

GRANT OF EASEMENT  
STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY

For consideration less than \$100.00 and in consideration of the Department of Environmental Quality's performance of response activity and no other consideration, the GRANTOR,

City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 48309

does hereby grant, convey, and release to the GRANTEE,

State of Michigan  
Department of Environmental Quality  
P.O. Box 30426  
Lansing, Michigan 48909

an EASEMENT IN GROSS, the purpose being for the performance of necessary response activities at the Stan's Trucking Landfill Facility (Facility), for the property identified in Attachment A. All or portions of the Facility, including the property subject to this Grant of Easement (Easement) and identified in Attachment A, is a site of environmental contamination (a "facility" as defined by Part 201, Environmental Remediation (Part 201), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101, *et seq.*).

As used herein, the term "Grantor" means at any given time during the existence of this Easement the then current title holder of all or any portion of the property identified in Attachment A. The term "Grantee," as used herein, means the Department of Environmental Quality (DEQ), its successors and assigns. The term "Grantee Parties," as used herein, means the Grantee and its agents, and employees.

This Easement provides for access to the property and for the implementation of response activities at the property by the Grantee Parties acting under authority set forth in Sections 20117 and 20118 of the NREPA. The anticipated response activities include, but are not limited to, remedial investigation; installation, operation, inspection, maintenance, repair, and replacement of methane monitoring and abatement systems, free product recovery systems, and groundwater treatment facilities; the evaluation and potential removal, treatment or exposure control related to abandoned hazardous substances, or to vapor, soil, surface water, or sediments contaminated by hazardous substances; and the placement of land-use restrictions necessary to protect the public health, safety, and welfare, and the environment. The response activities will include the construction and use of an environmental monitoring system, construction and use of a building to house controls for the system, and use of electrical and telephone utilities.

Pursuant to this Easement, full right and authority is provided to the Grantee Parties to enter at all times upon said premises for the purpose of performing response activities, subject to the following regulations and conditions:

- (1) Grantee accepts this Easement subject to all prior valid and recorded easements, permits, licenses, leases, and other rights existing or pending at the time of the issuance of this Easement, which may have been granted on said land.
- (2) Grantee Parties, to the fullest extent practicable, shall limit intrusive activities on said land to those areas of contamination subject to response activities pursuant to state law.
- (3) In granting this Easement, Grantor does not assume or accept any liability for the actions or omissions of the Grantee Parties and Grantor does not assume or accept any liability for injury or mishap sustained or caused by the Grantee Parties unless attributable to Grantor's actions, negligence or violation of the law. Grantor and Grantee acknowledge and agree they shall each remain responsible and liable as provided by law for their own acts and omissions.
- (4) In granting this Easement, Grantor agrees not to interfere with, interrupt, change, or otherwise disturb any systems, equipment, or signs installed or utilized by Grantee Parties. Grantor also agrees not to use said land in a manner that increases the cost of response activities, or otherwise exacerbates the existing contamination located on the property. The term exacerbation as used in this Easement has the meaning as contained in Section 20101(1)(n) of the NREPA. The Grantor and any future owners subject to this Easement shall consult with the Grantee prior to performing any construction activities on the property, to ensure that this Easement and its purpose of supporting the effective implementation of the response activities by the Grantee Parties is not violated.
- (5) This Easement and the rights and obligations herein shall continue in full force and effect until such time as the response activities deemed necessary at the Facility by the Grantee have been completed. The Grantee, for itself, its successors and assigns, agrees to release and quit claim all rights secured under this Easement to the then owner upon completion of Grantee's response activities and upon request of the owner of said land showing a prima facie title to same. At any time after the execution of this Easement, the owner may request that some of the land subject to the Easement be released. The Grantee may grant such request to the extent it would not impede or impair the performance of response activities. Such determination to release this Easement or any portion of this Easement is in the sole discretion of the Grantee. Should the owner of all or a portion of the property covered by this Easement request a partial release and the Grantee agrees to such request, the owner shall prepare a Partial Release of Easement document for the signature and approval of the Grantee. The Partial Release of Easement shall be prepared for signature by the Chief of the DEQ Remediation and Redevelopment Division, the Grantee's representative, in a manner acceptable to the Grantee and to the Oakland County Register of Deeds, and submitted to the attention of Project Manager, Stan's Trucking Landfill Facility, at the address below with a request that the Grantee execute the document. Upon receipt of a signed Partial Release of Easement from the Grantee, the owner shall record the Partial Release of Easement with the Oakland County Register of Deeds and provide the Grantee with a certified copy of the document as recorded.
- (6) Pursuant to this Easement, Grantor agrees that in any lease entered into by the Grantor, concerning all or any portion of the property subject to this Easement, the Grantor will provide notice of this Easement to the lessee and shall assure that the lessee is bound to comply with this Easement by including its terms in the lease agreement.
- (7) The Grantor reserves for the Grantee Parties use of any existing utilities for use in conducting response activities at the Facility. Such reservation shall continue until the response activities have been concluded, unless released sooner by the Grantee. All utilities for use by the Grantee Parties shall be paid for by the Grantee.

Unless otherwise stated herein, all terms used in this document, which are defined in Part 3 of the NREPA, MCL 324.301; Part 201 of the NREPA, MCL 324.201; or the Part 201 Administrative Rules (Part 201 Rules),

1990 AACS R 299.5101, *et seq.*, as amended by changes at 2002 Michigan Register 24 that became effective on December 21, 2002, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules.

Correspondence related to this Easement shall be made to the Grantee, Attention: Project Manager, Stan's Trucking Landfill Facility, Southeast Michigan District Office, DEQ Remediation and Redevelopment Division, 38980 West Seven Mile Road, Livonia, Michigan 48152. Please reference the City of Rochester Hills property adjacent to the Stan's Trucking Landfill Facility, Oakland County in any correspondence concerning this property.

In Witness Whereof Pat Somerville, Mayor, City of Rochester Hills has caused these presents to be signed in her name for the City of Rochester Hills.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Signed by: \_\_\_\_\_  
Pat Somerville, Mayor  
City of Rochester Hills

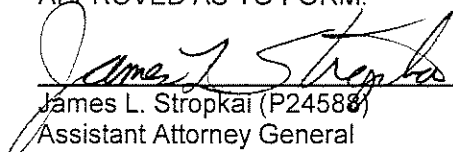
STATE OF MICHIGAN )  
 )ss  
COUNTY OF \_\_\_\_\_)

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 2005 by Pat Somerville, Mayor, City of Rochester Hills, Michigan.

\_\_\_\_\_  
, Notary Public  
State of Michigan, County of \_\_\_\_\_  
Acting in the County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Prepared by: Joseph Cobe  
Compliance and Enforcement Section  
Remediation and Redevelopment Division  
Department of Environmental Quality  
P.O. Box 30426  
Lansing, Michigan 48909-7926

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James L. Stropkai (P24588)  
Assistant Attorney General  
Environment, Natural Resources and Agriculture Division  
Department of Attorney General

2/14/05  
Date

## ATTACHMENT A

### Property Description:

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

T3N, R11E, SEC 24 PART OF W 1/2 OF SE 1/4 BEG AT PT ON E & W 1/4 LINE DIST WLY 2171.9 FT FROM E 1/4 COR, TH WLY 474.54 FT ALG SD LI, TH S 01-00-00 W 1386 FT ALG N & S 1/4 LINE, TH N 89-00-00 E 474.54 FT, TH N 01-00-00 E 1410.9 FT TO BEG EXC E 210 FT OF N 1275 FT THEREOF 8.89 A.

THIS PAGE IS NOT PART OF EXECUTED EASEMENT – DO NOT COMPLETE OR RECORD

EXAMPLE PAGE – USE ONLY AS GUIDANCE WHEN EXECUTING (SIGNING) EASEMENT WITH NOTARY  
PUBLIC

In Witness Whereof, **[insert name of Grantor’s agent or the name of the Grantor, if Grantor is signing personally]**, **[insert title – for agent, insert agent’s title in his/her capacity as the Grantor’s representative; for Grantor signing personally, title would be “Owner”]**, has caused these presents to be signed in **[his/her]** name for **[insert name of Grantor/Owner]**.

Dated this \_\_\_\_\_, **[Year]**.

Signed in the presence of:

**[GRANTOR SIGNS BELOW OR GRANTOR’S AGENT, AS APPROPRIATE]**

Signed by: \_\_\_\_\_  
**[PRINT NAME OF GRANTOR IF SIGNING PERSONALLY, OR NAME OF AGENT IF AGENT IS SIGNING FOR GRANTOR]**

\_\_\_\_\_  
**[INSERT TITLE – FOR AGENT, INSERT AGENT’S TITLE IN HIS/HER CAPACITY AS THE GRANTOR’S REPRESENTATIVE; FOR GRANTOR SIGNING PERSONALLY, TITLE WOULD BE “Owner”]**

STATE OF \_\_\_\_\_ )  
  )ss  
COUNTY OF \_\_\_\_\_ )

**Venue – Notary Public fills in the state and county names of the venue (place) where this document is notarized.**

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, \_\_\_\_\_ **[Year]** by ***[name of authorized representative of state or the local unit of government, as appropriate, and title of his/her position].***

\_\_\_\_\_  
**[Notary Signs on Line Above & Prints Name Here]** \_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
Acting in the County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_