

### **WATERMAIN EASEMENT**

Rochester University, a Michigan non-profit corporation SUCCESSOR IN INTEREST TO Rochester College, formerly known as Michigan Christian Junior College, formerly known as Michigan Christian College ("Grantor"), whose address is 800 West Avon Road, Rochester Hills, Michigan 48307, grants to the CITY OF ROCHESTER HILLS, a Michigan municipal corporation ("City"), of 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, over Grantor's property described on Exhibit A attached hereto ("Property"), an easement for the construction, operation, maintenance, repair and/or replacement of a watermain on, under, through and across that portion of Grantor's property as described on Exhibit A as "Water Main Easement" and depicted on Exhibit B attached hereto ("Easement").

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 lessees, successors and assigns may use and enjoy the Easement in common with the City.

Grantor expressly reserves to Grantor and Grantor's lessees, 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 area and (c) the right to use the Easement for parking and access to its Property and for any other purposes which do not interfere with the City's use of the Easement for the purposes for which the easement rights granted herein are being granted, which other purposes reserved by Grantor may include, but shall not be limited to, landscaping, installation of signs, installation of utilities, construction of driveways, curbing, curb cuts and related improvements; provided, however, that no permanent building shall be constructed upon the Easement.

The City agrees that all maintenance, repairs and replacements to be performed by it pursuant to this Easement shall be done in an expeditious, efficient and workmanlike manner, in accordance with all applicable laws, rules, ordinances and regulations, and in such a manner as to reasonably minimize any interference with the development and use of the Property, or any part thereof, by the City, its employees, agents and contractors.

Exempt from Transfer Tax under MCLA 207.526(a); MSA 7.456(26)(a).

[signatures on following pages]

IN WITNESS WHEREOF, the undersigned have hereunder affixed their signatures on this 31st day of May, 2016.

Rochester University,  
a Michigan non-profit corporation

By: Thomas D. Rellinger

Name Printed: Thomas D. Rellinger

Its: VP, Finance, Operations & Development

STATE OF MICHIGAN        )  
  ) SS:  
COUNTY OF OAKLAND     )

This agreement was acknowledged before me on May 31, 2016, by Thomas D. Rellinger, the VP, Finance, Operations of Rochester University, a Michigan non-profit corporation, on behalf of the corporation. & Development



Virginia A. May  
Notary Public,  
Oakland County, Michigan  
My Commission Expires: 09-02-2017  
(Acting in Oakland County)

John Staran  
Approved 7-14-16

City of Rochester Hills,  
a Michigan municipal corporation

By: \_\_\_\_\_  
Bryan Barnett, Mayor

By: \_\_\_\_\_  
Tina Barton, Clerk

STATE OF MICHIGAN        )  
                                      ) SS:  
COUNTY OF OAKLAND     )

This agreement was acknowledged before me on \_\_\_\_\_, 2016, by Bryan Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

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

Drafted by:  
  
John D. Gaber, Esq.  
Williams, Williams, Rattner & Plunkett, P.C.  
380 N. Old Woodward Ave., Suite 300  
Birmingham, Michigan 48009

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

**LENDER CONSENT AND SUBORDINATION**


Church Development Fund, Inc., a California non-profit religious corporation, does hereby consent to and subordinate its interest in and to that certain Mortgage dated April 13, 2013, recorded on May 3, 2013 in Liber 45746, Page 631, Oakland County Records, and that certain Mortgage dated April 13, 2013, recorded May 3, 2013 in Liber 45746, Page 656, Oakland County Records to the foregoing Watermain Easement.

Church Development Fund, Inc.  
a California non-profit religious corporation

By: 

Name Printed: ANNA BEDLEY

Its: VICE PRESIDENT

By: 

Name Printed: Phil Pike

Its: Executive Vice President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of ORANGE )

On May 31<sup>ST</sup>, 2016 before me, Michelle Lynn Vega, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Anna Bedley and Phil Pike  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# EXHIBIT 'A'

## LEGAL DESCRIPTION OF OVERALL PARCEL:

AS PROVIDED BY CITY OF ROCHESTER HILLS (TAX DESCRIPTION):

ROCHESTER COLLEGE

T3N, R11E, SEC 15

PART OF S 1/2 OF SW 1/4 & PART OF W 1/2 OF SE 1/4

BEG AT PT DIST E 756.99 FT & N 60 FT FROM S 1/4 COR, TH W 756.89 FT, TH N 89-48-25 W 1309.71 FT, TH N 88-25-10 W 390.91 FT, TH N 42-34-44 E 252.80 FT, TH ALG CURVE TO RIGHT, RAD 5524.16 FT, CHORD BEARS N 46-42-52 E 796.77 FT, DIST OF 797.46 FT, TH N 50-51-00 E 1021.20 FT, TH N 89-39-41 E 244.89 FT, TH N 89-47-00 E 27 FT, TH NELY 1740 FT ALG CEN LI OF CLINTON RIVER, TH S 59-44-00 E 25 FT, TH S 22-07-04 E 226.22 FT, TH S 71-51-04 E 610 FT, TH S 02-16-58 W 118.03 FT, TH S 01-52-23 W 623.74 FT, TH W 393.37 FT, TH S 01-40-04 W 287.19 FT, TH W 2.50 FT, TH S 01-40-04 W 539.97 FT, TH W 39.35 FT, TH N 01-40-04 E 213.09 FT, TH W 212.24 FT, TH S 213 FT TO BEG

76.23 A 8-3-05 FR 003,006 & 376-001

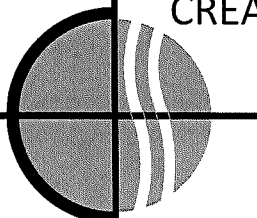
## LEGAL DESCRIPTION OF WATER MAIN EASEMENTS:

**WATER MAIN EASEMENT 'A' DESCRIPTION:** PART OF THE SOUTH 1/2 OF SECTION 15, T.3N., R.11E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, A 20' WIDE EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 15; THENCE N4°22'58"W 119.22 FEET TO THE POINT OF BEGINNING; THENCE S89°38'50"E 183.68 FEET TO REFERENCE POINT "A"; THENCE S89°38'50"E 170.20 FEET; THENCE N45°00'00"E 45.14 FEET TO A POINT OF ENDING.

ALSO BEGINNING AT REFERENCE POINT "A" THENCE DUE NORTH 36.50 FEET TO A POINT OF ENDING.

**WATER MAIN EASEMENT 'B' DESCRIPTION:** PART OF THE SOUTH 1/2 OF SECTION 15, T.3N., R.11E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, A 20' WIDE EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 15; THENCE N7°34'52"E 295.41 FEET TO A POINT OF BEGINNING; THENCE S89°38'50"E 128.12 FEET; THENCE N45°21'10"E 21.10 FEET; THENCE S89°38'50"E 120.73 FEET; THENCE N36°21'10"E 23.30 FEET; THENCE S89°38'05"E 70.83 FEET; THENCE S44°38'50"E 69.25 FEET TO A POINT OF ENDING.

Mike Taunt  
Approved 7/22/16



CREATIVE SITE SOLUTIONS, PLC

CIVIL ENGINEERING  
& SITE DESIGN

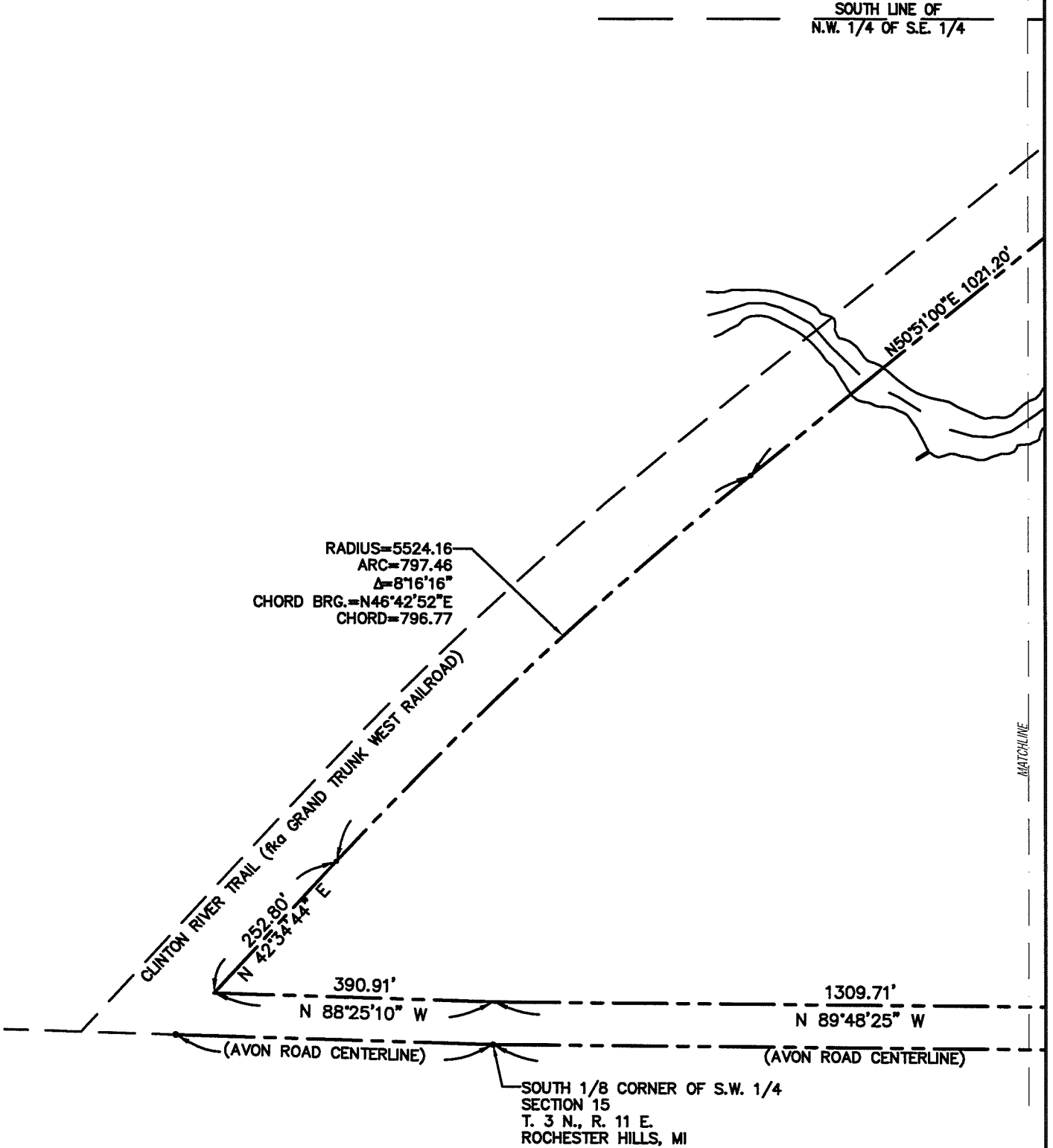
3728 NASH DRIVE  
TROY, MI 48083  
248 259 2023  
jarnold@creative-site-solutions.com

DRAWN: JA	DATE: 07/21/2016
CHECKED: JG	DATE: 05/19/2016
MANAGER: JA	SCALE: N/A
JOB No. JA1511	SHEET: 1 OF 1
SECTION 15 TOWN 3 NORTH RANGE 11 EAST	
ROCHESTER HILLS OAKLAND COUNTY, MI	

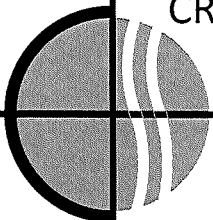
# EXHIBIT 'B'



SOUTH LINE OF  
N.W. 1/4 OF S.E. 1/4



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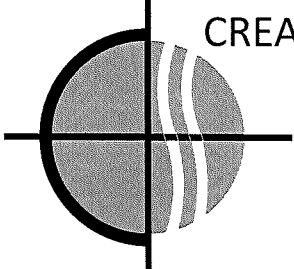
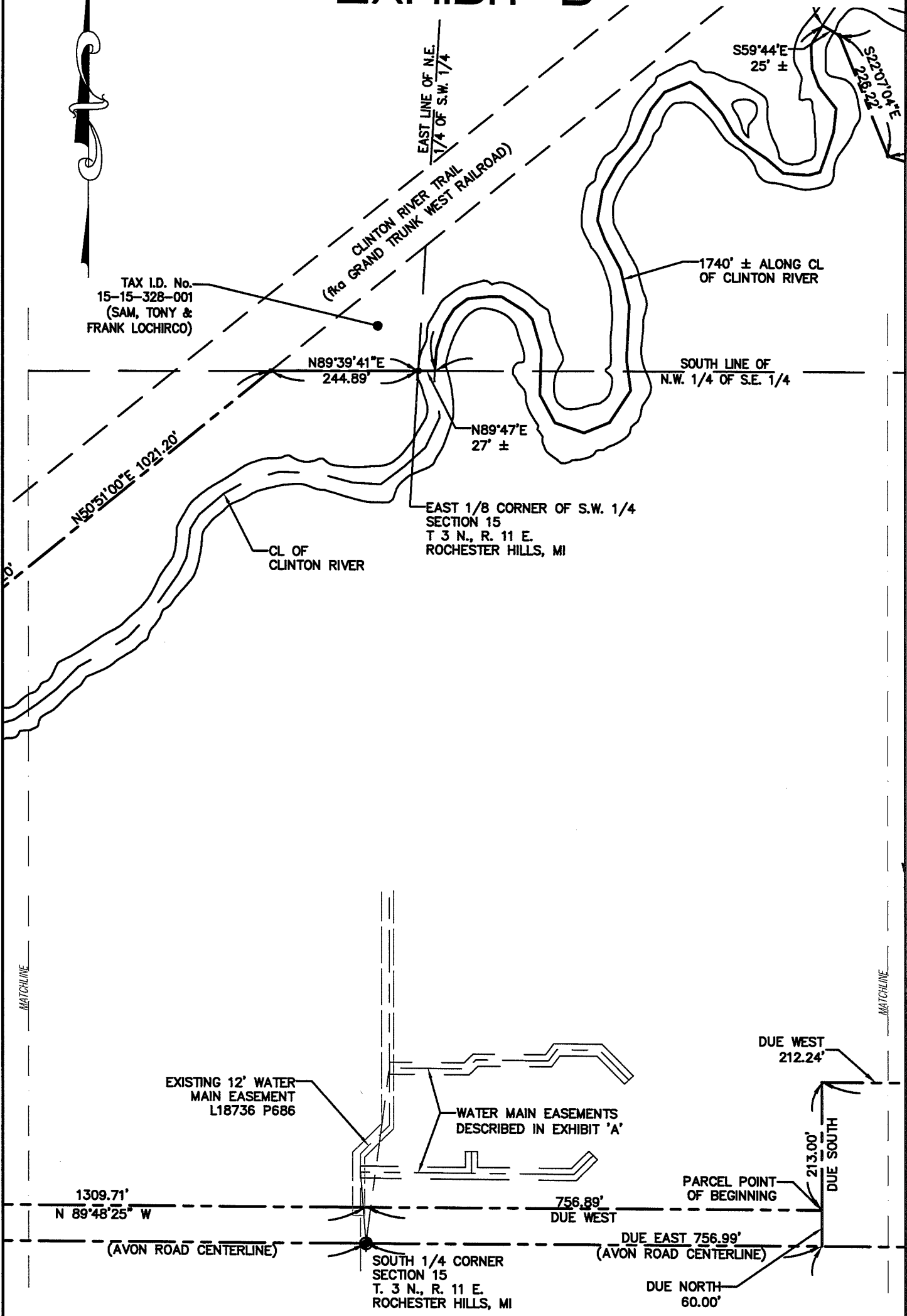
**CREATIVE SITE SOLUTIONS, PLC**

CIVIL ENGINEERING  
& SITE DESIGN

3728 NASH DRIVE  
TROY, MI 48083  
248 259 2023  
jarnold@creative-site-solutions.com

DRAWN: JA	DATE: 07/21/2016
CHECKED: JG	DATE: 05/19/2016
MANAGER: JA	SCALE: 1" = 200'
JOB No. JA1511	SHEET: 1 OF 4
SECTION 15 TOWN 3 NORTH RANGE 11 EAST	
ROCHESTER HILLS OAKLAND COUNTY, MI	

# EXHIBIT 'B'



**CREATIVE SITE SOLUTIONS, PLC**

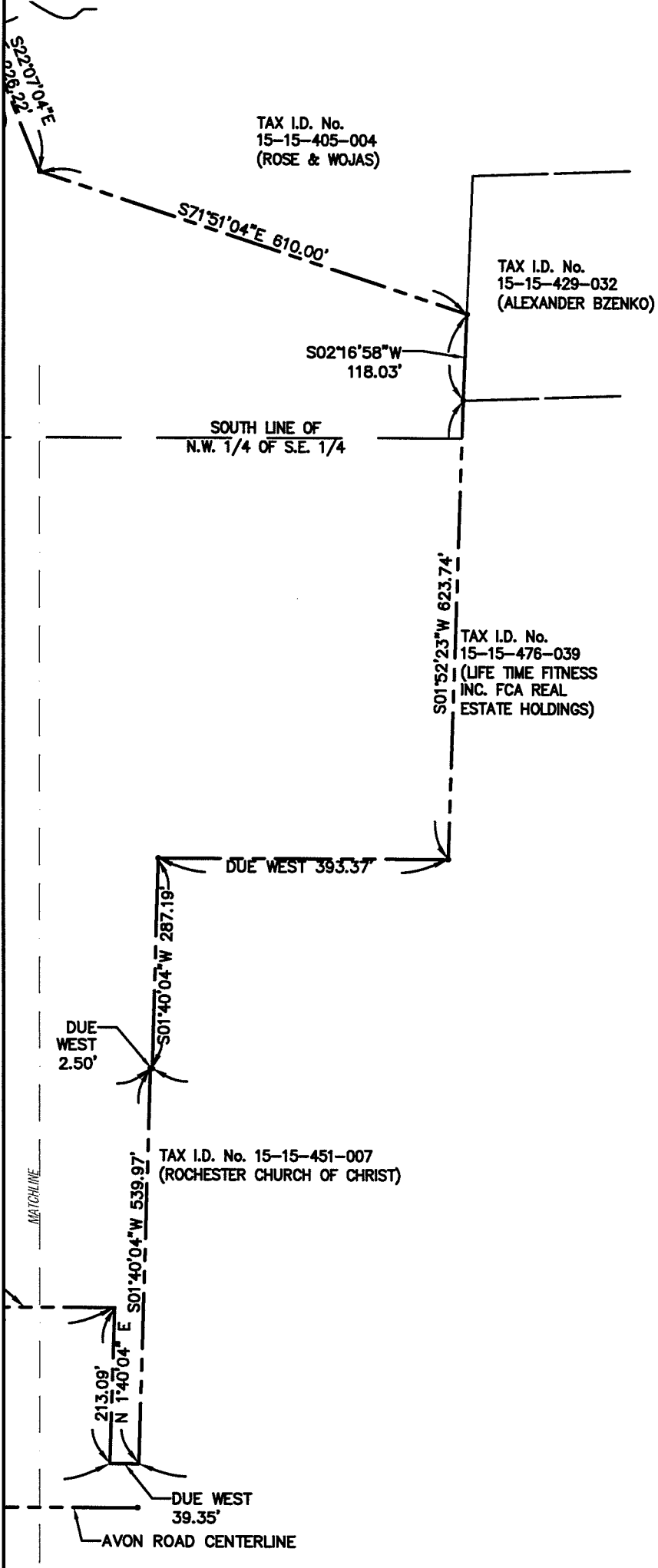
CIVIL ENGINEERING & SITE DESIGN

3728 NASH DRIVE  
TROY, MI 48083  
248 259 2023  
jarnold@creative-site-solutions.com

DRAWN: JA	DATE: 07/21/2016
CHECKED: JG	DATE: 05/19/2016
MANAGER: JA	SCALE: 1" = 200'
JOB No. JA1511	SHEET: 2 OF 4
SECTION 15 TOWN 3 NORTH RANGE 11 EAST	
ROCHESTER HILLS OAKLAND COUNTY, MI	



# EXHIBIT 'B'



TAX I.D. No.  
15-15-405-004  
(ROSE & WOJAS)

TAX I.D. No.  
15-15-429-032  
(ALEXANDER BZENKO)

S02°16'58"W  
118.03'

SOUTH LINE OF  
N.W. 1/4 OF S.E. 1/4

S01°52'23"W 623.74'

TAX I.D. No.  
15-15-476-039  
(LIFE TIME FITNESS  
INC. FCA REAL  
ESTATE HOLDINGS)

DUE WEST 393.37'

S01°40'04"W 287.19'

DUE WEST  
2.50'

TAX I.D. No. 15-15-451-007  
(ROCHESTER CHURCH OF CHRIST)

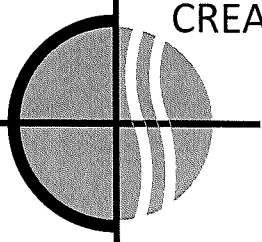
S01°40'04"W 539.97'

213.09'  
N 1°40'04" E

DUE WEST  
39.35'

AVON ROAD CENTERLINE

MATCHLINE



**CREATIVE SITE SOLUTIONS, PLC**

CIVIL ENGINEERING  
& SITE DESIGN

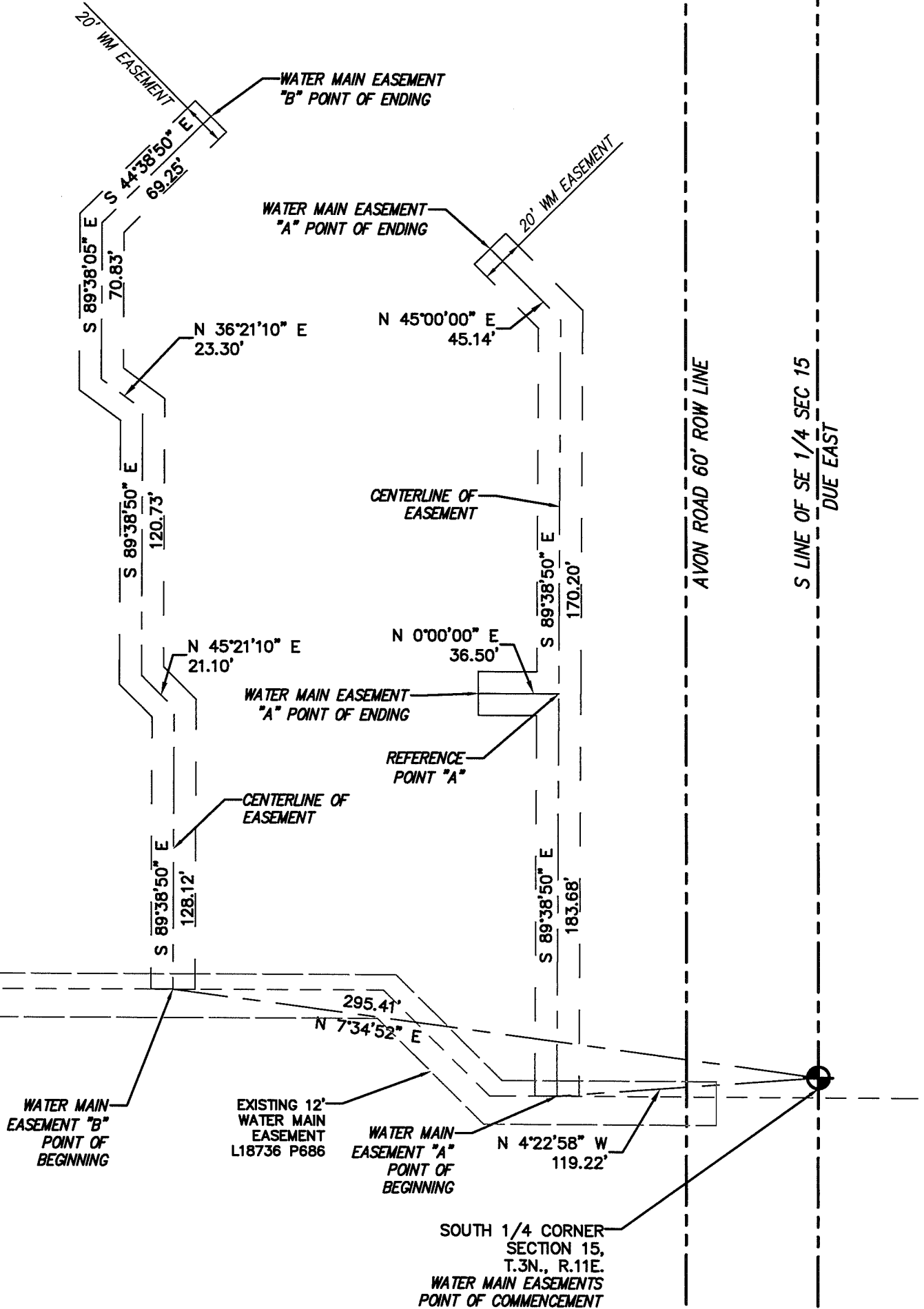
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248 259 2023  
jarnold@creative-site-solutions.com

DRAWN: JA	DATE: 07/21/2016
CHECKED: JG	DATE: 05/19/2016
MANAGER: JA	SCALE: 1" = 200'
JOB No. JA1511	SHEET: 3 OF 4
SECTION 15 TOWN 3 NORTH RANGE 11 EAST	
ROCHESTER HILLS OAKLAND COUNTY, MI	

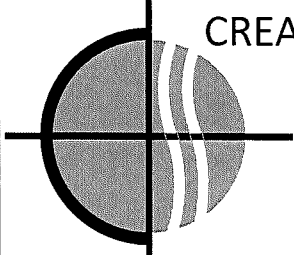
# EXHIBIT 'B'



SE  
SEC 15



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 & SITE DESIGN  
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 TROY, MI 48083  
 248 259 2023  
 jarnold@creative-site-solutions.com

DRAWN: JA	DATE: 07/21/2016
CHECKED: JG	DATE: 05/19/2016
MANAGER: JA	SCALE: 1" = 60'
JOB No. JA1511	SHEET: 4 OF 4
SECTION 15 TOWN 3 NORTH RANGE 11 EAST	
ROCHESTER HILLS OAKLAND COUNTY, MI	