



City of Plymouth
City Commission Regular Meeting Minutes
Monday, November 18, 2024, 7:00 p.m.
Plymouth City Hall 201 S. Main Street

City of Plymouth
 201 S. Main St.
 Plymouth, Michigan 48170-1637

www.plymouthmi.gov
 Phone 734-453-1234
 Fax 734-455-1892

1. CALL TO ORDER

a. Mayor Suzi Deal called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

b. Roll Call

Present: Mayor Suzi Deal, Mayor ProTem Kelly O'Donnell, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton, Nick Moroz

Excused: None

Also present: City Manager Paul Sincock, City Attorney Bob Marzano, and various members of the city administration

2. APPROVAL OF MINUTES

Moroz offered a motion, seconded by Filipczak to approve the November 4, 2024 City Commission Regular Meeting minutes.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Kehoe offered a motion, seconded by Minton to approve the agenda for the November 18, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

a. Approval of October 2024 Bills

Filipczak offered a motion, seconded by Maguire to approve the consent agenda for November 18, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

Ron Picard, 1373 Sheridan St., spoke about recreation.

Karen Sisolak, 939 Penniman, spoke recreation.

Ed Walton, 1465 Palmer, Thanked DMS for arranging for grinding of stump on their island.

Ellen Elliott, 404 Irvin, spoke about a boyscout group that attended a DDA meeting fulfilling their citizenship badge. and spoke about recreation.

6. COMMISSION COMMENTS

Minton: Thanked Adam Gerlach for assisting a resident with tree situation and his efforts with he City.

Deal: Thanked Sam Plymale for his work on a successful Red Kettle event and spoke about upcoming events/activities on the calendar. She also thanked everyone for their efforts on a successful election and provided results of the kids' voting.

7. OLD BUSINESS

None

8. NEW BUSINESS

a. Final Payment Sidewalk Contractor 2024

The following motion was offered by Filipczak and seconded by Minton:

RESOLUTION 2024-94

WHEREAS The City of Plymouth did conduct a sidewalk replacement program during the summer of 2024 to protect the public health, safety, and welfare; and

WHEREAS The contractor did meet all requirements of the bid documents and has completed their work; and

WHEREAS The City Commission requires that they approve final payment to contractors for infrastructure projects.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth City Commission does hereby authorize final payment in the amount of \$89,257.50. Payment shall be made to Major Construction Group, Inc. of Detroit, Michigan for the 2024 Sidewalk Replacement program.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Property Swap between Tonquish Manor & City of Plymouth

The following motion was offered by Minton and seconded by Filipczak:

RESOLUTION 2024-95

WHEREAS The City of Plymouth City Commission is aware that certain property under their ownership and directly adjacent to Tonquish Creek is owned by the Plymouth Housing Commission and is not necessary for the operation of the Tonquish Creek Manor; and

WHEREAS The area not necessary to Tonquish Creek Manor operations has functioned as a municipal public trail and park area for the City of Plymouth for decades; and

WHEREAS the administrative teams of the City of Plymouth and Housing Commission have identified via survey, parcels, and parts of parcels as described in the enclosed documents to be transferred to the ownership of the City of Plymouth from the Plymouth Housing Commission; and

WHEREAS The Housing Commission has reviewed and approved, at their October 22, 2024, meeting the enclosed Purchase Agreement; and

WHEREAS The transfer of these described parcels, and parts of parcels, will accurately reflect the reality of how the property functions is maintained and insured moving forward.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth City Commission does hereby approve the enclosed Purchase Agreement for the parcels, and parts of parcels identified in the enclosed survey documents.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City of Plymouth City Commission authorizes the mayor to execute the Purchase Agreement, and any other necessary documents to complete the sale and the property transfers on behalf of the City of Plymouth City Commission.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date"), by and among PLYMOUTH HOUSING COMMISSION, a Michigan municipal corporation (the "Seller"), and the CITY OF PLYMOUTH, a Michigan municipal corporation (the "Buyer"). Buyer and Seller are sometimes referred to, individually, as a "Party" and, together, as the "Parties."

RECITALS

A. Seller owns certain real property located in the City of Plymouth, County of Wayne, State of Michigan, with Parcel Identification Number 49-009-03-0322-003 (the "Real Property"), as more particularly described on **Exhibit A** attached hereto.

B. Buyer is desirous to buy from Seller and Seller is desirous to sell the Real Property to the Buyer.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, Buyer and Seller agree as follows:

AGREEMENT

1. PURCHASE AND SALE. Subject to the terms and conditions herein contained, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of Seller's interest in the following property, subject to the Permitted Exceptions (as defined below) (collectively the "Property"):

(a) The Real Property;

(b) All improvements now or hereafter located on or under the Real Property (collectively the "Improvements");

(c) All right, title and interest of Seller in and to: (i) all public or private streets, roads, or alleys, adjoining or abutting the Real Property; (ii) any and all strips and gores of land adjoining the Real Property; and (iii) all the estate, rights, privileges, easements and appurtenances belonging or in anywise appertaining to the Real Property or the Improvements.

2. PURCHASE PRICE; DEPOSIT.

(a) The purchase price for the Property shall be Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, which is mutually acknowledged by the Parties (the "Purchase Price"). The Purchase Price shall be subject to such pro-rations,

credits, allowances or other adjustments as provided for in this Agreement (the "**Pro-Rated Items**").

(b) The Purchase Price shall be payable as follows:

- (i) At the time of closing, the Seller shall pay Ten and 00/100 (\$10.00) Dollars plus or minus the Pro-Rated Items at Closing, to be paid by Purchaser to the Seller by wire transfer or other immediately available funds.

3. TIME OF CLOSING/PLACE OF CLOSING. If title to the Property can be conveyed in the condition required under this Agreement, subject to the other terms and conditions hereof, Buyer and Seller agree to consummate the transactions contemplated herein (the "**Closing**") on or before the date thirty (30) days after expiration of the Inspection Period pursuant to this Agreement (the "**Closing Date**"). The Closing shall take place at the Title Company, remotely or other mutually agreed upon location on a specific date and time mutually acceptable to the Parties.

4. COMMITMENT FOR TITLE POLICY AND SURVEY.

(a) Within three (3) days following the Effective Date, Seller shall order, at Seller's cost and expense, (together with a copy of all exceptions) a complete commitment for an owner's extended policy of title insurance (without exceptions) insuring marketable, fee simple title on a 2006 jacket (the "**Title Commitment**") issued by Liberty Title Agency, Inc., ("**Title Company**"), in an amount equal to the Purchase Price. Seller shall pay the premium for the Title Company to deliver to Buyer at the Closing a "marked up" title commitment (or, at Buyer's election, a pro forma owner's title insurance policy) for an owner's policy of title insurance showing title in the manner required hereunder: (i) without standard exceptions; and (ii) in the amount of the Purchase Price (the "**Title Policy**"). In the event that Buyer desires to have a title insurance policy without standard exceptions, the cost of the survey required for the Title Company to provide a title insurance policy without standard exceptions shall be borne by Buyer, as set forth below in Section 4(b). Seller will cooperate in providing the Title Company with an owner's affidavit to Seller's knowledge, without investigation, and any other reasonable documentation in its possession or control needed to remove the standard exceptions on the title commitment, to the extent such affidavit and documentation do not add to, expand or extend Seller's representations in this Agreement. The cost of the title search, the issuance of the Title Commitment and the issuance of the Title Policy shall be Seller's expense, however, the cost of any lender's policy or endorsements to the Title Policy that "insure over" defects in Seller's title or otherwise cure Buyer's objections to title, or the cost of any other endorsements to the Title Policy which Buyer desires that are available at an additional expense shall be at Buyer's cost.

(b) Buyer may procure, at its option and with no obligation to do so, at Buyer's cost, an ALTA/ACSM survey of the Property (the "**Survey**"). If Seller has an ALTA/ACSM or other survey of the Property that was prepared prior to the Effective Date (an

“Existing Survey”), Seller shall deliver to Buyer within five (5) days following the Effective Date a copy of such Existing Survey (to the extent Seller has an Existing Survey and such was not previously delivered to Buyer). The legal description of the Property as set forth in the Title Commitment shall be used in all conveyance documents.

5. **TITLE OBJECTIONS.** Buyer shall have twenty-one (21) days after Buyer’s receipt of the Title Commitment with complete, legible copies of the underlying documents to the extent available within which to deliver written notice to Seller of any objections to the status of Seller’s title to the Property. If any such objection(s) to the Title Commitment are timely made, Seller shall have fifteen (15) days from the date such written objections have been delivered to Seller to (the “**Cure Period**”) : (i) remedy the objections to Buyer’s satisfaction (or agree in writing to have same remedied at or before Closing); or (ii) obtain title insurance over the objections satisfactory to Buyer. If Seller is unwilling or unable to so remedy the defect(s) within the Cure Period, then Buyer, at its option, may, upon written notice to Seller, ten (10) days after the (a) expiration of the Cure Period or the (b) date in which Seller notifies Buyer that Seller is unwilling or unable to remedy, whichever is earlier: (i) waive any defect(s) and the parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement; or (ii) terminate this Agreement by notice to Seller, in which case the Deposit shall be delivered to Buyer and the parties shall have no further liability or obligation under this Agreement, except for those liabilities and obligations which expressly survive the termination of this Agreement. In the event Buyer fails to make such election within such ten (10) day period, then Buyer shall be deemed to have elected to waive its objections to such defects and the parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement. If Buyer does not terminate this Agreement, it will be deemed to have accepted such title matters objected to and the same shall be Permitted Exceptions as defined herein. If, within the time period specified above, Seller remedies the objections or obtains title insurance over the objections reasonably acceptable to Buyer, Buyer agrees to proceed under the terms of this Agreement, subject to the satisfaction of the remaining contingencies and the remaining conditions to Closing set forth herein. All easements, restrictions and other matters of record; public and utility easements; zoning and other municipal ordinances; drainage and utility district charges and assessments; general real estate taxes not yet due and payable; special and other assessments for improvements not yet completed, any matter disclosed on the Title Commitment or the Survey and other matters which would be disclosed by an accurate survey and/or inspection of the Property which Buyer has not objected to, has been remedied by Seller as provided above or with respect to which objection has been waived or deemed accepted by Buyer, shall be deemed “**Permitted Exceptions.**” No interest of any tenant or other occupant shall be considered a Permitted Exception (except for such leases that will be terminated at or before Closing) and Buyer shall be deemed to have objected thereto (whether or not written notice of such objection is provided). If the Title Commitment is substantively and materially amended or supplemented with new exceptions (not as a result of Buyer’s acts) after Buyer has submitted its objections (except for taxes and/or installments of assessments becoming due or lien), the same time periods, procedures and notices for objections and clearance of title shall apply to new matters disclosed thereby. The Seller and Buyer agree to resolve any and all issues concerning a certain Ground Lease Agreement dated September 24, 2014 and the Memorandum of Ground Lease Agreement recorded September 25, 2014 in Oakland County Register of Deeds Office (“Ground Lease”). Such Ground Lease is between Seller and Tonquish Creek Manor, LLC and concerns all or a portion of the Property to be transferred.

6. POSSESSION. Seller shall deliver, and Buyer shall accept, possession of the Property at Closing free of any and all tenants or other occupants.

7. TAXES, ASSESSMENTS, PRORATED ITEMS, RECORDING FEES.

(a) Any real property taxes shall be prorated and adjusted, Buyer to have the last day, to and including the Closing Date. Real property taxes shall be prorated according to the custom in the locality where the Property is located. Taxes, penalties and interest for all prior years shall be paid by Seller. All general or special assessments on the Property which are billed or become due and payable on or before the date of Closing shall be paid in full by Seller. Any late fees, penalties or interest relating to taxes or assessments due before the date of Closing shall be solely Seller's responsibility and not subject to proration hereunder.

(b) Water bills and sewer bills and other utility charges, rates, rents, and other costs shall be paid by Seller up to, but not including, the Closing Date, and an escrow shall be created for same at Closing, or in lieu thereof, final reading(s) and billing(s) to Seller shall occur on the Closing Date, with Buyer responsible for the Closing Date.

(c) Any transfer taxes, State and County, relating to the sale of the Property shall be paid by Seller on the Closing Date and both Parties agree to execute any tax forms required in connection therewith.

(d) Buyer shall pay all recording fees for the Warranty Deed (as defined herein), and Seller shall pay all recording fees with respect to any documents required to be recorded in order to permit Seller to convey to Buyer title to the Property in the condition as required hereunder.

8. INSPECTION PERIOD. Buyer shall have sixty (60) days following the Effective Date (the "**Inspection Period**") to inspect and investigate the physical condition of the Buildings, zoning, and all other aspects of the Property, at Buyer's sole cost and expense. Buyer's right to inspect and investigate the Property shall include the right to conduct (or cause the conduct of) an environmental investigation of the Property (which may include Phase I and Phase II environmental site analyses). Buyer shall not unreasonably interfere with the business operations on the Property while conducting such inspections. Buyer shall provide reasonable advance notice to Seller by telephone of Buyer's on-site inspections and investigations, and Buyer shall schedule such inspections during non-business hours if requested by Seller. The rights granted to Buyer hereunder may be exercised by Buyer and/or its consultants and contractors and their respective agents and employees (collectively the "**Buyer Representatives**"). Buyer agrees to indemnify and hold Seller harmless from all costs, expenses, damages, injuries, claims, and liabilities ("**Damages**") arising out of Buyer's acts or omissions or those of the Buyer Representatives that may arise out of their entry or activities on the Property. Any and all test results obtained shall be kept confidential by Buyer, except as necessary for Buyer to distribute to its lenders and professional representatives, who Buyer agrees will hold same

confidentially and not disclose same to any other person or entity. Within five (5) days following the Effective Date, Seller shall deliver to Buyer any third party reports regarding the Property which Seller may have in its possession or under its control (to the extent Seller has not previously delivered the same to Buyer), concerning environmental matters, soil tests results, asbestos and mold reports, which shall all remain confidential as provided in this Agreement and not to be disclosed to any person or entity, except as necessary to distribute to its lenders or professional representatives as set forth above. Additionally, Seller agrees to cooperate fully with Buyer's reasonable requests for information, data, documents, and access to the Property as necessary or desirable for Buyer's due diligence. Buyer's obligations under this Section shall survive any termination of this Agreement.

The Buyer may extend the Initial Inspection Period for up to thirty (30) days (the "**Extension Period**" and, together with the Initial Inspection Period, shall be the "**Inspection Period**") upon written notice to Seller at any time prior to expiration of the Inspection Period. All other terms of the Initial Inspection Period regarding access to the Property reasonable cooperation, confidentiality and indemnification shall apply to the parties in the Extension Period.

Buyer may, in its sole and absolute discretion, for any reason, or for no reason, elect at any time on or prior to the expiration of the Inspection Period, as may be extended, to terminate this Agreement by providing written notice thereof to Seller (a "**Termination Notice**") delivered to Seller during the Inspection Period at which time this Agreement shall be deemed terminated and neither Party shall have any further liability to the other under hereunder, except as set forth herein. At any time on or prior to the expiration of the Inspection Period, as may be extended, Buyer may provide written notice to Seller that Buyer is satisfied with its due diligence inspection of the Property (the "**Satisfaction Notice**") in which event the Parties shall proceed to Closing, subject to the conditions set forth herein. In the event that Buyer fails to provide Seller with either a Termination Notice or Satisfaction Notice on or prior to the expiration of the Inspection Period, then it shall be deemed that Buyer has provided Seller with a Satisfaction Notice.

9. CONDITIONS PRECEDENT.

(a) Buyer's obligation to purchase the Property and to pay the Purchase Price and to make the closing deliveries required under this Agreement is expressly subject to the satisfaction of the following conditions precedent:

(i) On the Closing Date, all of Seller's representations and warranties shall be true and correct and Seller shall have performed each covenant to have been performed by Seller under this Agreement.

(ii) On the Closing Date, there shall be no litigation, arbitration, administrative hearing and/or proceeding pending, seeking: (A) to enjoin the consummation of the transactions contemplated hereunder or cause the transactions contemplated hereunder to be rescinded after consummation thereof; (B) to recover title

to the Property, or any part thereof or any interest therein; or (C) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance on the Property.

(iii) Buyer shall have received all such instruments and documents as Buyer's counsel shall reasonably require and timely request to the extent same are customary in transactions of this kind to establish the power and authority of Seller to execute and deliver this Agreement and to carry out Seller's obligations hereunder.

(iv) Seller shall have made all of the closing deliveries required under the terms of this Agreement.

(v) Any leases or occupancy agreements with respect to the Property have been terminated.

(vi) Buyer receives satisfactory approvals, in its sole discretion, from governmental authorities, for Buyer's intended project on or before the expiration of the Inspection Period.

Buyer may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement. In the event that Closing has been consummated, then all remaining unsatisfied conditions precedent shall be deemed to have been waived.

(b) Seller's obligation to sell the Property and to make the closing deliveries required under this Agreement is subject, without limitation, to the satisfaction of the following conditions precedent:

(i) Payment of the Purchase Price by Buyer to Seller on the Closing Date, plus or minus any prorations or adjustments applicable herein.

(ii) On the Closing Date, all of Buyer's representations and warranties shall be true and correct and Buyer shall have performed in all material respects each covenant to have been performed by Buyer under this Agreement within the time specified.

(iii) Seller shall have received all such instruments and documents as Seller's counsel shall reasonably require and timely request, to the extent same are customary in transactions of this kind, to establish the power and authority of Buyer to execute and deliver this Agreement and to carry out Buyer's obligations hereunder.

(iv) Buyer shall have made all of the closing deliveries required under the terms of this Agreement.

Seller may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement.

10. CLOSING DOCUMENTS.

(a) On the Closing Date, Seller shall deliver the following (which shall be executed by Seller, and such other party, or parties, as may be designated therein, and where required acknowledged):

(i) A Warranty Deed (the "**Deed**") conveying the Property to Buyer, together with a Real Estate Transfer Tax Valuation Affidavit (the "**RETTVA**") with respect to the Property, subject to the Permitted Exceptions.

(ii) A termination of any existing lease agreements or occupancy agreements related to the Property executed by Seller and any lessee or occupant of the Property.

(iii) A certificate of Seller confirming the truth and correctness of all representations and warranties of Seller set forth in Section 15(a) hereof from the Effective Date to, and as of, the Closing Date.

(iv) A closing statement and such other documents as may be reasonably required by the Title Company.

(b) On the Closing Date, Buyer shall deliver the following:

(i) The Closing Payment to the Seller.

(ii) A certificate of Buyer confirming the truth and correctness of all representations and warranties of Buyer set forth in Section 15(b) hereof from Effective Date to, and as of, the Closing Date.

(iii) A closing statement and such other documents as may be reasonably required by the Title Company.

11. **AS-IS.** EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER'S PURCHASE OF THE PROPERTY HEREUNDER WILL BE "**AS-IS, WHERE-IS, WITH ALL FAULTS**". EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY ON ITS AND ITS AGENTS' AND CONSULTANTS' INSPECTION AND INVESTIGATION OF THE PROPERTY AND ON DOCUMENTS AND OTHER MATERIALS RELATED THERETO AND WILL BEAR ANY RISK THAT SUCH INSPECTIONS, INVESTIGATIONS, DOCUMENTS AND OTHER MATERIALS ARE INCOMPLETE OR OTHERWISE FAIL TO DISCLOSE ANY MATERIAL PROBLEM WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS AND WARRANTIES ON WHICH

PURCHASER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY.

12. DEFAULT; TERMINATION. In the event of a default by Buyer under this Agreement, following the expiration of ten (10) days' advance notice and opportunity to cure, Seller shall be entitled to terminate this Agreement as Seller's sole and exclusive remedy and neither Party shall have any further liability to the other under this Agreement, except for those liabilities that survive termination. In the event of a default by Seller hereunder following the expiration of ten (10) days' advance notice and opportunity to cure, Buyer shall be entitled to elect one of the following remedies as its sole and exclusive remedy: (a) termination of this Agreement or (b) the right to seek specific performance.

13. NOTICES. Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (a) in person or (b) delivered by overnight delivery service (including any express mail or overnight delivery service). Any notice, demand, or other communication given by overnight delivery service for next business day delivery shall be deemed given on the date of deposit with the overnight carrier for next business day delivery. Any notice, demand, or other communication given other than by overnight carrier shall be deemed to have been given and received when delivered to the address of the Party to whom it is addressed as stated below.

If to Seller: Plymouth Housing Commission
1160 Sheridan
Plymouth, MI 48170

If to Buyer: Paul Sincock
City Manager
City of Plymouth
201 S. Main Street
Plymouth, MI 48170

with a copy
(which shall not constitute notice) to: Dennis Cowan
Plunkett Cooney
38505 Woodward Ave., Suite 100
Bloomfield Hills, Michigan 48304

14. GENERAL PROVISIONS. The pronouns and relative words herein used are written in the masculine and singular only. If more than one person or entity joins in the execution hereof as Seller or Buyer, or either Party is of the feminine sex or an entity, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective Parties.

15. ADDITIONAL DOCUMENTS. Each Party agrees to execute any additional documents reasonably requested by the other Party to carry out the intent of this Agreement.

16. SELLER'S AND BUYER'S REPRESENTATIONS, WARRANTIES AND DISCLOSURES.

(a) Seller represents, warrants and discloses to Buyer that:

(i) To the best of Seller's knowledge, all business operations on the Property have been conducted in compliance with and are not in violation of any certificates, licenses, approvals, registrations and authorizations required under Environmental Laws applicable to the Property, and no notice, citation, summons or order has been issued to or received by Seller from any governmental authority or agency with respect to an alleged violation of any Environmental Laws at the Property.

As used herein, "**Environmental Law(s)**" means all federal, state or local laws, rules, regulations, statutes, ordinances, regulating human health or safety, industrial hygiene or environmental conditions, protection of the environment, pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, the Clean Water Act, 33 U.S.C. §1251 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*, the Hazardous Substances Transportation Act, 49 U.S.C. §1801 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §1321 *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 *et seq.*, and the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.* and any State counterparts, including but not limited to Part 201 of the Natural Resources and Environmental Protection Act (MCL §324.20101 *et seq.*).

(ii) Seller owns the Property and has all rights to sell the Property to Buyer in accordance with the terms of this Agreement and the obligations of Seller herein contained and contemplated hereby are and will be binding and enforceable on Seller.

(iii) Seller has not received any written outstanding court order, writ, injunction or decree of any court, arbitration panel or governmental agency affecting Seller which restricts the ability of Seller to sell the Property to Buyer in accordance with the terms of this Agreement.

(iv) Seller has received no written notice of any pending or threatened condemnation of the Property.

(v) From the Effective Date to the Closing Date, Seller shall not transfer any of the Property, grant any options to purchase in connection therewith or related thereto, or affirmatively create any easement or mortgage the Property without the Buyer's written consent.

(vi) There are no leases, service contracts, management agreements or other similar contracts, to which Seller is a party to with respect to the Property that will be binding on Buyer that will not be terminated at Closing.

(vii) Seller has not been served with any written notices of intention to claim a construction lien against the whole or any part of the Property.

(viii) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any debtor relief laws filed by Seller with respect to the Property.

(ix) To the best of Seller's knowledge, neither this Agreement, nor any document or instrument to be signed by Seller in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make each statement contained herein or therein not materially misleading.

(x) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder.

(xi) Seller has good and marketable title in fee simple to the Property. The Property has not been assigned or conveyed to any party. Seller shall, at Closing, have the right to convey the Property pursuant to the terms of this Agreement. No Person (other than Buyer pursuant to this Agreement) has a right to acquire any interest in the Property.

(xii) There are no judgments presently outstanding and unsatisfied against Seller or the Property. Neither Seller nor the Property is involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and no such litigation or proceeding is threatened or pending but not yet served against Seller or the Property.

(xiii) All installations, repairs, alterations or any other work done or being done to the Property, have been paid in full.

(xiv) To the best of Seller's knowledge, all public utilities currently serving the Property and public and quasi-public improvements upon or adjacent to the Property (including, without limitation, all applicable electric lines, water lines, gas lines and telephone lines): (i) are adequate to service the requirements of the Property and all payments for same have been made; (ii) enter the Real Property directly through adjoining public streets and do not pass through adjoining private land; and (iii) are installed and operating and all installation and connection changes have been paid for in full.

(xv) This Agreement has received approval of the Board of Directors of the Seller.

Seller's representations and warranties shall survive the Closing Date for a period of two (2) years.

(b) Buyer represents, warrants and discloses to Seller:

(i) (A) As of the Closing Date, Buyer has all requisite power and authority under the laws of the State of Michigan and the Plymouth City Charter, to enter into this Agreement and to perform the obligations of Buyer hereunder; and (B) the obligations of Buyer herein contained and contemplated hereby are and will be binding and enforceable on Buyer.

(ii) There is no outstanding order, writ, injunction or decree of any court, arbitration panel or governmental agency affecting Buyer which would in any manner impede or impair the ability of Buyer to purchase the Property from Seller in accordance with the terms of this Agreement.

(iii) To Buyer's actual knowledge, without investigation, neither this Agreement, nor any document or instrument to be signed by Buyer in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make each statement contained herein or therein not materially misleading.

(iv) This Agreement has received approval of the City Commission of Buyer.

Buyer's representations and warranties shall survive the Closing Date for a period of two (2) years.

17. OPERATION OF THE PROPERTY. From the Effective Date through the Closing Date, Seller shall:

(a) Keep and maintain in full force and effect similar insurance coverage with regard to Seller and/or the Property as Seller maintains as of the Effective Date.

(b) Subject to the provisions herein upon a casualty prior to Closing, keep and preserve the Property in substantially the same condition than existing as of the Effective Date.

(c) Not, without obtaining the prior written consent of Buyer which consent may be withheld by Buyer in Buyer's sole and absolute discretion, enter into any lease or other agreement with respect to the Property which will extend in force beyond the Closing Date and which binds Buyer or the Property thereafter.

(d) Not, without obtaining the prior written consent of Buyer which consent may be withheld by Buyer in Buyer's sole and absolute discretion, initiate a change in the zoning applicable to the Property.

(e) Provide Buyer with prompt written notice of any claims, litigation, arbitration, administrative hearings, proceedings or investigations relating to the Property of which Seller receives written notice delivered to it after the Effective Date.

(f) Pay all utility charges and other service charges accrued through the date of closing.

18. INDEMNIFICATION.

(a) Seller covenants and agree to indemnify, defend, protect and hold harmless, Buyer and its respective officials, officers, employees, or agents (individually a "**Buyer Indemnified Party**" and collectively the "**Buyer Indemnified Parties**") from, against and in respect of all liabilities, losses, claims, damages, causes of action, lawsuits, administrative investigations, audits, demands, assessments, adjustments, judgments, settlement payments, deficiencies, penalties, fines, interest (including interest from the date of such damages), costs and expenses (including without limitation reasonable attorneys' fees and disbursements of every kind, nature and description) but net of any insurance and tax benefits and excluding any consequential or incidental damages (collectively, "**Damages**") suffered, sustained or incurred or paid by the Buyer Indemnified Parties in connection with, resulting from or arising out of: (i) any material breach of any representation or warranty of Seller as set forth in this Agreement or in any instrument executed by Seller and delivered to Buyer at Closing within six (6) months from the Closing Date; (ii) the assertion against any Buyer Indemnified Party of any Damages relating to injury on the Property accruing and/or occurring prior to the Closing Date, except for any such Damages in connection with Buyer's inspection of the Property under this Agreement; or (iii) any unpaid taxes of Seller with respect to the Property to any local, State or Federal governmental authority that would be Seller's responsibility under the terms of this Agreement. The above indemnity is expressly subject to Buyer delivering notice to Seller within ten (10) days of any Buyer Indemnified Party having knowledge of any matter or action or similar proceeding that triggers such Damages and Seller shall have the sole option of defending itself and controlling any defense thereof.

(b) Buyer hereby covenants and agrees to indemnify, defend, protect and hold harmless, Seller and its respective officers, directors, employees, partners, members, managers, assigns, successors and affiliates (individually a "**Seller Indemnified Party**" and collectively the "**Seller Indemnified Parties**") from, against and in respect of all Damages (as defined in Section 17(a) above) suffered, sustained or incurred or paid by the Seller Indemnified Parties in connection with, resulting from or arising out of: (i) any material breach of any representation or warranty of Buyer as set forth in this Agreement or any document, instrument, schedule or certificate, delivered by or on behalf of Buyer in connection therewith; or (ii) the assertion against any Seller Indemnified Party of any Damages relating to the Property occurring and accruing after the Closing Date, or the

actions or omissions of the officials, officers, employees or agents of Buyer after the Closing Date. The above indemnity is expressly subject to Seller delivering notice to Purchaser within ten (10) days of any Seller Indemnified Party having knowledge of any matter or action or similar proceeding that trigger such damages and Seller shall have the sole option of defending itself and controlling any defense thereof.

19. SECTIONS AND OTHER HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. TIME. In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday (i.e., not a "**Business Day**"), in which event the period shall run until the end of the next day which is a Business Day. In the event any day on which any act is to be performed by Seller or Buyer under the terms of this Agreement is not a Business Day, the time for the performance by Seller or Buyer of any such act shall be extended to the next day which is a Business Day.

21. WAIVER. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. EMINENT DOMAIN. If before Closing all or any part of the Property is taken by eminent domain, Buyer may terminate this Agreement, whereupon the Deposit shall be returned to Buyer. If Buyer does not terminate, this Agreement will remain in effect and Seller will assign to Buyer all of Seller's rights to receive any awards that may be made for such taking.

23. RISK OF LOSS. Risk of loss to the Property from casualty shall be borne by Seller until the Closing and Seller shall be entitled to all insurance proceeds from any such loss (subject to the following). If the Property or any such part thereof is substantially damaged or destroyed as a result of such casualty, Seller shall immediately notify Buyer and Buyer may elect in a writing delivered to Seller within ten (10) Business Days thereafter to: (a) proceed with the Real Estate Transaction and be entitled to an assignment of all net insurance proceeds paid to Seller as a result of such casualty, less any costs of restoration incurred and paid for by Seller; or (b) terminate this Agreement, whereupon the Deposit shall be returned to Buyer and the Parties shall have no further liability to each other, except as set forth herein. If Buyer fails to make an election within ten (10) Business Days after receipt of Seller's notice of such casualty, Buyer shall be deemed to have elected to proceed with the Real Estate Transaction pursuant to clause (a) of this Section 22.

24. COOPERATION/FURTHER ASSURANCES. The Parties hereto agree to cooperate with each other in every reasonable way in carrying out the Real Estate Transaction and in obtaining and delivering all required closing documents. Time shall be

of the essence. After the Closing Date, at the request of Buyer, Seller will execute and deliver to Buyer such other instruments of conveyance and transfer and take such other actions as Buyer may reasonably require to more effectively convey, transfer to, and vest in Buyer marketable, insurable, fee simple title to the Property, in the manner required hereunder, subject only to the Permitted Exceptions. In addition, after the Closing Date, Seller and Buyer agree to cooperate with each other in every reasonable way to make any necessary adjustments or corrections to the closing documents and the prorations contained on the closing statement. The provisions of this Section applicable to period(s) after the Closing Date shall survive the Closing Date.

25. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement (and the Recitals, and the Exhibits attached hereto, which are by this reference incorporated herein and made a part hereof) constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter hereof. This Agreement may be amended or supplemented only by an instrument in writing executed by both Parties hereto.

26. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

27. NO THIRD-PARTY BENEFICIARIES. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than Seller and Buyer, any rights or remedies under or by reason of this Agreement. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their successors, heirs and permitted assigns.

28. CHOICE OF LAW; JURISDICTION. It is the intention of the Parties that the laws of the State of Michigan should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

29. REAL ESTATE COMMISSIONS. Both Seller and Buyer represent no Broker has been utilized in this transaction. Each of the parties indemnifies the other from any claim for commissions arising out of brokerage services provided to the indemnifying party.

30. EXPENSES; ATTORNEYS' FEES. Except as may be otherwise set forth in this Agreement, each of Seller and Buyer will pay all of its own expenses, including attorneys' and accountants' fees in connection with the negotiation of this Agreement, the performance of its obligations hereunder or thereunder, and the consummation of the transaction contemplated by this Agreement. Notwithstanding the foregoing Buyer and Seller shall share equally any closing escrow fees.

31. ARM'S LENGTH NEGOTIATIONS. Buyer and Seller each represent and warrant to the other that: (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions, and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and between the Parties and their respective counsel. The representations and warranties set forth in this Section 31 shall survive the Closing or the termination of this Agreement.

32. CONFIDENTIALITY. Seller and Buyer will, prior to the Closing, keep all non-public information regarding this transaction or the other Party strictly confidential, except as may be required by law or in connection with any enforcement proceedings, including, without limitation, any lawsuit between the Parties. No press release or other public announcement related to this Agreement or the transaction contemplated hereby will be issued by any Party hereto without the prior approval of the other Party. Nothing in this Section 32, shall prohibit either Party from disclosing any such information to its attorneys, accountants, consultants, or lenders who shall be advised to keep same confidential.

33. COUNTERPART; FACSIMILE; ELECTRONIC SIGNATURE. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. This Agreement may be executed by facsimile or electronic mail scan signature which shall be deemed binding upon the Parties with an original to follow via mail or overnight delivery service. The Parties have executed this Agreement the day and year first above written.

SELLER:

PLYMOUTH HOUSING COMMISSION,
a Michigan municipal corporation

By: _____

Its: _____

BUYER:

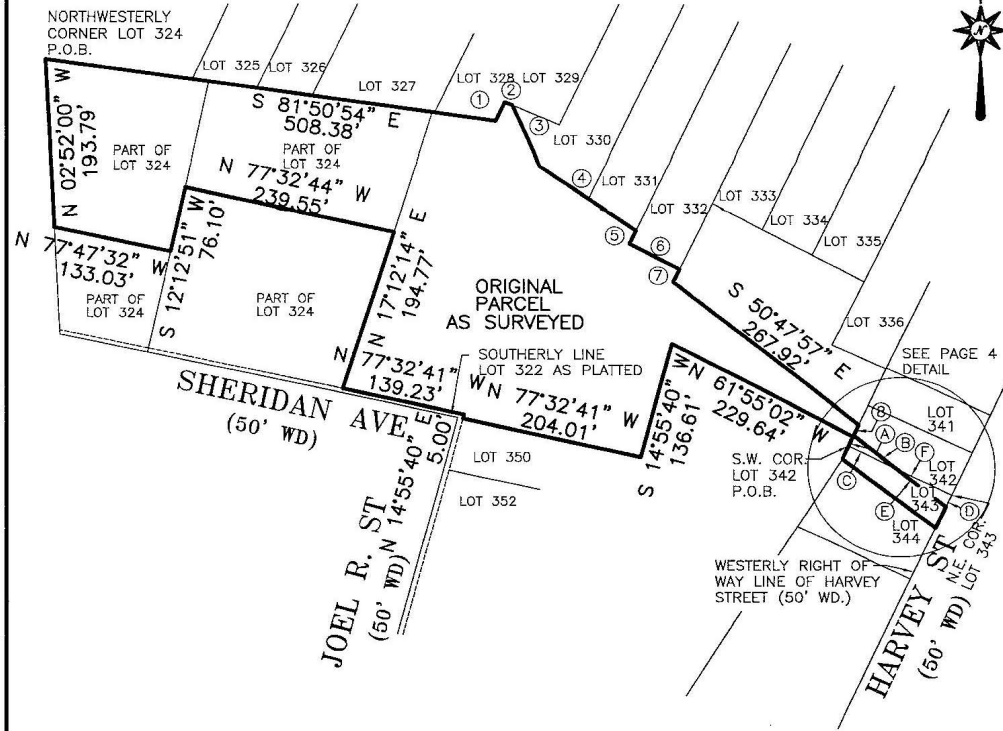
CITY OF PLYMOUTH,
a Michigan municipal corporation

By: _____

Its: Mayor

Current Property As Surveyed- Owned by Housing Commission

CERTIFICATE OF SURVEY



	BEARING	FEET
1	N 25°27'50" E	24.13'
2	S 66°43'40" E	9.07'
3	S 24°11'38" E	75.39'
4	S 55°23'20" E	130.88'
5	S 25°27'50" W	17.00'
6	S 61°55'02" E	63.77'
7	S 25°27'50" W	16.47'
8	S 25°00'17" W	14.82'
A	N 25°00'17" E	14.00'
B	S 51°23'51" E	61.87'
C	N 63°54'28" W	60.00'
D	S 25°00'17" W	15.97'
E	N 50°49'51" W	70.58'
F	S 63°54'27" E	68.45'

LEGAL DESCRIPTION

SEE ATTACHED

LEGEND

RECORDED	R.
MEASURED	M.
FOUND IRON ROD	F.I.R.
FOUND IRON PIPE	F.I.P.
SET CAPPED IRON	S.C.I.
FOUND CONC. MON.	F.C.M.
POINT OF BEGINNING	P.O.B.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 01/13/23 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/5000 AND THAT ALL REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Greg L. Ash
 GREG L. ASH, P.L.S. #28400



9450 SOUTH MAIN STREET
 SUITE 103
 PLYMOUTH, MI 48170

PHONE: (734) 416-9650
 FAX: (734) 416-9657
 www.glasurveyor.com

CLIENT:

CITY OF PLYMOUTH
 201 S. MAIN ST
 PLYMOUTH, MI 48170

DATE: 09/03/24
 JOB NO.: 4178
 FILE NO.: 4178

SCALE: 0' 150' 300'
 1" = 150'

SHEET:
 1 OF 7

DRAWN BY:
 BGW

Original Description

As provided

Part of Lots 322, 323 and 324 combined described as: BEGINNING at the Northwesterly corner of Lot 324; thence S. 81° 50' 54" E. 508.34 feet; thence N. 25° 27' 50" E. 24.13 feet; thence S. 66° 43' 40" E. 9.07 feet; thence S. 24° 11' 38" E. 75.39 feet; thence S. 55° 23' 20" E. 130.88 feet; thence S. 25° 27' 50" W. 17 feet; thence S. 61° 55' 02" E. 63.77 feet; thence S. 25° 27' 50" W. 16.47 feet; thence S. 50° 47' 57" E. 266.58 feet; thence S. 25° 00' 17" W. 14.30 feet; thence N. 61° 55' 02" W. 259.37 feet; thence S. 14° 55' 40" W. 136.62 feet; thence N. 77° 32' 41" W. 665.57 feet; thence N. 02° 55' W. 5.16 feet; thence S. 77° 32' 41" E. 329.76 feet; thence N. 17° 12' 14" E. 194.97 feet; thence N. 77° 32' 43" W. 239.56 feet; thence S. 12° 11' 52" W. 76.10 feet; thence Westerly 131.94 feet; thence N. 02° 52' W. 193.79 feet to the POINT OF BEGINNING; ALSO part of Lots 342 and 343 described as: BEGINNING at the Southwesterly corner of Lot 342; thence N. 25° 00' 17" E. 14 feet; thence S. 50° 49' 46" E. 61.87 feet; thence N. 63° 54' 20" W. 60 feet to the POINT OF BEGINNING; ALSO Lot 343 except the Northeasterly triangular part measuring 15.97 feet on the Easterly lot line and 68.44 feet on the Northerly lot line; ALSO the Westerly 6 feet of Lots 350 and 352 of ASSESSOR'S PLYMOUTH PLAT NO. 13, T. 1 S., R. 8 E. Liber 66, Page 46, Wayne County Records.

Property Currently Owned by the Plymouth Housing Commission

Legal Description

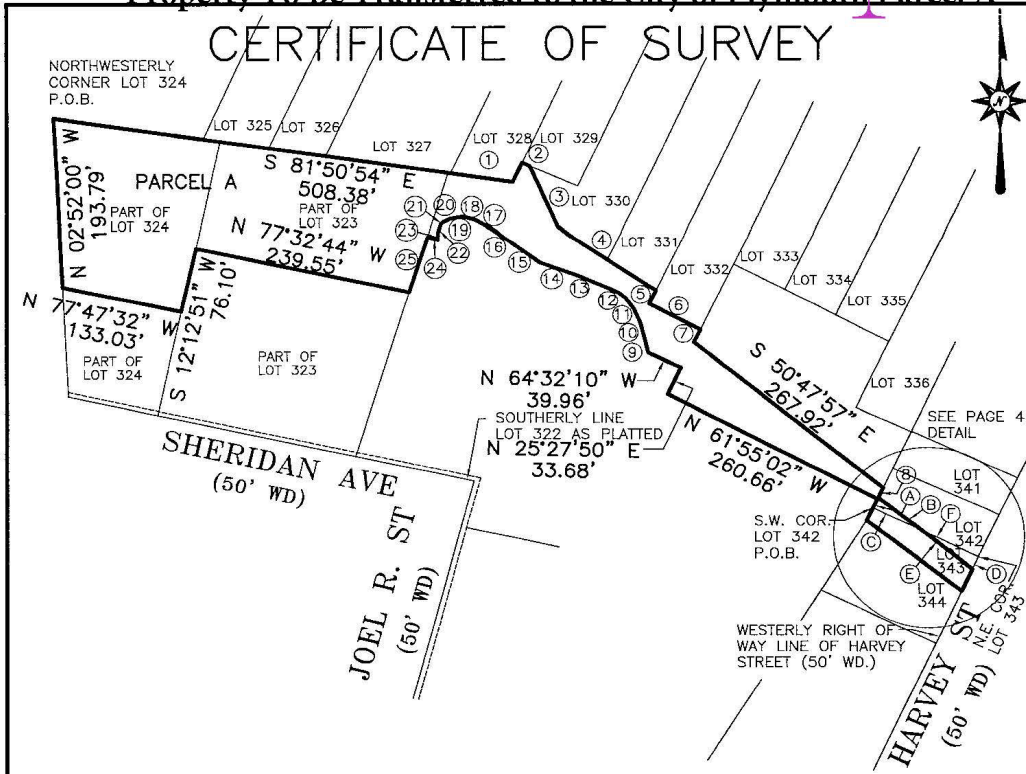
As surveyed

Part of ASSESSOR'S PLYMOUTH PLAT NO. 13, of part of the Northeast ¼ of the Southeast ¼ of Section 27, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 66 of Plats, Page 46, Wayne County Records, described as:

BEGINNING at the Northwesterly corner of Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence S. 81° 50' 54" E. 508.38 feet to the Southeasterly corner of Lot 328 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (1) thence N. 25° 27' 50" E. 24.13 feet along the Easterly line of said Lot 328 to the Southwesterly corner of Lot 329 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (2) thence S. 66° 43' 40" E. 9.07 feet along the Southerly line of said Lot 329; (3) thence S. 24° 11' 38" E. 75.39 feet; (4) thence S. 55° 23' 20" E. 130.88 feet to the Southeasterly corner of Lot 331 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (5) thence S. 25° 27' 50" W. 17.00 feet along the Westerly line of Lot 332 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to the Southwesterly corner of said Lot 332; (6) thence S. 61° 55' 02" E. 63.77 feet along the Southerly line of said Lot 332; (7) thence S. 25° 27' 50" W. 16.47 feet; thence S. 50° 47' 57" E. 267.92 feet to a point on the Westerly line of Lot 342 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (8) thence S. 25° 00' 17" W. 14.82 feet along said Westerly line of said Lot 342 to a point on the Westerly line of Lot 343 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence N. 61° 55' 02" W. 229.64 feet; thence S. 14° 55' 40" W. 136.61 feet; thence N. 77° 32' 41" W. 204.01 feet to a point on the Easterly right of way line of Joel R. Street (50 feet wide); thence N. 14° 55' 40" E. 5.00 feet along said Easterly right of way line of said Joel R. Street (50 feet wide) to a point on the Northerly right of way line of Sheridan Avenue (50 feet wide); thence N. 77° 32' 41" W. 139.23 feet along said Northerly right of way line of said Sheridan Avenue (50 feet wide); thence N. 17° 12' 14" E. 194.77 feet to a point said point being the Southeasterly corner of Lot 323 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence N. 77° 32' 44" W. 239.55 feet along the Southerly line of Lot 323 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to a point on the Westerly line of said Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence S. 12° 12' 51" W. 76.10 feet along said Westerly line of said Lot 324; thence N. 77° 47' 32" W. 133.03 feet to a point on the Westerly line of said Lot 324; and thence N. 02° 52' 00" W. 193.79 feet along the Westerly line of said Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to the POINT OF BEGINNING. ALSO part of said Lot 342 of ASSESSOR'S PLYMOUTH

Property To Be Transferred to the City of Plymouth Parcel A

CERTIFICATE OF SURVEY



	BEARING	FEET		BEARING	FEET		BEARING	FEET
1	N 25°27'50" E	24.13'	15	N 53°22'05" W	34.81'	A	N 25°00'17" E	14.00'
2	S 66°43'40" E	9.07'	16	N 53°51'53" W	25.67'	B	S 51°23'51" E	61.87'
3	S 24°11'38" E	75.39'	17	N 60°44'47" W	26.13'	C	N 63°54'28" W	60.00'
4	S 55°23'20" E	130.88'	18	N 76°16'27" W	13.12'	D	S 25°00'17" W	15.97'
5	S 25°27'50" W	17.00'	19	S 80°17'32" W	14.55'	E	N 50°49'51" W	70.58'
6	S 61°55'02" E	63.77'	20	S 62°18'21" W	9.19'	F	S 63°54'27" E	68.45'
7	S 25°27'50" W	16.47'	21	S 38°56'55" W	3.27'			
8	S 25°00'17" W	14.82'	22	S 18°17'22" W	8.22'			
9	N 13°50'55" W	36.13'	23	S 03°28'55" W	8.66'			
10	N 23°20'41" W	17.32'	24	N 72°47'46" W	11.58'			
11	N 35°39'48" W	16.05'	25	S 17°12'14" W	68.20'			
12	N 51°08'23" W	9.97'						
13	N 65°35'22" W	47.07'						
14	N 69°14'11" W	46.98'						

LEGAL DESCRIPTION

SEE ATTACHED

LEGEND

RECORDED R.
 MEASURED M.
 FOUND IRON ROD F.I.R.
 FOUND IRON PIPE F.I.P.
 SET CAPPED IRON S.C.I.
 FOUND CONC. MON. F.C.M.
 POINT OF BEGINNING P.O.B.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 01/13/23 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/5000 AND THAT ALL REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Greg L. Ash
 GREG L. ASH, P.L.S. #28400

	9450 SOUTH MAIN STREET SUITE 103 PLYMOUTH, MI 48170 PHONE: (734) 416-9650 FAX: (734) 416-9657 www.glasurveyor.com	CLIENT: CITY OF PLYMOUTH 201 S. MAIN ST PLYMOUTH, MI 48170
	DATE: 09/03/24 JOB NO.: 4178 FILE NO.: 4178	SCALE: 0' 150' 300' 1" = 150'

DRAWN BY:
 BGW

PLAT NO. 13 being described as: BEGINNING at the Southwesterly corner of said Lot 342; (A) thence N. 25° 00' 17" E. 14.00 feet along the Westerly line of said Lot 342; (B) thence S. 51° 23' 51" E. 61.87 feet to a point on the Southerly line of said Lot 342; and (C) thence N. 63° 54' 28" W. 60.00 feet along said Southerly line of said Lot 342 to the POINT OF BEGINNING. AND ALSO Lot 343 of ASSESSOR'S PLYMOUTH PLAT NO. 13 except the following 3 courses: BEGINNING at the Northeasterly corner of said Lot 343; (D) S. 25° 00' 17" W. 15.97 feet along the Westerly right of way line of Harvey Street (50 feet wide); (E) N. 50° 49' 51" W. 70.58 feet to a point on the Northerly line of said Lot 343; (F) S. 63° 54' 27" E. 68.45 feet to the POINT OF BEGINNING. Containing 4.03 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

Parcel A to be Transferred to the City of Plymouth

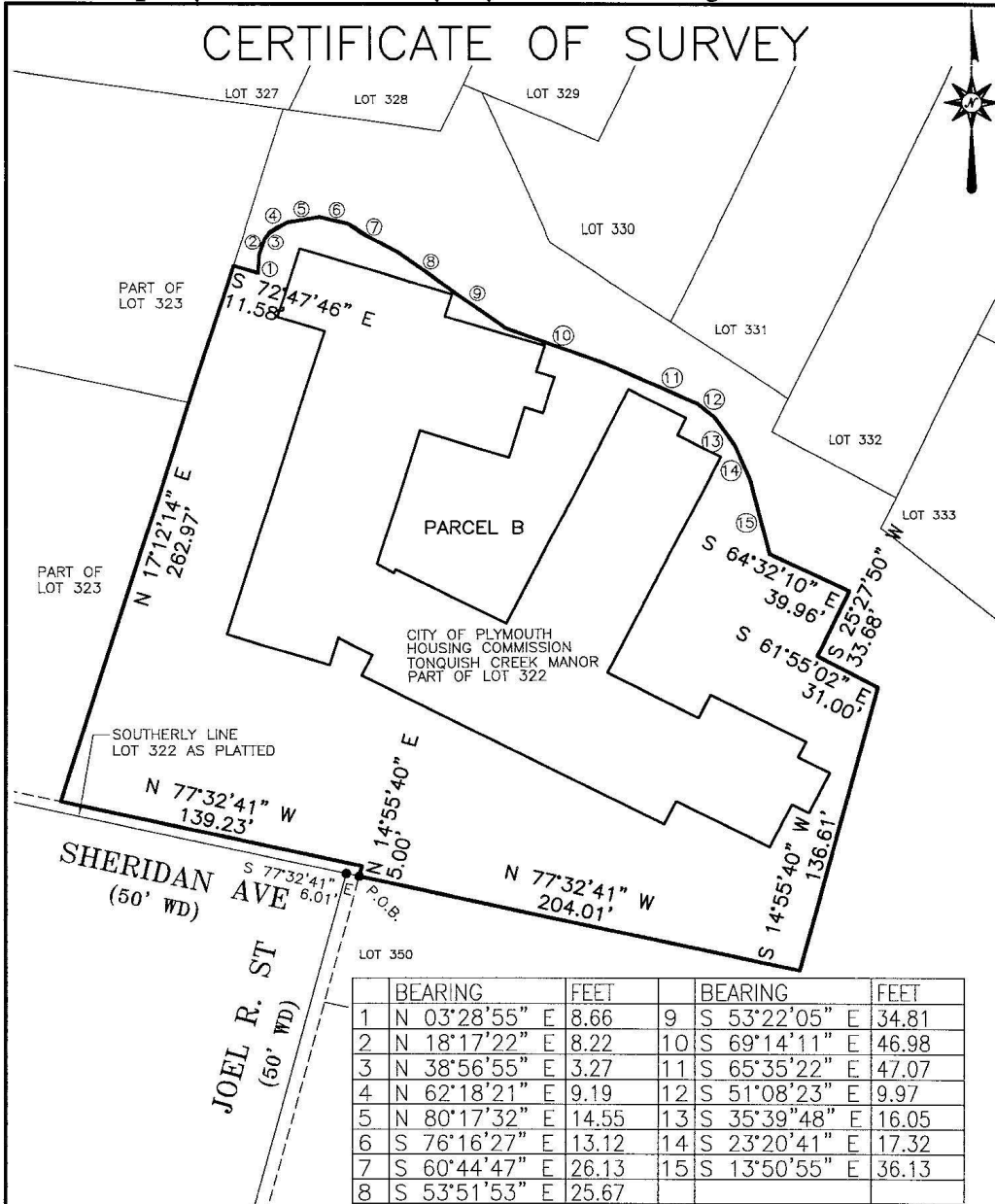
Parcel A

Part of ASSESSOR'S PLYMOUTH PLAT NO. 13, of part of the Northeast ¼ of the Southeast ¼ of Section 27, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 66 of Plats, Page 46, Wayne County Records, described as:

BEGINNING at the Northwesterly corner of Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence S. 81° 50' 54" E. 508.38 feet to the Southeasterly corner of Lot 328 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (1) thence N. 25° 27' 50" E. 24.13 feet along the Easterly line of said Lot 328 to the Southwesterly corner of Lot 329 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (2) thence S. 66° 43' 40" E. 9.07 feet along the Southerly line of said Lot 329; (3) thence S. 24° 11' 38" E. 75.39 feet; (4) thence S. 55° 23' 20" E. 130.88 feet to the Southeasterly corner of Lot 331 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (5) thence S. 25° 27' 50" W. 17.00 feet along the Westerly line of Lot 332 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to the Southwesterly corner of said Lot 332; (6) thence S. 61° 55' 02" E. 63.77 feet along the Southerly line of said Lot 332; (7) thence S. 25° 27' 50" W. 16.47 feet; thence S. 50° 47' 57" E. 267.92 feet to a point on the Westerly line of Lot 342 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (8) thence S. 25° 00' 17" W. 14.82 feet along said Westerly line of said Lot 342 to a point on the Westerly line of Lot 343 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence N. 61° 55' 02" W. 260.66 feet; thence N. 25° 27' 50" E. 33.68 feet; thence N. 64° 32' 10" W. 39.96 feet; thence along an asphalt path the following 15 courses: (9) N. 13° 50' 55" W. 36.13 feet, (10) N. 23° 20' 41" W. 17.32 feet, (11) N. 35° 39' 48" W. 16.05 feet, (12) N. 51° 08' 23" W. 9.97 feet, (13) N. 65° 35' 22" W. 47.07 feet, (14) N. 69° 14' 11" W. 46.98 feet, (15) N. 53° 22' 05" W. 34.81 feet, (16) N. 53° 51' 53" W. 25.67 feet, (17) N. 60° 44' 47" W. 26.13 feet, (18) N. 76° 16' 27" W. 13.12 feet, (19) S. 80° 17' 32" W. 14.55 feet, (20) S. 62° 18' 21" W. 9.19 feet, (21) S. 38° 56' 55" W. 3.27 feet, (22) S. 18° 17' 22" W. 8.22 feet, (23) S. 03° 28' 55" W. 8.66 feet; (24) thence N. 72° 47' 46" W. 11.58 feet to a point on the Easterly line of Lot 323 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (25) thence S. 17° 12' 14" W. 68.20 feet to a point said point being the Southeasterly corner of Lot 323 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence N. 77° 32' 44" W. 239.55 feet along the Southerly line of said Lot 323 to a point on the Westerly line of said Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence S. 12° 12' 51" W. 76.10 feet along said Westerly line of said Lot 324; thence N. 77° 47' 32" W. 133.03 feet to a point on the Westerly line of said Lot 324; and thence N. 02° 51' 00" W. 193.79 feet along the Westerly line of said Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to the POINT OF BEGINNING. ALSO part of said Lot 342 of ASSESSOR'S PLYMOUTH PLAT NO. 13 being described as: BEGINNING at the Southwesterly corner of said Lot 342; thence (A) N. 25° 00' 17" E. 14.00 feet along the Westerly line of said Lot 342; thence (B) S. 51° 23' 51" E. 61.87 feet to a point on the Southerly line of said Lot 342; (C) and thence N. 63° 54' 28" W. 60.00 feet along said Southerly line of said Lot 342 to the POINT OF BEGINNING. AND ALSO part of said Lot 343 of ASSESSOR'S PLYMOUTH PLAT NO. 13 being described as: BEGINNING at the Northeasterly corner of said Lot 343; thence (D) S. 25° 00' 17" W. 15.97 feet along the

Property to be retained by Plymouth Housing Commission Parcel B

CERTIFICATE OF SURVEY



	BEARING	FEET		BEARING	FEET
1	N 03°28'55" E	8.66	9	S 53°22'05" E	34.81
2	N 18°17'22" E	8.22	10	S 69°14'11" E	46.98
3	N 38°56'55" E	3.27	11	S 65°35'22" E	47.07
4	N 62°18'21" E	9.19	12	S 51°08'23" E	9.97
5	N 80°17'32" E	14.55	13	S 35°39'48" E	16.05
6	S 76°16'27" E	13.12	14	S 23°20'41" E	17.32
7	S 60°44'47" E	26.13	15	S 13°50'55" E	36.13
8	S 53°51'53" E	25.67			

LEGAL DESCRIPTION

SEE ATTACHED

LEGEND

RECORDED R.
MEASURED M.
FOUND IRON ROD F.I.R.
FOUND IRON PIPE F.I.P.
SET CAPPED IRON S.C.I.
FOUND CONC. MON. F.C.M.
POINT OF BEGINNING P.O.B.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 01/13/23 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/5000 AND THAT ALL REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

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CLIENT:
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DATE: 09/03/24
JOB NO.: 4178
FILE NO.: 4178

SCALE: 0' 60' 120'
1" = 60'

SHEET:
3 OF 7

DRAWN BY:
BGW

Easterly line of said Lot 343 said line also being the Westerly right of way line of Harvey Street (50 feet wide); (E) thence N. 50° 49' 51" W. 70.58 feet to a point on the Northerly line of said Lot 343; and (F) thence S. 63° 54' 27" E. 68.45 feet along said Northerly line of said Lot 343 to the POINT OF BEGINNING. Containing 2.14 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

Parcel B to be retained by the Plymouth Housing Commission

Parcel B

Part of Lot 322 of ASSESSOR'S PLYMOUTH PLAT NO. 13 of part of the Northeast ¼ of the Southeast ¼ of Section 27, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 66 of Plats, Page 46, Wayne County Records, described as:

Commencing at the Northwest corner of Lot 350; thence along the Southerly line of said Lot 322, S. 77° 32' 41" E. 6.01 feet to the POINT OF BEGINNING; thence N. 14° 55' 40" E. 5.00 feet; thence N. 77° 32' 41" W. 139.23 feet; thence N. 17° 12' 14" E. 262.97 feet; thence S. 72° 47' 46" E. 11.58 feet; thence along an asphalt path the following 15 courses: (1) N. 03° 28' 55" E. 8.66 feet, (2) N. 18° 17' 22" E. 8.22 feet, (3) N. 38° 56' 55" E. 3.27 feet, (4) N. 62° 18' 21" E. 9.19 feet, (5) N. 80° 17' 32" E. 14.55 feet, (6) S. 76° 16' 27" E. 13.12 feet, (7) S. 60° 44' 47" E. 26.13 feet, (8) S. 53° 51' 53" E. 25.67 feet, (9) S. 53° 22' 05" E. 34.81 feet, (10) S. 69° 14' 11" E. 46.98 feet, (11) S. 65° 35' 22" E. 47.07 feet, (12) S. 51° 08' 23" E. 9.97 feet, (13) S. 35° 39' 48" E. 16.05 feet, (14) S. 23° 20' 41" E. 17.32 feet, and (15) S. 13° 50' 55" E. 36.13 feet; thence S. 64° 32' 10" E. 39.96 feet; thence S. 25° 27' 50" W. 33.68 feet; thence S. 61° 55' 02" E. 31.00 feet; thence S. 14° 55' 40" W. 136.61 feet; and thence N. 77° 32' 41" W. 204.01 feet to the POINT OF BEGINNING. Containing 1.89 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.

c. Storm Sewer Easement & Construction Agreement

The following motion was offered by O'Donnell and seconded by Kehoe:

RESOLUTION 2024-96

WHEREAS The City of Plymouth operates a storm sewer system in an effort to help prevent, but not eliminate flooding to help protect the public health, safety and welfare; and

WHEREAS From time to time it is necessary to make additions and/or repairs to the storm sewer system to better address storm water Issues.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize an easement agreement with the owner of properties commonly known as 525/545/565 W. Ann Arbor Trail for a new six-inch storm sewer to be located on the property in accordance with the survey attached to this Resolution.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth authorizes a construction agreement with the property owner of 525/545/565 W. Ann Arbor Trail to construct the new storm sewer as indicated on the survey.

BE IT STILL FURTHER RESOLVED THAT the City Clerk shall include a complete copy of the Easement Agreement and the Construction Agreement with these Meeting Minutes.

There was discussion and a voice vote.

MOTION PASSED UNANIMOUSLY

DRAFT

**CITY OF PLYMOUTH
DRAINAGE, UTILITY, AND STORM SEWER EASEMENT**

"PARCEL 3"

**LOT 716, ALSO PART OF LOT 715 AND LOT 717 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN UBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET AND THE EASTERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL. (See attachment for complete description)
SIDWELL NO. 49-006-10-0715-302**

"PARCEL 2"

**PART OF LOTS 714 AND LOT 715 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL. (See attachment for complete description)
SIDWELL NO. 49-006-10-0714-000**

"PARCEL 1"

**LOT 713, AND PART OF LOT 714 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL. (See attachment for complete description)
SIDWELL NO. 49-006-10-0713-000**

Commonly known as: 525/545/565 W Ann Arbor Trail

THIS INDENTURE made the _____ day of _____ A.D. 20 _____ between _____ party of the first part, and the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-1688 a Municipal Corporation, of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an easement for drainage, utility, and storm sewer purposes in which to construct, operate, maintain, repair and/or replace drains, and utilities, as well as the purpose of access to install and maintain lines and connections and equipment therefor, in, unto, and upon that certain piece of land situated in the City of Plymouth, County of Wayne, and State of Michigan, to-wit:

Parcels 3, 2 & 1 Legal Descriptions, including drainage, utilities, and storm sewer easements
As described and shown:
EXHIBIT "A"

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to use any portion of the said property for purposes other than herein designated. Provided, also, that this easement shall continue in perpetuity.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CITY:

OWNER:

STATE OF MICHIGAN)
) SS

COUNTY OF _____)

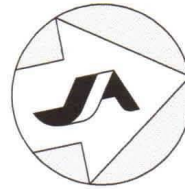
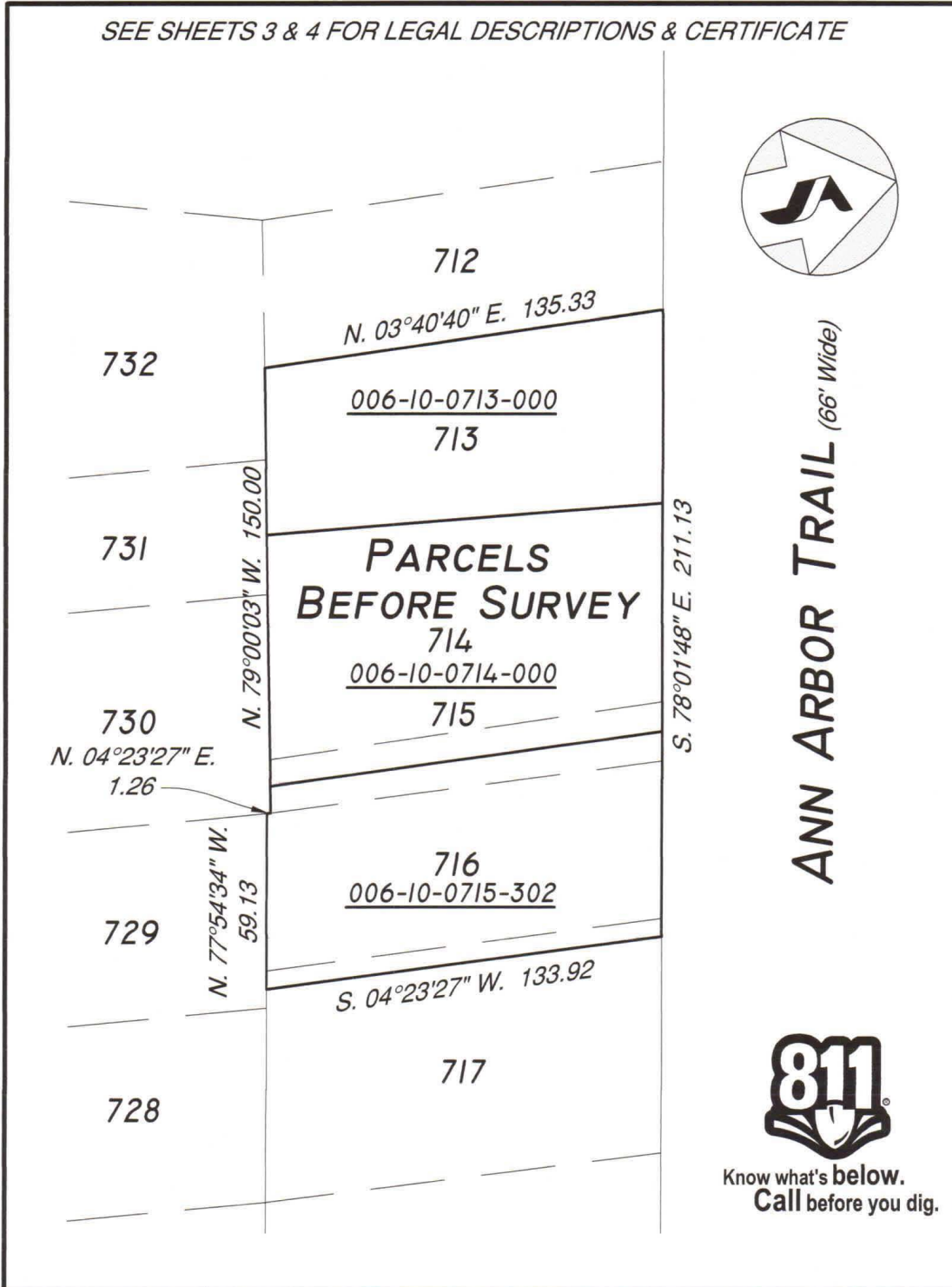
On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared: _____ and _____ to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodie, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a), being MCLA 207.526.

SEE SHEETS 3 & 4 FOR LEGAL DESCRIPTIONS & CERTIFICATE



Know what's below.
Call before you dig.



CERTIFIED SURVEY

PART OF THE SOUTHWEST ¼ OF SECTION 26
TOWN 1 SOUTH, RANGE 8 EAST
CITY OF PLYMOUTH, WAYNE COUNTY,
MICHIGAN

Jekabson & Associates, P.C.
Professional Land Surveyors
1320 Goldsmith, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 fax



Date:
24 OCT 2024

Job No.
23-02-007

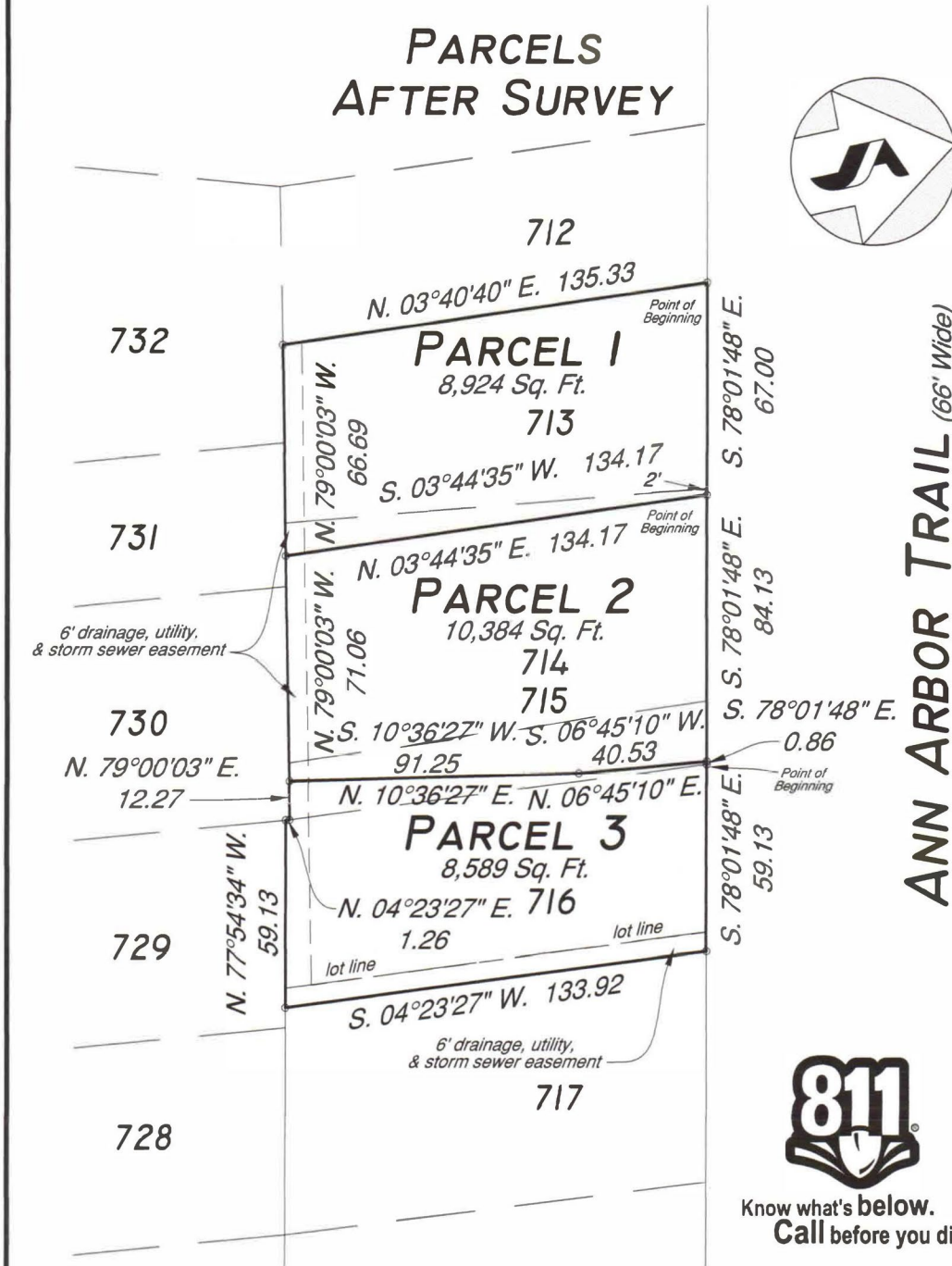
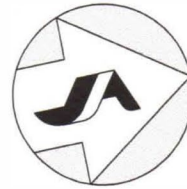
Scale
1" = 40'

Drawn
AAH

Checked
JGE

Sheet
1 OF 4

PARCELS AFTER SURVEY



ANN ARBOR TRAIL (66' Wide)



Know what's below.
Call before you dig.



CERTIFIED SURVEY

PART OF THE SOUTHWEST ¼ OF SECTION 26
TOWN 1 SOUTH, RANGE 8 EAST
CITY OF PLYMOUTH, WAYNE COUNTY,
MICHIGAN

Jekabson & Associates, P.C.
Professional Land Surveyors
1320 Goldsmith, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 fax



Date:	24 OCT 2024
Job No.	23-02-007
Scale	1" = 40'
Drawn	AAH
Checked	JGE
Sheet	2 OF 4

DESCRIPTION BEFORE SURVEY

Tax ID# 006-10-0713-000

LOT 713 "ASSESSOR'S PLYMOUTH PLAT NO.20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS ON PAGE 42, WAYNE COUNTY RECORDS.

Tax ID# 006-10-0714-000

LOT 714 AND THE WESTERLY 1/2 OF LOT 715, "ASSESSOR'S PLYMOUTH PLAT NO.20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS ON PAGE 42, WAYNE COUNTY RECORDS.

Tax ID# 006-10-0715-302

THE EASTERLY 1/2 OF LOT 715, ALSO LOT 716 AND BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 717; THENCE ALONG THE NORTHERLY LINE OF LOT 717, SOUTH 78°01'48" EAST, 6.13 FEET; THENCE SOUTH 04°23'27" WEST, 133.92 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 717, NORTH 77°54'34" WEST, 6.13 FEET TO THE SOUTHWESTERLY CORNER OF LOT 717; THENCE ALONG THE WESTERLY LINE OF LOT 717 NORTH 04°23'27" EAST, 133.91 FEET TO THE POINT OF BEGINNING, "ASSESSOR'S PLYMOUTH PLAT NO.20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS ON PAGE 42, WAYNE COUNTY RECORDS.

SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, THAT I AM A DULY LICENSED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF MICHIGAN, THAT THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, P.A. 132 OF 1970, AS AMENDED, AND THAT THE ERROR OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS WAS 1 TO 76,000.

I. JOHN JEKABSON P.S. #19836




CERTIFIED SURVEY

PART OF THE SOUTHWEST 1/4 OF SECTION 26
TOWN 1 SOUTH, RANGE 8 EAST
CITY OF PLYMOUTH, WAYNE COUNTY,
MICHIGAN

Jekabson & Associates, P.C.
Professional Land Surveyors
1320 Goldsmith, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 fax



Date:
24 OCT 2024
Job No.
23-02-007
Scale
1" = 40'
Drawn
AAH
Checked
JGE
Sheet
3 OF 4

DESCRIPTION AFTER SURVEY

PARCEL 1

LOT 713, AND PART OF LOT 714 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 713; THENCE ALONG THE SOUTH LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 713 AND LOT 714, SOUTH 78°01'48" EAST, 67.00 FEET; THENCE SOUTH 03°44'35" WEST, 134.17 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 713 AND LOT 714, NORTH 79°00'03" WEST, 66.69 FEET; THENCE ALONG THE WESTERLY LINE OF LOT 713, NORTH 03°40'40" EAST, 135.33 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8,924 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.

PARCEL 2

PART OF LOTS 714 AND LOT 715 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 714 DISTANT SOUTH 78°01'48" EAST, 2.00 FEET FROM THE NORTHWEST CORNER OF LOT 714 FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 714 AND LOT 715, SOUTH 78°01'48" EAST, 84.13 FEET; THENCE SOUTH 06°45'10" WEST, 40.53 FEET; THENCE SOUTH 10°36'27" WEST, 91.25 FEET TO THE SOUTHERLY LINE OF LOT 715; THENCE ALONG THE SOUTHERLY LINE OF LOT 714 AND LOT 715, NORTH 79°00'03" WEST, 71.06 FEET; THENCE NORTH 03°44'35" EAST, 134.17 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 10,384 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.

PARCEL 3

LOT 716, ALSO PART OF LOT 715 AND LOT 717 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 715 AND PROCEEDING THENCE ALONG THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 716 & LOT 717, SOUTH 78°01'48" EAST, 59.13 FEET; THENCE SOUTH 04°23'27" WEST, 133.92 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 717 AND LOT 716, NORTH 77°54'34" WEST, 59.13 FEET TO THE SOUTHWESTERLY CORNER OF LOT 717; THENCE ALONG THE WESTERLY LINE OF LOT 717, NORTH 04°23'27" EAST, 1.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 715, NORTH 79°00'03" EAST, 12.27 FEET; THENCE NORTH 10°36'27" EAST, 91.25 FEET; THENCE NORTH 06°45'10" EAST, 40.53 FEET; THENCE SOUTH 78°01'48" EAST, 0.86 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8,589 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET AND THE EASTERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.



CERTIFIED SURVEY

PART OF THE SOUTHWEST ¼ OF SECTION 26
TOWN 1 SOUTH, RANGE 8 EAST
CITY OF PLYMOUTH, WAYNE COUNTY,
MICHIGAN

Jekabson & Associates, P.C.
Professional Land Surveyors
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Date:
24 OCT 2024
Job No.
23-02-007
Scale
1" = 40'
Drawn
AAH
Checked
JGE
Sheet
4 OF 4

DRAFT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ A.D. 20 _____, by and between the City of Plymouth, 201 South Main Street, Plymouth, MI 48170-1688 a Municipal Corporation, of the County of Wayne, State of Michigan (hereinafter called CITY), and _____, owner of the property commonly known as: 525/545/565 W Ann Arbor Trail, (hereinafter called OWNER), further described as:

SIDWELL NO. 49-006-10-0715-302

"PARCEL 3"

LOT 716, ALSO PART OF LOT 715 AND LOT 717 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN UBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 715 AND PROCEEDING THENCE ALONG THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 716 & LOT 717, SOUTH 78°01'48" EAST, 59.13 FEET; THENCE SOUTH 04°23'27" WEST, 133.92 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 717 AND LOT 716, NORTH 77°54'34" WEST, 59.13 FEET TO THE SOUTHWESTERLY CORNER OF LOT 717; THENCE ALONG THE WESTERLY LINE OF LOT 717, NORTH 04°23'27" EAST, 1.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 715, NORTH 79°00'03" EAST, 1227 FEET; THENCE NORTH 10°36'27" EAST, 91.25 FEET; THENCE NORTH 06°45'10" EAST, 40.53 FEET; THENCE SOUTH 78°01'48" EAST, 0.86 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8,589 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET AND THE EASTERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.

SIDWELL NO. 49-006-10-0714-000

"PARCEL 2"

PART OF LOTS 714 AND LOT 715 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 714 DISTANT SOUTH 78°01'48" EAST, 200 FEET FROM THE NORTHWEST CORNER OF LOT 714 FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 714 AND LOT 715, SOUTH 78°01'48" EAST, 84.13 FEET; THENCE SOUTH 06°45'10" WEST, 40.53 FEET; THENCE SOUTH 10°36'27" WEST, 91.25 FEET TO THE SOUTHERLY LINE OF LOT 715; THENCE ALONG THE SOUTHERLY LINE OF LOT 714 AND LOT 715, NORTH 79°00'03" WEST, 71.06 FEET; THENCE NORTH 03°44'35" EAST, 134.17 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 10,384 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.

SIDWELL NO. 49-006-10-0713-000

"PARCEL 1"

LOT 713, AND PART OF LOT 714 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 713; THENCE ALONG THE SOUTH LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 713 AND LOT 714, SOUTH 78°01'48" EAST, 67.00 FEET; THENCE SOUTH 03°44'35" WEST, 134.17 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 713 AND LOT 714, NORTH 79°00'03" WEST, 66.69 FEET; THENCE ALONG THE WESTERLY LINE OF LOT 713, NORTH 03°40'40" EAST, 135.33 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8,924 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CITY:

OWNER:

STATE OF MICHIGAN)
) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared: _____ and _____
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

WHEN RECORDED RETURN TO:

City of Plymouth
201 South Main Street
Plymouth, MI 48170-1688
Attention: Ms. Maureen Brodie, Clerk

This instrument is exempt from the Michigan transfer tax pursuant to Section 5(a), being MCLA 207.505 and Section 6(a), being MCLA 207.526.

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Kehoe: No November OVA meeting

Minton: Reported on the Planning Commission and ZBA meetings.

Deal: Reported on the DDA meeting.

b. Appointments – None

10. ADJOURNMENT

*The next regular City Commission meeting is 7:00 pm on Monday December 2 at Plymouth City Hall. Filipczak offered a motion, seconded by Maguire to adjourn the meeting at 7:25 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK