

TERMINATION AND RELEASE OF EASEMENT AGREEMENT

The City of Rochester Hills, a Michigan Municipal Corporation whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 (f/k/a Township of Avon) was granted an Easement Agreement for construction and maintenance of a Sanitary Sewer from Michigan Bell Telephone Company, which Easement was recorded on February 27, 1981 at Liber #7964, Page 421, Oakland County Records, (copy attached hereto as Exhibit "A").

Part of Parcel numbers 15-03-451-026 and 15-03-451-031

The City has determined that a Sanitary Sewer is not required to be constructed to service the immediately adjacent parcels. The parcels that this easement is located on and the adjacent parcels have access to a constructed Sanitary Sewer. The City does hereby terminate and release the recorded Easement Agreement included in the attached Exhibit "A".

This instrument is exempt from the Michigan Real Estate Transfer Tax pursuant to the provisions of MCL 207.505(a) and 207.526(a).

IN WITNESS HEREOF, the undersigned has hereunto affixed their signature on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF ROCHESTER HILLS

\_\_\_\_\_  
By: Bryan K. Barnett, Mayor

STATE OF MICHIGAN  
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

By Bryan K. Barnett, Mayor, of the City of Rochester Hills, a Michigan Municipal Corporation, on behalf of the City.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

Oakland County, Michigan.

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

WHEN RECORDED, RETURN TO:

Clerks Department  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

DRAFTED BY:

Adele Swann  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

*John Staran  
Approved 9/25/19*

# EXHIBIT A

BOOK 7984 PAGE 421

EASEMENT AGREEMENT

81 14569

KNOW ALL MEN BY THESE PRESENTS: That Michigan Bell Telephone Company, 1365 Cass Avenue, Detroit, Michigan, hereinafter called the Grantor, for and in consideration of the sum of One Dollar (\$1.00) paid to it by the Township of Avon, a Michigan Municipal Corporation, hereinafter called the Township, whose address is 1407 Pine Street, Rochester, Michigan, does hereby grant to the Township the right to construct, operate, maintain, repair and/or replace a sanitary sewer across and through the following described land situated in the Township of Avon, Oakland County, Michigan to-wit:

Part of the Southeast  $\frac{1}{4}$  of Section 3, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan described as beginning at a point on the South line of said Section, distant South 87 degrees 23 minutes 30 seconds East, 330.00 feet from the South  $\frac{1}{4}$  corner of said Section;

Thence North 2 degrees 34 minutes 30 seconds East, 539.08 feet; Thence South 86 degrees 29 minutes 50 seconds East, 252.88 feet; Thence South 2 degrees 13 minutes 30 seconds West, 535.14 feet to the South line of said Section; Thence North 87 degrees 23 minutes 30 seconds West, 256.14 feet to the point of beginning.

The permanent easement shall consist of the westerly 20.0 feet of the southerly 237.8 feet of the above described parcel and the southerly 60 feet of the said parcel adjacent to and north of the south line of Section 3.

Also a temporary construction easement consisting of a strip of land 20.0 feet wide parallel to and adjoining the easterly edge of the above described permanent easement.

Above described temporary construction easement shall terminate upon the completion date of construction.

Granting of this easement shall not abridge the rights of the Grantor, which are paramount to those of the Township, to construct, operate, maintain, repair and/or replace communication facilities in, on or over the same land.

Township agrees to reimburse the Grantor for any commercial loss, damage to its facilities, repair and replacement costs or other loss arising out of the presence of its facilities in this easement, including, but not limited to loss or damage caused by the agents or employees of the Township in construction, operation, maintenance, repair and/or replacement of the facilities of the Township, without regard to when the facilities of the Grantor were placed.

Township hereby assumes any and all liability by reason of injury or death to any person or persons whomsoever, or damage to the property of any person occurring upon the above described land, which is a result of the occupancy and use of the above described land by the Township, including injury or death to, or damage to the property of the Township, its agents, employees and invitees, and the Township hereby agrees to indemnify and save harmless the Grantor from any and all claims, demands, damages, rights of action or costs or expenses for which the Township has assumed liability.

Township is aware the Grantor intends to continue the use of that portion of land subject to the easement described herein for driveway purposes, and the granting of this easement shall in no way interfere with the future use of this land for driveway purposes.

At all times, Grantor shall have the right to make such use of the above described parcels of land as shall not be inconsistent with the exercise by Township of the rights and privileges granted to it herein.

Township shall properly and completely backfill all trenching and excavating, thoroughly compact backfill and restore ground surface, lawn areas, driveways or other disturbed surfaces to previous condition to satisfaction of Grantor, including restoration of existing ground elevation and slopes for drainage.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Sheet 1 of 2

EXHIBIT A

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Dated: September 11, 1972 Michigan Bell Telephone Company

WITNESSES:

A. Jack Manary  
A. Jack Manary  
Eleanor L. Johnson  
Eleanor L. Johnson

By D. F. Smith  
VICE PRESIDENT OPERATIONS  
D. F. Smith  
By H. C. Zuidema  
ASSISTANT SECRETARY  
H. C. Zuidema

STATE OF MICHIGAN }  
COUNTY OF Wayne }

On this Eleventh day of September, A.D. 1972, before me, a Notary Public in and for said county, personally appeared D. F. Smith and H. C. Zuidema to me personally known, who being by me severally duly sworn, did say that they are respectively the Vice President-Operations and Assistant Secretary of the Michigan Bell Telephone Company, a corporation created and existing under the laws of the State of Michigan, and that the said Easement Grant was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said D. F. Smith and H. C. Zuidema and said Michigan Bell Telephone Company. acknowledged said instrument to be the free act and deed of

This instrument drafted by:  
Lawrence R. Terman  
801 Community National Bank Bldg.  
Pontiac, Michigan 48058

Eleanor L. Johnson  
Notary Public, Wayne County,  
Michigan.  
My commission expires June 29, 1975  
ELEANOR C. JOHNSON

When Recorded Return to:

Avon Township Clerk  
1278 W. Avon Road  
Rochester, MI 48063

MICHIGAN STATE DEPARTMENT OF TREASURY  
RECORDS SECTION  
FEB 27 AM 8 42  
FILED  
L. J. ANDERSON  
CLERK-RECORDS SECTION