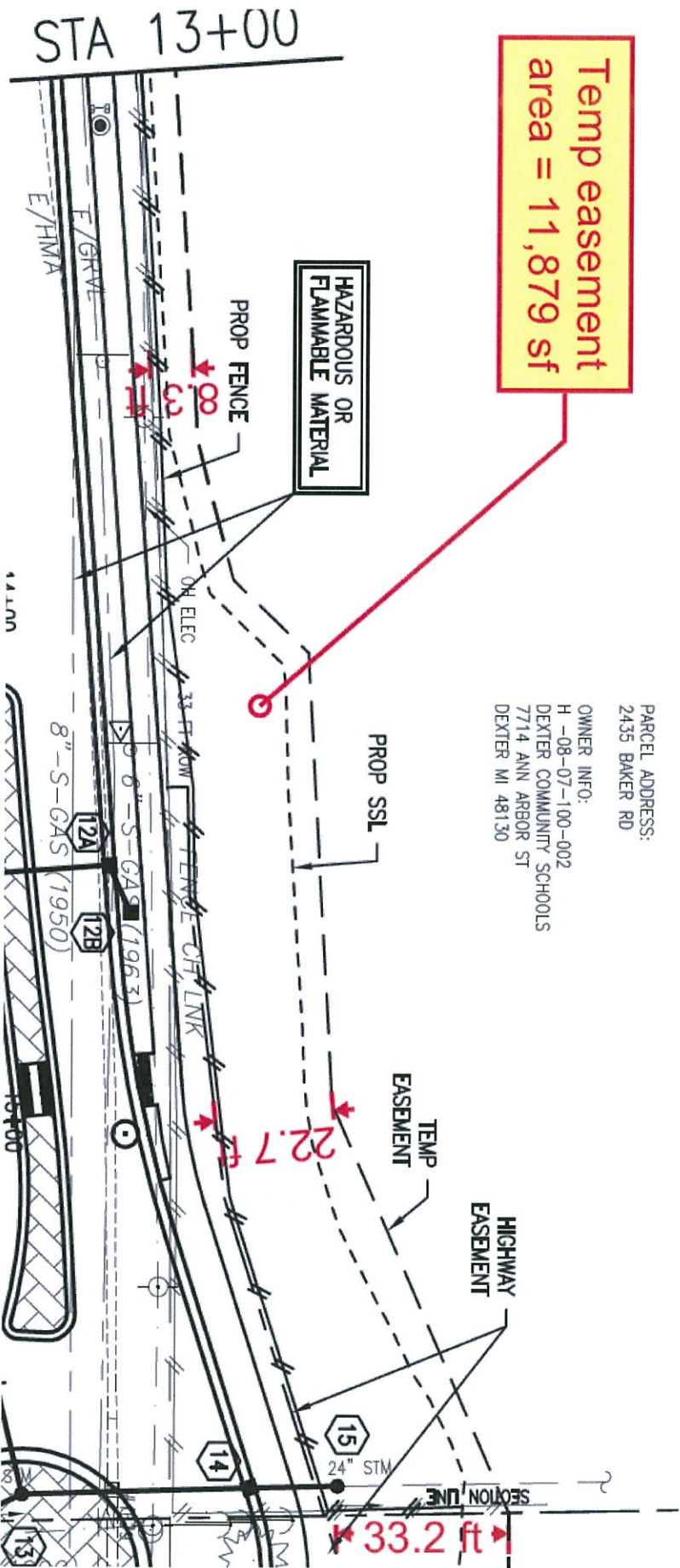
EXHIBIT C

FIELD PARCEL

PARCEL ADDRESS:
2435 BAKER RD

OWNER INFO:
H -08-07-100-002
DEXTER COMMUNITY SCHOOLS
7714 ANN ARBOR ST
DEXTER MI 48130

Temp easement
area = 11,879 sf



STA 13+00

EXHIBIT C

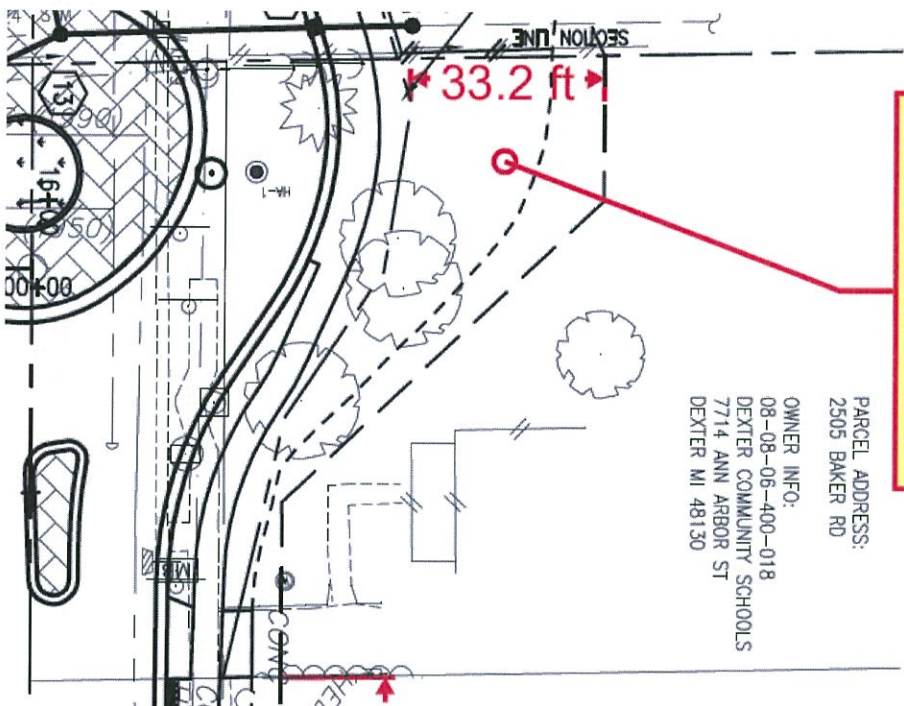
2505 BAKER PARCEL

TOTAL SECTION 2

**Temp easement
area = 2,040 sf**

PARCEL ADDRESS:
2505 BAKER RD

OWNER INFO:
08-08-05-400-018
DEXTER COMMUNITY SCHOOLS
7714 ANN ARBOR ST
DEXTER MI 48130



LEGAL DESCRIPTION - PARENT PARCEL 08-08-06-400-018

COMMENCING AT THE SOUTH QUARTER POST OF SECTION, THENCE N88°08'30"E 133.47 FEET ALONG THE SOUTH LINE OF SECTION FOR A PLACE OF BEGINNING; THENCE N88°09'30"E 200.00 FEET; THENCE N00°53'00"W 105.9 FEET; THENCE S88°08'30"W 200.00 FEET; THENCE S00°53'00"W 105.9 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWN 2 SOUTH RANGE 5 EAST, 0.49 ACRES.
BASIS OF BEARINGS:
WASHTENAW COUNTY G.L.S. PARCEL REPORT GENERATED ON 07-21-2017

LEGAL DESCRIPTION - RIGHT OF WAY

A RIGHT OF WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWN 2 SOUTH, RANGE 5 EAST, CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE N88°53'28"E 271.12 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE N17°34'51"W 8.24 FEET; THENCE N09°04'01"E 29.08 FEET; THENCE N33°57'46"E 30.17 FEET; THENCE N13°01'04"E 49.06 FEET TO THE NORTH LINE OF THE SUBJECT PROPERTY AND THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD; THENCE ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF BAKER ROAD, S00°08'55"E 105.00 FEET TO THE SOUTH LINE OF THE SUBJECT PROPERTY AND SOUTH LINE OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SECTION AND SUBJECT PROPERTY, S88°53'28"W 29.84 FEET TO THE POINT OF BEGINNING. SAID RIGHT OF WAY CONTAINING 1794 SQUARE FEET (0.041 ACRES) OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
BASIS OF BEARINGS:
WERC FIELD SURVEY 2017

DIMENSIONS AND AREAS BASED ON TAX PARCEL DESCRIPTIONS, NOT BASED ON ACTUAL FIELD SURVEY.
THIS DOCUMENT IS NOT A P.L.A. FIELD SURVEY



DATE:	07/21/2017
DRAWN:	J.A.M.
CHECKED:	C.M.B.
FILE:	ENG/2018/BAKER/SURVEY/ROWACO
PROJ. NO.:	
REVISED:	

**PROPOSED RIGHT OF WAY
BAKER ROAD**

SOUTHEAST QUARTER
SECTION 6, T.2S., R.5E.
WASHTENAW COUNTY
MICHIGAN

SHEET: 2 OF 2

Exhibit E

GRANT OF PERMANENT EASEMENTS

This Grant of Permanent Easements (“Agreement”) is entered into effective _____, 2018, by and between **Dexter Community Schools**, a Michigan public school community district, of 7714 Ann Arbor St., Dexter, Michigan 48130 (“DCS”) and the **Board of County Road Commissioners of the County of Washtenaw**, a Michigan municipal body corporate (“WCRC”).

RECITALS:

A. DCS is the owner of the following parcels of real property in the City of Dexter, County of Washtenaw, and State of Michigan:

- (1) 2435 Baker Road
Tax Parcel ID No.: H-08-07-100-002
Legally described as set forth in the attached *Exhibit A*, referenced on that Exhibit as LEGAL DESCRIPTION – PARENT PARCEL H-08-07-100-002 (referenced in this Agreement as the “Field Parcel”); and
- (2) 2505 Baker Road
Tax Parcel ID No.: 08-08-06-400-018
Legally described as set forth in the attached *Exhibit C*, referenced on that Exhibit as LEGAL DESCRIPTION – PARENT PARCEL 08-08-06-400-018 (referenced in this Agreement as the “2505 Baker Rd. Parcel”)

The Field Parcel and the 2505 Baker Rd. Parcel are collectively referenced in this Agreement as the DCS Parcels.

B. WCRC is engaged in a project for improvements to intersections on Baker Road, in Washtenaw County, Michigan, including: (1) the intersection of Baker Road and Dan Hoey Road (the “Dan Hoey Road Intersection”); and (2) the intersection of Baker Road and Shield Road (the “Shield Road Intersection”).

C. WCRC desires to acquire from DCS certain permanent road and sidewalk easements, which are necessary to the Dan Hoey Road Intersection and Shield Road Intersection improvements. WCRC has offered to pay DCS the appraised just compensation value of the easements, and DCS has accepted the offers.

NOW, THEREFORE, for good and valuable compensation, the receipt of which is acknowledged,

IT IS AGREED AS FOLLOWS:

1. Grant of Easements. DCS grants to WCRC the following permanent easements:
 - A. A permanent easement for highway purposes over that portion of the Field Parcel identified on the attached Exhibit A as LEGAL DESCRIPTION – RIGHT OF WAY “A”;
 - B. A permanent easement for highway purposes over that portion of the Field Parcel identified on the attached Exhibit A as “LEGAL DESCRIPTION – RIGHT OF WAY “B”;
 - C. A permanent easement for sidewalk purposes over that portion of the Field Parcel identified on the attached Exhibit B as “LEGAL DESCRIPTION – SIDEWALK EASEMENT”; and
 - D. A permanent easement for highway purposes over that portion of the 2505 Baker Rd. Parcel identified on the attached Exhibit C as “LEGAL DESCRIPTION -- RIGHT OF WAY.”
2. To the extent not precluded by governmental immunity or other defenses, rights or privileges available in law or in equity, WCRC agrees to be responsible for any claims, liabilities or damages occurring as a result of the actions and activities of WCRC pursuant to this Agreement, or the negligence of WCRC in exercising its rights hereunder, provided, however, that WCRC shall not be responsible for any claims, liabilities or damages resulting from the willful or gross negligent actions of DCS.
3. Covenants Running with the Land. The permanent easements granted by this Agreement shall run with the land. The easement and provisions of this Agreement shall be binding upon the owner(s) of the DCS Parcels, and shall inure to the benefit of and be enforceable by WCRC or its successors in interest, and shall continue in full force and effect in perpetuity.
4. Modifications in Writing. No agreement shall be effective to add to, change, modify or waive or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by the parties or their successors in interest.

IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

WITNESSED:

DEXTER COMMUNITY SCHOOLS

By: _____
Name:
Its:

BOARD OF COUNTY ROAD
COMMISSIONERS OF WASHTENAW
COUNTY, a Michigan municipal body corporate

By: _____
Roy Townsend, Managing Director

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me on _____, 2018, by _____, the _____ for the Dexter Community Schools.

_____, Notary Public
_____, County, Michigan
Acting in _____ County
My commission expires: _____

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me on _____, 2018, by Roy Townsend, Managing Director of the Board of County Road Commissioners of Washtenaw County.

_____, Notary Public
_____, County, Michigan
Acting in _____ County
My commission expires: _____

This document prepared by and when recorded return to:
Marjorie M. Dixon (P44093)
Conlin, McKenney & Philbrick, P.C.
350 S. Main St., Suite 400
Ann Arbor, Michigan 48104-2131
(734) 761-9000

Tax Parcel Nos.: H-08-07-100-002; and H-08-08-06-400-018
Recording Fee: \$30.00

30547990.2\022912-00043

Exhibit F

GRANT OF TEMPORARY CONSTRUCTION EASEMENTS

This Grant of Temporary Construction Easements (“Agreement”) is entered into effective January ____, 2018, by and between **Dexter Community Schools**, a Michigan public school community district, of 7714 Ann Arbor St., Dexter, Michigan 48130 (“DCS”) and the **Board of County Road Commissioners of the County of Washtenaw**, a Michigan municipal body corporate (“WCRC”).

RECITALS:

A. DCS is the owner of the following parcels of real property in the City of Dexter, County of Washtenaw, and State of Michigan:

- (1) 2435 Baker Road
Tax Parcel ID No.: H-08-07-100-002
Legally described as set forth in the attached *Exhibit A*, referenced on that Exhibit as LEGAL DESCRIPTION – PARENT PARCEL H-08-07-100-002 (referenced in this Agreement as the “Field Parcel”); and
- (2) 2505 Baker Road
Tax Parcel ID No.: 08-08-06-400-018
Legally described as set forth in the attached *Exhibit B*, referenced on that Exhibit as LEGAL DESCRIPTION – PARENT PARCEL 08-08-06-400-018 (referenced in this Agreement as the “2505 Baker Rd. Parcel”)

The Field Parcel and the 2505 Baker Rd. Parcel are collectively referenced in this Agreement as the DCS Parcels.

B. WCRC is engaged in a project for improvements to intersections on Baker Road, in Washtenaw County, Michigan, including: (1) the intersection of Baker Road and Dan Hoey Road (the “Dan Hoey Road Intersection”); and (2) the intersection of Baker Road and Shield Road (the “Shield Road Intersection”).

C. WCRC desires to acquire from DCS certain temporary construction easements, which are necessary to the Dan Hoey Road Intersection and Shield Road Intersection improvements. WCRC has offered to pay DCS the appraised just compensation value of the easements, and DCS has accepted the offers.

NOW, THEREFORE, for good and valuable compensation, the receipt of which is acknowledged,

IT IS AGREED AS FOLLOWS:

1. Grant of Temporary Construction Easements. DCS grants to WCRC the following temporary easements:

- A. A temporary easement for construction purposes over that portion of the Field Parcel identified on the attached Exhibit C;

- B. A temporary easement for construction purposes over that portion of the 2505 Baker Rd. Parcel identified on the attached Exhibit C.
- C. In no event shall WCRC use any property of DCS outside the Easement Areas described herein for any purpose including the storage of materials, soils or parking to equipment.

2. Duration of Construction Easements. The temporary construction easements granted by this Agreement shall terminate upon the completion of construction of the Dan Hoey Road Intersection and Shield Road Intersection Improvements.

3. Activities. To the extent not precluded by governmental immunity or other defenses, rights or privileges available in law or in equity, WCRC agrees to be responsible for any claims, liabilities or damages occurring as a result of the actions and activities of WCRC pursuant to this Agreement, or the negligence of WCRC in exercising its rights hereunder, provided, however, that WCRC shall not be responsible for any claims, liabilities or damages resulting from the willful or gross negligent actions of DCS.

4. Restoration. WCRC shall, at its sole lost and expense, restore the Easement Areas to a condition equal to or better than existed before WCRC entry therein which Restoration obligation shall include replacing all trees and landscaping damaged and/or removed as a result of the activities of WCRC hereunder.

5. Modifications in Writing. No agreement shall be effective to add to, change, modify or waive or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by the parties or their successors in interest.

IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

WITNESSED:

DEXTER COMMUNITY SCHOOLS

By: _____
 Name:
 Its:

BOARD OF COUNTY ROAD
 COMMISSIONERS OF WASHTENAW
 COUNTY, a Michigan municipal body corporate

By: _____
 Roy Townsend, Managing Director