

## WATER MAIN EASEMENT AGREEMENT

THIS WATER MAIN EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 11th day of October, 2005 between CURTIS PROPERTIES GROUP, L.L.C., a Michigan limited liability company, whose address is 34244 Woodward, Birmingham, Michigan 48009 ("Grantor"), and the CITY OF ROCHESTER HILLS, a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 ("Grantee"), based upon the following:

A. Grantor is the owner of that certain real property located in the City of Rochester Hills, County of Oakland, State of Michigan that is more particularly described on Exhibit A attached to and made a part of this Agreement (the "Grantor's Property").

B. Grantee desires to construct, operate, inspect, maintain, repair, replace, remove, substitute and alter a water main and any improvements directly related thereto (the "Water Main") located in, under, across and through a twenty foot (20') wide area of the Grantor's Property, as more particularly described and depicted on Exhibit B attached to and made a part of this Agreement (the "Easement Area").

C. Grantee desires that Grantor grant, and Grantor is willing to grant, to Grantee a non-exclusive perpetual easement in, under, across and through the Easement Area for the operation and maintenance of the Water Main upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor grants to Grantee a non-exclusive perpetual easement (the "Easement") in, under, across and through the Easement Area for the purposes of constructing, inspecting, operating, maintaining, repairing, replacing, removing, substituting and altering the Water Main (the "Work"), together with the right of access in, under, across and through the Grantor's Property to the extent reasonably necessary to perform the Work.

2. The rights granted to Grantee pursuant to the Agreement shall at all times be exercised by Grantee in such a manner so as not to otherwise unreasonably interfere with, obstruct, impede, or delay the conduct and operations of Grantor or any lessee(s), tenant(s), or occupant(s) of Grantor and their respective employees, agents, contractors, customers, invitees, licensees and concessionaires in, on or about the Grantor's Property. All systems, structures, conduits, lines and/or other public utilities installed in connection with the Work shall be so installed and maintained below the ground level or surface of the Grantor's Property (except for such parts thereof that cannot and are not intended to be placed below the surface which shall be placed in such location as approved by Grantor).

3. Grantee will exercise reasonable care to avoid damage to the Easement Area or any other portion of the Grantor's Property. Grantee will be responsible for the supervision of all Work performed by Grantee or its agents, employees, contractors or subcontractors in connection with use of the Easement Area and will take all precautions for the protection of all persons and of real and personal property situated adjacent to, abutting or in the vicinity of the Easement Area while Grantee or its agents, employees, contractors or

OK'd per  
J. S. [unclear]  
10-11-05

subcontractors are performing the Work or otherwise on the Grantor's Property. As soon as reasonably practicable after the completion of any Work (and each portion of such Work) on the Water Main and/or the Easement Area, all portions of the Grantor's Property which have been disturbed or damaged during the course of such Work, if any, will be restored by Grantee to its immediately prior condition as existed prior to the performance of such Work, except with respect to any permanent improvements or alterations which were made and are necessary to the use and exercise of the Easement.

4. This Agreement will be subject to any easements or restrictions of record or those matters that a personal inspection or an accurate survey of the Grantor's Property would reveal. The Easement, covenants, conditions, and promises set forth in this Agreement shall be covenants running with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns. In the event of a breach by Grantee of any of the terms, covenants, restrictions or conditions hereof, Grantor may pursue any and all rights and remedies which Grantor may have at law or in equity. As used herein, the term "Grantor" shall mean the fee owner(s) of the Grantor's Property, from time to time.

5. Grantor will have the right, from time to time, to relocate, at Grantor's sole cost and expense, the Easement Area (or any portion(s) thereof) and the Water Main, provided, that Grantor obtains the prior written consent of Grantee to any such relocation. In the event of any such relocation of the Easement Area and the Water Main, Grantor will, simultaneously with the relocation of the Easement Area and the Water Main, grant or cause to be granted to Grantee a new easement covering the area to which all or a portion of the Easement Area is relocated, and Grantee will release the Easement granted under this Agreement with respect to the portion of the Easement Area which is relocated.

6. Nothing contained in this Agreement shall be construed as restricting or prohibiting Grantor or its successors or assigns from (i) granting any additional rights, privileges or easements over the Grantor's Property or the Easement Area to any other person or entity, or (ii) using or allowing the use of the ground above or below and/or the air space above the Easement Area for any purpose, provided, that the construction, operation, maintenance, repair and/or replacement of the Water Main will not be interfered with and Grantor obtains the prior written consent of Grantee to any such grant or use.

7. All construction, operations, inspections, repairs, and maintenance conducted by Grantee on the Easement Area shall be performed in conformity with safe practices and shall at all times be in compliance with all local, state and federal laws, statutes, rules, and regulations pertaining thereto.

8. Grantee will self-insure all liability and damage that may be caused to the Grantor's Property in connection with or as a result of the Work performed by Grantee or any of its agents, employees and contractors on the Grantor's Property or from any acts or omissions by Grantee or any of its agents, employees and contractors while on the Grantor's Property.

9. Grantee represents and warrants to Grantor that neither Grantee nor any of its agents, employees, contractors, subcontractors, licensees or invitees shall at any time store, handle, use, package, generate, place, treat, dispose, or allow to remain on the Easement Area or the Grantor's Property any hazardous substances, hazardous wastes, or toxic substances as those terms are defined and regulated under CERCLA, 42 U.S.C. 9601 et seq., RCRA, 42 U.S.C. 6901 et seq., or TSCA, 15 U.S.C. 2601 et seq. (hereinafter collectively referred to as "Hazardous Substances"). Grantee covenants to comply with all environmental laws and regulations and to take such other actions as may be required to protect against environmental liabilities. The terms and provisions of this paragraph will survive the termination of the Easement.

10. Grantee will not commit or suffer to be committed any waste or nuisance upon the Easement Area. Grantee will take such action as may be reasonably necessary to prevent or terminate any such nuisance or waste arising out of Grantee's use of the Easement Area, including, without limitation, any nuisance created by employees, agents, contractors, subcontractors, licensees or invitees of Grantee.

11. Grantee will keep the Easement Area and the Grantor's Property and every part thereof free and clear of any and all liens and encumbrances for work performed by Grantee, or on Grantee's behalf, on the Easement Area.

12. If Grantee abandons the Easement or any other right, privilege and easement granted under this Agreement, it will promptly notify Grantor of such abandonment and execute and deliver to Grantor a recordable release of easement. Upon the abandonment and release of such Easement, all rights granted pursuant to this Agreement relative to such affected portion of the Easement, the Easement Area and/or Water Main shall cease and revert to Grantor and its respective successors and assigns.

13. Any notice, request, consent or certificate required or permitted to be delivered under this Agreement shall be given in writing and sent by (i) personal delivery, (ii) by United States certified mail, return receipt requested, postage prepaid, and properly addressed, or (iii) a reputable overnight delivery service (e.g., Federal Express), with delivery charges prepaid and properly addressed. For the purposes hereof, the addresses of the parties, until further notice, shall be as follows:

If to Grantor: Curtis Properties Group, L.L.C.  
34244 Woodward  
Birmingham, Michigan 48009  
Attention: Anthony Curtis, Sr.

If to Grantee: City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 48309  
Attention: City Engineer

Notices shall be effective upon delivery or refusal of the addressee to accept delivery. Either party may designate another address for notice by notice given from time to time in accordance with this Paragraph 13.

14. The parties to this Agreement agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of Grantor, or its respective successors or assigns, and Grantee, or its respective successors or assigns, which consent shall not be unreasonably withheld, delayed or conditioned, evidenced by a document that has been fully executed and acknowledged by Grantor and Grantee and recorded in the official records of the Oakland County, Michigan Register of Deeds.

15. Invalidation of any of the provisions contained in this Agreement will in no way affect any of the other provisions of this Agreement and the remainder of this Agreement will remain in effect.

16. This Agreement (including all exhibits attached to this Agreement) represents the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior or contemporaneous agreements or understandings with respect to the subject matter of this Agreement are merged in this Agreement.

17. No easements other than the Easement shall be implied by this Agreement, and nothing contained herein shall be construed or deemed as creating any rights in, to or for the general public, or as being a gift or dedicating to the general public any portion of the Grantor's Property. Without limiting the foregoing, no right of way for pedestrian or vehicular traffic, roadway or walkway is granted under this Agreement, except as is necessary for Grantee to access the Easement Area pursuant to Paragraph 1 of this Agreement, nor are any easements for parking, signage, drainage or utilities, except for the Easement, granted or implied under this Agreement. Grantor shall have the right to temporarily close off or barricade or allow such closing-off or barricading of the Easement Area as is reasonably necessary to avoid any such gift or dedication to the public.

18. This Agreement shall be interpreted under and governed by the laws of the State of Michigan.

19. Nothing contained in this Agreement nor any acts of the parties performed pursuant to this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association among the parties to this Agreement.

20. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

Grantor and Grantee have executed this Water Main Easement Agreement as of the date first above written.

**CURTIS PROPERTIES GROUP, L.L.C.,**  
a Michigan limited liability company

By: *Jeffrey Curtis*

Its: MANAGER

"Grantor"

**CITY OF ROCHESTER HILLS,**  
a Michigan municipal corporation

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

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

"Grantee"

**ACKNOWLEDGMENT**

STATE OF MICHIGAN )  
 )  
COUNTY OF OKLAWAHOMA )§  
 )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2005, by JEFFREY CURTIS, the MANAGER of Curtis Properties Group, L.L.C., a Michigan limited liability company, on behalf of such company.

**STELLA D. BESSON**  
Notary Public, Oklahoma County, MI  
My Commission Expires Oct. 18, 2008

*Stella D Besson*  
Notary Public, OKLAHOMA County,  
My commission expires: 10/18/2008

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )§  
 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Rochester Hills, a Michigan municipal corporation, on behalf of such municipal corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County,  
My commission expires:

National City Bank of the Midwest, the mortgagee of the Grantor's Parcel, hereby joins in this Agreement to evidence its consent to and approval of this Agreement and to subordinate its mortgage interest now existing or hereafter obtained, including, but not limited to, that certain Construction Mortgage which was dated September 13, 2005 and recorded on October 12, 2005 in Liber 36442, Page 701-711, Oakland County Records, and that certain Second Mortgage which was dated September 13, 2005 and recorded in Liber 36442, Page 717-727, Oakland County Records, in the Grantor's Parcel, to the terms of this Agreement.

NATIONAL CITY BANK OF THE MIDWEST,  
a national banking association

By: Stanley P. Szasna  
Stanley P. Szasna

Its: Vice President

**ACKNOWLEDGMENT**

STATE OF MICHIGAN )  
 )§  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 13TH day of OCTOBER, 2005, by Stanley P. Szasna, the Vice President of National City Bank of the Midwest, a national banking association, on behalf of such national banking association.

Colleen C. Johnson  
Notary Public, OAKLAND County,  
My commission expires: 7-14-2011

Drafted by :  
David J. Jacob, Esq.  
Honigman Miller Schwartz and Cohn LLP  
38500 Woodward, Suite 100  
Bloomfield Hills, MI 48304-5048

**COLLEEN C. JOHNSON**  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jul. 14, 2011  
Acting in the County of OAKLAND

When Recorded Return to:  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE GRANTOR'S PROPERTY**

PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3,  
THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 3, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 146.57 FEET;  
THENCE, LEAVING SAID EAST LINE, NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 109.48 FEET TO THE POINT OF BEGINNING;  
THENCE, CONTINUING NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 7.98 FEET TO A POINT ON THE WEST LINE OF ROCHESTER ROAD (120 FOOT RIGHT OF WAY);  
THENCE, ALONG THE SAID WEST LINE, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 276.50 FEET;  
THENCE, LEAVING SAID WEST LINE, NORTH 82 DEGREES 33 MINUTES 47 SECONDS WEST, A DISTANCE OF 74.69 FEET;  
THENCE, NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 590.71 FEET;  
THENCE, SOUTH 76 DEGREES 14 MINUTES 30 SECONDS WEST, A DISTANCE OF 406.29 FEET;  
THENCE, SOUTH 10 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 588.78 FEET;  
THENCE, SOUTH 10 DEGREES 42 MINUTES 30 SECONDS EAST, A DISTANCE OF 95.65 FEET;  
THENCE, SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 231.79 FEET;  
THENCE, SOUTH 34 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 28.10 FEET;  
THENCE, SOUTH 00 DEGREES 08 MINUTES 43 SECONDS EAST, A DISTANCE OF 30.71 FEET;  
THENCE, NORTH 86 DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 60.08 FEET;  
THENCE, NORTH 00 DEGREES 08 MINUTES 43 SECONDS WEST, A DISTANCE OF 59.60 FEET;  
THENCE, NORTH 89 DEGREES 46 MINUTES 52 SECONDS EAST, A DISTANCE OF 129.59 FEET;  
THENCE, SOUTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.60 FEET;  
THENCE, SOUTH 89 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 39.05 FEET;  
THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 12.05 FEET;  
THENCE, SOUTH 89 DEGREES 45 MINUTES 22 SECONDS EAST, A DISTANCE OF 167.68 FEET TO THE WEST LINE OF ROCHESTER ROAD (120 FOOT RIGHT OF WAY);  
THENCE, NORTH 86 DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 4.08 FEET TO THE POINT OF BEGINNING.

CONTAINING ±424,789 SQUARE FEET OR ±9.752 ACRES. SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

Tax Parcel No: 15-03-477-035

APPROVED *[Signature]*  
*[Signature]*  
ROCHESTER HILLS  
ENGINEERING DEPT.  
09-10-2006

**EXHIBIT B**

**LEGAL DESCRIPTION AND DEPICTION OF THE EASEMENT AREA**

**20 FOOT WIDE WATER MAIN EASEMENT**

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3,  
THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 177.15 FEET;  
THENCE, LEAVING SAID EAST LINE, NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 75.00 FEET TO A POINT ON THE PROPOSED WEST LINE OF ROCHESTER ROAD (135' RIGHT OF WAY) SAME BEING THE POINT OF BEGINNING;  
THENCE, NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 78.17 FEET;  
THENCE, NORTH 00 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 1.53 FEET TO A POINT "A";  
THENCE, CONTINUING NORTH 00 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 185.10 FEET;  
THENCE, NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 27.19 FEET TO A POINT "B";  
THENCE, CONTINUING NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 293.38 FEET TO A POINT "C";  
THENCE, CONTINUING NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 94.46 FEET TO A POINT "D";  
THENCE, CONTINUING NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 165.26 FEET;  
THENCE, NORTH 75 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 86.51 FEET;  
THENCE, SOUTH 45 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 79.20 FEET TO A POINT "E";  
THENCE, CONTINUING SOUTH 45 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 251.01 FEET;  
THENCE, CONTINUING SOUTH 45 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 79.04 FEET TO A POINT "F";  
THENCE, CONTINUING SOUTH 05 DEGREES 22 MINUTES 57 SECONDS EAST, A DISTANCE OF 100.11 FEET;  
THENCE, CONTINUING SOUTH 05 DEGREES 22 MINUTES 57 SECONDS EAST, A DISTANCE OF 269.04 FEET TO A POINT "G";  
THENCE, SOUTH 08 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 190.60 FEET;  
THENCE, CONTINUING SOUTH 08 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 7.26 FEET TO THE PROPOSED NORTH LINE OF TIENKEN ROAD (135' RIGHT OF WAY) SAME BEING THE POINT OF ENDING, SAID POINT OF ENDING BEING LOCATED NORTH 83 DEGREES 10 MINUTES 19 SECONDS WEST, A DISTANCE OF 650.38 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3.

THE SIDELINES TO BE LENGTHENED AND SHORTENED SO AS TO TERMINATE AT SAID PROPOSED WEST LINE OF ROCHESTER ROAD AND SAID PROPOSED NORTH LINE OF TIENKEN ROAD.

AND

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "C";  
THENCE, SOUTH 59 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 68.86 FEET;  
THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 131.21 FEET;  
THENCE, SOUTH 45 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 16.97 FEET;  
THENCE, SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 26.63 FEET TO A POINT "H";  
THENCE, CONTINUING SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 304.52 FEET;  
THENCE, SOUTH 23 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 18.34 FEET TO A POINT "I";  
THENCE, CONTINUING SOUTH 23 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 151.92 FEET;  
THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 87.11 FEET TO A POINT "J";  
THENCE, CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.58 FEET TO THE PROPOSED NORTH LINE OF SAID TIENKEN ROAD SAME BEING THE POINT OF ENDING, SAID POINT OF ENDING BEING LOCATED NORTH 79 DEGREES 30 MINUTES 33 SECONDS WEST, A DISTANCE OF 420.07 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3;

THE SIDELINES TO BE LENGTHENED AND SHORTENED SO AS TO TERMINATE AT SAID PROPOSED NORTH LINE OF TIENKEN ROAD.

AND

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "A";  
THENCE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.57 FEET TO THE POINT OF ENDING;

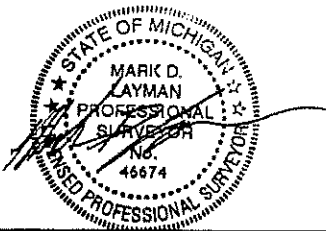
THE SIDELINES TO BE LENGTHENED SO AS TO EXTEND TEN FEET (10') FROM THE POINT OF ENDING.


AND

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "B";  
THENCE, SOUTH 59 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 6.04 FEET;  
THENCE, NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, A DISTANCE OF 59.21 FEET;  
THENCE, NORTH 44 DEGREES 58 MINUTES 35 SECONDS WEST, A DISTANCE OF 16.97 FEET;  
THENCE, NORTH 00 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 11.12 FEET TO THE POINT OF ENDING;

F:\mymis\05-0803\05-0803-EASEMENT\_WATERMAIN\_PARCELS.AWG 3/10/2005 10:57:21 AM MARCHER



 <b>KEM-TEC &amp; ASSOCIATES</b> 22556 GRATIOT AVE. EASTPONTE, MI 48021 (586)772-2222 • FAX (586)772-4048	
CERTIFIED TO: CURTIS PROPERTIES GROUP, L.L.C.	
FIELD SURVEY:	DATE: APRIL 22, 2005
DRAWN BY: NM	SHEET: 2 OF 5
SCALE:	JOB NO. 05-08932

APPROVED DESIGN  
*M. Layman*  
ROCHESTER HILLS  
ENGINEERING DEPT.  
04-10-2005

# EXHIBIT

THE SIDELINES TO BE LENGTHENED SO AS TO EXTEND TEN FEET (10') FROM THE POINT OF ENDING.

AND

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "D";  
THENCE, SOUTH 59 DEGREES 17 MINUTES 28 SECONDS WEST, A DISTANCE OF 21.44 FEET TO THE POINT OF ENDING;

THE SIDELINES TO BE LENGTHENED SO AS TO EXTEND TEN FEET (10') FROM THE POINT OF ENDING.

AND

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "E";  
THENCE, NORTH 44 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 31.99 FEET TO THE POINT OF ENDING;

THE SIDELINES TO BE LENGTHENED SO AS TO EXTEND TEN FEET (10') FROM THE POINT OF ENDING.

AND

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "F";  
THENCE, SOUTH 84 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 32.35 FEET TO THE POINT OF ENDING;

THE SIDELINES TO BE LENGTHENED SO AS TO EXTEND TEN FEET (10') FROM THE POINT OF ENDING.

AND

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "G";  
THENCE, NORTH 81 DEGREES 36 MINUTES 28 SECONDS EAST, A DISTANCE OF 21.52 FEET TO THE POINT OF ENDING;

THE SIDELINES TO BE LENGTHENED SO AS TO EXTEND TEN FEET (10') FROM THE POINT OF ENDING.

AND

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "H";  
THENCE, SOUTH 89 DEGREES 59 MINUTES 29 SECONDS EAST, A DISTANCE OF 11.86 FEET TO THE POINT OF ENDING;

THE SIDELINES TO BE LENGTHENED SO AS TO EXTEND TEN FEET (10') FROM THE POINT OF ENDING.

AND

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "I";  
THENCE, NORTH 66 DEGREES 29 MINUTES 01 SECONDS EAST, A DISTANCE OF 19.19 FEET TO THE POINT OF ENDING;

THE SIDELINES TO BE LENGTHENED SO AS TO EXTEND TEN FEET (10') FROM THE POINT OF ENDING.


AND

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "J";  
THENCE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.91 FEET TO THE POINT OF ENDING;

THE SIDELINES TO BE LENGTHENED SO AS TO EXTEND TEN FEET (10') FROM THE POINT OF ENDING.



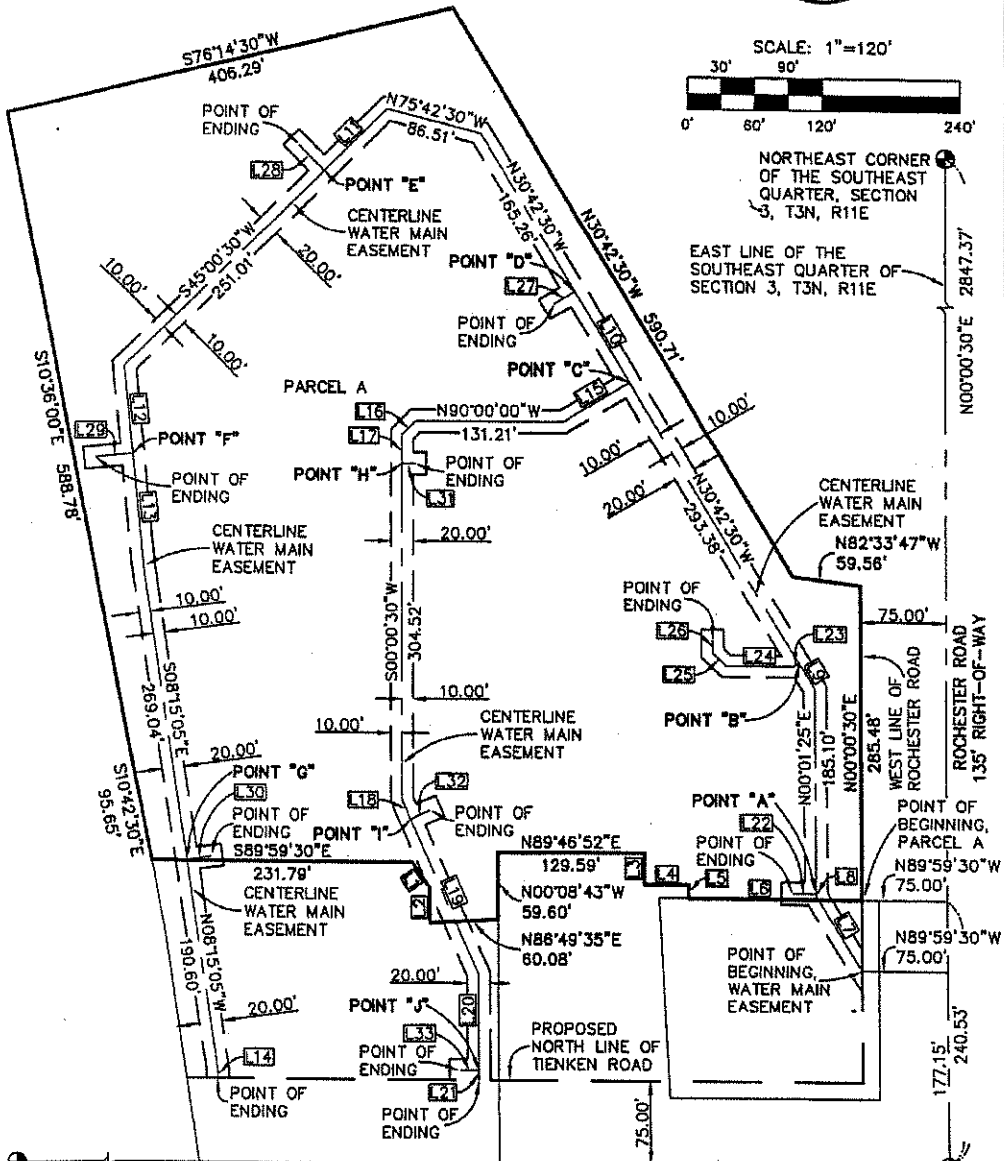
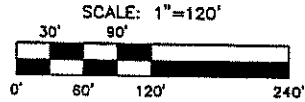
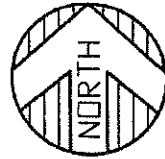
 <b>KEM-TEC &amp; ASSOCIATES</b> 22556 GRATIOT AVE. EASTPONTE, MI 48021 (586)772-2222 * FAX (586)772-4048	
CERTIFIED TO: CURTIS PROPERTIES GROUP, L.L.C.	
FIELD SURVEY:	DATE: APRIL 22, 2005
DRAWN BY: NM	SHEET: 3 OF 5
SCALE:	JOB NO. 05-08932

K:\michigan\05-08932\05-08932.dwg WATERMAN, PARCELA.dwg 5/20/05 10:41:11 AM MACQUEE

APPROVED *[Signature]*  
ROBERT HILLS  
ENGINEER  
04-10-2006



# EXHIBIT




SOUTHWEST CORNER OF THE SOUTHEAST QUARTER, SECTION 3, T3N, R11E

SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 3, T3N, R11E

TIENKEN ROAD 135' RIGHT-OF-WAY

SOUTHEAST CORNER, SECTION 3, T3N, R11E  
POINT OF COMMENCEMENT, PARCEL A, PARCEL B, PARCEL C AND WATER MAIN EASEMENT


*2002-01-10*  
 ENGINEERING DEPT.  
 ROCHESTER  
*[Signature]*  
 APPROVED  
 DESC


 <b>KEM-TEC &amp; ASSOCIATES</b> 22558 GRATIOT AVE. EASTPOINTE, MI 48021 (586)772-2222 * FAX (586)772-4048	
CERTIFIED TO: CURTIS PROPERTIES GROUP, L.L.C.	
FIELD SURVEY:	DATE: APRIL 22, 2005
DRAWN BY: NM	SHEET: 4 OF 5
SCALE: 1" = 120'	JOB NO. 05-08932

K:\survey\05-08932\05-08932.dwg

# EXHIBIT

LINE TABLE		
LINE NUMBER	BEARING	DISTANCE
L1	S34°59'30"E	28.10'
L2	S00°08'43"E	30.71'
L3	S00°08'00"E	28.60'
L4	S89°52'03"E	39.05'
L5	S00°00'00"E	12.05'
L6	N89°45'22"W	152.66'
L7	N30°42'30"W	78.17'
L8	N00°01'25"E	1.53'
L9	N30°42'30"W	27.19'
L10	N30°42'30"W	94.46'
L11	S45°00'30"W	79.20'
L12	S05°22'57"E	79.04'
L13	S05°22'57"E	100.11'
L14	S00°12'23"W	7.26'
L15	S59°17'30"W	68.86'
L16	S45°00'15"W	16.97'
L17	S00°00'30"W	26.63'
L18	S23°30'59"E	18.34'
L19	S23°30'59"E	151.92'
L20	S00°00'00"E	87.11'
L21	S00°00'00"E	8.56'
L22	S90°00'00"W	20.57'
L23	S59°17'30"W	6.04'
L24	N89°58'35"W	59.21'
L25	N44°58'35"W	16.97'
L26	N00°01'25"E	11.12'
L27	S59°17'28"W	21.44'
L28	N44°59'30"W	31.99'
L29	S84°37'04"W	32.35'
L30	N81°36'28"E	21.52'
L31	S89°59'29"E	11.86'
L32	N66°29'01"E	19.19'
L33	S90°00'00"W	15.91'

APPROVED *DESE*  
  
 ROCHESTER HILLS  
 ENGINEERING DEPT.  
 04-10-2006

	<b>KEM-TEC &amp; ASSOCIATES</b> 22556 GRATOT AVE. EASTPOINTE, MI 48021 (586)772-2222 * FAX (586)772-4048
CERTIFIED TO: CURTIS PROPERTIES GROUP, L.L.C.	
FIELD SURVEY:	DATE: APRIL 22, 2005
DRAWN BY: NM	SHEET: 5 OF 5
SCALE:	JOB NO. 05-08932