



# Plymouth City Commission

## Regular Meeting Agenda

Monday, November 18, 2024 7:00 p.m.  
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar: Nov 18 <https://us02web.zoom.us/j/88547750131>

Passcode: 150173 Webinar ID: 885 4775 0131

1. **CALL TO ORDER**
  - a. Pledge of Allegiance
  - b. Roll Call
2. **APPROVAL OF MINUTES**
  - a. November 4, 2024 City Commission Regular Meeting Minutes
3. **APPROVAL OF THE AGENDA**
4. **ENACTMENT OF THE CONSENT AGENDA**
  - a. Approval of October 2024 Bills
5. **CITIZEN COMMENTS**
6. **COMMISSION COMMENTS**
7. **OLD BUSINESS**
8. **NEW BUSINESS**
  - a. Final Payment Sidewalk Contractor 2024
  - b. Property Swap between Tonquish Manor & City of Plymouth
  - c. Storm Sewer Easement & Construction Agreement
9. **REPORTS AND CORRESPONDENCE**
  - a. Liaison Reports
  - b. Appointments

## 10. ADJOURNMENT

*Consent Agenda - The items on the Consent Agenda will be approved by one motion as Agenda Item #4. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which case that item will then be placed on the regular agenda.*

*Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues for items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.*

*Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting so an attempt can be made to make reasonable accommodations. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to [clerk@plymouthmi.gov](mailto:clerk@plymouthmi.gov).*

# City of Plymouth Strategic Plan 2022-2026

## GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

### OBJECTIVES

1. Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35<sup>th</sup> District Court, recreation department, and public safety
2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy
3. Partner with or become members of additional environmentally aware organizations
4. Increase technology infrastructure into city assets, services, and policies
5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet
6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

## GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

### OBJECTIVES

1. Create a 5-year staffing projection
2. Review current recruitment strategies and identify additional resources
3. Identify/establish flex scheduling positions and procedures
4. Develop a plan for an internship program
5. Review potential department collaborations
6. Hire an additional recreation professional
7. Review current diversity, equity, and inclusion training opportunities
8. Seek out training opportunities for serving diverse communities

## GOAL AREA THREE - COMMUNITY CONNECTIVITY

### OBJECTIVES

1. Engage in partnerships with public, private and non-profit entities
2. Increase residential/business education programs for active citizen engagement
3. Robust diversity, equity, and inclusion programs
4. Actively participate with multi-governmental lobbies (Michigan Municipal League, Conference of Western Wayne, etc.)

## GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

### OBJECTIVES

1. Create vibrant commercial districts by seeking appropriate mixed-use development, marketing transitional properties, and implementing Redevelopment Ready Communities (RRC) practices
2. Improve existing and pursue additional recreational and public green space opportunities and facilities for all ages
3. Develop multi-modal transportation plan which prioritizes pedestrian and biker safety
4. Improve link between Hines Park, Old Village, Downtown Plymouth, Plymouth Township, and other regional destinations
5. Maintain safe, well-lit neighborhoods with diverse housing stock that maximizes resident livability and satisfaction
6. Modernize and update zoning ordinance to reflect community vision
7. Implement Kellogg Park master plan

*“The government in this community is small and accessible to all concerned.”*

-Plymouth Mayor Joe Bida

November 1977



City of Plymouth  
City Commission Regular Meeting Minutes  
Monday, November 4, 2024, 7:00 p.m.  
Plymouth City Hall 201 S. Main Street

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

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Phone 734-453-1234  
Fax 734-455-1892

**1. CALL TO ORDER**

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

b. Roll Call

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

Excused: None

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

**2. APPROVAL OF MINUTES**

Filipczak offered a motion, seconded by O'Donnell to approve the October 21, 2024 City Commission Regular Meeting minutes.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**2.b CITIZENS ACADEMY GRADUATION RECOGNITION**

Deal thanked the participants of the citizens academy program and presented them with certificates of completion.

**3. APPROVAL OF THE AGENDA**

Kehoe offered a motion, seconded by Minton to approve the agenda for the November 4, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**4. ENACTMENT OF THE CONSENT AGENDA**

- a. Special Event: Holiday Greens Market 2024 – Sunday 11/30/2024
- b. Special Event: Plymouth Goodfellows Paper Sale, Saturday 12/7/2024
- c. Special Event: Wreaths Across America, Saturday 12/14/2024

Minton offered a motion, seconded by Filipczak to approve the consent agenda for November 4, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**5. CITIZEN COMMENTS**

Kevin Postel, 1095 York St., spoke about a fence construction issue behind his house he is working with Community Development on.

Jim Mulhern, 396 Arthur, thanked the Commission for considering an ordinance proposal related to feeding animals.

**6. COMMISSION COMMENTS**

Maguire: Thanked the clerk's office and all staff for their work on the early voting and election and reminded everyone to vote on Tuesday.

Filipczak: Complimented the Chamber Gala event and spoke about the Commission's educational efforts and representation on the Parks and Recreation millage.

Moroz: Recognized pollworkers and staff on early voting efforts and also complemented the communications consultant and staff for the nice work on the Plymouth Pulse.

O'Donnell: Invited those interested to get involved and apply for boards and commissions as there currently are openings.

Kehoe: Reminded everyone to vote on Tuesday.

Minton: Recognized the clerk's office and staff for election efforts in addition to election data available on the city website.

Deal: Echoed all comments on elections and recognized employee service anniversaries: Justin Bulmer-17 years, Dawn Shipe-14 years, David Cowell-9 years, Nicholas Teppen-3 years.

**7. OLD BUSINESS**

None

**8. NEW BUSINESS**

a. First Quarter Budget Amendments

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

RESOLUTION 2024-89

WHEREAS Certain expenditures require allocation to departments differently than originally projected in the 2024-2025 City Budget, as adopted; and

WHEREAS Revenue forecasts and expenditure patterns require modifications to the original budgetary allocations as established in June 2024;

NOW, THEREFORE BE IT RESOLVED, that the 2024-2025 City Budget is hereby amended as indicated in the 1st quarter amendments column of the attached Budget Adjustment Summary which is hereby made a part of this resolution.

BE IT FURTHER RESOLVED, that the Finance Director is hereby authorized to make the line item changes necessary to implement these budgetary amendments.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Snow & Ice Control Policy 2024-25

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

RESOLUTION 2024-90

WHEREAS The City of Plymouth completes snow and ice control measures in order to protect the public health, safety, and welfare; and

WHEREAS The City annually reviews and updates its Snow and Ice Control Policy that directs and gives responsibilities to various City departments.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the City of Plymouth Department of Municipal Services Snow & Ice Control Policy as reviewed and revised on November 4, 2024.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish that the minimum billing for the City or its contractors removing snow as a result of violations of Section 62-39 and 62-40 of the Plymouth City Code shall be a minimum of \$200.00, plus the cost of snow removal services.

There was a voice vote.  
MOTION PASSED UNANIMOUSLY

c. Residential Solid Waste Bids

The following motion was offered by Kehoe and seconded by Moroz:

RESOLUTION 2024-91

WHEREAS The City of Plymouth offers solid waste and recycling collection and disposal/recycling in effort to help protect the public health, safety and welfare; and

WHEREAS The City uses private contractors for this service and recently the city went out to bid for residential solid waste and recycling collection services; and

WHEREAS The City received one bid for these services.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a contract for residential solid waste and recycling services with Priority Waste in accordance with their bid submitted on October 30, 2024.

There was discussion and a voice vote.  
MOTION PASSED UNANIMOUSLY

d. Authorization for the Purchase of Automated Trash Carts

A motion was offered by Moroz and seconded by O'Donnell for the resolution as present. Moroz withdrew the original motion and offered the following motion, seconded by Filipczak:

RESOLUTION 2024-92

WHEREAS The City of Plymouth operates a solid waste and recycling program that uses automated trash/recycling carts in order to help protect the public health and safety, as well as to protect against rodents and other vermin; and

WHEREAS The City Administration has provided pricing from five different vendors and the lowest and best pricing is from Otto Environmental Systems.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize a contract with Otto Environmental Systems in an amount of \$382,750 for the a standard trash cart size of 65 gallon with an alternative option to receive a 95 gallon trash cart.

Further, the pricing shall include the delivery and hot stamping of the City seal on all of the carts as well as a number of all of the carts for city inventory purposes.

BE IT FURTHER RESOLVED THAT funding for this purchase shall be authorized from the Solid Waste and Recycling Fund.

There was discussion and a voice vote.  
MOTION PASSED UNANIMOUSLY

e. Authorization for Front Load and Roll Off Dumpster Solid Waste Service

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

RESOLUTION 2024-93

WHEREAS The City of Plymouth has front end and roll off solid waste dumpster services at various city facilities in order to collect solid waste and recycling materials in a safe manner that will help to protect the public health and safety; and

WHEREAS The City Administration did accept bids for front end and roll off services for the Plymouth Cultural Center, City Hall, Municipal Services solid waste and Municipal Services cardboard recycling and the lowest best bid is from Priority Waste.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a contract with Priority Waste for the following services:

- Plymouth Cultural Center – Eight (8) Yard Dumpster\* \$337.74 monthly
- City Hall – Six (6) Yard Dumpster\* \$253.31 monthly
  - o \* Service is Monday, Wednesday, Friday
- Municipal Services Yard – One (1) Forty (40) Yard open top trash roll off dumpster to be emptied on a call-in basis. \$225.00 + \$35.00 per ton
- Municipal Services Yard – One (1) Forty (40) Yard cardboard compactor roll off body to be emptied on a call-in basis. \$225.00 + \$35.00 per ton

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**9. REPORTS AND CORRESPONDENCE**

a. Liaison Reports

Minton – The next Planning Commission meeting is next Wednesday at 7pm with a work session this Wednesday. The next ZBA meeting is this Thursday at 7pm.

Kehoe – Provided an update on upcoming events and new business in town, the OVA and the next DDA meeting is November 11 ant 7pm.

Filipczak -- Provided an update on the Cemetery Board meeting last Monday and upcoming improvements.

b. Appointments – None

**10. ADJOURNMENT**

\*The next regular City Commission meeting is 7:00 pm on Monday November 18 at Plymouth City Hall. Minton offered a motion, seconded by Moroz to adjourn the meeting at 7:59 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

\_\_\_\_\_  
SUZI DEAL  
MAYOR

\_\_\_\_\_  
MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK



## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Final Payment to Sidewalk Contractor 2024 - Major Construction - 11-18-24.docx  
Date: November 13, 2024  
RE: Final Payment Sidewalk Contractor 2024

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### Background

City Commission policy requires that we seek final payment approval for major infrastructure projects. As the Commission is aware the city sidewalk program takes a section or two of the city each year and inspects the sidewalks for trip and other hazards. It should be noted that over the past 15 years the amount of sidewalks needing repair has dropped dramatically. This has also assisted the Administration with documentation when we receive trip and fall claims.

The City Commission previously awarded a unit-based contract based on bids to Major Construction Group of Detroit. The final payment is to be made to Major Construction. The payment amount is \$89,257.50 and all amounts have been verified by the Department of Municipal Services inspector and staff. In addition, the billing has been sent out to the residents for their share of the costs of the program, which amounts to approximately \$65,000.

Residents and businesses were billed for their share of the costs of the contractor's work and the City's efforts related to inspection, notification, and construction supervision.

We have attached a memorandum from the Department of Municipal Services Director Chris Porman which further outlines this project and provides additional background material.

### RECOMMENDATION:

The City Administration recommends that the City Commission authorize final payment to Major Construction Group in the amount of \$89,257.50.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions regarding this matter please feel free to contact me in advance of the meeting.



## Department of Municipal Services

1231 Goldsmith Plymouth, MI 48170 734-453-7737 phone 734-455-1666 fax

Date: November 13, 2024  
To: Paul J. Sincock, City Manager  
From: Chris Porman, Assistant City Manager/Director of Municipal Services  
Nick Johns, Foreman – Department of Municipal Services  
Re: Final Payment to Major Construction Group, Inc.

### **Background:**

Per the policy of the City Commission, the administration is to seek City Commission approval prior to the final payment being made to contractors on infrastructure projects. The Commission will recall that the city awarded Major Construction Group, Inc. of Detroit, MI the Sidewalk Repair Program. Work has been completed and the contractor is now seeking final payment.

Work was completed in August/September/October of 2024. It should be noted that the original authorized amount based on initial estimated quantities was approximately \$122,325.00; however, the final work completed was \$89,257.50. For reference, approximately \$65,000 was billed back to property owners.

For the 2024 project, we replaced approximately

9,442 sq. ft sidewalk  
165 sq. feet ADA crosswalks  
164 linear feet curb and gutter

The full payment amount owed to the contractor is \$89,257.50. All work has been inspected by City staff and quantities have been verified between the city and the contractor.

### **Recommendation**

We would recommend that we seek Commission approval to process the full and final payment to the contractor in the amount of \$89,257.50

Funding for the sidewalk repair program comes from the City's Capital Improvement Funds.

Should you have any questions prior to the meeting, please feel free to contact me.



# Major Construction Group, Inc

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**Address:** 15430 Dale St  
Detroit, MI 48223

**Phone:** (313)766-6174  
**Email:** Christine@majorcement.com  
Michaelj@majorcement.com

## Invoice P2024-10

**Date:** 11/11/2024

**Bill To:** City of Plymouth  
Attn: Nick Johns

### SIDEWALK PROGRAM 2024

LOCATION	Description	Column 2	Column 3	Column 5	Unit Price	Amount
City of Plymouth	Sidewalk Program					\$ 89,257.50
					Total	\$ 89,257.50

Row Labels	Sum of Total
100 Rose St, Plymouth, MI 48170	\$ 160.00
1009 Starkweather St, Plymouth, MI 48170	\$ 304.00
1012 N Mill St, Plymouth, MI 48170	\$ 208.00
1017 N Holbrook St, Plymouth, MI 48170	\$ 162.00
103 Amelia St, Plymouth, MI 48170	\$ 144.00
1040 Cherry St, Plymouth, MI 48170	\$ 168.00
1047 York St, Plymouth, MI 48170	\$ 184.00
1066 N Mill St, Plymouth, MI 48170	\$ 300.00
107 S Main St, Plymouth, MI 48170	\$ 400.00
1087 N Mill St, Plymouth, MI 48170	\$ 128.00
1140 Starkweather St, Plymouth, MI 48170	\$ 160.00
1142 N Holbrook St, Plymouth, MI 48170	\$ 128.00
115 Amelia St, Plymouth, MI 48170	\$ 160.00
1160 Penniman Ave, Plymouth, MI 48170	\$ 400.00
1165 Starkweather St, Plymouth, MI 48170	\$ 966.00
123 N Union St, Plymouth, MI 48170	\$ 340.00
1231 Linden St, Plymouth, MI 48170	\$ 800.00
1260 Junction St, Plymouth, MI 48170	\$ 160.00
127 S Mill St, Plymouth, MI 48170	\$ 128.00
1270 Junction St, Plymouth, MI 48170	\$ 160.00
1285 William St, Plymouth, MI 48170	\$ 160.00
1298 Sheridan St, Plymouth, MI 48170	\$ 168.00
134 N Main St, Plymouth, MI 48170	\$ 200.00
1343 Penniman Ave, Plymouth, MI 48170	\$ 528.00
1344 W Ann Arbor Trail, Plymouth, MI 48170	\$ 626.50
1350 Junction St, Plymouth, MI 48170	\$ 160.00
1375 William St, Plymouth, MI 48170	\$ 200.00
138 E Ann Arbor Trail, Plymouth, MI 48170	\$ 160.00
1408 Penniman Ave, Plymouth, MI 48170	\$ 128.00
1409 Sheridan St, Plymouth, MI 48170	\$ 180.00
141 N Mill St, Plymouth, MI 48170	\$ 176.00
142 Rose St, Plymouth, MI 48170	\$ 112.00
1430 Junction St, Plymouth, MI 48170	\$ 272.00
1455 Sheridan St, Plymouth, MI 48170	\$ 180.00
1463 Sheridan St, Plymouth, MI 48170	\$ 350.00
1464 W Ann Arbor Trail, Plymouth, MI 48170	\$ 180.00
1488 W Ann Arbor Trail, Plymouth, MI 48170	\$ 630.00
155 S Main St, Plymouth, MI 48170	\$ 600.00
156 Caster Ave, Plymouth, MI 48170	\$ 176.00
157 N Holbrook St, Plymouth, MI 48170	\$ 152.00
157 S Mill St, Plymouth, MI 48170	\$ 128.00
1600 Nantucket Rd, Plymouth, MI 48170	\$ 200.00
1613 Gloucester St, Plymouth, MI 48170	\$ 896.25
1613 Nantucket Rd, Plymouth, MI 48170	\$ 1,160.00

1614 Old Salem, Plymouth, MI 48170	\$	640.00
1628 Gloucester St, Plymouth, MI 48170	\$	220.00
1628 Lexington St, Plymouth, MI 48170	\$	160.00
1628 Nantucket Rd, Plymouth, MI 48170	\$	600.00
163 Amelia St, Plymouth, MI 48170	\$	154.00
1641 Old Salem, Plymouth, MI 48170	\$	400.00
1642 Nantucket Rd, Plymouth, MI 48170	\$	200.00
165 S Holbrook St, Plymouth, MI 48170	\$	160.00
1655 Gloucester St, Plymouth, MI 48170	\$	200.00
1655 Old Salem, Plymouth, MI 48170	\$	200.00
1669 Old Salem, Plymouth, MI 48170	\$	440.00
1670 Lexington St, Plymouth, MI 48170	\$	200.00
1670 Nantucket Rd, Plymouth, MI 48170	\$	200.00
168 N Union St, Plymouth, MI 48170	\$	400.00
1683 Gloucester St, Plymouth, MI 48170	\$	240.00
1683 Nantucket Rd, Plymouth, MI 48170	\$	400.00
1684 Lexington St, Plymouth, MI 48170	\$	400.00
1684 Old Salem, Plymouth, MI 48170	\$	200.00
1698 Old Salem, Plymouth, MI 48170	\$	240.00
171 Blunk St, Plymouth, MI 48170	\$	256.00
1712 Gloucester St, Plymouth, MI 48170	\$	420.00
1726 Nantucket Rd, Plymouth, MI 48170	\$	400.00
1735 Old Salem, Plymouth, MI 48170	\$	287.50
1739 Nantucket Rd, Plymouth, MI 48170	\$	220.00
1741 Old Salem, Plymouth, MI 48170	\$	420.00
1742 Old Salem, Plymouth, MI 48170	\$	200.00
1745 Gloucester St, Plymouth, MI 48170	\$	670.00
1753 Lexington St, Plymouth, MI 48170	\$	220.00
1753 Nantucket Rd, Plymouth, MI 48170	\$	1,040.00
1754 Gloucester St, Plymouth, MI 48170	\$	220.00
1767 Nantucket Rd, Plymouth, MI 48170	\$	440.00
1782 Nantucket Rd, Plymouth, MI 48170	\$	180.00
180 S Holbrook St, Plymouth, MI 48170	\$	432.00
183 Amelia St, Plymouth, MI 48170	\$	144.00
186 Rose St, Plymouth, MI 48170	\$	256.00
187 E Spring St, Plymouth, MI 48170	\$	1,224.00
188 E Ann Arbor Trail, Plymouth, MI 48170	\$	160.00
196 Hamilton St, Plymouth, MI 48170	\$	287.50
197 Amelia St, Plymouth, MI 48170	\$	456.00
197 Arthur St, Plymouth, MI 48170	\$	152.00
199 Arthur St, Plymouth, MI 48170	\$	288.00
201 N Mill St, Plymouth, MI 48170	\$	232.00
201 S Main St, Plymouth, MI 48170	\$	1,234.00
208 Ann St, Plymouth, MI 48170	\$	180.00
218 S Main St, Plymouth, MI 48170	\$	336.00
220 E Ann Arbor Trail, Plymouth, MI 48170	\$	160.00
222 W Pearl St, Plymouth, MI 48170	\$	684.00

230 Plymouth Rd, Plymouth, MI 48170	\$	355.25
232 Ann St, Plymouth, MI 48170	\$	320.00
235 Amelia St, Plymouth, MI 48170	\$	104.00
249 Blanche St, Plymouth, MI 48170	\$	128.00
249 S Main St, Plymouth, MI 48170	\$	108.00
251 Auburn St, Plymouth, MI 48170	\$	88.00
252 Blanche St, Plymouth, MI 48170	\$	312.00
254 Irvin St, Plymouth, MI 48170	\$	480.00
255 Ann St, Plymouth, MI 48170	\$	128.00
259 W Pearl St, Plymouth, MI 48170	\$	320.00
265 Ann St, Plymouth, MI 48170	\$	176.00
265 N Harvey St, Plymouth, MI 48170	\$	256.00
266 Irvin St, Plymouth, MI 48170	\$	160.00
268 W Pearl St, Plymouth, MI 48170	\$	136.00
280 S Main St, Plymouth, MI 48170	\$	592.00
281 Farmer St, Plymouth, MI 48170	\$	160.00
287 Ann St, Plymouth, MI 48170	\$	144.00
287 Irvin St, Plymouth, MI 48170	\$	160.00
288 Irvin St, Plymouth, MI 48170	\$	160.00
289 W Spring St, Plymouth, MI 48170	\$	479.00
292 N Holbrook St, Plymouth, MI 48170	\$	168.00
297 W Liberty St, Plymouth, MI 48170	\$	304.00
298 Blunk St, Plymouth, MI 48170	\$	208.00
299 Auburn St, Plymouth, MI 48170	\$	64.00
299 Elizabeth St, Plymouth, MI 48170	\$	224.00
300 Auburn St, Plymouth, MI 48170	\$	144.00
300 Parkview Dr, Plymouth, MI 48170	\$	160.00
301 Blanche St, Plymouth, MI 48170	\$	384.00
305 N Evergreen St, Plymouth, MI 48170	\$	112.00
312 Irvin St, Plymouth, MI 48170	\$	168.00
325 Auburn St, Plymouth, MI 48170	\$	152.00
325 Irvin St, Plymouth, MI 48170	\$	936.00
331 N Main St, Plymouth, MI 48170	\$	968.00
332 W Liberty St, Plymouth, MI 48170	\$	570.00
333 Auburn St, Plymouth, MI 48170	\$	320.00
333 Pacific St, Plymouth, MI 48170	\$	160.00
345 Pacific St, Plymouth, MI 48170	\$	320.00
345 Sunset St, Plymouth, MI 48170	\$	168.00
346 Auburn St, Plymouth, MI 48170	\$	168.00
346 Irvin St, Plymouth, MI 48170	\$	320.00
347 Farmer St, Plymouth, MI 48170	\$	320.00
349 Arthur St, Plymouth, MI 48170	\$	128.00
357 Auburn St, Plymouth, MI 48170	\$	208.00
357 Pacific St, Plymouth, MI 48170	\$	104.00
358 N Main St, Plymouth, MI 48170	\$	648.00
361 Auburn St, Plymouth, MI 48170	\$	224.00
365 Pacific St, Plymouth, MI 48170	\$	176.00

382 Arthur St, Plymouth, MI 48170	\$	160.00
383 Starkweather St, Plymouth, MI 48170	\$	200.00
385 Adams St, Plymouth, MI 48170	\$	328.00
396 Pacific St, Plymouth, MI 48170	\$	256.00
397 N Harvey St, Plymouth, MI 48170	\$	128.00
404 Irvin St, Plymouth, MI 48170	\$	2,268.00
405 Starkweather St, Plymouth, MI 48170	\$	180.00
408 Auburn St, Plymouth, MI 48170	\$	496.00
416 N Main St, Plymouth, MI 48170	\$	120.00
434 Provincetown Ln, Plymouth, MI 48170	\$	600.00
435 Irvin St, Plymouth, MI 48170	\$	176.00
440 Ann St, Plymouth, MI 48170	\$	160.00
449 Pacific St, Plymouth, MI 48170	\$	160.00
451 Ann St, Plymouth, MI 48170	\$	160.00
455 Lindsay Dr, Plymouth, MI 48170	\$	200.00
465 Auburn St, Plymouth, MI 48170	\$	160.00
468 Irvin St, Plymouth, MI 48170	\$	112.00
480 Sunset St, Plymouth, MI 48170	\$	128.00
481 Auburn St, Plymouth, MI 48170	\$	192.00
482 Irvin St, Plymouth, MI 48170	\$	160.00
493 N Harvey St, Plymouth, MI 48170	\$	848.00
499 Leicester St, Plymouth, MI 48170	\$	200.00
499 N Evergreen St, Plymouth, MI 48170	\$	272.00
499 Pacific St, Plymouth, MI 48170	\$	200.00
500 S Main St, Plymouth, MI 48170	\$	220.00
501 Starkweather St, Plymouth, MI 48170	\$	448.00
503 Amelia St, Plymouth, MI 48170	\$	250.00
512 N Mill St, Plymouth, MI 48170	\$	200.00
521 N Harvey St, Plymouth, MI 48170	\$	160.00
522 Adams St, Plymouth, MI 48170	\$	144.00
531 S Mill St, Plymouth, MI 48170	\$	464.00
543 Amelia St, Plymouth, MI 48170	\$	200.00
550 Sheldon Rd, Plymouth, MI 48170	\$	160.00
565 Leicester St, Plymouth, MI 48170	\$	420.00
566 Leicester St, Plymouth, MI 48170	\$	400.00
575 Amelia St, Plymouth, MI 48170	\$	590.00
587 Leicester St, Plymouth, MI 48170	\$	410.00
595 Lindsay Dr, Plymouth, MI 48170	\$	200.00
610 Adams St, Plymouth, MI 48170	\$	128.00
620 Parkview Dr, Plymouth, MI 48170	\$	304.00
644 Irvin St, Plymouth, MI 48170	\$	400.00
644 Karmada St, Plymouth, MI 48170	\$	200.00
651 Auburn St, Plymouth, MI 48170	\$	144.00
651 Irvin St, Plymouth, MI 48170	\$	136.00
651 Pacific St, Plymouth, MI 48170	\$	272.00
653 Leicester St, Plymouth, MI 48170	\$	200.00
654 Leicester St, Plymouth, MI 48170	\$	640.00

662 Irvin St, Plymouth, MI 48170	\$	128.00
684 W Ann Arbor Trail, Plymouth, MI 48170	\$	1,161.00
695 Ameila	\$	8,975.75
696 Adams St, Plymouth, MI 48170	\$	304.00
700 Auburn St, Plymouth, MI 48170	\$	2,128.00
701 Church St, Plymouth, MI 48170	\$	610.00
703 N Harvey St, Plymouth, MI 48170	\$	152.00
709 Provincetown Ln, Plymouth, MI 48170	\$	400.00
710 N Mill St, Plymouth, MI 48170	\$	296.00
710 Provincetown Ln, Plymouth, MI 48170	\$	836.00
713 Ann St, Plymouth, MI 48170	\$	320.00
724 N Evergreen St, Plymouth, MI 48170	\$	400.00
725 N Mill St, Plymouth, MI 48170	\$	210.00
751 Auburn St, Plymouth, MI 48170	\$	160.00
751 Sunset St, Plymouth, MI 48170	\$	672.00
764 Ann St, Plymouth, MI 48170	\$	160.00
775 Davis St, Plymouth, MI 48170	\$	128.00
775 Pacific St, Plymouth, MI 48170	\$	384.00
777 W Ann Arbor Trail, Plymouth, MI 48170	\$	2,108.00
779 York St, Plymouth, MI 48170	\$	128.00
795 N Evergreen St, Plymouth, MI 48170	\$	4,928.00
796 N Mill St, Plymouth, MI 48170	\$	400.00
798 Irvin St, Plymouth, MI 48170	\$	168.00
798 N Evergreen St, Plymouth, MI 48170	\$	3,521.00
799 Pacific St, Plymouth, MI 48170	\$	192.00
801 Starkweather St, Plymouth, MI 48170	\$	380.00
808 Church St, Plymouth, MI 48170	\$	160.00
818 N Holbrook St, Plymouth, MI 48170	\$	128.00
850 Starkweather St, Plymouth, MI 48170	\$	180.00
860 Fralick St, Plymouth, MI 48170	\$	360.00
877 Starkweather St, Plymouth, MI 48170	\$	573.75
950 Starkweather St, Plymouth, MI 48170	\$	390.00
977 Starkweather St, Plymouth, MI 48170	\$	128.00
995 N Mill St, Plymouth, MI 48170	\$	502.00
998 Church St, Plymouth, MI 48170	\$	304.00
<b>Grand Total</b>	<b>\$</b>	<b>89,257.50</b>

## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_ and seconded by  
Comm. \_\_\_\_\_.

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

WHEREAS The contractor did meet all requirements of the bid documents and has completed  
Their work, and

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

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



## Administrative Recommendation

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - Tonquish Creek Walkway Property Transfer - 11-18-24.docx*  
Date: November 14, 2024  
RE: Property Swap between Tonquish Manor & City of Plymouth

---

### Background

The City Administration became aware of a technical property ownership issue related to the Tonquish Creek Walkway that runs from Harvey Street to McKinley when we were in process of applying for a possible grant related to improvements. Originally, Tonquish Creek Manor (TCM) was built by the Municipal Building Authority, as that was the finance arm of the City at the time of construction. Since that time the Building Authority was eliminated, and the property was transferred to Tonquish Manor as a part of a reorganization of the federal funding model used to fund the operations at that facility. Unfortunately, the original property transfer to Tonquish Manor included areas that were open public walkways/park area.

Since we discovered the issue both administrations from the City and TCM have been working cooperatively to implement this change of ownership of the walkway in a timely manner, but it has taken about a year or so to bring this agreement forward. The collaboration between TCM and the City has allowed the technical parts of this agreement to be understood and reviewed by our attorneys. The Plymouth Housing Commission met on October 22<sup>nd</sup> and approved the attached agreement.

We have attached a memorandum from John Buzuvis which provides a significant amount of additional detail on this property swap. This property swap corrects an issue that was perhaps overlooked when the facility took ownership from the Municipal Building Authority, but all parties agree that the walkway is a public area and in order for the City to apply for some grants, it needs to have ownership of the walkway.



## **Recommendation**

The City Administration recommends that the City Commission authorize the attached documents related to the transfer of the ownership of the Tonquish Creek walkway from the Plymouth Housing Commission back to the City of Plymouth. We have attached a proposed Resolution for the City Commission to consider regarding this matter.

If you have any questions regarding this matter, please feel free to contact either John Buzuvis or myself.



# Administrative Recommendation

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

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

To: Paul Sincock, City Manager

From: John Buzuvis, Economic Development Director 

CC: S:\Community Development\John\Tonquish Creek Property Swap 2023\Housing Commission

Tonquish Creek Manor

Date: October 29, 2024

RE: Tonquish Creek Manor/City of Plymouth Property Transfer

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## Background

As you are aware, Tonquish Creek Manor (TCM) at Joel and Sheridan was built in the 1960s by the Municipal Building Authority as was the 35<sup>th</sup> District Court building. The Municipal Building Authority was used as a funding mechanism for large municipal building projects, like the court and TCM as allowed through state law. Both entities have operated independently since being built. If you recall approximately eight years ago the City and the 35<sup>th</sup> District Court Authority completed a process to transfer the property, the court sits from the City's Municipal Building Authority to the 35<sup>th</sup> District Court Authority. The city retained the Massey Field property, and the parking associated with it. A similar process was completed prior to the court property swap with the Plymouth Housing Commission, who runs Tonquish Creek Manor (TCM) as part of a reorganization of the funding model used to fund the operations at that facility.

Approximately a year ago the City became aware that not only was the property TCM sits on transferred to the Housing Commission, the property directly adjacent to Tonquish Creek, which functions as a municipal nature trail and public park area transferred to the Housing Commission as well. The city and TCM administration have worked together to correct this issue over the course of the past several months. TCM has no need or use for the property directly adjacent to the creek and the City of Plymouth has maintained and operated the area for the last half-century.

The administrative teams have discussed this issue, had the properties surveyed and identified the parcels, or parts thereof adjacent to the creek for transfer back to the City of Plymouth for continued use as nature area/park area. Enclosed, for your reference are survey documents identifying which property will remain under ownership of the Housing Commission and which parcels, or parts of parcels, will be transferred back to the City of Plymouth. Also enclosed for your reference is a draft Purchase Agreement (PA) between the city and the Housing Commission which once authorized will allow for the property transfer of the parcels adjacent to the creek back to the City of Plymouth and the Housing Commission will retain ownership of the property the building sits on including the parking and common areas. Current operations and maintenance of the properties will not change this is simply correcting the ownership of the property for legal purposes.

The Plymouth Housing Commission met on Tuesday October 22<sup>nd</sup>, approved the enclosed Purchase Agreement, and authorized their administration to execute the documents on their behalf. The Housing Commission also approved an addendum to a long-term lease between TCM and the Housing Commission, which will exclude

the property being transferred back to the city from the long-term lease agreement. This City Commission does not need to review or approve this lease addendum. This lease and its addendum do not impact or include the property being transferred to the city.

Once the PA and addendum are approved by the City Commission the city will initiate the property transfer paperwork to officially transfer the identified property from the Housing Commission to the City of Plymouth. The city will pay ten dollars (\$10) for the property.

The city's strategic plan identifies this natural park area for improvements through grant opportunities and as such the city must have ownership of the parcels to apply for grants. TCM/Plymouth Housing Commission has no practical use for the trail/park area, and it has functioned as a public area for decades, the administrations agree it is reasonable to transfer the necessary parcels back to city ownership.

The administrative teams consider this "swap" administrative in nature to reflect the reality of the how the property is used and maintained and operated for decades. The swap will take the property off the liability of the Housing Commission and officially transfer the liability to the city.

All enclosed documents have been developed, reviewed, and approved by the City's legal team.

## **Recommendation**

The administration recommends that the City Commission review and approve the enclosed Purchase Agreement and authorizes the mayor to sign the same on behalf of the City of Plymouth. A sample resolution is enclosed for your consideration.

## REAL ESTATE PURCHASE AGREEMENT

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

### RECITALS

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

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

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

### AGREEMENT

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

(a) The Real Property;

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

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

2. PURCHASE PRICE; DEPOSIT.

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

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

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

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

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

4. COMMITMENT FOR TITLE POLICY AND SURVEY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 9. CONDITIONS PRECEDENT.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

10. CLOSING DOCUMENTS.

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

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

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

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

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

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

(i) The Closing Payment to the Seller.

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

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

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

PURCHASER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 18. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

SELLER:

PLYMOUTH HOUSING COMMISSION,  
a Michigan municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

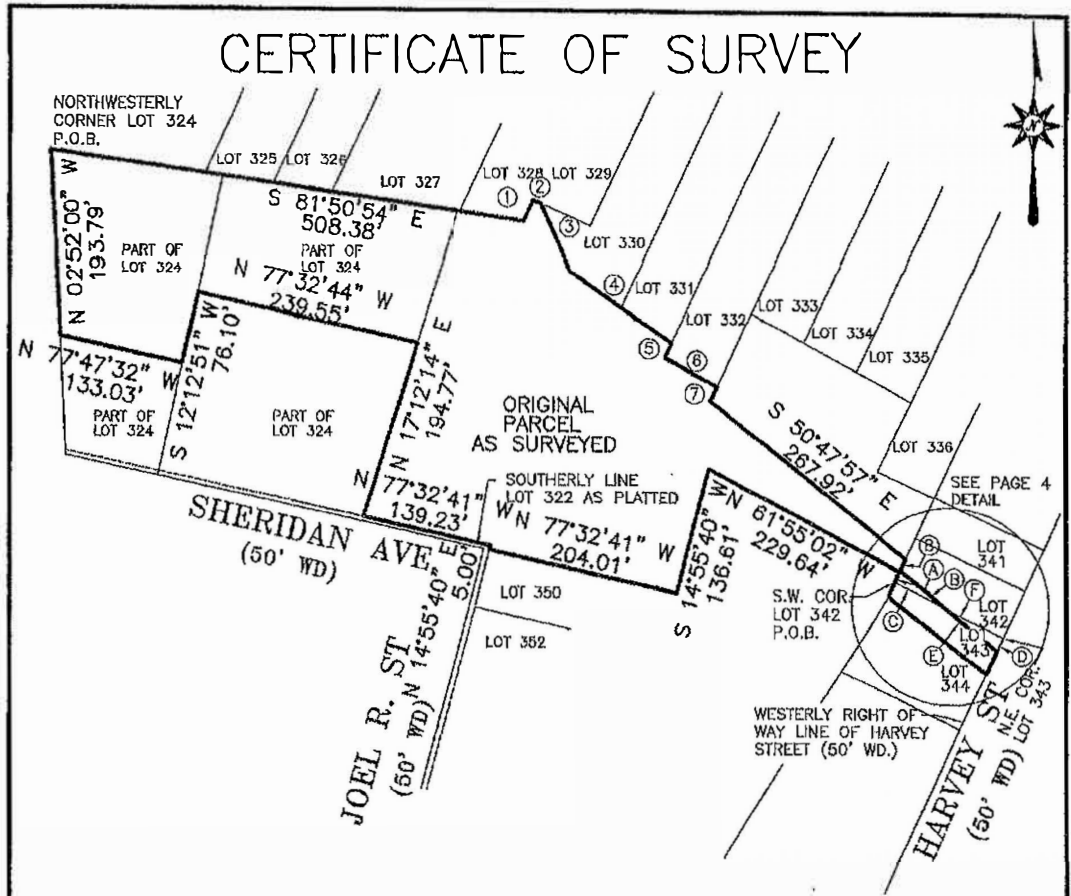
BUYER:

CITY OF PLYMOUTH,  
a Michigan municipal corporation

By: \_\_\_\_\_

Its: Mayor

# CERTIFICATE OF SURVEY



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

### LEGAL DESCRIPTION

SEE ATTACHED

### LEGEND

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



### SURVEYOR'S CERTIFICATE

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

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



9450 SOUTH MAIN STREET  
 SUITE 103  
 PLYMOUTH, MI 48170  
 PHONE: (734) 416-9650  
 FAX: (734) 416-9657  
 www.glasurveyor.com

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

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

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

SHEET:  
 1 OF 7

DRAWN BY:  
 BCW

**Original Description  
As provided**

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

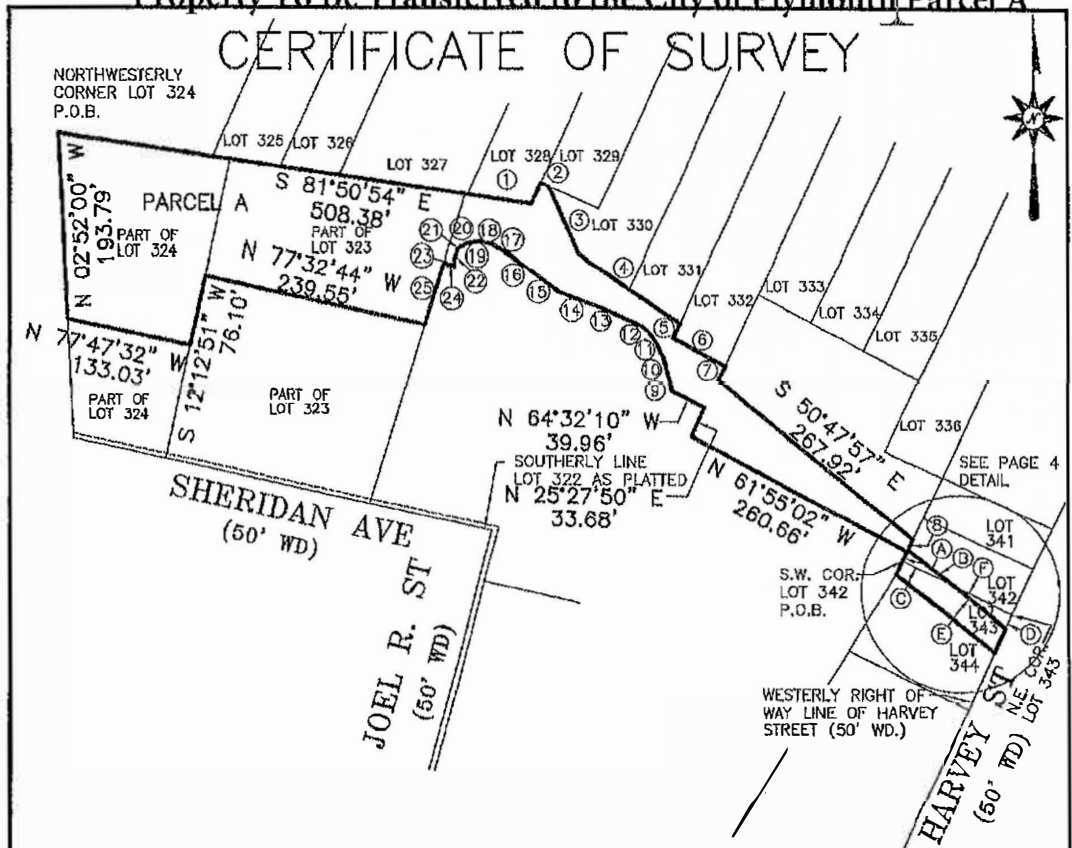
**Property Currently Owned by the Plymouth Housing  
Commission**

**Legal Description  
As surveyed**

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

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

Property To Be Transferred to the City of Plymouth Parcel A



	BEARING	FEET		BEARING	FEET		BEARING	FEET
1	N 25°27'50" E	24.13'	15	N 53°22'05" W	34.81'	A	N 25°00'17" E	14.00'
2	S 66°43'40" E	9.0'	16	N 53°51'53" W	25.67'	B	S 51°23'51" E	61.87'
3	S 24°11'38" E	75.39'	17	N 60°44'47" W	26.13'	C	N 63°54'28" W	60.00'
4	S 55°23'20" E	130.88'	18	N 76°16'27" W	13.12'	D	S 25°00'17" W	15.97'
5	S 25°27'50" W	17.00'	19	S 80°17'32" W	14.55'	E	N 50°49'51" W	70.58'
6	S 61°55'02" E	63.77'	20	S 62°18'21" W	9.19'	F	S 63°54'27" E	68.45'
7	S 25°27'50" W	16.47'	21	S 38°56'55" W	3.27'			
8	S 25°00'17" W	14.82'	22	S 18°17'22" W	8.22'			
9	N 13°50'55" W	36.13'	23	S 03°28'55" W	8.66'			
10	N 23°20'41" W	17.32'	24	N 72°47'46" W	11.58'			
11	N 35°39'48" W	16.05'	25	S 17°12'14" W	68.20'			
12	N 51°08'23" W	9.97'						
13	N 65°35'22" W	47.07'						
14	N 69°14'11" W	46.98'						

**LEGAL DESCRIPTION**

SEE ATTACHED

**LEGEND**

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



**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 01/13/23 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/6000 AND THAT ALL REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

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



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 PLYMOUTH, MI 48170  
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 FAX: (734) 416-9657  
 www.glasurveyor.com

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

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

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

SHEET: 2 OF 7  
 DRAWN BY: BGW

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

## **Parcel A to be Transferred to the City of Plymouth**

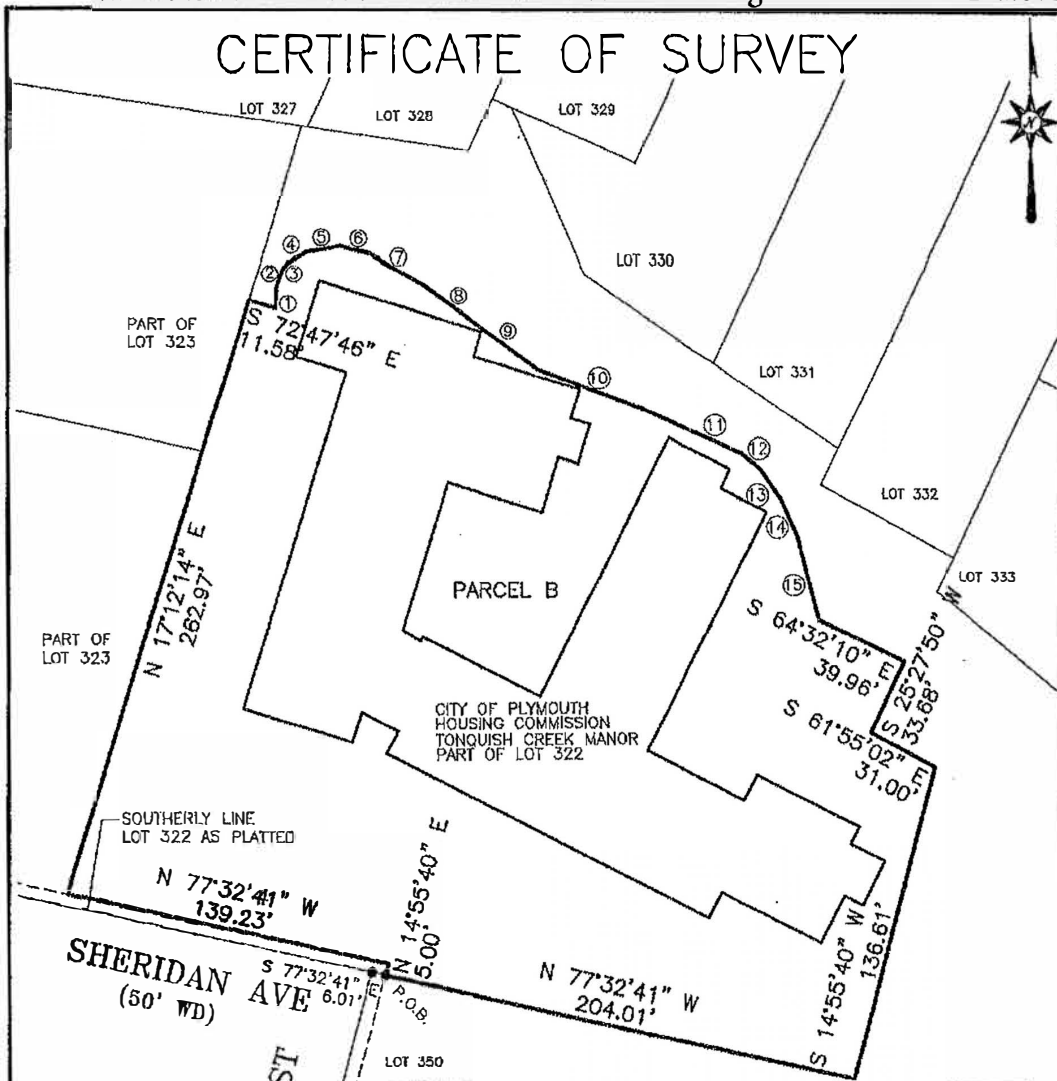
### **Parcel A**

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

BEGINNING at the Northwesterly corner of Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence S. 81° 50' 54" E. 508.38 feet to the Southeasterly corner of Lot 328 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (1) thence N. 25° 27' 50" E. 24.13 feet along the Easterly line of said Lot 328 to the Southwesterly corner of Lot 329 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (2) thence S. 66° 43' 40" E. 9.07 feet along the Southerly line of said Lot 329; (3) thence S. 24° 11' 38" E. 75.39 feet; (4) thence S. 55° 23' 20" E. 130.88 feet to the Southeasterly corner of Lot 331 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (5) thence S. 25° 27' 50" W. 17.00 feet along the Westerly line of Lot 332 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to the Southwesterly corner of said Lot 332; (6) thence S. 61° 55' 02" E. 63.77 feet along the Southerly line of said Lot 332; (7) thence S. 25° 27' 50" W. 16.47 feet; thence S. 50° 47' 57" E. 267.92 feet to a point on the Westerly line of Lot 342 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (8) thence S. 25° 00' 17" W. 14.82 feet along said Westerly line of said Lot 342 to a point on the Westerly line of Lot 343 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence N. 61° 55' 02" W. 260.66 feet; thence N. 25° 27' 50" E. 33.68 feet; thence N. 64° 32' 10" W. 39.96 feet; thence along an asphalt path the following 15 courses: (9) N. 13° 50' 55" W. 36.13 feet, (10) N. 23° 20' 41" W. 17.32 feet, (11) N. 35° 39' 48" W. 18.05 feet, (12) N. 51° 08' 23" W. 9.97 feet, (13) N. 65° 35' 22" W. 47.07 feet, (14) N. 69° 14' 11" W. 46.98 feet, (15) N. 53° 22' 05" W. 34.81 feet, (16) N. 53° 51' 53" W. 25.87 feet, (17) N. 60° 44' 47" W. 26.13 feet, (18) N. 76° 16' 27" W. 13.12 feet, (19) S. 80° 17' 32" W. 14.55 feet, (20) S. 62° 18' 21" W. 9.19 feet, (21) S. 38° 56' 55" W. 3.27 feet, (22) S. 18° 17' 22" W. 8.22 feet, (23) S. 03° 28' 55" W. 8.66 feet; (24) thence N. 72° 47' 46" W. 11.58 feet to a point on the Easterly line of Lot 323 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; (25) thence S. 17° 12' 14" W. 68.20 feet to a point said point being the Southeasterly corner of Lot 323 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence N. 77° 32' 44" W. 239.55 feet along the Southerly line of said Lot 323 to a point on the Westerly line of said Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13; thence S. 12° 12' 51" W. 76.10 feet along said Westerly line of said Lot 324; thence N. 77° 47' 32" W. 133.03 feet to a point on the Westerly line of said Lot 324; and thence N. 02° 51' 00" W. 193.79 feet along the Westerly line of said Lot 324 of said ASSESSOR'S PLYMOUTH PLAT NO. 13 to the POINT OF BEGINNING. ALSO part of said Lot 342 of ASSESSOR'S PLYMOUTH PLAT NO. 13 being described as: BEGINNING at the Southwesterly corner of said Lot 342; thence (A) N. 25° 00' 17" E. 14.00 feet along the Westerly line of said Lot 342; thence (B) S. 51° 23' 51" E. 61.87 feet to a point on the Southerly line of said Lot 342; (C) and thence N. 63° 54' 28" W. 60.00 feet along said Southerly line of said Lot 342 to the POINT OF BEGINNING. AND ALSO part of said Lot 343 of ASSESSOR'S PLYMOUTH PLAT NO. 13 being described as: BEGINNING at the Northeasterly corner of said Lot 343; thence (D) S. 25° 00' 17" W. 15.97 feet along the

Property to be retained by Plymouth Housing Commission Parcel B

# CERTIFICATE OF SURVEY



	BEARING	FEET	BEARING	FEET	
1	N 03°28'55" E	8.66	9	S 53°22'05" E	34.81
2	N 18°17'22" E	8.22	10	S 69°14'11" E	46.98
3	N 38°56'55" E	3.27	11	S 65°35'22" E	47.07
4	N 62°18'21" E	9.19	12	S 51°08'23" E	9.97
5	N 80°17'32" E	1.455	13	S 35°39'48" E	16.05
6	S 76°16'27" E	13.12	14	S 23°20'41" E	17.32
7	S 60°44'47" E	26.13	15	S 13°50'55" E	36.13
8	S 53°51'53" E	25.67			

**LEGAL DESCRIPTION**

SEE ATTACHED

**LEGEND**

RECORDED M.E. FOUND IRON ROD FOUND IRON PIPE SET GAFFED IRON FOUND CONC. MON. POINT OF BEGINNING

R. M. F.I.R. F.I.P. S.C.I. F.C.H. P.O.B.



**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATED AND/OR DESCRIBED ON 01/13/23 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/8000 AND THAT ALL REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

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



9450 SOUTH MAIN STREET  
 SUITE 103  
 PLYMOUTH, MI 48170  
 PHONE: (734) 416-9650  
 FAX: (734) 416-8657  
 www.glasurveyor.com

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

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



SHEET: 3 OF 7  
 DRAWN BY: BGW

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

## **Parcel B to be retained by the Plymouth Housing Commission**

### **Parcel B**

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

Commencing at the Northwest corner of Lot 350; thence along the Southerly line of said Lot 322, S. 77° 32' 41" E. 6.01 feet to the POINT OF BEGINNING; thence N. 14° 55' 40" E. 5.00 feet; thence N. 77° 32' 41" W. 139.23 feet; thence N. 17° 12' 14" E. 282.97 feet; thence S. 72° 47' 46" E. 11.58 feet; thence along an asphalt path the following 15 courses: (1) N. 03° 28' 55" E. 8.66 feet, (2) N. 18° 17' 22" E. 8.22 feet, (3) N. 38° 56' 55" E. 3.27 feet, (4) N. 62° 18' 21" E. 9.19 feet, (5) N. 80° 17' 32" E. 14.55 feet, (6) S. 76° 16' 27" E. 13.12 feet, (7) S. 60° 44' 47" E. 26.13 feet, (8) S. 53° 51' 53" E. 25.67 feet, (9) S. 53° 22' 05" E. 34.81 feet, (10) S. 69° 14' 11" E. 46.98 feet, (11) S. 65° 35' 22" E. 47.07 feet, (12) S. 51° 08' 23" E. 9.97 feet, (13) S. 35° 39' 48" E. 18.05 feet, (14) S. 23° 20' 41" E. 17.32 feet, and (15) S. 13° 50' 55" E. 36.13 feet; thence S. 64° 32' 10" E. 39.96 feet; thence S. 25° 27' 50" W. 33.68 feet; thence S. 61° 55' 02" E. 31.00 feet; thence S. 14° 55' 40" W. 136.61 feet; and thence N. 77° 32' 41" W. 204.01 feet to the POINT OF BEGINNING. Containing 1.89 acres of land, more or less. Subject to any and all easements or rights of way of record, if any.



Sample Resolution

The following resolution was offered by Commissioner \_\_\_\_\_ and seconded by Commissioner

\_\_\_\_\_.

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

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

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

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

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

Now Therefore Be It Resolved that the City of Plymouth City Commission does hereby approve the enclosed Purchase Agreement for the parcels, and parts of parcels identified in the enclosed survey documents,

Now Therefore Be It Further Resolved that the City of Plymouth City Commission authorizes the mayor to execute the Purchase Agreement, and any other necessary documents to complete the sale and the property transfers on behalf of the City of Plymouth City Commission



## Administrative Recommendation

---

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

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

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Storm Sewer Agreement 525-545-565 W Ann Arbor Trail - 11-18-24.docx  
Date: November 14, 2024  
RE: Storm Sewer Easement & Construction Agreement

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### Background

Through our weekly updates to the City Commission, we have made the group aware that we are collaborating with the private developer of 525/545/565 W. Ann Arbor Trail to deal with a couple of storm sewer issues on and near these properties. The City must deal with a storm sewer mis-alignment issue in our main line sewer and the owner of the properties needs to deal with the lower elevation of the properties when compared to neighboring properties.

The proposal is for the property owner to pay for an installation of a six-inch storm sewer along the "back" of the properties and then bring it "forward" to Ann Arbor Trail to connect with the city's main line storm sewer. Further, the property owner would then grant an easement to the City for the storm sewer.

This would be a public private partnership that would allow us to respond to wet areas on the property and to allow us to make necessary repairs to the city storm sewer system using only one dig up on Ann Arbor Trail. 100% of the cost of the new sewer line and connection would be paid for by the property owner, while the City would be responsible for correcting our issues with our line in Ann Arbor Trail.

### Recommendation

At this time, the City Administration recommends that the City Commission authorize the easement agreement for a storm sewer at 525/545/565 W. Ann Arbor Trail and the construction agreement for the new storm sewer.

There is a detailed memorandum attached from the Municipal Services Department which should provide additional background information. We have also attached a proposed Resolution for the City Commission to consider regarding this matter.

Should you have any questions in advance of the meeting, please feel free to contact Chris Porman or myself.



## Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: November 13, 2024  
To: Paul J. Sincock, City Manager  
From: Chris Porman, Assistant City Manager/Director of Municipal Services  
Adam Gerlach, Assistant Director of Municipal Services  
Re: Proposed Drainage, Utility, & Storm Sewer Easement 525/545/565 W Ann Arbor Trl

### Background:

The City of Plymouth has been working with the owner of the properties at 525, 545, and 565 W Ann Arbor Trail to establish an easement for drainage, utilities and storm sewer. The property owner is currently developing three single family homes on Ann Arbor Trail between the Roose Animal Hospital and the Jewell Blaiche building (former Saxton's Garden Center). Along with the development, the property owner will install an extension of the public storm sewer and a drainage swale within the proposed easement.

As part of the site plan review process for the new homes, the existing and proposed grading of the property was noted to be a concern for the surrounding properties. The existing grading of the three parcel site is lower than all the surrounding properties, and the rear portion of the properties has historically been a wet area. A drainage easement and an extension of the storm sewer were proposed to ensure that the construction of the three new homes did not negatively affect the drainage of all the surrounding properties.

The proposal includes a 6 foot wide easement running the entire South edge of the three parcels and a 6 foot wide easement along the entire East side of the easternmost parcel, from the Southeast corner to the W Ann Arbor Trail Right-of-way at the Northeast corner. The proposed easement is a permanent public drainage, utility, and storm sewer easement, for the purpose of constructing, operating, maintaining, repairing, and/or replacing, drains, utilities, and storm sewers. A public extension of the storm sewer, catch basin structures, and drainage swale are to be located in the proposed easement and adjacent public right-of-way. A draft easement document is attached.

Additionally, the owner/developer of 525/545/565 W Ann Arbor Trail will enter into an agreement with the City to pay the entirety of the construction costs associated with the proposed extension of the storm sewer, catch basin structures, and drainage swale. All work will be required to be to City of Plymouth engineering standards and overseen by City

inspectors. This proposal will be funded by the owner/developer of 525/545/565 W Ann Arbor Trail, with no City funds used. A draft agreement is attached.

As you are aware, this proposed easement is not unique; we have similar arrangements in many areas of the City to provide access to public utilities in rear yards. Public-private partnerships like these have allowed for new development to improve drainage.

The proposed agreement, easement and referenced drawings are attached.

**Recommendation:**

The recommendation is for the City Commission to accept the proposed Drainage, Utility & Storm Sewer easement. As well as, enter into an agreement with the owner/developer of 525/545/565 W Ann Arbor Trail to allow the owner to construct a public storm sewer, catch basin structures and drainage swale with in the public right-of-way and proposed easement.

If you have any questions, please feel free to contact us.

DRAFT

CITY OF PLYMOUTH  
DRAINAGE, UTILITY, AND STORM SEWER EASEMENT

**"PARCEL 3"**

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

**"PARCEL 2"**

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

**"PARCEL 1"**

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

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

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

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

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

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

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

**CITY:**

**OWNER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STATE OF MICHIGAN**

)  
) SS

**COUNTY OF \_\_\_\_\_)**

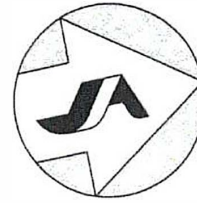
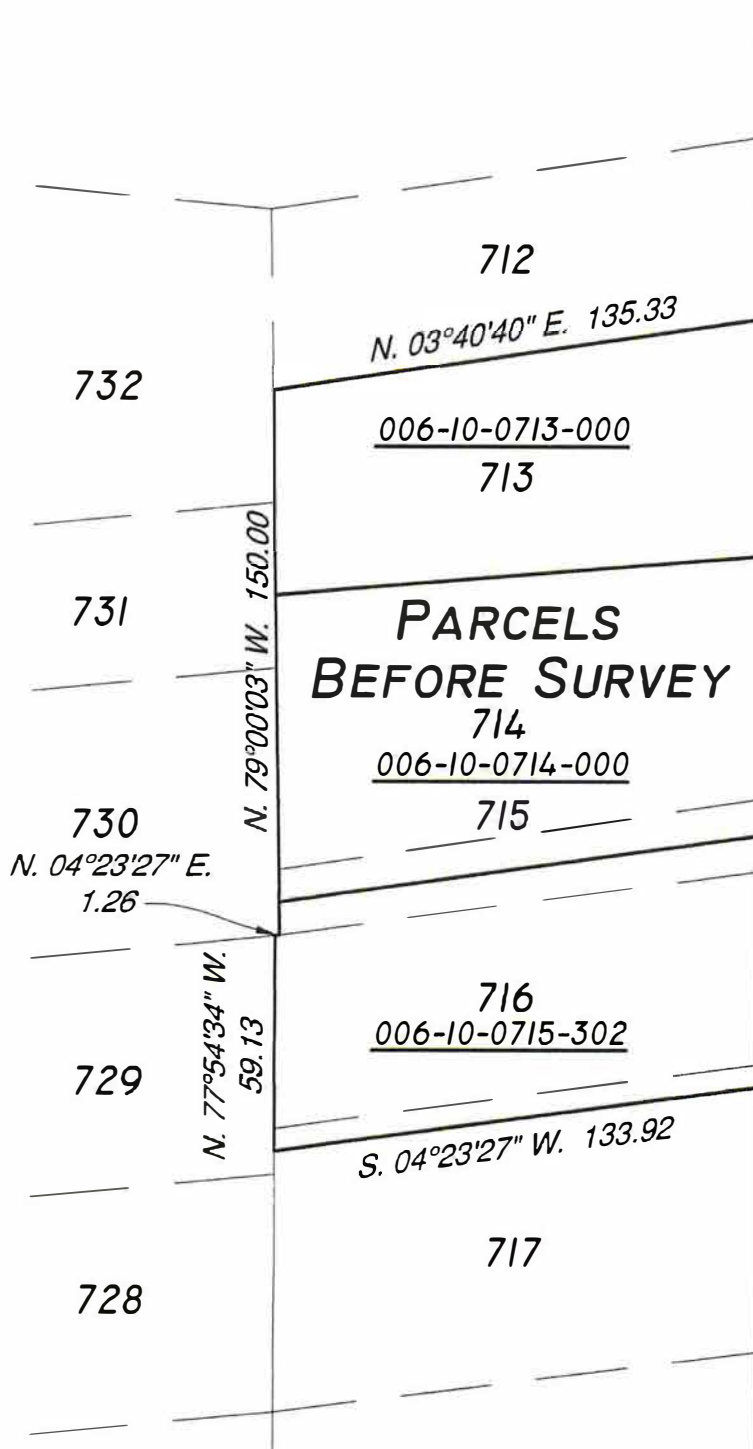
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public in and for said County, personally appeared: \_\_\_\_\_ and \_\_\_\_\_ to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free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

**WHEN RECORDED RETURN TO:**

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

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

SEE SHEETS 3 & 4 FOR LEGAL DESCRIPTIONS & CERTIFICATE



ANN ARBOR TRAIL (66' Wide)

S. 78°01'48" E. 211.13



Know what's below.  
Call before you dig.



**CERTIFIED SURVEY**

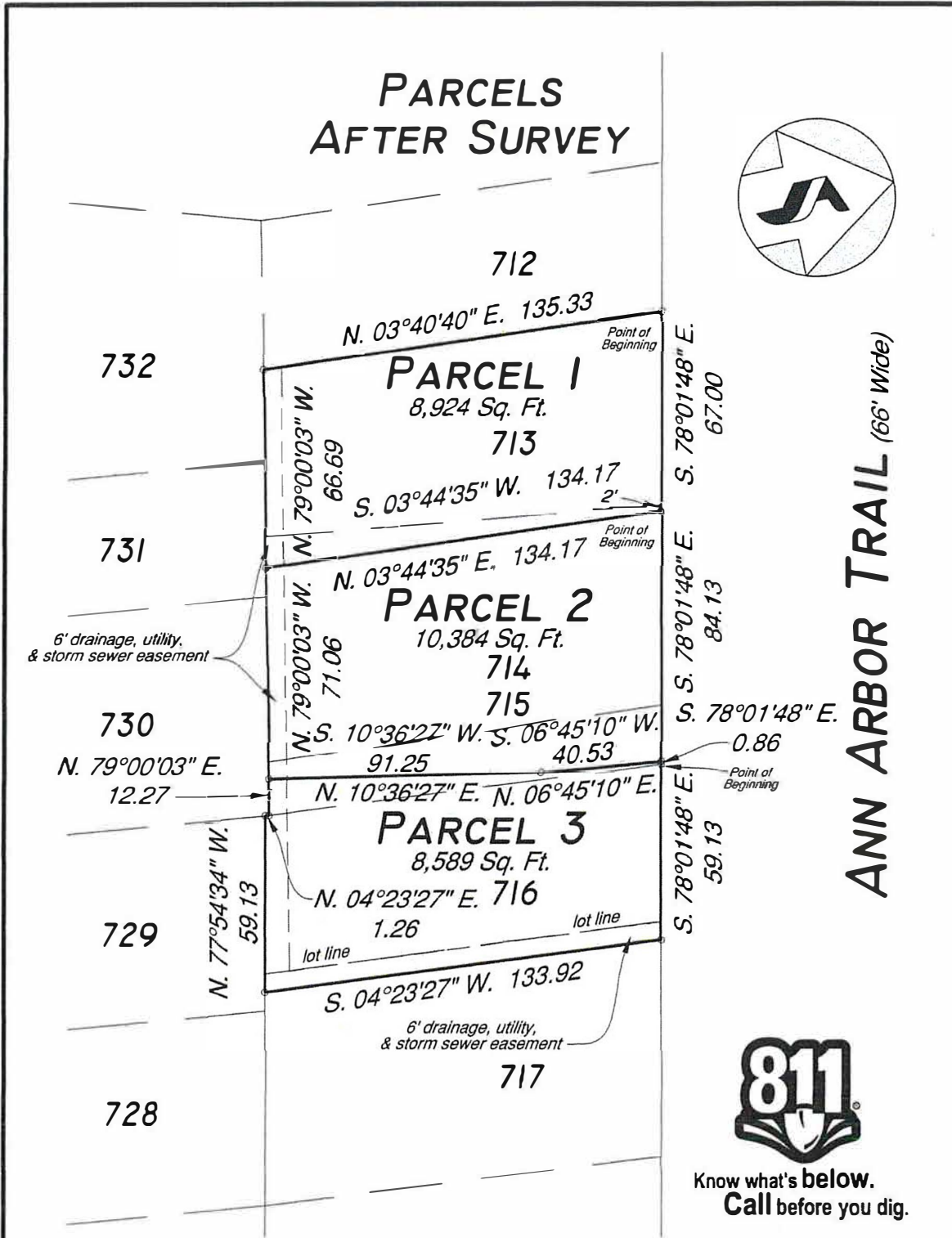
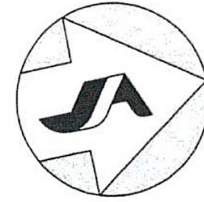
PART OF THE SOUTHWEST ¼ OF SECTION 26  
TOWN 1 SOUTH, RANGE 8 EAST  
CITY OF PLYMOUTH, WAYNE COUNTY,  
MICHIGAN

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



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

# PARCELS AFTER SURVEY



## CERTIFIED SURVEY

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

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



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



**DESCRIPTION BEFORE SURVEY**

Tax ID# 006-10-0713-000

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

Tax ID# 006-10-0714-000

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

Tax ID# 006-10-0715-302

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

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

I. JOHN JEKABSON P.S. #19836




**CERTIFIED SURVEY**

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

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



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

DESCRIPTION AFTER SURVEY

PARCEL 1

LOT 713, AND PART OF LOT 714 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 713; THENCE ALONG THE SOUTH LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 713 AND LOT 714, SOUTH 78°01'48" EAST, 67.00 FEET; THENCE SOUTH 03°44'35" WEST, 134.17 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 713 AND LOT 714, NORTH 79°00'03" WEST, 66.69 FEET; THENCE ALONG THE WESTERLY LINE OF LOT 713, NORTH 03°40'40" EAST, 135.33 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8,924 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.

PARCEL 2

PART OF LOTS 714 AND LOT 715 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 714 DISTANT SOUTH 78°01'48" EAST, 2.00 FEET FROM THE NORTHWEST CORNER OF LOT 714 FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 714 AND LOT 715, SOUTH 78°01'48" EAST, 84.13 FEET; THENCE SOUTH 06°45'10" WEST, 40.53 FEET; THENCE SOUTH 10°36'27" WEST, 91.25 FEET TO THE SOUTHERLY LINE OF LOT 715; THENCE ALONG THE SOUTHERLY LINE OF LOT 714 AND LOT 715, NORTH 79°00'03" WEST, 71.06 FEET; THENCE NORTH 03°44'35" EAST, 134.17 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 10,384 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.

PARCEL 3

LOT 716, ALSO PART OF LOT 715 AND LOT 717 OF "ASSESSOR'S PLYMOUTH PLAT NO. 20" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 68 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 715 AND PROCEEDING THENCE ALONG THE SOUTHERLY LINE OF ANN ARBOR TRAIL AND THE NORTHERLY LINE OF LOT 716 & LOT 717, SOUTH 78°01'48" EAST, 59.13 FEET; THENCE SOUTH 04°23'27" WEST, 133.92 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 717 AND LOT 716, NORTH 77°54'34" WEST, 59.13 FEET TO THE SOUTHWESTERLY CORNER OF LOT 717; THENCE ALONG THE WESTERLY LINE OF LOT 717, NORTH 04°23'27" EAST, 1.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF LOT 715, NORTH 79°00'03" EAST, 12.27 FEET; THENCE NORTH 10°36'27" EAST, 91.25 FEET; THENCE NORTH 06°45'10" EAST, 40.53 FEET; THENCE SOUTH 78°01'48" EAST, 0.86 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8,589 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR DRAINAGE, UTILITIES, AND STORM SEWER OVER THE SOUTHERLY 6.00 FEET AND THE EASTERLY 6.00 FEET OF THE ABOVE DESCRIBED PARCEL.



**CERTIFIED SURVEY**

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

**Jekabson & Associates, P.C.**

Professional Land Surveyors  
1320 Goldsmith, Plymouth, MI 48170  
(734) 414-7200 (734) 414-7272 fax



Date:  
24 OCT 2024

Job No.  
23-02-007

Scale  
1" = 40'

Drawn  
AAH

Checked  
JGE

Sheet  
4 OF 4

**DRAFT**

**AGREEMENT**

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

**SIDWELL NO. 49-006-10-0715-302  
"PARCEL 3"**

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

**SIDWELL NO. 49-006-10-0714-000  
"PARCEL 2"**

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

**SIDWELL NO. 49-006-10-0713-000  
"PARCEL 1"**

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

WITNESSETH: Whereas the CITY, through its administration has received a request from the OWNER to improve the property commonly known as 525/545/565 W Ann Arbor Trail, which requires storm water drainage to be managed across multiple parcels, and

WHEREAS, there has been established a permanent drainage, utilities, and storm sewer easement along the South and East boundaries of 525/545/565 W Ann Arbor Trail, and

WHEREAS, the construction of the drainage swale along the southern boundary and storm sewer with associated catch basin structures along the eastern boundary of 525/545/565 W Ann Arbor Trail will directly inure to the benefit of the OWNER and adjacent property owners,

NOW, THEREFORE, IT IS MUTUALLY AGREED, as follows:

1. The CITY will allow the connection to and extension of the storm drain on W Ann Arbor Trail.
2. The OWNER agrees to do all work necessary in the construction of said storm sewer, catch basin structures, and drainage swale, including excavation, installation of piping and catch basin structures, tapping existing pipe, and drainage swale forming and grading.
3. Said construction shall be made in a good, workmanlike manner and under the supervision of the City Engineer and City Inspectors, as well as, meet all current CITY engineering standards, State of Michigan specifications, and any other applicable regulations.
4. The OWNER further agrees to maintain said storm sewer, catch basin structures, and drainage swale in a reasonable and good condition.
5. The OWNER further agrees to pay all costs related to the construction of the storm sewer, catch basin structures, and drainage swale, as well as all costs related to the ongoing maintenance of the storm sewer, catch basin structures, and drainage swale.
6. The OWNER will construct the storm sewer, catch basin structures, and drainage swale in a timely manner, issuance of the Certificate of Occupancy will be contingent on the completion of construction of the storm sewer, catch basin structures, and drainage swale.
7. The OWNER warrants that they are the sole and rightful title holder to the property hereinbefore described.
8. The OWNER hereby agrees to allow the recording of the AGREEMENT with the Wayne County Register of Deeds.
9. This AGREEMENT shall be binding on the parties hereto, their heirs, agents, assigns and all subsequent purchasers acquiring an interest in any of the properties subject to this Agreement.

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

**CITY:**

**OWNER:**

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN

)  
) SS

COUNTY OF \_\_\_\_\_)

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

**WHEN RECORDED RETURN TO:**

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

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

## RESOLUTION

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_

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

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

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

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

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