



BICYCLE PATH AND WALKWAY EASEMENT

THIS INDENTURE is made on this Saturday of February, 2011, between Dexter Westridge Homeowners Association, a Michigan non-profit corporation, whose address is P.O. Box 411, Dexter, MI 48130 (the "Grantor") and the Village of Dexter, a Michigan general law village (the "Village" and "Grantee"), with its offices located at 8140 Main Street, Dexter, Michigan 48130.

For the consideration of One Dollar (\$1.00) paid to the Grantor by the Village, the receipt and sufficiency of which is acknowledged, the Grantor grants to the Village, its successors and assigns, a non-exclusive, perpetual easement over and across the parcel of land situated in the Village of Dexter, Washtenaw County, Michigan, administered by the Grantor on behalf of the members of said Association and legally described as follows (hereinafter the "Easement"):

Easement Area Description:

See attached Exhibit A for legal description of Easement Area.

See attached Exhibit B for graphic depiction of Easement Area.

This Easement is for the construction of a public outdoor recreation use bicycle path and walkway over and across the above-described Easement and to operate, maintain, repair, replace, reinstall, inspect and keep in working order the bicycle path and walkway, and related improvements, which may run over and across the above-described Easement, together with the right to install necessary signs and landscaping on the same for use by the public.

The Grantor warrants that it has the right and authority to grant the Easement on and over the lands covered by the Easement. The easement rights for the Village, its successors and assigns, shall include, but not be limited to, the right to enter upon the Easement during normal construction hours (7 am to 7 pm. Monday through Saturday) with reasonable advance notice to the Grantor, to construct, install, maintain, repair, replace, snowplow, reinstall and inspect the bicycle path, walkway, sidewalk and/or other improvements within the easement. The Village shall also have access to the Easement area at all times without notice as may be necessary to make emergency repairs or prevent

damage to the easement or improvements. The Village agrees that if it disturbs the Grantor's property adjacent to the Easement while constructing, installing, maintaining, repairing, replacing, constructing or reinstalling any improvements within the Easement, upon completion of the work the Village shall return the Grantor's adjacent property to its condition before such activity insofar as is reasonably possible.

The Grantor shall not interfere with the use of the Easement by the public or the Village or interfere with the Village's rights under this Agreement unless the Village is notified of the necessary work. If the Grantor's maintenance, repair or replacement of improvements on the Grantor's adjacent property necessitate temporary closure of the Easement, after reasonable notice to the Village, the Grantor will be responsible for proper closures within the Easement while such work is conducted. Routine maintenance, such as cleaning, sweeping, and snowplowing of the pathway constructed by the Village within the Easement shall be provided by the Village. Grass cutting around the Easement will be the responsibility of the Grantor as part of the routine maintenance of its adjacent property.

This instrument shall run with the land and shall be binding upon and shall inure to the benefit of the parties, their representatives, successors, agents and assigns.

The Easement is a recreational easement and shall be available for use and enjoyment by the general public, on a non-discriminatory basis. Posts or bollards may be placed at the entrance to the pathway to keep motorized vehicles from entering.

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

The Grantor shall not be liable to the Village, its successors and assigns, for any loss or damage not caused by the Grantor's negligence or willful misconduct. To the extent permitted by law, the Village agrees to indemnify and hold the Grantor harmless from any and all claims, damages, costs, and expenses whatsoever arising from the use of the Easement by members of the general public and not arising from Grantor's negligence or willful misconduct. In addition, the Village agrees to conduct the full legal defense of any such claims made by members of the general public and will pay all reasonable attorney fees arising therefrom and reimburse and hold the Grantor harmless from any and all judgments or awards that might be given with regard thereto.

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Bicycle Path and Walkway Easement to be effective as of the date first above written.

DEXTER WESTRIDGE HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation

By: [Signature]  
Name: D. JACK DONALDSON  
Its: PRESIDENT - W/HOA

VILLAGE OF DEXTER, a Michigan general law village

By: [Signature]  
Name: Sharon M. Kennedy  
Its: President

By: Carol J. Jones  
Name: CAROL W. JONES  
Its: Clerk

ACKNOWLEDGMENT

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 28th-day of February, 2011, by D. Jack Donaldson the President of Dexter Westridge Homeowners Association, a Michigan nonprofit corporation, who acknowledged that he/she executed the foregoing as his/her free act and deed on behalf of the corporation.

**ALLISON BISHOP**  
Notary Public, Washtenaw County, Michigan  
My Commission expires **May 26, 2014**  
Acting in Washtenaw County

[Signature], Notary Public  
Washtenaw County, Michigan  
Acting in Washtenaw County  
My commission expires: May 28, 2014

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 28th day of February, 2011, by Shawn W. Keegan and Carol J. Jones, the President and Clerk, respectively, of the Village of Dexter, who acknowledged that he/she executed the foregoing as his/her free act and deed.



**ALLISON BISHOP**, Notary Public  
Notary Public, Washtenaw County, Michigan  
My Commission expires May 28, 2014  
Acting in Washtenaw County

Washtenaw County, Michigan  
Acting in Washtenaw County  
My commission expires: May 28, 2014

Prepared by and when recorded return to:

Allison Bishop ✓  
Village of Dexter  
8140 Main Street  
Dexter, Michigan 48130

**EXHIBIT A**  
**DESCRIPTION OF EASEMENT AREA**

Grantor's Property is legally described as follows:

A parcel of land in Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan, described as follows: Commencing at the West 1/4 corner of said Section 31; thence S 00°15'45" W along the West line of said Section 31, 1134.00 feet to the centerline of Island Lake Road as monumented; thence S 59°21'51" E along said centerline 283.91 feet; thence continuing along said centerline S 53°47'50" E 1000.99 feet to the centerline intersection of Island Lake Road and Dexter-Binckney Road as monumented; thence continue S 53°48'41" E along said centerline of Island Lake Road 857.80 feet; thence N 30°54'49" E 401.70 feet to the Point of Beginning; thence continue N 30°54'49" E 1555.10 feet; thence N 53°41'49" W 263.90 feet; thence N 38°00'00" E 199.10 feet; thence S 80°09'00" E 803.99 feet; thence S 9°00'00" E 674.13 feet; thence S 25°17'46" W 353.45 feet; thence S 58°03'30" W 183.12 feet; thence S 74°41'20" W 557.82 feet; thence S 21°33'10" E 350.39 feet; thence S 33°17'20" W 92.45 feet; thence S 06°31'20" W 290.51 feet to the Westerly Right-of-Way line of the Conrail Railroad easement; thence S 67°51'19" W along said Westerly Right-of-Way line of the Conrail Railroad easement 169.51 feet; thence N 53°48'41" W and parallel to said centerline of Island Lake Road 805.30 feet to the Point of Beginning.

The Easement Area is legally described as a 100.00 foot wide easement over adjacent and parallel to the following two lines of Grantor's Property: S 33 degrees 17 minutes 20 seconds W 92.45 feet; thence S 06 degrees 31 minutes 20 seconds W 290.51 feet

H:\KRF\DEXTER WESTRIDGE HOME.ASS\BICYCLEPATH\MALKWAYEASEMENT-12.16.10-KRF.DOC

CA-03-31-310-001



CA-03-31-310-223

OK

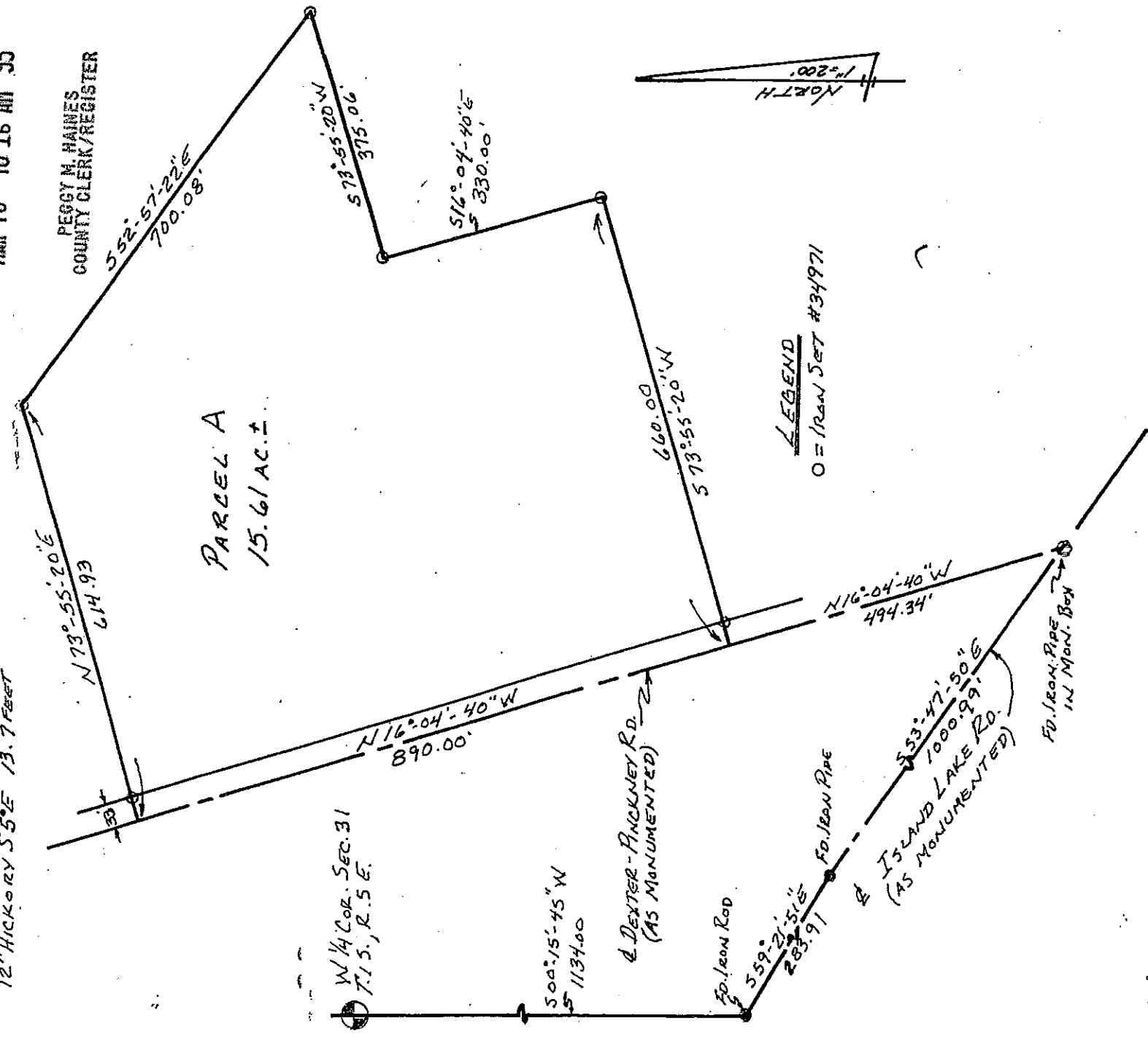
RECORDED  
WASHTENAW COUNTY, MI

MAR 16 10 16 AM '95

PEGGY M. HAINES  
COUNTY CLERK/REGISTER

SECTION CORNER WITNESS

FD. 1/2" IRON ROD  
42" OAK N5°E 7.1 FEET  
14" HICKORY SOUTH 13.4 FEET  
12" HICKORY S5°E 13.7 FEET



PARCEL A  
15.61 AC. ±

LEGEND  
O = IRON SET #34971

CERTIFICATE OF SURVEY

BEARINGS ESTABLISHED FROM THE PREVIOUS SURVEY RECORDED IN LIBER 1596, PAGE 312, WASHTENAW, COUNTY RECORDS.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND HEREIN PLATTED AND/OR DESCRIBED ON FEBRUARY 16, 1995, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/5000 OR GREATER, AND THAT ALL OF THE REQUIREMENTS OF ACT 132, P.A. 1970 (AS AMENDED) HAVE BEEN COMPLIED WITH.

SCALE: 1 INCH = 200 FEET

SECTION 31 TOWN 1 SOUTH RANGE 5 EAST

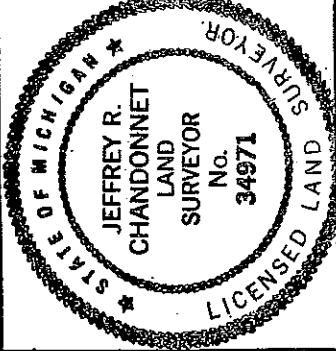
WEBSTER TOWNSHIP  
WASHTENAW COUNTY • MICHIGAN

DATE	2-16-95	REV:	
DRAWN:	J.R.C.	CHECKED:	J.R.C.
HCMA PROJECT:	FEICKE	FB:	Hudson Mills #1
FILE NO.:		SHEET	1 OF 3



*Jeffrey R. Chandonnet*

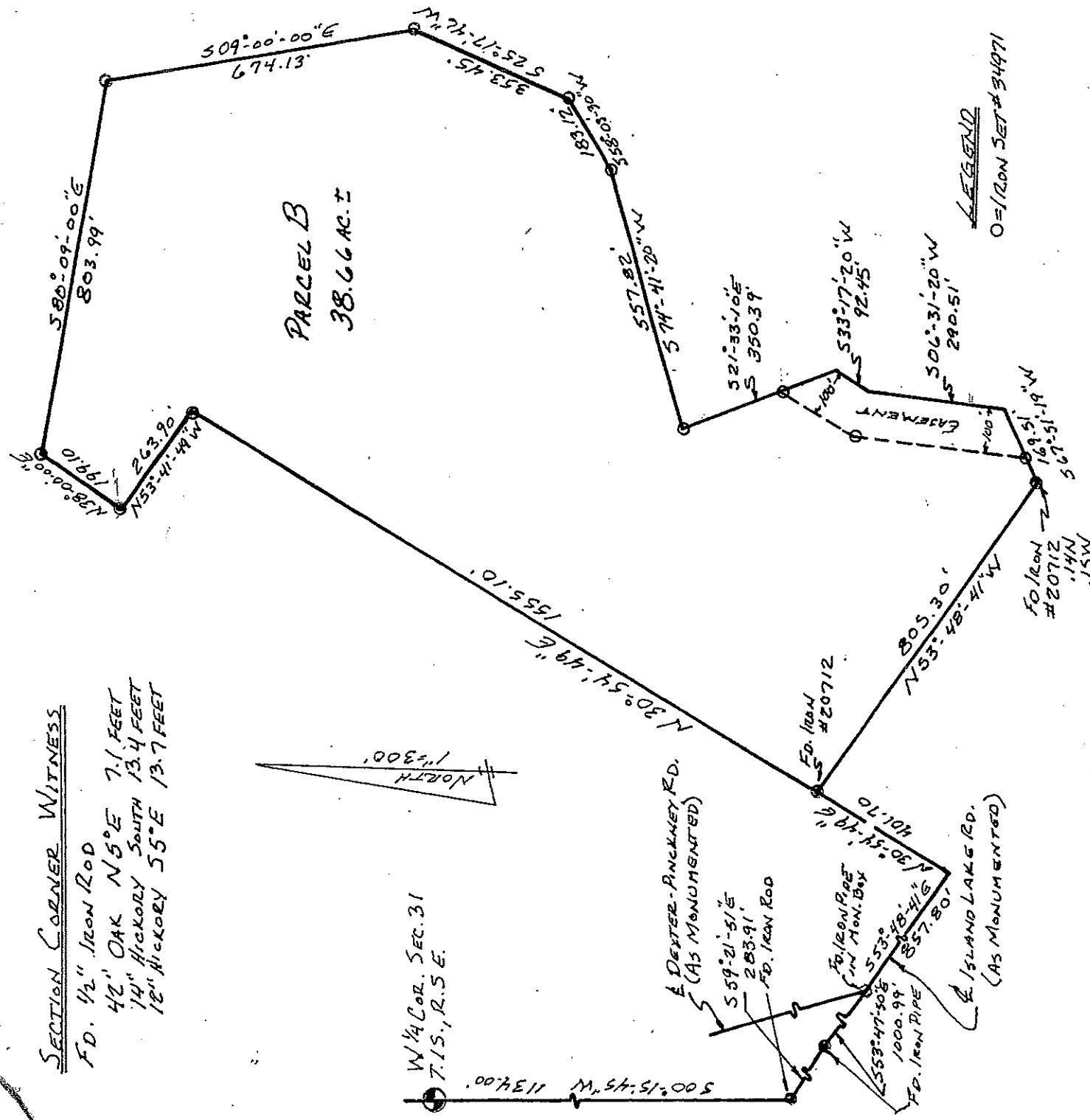
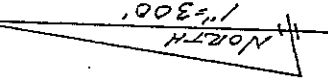
JEFFREY R. CHANDONNET  
LICENSED SURVEYOR  
MICHIGAN No. 34971



SECTION CORNER WITNESS

FD. 1/2" IRON ROD  
 42" OAK N 6° E 7.1 FEET  
 14" Hickory South 13.4 FEET  
 18" Hickory S 5° E 13.7 FEET

W 1/4 COR. SEC. 31  
 T. 1 S., R. 5 E.



PARCEL B  
 38.66 AC. ±

CERTIFICATE OF SURVEY

BEARINGS ESTABLISHED FROM THE PREVIOUS SURVEY RECORDED IN LIBER 1596, PAGE 312, WASHTENAW, COUNTY RECORDS.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND HEREIN PLATTED AND/OR DESCRIBED ON FEBRUARY 16, 1995, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/5000 OR GREATER, AND THAT ALL OF THE REQUIREMENTS OF ACT 132, P.A. 1970 (AS AMENDED) HAVE BEEN COMPLIED WITH.

SCALE: 1 INCH = 300 FEET	
SECTION 31	TOWN 1 SOUTH RANGE 5 EAST
WASHTENAW COUNTY • MICHIGAN	
DATE 2-16-95	REV:
DRAWN: JRC	CHECKED: JRC
HCMA PROJECT: FRICKG	FB: HUDSON MILLS #1
FILE NO.:	SHEET 2 OF 3



*Jeffrey R. Chandonnet*

JEFFREY R. CHANDONNET  
 LICENSED SURVEYOR  
 MICHIGAN No. 34971

Descriptions  
Parcel A

A parcel of land in Section 31, T.1S., R.5E., Webster Township, Washtenaw County, Michigan, described as follows: Commencing at the West 1/4 corner of said Section 31; thence S00°15'45"W along the West line of said Section 31 1134.00 feet to the centerline of Island Lake Road as monumented; thence S59°21'51"E along said centerline 283.91 feet; thence continuing along said centerline S53°47'50"E 1000.99 feet to the centerline intersection of Island Lake Road and Dexter-Pinckney Road as monumented; thence N16°04'40"W along said centerline of Dexter-Pinckney Road 494.34 feet to the Point of Beginning; thence continue N16°04'40"W along said centerline of Dexter-Pinckney Road 890.00 feet; thence N73°55'20"E 614.93 feet; thence S52°57'22"E 700.08 feet; thence S73°55'20"W 375.06 feet; thence S16°04'40"E 330.00 feet; thence S73°55'20"W 660.00 feet to said centerline of Dexter-Pinckney Road and the Point of Beginning. Containing 15.61 acres of land more or less and subject to the rights of the public over the ~~Easterly~~ or less and subject to the rights of the public over the ~~Easterly~~ 33.00 feet of Dexter-Pinckney Road as monumented; also being subject to any easements and restrictions of record.

Parcel B

A parcel of land in Section 31, T.1S., R.5E., Webster Township, Washtenaw County, Michigan, described as follows: Commencing at the West 1/4 corner of said Section 31; thence S00°15'45"W along the West line of said Section 31 1134.00 feet to the centerline of Island Lake Road as monumented; thence S59°21'51"E along said centerline 283.91 feet; thence continuing along said centerline S53°47'50"E 1000.99 feet to the centerline intersection of Island Lake Road and Dexter-Pinckney Road as monumented; thence continue S53°48'41"E along said centerline of Island Lake Road 857.80 feet; thence N30°54'49"E 401.70 feet to the Point of Beginning; thence continue N30°54'49"E 1555.10 feet; thence N53°41'49"W 263.90 feet; thence N38°00'00"E 199.10 feet; thence S80°09'00"E 803.99 feet; thence S9°00'00"E 674.13 feet; thence S25°17'46"W 353.45 feet; thence S58°03'30"W 183.12 feet; thence S74°41'20"W 557.82 feet; thence S21°33'10"E 350.39 feet; thence S33°17'20"W 92.45 feet; thence S06°31'20"W 290.51 feet to the Westerly Right-of-Way line of the Conrail Railroad easement; thence S67°51'19"W along said Westerly Right-of-Way line of the Conrail Railroad easement 169.51 feet; thence N53°48'41"W and parallel to said centerline of Island Lake Road 805.30 feet to the Point of Beginning. Containing 38.66 acres of land more or less excepting a 100.00 foot wide easement on the Easterly side of said parcel parallel to the following two lines S33°17'20"W 92.45 feet; thence S06°31'20"W 290.51 feet; also being subject to any easements and restrictions of record.

*AFTER RECORDING - RETURN TO:*  
HURON-CLINTON METRO AUTHORITY  
13000 HIGH RIDGE DRIVE BOX 2001  
BRIGHTON MI 48118

SECTION <u>31</u> TOWN: <u>WEBSTER</u> RANGE <u>5 EAST</u>		SCALE: 1 INCH =	FEET
<u>WASHTENAW</u> TOWNSHIP			
<u>WASHTENAW</u> COUNTY • MICHIGAN			
DATE	REV:		
<u>2-16-95</u>			
DRAWN: <u>JRC</u>	CHECKED: <u>JRC</u>		
HCMA PROJECT: <u>FRI-246</u>	FB: <u>Hobson Mills #1</u>		
FILE NO.:	SHEET	<u>3</u>	OF <u>3</u>



*Jeffrey R. Chandonnet*

JEFFREY R. CHANDONNET  
LICENSED SURVEYOR  
MICHIGAN No. 34971

