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 ROBERT M. HARRISON
 WASHTENAW COUNTY CLERK/REGISTER

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 WASHTENAW COUNTY MI

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ROBERT M. HARRISON
 COUNTY CLERK/REGISTER

EASEMENT AGREEMENT

THIS AGREEMENT made this 9th day of September, 1988, by and between DUANE DOWNER and LAURA DOWNER, husband and wife, of 13215 Dexter-Chelsea Road, Chelsea, Michigan 48118, hereinafter referred to as the "Grantors", and BELSER ESTATES, a Michigan Co-Partnership, consisting of HUGH M. WANTY and MARILYN E. WANTY, JAMES P. WONG and LIN C. WONG, and CHARLES P. BELSER AND SUSAN LYNN BELSER, having its principal office at 3974 Jackson Road, Ann Arbor, Michigan 48103, hereinafter referred to as the "Grantee";

W I T N E S S E T H:

NOW THEREFORE, the Grantors grant and convey to the Grantee for the sum of THIRTY THOUSAND and no/100 DOLLARS (\$30,000.00) an exclusive and permanent easement and right-of-way to install, maintain, repair, replace and use pipes, culverts, sewers, and other utilities, including electrical, and appurtenances, and to enter and reenter together with their employees, agents, and contractors on, over, under and across, a twenty-five (25) foot wide strip of land as hereinafter described, and a construction easement over an additional fifty (50) feet wide strip of land as hereinafter described, and the Grantors do hereby covenant, grant, bargain, and agree with the Grantee, that the Grantors are well seized to the lands in fee simple title, that they are free from all incumbrances whatever, and that they shall WARRANT and DEFEND, the same against all lawful claims, whatsoever, but upon the following terms and conditions:

1. TWENTY-FIVE FOOT STRIP OF LAND. The twenty-five (25) foot strip of land which is subject to the permanent easement is described as:

Commencing at the South 1/4 corner of Section 7, T2S, R4E, Village of Chelsea, Washtenaw County, Michigan; thence along the North and South 1/4 line of said Section and along the centerline of Freer Road, as monumented, N02 deg. 15' 30"W 2658.28 feet; thence N89 deg. 22' 00"E 697.24 feet; thence N89 deg. 02' 10"E 651.85 feet for a POINT OF BEGINNING; thence N01 deg. 52' 30"W 25.00 feet; thence N88 deg. 50' 20"E 246.88 feet; thence N 21 deg. 50' 20"E 324.97 feet; thence N 88 deg. 40' 25"E 274.13 feet; thence S40 deg. 56' 40" E 390.25 feet; thence N89 deg. 04' 50"E 434.01 feet; thence N87 deg. 35' 40"E 293.54 feet to a point in the center of the Palmer-Bladwin Drain; thence along the center of said Drain, S13 deg. 31' 20"W 26.00 feet to a point on the East and West 1/4 line of Section 8, T2S, R4E, Lima Township, Washtenaw County, Michigan; thence along the East and West 1/4 line of said Section 8, S87 deg. 35' 40"W 286.72 feet to the East 1/4 corner of said Section 7; thence S89 deg. 04' 50"W 445.99 feet; thence N40 deg. 56' 40"W 390.14 feet; thence S88 deg. 40' 25"W 245.87 feet; thence S21 deg. 50' 20"W 325.02 feet; thence S88 deg. 50' 20"W 263.12 feet to the Point of Beginning, being part of the East 1/2 of said Section 7 and part of the Northwest 1/4 of said Section 8 and containing 1.12 acres of land more or less.

2. SURFACE WATERS. If the twenty-five (25) foot permanent easement is used for the movement of collected surface waters, the Purchaser shall install underground pipe or pipes the entire length of the easement to its outlet directly into the Palmer Baldwin Drain. The surface of the ground at the boundaries shall be restored to the same level as the adjoining lands of the Grantors and no surface water from the Grantors' lands shall be allowed to flow into Grantee's pipe. Grantee shall obtain, prior to the installation of pipe, all required Federal, State, and local environmental permits.

3. CONSTRUCTION EASEMENT. The construction easement shall extend northward along the North line of the twenty-five (25) foot permanent easement a uniform width of fifty (50) feet, except where the permanent easement does not border the South line of the Grantors' lands and there it shall be twenty-five (25) feet in width on each side of the permanent easement. The use of the construction easement area shall be subject to the following terms and conditions:

- a. The construction easement shall exist for one (1) year from date. Thereafter the Grantee shall have no further rights in the construction easement area.
- b. The Grantee shall return the surface of the construction easement to the same condition as it was on this date.

4. INDEMNIFICATION AND DAMAGES. The Grantee agrees to hold the Grantor free and harmless from any damage, claim, loss, and to pay the cost of legal defense of any claim asserted against the Grantors by any other party or parties with respect to the Grantee's construction, use or operation of the easement or Grantee's pipes or structures. The consideration paid for the granting of the permanent and construction easement shall include all crop losses incurred in the original construction or any subsequent repair and maintenance.

5. BINDING EFFECT. The within agreement is binding upon the parties' respective heirs, assigns, successors, and personal representatives, and shall inure to the benefit of the parties' respective heirs, assigns, successors, and personal representatives.

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

IN THE PRESENCE OF



PETER C. FLINTOFT


SANDRA KAYE CHEVELA

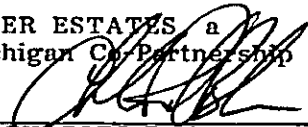

PETER C. FLINTOFT


SANDRA KAYE CHEVELA


DUANE DOWNER



LAURA DOWNER

BELSER ESTATES a
Michigan Co-Partnership

BY: 
CHARLES P. BELSER
Its: Partner


STATE OF MICHIGAN)
COUNTY OF WASHTENAW)SS

On this 9th day of September, 1988, before me, a Notary Public, in and for said County, personally appeared DUANE DOWNER and LAURA DOWNER, husband and wife, to me known to be the same persons described in and who executed the within instrument, who acknowledged that they executed the same of their free act and deed.


PETER C. FLINTOFT, Notary Public
Washtenaw County, Michigan
My commission expires: April 23, 1991.

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)SS

On this 9th day of September, 1988, before me, a Notary Public, in and for said County, personally appeared CHARLES P. BELSER to me known and having been by me sworn did say that he is the Partner of BELSER ESTATES, a Michigan Co-Partnership, and that he executed the within instrument on behalf of the said partnership by authority of the partners of said partnership and who acknowledged the same to be the free act and deed of said partnership.


PETER C. FLINTOFT, Notary Public
Washtenaw County, Michigan
My commission expires: April 23, 1991.

Prepared by:
KEUSCH AND FLINTOFT, P.C.
Attorneys at Law
BY: PETER C. FLINTOFT (P-13531)
119 S. Main Street, P.O. Box 187
Chelsea, Michigan 48118
Phone: 313/475-8671

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