

WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of one dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, that **JUST BURGERS & FRIES HOLDINGS, LLC**, a Michigan limited liability company, whose address is 4564 Oakhurst Ridge Road, Clarkston, Michigan 48348 (the "Grantor") does hereby grant to **THE CITY OF ROCHESTER HILLS**, a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309 ("Grantee"), a twenty (20) foot wide, non-exclusive, perpetual water main easement in, over, upon, through and under the certain real property owned by Grantor and which is particularly described in the attached "**Exhibit A**" (the "Premises"). The legal description of the easement granted herein is shown on the attached "**Exhibit B**" (the "Easement Area"). The approximate location of the Easement Area within the Premises is depicted in the attached "**Exhibit C**".

The Water Main Easement granted herein is subject to the following terms and conditions:

1. Grantor shall construct and install the initial water main on the Premises; however, after the initial construction, the Grantee shall thereafter have the obligation and right to construct, install, inspect, repair, maintain, and replace the water main and all reasonably necessary related and incidental facilities (the "Facilities") within the Easement Area described in "**Exhibit B**".
2. The Grantee shall be solely responsible for all costs (other than the initial construction and installation by Grantor) associated with the construction, installation, repair, maintenance, and replacement of the Facilities.
3. The Grantee, in the construction, inspection, installation, repair, maintenance, and replacement of the Facilities, shall do no unnecessary damage to any trees, shrubs, lawns, paved surfaces, buildings, fences or appurtenances, above or underground within the Premises, and Grantee, at Grantee's cost, shall restore the Premises to the same condition in which it was in before any future construction, installation, repair, or maintenance work, and shall indemnify Grantor for any claims or liabilities arising out of, or incident to, the actions of Grantee or anyone acting on Grantee's behalf in connection with the exercise of rights granted herein.
4. Grantee hereby accepts the conveyance of any and all Facilities which may now or hereafter be located in the Easement Area. Grantor shall have no right, title or interest in such Facilities.
5. **Access.** The Grantee, its officers, employees, agents, licensees, successors and assigns shall have the right to access the Easement Area for the purposes set forth herein upon provision of reasonable advance notice to the Grantor. Grantee shall provide Grantor with at least one (1) week advance notice prior to commencing any construction, installation, repair, replacement or maintenance work permitted under this Water Main Easement.
6. **Grantor's Rights.** Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the Easement Area for any and all purposes which do not interfere with Grantee's uses permitted under this Water Main Easement.

7. **Non-exclusive Easement.** The easement and the rights and privileges granted herein are nonexclusive, and Grantor reserves and retains the right to convey similar, nonexclusive easements and rights to other such persons as Grantor may deem proper provided that such easements and rights do not affect Grantee's easement or the rights provided to Grantee herein.
8. **Notice.** Any notices required under this agreement shall be sent by certified mail to the address for each party set forth below, or to such other addresses as such party may specify to the other party in writing at a later date:

To Grantor:

Just Burgers & Fries Holdings, LLC
Attn: Andrew Zielke
4564 Oakhurst Ridge Road
Clarkston, MI 48348

To the Grantee:

City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

9. This Water Main Easement shall run with the land, and shall be binding upon and inure to the benefit of Grantor, Grantee, and the heirs, successors and assigns of the parties.
10. All exhibits referred to herein and attached hereto shall be deemed to be a part of this Water Main Easement.
11. This Water Main Easement is exempt from transfer taxes under MCL 207.505(a) and MCL 207.526(a).

In witness whereof, the parties have executed this Water Main Easement on this 7th day of November, 2016.

"GRANTOR"
Just Burgers & Fries Holdings, LLC

By: [Signature]
Andrew Zielke, Trustee
Its: Managing Member

STATE OF Michigan)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 7th day of November, 2016, by Andrew Zielke, Trustee, a Managing Member of Just Burgers & Fries Holdings, LLC, a Michigan limited liability company, for and on behalf said limited liability company.

[Signature]
Notary Public Sally A. Smith
State of Michigan, County of Oakland
My commission expires: 11-01-2018
Acting in the County of Oakland

"GRANTEE"
City of Rochester Hills

Dated: _____ /s/ _____
By: Bryan K. Barnett
Its: Mayor

STATE OF MICHIGAN)
)
OAKLAND COUNTY)

Acknowledged before me in Oakland County, Michigan on _____, 2017 by Bryan K. Barnett, Mayor of the City of Rochester Hills, a Michigan municipal corporation, on behalf of the Corporation.

/s/ _____
Notary public, State of Michigan, County of _____.
My commission expires _____.
Acting in the County of _____.

Drafted by:

Rachel H. Tucker, Esq., 30665 Northwestern Hwy., Ste. 200, Farmington Hills, Michigan 48334. DRAFTER MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE LEGAL DESCRIPTION HEREIN.

When recorded, return to:
Clerks Dept.
City of Rochester Hills
1000 Rochester Hills Dr.
Rochester Hills, MI 48309

John Stefan
Approved 11/22/16

EXHIBIT A
TO WATER MAIN EASEMENT

Legal description of the Premises

Land situated in the City of Rochester Hills, County of Oakland, and State of Michigan, described as:

A part of the Northwest $\frac{1}{4}$ of Section 35, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, being more particularly described as commencing at the Northwest corner of said Section 35, thence North 87 degrees 47 minutes 36 seconds East 378.42 feet along the North line of said Section 35 and following Auburn Road to the point of beginning, thence continuing North 87 degrees 47 minutes 36 seconds East 128.19 feet along said North line and following said Auburn Road; thence south 02 degrees 12 minutes 24 seconds East 33.00 feet; thence along a curve to the right 62.83 feet, said curve having a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds and a long chord bearing of South 47 degrees 12 minutes 24 seconds East 56.57 feet; thence South 02 degrees 12 minutes 24 seconds East 126.00 feet; thence along a curve to the right 271.63 feet, said curve having a radius of 186.00 feet, a central angle of 83 degrees 40 minutes 27 seconds and a long chord bearing of South 39 degrees 37 minutes 49 seconds West 248.13 feet; thence North 02 degrees 36 minutes 28 seconds West 383.88 feet to the point of beginning. Containing 1.2 acres (gross) or 1.08 acres (net) excluding the Northerly 60 feet for the Auburn Road right of Way.

Currently part of Tax ID Number-70-15-35-100-053

Mike Taunt
Approved 11/29/16

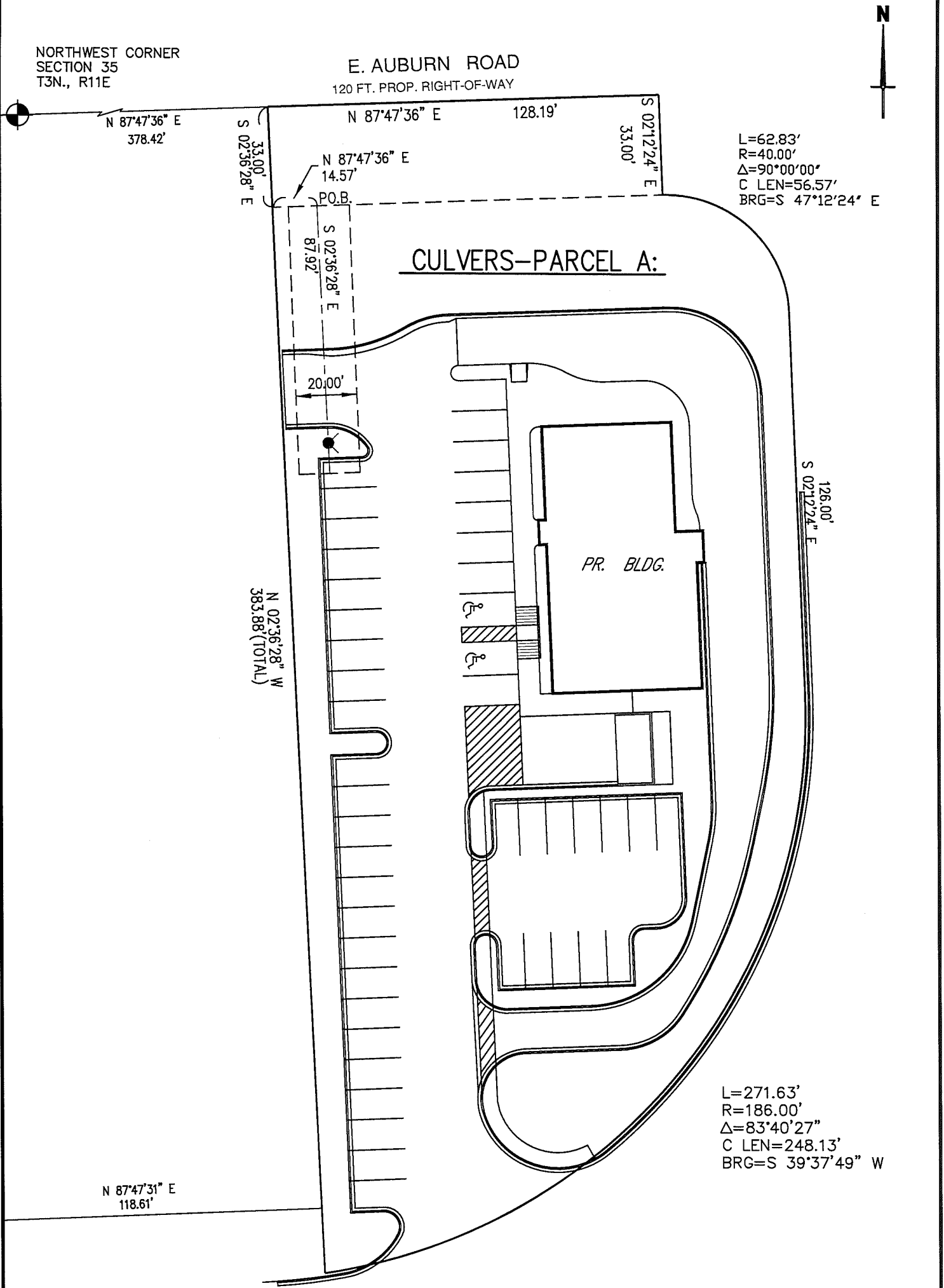
EXHIBIT B
TO WATER MAIN EASEMENT

Legal description of the Easement Area

Land situated in the City of Rochester Hills, County of Oakland, and State of Michigan, described as:

Part of the Northwest $\frac{1}{4}$ of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, centerline of a 20 foot wide Water main Easement described as beginning N $87^{\circ}47'36''$ E 378.42 feet & S $02^{\circ}36'28''$ E, 33.00 feet & N $87^{\circ}47'36''$ E, 14.57 feet from northwest corner of said Section 35, thence S $02^{\circ}36'28''$ E, 87.92 feet to the point of ending.

EXHIBIT C—WATERMAIN EASEMENT



ISSUED FOR: 12-5-16: CITY	REV'D BY:	ISSUED FOR:	REV'D BY:
THOMAS M. SMITH P.S. PROFESSIONAL LAND SURVEYOR 7559 OLDE STURBRIDGE TRAIL tsmith7559@yahoo.com CLARKSTON, MICHIGAN 48348 PHONE: (248) 625-3276		Mike Taunt Approved 12/9/16	
DRAWN BY TMS	JOB No. 16-134	DESCRIPTION	
DATE 09-09-16 SHEET No. 1 OF 2 SCALE 1"=40'		PART OF SECTION 35, T3N., R 11E, CITY OF ROCHESTER HILLS	
		SURVEYOR'S SEAL	