

**AGREEMENT TO VACATE, DISCONTINUE, ABOLISH AND ABANDON  
NON-EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, OPERATION,  
MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF A WATERMAIN**

**Recitals**

WHEREAS, Angelo Iafrate Company, a Michigan corporation (“Iafrate”), did on the 29<sup>th</sup> of October, 1980, grant and convey to the Charter Township of Avon, a Michigan municipal corporation, now the City of Rochester Hills, a non-exclusive easement for the construction, operation, maintenance, repair and/or replacement of a watermain pursuant to easement and conveyance recorded in Liber 10400, Page 315, Oakland County Records, a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, Rochester Hills Corporate Center, LLC, a Michigan limited liability company (“Corporate Center”), whose address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, has succeeded to all right, title and interest of such Grantor in and to any rights in such easement conveyance agreement and in and to the lands and premises formerly owned by Iafrate through which such easement runs; and

WHEREAS, no watermain has ever been constructed within the easement area by the former Charter Township of Avon and now known as the City of Rochester Hills; and

WHEREAS, there is no need for such watermain easement in, over or across the property described to serve the City of Rochester Hills, formerly known as the Charter Township of Avon; and

WHEREAS, Rochester Hills Corporation Center, LLC and the City of Rochester Hills desire that such easement be abandoned, vacated and discontinued for all times and purposes;

NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars and other valuable consideration, the receipt and adequacy of which are hereby acknowledged respectively by all parties having any interest in and to such easement or in the lands or premises served by such easement.

IT IS HEREBY AGREED AS FOLLOWS:

1. By execution of this Agreement, the parties consent and agree that the easement set forth in Liber 10400, Page 315, Oakland County Records, shall be abolished, abandoned, discontinued and vacated.

2. The undersigned consent and agree that the City of Rochester Hills shall, by appropriate resolution, vacate, discontinue and abolish such easement for all times and purposes.

3. The parties consent and agree that the abandonment, vacation, discontinuance and abolishment of such watermain easement shall be effective upon that date that the City of Rochester Hills City Clerk's Office certifies the City Council Resolution authorizing such action.

4. This Agreement to Abandon, Vacate, Discontinue and Abolish Watermain Easement shall be binding upon the parties hereto, their successors, assigns and legal representatives, upon certification of the City Resolution as provided in Paragraph 3, and may be relied upon by any party receiving notice of this instrument which shall be recorded against the legal description of the property described in Exhibit "B" attached with the City of Rochester Hills City Council Resolution approving such abandonment.

5. Corporate Center, the fee title owner of the property described within the easement and within Exhibit "B", has executed this instrument to acknowledge its approval of such action for all times and purposes.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year set forth in this Agreement.

**WITNESSES:**

**ROCHESTER HILLS CORPORATE CENTER, LLC, a Michigan limited liability company**

Successor of ANGELO IAFRATE, INC.

Joyce L. Pikulas  
Karen Tabin

By: Gary Sakwa  
Its: Authorized Representative

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

On this 13<sup>th</sup> day of September 2005, before me personally appeared Gary Sakwa, personally known to me to be the person who executed the foregoing Agreement, as Auth. Rep. of Rochester Hills Corporate Center, LLC, a Michigan limited liability company, on behalf of such company.

JOYCE L. PIKULAS  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Feb 11, 2007

Joyce L. Pikulas  
Joyce L. Pikulas Notary  
Oakland County, MI  
My Commission Expires: 2-11-2007  
acting in the County of Oakland

Public

WITNESSES:

CITY OF ROCHESTER HILLS

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN )  
                                      ) ss  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me personally appeared \_\_\_\_\_, personally known to me to be the person who executed the foregoing Agreement, as \_\_\_\_\_ of the City of Rochester Hills a Michigan municipality, on behalf of such municipality.

Public

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Notary  
County, MI  
My Commission Expires: \_\_\_\_\_

10400 315  
10400-315

WATERMAIN  
EASEMENT AND CONVEYANCE

EXHIBIT "A"  
88 53651

1 OF 2

Angelo Infrate Co., a Michigan corporation,  
11460 Shoemaker, Detroit, Michigan 48213

hereby grants to the CHARTER TOWNSHIP OF AVON, a Michigan municipal corporation, of 1276 West Avon Road, Rochester, Michigan, a non-exclusive easement for the construction, operation, maintenance, repair and/or replacement of a water main, more particularly described as:

See Exhibit A attached hereto.

REC-REEDS PAID  
8882 10/15/88 02:21 PM  
8882 REC 7.00

In connection with the grant of the within easement, Grantor does hereby grant and convey to the CHARTER TOWNSHIP OF AVON all of its right, title and interest in the water main, and the facilities incidental thereto, which may be located in the easement(s) described hereto.

All property disturbed or altered, now or in the future, by reason of the construction, operation, maintenance, repair and/or replacement of the water main shall be restored to its immediately prior condition.

The grant of easement hereunder is non-exclusive, and Grantor, and its successors in interest, shall use and enjoy the easement granted hereunder in common with the Grantee named herein, its successors and assigns.

Grantor herein expressly reserves to itself, its grantees and assigns, so long as there is no interference with the construction, operation, maintenance, repair and/or replacement of the water main described herein: (a) the right to ingress and egress over, under, and across the property described herein subject to easement; and (b) the right to grant other non-exclusive easements and rights-of-way, across, over, under, and through the easement parcel described herein.

Exempt from Transfer Tax under M.S.A. 7.456 (5A).

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IN WITNESS WHEREOF, the Grantor named above has, in accordance with its respective interests, executed this Easement and Conveyance Agreement on this 29th day of October, 1988.

Witnesses:

Ronald Hurley  
RONALD HURLEY  
Henry Zepista  
HENRY ZEPISTA

Angelo Infrate Co.  
Angelo Infrate  
Angelo Infrate  
Its President

STATE OF MICHIGAN  
COUNTY OF OAKLAND-SS

On this 29th day of October, 1988, before me appeared

Angelo Infrate to me personally known, who, being by me duly sworn, did say that he is the President of Angelo Infrate Co.

and said Angelo Infrate acknowledged said instrument to be the free act and deed of Angelo Infrate Co.

Prepared by: Angelo Infrate Co. PH  
When recorded return to: City of Rochester Hills  
1000 Rochester Hills  
Rochester Hills, MI  
KE 3-25-88-42309  
Notary Public, Oakland County, Michigan  
My Commission Expires:

ROCHESTER HILLS  
ENGINEERING DEPT. APPROVED AS TO FORM

FERDINAND CORTE  
Notary Public, Macomb County, Mich.  
My Commission Expires June 1, 1991  
Acting L. Oakland County

105 4/1/88 -1-  
ROCHESTER HILLS COUNCIL

EL

10400 316

EXHIBIT A 20FZ

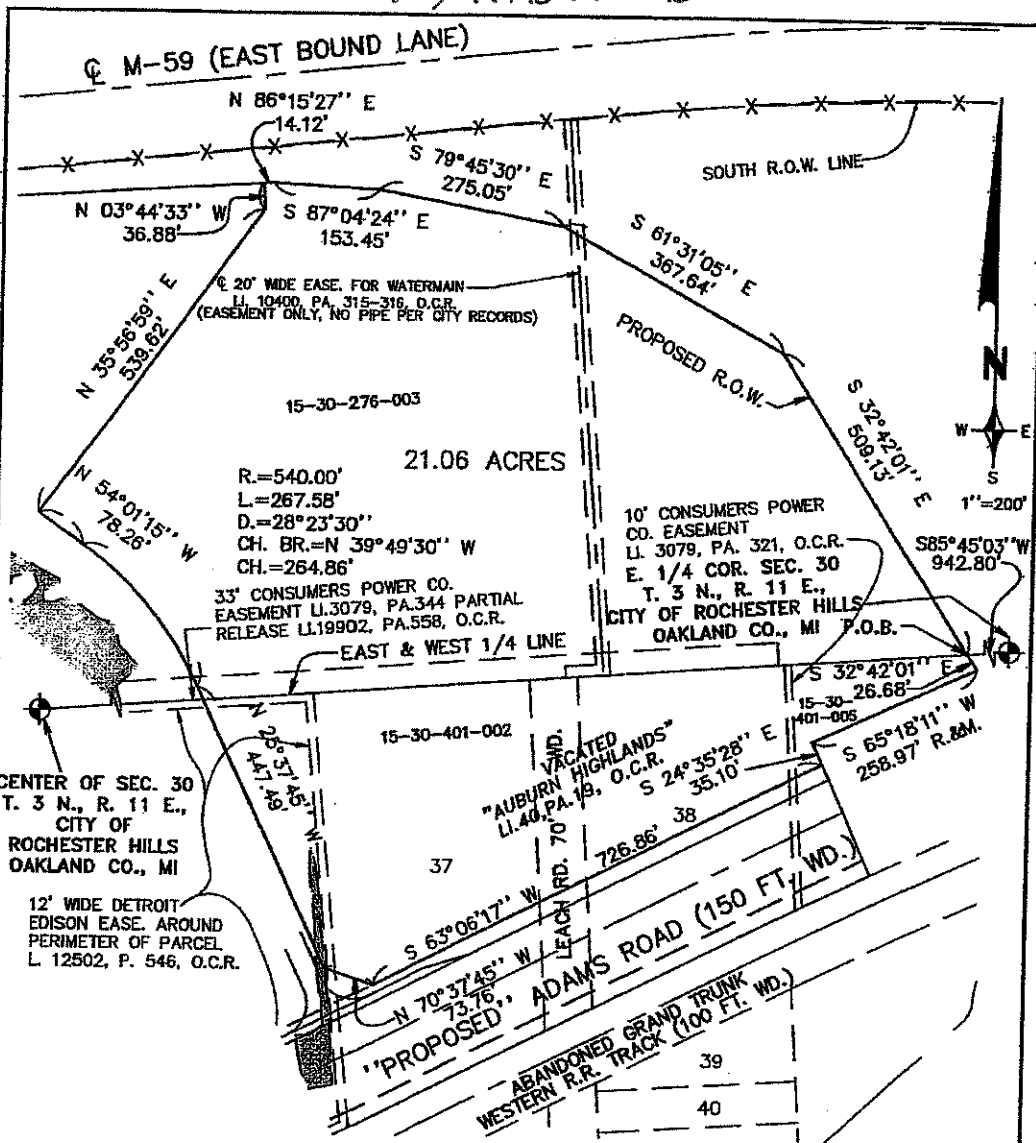
A 20-foot wide permanent easement for a water main over part of the North 1/2 of Section 30, T-3-N., R-11-E., Avon Township, Oakland County, Michigan, the center line of which is described as follows:

Commencing at the West 1/4 corner of said Section 30; thence N. 85°53'12"E., 53.18 feet; thence N. 06°10'26" E., 51.53 feet; thence N. 54°49'34" E., 172.38 feet; thence S. 83°49'34" E., 181.55 feet; thence N. 66°56'26" E., 174.53 feet; thence N. 37°42'26" E., 469.09 feet; thence E. 48°27'26" E., 260.94 feet; thence N. 69°57'26" E., 260.94 feet; thence N. 82°42'35" E., 972.62 feet; thence N. 84°10'26" E., 1037.44 feet to the point of beginning; thence the following courses along the center line of said easement: S. 04°39'13" E., 789.36 feet; thence S. 25°35'53" W., 44.00 feet; thence S. 04°24'01" E., 10.00 feet more or less to the point of ending, said point being on the East-West 1/4 line of said Section and S. 85°35'59" W., 1516.23 feet from the East 1/4 corner of Section 30; together with a temporary easement 15 feet each side of said permanent easement. Also known as parcel 15-30-276-002 on the City of Rochester Hill Tax Map.

Grantor hereby reserves the right to relocate the permanent water easement a distance of 200 feet east or west of the present location at its sole discretion and expense by recording an amendment to this easement.

OK'd per Highman

# EXHIBIT B



**LEGAL DESCRIPTION  
WAL-MART PARCEL**

A PARCEL OF LAND LOCATED IN PART OF THE EAST 1/2 OF SECTION 30 T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 30 AND PROCEEDING S. 85°45'03" W. 942.80 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 30 TO THE POINT OF BEGINNING; THENCE S. 32°42'01" E. 28.88 FEET ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY; THENCE S. 65°18'11" W. 258.97 FEET; THENCE S. 24°35'28" E. 35.10 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED ADAMS ROAD (150 FEET WIDE); THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PROPOSED ADAMS ROAD S. 83°06'17" W. 726.86 FEET; THENCE N. 70°37'45" W. 73.76 FEET; THENCE N. 25°37'45" W. 447.49 FEET; THENCE 267.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 540.00 FEET, CENTRAL ANGLE 28°23'30", AND A CHORD THAT BEARS N. 39°49'30" W. 264.86 FEET; THENCE N. 54°01'15" W. 78.26 FEET; THENCE N. 35°56'59" E. 539.62 FEET; THENCE N. 03°44'33" W. 36.88 FEET TO A POINT ALONG THE SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF M-59 HIGHWAY; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID PROPOSED RIGHT-OF-WAY LINE OF M-59 HIGHWAY N. 86°15'27" E. 14.12 FEET; S. 87°04'24" E. 153.45 FEET; S. 79°45'30" E. 275.05 FEET; S. 61°31'05" E. 367.64 FEET AND S. 32°42'01" E. 509.13 FEET TO THE POINT OF BEGINNING, CONTAINING 21.23 ACRES OF LAND, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

*OK'D  
per  
John Storn*

REVISIONS			WAL-MART STORES, INC.					
ITEM	DATE	BY	ROCHESTER HILLS	MICHIGAN				
UPDATE BDY	8-13-04	AJ	<b>BOUNDRY SKETCH</b>  					
UPDATE BDY	8-13-05	TK						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">SCALE HORIZ. 1" = 80' VERT. 1" = 40'</td> </tr> <tr> <td style="font-size: small;">FIELD BOOK NO.</td> </tr> <tr> <td style="font-size: small;">JOB NO. <b>97144</b></td> </tr> <tr> <td style="font-size: small;">SHEET NO. <b>1</b></td> </tr> </table>		SCALE HORIZ. 1" = 80' VERT. 1" = 40'	FIELD BOOK NO.	JOB NO. <b>97144</b>	SHEET NO. <b>1</b>
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DRAWN BY AJ	DESIGNED BY	DATE 09/25/03	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: x-small;">SCALE HORIZ. 1" = 80' VERT. 1" = 40'</td> </tr> <tr> <td style="font-size: x-small;">FIELD BOOK NO.</td> </tr> <tr> <td style="font-size: x-small;">JOB NO. <b>97144</b></td> </tr> <tr> <td style="font-size: x-small;">SHEET NO. <b>1</b></td> </tr> </table>		SCALE HORIZ. 1" = 80' VERT. 1" = 40'	FIELD BOOK NO.	JOB NO. <b>97144</b>	SHEET NO. <b>1</b>
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