MEMORANDUM

TO: East Lansing City Council
FROM: Thomas M. Yeadon, City Attorney
RE: ABBOT ROAD RETAINING WALL EASEMENTS EASEMENT
DATE: September 13, 2012

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

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

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

bks
Enclosures (4)
cc Steve Roach w/o encs
Ref 052A(2)(10)(13)
GRANT OF EASEMENT

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

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

That part of the East ½ of the Northeast ¼ of Section 13, Town 4 North, Range 2 West, City of East Lansing, Ingham County, Michigan described as: the North 60 feet of Lot 51 Oakwood.

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

BY: ________________________________
Timothy C. Huffmyer

ITS: President

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

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

_________________________
County, Pennsylvania
Notary Public
My Commission Expires:

[Notary Seal]
Kathy A. Bell, Notary Public
Cecil Twp., Washington County
My Commission Expires Nov. 20, 2012
GRANTEE'S ACCEPTANCE

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

"GRANTEE"
CITY OF EAST LANSING

BY: __________________________
Diane Goddeeris
Its: Mayor

BY: __________________________
Marie McKenna
Its: City Clerk

STATE OF MICHIGAN)
 ) SS.
COUNTY OF INGHAM)

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

__________________________________________
Notary Public
________ County, Michigan

My Commission Expires: __________

Drafted by
Approved as to Form:

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

When recorded, return to:

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ONE: In consideration of the prospective benefits to the Grantor to be derived by reason of the locating, improving, extending and maintaining a public sidewalk and adjoining retaining wall (Exempt under MCL 207.526(f) - State and MCL 207.505(f) - County), the Grantor hereby grants, conveys and warrants to the Grantee, its successors and assigns, a permanent easement for a public sidewalk and adjoining retaining wall, with related appurtenances, over, under, across and upon the following described parcel as shown in Attachment A:
The Easterly ten feet of the above described parcel running adjacent and parallel to the existing Westerly right-of-way line of Abbot Road.

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

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

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

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

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

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

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

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

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

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

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

BY: ____________________________
Timothy C. Huffmyer

ITS: President

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

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

____________________________
Notary Public
County, Pennsylvania
My Commission Expires: __________
GRANTEE’S ACCEPTANCE

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

"GRANTEE"
CITY OF EAST LANSING

BY: __________________________________________
   Diane Goddeeris
   Its: Mayor

BY: __________________________________________
   Marie McKenna
   Its: City Clerk

STATE OF MICHIGAN)                      ) SS.
COUNTY OF INGHAM)

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

__________________________ Notary Public
__________________________ County, Michigan

My Commission Expires: __________

Drafted by
Approved as to Form: When recorded, return to:

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

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

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

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

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

Commonly known as: (Vacant)
TIN: 33-20-01-13-217-006

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

BY: ________________________________
Timothy C. Huffmyer

ITS: President

STATE OF MICHIGAN)

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

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

______________________________
Notary Public

County, Pennsylvania
My Commission Expires: ____________________________
GRANTEE’S ACCEPTANCE

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

“GRANTEE”
CITY OF EAST LANSING

BY: ______________
Diane Goddeeris
Its: Mayor

BY: ______________
Marie McKenna
Its: City Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF INGHAM)

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

__________________________ Notary Public
__________________________ County, Michigan

My Commission Expires: ___________

Drafted by
Approved as to Form:

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

When recorded, return to:

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

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

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

That part of the East ½ of the Northeast ¼ of Section 13, Town 4 North, Range 2 West, City of East Lansing, Ingham County Michigan described as: the N ½ of Lot 55, Lot 57, and Lot 59 Oakwood.

Commonly known as: 601 Abbot Road
TIN: 33-20-01-13-217-001

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ONE: In consideration of the prospective benefits to the Grantor to be derived by reason of the locating, improving, extending and maintaining a public sidewalk and adjoining retaining wall (Exempt under MCL 207.526(f) - State and MCL 207.505(f) - County), the Grantor hereby grants, conveys and warrants to the Grantee, its successors and assigns, a permanent easement for a public sidewalk and adjoining retaining wall, with related appurtenances, over, under, across and upon the following described parcel as shown in Attachment A:
The Easterly eleven feet of the above described parcel running adjacent and parallel to the existing Westerly right-of-way line of Abbot Road.

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

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

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

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

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

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

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

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

“GRantor”
WOODLAND PASS EQUITY COMPANY

BY: ________________
Thomas M. Hitch

ITS: Partner

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

Acknowledged before me in Ingham county, Michigan, on __8-31__, 2012 by Thomas M. Hitch, Partner, Woodland Pass Equity Company, on behalf of the company.

__________________________
Diane S. Thomas
Notary Public
Ingham County, Michigan
My Commission Expires: __2-2(0)-18__

GRANTEE’S ACCEPTANCE

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

“GRANTEE”
CITY OF EAST LANSING

BY: ______________________
   Diane Goddeeris
Its: Mayor

BY: ______________________
   Marie McKenna
Its: City Clerk
STATE OF MICHIGAN) )
COUNTY OF INGHAM)

  ) SS.

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

__________________________
Notary Public

__________________________
County, Michigan

My Commission Expires: __________

Drafted by
Approved as to Form:

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

When recorded, return to:

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