

SANITARY SEWER EASEMENT

THE MARKETPLACE OF ROCHESTER HILLS PARCEL A LLC, a Michigan limited liability company, having offices at 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, **THE MARKETPLACE OF ROCHESTER HILLS PARCEL B LLC**, a Michigan limited liability company, having offices at 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, and **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, each grants (as to their respective parcels over which any portion of the easement area described herein extends) 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 sanitary sewer on, under through and across land more particularly described as:

SEE EXHIBIT "A"

Part of Sidwell #'s 15-30-326-013, 15-30-326-015 and 15-30-302-031

In connection with the grant of easement, Grantors waive and relinquish any right, title or interest in the sanitary sewer, 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 sanitary sewer 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 Grantors and Grantors' affiliates, land grantees and lessees, and their respective successors and assigns may use and enjoy the easement area in common with the City.

Grantors expressly reserve (as to their respective parcels) to Grantors and Grantors' affiliates, land grantees and lessees, and their respective 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 sanitary sewer: (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 3rd day of December, 2007.

GRANTORS:

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

[Signature]
Signature
Gary Sakwa
Print Name
Authorized Representative
Title

STATE OF MICHIGAN
COUNTY OF Oakland

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

JOYCEL PIKULAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 11, 2014
ACTING IN COUNTY OF Oakland

[Signature]
Joyce L. Pikulas, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 2-11-2014

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

[Signature]
Signature
Gary Sakwa
Print Name
Authorized Representative
Title

STATE OF MICHIGAN
COUNTY OF Oakland

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

JOYCEL PIKULAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 11, 2014
ACTING IN COUNTY OF Oakland

[Signature]
Joyce L. Pikulas, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 2-11-2014

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 30th 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. PIKULAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 11, 2014
ACTING IN COUNTY OF Oakland

Joyce L. Pikulas
Joyce L. Pikulas, 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
Acting in _____
County, Michigan
My Commission Expires:

DESCRIPTION:

A 20 FOOT WIDE SANITARY SEWER 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 EAST 1/4 CORNER OF SAID SECTION 30 AND PROCEEDING ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 30 S. 85°45'03" W. 942.80 FEET AND S. 32°42'01" E. 26.68 FEET AND S. 65°18'11" W. 258.97 FEET AND S. 24°35'28" E. 35.10 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ADAMS ROAD (VARIABLE WIDTH); THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE: 1) S. 63°06'17" W. 1519.71 FEET, 2) 420.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1325.00 FEET, CENTRAL ANGLE 18°10'05" AND A CHORD THAT BEARS S. 72°11'19" W. 418.39 FEET, 3) S. 08°43'39" E. 15.00 FEET AND 4) 360.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1340.00 FEET, CENTRAL ANGLE 15°24'38" AND A CHORD THAT BEARS S. 88°58'40" W. 359.33 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE (VARIABLE WIDTH): 1) N. 37°11'39" W. 27.94 FEET AND 2) N. 08°30'03" E. 215.08 FEET TO A POINT 'A', SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE CENTERLINE FOR A 20-FOOT WIDE SANITARY SEWER EASEMENT; THENCE ALONG SAID EASEMENT CENTERLINE S. 81°29'57" E. 54.50 FEET TO A POINT OF ENDING; THENCE FROM SAID POINT 'A' N. 81°29'57" W. 85.72 FEET TO A POINT 'B' ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE CIRCLE, SAID POINT 'B' ALSO BEING THE POINT OF BEGINNING OF THE CENTERLINE FOR A 20-FOOT WIDE SANITARY SEWER EASEMENT; THENCE FROM SAID POINT 'B', ALONG SAID EASEMENT CENTERLINE N. 81°29'57" W. 19.28 FEET; THENCE S. 17°40'12" W. 166.61 FEET; THENCE S. 86°04'03" W. 277.20 FEET; THENCE S. 08°30'03" W. 11.10 FEET TO A POINT 'C' ON THE NORTHERLY RIGHT-OF-WAY LINE OF ADAMS ROAD, ALSO BEING A POINT OF ENDING; THENCE CONTINUING S. 08°30'03" W. 120.00 FEET TO A POINT 'D' ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ADAMS ROAD, ALSO BEING THE POINT OF BEGINNING OF THE CENTERLINE FOR A 20-FOOT WIDE SANITARY SEWER EASEMENT; THENCE CONTINUING ALONG SAID EASEMENT CENTERLINE S. 08°30'03" W. 120.76 FEET; THENCE S. 85°54'09" W. 314.80 FEET; THENCE S. 85°38'28" W. 165.78 FEET TO A POINT OF ENDING.

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| REVISIONS <table border="1"> <thead> <tr> <th>ITEM</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | | | ITEM | DATE | BY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | SANITARY SEWER EASEMENT ADAMS MARKETPLACE ROCHESTER HILLS, MICHIGAN  Civil Engineers & Land Surveyors 40024 GRAND RIVER AVE, SUITE 100 NOVI, MICHIGAN 48375 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com | | DATE 11/5/07 | SCALE HOR: 1" = 100' FIELD BOOK NO. | DESIGNED BY SRB | JOB NO. 97144 | © COPYRIGHT 2007 |
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