

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that COUNTY OF OAKLAND, a Michigan Constitutional Corporation, by and through the Oakland County Water Resources Commissioner, in his capacity as "County Agency" for the CLINTON-OAKLAND SEWAGE DISPOSAL SYSTEM, pursuant to 1939 P.A. 342, as amended and 1957 P.A. 185, as amended, GRANTOR whose address is the Office of the Oakland County Water Resources Commissioner ("WRC"), One Public Works Drive, Bldg 95 West, Waterford, Michigan 48328-1907 for and in consideration of the sum of **One Dollar (\$1.00)** receipt of which is hereby acknowledged, paid to them by the CITY OF ROCHESTER HILLS, a Michigan Municipal Corporation, GRANTEE whose address is 1000 Rochester Hills Drive, Michigan 48309, GRANTOR does hereby grant to the said GRANTEE the right to construct, operate, maintain, repair or replace a sanitary sewer system, in accordance with the terms and conditions set forth herein:

RECITALS:

A. The GRANTOR is the owner of certain real property described as follows (the "Premises"):

A parcel of land in the East 1/2 of the Southeast 1/4 of Section 13, Town 3 North, Range 11 East, Avon Township (now City of Rochester Hills), Oakland County, Michigan, described as: Commencing at the Southeast corner of said Section 13, thence North 00 degrees 05 minutes West 365.25 feet and North 36 degrees 24 minutes West 624.20 feet and North 44 degrees 04 minutes West 156.15 feet along the centerline (so-called) of Dequindre Road to the point of beginning; thence North 44 degrees 04 minutes West 160.00 feet along the centerline of Dequindre Road; thence South 65 degrees 26 minutes West 159.13 feet; thence South 44 degrees 04 minutes East 160.00 feet parallel to the said centerline of Dequindre Road; thence North 65 degrees 26 minutes East 159.13 feet to the point of beginning on said centerline of Dequindre Road.

Sidwell No. 15-13-476-004

and,

B. The GRANTEE desires to acquire from the GRANTOR certain rights to the Premises in order to construct, operate, maintain, repair or replace the sanitary sewer system.

IT IS THEREFORE AGREED:

1. **Grant of Permanent Easement.** Grantor hereby grants to Grantee a perpetual easement described as follows:

Beginning at the most Westerly corner of the above-described parcel thence from said POINT OF BEGINNING N 65° 26' 00" E, 25.26 ft. along the Northwesterly parcel line; thence S 03° 26' 03" W, 32.30 ft. to the Southwesterly parcel line; thence N 44° 04' 00." W, 30.25 ft. along said Southwesterly line to the point of beginning.

2. **Purpose of the Easement.** The permanent easement granted herein shall be used for the purpose of the operation, maintenance, repair or replacement of the system constructed in accordance with the plans and specifications approved by the GRANTEE.

3. **General Conditions.**

a. GRANTOR agrees not to build or convey to others permission to build any permanent structures on the above-described permanent easement. Permanent structures include but are not limited to, fixtures, structures with footings, culverts, dams, bridges and structures of a similar nature.

b. Except as otherwise agreed in writing between the GRANTOR and GRANTEE, GRANTEE may remove all trees and shrubbery within the permanent easement and shall not be required to replace trees and shrubbery that are removed.

c. Except as otherwise provided herein, if the Premises shall be disturbed by reason of the exercise of any of the foregoing powers, then the Premises shall be restored to substantially the condition that existed prior to entering upon said Premises by the GRANTEE, its contractors, agents, successors or assigns.

d. GRANTOR retains, reserves, and shall continue to enjoy the use of the permanent easement for any and all purposes which do not interfere with, obstruct the use of or prevent the use by GRANTEE.

e. It is understood that the easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper.

f. This Easement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, representatives, successors and assigns.

g. A map of the above-described Easement is attached hereto and made a part thereof.

h. This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Easement must be in writing and must be signed by the party to be changed.

i. This Easement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Easement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

j. It is further understood and agreed between the Parties that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between GRANTOR and GRANTEE in any way related to the subject matter hereof, except as expressly stated herein.

k. If any provision of this Easement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

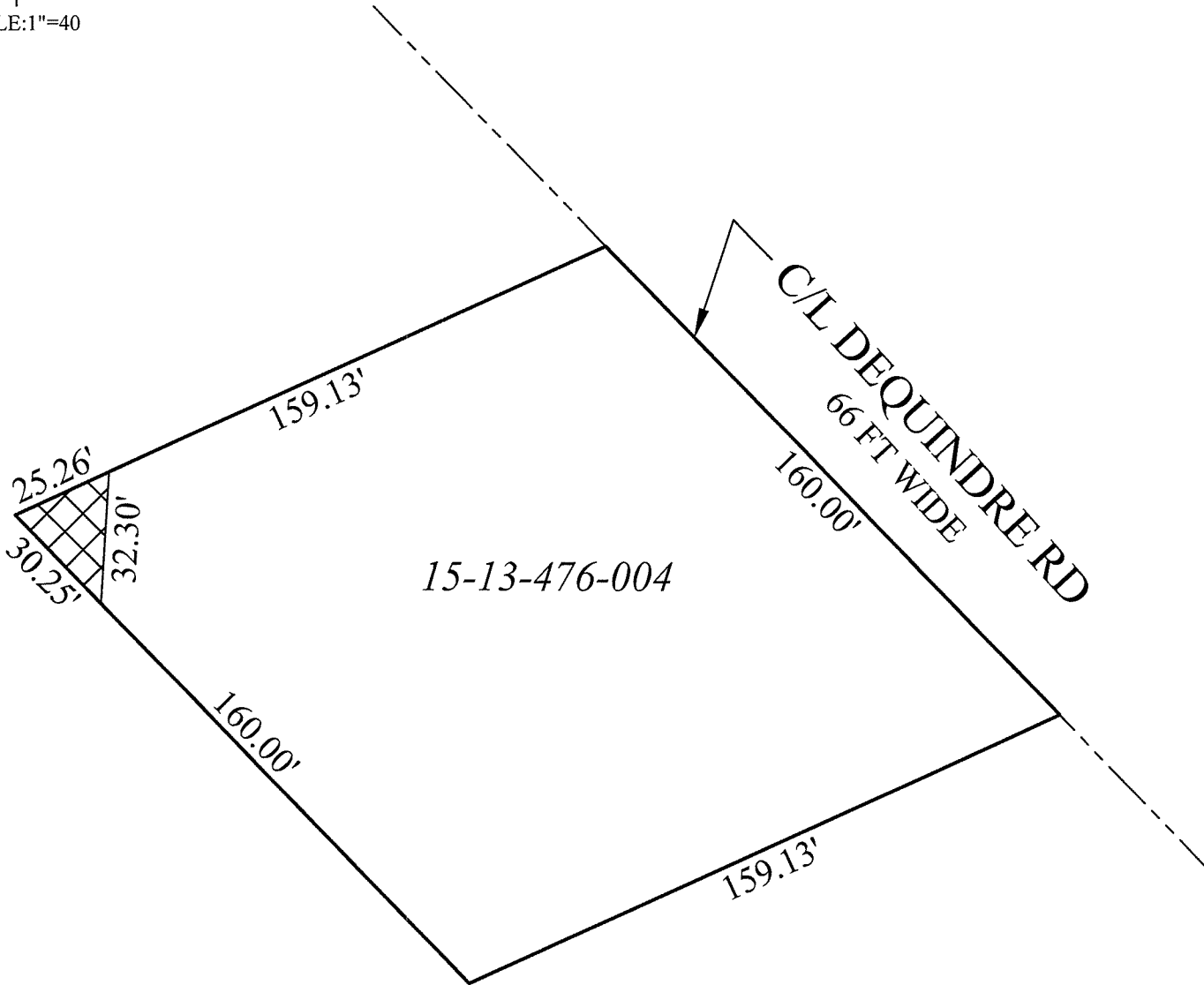
l. It is understood and agreed between the Parties that a failure by either Party to fulfill a condition or term set forth in this Easement shall not result in the extinguishment of the easement rights granted herein or constitute a waiver of such term or condition.

(Remainder of this page intentionally left blank)

NOTE: NO FIELD WORK PERFORMED
DESCRIPTION TAKEN FROM RECORD



SCALE: 1"=40'



*Jenny M.
Approved 6/3/22*

PROJECT: CLINTON-OAKLAND SEWAGE DISPOSAL SYSTEM	05/23/2022
PERMANENT EASEMENT EASEMENT PARCEL NO. <u> 1 </u> DWG. <u> 1 </u> OF <u> 1 </u>	
SIDWELL NO. <u> 15-13-476-004 </u>	
A parcel of land in the E.1/2 of the SE 1/4 of Sec. 13, T3 N, R 11 E City of Rochester Hills, Oakland County, Michigan	
JIM NASH OAKLAND COUNTY WATER RESOURCE COMMISSIONER Page 1 of 1	
Rev.:07/30/2013	