

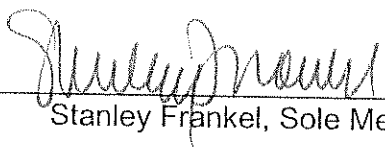
**ASSIGNMENT
OF SANITARY SEWER EASEMENT**

The undersigned, **JENSAM LLC**, a Michigan limited liability company, successor to **JENSAM PROPERTIES**, a Michigan Co-Partnership ("Assignor"), hereby assigns to **THE CITY OF ROCHESTER HILLS**, a Michigan municipal corporation ("Assignee"), all right, title and interest it has as Grantee under a certain **Sanitary Sewer Easement (the "Easement")**, the description of which is attached hereto as Exhibit A, dated March 4, 2002, recorded in Liber 25025, Page 220, Oakland County Records.

From and after the date of this Assignment, Assignee shall assume all obligations for maintenance, repair and replacement of the sanitary sewer, and shall hold Assignor harmless from any and all damages, losses, claims and expenses (including, without limitation, reasonable attorney fees) arising directly or indirectly from Assignee's use of the Easement, or performance of the obligations assumed by Assignee hereunder. Notwithstanding anything herein to the contrary, Assignor hereby reserves the right to enter onto the Easement for purposes of construction of the sanitary sewer, and for all purposes reasonably related to the construction of the sanitary sewer.

JENSAM LLC,
a Michigan limited liability company

By: BUTLER RIDGE LLC, a Michigan
limited liability company, Member

By: 
Stanley Frankel, Sole Member

019 104
J 4-2-02

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 13 day of August 2004, before me personally appeared Stanley Frankel, Sole Member of Butler Ridge LLC, Member of JENSAM LLC, a Michigan limited liability company, to me known to be the person described in and who executed the foregoing document on behalf of the company.

MARJORIE B. SIVAK
Notary Public, Oakland County, MI
My Commission Expires Jul. 24, 2007

Marjorie B Sivak
_____, Notary Public
Oakland County, State of Michigan
Acting in _____ County, Michigan
My Commission Expires: 7/24/07

ACCEPTANCE OF ASSIGNMENT

The undersigned Assignee, **THE CITY OF ROCHESTER HILLS**, a Michigan municipal corporation, hereby accepts the above Assignment and assumes all of the right, title and interest of **JENSAM LLC**, a Michigan limited liability company, as Assignor and Grantee under a certain Sanitary Sewer Easement dated March 4, 2002, recorded in Liber 25025, Page 220, Oakland County Records.

Assignee also hereby assumes all obligations of Assignor for maintenance, repair and replacement of the sanitary sewer and shall hold Assignor harmless from any and all damages, losses, claims and expenses (including, without limitation, reasonable attorney fees) arising directly or indirectly from Assignee's use of the rights, title or interest, or performance of the obligations assumed by Assignee hereunder. Assignee acknowledges and accepts Assignor's reservation of the right to enter onto the Easement for purposes of construction of the sanitary sewer, and for all purposes reasonably related to the construction of the sanitary sewer.

THE CITY OF ROCHESTER HILLS,
a Michigan municipal corporation

By: _____
Pat Somerville, Mayor

By: _____
Beverley Jasinski, City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this _____ day of _____ 2004, before me personally appeared Pat Somerville, Mayor, and Beverley Jasinski, City Clerk of THE CITY OF ROCHESTER HILLS, a Michigan municipal corporation, to me known to be the person described in and who executed the foregoing document on behalf of said corporation.

_____, Notary Public
_____ County, State of Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

*OK for State of Mich
J. J. T. 3-01*

Drafted by and when recorded return to:

JOHN D. GABER, ESQ.

Williams, Williams, Ruby, & Plunkett

380 N. Old Woodward Avenue, Suite 300

Birmingham, Michigan 48009

EXHIBIT A
ASSIGNMENT

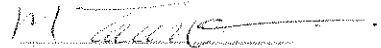
Legal Descriptions of Easement Areas

Offsite Sanitary Sewer Easement
Butler Ridge Subdivision No. 2

CENTERLINE DESCRIPTION OF A 20 FOOT WIDE EASEMENT ACROSS A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 19, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19; THENCE ALONG THE WEST SECTION OF LINE S. 00°28'40" E. 2017.63 FEET AND N. 89°37'02" E. 305.00 FEET ALONG THE SOUTH PROPERTY LINE TO THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING S. 00°28'40" E. 10.00 FEET; THENCE S. 35°21'30" E. 48.82 FEET TO THE POINT OF ENDING.

Parcel Nos. 15-19-300-005
15-19-300-006

APPROVED DESC



ROCHESTER HILLS
ENGINEERING DEPT.

08-31-04

**EXHIBIT A
ASSIGNMENT**

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Butler Ridge Subdivision No. 2**

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15-19-300-006

APPROVED *DESC*

M. [Signature]

ROCHESTER HILLS
ENGINEERING DEPT.

08-31-04