

## WATERMAIN EASEMENT

**THE MARKETPLACE OF ROCHESTER HILLS PARCEL G LLC**, a Michigan limited liability company, having offices at 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, grants to the **CITY OF ROCHESTER HILLS**, a Michigan municipal corporation, of 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, an easement for the construction, operation, maintenance, repair and/or replacement of a watermain on, under through and across land more particularly described as:

**SEE ATTACHED EXHIBIT "A"**  
**Part of Sidwell # 15-30-302-031**

In connection with the grant of easement, Grantor waives and relinquishes any right, title or interest in the watermain, or the facilities incidental thereto, which may be located in the easement.

All property disturbed or altered, now or in the future, by reason of the construction, operation, maintenance, repair and/or replacement of the watermain shall be restored by the City to its immediately prior condition, except to the extent permanent improvements or alterations necessary to the use and exercise of easement rights granted hereunder are made.

The easement shall be irrevocable and non-exclusive, and Grantor and Grantor's affiliates, land grantees and lessees, and their respective successors and assigns may use and enjoy the easement area in common with the City.

Grantor expressly reserves to Grantor and Grantor's affiliates, land grantees and lessees, and their successors and assigns, for the benefit of their respective parcels (whether or not contiguous with the parcel(s) that is/are the subject to the easement granted herein), so long as there is no material interference with the construction, operation, maintenance, repair, and/or replacement of the watermain: (a) the right of ingress and egress over, through and across the easement, and (b) the right to grant other non-exclusive easements and rights-of-way across, over, under and through the easement parcel, with the condition that prior to such a grant written consent shall be obtained from the City, which consent shall not be unreasonably withheld or delayed.

Exempt from Transfer Tax under MCLA 207.526(a)

IN WITNESS HEREOF, the undersigned have hereunto affixed their signatures on this 3<sup>rd</sup> day of December, 2007.

GRANTOR:

THE MARKET PLACE OF ROCHESTER HILLS PARCEL G LLC, a Michigan limited liability company



Signature

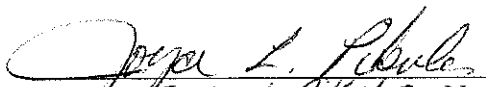
Gary Sakwa  
Print Name

Authorized Representative  
Title

STATE OF MICHIGAN  
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2007, by Gary Sakwa, the Authorized Representative of The Marketplace of Rochester Hills Parcel G LLC, a Michigan limited liability company, on behalf of the company.

JOYCE L. PIGULAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Feb 11, 2014  
ACTING IN COUNTY OF Oakland

  
\_\_\_\_\_  
Joyce L. Pigulas, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: 2-11-2014

GRANTEE:

CITY OF ROCHESTER HILLS,  
a municipal corporation

Signature

Print Name

Title

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_

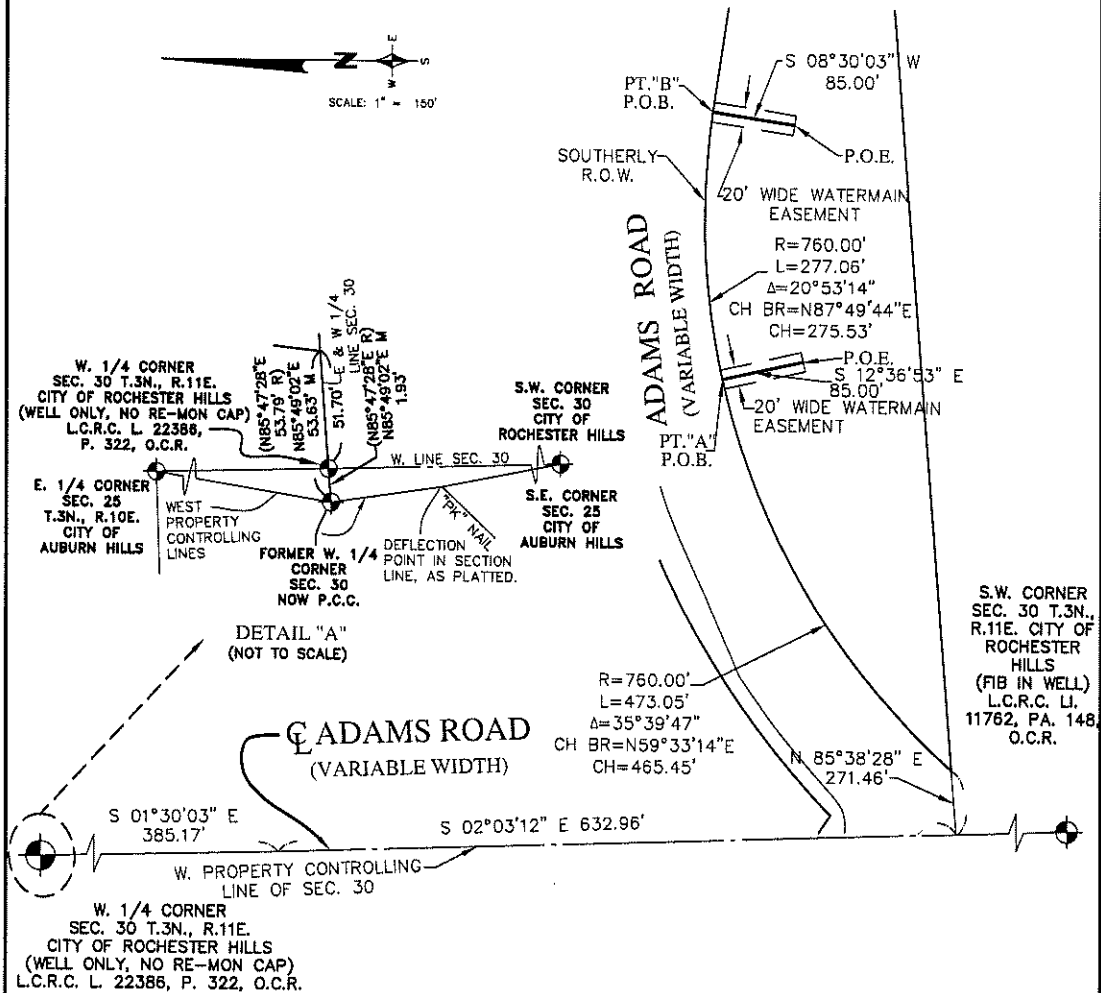
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Rochester Hills, a municipal corporation, on behalf of the corporation.

\_\_\_\_\_, Notary Public  
County, Michigan  
County, Michigan  
Acting in  
My Commission Expires:

**DESCRIPTION:**

A 20-FOOT WIDE WATERMAIN EASEMENT LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS REMONUMENTED); THENCE S. 85°49'02" W. 1.93 FEET ALONG THE WESTERLY EXTENSION OF THE EAST AND WEST 1/4 LINE OF SECTION 30 TO A PROPERTY CONTROLLING CORNER (FORMERLY DESCRIBED AS THE WEST 1/4 CORNER OF SECTION 30); THENCE PROCEEDING ALONG THE WEST PROPERTY CONTROLLING LINE OF SAID SECTION 30 (AS MONUMENTED) FORMERLY DESCRIBED AS THE WEST LINE OF SAID SECTION 30, ALSO BEING THE CENTERLINE OF ADAMS ROAD (VARIABLE WIDTH) THE FOLLOWING TWO (2) COURSES: 1) S. 01°30'03" E. 385.17 FEET AND 2) S. 02°03'12" E. 632.96 FEET; THENCE N. 85°38'28" E. 271.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF ADAMS ROAD (VARIABLE WIDTH); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 473.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 760.00 FEET, CENTRAL ANGLE 35°39'47", AND A CHORD THAT BEARS N. 59°33'14" E. 465.45 FEET TO A POINT 'A', ALSO BEING THE POINT OF BEGINNING OF THE CENTERLINE FOR A 20-FOOT WIDE WATERMAIN EASEMENT; THENCE FROM SAID POINT 'A' ALONG SAID EASEMENT CENTERLINE S. 12°36'53" E. 85.00 FEET TO A POINT OF ENDING; THENCE FROM SAID POINT 'A', CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY 277.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 760.00 FEET, CENTRAL ANGLE 20°53'14", AND A CHORD THAT BEARS N. 87°49'44" E. 275.53 FEET TO A POINT 'B' ALSO BEING THE POINT OF BEGINNING OF THE CENTERLINE FOR A 20-FOOT WIDE WATERMAIN EASEMENT; THENCE ALONG SAID EASEMENT CENTERLINE S. 08°30'03" W. 85.00 FEET TO A POINT OF ENDING.



REVISIONS		
ITEM	DATE	BY
REV. PER FIRE DEPT.	12/20/07	JMB

**WATERMAIN EASEMENT  
ADAMS MARKETPLACE  
ROCHESTER HILLS, MICHIGAN**

**ZEIMET WOZNIAK & ASSOCIATES**  
Civil Engineers & Land Surveyors  
40024 GRAND RIVER AVE, SUITE 100  
NOVI, MICHIGAN 48375  
P: (248) 442-1101 F: (248) 442-1241 www.zeimotwozniak.com

DATE	SCALE
11/8/07	HOR: 1" = 150'
DESIGNED BY	FIELD BOOK NO.
SRB	
DRAWN BY	JOB NO.
BMG	97144
	SHEET NO.
	1

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