

**WATER MAIN EASEMENT**

**KNOW ALL BY THESE PRESENTS:** That the Grantors, **GEORGE A. FETSCO** and **CYNTHIA L. FETSCO**, husband and wife, whose address is 5566 Orchard Ridge Drive, Rochester, Michigan 48306 and owners of the below-described "Parent Parcel", do herein create and grant the following water main easement to Grantee, **CITY OF ROCHESTER HILLS**, a Michigan Municipal Corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309, and its successors and assigns.

**DESCRIPTION OF PARENT PARCEL**

The legal description of the property over which the above referenced Easement is being created and granted (i.e. the "Parent Parcel") is shown on Exhibit A, which is attached hereto and made part hereof by reference, as Parcel A, also described as Tax Identification #70-15-23-151-037.

**EASEMENT DESCRIPTION**

The legal description of the Easement referenced herein is described on Exhibit B, which is attached hereto and made part hereof by reference.

**GRANT OF EASEMENT**

*0.15' d  
1-5' storm  
6-4-10*

In consideration of the receipt of One (\$1.00) Dollar, and the execution of a certain Abandonment of Easement of even date, which Grantors acknowledge as being fully satisfactory for the creation and conveyance of a twenty (20') foot wide water main easement (the "Easement"), Grantors convey same for the benefit of the Grantee, its successors, lessees and/or assigns. However, Grantors expressly reserve to themselves, and their successors and assigns: (a) the right of ingress and egress over, through, and across the Easement, and (b) the right to grant any other non-exclusive Easements, and rights-of-way across, over, under, and through the Easement, with the condition that prior thereto the Grantors shall notify Grantee in writing of such intended usage, which shall be permitted so long as there is no interference with the construction, operation, maintenance, repair, or other utilization of the water main or the Easement herein conveyed.

The grant of this Easement is subject to the following:

1. Grantors authorize and permit the Grantee, its successors and assigns and other lawful agents and contractors, a permanent, but non-exclusive right to use or access the Easement established herein for the purpose of locating, constructing, maintaining and repairing, laying pipelines, monitoring, relocating, widening, or deepening, straightening or improving, cleaning out, enhancing, or otherwise dealing with the water main line and facilities located within said Easement; such rights include, but are not limited

to, the rights of entry upon, passage over, excavation and/or removal of earth and other materials as may be needed for the authorizations noted hereinbefore, and also include installation of access/entry holes, monitoring devises, shut-off valves, and the like. However, all such work shall be expeditiously performed, in good and workmanlike manner, and the surface of the Easement shall be reasonably restored within a reasonable period of time to its same or similar condition.

2. The aforementioned grant and conveyance to Grantee is conditioned upon such utilization to be reasonable, in conformity with all applicable laws and ordinances, and shall be performed without the creation or imposition of liens or other costs and expenses upon the Parent Parcel. Moreover, this grant allows Grantors (and Grantors' assigns) to use said water main line

3. Grantee further agrees that the utilization of its rights hereunder shall be reasonable and shall cause the least possible adverse impact upon the Parent Parcel. Grantee understands and acknowledges that Grantors have the right to and may further develop the Parent Parcel and other adjacent parcels; if Grantor does so, Grantor shall install, at its own cost and expense, all necessary and reasonable rehabilitative measures, such as additional pumps and the like to restore water pressure for Grantor to the level that would exist but for Grantor's development.

4. The Grantee herein, on behalf of itself and successors and assigns, agrees to the limitations set forth herein, and further agrees that should the use of the Easement be discontinued or abandoned, then in that event, this Easement will be terminated and all rights conveyed herein shall automatically revert to the Grantors, or their successors or assigns, as the case may be.

5. Grantors furthermore agree that they will cooperate fully with the execution of any documents or filings which may be necessary to facilitate the creation of or connection to the water main, including but not limited to, approvals by the City of Rochester Hills, County of Oakland, State of Michigan, or any other political subdivision or authority now having an interest in said water main connections or easement, or which may be created at a later date.

6. If Grantee or any of its employees, contractors, agents, assigns or other representatives enters upon any part of the Parent Parcel, such entry is conclusively presumed to be on behalf of Grantee, who shall indemnify all owners of the Parent Parcel from any claims, causes of actions, damages, judgments and/or liabilities, including costs, expenses, and reasonable attorney fees, arising out of or in connection with any negligence or other conduct by such persons, whether in connection with construction, maintenance, and/or repair of Easement matters or not.

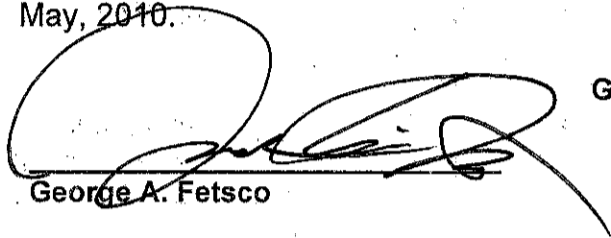
7. This Easement shall be deemed to be appurtenant to and run with the

land for the benefit of the Grantee unless modified in writing by both Grantors (or their successor(s) in interest) and the Grantee until rescinded as hereinbefore provided.

8. This instrument is exempt from revenue stamps and transfer taxes pursuant to MCL 207.505(a) and MCL 207.526 (a), respectively.

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

The undersigned have hereunto affixed their signatures this 25<sup>th</sup> day of May, 2010.

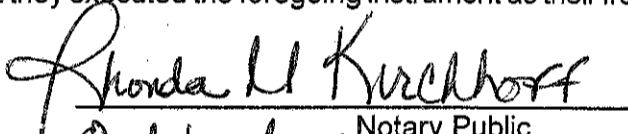
  
George A. Fetsco

GRANTORS

  
Cynthia L. Fetsco

STATE OF MICHIGAN )  
COUNTY OF OAKLAND)

On this 25<sup>th</sup> day of May, 2010, before me a Notary Public acting in Oakland County, Michigan personally appeared **GEORGE A. FETSCO** and **CYNTHIA L. FETSCO**, who, being by me sworn, did say that they executed the foregoing instrument as their free act and deed.

  
Rhonda M. Kirchhoff  
Notary Public  
Oakland County, State of Michigan  
Acting In Oakland County  
My Commission expires:

**RHONDA M. KIRCHHOFF**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Nov 6, 2010  
ACTING IN COUNTY OF

GRANTEE:

**CITY OF ROCHESTER HILLS,  
a Michigan Municipal Corporation**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF MICHIGAN )  
COUNTY OF OAKLAND)

On this \_\_\_\_ day of May, 2010 before me the subscriber, a Notary Public in and for said County, \_\_\_\_\_ personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that they are \_\_\_\_\_, in the City of Rochester Hills, a Michigan Municipal Corporation, and that the seal affixed to said instrument is the corporate seal of the Municipality, and that said instrument was signed and sealed in behalf of the Municipality, by authority of its governing body, and the signer hereto acknowledges said instrument to be the free act and deed of said Municipality.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, State of Michigan  
Acting In \_\_\_\_\_ County,  
My Commission expires: \_\_\_\_\_

This instrument was drafted by:  
ELIZABETH SILVERMAN, Attorney at Law  
30500 Northwestern Hwy., Ste. 535,  
Farmington Hills, Michigan 48334

When recorded return to:  
Rochester Hills Chrysler Jeep  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 48309  
Attn: George A. Fetsco

# EXHIBIT B

## LEGAL DESCRIPTION

A TWENTY (20.00) FOOT WIDE EASEMENT FOR WATER MAIN, BEING PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 3 NORTH , RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, THE CENTERLINE OF WHICH IS DESCRIBED AS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23: THENCE S 02°37'27" 1279.50 FEET ALONG THE WEST LINE OF SAID SECTION 23: THENCE N 86°36'55" E 60.00 FEET TO A POINT ON THE EASTERLY LINE OF ROCHESTER ROAD (WIDTH VARIES): THENCE CONTINUING N 86°36'55" E 71.16 FEET TO THE POINT OF BEGINNING; THENCE S 00°13'22" W 136.62 FEET TO A POINT A; THENCE CONTINUING S 86°08'33" W 13.96 FEET; THENCE S 41°08'51" W 36.77 FEET; THENCE S 03°50'24" E 37.84 FEET TO A POINT B; THENCE S 03°50'24" E 128.78 FEET; THENCE S 48°51'09" E 22.45; THENCE N 86°08'51" E 87.58 FEET; THENCE S 68°04'08" E 40.07 FEET; THENCE S 03°51'09" E 6.43 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF YORKTOWNE DRIVE (WIDTH VARIES); SAID POINT BEING THE POINT OF ENDING; THENCE CONTINUING FROM THE AFOREMENTIONED POINT 'A' N 86°08'33" E 117.63 FEET; THENCE CONTINUING FROM THE AFORESAID POINT 'B' S 87°17'02" W 25.76 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ROCHESTER ROAD. SAID EASEMENT EXTENDS TO AND CEASES AT ALL PROPERTY AND OR RIGHT OF WAY LINES WHICH INTERSECT SAID EASEMENT CENTERLINE.

*o.k.d.  
by  
M. TAVANT 1-19-11*

# EXHIBIT B

