

WATERMAIN EASEMENT

GOOD WILL CO., INC., a Michigan corporation, of 2929 Walker Avenue, NW, Grand Rapids, Michigan 49544, Attention: Real Estate Department ("Grantor"), grants to the **CITY OF ROCHESTER HILLS**, a Michigan municipal corporation, of 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 ("Grantee"), 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

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 successors and assigns may use and enjoy the easement area in common with the City.

Grantor expressly reserves to Grantor and Grantor's successors and assigns, so long as there is no 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.

SEE ADDENDUM TO WATERMAIN EASEMENT ATTACHED AS **EXHIBIT B** FOR ADDITIONAL TERMS.

This easement is exempt from real estate transfer taxes pursuant to MCLA §207.505(a) and §207.526(a), being a transfer where the value of the consideration is less than \$100, MSA 7.456 (5A).

IN WITNESS HEREOF, the undersigned have hereunto affixed their signatures on this 11th day of May, 2009.

GOOD WILL CO., INC.

By: [Signature]
Michael L. Kinstle
Its: Vice President-Real Estate

STATE OF MICHIGAN
COUNTY OF KENT

Legal LVF
[Signature]

The foregoing instrument was acknowledged before me this 11th day of May, 2009, by Michael L. Kinstle, who is the Vice President-Real Estate of Good will Co., Inc., a Michigan corporation, on behalf of the corporation.

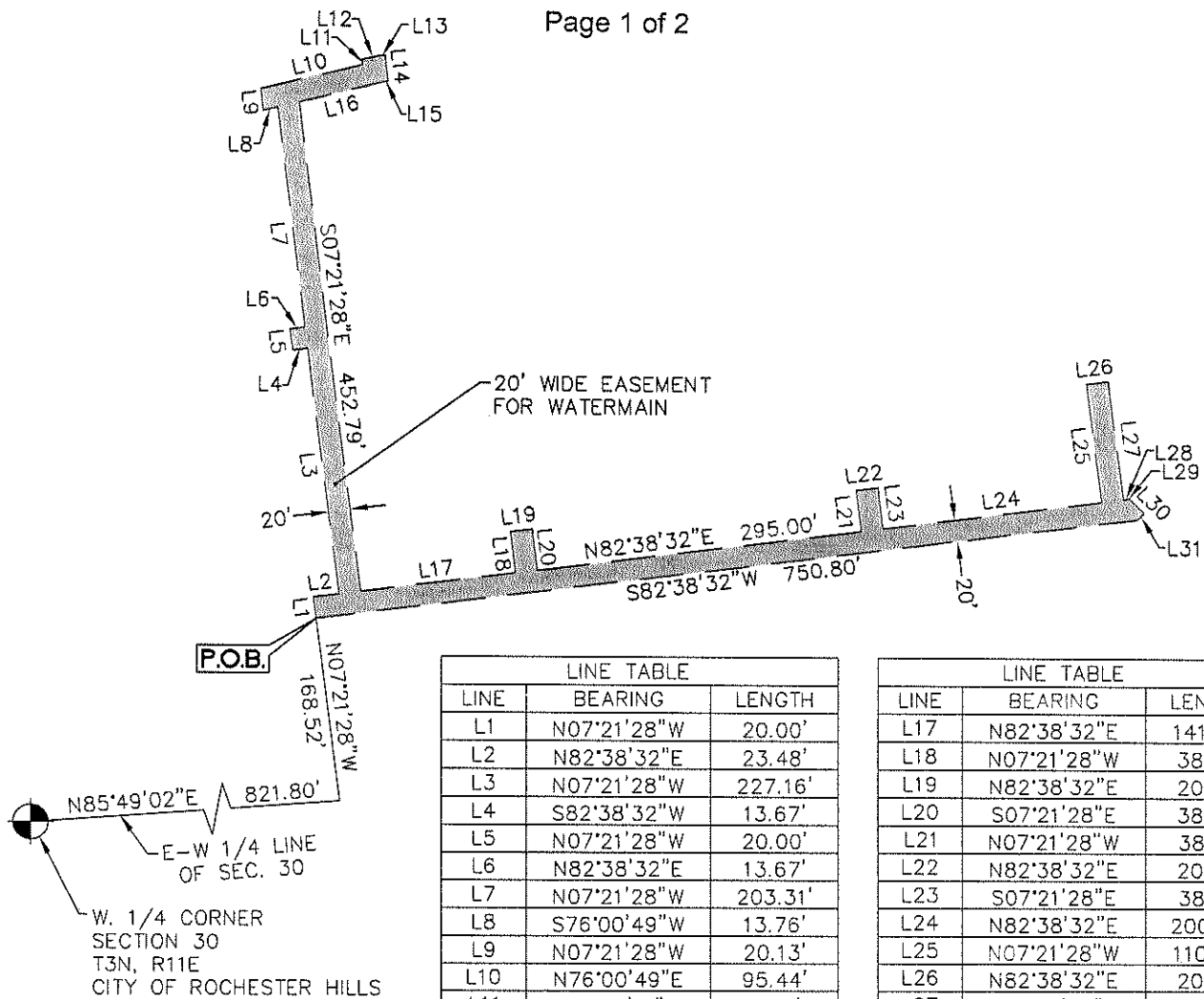
Drafted by:

[Signature]
Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 2-17-11
Acting in the County of Kent

When recorded, return to:
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

LaRAE B. STEIGENGA
Notary Public, Ottawa Co., MI
Acting in Kent Co., MI
My Commission Expires Feb. 17, 2011

EXHIBIT "A"



P.O.B.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°21'28"W	20.00'
L2	N82°38'32"E	23.48'
L3	N07°21'28"W	227.16'
L4	S82°38'32"W	13.67'
L5	N07°21'28"W	20.00'
L6	N82°38'32"E	13.67'
L7	N07°21'28"W	203.31'
L8	S76°00'49"W	13.76'
L9	N07°21'28"W	20.13'
L10	N76°00'49"E	95.44'
L11	N13°59'11"W	5.00'
L12	N76°00'49"E	15.87'
L13	N82°38'32"E	5.87'
L14	S07°21'28"E	25.00'
L15	S82°38'32"W	4.42'
L16	S76°00'49"W	78.29'

LINE TABLE		
LINE	BEARING	LENGTH
L17	N82°38'32"E	141.52'
L18	N07°21'28"W	38.52'
L19	N82°38'32"E	20.00'
L20	S07°21'28"E	38.52'
L21	N07°21'28"W	38.51'
L22	N82°38'32"E	20.00'
L23	S07°21'28"E	38.51'
L24	N82°38'32"E	200.37'
L25	N07°21'28"W	110.99'
L26	N82°38'32"E	20.00'
L27	S07°21'28"E	110.99'
L28	N82°38'32"E	3.77'
L29	N53°04'56"E	1.47'
L30	S45°14'29"E	20.00'
L31	S47°02'56"W	8.49'

LEGEND



SECTION CORNER

P.O.B. PLACE OF BEGINNING

DESCRIPTION OF A 20' WIDE EASEMENT FOR WATERMAIN:

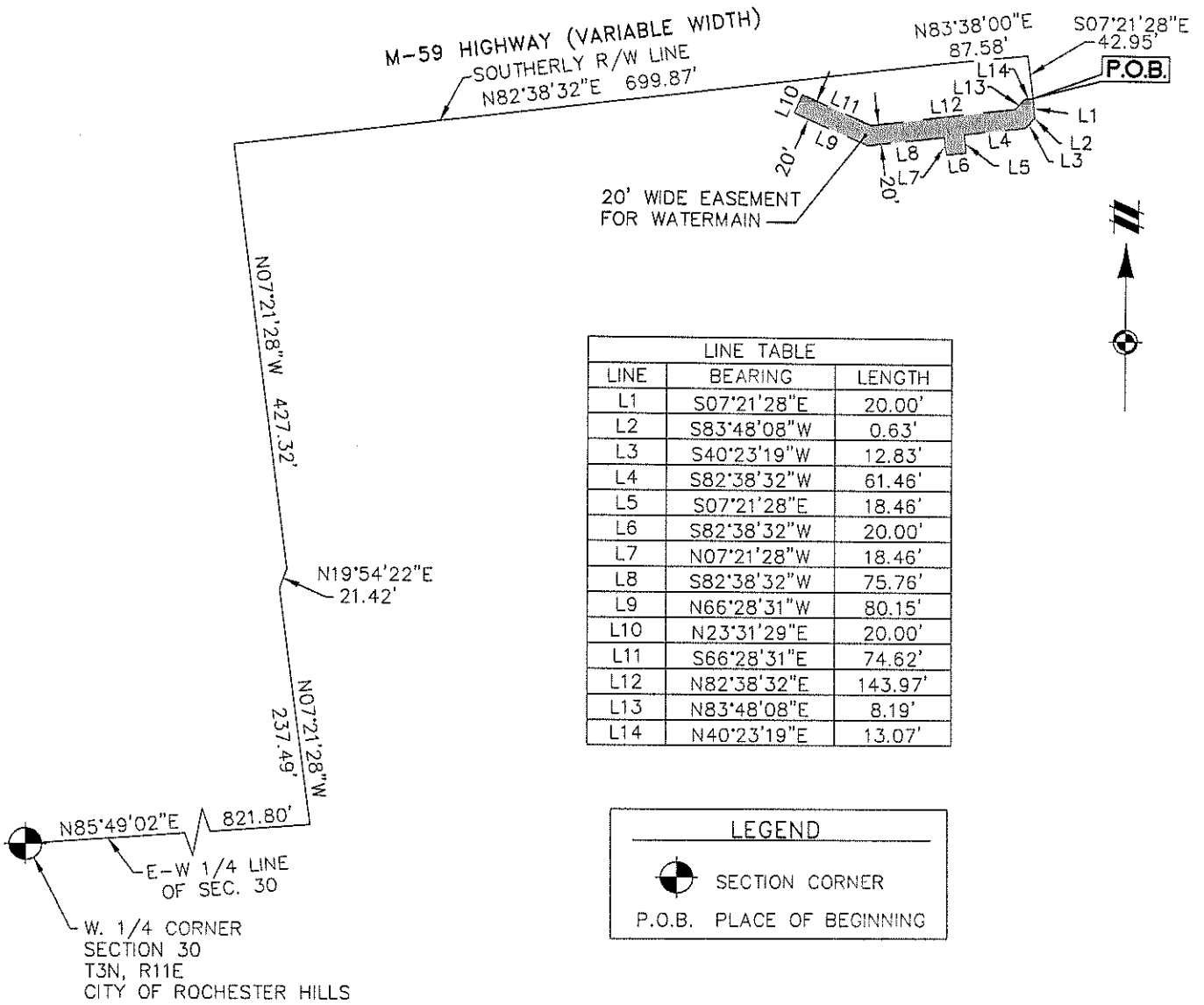
Commencing at the West 1/4 corner (as remonumented) of Section 30, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, said West 1/4 corner being N85°49'02"E 1.93 feet along the westerly extension of the East-West 1/4 line of said Section 30 from a property controlling corner as recorded in Land Corner Recordation Certificate in Liber 12273, Page 478, Oakland County Records (formerly described as the West 1/4 corner of said Section 30); thence N85°49'02"E 821.80 feet along the East-West 1/4 line of said Section 30; thence N07°21'28"W 168.52 feet for a PLACE OF BEGINNING; thence continuing N07°21'28"W 20.00 feet; thence N82°38'32"E 23.48 feet; thence N07°21'28"W 227.16 feet; thence S82°38'32"W 13.67 feet; thence N07°21'28"W 20.00 feet; thence N82°38'32"E 13.67 feet; thence N07°21'28"W 203.31 feet; thence S76°00'49"W 13.76 feet; thence N07°21'28"W 20.13 feet; thence N76°00'49"E 95.44 feet; thence N13°59'11"W 5.00 feet; thence N76°00'49"E 15.87 feet; thence N82°38'32"E 5.87 feet; thence S07°21'28"E 25.00 feet; thence S82°38'32"W 4.42 feet; thence S76°00'49"W 78.29 feet; thence S07°21'28"E 452.79 feet; thence N82°38'32"E 141.52 feet; thence N07°21'28"W 38.52 feet; thence N82°38'32"E 20.00 feet; thence S07°21'28"E 38.52 feet; thence N82°38'32"E 295.00 feet; thence N07°21'28"W 38.51 feet; thence N82°38'32"E 20.00 feet; thence S07°21'28"E 38.51 feet; thence N82°38'32"E 200.37 feet; thence N07°21'28"W 110.99 feet; thence N82°38'32"E 20.00 feet; thence S07°21'28"E 110.99 feet; thence N82°38'32"E 3.77 feet; thence N53°04'56"E 1.47 feet; thence S45°14'29"E 20.00 feet; thence S47°02'56"W 8.49 feet; thence S82°38'32"W 750.80 feet to the Place of Beginning, being a part of the Northwest 1/4 of said Section 30.

CLIENT MEIJER EXHIBIT "A" SKETCH AND DESCRIPTION OF A 20' WIDE EASEMENT FOR WATERMAIN SECTION 30 TOWN 3 NORTH, RANGE 11 EAST CITY OF ROCHESTER HILLS OAKLAND COUNTY	JOB: 08003564	CAD 08003564EA-01
	DR. BAL	CH. JCC
	BOOK	PG.
	SHEET 1 OF 1	DATE: 4/1/09
	FILE CODE: EA-0-01	
ATWELL-HICKS www.atwell-hicks.com 866 850 4200		
SCALE: 1 INCH = 160 FEET	ARIZONA ARKANSAS FLORIDA ILLINOIS MICHIGAN OHIO PENNSYLVANIA TENNESSEE Engineering Surveying Planning Environmental Ecological Water Resources	

REV. 4/23/09 LEGAL

EXHIBIT "A"

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DESCRIPTION OF A 20' WIDE EASEMENT FOR WATERMAIN:

Commencing at the West 1/4 corner (as remonumented) of Section 30, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, said West 1/4 corner being N85°49'02"E 1.93 feet along the westerly extension of the East-West 1/4 line of said Section 30 from a property controlling corner as recorded in Land Corner Recordation Certificate in Liber 12273, Page 478, Oakland County Records (formerly described as the West 1/4 corner of said Section 30); thence N85°49'02"E 821.80 feet along the East-West 1/4 line of said Section 30; thence N07°21'28"W 237.49 feet; thence N19°54'22"E 21.42 feet; thence N07°21'28"W 427.32 feet; thence N82°38'32"E 699.87 feet along the Southerly right-of-way line of M-59 Highway (variable width); thence continuing along the Southerly right-of-way line of said M-59 Highway N83°38'00"E 87.58 feet; thence S07°21'28"E 42.95 for a PLACE OF BEGINNING; thence continuing S07°21'28"E 20.00 feet; thence S83°48'08"W 0.63 feet; thence S40°23'19"W 12.83 feet; thence S82°38'32"W 61.46 feet; thence S07°21'28"E 18.46 feet; thence S82°38'32"W 20.00 feet; thence N07°21'28"W 18.46 feet; thence S82°38'32"W 75.76 feet; thence N66°28'31"W 80.15 feet; thence N23°31'29"E 20.00 feet; thence S66°28'31"W 74.62 feet thence N82°38'32"E 143.97 feet; thence N83°48'08"E 8.19 feet; thence N40°23'19"E 13.07 feet to the Place of Beginning, being a part of the Northwest 1/4 of said Section 30.

CLIENT	MEIJER	
EXHIBIT "A"		
SKETCH AND DESCRIPTION OF A 20' WIDE EASEMENT FOR WATERMAIN		
SECTION 30 TOWN 3 NORTH, RANGE 11 EAST CITY OF ROCHESTER HILLS OAKLAND COUNTY		
SCALE:	0 80 160	
1 INCH = 160 FEET		
JOB: 08003564	CAD 08003564EA-02	
DR. BAL	CH. JCC	
BOOK	PG.	
SHEET 1 OF 1	DATE: 4/1/09	
FILE CODE: EA-0-02		
ATWELL-HICKS www.atwell-hicks.com 866 850 4200		
ARIZONA ARKANSAS FLORIDA ILLINOIS MICHIGAN OHIO PENNSYLVANIA TENNESSEE	Engineering Environmental Surveying Ecological Planning Water Resources	

**EXHIBIT B
TO WATERMAIN EASEMENT**

Addendum to Watermain Easement

1. **Other Utility Lines:** Prior to beginning any work in the easement area, the Grantee shall locate utility lines or equipment located in the easement area, in order that the Grantee may avoid damaging such lines and equipment as may exist, if any.
2. **Reservation of Rights:** Grantor hereby reserves to itself, its successors and assigns, the right to use the easement area for any purposes which do not interfere with Grantee's use of the easement area for the purposes for which the easement rights described herein are being granted.
3. **Relocation:** Grantor shall have the right to relocate the Grantee's improvements, in whole or part, to any other mutually agreed upon location on the Grantor's property, provided that such relocation shall be performed at Grantor's expense. In the event of any such relocation, Grantor and Grantee shall amend this agreement to the extent necessary in order to reflect of record the new location of the easement area.
4. **Construction, Maintenance, Repair and Operation:** The Grantee shall exercise reasonable efforts to construct, install, maintain, repair, replace and operate the respective utility improvements and exercise the rights granted herein, so as to minimize the interference with the development, operation and use of the Grantor's property.
5. **Mechanics' and Materialmen's Liens:** In the event any mechanics' liens or materialmen's liens are filed against the Grantor's property, or any part thereof, as a result of the operation, repair, maintenance or replacement of the utility improvements, or any other work performed by Grantee pursuant to the easement rights granted herein, the Grantee shall either pay or cause to be paid the same and have the liens immediately discharged of record.
6. **Notice:** Notices delivered personally or sent by certified mail to Grantor at 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544, Attention: Real Estate Department, shall be sufficient notice. A notice sent by certified mail shall be deemed given on the date the notice is deposited for mailing in a United States Post office or mail receptacle with proper postage affixed.

This Addendum to Easement is incorporated into and made a part of that certain Watermain Easement dated _____, 2009 executed by Good Will Co., Inc., as Grantor, conveying easement rights to the City of Rochester Hills.