



GRANT OF EASEMENT FOR ELECTRICAL UTILITY SUBSTATION

Magellan Properties, L.L.C., a Michigan limited liability company, of 206 S. Fifth Avenue, Ann Arbor, Michigan 48104, hereinafter referred to as "Grantor," hereby grants and conveys to the Village of Chelsea, a Michigan municipal corporation, of 305 S. Main Street, Suite 100, Chelsea, Michigan 48118, hereinafter referred to as "Grantee," a permanent easement for the installation and maintenance of a municipally owned electrical utility substation, including a nonexclusive access easement for ingress, egress and the installation and maintenance of public utilities on the real estate hereinafter described, together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, installation and maintenance of the electrical utility substation on the following parcel of real estate located in the Township of Sylvan, County of Washtenaw and State of Michigan, described as follows:

Commencing at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'45"W 658.22 feet along the South line of said Section to a point on the West line of the East 1/2 of the East 1/2 of the Southeast 1/4 of said Section; thence N00°53'20"E 1706.54 feet along said West line to the Point of Beginning; thence continuing N00°53'20"E 160.02 feet along said West line; thence N89°56'05"E 270.04 feet; thence S00°53'20"W 160.02 feet; thence S89°56'05"W 270.04 feet to the Point of Beginning. Being a part of the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 0.99 acres of land, more or less. Being subject to easements and restrictions of record, if any.

Together with a variable width nonexclusive easement for the purposes of ingress and egress and the installation and maintenance of utilities the Easterly line of which is described as follows: Commencing at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'45"W 658.22 feet along the South line of said Section to a point on the West line of the East 1/2 of the East 1/2 of the Southeast 1/4 of said Section; thence N00°53'20"E 354.28 feet along said West line to a point on the centerline of Brown Drive; thence N88°05'55"E 41.17 feet along said centerline to the Point of Beginning; thence N00°50'30"E 1350.92 feet to the Point of Termination. Being subject to easements and restrictions of record, if any.



Subject to an easement for the benefit of Consumers Energy Corporation over a 36 foot wide strip of land for the installation and maintenance of public utilities and a 160 foot wide strip of land for tree clearing purposes both having a centerline described as follows: Commencing at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'45"W 658.22 feet along the South line of said Section to a point on the West line of the East 1/2 of the East 1/2 of the Southeast 1/4 of said Section; thence N00°53'20"E 657.45 feet along said West line to the Point of Beginning; thence N35°58'35"E 13.68 feet; thence N00°50'30"E 1198.03 feet to the Point of Termination. Being subject to easements and restrictions of record, if any,

and as set forth on the attached survey by Washtenaw Engineering Company dated August 21, 2000, for Job 27331, marked Exhibit A.

Grantor and Grantee also agree to the following covenants, terms and conditions:

1. Grantor hereby covenants with Grantee that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey an easement over it, that it is free from all encumbrances, except as noted above, and that it will defend the title thereto, and the easement granted hereby, against the lawful claims of all persons whatsoever.
2. Grantor shall not construct any new buildings or improvements upon that portion of the above premises encumbered by said easement.
3. Grantor retains the right to build a future sixty-six foot (66') wide private or public road for ingress and egress across the forty-one and 17/100 foot (41.17') wide nonexclusive access easement, and to make use of said nonexclusive access easement as needed in the future.
4. Grantee agrees that the electrical utility substation constructed on said easement shall not exceed twenty-five feet (25') in height from the existing ground level and specifically agrees that no cellular tower or other form of antenna will be constructed or installed on said easement.
5. Grantee agrees that the electrical utility substation constructed on said easement shall produce no noise (no peekers) that would be offensive to surrounding neighbors.
6. Grantee agrees to do advance landscaping along the nonexclusive access easement and on the easement parcel so that the electrical utility substation will be shielded from view, as much as possible, from neighboring properties. Grantee agrees that this will include planting evergreen trees every fifty feet (50') along the east side of the forty-one and 17/100 foot (41.17') wide nonexclusive access easement.



7. Grantee shall be permitted to install electrical poles within the electrical utility substation easement and the nonexclusive access easement to carry electric power to Brown Drive.

8. Grantee agrees to perform full maintenance responsibilities required by it on the nonexclusive access easement and agrees that it will install no fences along the nonexclusive access easement.

9. Grantee agrees that upon construction of the electrical utility substation that it will install a fence around the equipment so that it is protected and does not become an attractive nuisance. Grantee further agrees to install landscaping around said fence on its north, east and south sides on the exterior boundary of the electrical utility substation easement on which it will plant six foot (6') high evergreens in two (2) staggered rows so that they will produce an opacity of 100% in the foreseeable future.

10. Grantee agrees to install all future electrical lines located within the Brown Drive right-of-way underground.

11. Grantee agrees that upon the request of Grantor that it will install at no cost to Grantor street lights and all electrical underground service needed for all future real estate developments by Grantor accessed by existing Pielemeier Drive, or the northerly extension thereof, as described on Exhibit B, provided that said costs shall not exceed \$50,000.00.

12. Grantee agrees to save and hold Grantor harmless from any and all claims, debts, causes of action, or judgments for any damage to property and/or injury to any person which may arise out of any construction within or use of the easement area by Grantee, its agents, employees, representatives, contractors, successors, or assigns, including reimbursement for any and all attorney fees incurred by Grantor as a result of the use of the easement parcel by Grantee.

13. Grantee agrees to be responsible for and pay any and all personal property taxes assessed against any of Grantee's equipment, fixtures or other improvements placed within the easement and to be responsible for and pay its pro rata share of the real property taxes assessed upon the tax parcel of land containing the easement.

14. No agreement shall be effective to add to, change, modify, or waive or discharge this Grant of Easement in whole or in part, unless such agreement is in writing and signed by the parties hereto, their successors or assigns.

15. This Grant of Easement shall not create an association, partnership, joint venture, or a principle and agency relationship between the Grantor and the Grantee.

16. This Grant of Easement contains the entire agreement between the parties and there are no other terms, express or implied, except as contained herein.

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17. This Grant of Easement shall be governed by the laws of the State of Michigan.

18. This Grant of Easement shall be binding upon the parties hereto, their respective successors and assigns.

19. Grantee acknowledges that if it does not commence construction of the electrical utility substation on the easement parcel within three (3) years from the date hereof that this Grant of Easement shall expire and be null and void thereafter. Further, Grantee agrees that if it constructs the electrical utility substation on the easement parcel and subsequently discontinues its use, that it will remove all electrical utility substation improvements made thereon and this Grant of Easement will expire and be null and void thereafter.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Easement for Electrical Utility Substation as of the 5th day of October, 2000.

Witnesses:

MAGELLAN PROPERTIES, L.L.C., Grantor

By:

Rene Papo, Member

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing document was acknowledged before me this 5th day of October, 2000, by Rene Papo, Member, on behalf of Magellan Properties, L.L.C., a Michigan limited liability company.

JENNIFER T. LUNDINE
Notary Public, Washtenaw County, MI
My Commission Expires Jun. 18, 2003

_____, Notary Public
Washtenaw County, Michigan
My commission expires:

Witnesses:

VILLAGE OF CHELSEA, Grantee

By:

Richard Steele, President

By:

Frances Zatorski, Clerk

H.L. (Jack) Myers Jr.

Georgia M. Beeman

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STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing document was acknowledged before me this 5th day of December, 2000, by Richard Steele and Frances Zatorski, President and Clerk, respectively, of the Village of Chelsea, a Michigan municipal corporation, on behalf of the corporation.

Barbara J. Fredotte
Washtenaw County, Michigan, Notary Public
My commission expires:

BARBARA J. FREDOTTE
Notary Public - Washtenaw County, MI
My Commission Expires Aug. 14, 2001

This document prepared by:
Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131
(734) 761-9000

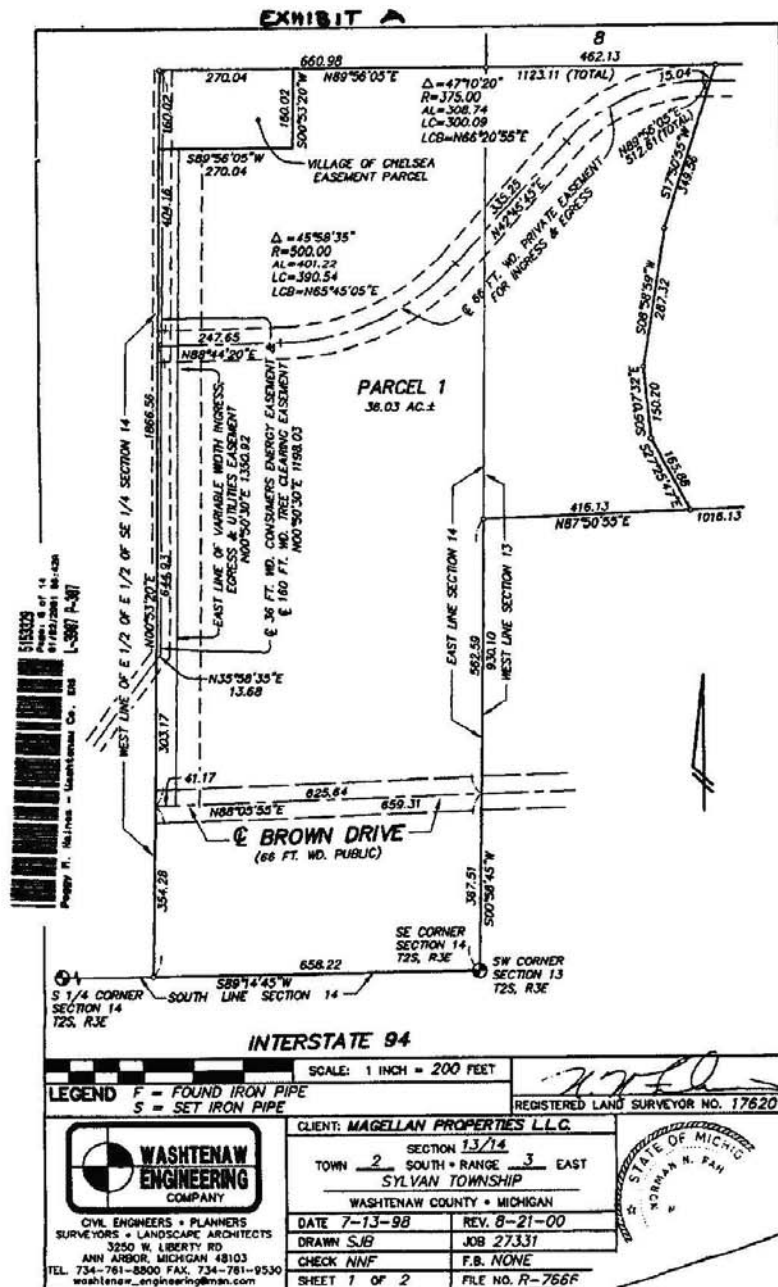
When recorded return to:
Village of Chelsea
305 S. Main Street, Suite 100
Chelsea, Michigan 48118 ✓

Tax parcel #: 81-06-14-400-001

Recording fee: ~~\$21.00~~
\$35.00

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CONSUMER'S ENERGY EASEMENT

A 36 foot wide strip of land for the installation and maintenance of utilities and a 160 foot wide strip of land for tree clearing purposes both having a centerline described as follows: Commencing at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'45"W 656.22 feet along the South line of said Section to a point on the West line of the East ½ of the East ½ of the Southeast ¼ of said Section; thence N00°53'20"E 657.45 feet along said West line to the POINT OF BEGINNING; thence N36°58'35"E 13.66 feet; thence N00°50'30"E 1198.03 feet to the POINT OF TERMINATION. Being subject to easements and restrictions of record, if any.


INGRESS, EGRESS AND UTILITIES EASEMENT - (TO THE VILLAGE OF CHELSEA)

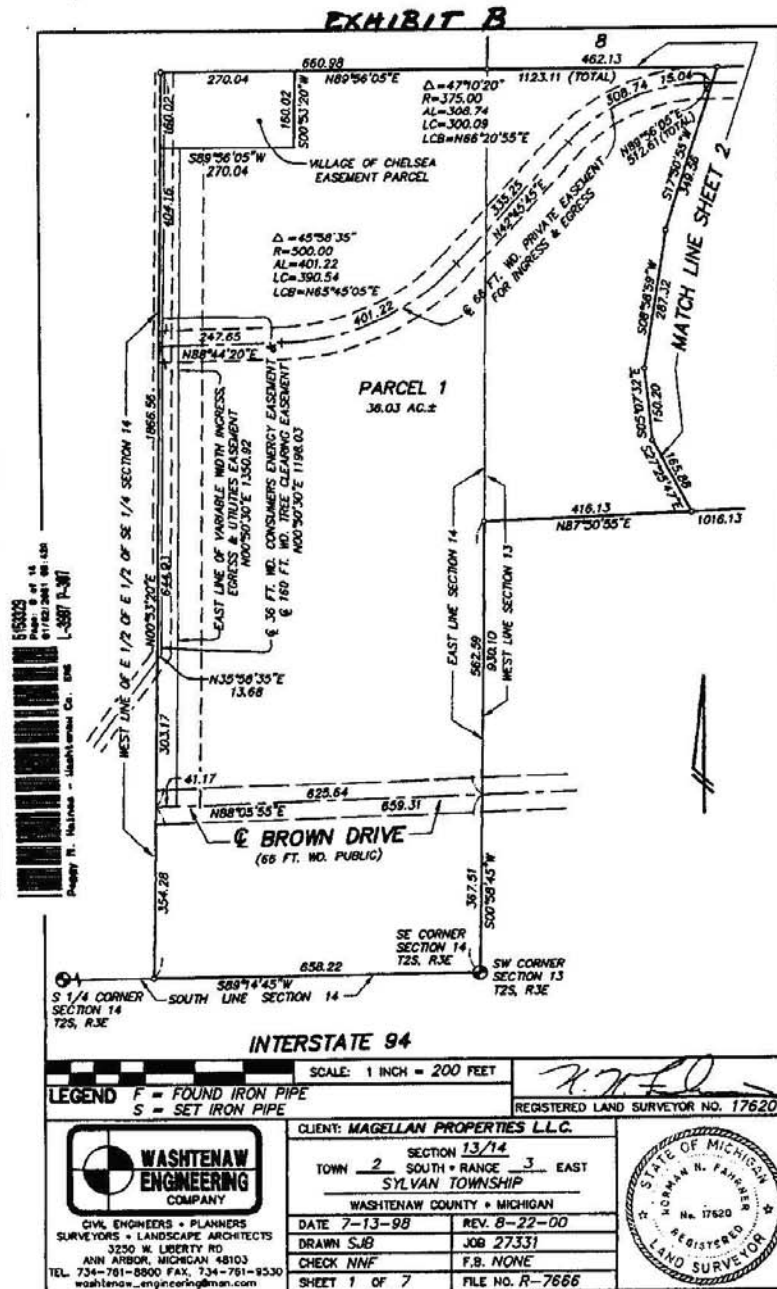
A variable width easement for the purposes of ingress and egress and the installation and maintenance of utilities the Easterly line of which is described as follows: Commencing at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'45"W 656.22 feet along the South line of said Section to a point on the West line of the East ½ of the East ½ of the Southeast ¼ of said Section; thence N00°53'20"E 354.28 feet along said West line to a point on the centerline of Brown Drive; thence N88°05'55"E 41.17 feet along said centerline to the POINT OF BEGINNING; thence N00°50'30"E 1350.92 feet to the POINT OF TERMINATION. Being subject to easements and restrictions of record, if any.

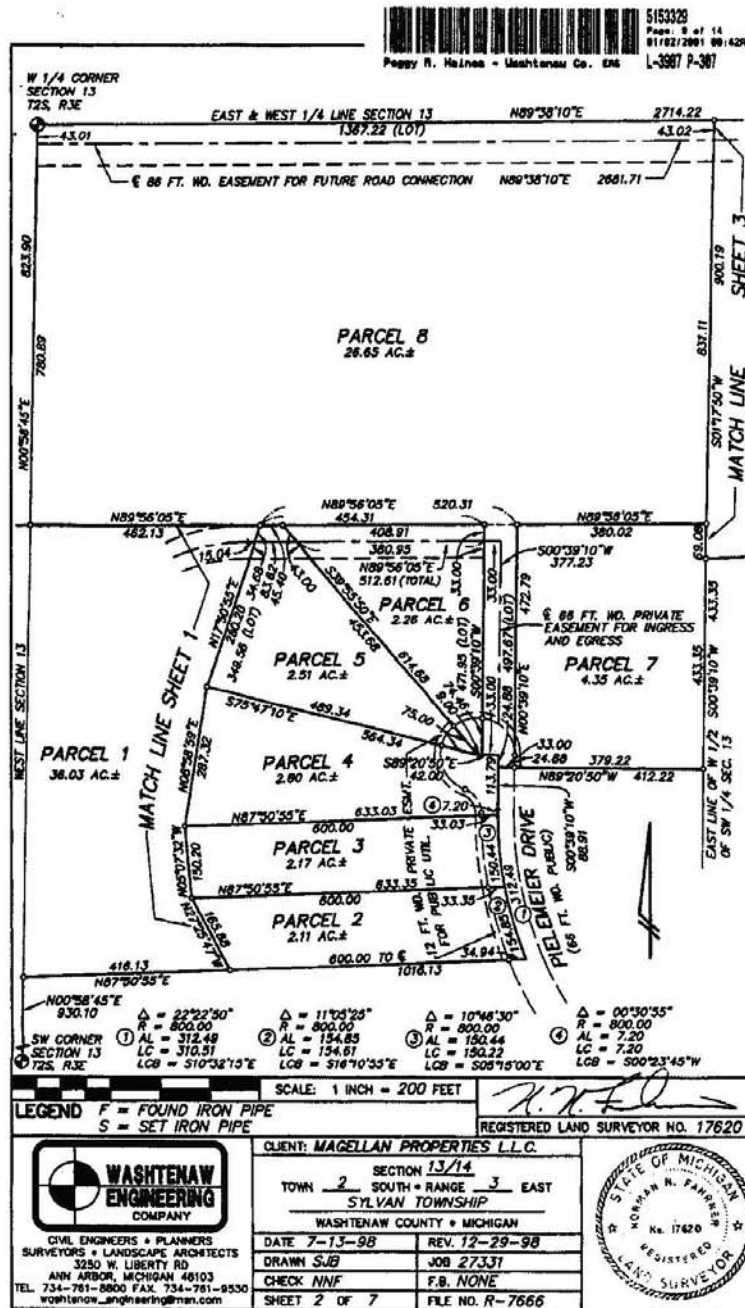
VILLAGE OF CHELSEA EASEMENT PARCEL

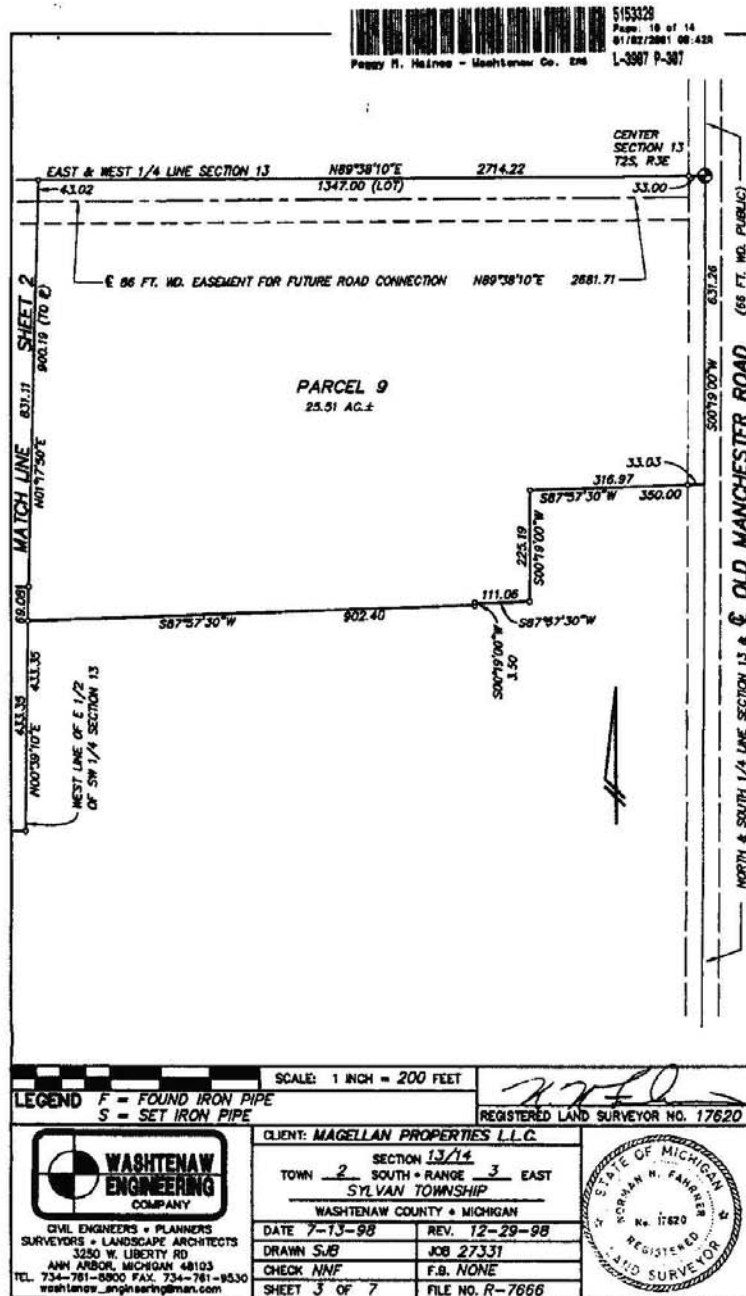
An easement to the Village of Chelsea for the installation and maintenance of utilities being described as follows: Commencing at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'45"W 656.22 feet along the South line of said Section to a point on the West line of the East ½ of the East ½ of the Southeast ¼ of said Section; thence N00°53'20"E 1706.54 feet along said West line to the POINT OF BEGINNING; thence continuing N00°53'20"E 160.02 feet along said West line; thence N89°56'05"E 270.04 feet; thence S00°53'20"W 160.02 feet; thence S89°56'05"W 270.04 feet to the Point of Beginning. Being a part of the East ½ of the East ½ of the Southeast ¼ of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 0.99 acres of land, more or less. Being subject to easements and restrictions of record, if any.

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01/07/2008 08:42Z
L-3987 P-307
Peggy R. Haines - Washtenaw Co. ENE

SCALE: 1 INCH = FEET		REGISTERED LAND SURVEYOR NO. 17620	
LEGEND		CLIENT: MAGELLAN PROPERTIES LLC	
 <p>WASHTENAW ENGINEERING COMPANY</p> <p>CIVIL ENGINEERS • PLANNERS SURVEYORS • LANDSCAPE ARCHITECTS 3250 W. LIBERTY RD. ANN ARBOR, MICHIGAN 48103 TEL. 734-761-8800 FAX. 734-761-9530 washtenaw_engineering@msn.com</p>		<p>SECTION 13/14</p> <p>TOWN 2 SOUTH • RANGE 3 EAST</p> <p>SYLVAN TOWNSHIP</p> <p>WASHTENAW COUNTY • MICHIGAN</p> <p>DATE 7-13-98 REV. 8-22-00</p> <p>DRAWN SUB JOB 27331</p> <p>CHECK NNF F.B. NONE</p> <p>SHEET 2 OF 2 FILE NO. R-7666</p>	









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DESCRIPTION - PARCEL 1

BEGINNING at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'45"W 658.22 feet along the South line of said Section to a point on the West line of the East ½ of the East ¼ of the Southeast ¼ of said Section; thence N00°53'20"E 1666.56 feet along said West line; thence N89°56'05"E 1123.11 feet; thence S17°50'56"W 349.56 feet; thence S08°58'58"W 287.32 feet; thence S05°07'32"E 150.20 feet; thence S27°25'47"E 165.88 feet; thence S67°50'55"W 416.13 feet to a point on the East line of said Section 14; thence S00°58'45"W 930.10 feet along said East line to the Point of Beginning. Being a part of the East ½ of the East ¼ of the Southeast ¼ of Section 14 and a part of the West ½ of the Southwest ¼ of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 36.03 acres of land, more or less. Being subject to the rights of the public over Brown Drive as occupied. Also being subject to easements and restrictions of record, if any. Also being subject to and together with a 66 foot wide strip of land to be used for the purposes of ingress and egress having a centerline described as follows: Commencing at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'45"W 658.22 feet along the South line of said Section to a point on the West line of the East ½ of the East ¼ of the Southeast ¼ of said Section; thence N00°53'20"E 1302.38 feet along said West line to the POINT OF BEGINNING; thence N88°44'20"E 247.65 feet; thence Easterly 401.22 feet along the arc of 500.00 foot radius circular curve to the left, through a central angle of 45°56'35", having a chord which bears N65°45'05"E 390.54 feet; thence N42°45'45"E 335.25 feet; thence Easterly 308.74 feet along the arc of a 375.00 foot radius circular curve to the right, through a central angle of 47°10'20", having a chord which bears N68°20'56"E 300.09 feet; thence N89°56'05"E 512.61 feet; thence S00°39'10"W 377.23 feet to a point on the Northern right-of-way line of Pleimeler Drive, said point being the POINT OF TERMINATION. Also being subject to and together with a 36 foot wide strip of land for the installation and maintenance of utilities and a 160 foot wide strip of land for tree clearing purposes both having a centerline described as follows: Commencing at the Southeast corner of said Section 14; thence S89°14'45"W 658.22 feet along the South line of said Section to a point on the West line of the East ½ of the East ¼ of the Southeast ¼ of said Section; thence N00°53'20"E 657.45 feet along said West line to the POINT OF BEGINNING; thence N35°58'35"E 13.68 feet; thence N00°50'30"E 1198.03 feet to the POINT OF TERMINATION. Also being subject to and together with a variable width easement for the purposes of ingress and egress and the installation and maintenance of utilities the Easterly line of which is described as follows: Commencing at the Southeast corner of said Section 14; thence S89°14'45"W 658.22 feet along the South line of said Section to a point on the West line of the East ½ of the East ¼ of the Southeast ¼ of said Section; thence N00°53'20"E 354.28 feet along said West line to a point on the centerline of Pleimeler Drive; thence N88°05'55"E 41.17 feet along said centerline to the POINT OF BEGINNING; thence N00°50'30"E 1350.92 feet to the POINT OF TERMINATION. Also being subject to and together with an easement to the Village of Chelsea for the installation and maintenance of utilities being described as follows: Commencing at the Southeast corner of said Section 14; thence S89°14'45"W 658.22 feet along the South line of said Section to a point on the West line of the East ½ of the East ¼ of the Southeast ¼ of said Section; thence N00°53'20"E 1705.54 feet along said West line to the POINT OF BEGINNING; thence continuing N00°53'20"E 160.02 feet along said West line; thence N89°58'05"E 270.04 feet; thence S00°53'20"W 160.02 feet; thence S89°56'05"W 270.04 feet to the Point of Beginning.

DESCRIPTION - PARCEL 2

Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N00°58'45"E 930.10 feet along the West line of said Section; thence N87°50'55"E 416.13 feet to the POINT OF BEGINNING; thence N27°25'47"W 165.88 feet; thence N87°50'55"E 633.35 feet to a point on the centerline of Pleimeler Drive; thence Southerly 154.85 feet along said centerline in the arc of an 800.00 foot radius circular curve to the left, through a central angle of 11°05'25", having a chord which bears S16°10'55"E 154.61 feet; thence S67°50'55"W 600.00 feet to the Point of Beginning. Being a part of the West ½ of the Southwest ¼ of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 2.11 acres of land, more or less. Being subject to the rights of the public over Pleimeler Drive as occupied. Also being subject to easements and restrictions of record, if any.

SCALE: 1 INCH = FEET		
LEGEND		
REGISTERED LAND SURVEYOR NO. 17620		
CLIENT: MAGELLAN PROPERTIES L.L.C.		
SECTION 13/14		
TOWN 2 SOUTH RANG 3 EAST		
SYLVAN TOWNSHIP		
WASHTENAW COUNTY • MICHIGAN		
DATE 7-13-98	REV. 8-22-00	
DRAWN SUB	JOB 27331	
CHECK NMF	F.B. NONE	
SHEET 4 OF 7	FILE NO. R-7666	
CIVIL ENGINEERS • PLANNERS SURVEYORS • LANDSCAPE ARCHITECTS 3250 W. LIBERTY RD. ANN ARBOR, MICHIGAN 48103 TEL. 734-781-8800 FAX. 734-761-9530 washtenaw_engineering@nln.com		

DESCRIPTION - PARCEL 3


Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N00°58'45"E 930.10 feet along the West line of said Section; thence N87°50'55"E 418.13 feet; thence N27°25'47"W 185.88 feet to the POINT OF BEGINNING; thence N05°07'32"W 150.20 feet; thence N87°50'55"E 633.03 feet to a point on the centerline of Plelemer Drive; thence Southerly 150.44 feet along said centerline in the arc of an 800.00 foot radius circular curve to the left, through a central angle of 10°46'30", having a chord which bears S05°16'00"E 150.22 feet; thence S87°50'55"W 633.35 feet to the Point of Beginning. Being a part of the West 1/4 of the Southwest 1/4 of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 2.17 acres of land, more or less. Being subject to the rights of the public over Plelemer Drive as occupied. Also being subject to easements and restrictions of record, if any.

DESCRIPTION - PARCEL 4

Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N00°58'45"E 930.10 feet along the West line of said Section; thence N87°50'55"E 418.13 feet; thence N27°25'47"W 185.88 feet; thence N05°07'32"W 150.20 feet to the POINT OF BEGINNING; thence N06°58'59"E 287.32 feet; thence S75°47'10"E 564.34 feet; thence S89°20'50"E 42.00 feet; thence S00°39'10"W 113.79 feet; thence Southerly 7.20 feet in the arc of an 800.00 foot radius circular curve to the left, through a central angle of 00°30'55", having a chord which bears S00°23'45"W 7.20 feet to a point on the centerline of Plelemer Drive; thence S87°50'55"W 633.03 feet to the Point of Beginning. Being a part of the West 1/4 of the Southwest 1/4 of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 2.80 acres of land, more or less. Being subject to the rights of the Public over Plelemer Drive as occupied. Also being subject to easements and restrictions of record, if any.

DESCRIPTION - PARCEL 5

Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N00°58'45"E 930.10 feet along the West line of said Section; thence N87°50'55"E 418.13 feet; thence N27°25'47"W 185.88 feet; thence N05°07'32"W 150.20 feet; thence N06°58'59"E 287.32 feet to the POINT OF BEGINNING; thence N17°50'55"E 348.56 feet; thence N89°56'05"E 45.40 feet; thence S39°55'50"E 614.68 feet; thence N75°47'10"W 564.34 feet to the Point of Beginning. Being a part of the West 1/4 of the Southwest 1/4 of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 2.51 acres of land, more or less. Being subject to the rights of the Public over Plelemer Drive as occupied. Also being subject to easements and restrictions of record, if any. Also being subject to and together with a 66 foot wide strip of land to be used for the purposes of ingress and egress having a centerline described as follows: Commencing at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'45"W 658.22 feet along the South line of said Section to a point on the West line of the East 1/4 of the East 1/4 of the Southeast 1/4 of said Section; thence N00°53'20"E 1302.38 feet along said West line to the POINT OF BEGINNING; thence N88°44'20"E 247.85 feet; thence Easterly 401.22 feet along the arc of 500.00 foot radius circular curve to the left, through a central angle of 46°58'35", having a chord which bears N65°45'05"E 390.54 feet; thence N42°45'45"E 335.25 feet; thence Easterly 308.74 feet along the arc of a 375.00 foot radius circular curve to the right, through a central angle of 47°10'20", having a chord which bears N68°20'55"E 300.09 feet; thence N89°56'05"E 512.81 feet; thence S00°39'10"W 377.23 feet to a point on the Northerly right-of-way line of Plelemer Drive, said point being the POINT OF TERMINATION.

SCALE: 1 INCH = FEET		REGISTERED LAND SURVEYOR NO. 17620	
LEGEND		CLIENT: MAGELLAN PROPERTIES LLC.	
		SECTION 13/14 TOWN 2 SOUTH RANGE 3 EAST SYLVAN TOWNSHIP WASHTENAW COUNTY • MICHIGAN	
CIVIL ENGINEERS • PLANNERS SURVEYORS • LANDSCAPE ARCHITECTS 3230 W. LIBERTY RD. ANN ARBOR, MICHIGAN 48103 TEL. 734-781-8800 FAX. 734-781-9530 washtenaw_engineering@msn.com		DATE 7-13-98 REV. 3-13-00 DRAWN SJB JOB 27331 CHECK NNF F.S. NONE SHEET 5 OF 7 FILE NO. R-7666	

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L-3987 P-307

Peggy H. Helms - Washtenaw Co. Eng

DESCRIPTION - PARCEL 6

Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N00°58'45"E 930.10 feet along the West line of said Section; thence N87°50'58"E 416.13 feet; thence N27°25'47"W 165.88 feet; thence N05°07'32"W 150.20 feet; thence N08°58'59"E 287.32 feet; thence N17°50'58"E 349.56 feet; thence N89°56'05"E 45.40 feet to the POINT OF BEGINNING; thence continuing N89°56'05"E 408.91 feet; thence S00°39'10"W 471.95 feet; thence N89°20'50"W 9.00 feet; thence N39°55'50"W 614.68 feet to the Point of Beginning. Being a part of the West ½ of the Southwest ¼ of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 2.26 acres of land, more or less. Being subject to the rights of the Public over Pilemeier Drive as occupied. Also being subject to easements and restrictions of record, if any. Also being subject to and together with a 66 foot wide strip of land to be used for the purposes of ingress and egress having a centerline described as follows: Commencing at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'43"W 658.22 feet along the South line of said Section to a point on the West line of the East ½ of the Southeast ¼ of said Section; thence N00°53'20"E 1302.36 feet along said West line to the POINT OF BEGINNING; thence N88°44'20"E 247.65 feet; thence Easterly 401.22 feet along the arc of 600.00 foot radius circular curve to the left, through a central angle of 48°58'33", having a chord which bears N85°45'05"E 390.64 feet; thence N42°45'45"E 335.25 feet; thence Easterly 308.74 feet along the arc of a 375.00 foot radius circular curve to the right, through a central angle of 47°10'20", having a chord which bears N84°20'55"E 300.09 feet; thence N89°56'05"E 512.81 feet; thence S00°39'10"W 377.23 feet to a point on the Northerly right-of-way line of Pilemeier Drive, said point being the POINT OF TERMINATION.

DESCRIPTION - PARCEL 7

Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N00°58'45"E 930.10 feet along the West line of said Section; thence N87°50'58"E 416.13 feet; thence N27°25'47"W 165.88 feet; thence N05°07'32"W 150.20 feet; thence N08°58'59"E 287.32 feet; thence N17°50'58"E 349.56 feet; thence N89°56'05"E 520.31 feet to the POINT OF BEGINNING; thence continuing N89°56'05"E 380.02 feet; thence S01°17'50"W 69.06 feet to a point on the East line of the West ½ of the Southwest ¼ of said Section; thence S00°39'10"W 433.35 feet along said East line; thence N89°20'50"W 378.22 feet to a point on the Easterly right-of-way line of Pilemeier Drive; thence along said Easterly right-of-way line N00°39'10"E 24.88 feet; thence continuing N00°39'10"E 472.79 feet to the Point of Beginning. Being a part of the Southwest ¼ of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 4.35 acres of land, more or less. Being subject to easements and restrictions of record, if any.

SCALE: 1 INCH = FEET

LEGEND

WASHTENAW ENGINEERING COMPANY
CIVIL ENGINEERS • PLANNERS
SURVEYORS • LANDSCAPE ARCHITECTS
3250 W. LIBERTY RD.
ANN ARBOR, MICHIGAN 48103
TEL. 734-781-8800 FAX: 734-781-9530
washtenaw_engineering@man.com

CLIENT: MAGELLAN PROPERTIES L.L.C.

SECTION 13/14
TOWN 2 SOUTH • RANGE 3 EAST
SYLVAN TOWNSHIP
WASHTENAW COUNTY • MICHIGAN

DATE 7-13-98 REV. 3-13-00
DRAWN SUB JOB 27331
CHECK NNF F.B. NONE
SHEET 6 OF 7 FILE NO. R-7666

REGISTERED LAND SURVEYOR NO. 17620

STATE OF MICHIGAN
HOMER N. FARRER
No. 17620
REGISTERED
LAND SURVEYOR

5153329
Page: 15 of 16
01/02/2001 00:00:00
L-9987 P-387

DESCRIPTION - PARCEL 8

Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N00°58'45"E 830.10 feet along the West line of said Section; thence N87°50'55"E 416.13 feet; thence N27°25'47"W 165.88 feet; thence N05°07'32"W 150.20 feet; thence N08°58'59"E 287.32 feet; thence N17°50'55"E 349.56 feet to the POINT OF BEGINNING; thence S89°56'05"W 462.13 feet to a point on the West line of said Section; thence N00°58'45"E 823.90 feet along said West line to the West ¼ corner of said Section 13; thence N89°38'10"E 1367.22 feet along the East and West ¼ of said Section; thence S01°17'50"W 831.11 feet; thence S89°56'05"W 380.02 feet; thence S00°39'10"W 472.79 feet to a point on the Easterly right-of-way line of Pietermeier Drive; thence continuing S00°39'10"W 24.88 feet along said right-of-way line; thence N89°20'50"W 33.00 feet; thence N00°39'10"E 24.88 feet; thence N89°20'50"W 33.00 feet; thence N00°39'10"E 471.95 feet; thence S89°56'05"W 454.31 feet to the Point of Beginning. Being a part of the Southwest ¼ of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 26.65 acres of land, more or less. Being subject to the rights of the Public over Pietermeier Drive as occupied. Also being subject to easements and restrictions of record, if any. Also being subject to and together with an 86 foot wide strip of land for future road connection purposes having a centerline described as follows: Commencing at the West ¼ corner of said Section 13; thence S00°58'45"W 43.01 feet along the West line of said Section to the POINT OF BEGINNING; thence N89°38'10"E 2681.71 feet to a point on the Westerly right-of-way line of Old Manchester Road, said point being the POINT OF TERMINATION. Also being subject to and together with a 66 foot wide strip of land to be used for the purposes of ingress and egress having a centerline described as follows: Commencing at the Southeast corner of Section 14, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence S89°14'45"W 658.22 feet along the South line of said Section to a point on the West line of the East ¼ of the East ¼ of the Southwest ¼ of said Section; thence N00°53'20"E 1302.36 feet along said West line to the POINT OF BEGINNING; thence N88°44'20"E 247.85 feet; thence Easterly 401.22 feet along the arc of 500.00 foot radius circular curve to the left, through a central angle of 45°58'35", having a chord which bears N85°45'05"E 360.54 feet; thence N42°45'45"E 335.25 feet; thence Easterly 306.74 feet along the arc of a 375.00 foot radius circular curve to the right, through a central angle of 47°10'20", having a chord which bears N86°20'55"E 300.09 feet; thence N89°56'05"E 512.61 feet; thence S00°39'10"W 377.23 feet to a point on the Northerly right-of-way line of Pietermeier Drive, said point being the POINT OF TERMINATION.

PARCEL 9

Commencing at the Southwest corner of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan; thence N00°58'45"E 830.10 feet along the West line of said Section; thence N87°50'55"E 416.13 feet; thence N27°25'47"W 165.88 feet; thence N05°07'32"W 150.20 feet; thence N08°58'59"E 287.32 feet; thence N17°50'55"E 349.56 feet; thence N89°56'05"E 900.33 feet to the POINT OF BEGINNING; thence N01°17'50"E 831.11 feet to a point on the East and West ¼ line of said Section; thence N89°38'10"E 1347.00 feet along said East and West ¼ line to the Center of said Section 13; thence S00°19'00"W 831.26 feet along the North and South ¼ line of said Section and the centerline of Old Manchester Road; thence S87°57'30"W 350.00 feet; thence S00°19'00"W 225.19 feet; thence S87°57'30"W 111.06 feet; thence S00°19'00"W 3.50 feet; thence S87°57'30"W 902.40 feet to a point on the West line of the East ¼ of the Southwest ¼ of said Section; thence N00°39'10"E 89.08 feet along said West line to the Point of Beginning. Being a part of the East ¼ of the Southwest ¼ of Section 13, T2S, R3E, Sylvan Township, Washtenaw County, Michigan and containing 25.51 acres of land, more or less. Being subject to easements and restrictions of record, if any. Also being subject to the rights of the public over the Westerly 33 feet of Old Manchester Road. Also being subject to and together with an 86 foot wide strip of land for future road connection purposes having a centerline described as follows: Commencing at the West ¼ corner of said Section 13; thence S00°58'45"W 43.01 feet along the West line of said Section to the POINT OF BEGINNING; thence N89°38'10"E 2681.71 feet to a point on the Westerly right-of-way line of Old Manchester Road, said point being the POINT OF TERMINATION.

LEGEND

SCALE: 1 INCH = FEET

CLIENT: MAGELLAN PROPERTIES LLC

SECTION 13/14

TOWN 2 SOUTH + RANGE 3 EAST

SYLVAN TOWNSHIP

WASHTENAW COUNTY + MICHIGAN

DATE 7-13-98 REV. 3-13-00

DRAWN SUB JOB 27331

CHECK NNF F.B. NONE

SHEET 7 OF 7 FILE NO. R-7666

WASHTENAW ENGINEERING COMPANY

CIVIL ENGINEERS + PLANNERS

SURVEYORS + LANDSCAPE ARCHITECTS

3250 W. LIBERTY RD

ANN ARBOR, MICHIGAN 48103

TEL. 734-781-8800 FAX. 734-781-8330

washtenaw_engineering@comcast.net

STATE OF MICHIGAN

JOHAN N. PARKER

No. 17620

REGISTERED LAND SURVEYOR



OFFICIAL SEAL
09/07/05
L-4505 P-792
Washtenaw Co., MI
Lawrence Kesterbaum
Clerk Register

Page: 1 of 8
09/07/05
L-4505 P-792
Lawrence Kesterbaum, Washtenaw

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement made this 7TH day of September 2005, by and between MAGELLAN PROPERTIES, L.L.C., a Michigan limited liability company, of 206 S. Fifth Ave., Suite 500, Ann Arbor, Michigan 48104, hereinafter referred to as the "OWNER," and the TOWNSHIP OF SYLVAN, a Michigan general law township, having its principal offices at 18027 Old U.S. 12, Chelsea, Michigan 48118, hereinafter referred to as the "GRANTEE."

WITNESSETH:

That in consideration of the sum of TEN and no/100 DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and the other conditions of this grant, the Owner does by these presents, grant, bargain, sell, release, alien, and confirm unto the Grantee, its successors and assigns, forever, a permanent easement and right of way for the purpose of laying, constructing, repairing, replacing, and maintaining underground water and sanitary sewer lines, to enter and re-enter the property for such purposes, and to install all appurtenances, lines, mains, appliances, pipes, conduits, and fixtures necessary for said utilities from time to time, to inspect and repair said utilities, and to clear and keep clear the easement area from all buildings, structures, trees, shrubs, and other vegetation which might hinder said construction or maintenance, on, over, and under the Utility Easement described on the five (5) attachments hereto, being part of Tax Code No. Part of F-06-013-300-024, subject to existing installed utilities and existing utility easements and future road easements to the Washtenaw County Road Commission.

The Owner shall grant no further easements for other utilities in, on or over the Utility Easement without first obtaining approval therefor from the Grantee, which approval will not be unreasonably withheld.

After the initial installation of a utility line is completed, if the Grantee shall subsequently reenter the property, the Grantee shall restore the finish grade of the property to the same condition it was as of the commencement of construction, replant the grass, or replace the sod, all shrubbery, drives, curbs, signs, gates, and fences which are in existence as of the date of this grant, in the same condition, unless the same would hinder the maintenance or operation of the utilities.

TO HAVE AND TO HOLD SAID PREMISES, as hereinbefore described, unto the Grantee, and its assigns, forever. And, the Owner, for itself, its successors and assigns, does hereby covenant, bargain, grant, and agree to and with the Grantee, its successors and assigns, that at the time of the delivery of THESE PRESENTS it is well seized of the above described premises in fee simple; that it, and its successors and assigns, shall warrant and defend the same against all lawful claims whatsoever, excepting any presently recorded mortgage liens.

The Owner, its successors and assigns, waives any claim that may accrue for any damages or costs which have been incurred to date with respect to the negotiation and acquisition of this easement and waives any claim which may accrue for any damage subsequent with respect to the Grantee's exercise of any rights under this grant or any damage to the easement area, persons, structures, or property therein, other than the enforcement of the rights herein reserved to the Owner.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

MAGELLAN PROPERTIES, L.L.C., a Michigan
limited liability company

BY: [Signature]
Rene Papo, Member

(19)



TOWNSHIP OF SYLVAN,
a Michigan general law township

BY: Michael G. Williams
MICHAEL G. WILLIAMS
ITS: Supervisor

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing document was acknowledged before me this 7 day of September 2005,
by Rene Papo, Member, on behalf of MAGELLAN PROPERTIES, L.L.C., a Michigan limited liability
company, by authority of its Operating Agreement.

JENNIFER T. LUNDGREN
Notary Public, Washtenaw County, MI
My Commission Expires Jan-30-2007

June 16, 2007

Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires

STATE OF MICHIGAN, COUNTY OF WASHTENAW

Subscribed and sworn to before me this 15th day of August 2005, by the TOWNSHIP
OF SYLVAN, a Michigan general law township, by Michael G. Williams, its Supervisor, on behalf of the
Township of Sylvan.

Peter C. Flintoft
Peter C. Flintoft
Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires: 6-22-2008

Prepared by:

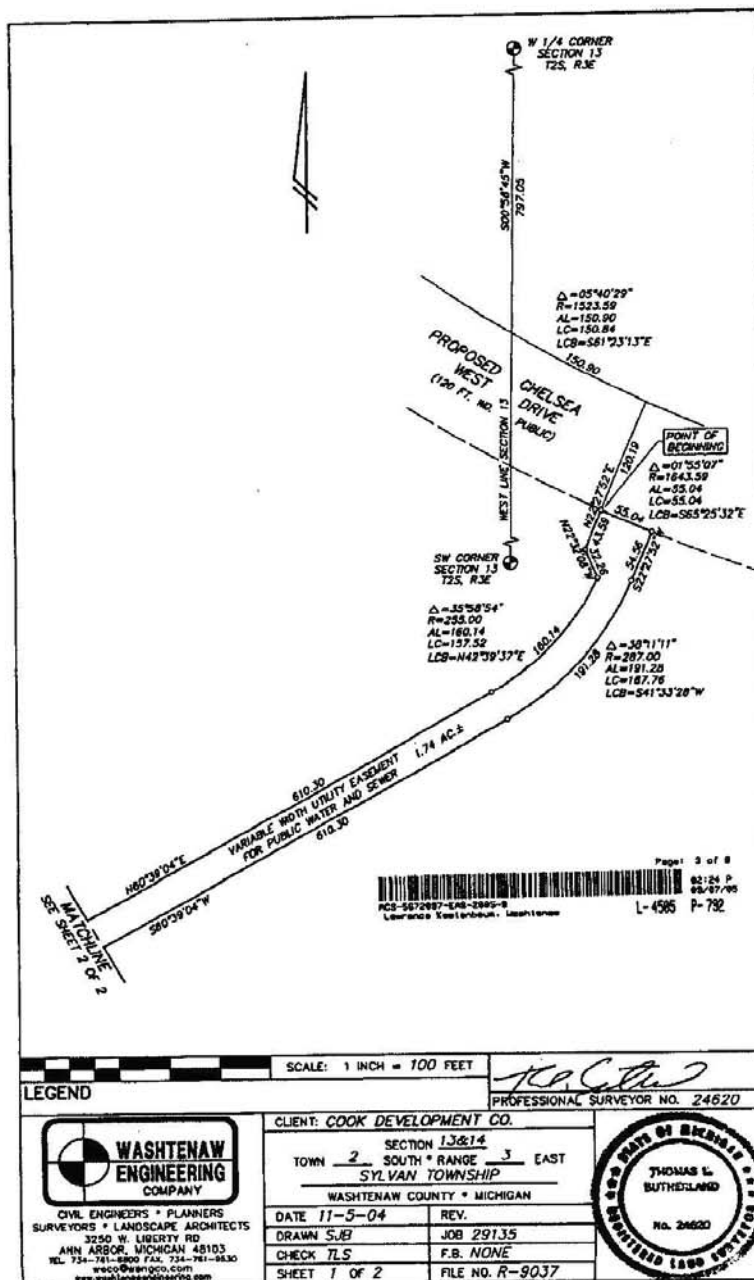
KEUSCH, FLINTOFT & CONLIN, P.C.
Attorneys for Township of Sylvan
BY: Peter C. Flintoft, (P-13531)
119 South Main Street, P.O. Box 187
Chelsea, Michigan 48118
Telephone: 734/475-8671
Fax: 734/475-1622

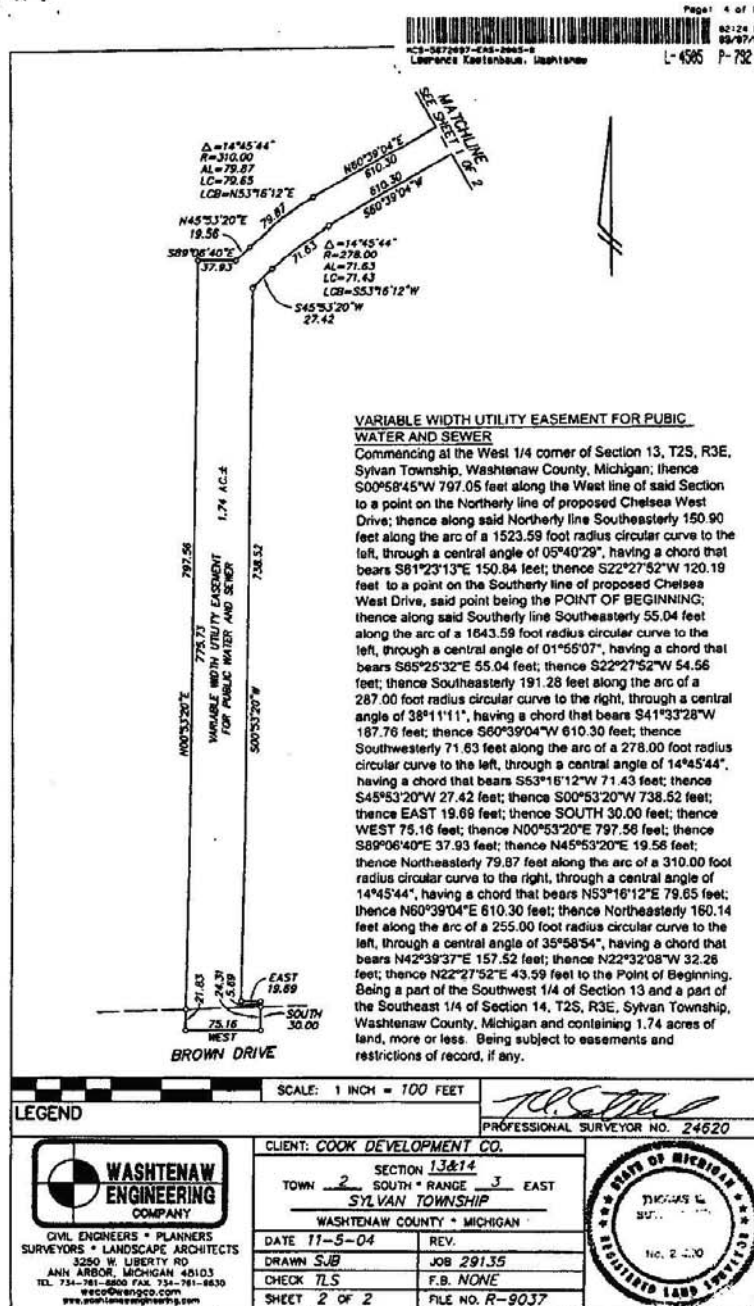
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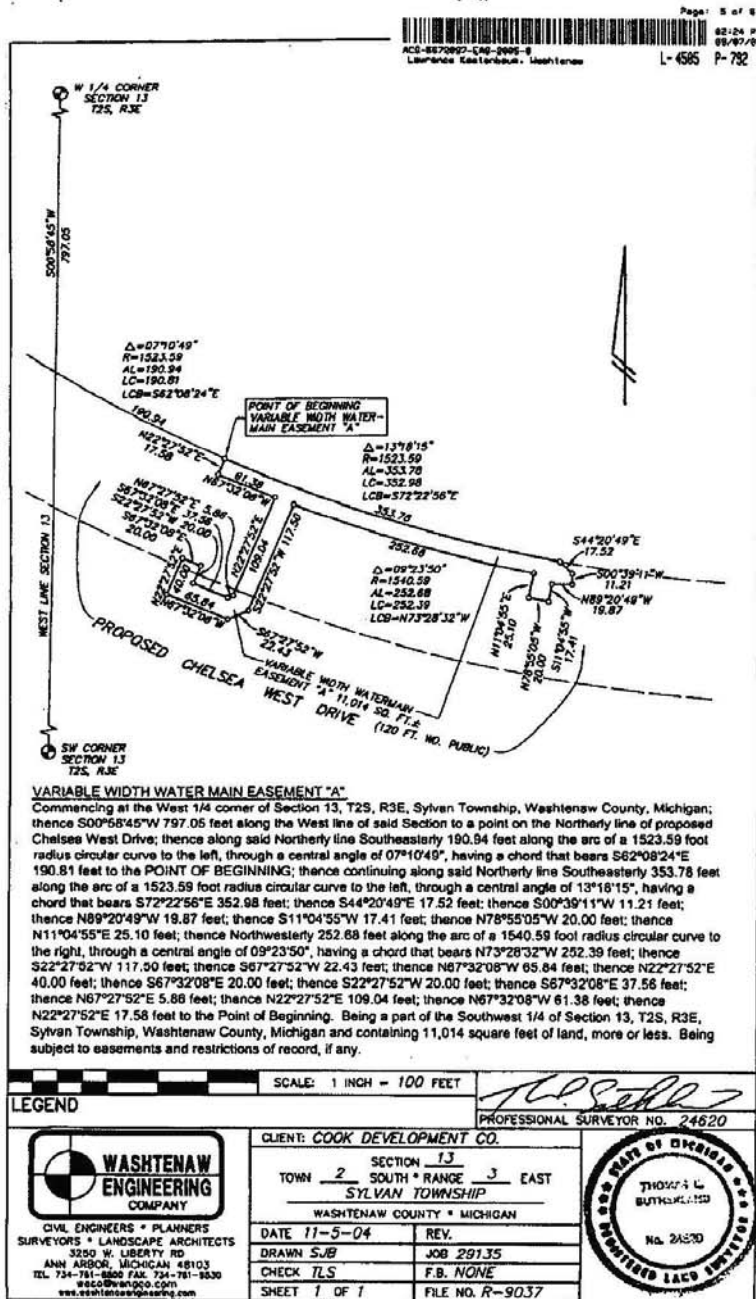
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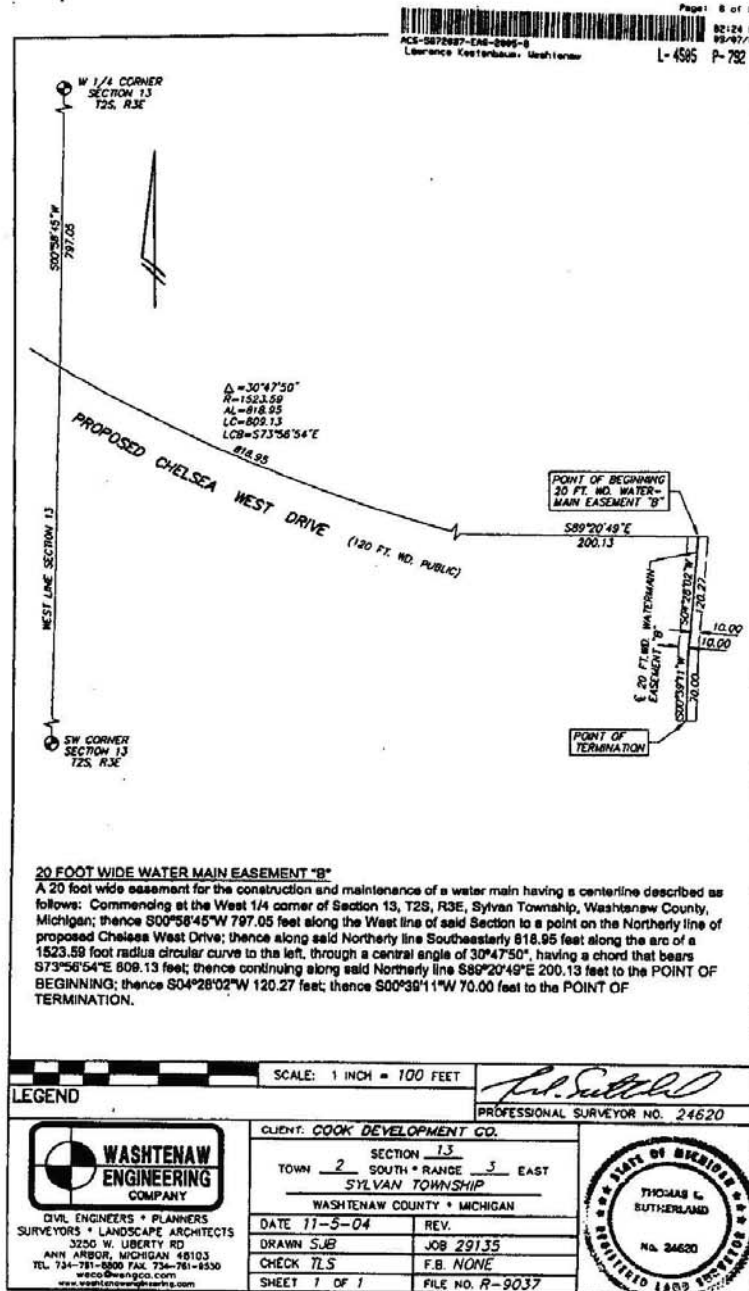
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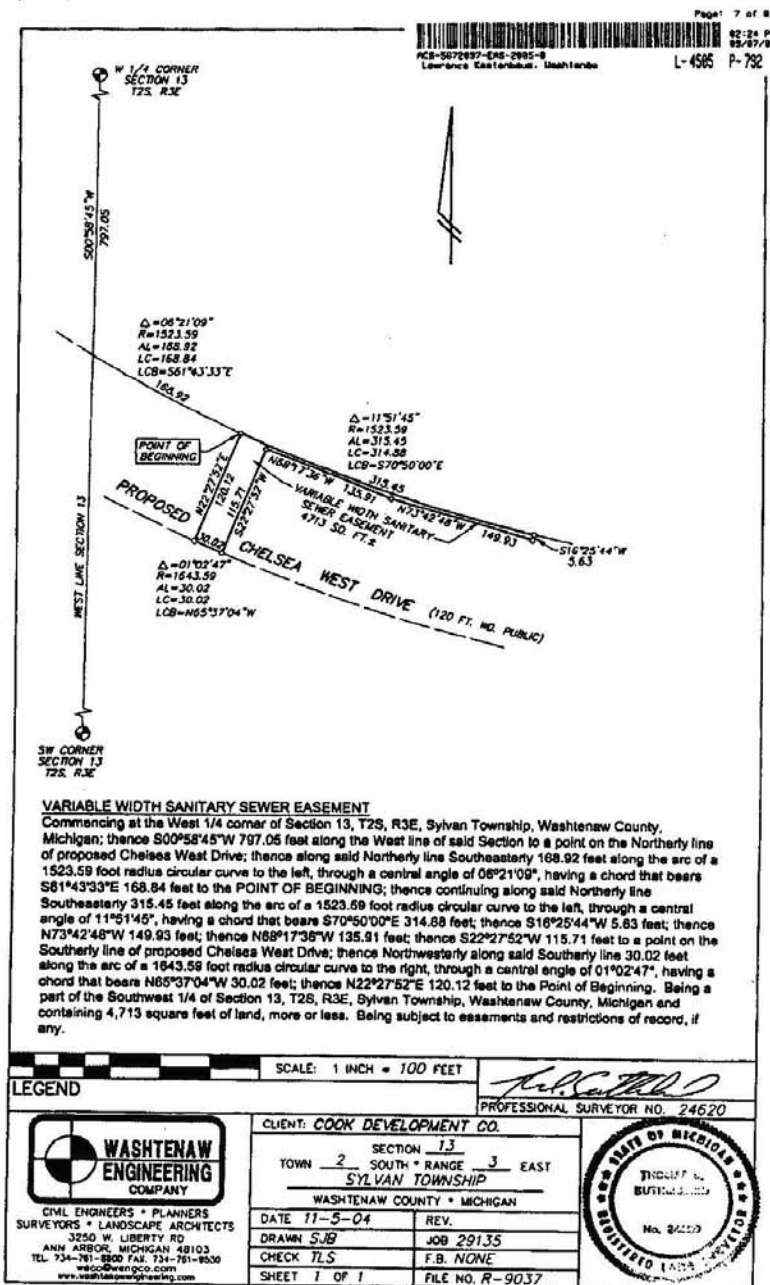
Township of Sylvan
18027 Old U.S. 12
Chelsea, Michigan 48118

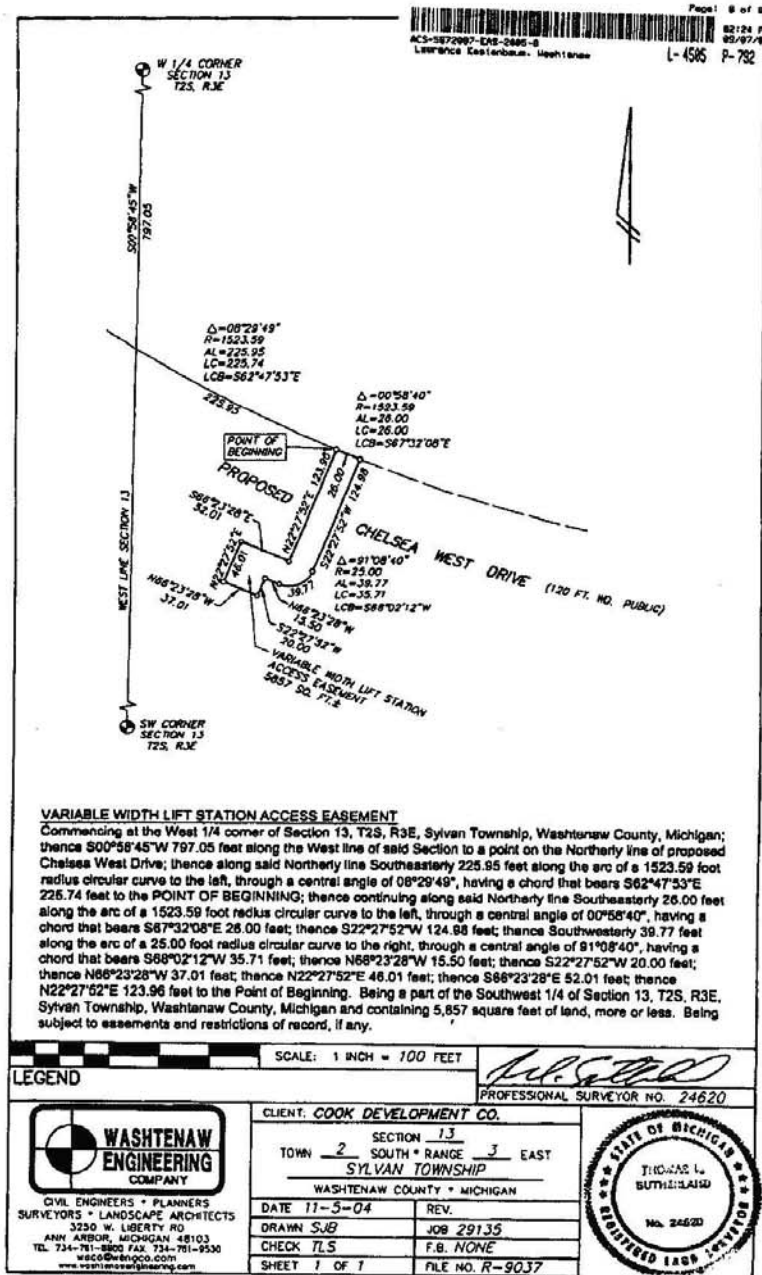














OFFICIAL SEAL

10/30/07
L-4651 P-901Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Registrar

Page: 1 of 4

ACS-SB18458-EAS-2007-4
Lawrence Kestenbaum, Washtenaw09:28 AM
10/30/07
L-4651 P-901

UTILITY EASEMENT

This Easement Agreement made this 15 day of Aug., 2007, by and between
MAGELLAN PROPERTIES, L.L.C., a Michigan Limited Liability Company, of 206 South Fifth
Ave., Suite 175, Ann Arbor, Michigan 48104, hereinafter referred to as the "OWNER", and the CITY
OF CHELSEA, a Michigan City, having its principal offices at 305 South Main Street, Suite #100
Chelsea, Michigan 48118, hereinafter referred to as the "GRANTEE";

WITNESETH:

That in consideration of the sum of ONE and no/100 DOLLARS (\$1.00), the receipt
and sufficiency of which is hereby acknowledged, and the other conditions of this grant, the Owner
does hereby by these presents, grant, bargain, sell, release, alien, and confirm unto the Grantee, its
successors and assigns, forever, an exclusive easement and right of way for the purpose of laying,
constructing, repairing, replacing, and maintaining underground electrical and communication lines, to
enter and re-enter the property for such purposes, and to install all appurtenances, lines, mains, wires,
appliances, conduits, and fixtures necessary for said utilities from time to time, to inspect and repair
said utilities, and to clear and keep clear the easement area from all buildings, structures, trees, shrubs,
and other vegetation which might hinder said construction or maintenance, on, over, and under the
following described Utility Easement described on the attachment hereto, being part of Tax Code No.
F-06-14-400-001 (SYLVAN TOWNSHIP, WASHTENAW COUNTY, MICHIGAN)

The Grantee shall, after initial installation of a utility line, restore the finish grade of the

Page 1 of 3

20



property to the same condition it was as of the commencement of construction, and replace any drives, curbs, signs, gates, and fences which are in existence as of the date of this grant, in the same condition, unless the same would hinder the maintenance or operation of the utilities.


TO HAVE AND TO HOLD SAID PREMISES, as hereinbefore described, unto the Grantee, and its assigns, forever. And, the Owner, for itself, its assigns, successors and representatives, does hereby covenant, bargain, grant, and agree to and with the Grantee, its successors and assigns, that at the time of the delivery of THESE PRESENTS it is well seized of the above described premises in fee simple; that it and its assigns, successors and representatives, shall warrant and defend the same against all lawful claims whatsoever, excepting any presently recorded mortgage liens.

The Owner, its successors, assigns, and representatives, waives any claim that may accrue for any damages or costs which have been incurred to date with respect to the negotiation and acquisition of this easement and waive any claim which may accrue for any damage subsequent with respect to the Grantee's exercise of any rights under this grant or any damage to the easement area, persons, structures, or property therein, other than the enforcement of the rights herein reserved to the Owner.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

MAGELLAN PROPERTIES, L.L.C.,
a Michigan Limited Liability Company

By


Rene Papo, Manager

Page 2 of 3



CITY OF CHELSEA, a Michigan City

BY:

Ann E. Feeney
 ANN E. FEENEY
 Its: Mayor

and

Teresa Burtch
 TERESA BURTCH
 Its: Clerk

STATE OF MICHIGAN)
 COUNTY OF WASHTENAW)"

The foregoing instrument was acknowledged before me, a Notary Public, this 15 day of August, 2007, by Rene Papo, did execute this document on behalf of MAGELLAN PROPERTIES, L.L.C., a Michigan Limited Liability Company.

Rebecca S. Rae
 Rebecca S. Rae, Notary Public
 Washtenaw County, Michigan, Acting in Washtenaw County
 My commission expires: May 15, 2013

STATE OF MICHIGAN)
 COUNTY OF WASHTENAW)"

Subscribed and sworn to before me this 20th day of September, 2007, by CITY OF CHELSEA, a Michigan City, by ANN E. FEENEY and TERESA BURTCH, its Mayor and Clerk, respectively, on behalf of the City Council.

GEORGIA MARIE BEEMAN
 NOTARY PUBLIC, WASHTENAW CO, MI
 MY COMMISSION EXPIRES AUG 4, 2012

Georgia Marie Beeman
 Georgia Marie Beeman, Notary Public
 Washtenaw County, Michigan, Acting in Washtenaw County
 My commission expires: Aug 4 2012

Prepared by:

KEUSCH, FLINTOFT & CONLIN, P.C.
 Attorneys for City of Chelsea
 BY: Peter C. Flintoft, (P-13531)
 119 South Main Street, P.O. Box 187
 Chelsea, Michigan 48118
 Telephone: 734/475-8671
 Fax: 734/475-1622

When recorded, return to:

✓ City of Chelsea
 Engineering Department
 305 South Main Street, Suite 100
 Chelsea, MI 48118

Page 3 of 3

