

COPY

HIGHWAY EASEMENT

KNOW ALL PERSONS that **Hamlin Development Associates Limited Partnership** ("Grantor(s)", a Michigan Limited Partnership, whose address is 39400 Woodward Ave, Ste 250, Bloomfield Hills, Michigan 48304-5155, party of the first part, for and in consideration of the sum of Seventy One Thousand Fifty Five Dollars (\$71,055.00) paid to Grantor(s) by the City of Rochester Hills (A Michigan Municipal Corporation), party of the second part, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan, 48309-3033, do hereby grant(s) to the **City of Rochester Hills ("City")**, a Michigan Municipal Corporation, located at 1000 Rochester Hills Drive, Rochester Hills, Michigan, 48309-3033 an easement for all public highway purposes ("Highway Easement") and to construct, operate, maintain, repair, and/or replace roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the following described premises ("Property") situated in the City of Rochester Hills, County of Oakland, State of Michigan.

Commonly known as: 1350 W. HAMLIN RD. (Part of) Tax Parcel No.: 15-21-476-054

**SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A," AND
LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B,"
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN**

This Highway Easement includes, but is not limited to, the consent of the Grantor(s) to the removal of any trees, shrubs, and/or vegetation, to grading, to the occupancy of the Property by public utilities, and to other matters which, in the sole discretion of the City, may be necessary in connection with all public highway purposes and the construction, operation, maintenance, repair, and/or replacement of roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the Property. Grantor(s) waive(s) further notice of such actions.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be restored to substantially the condition that existing prior to construction by the party of the second part.

This Highway Easement runs with the land and shall bind the Grantor(s) and the Grantor(s)'s heirs, representatives, successors, and assigns. This Highway Easement contains the entire understanding of the Grantor(s) and the City, and there are no other verbal promises between the Grantor(s) and the City except as shown herein.

IN WITNESS WHEREOF, the undersigned hereunto affixed its signature this 2nd day of June, A.D. 2008.

HAMLIN DEVELOPMENT ASSOCIATES LIMITED
PARTNERSHIP, a Michigan limited partnership

By: HAMLIN INVESTMENT CORPORATION, a Michigan
corporation, General Partner

By: 

C. Michael Kojanian, Vice President

(Acknowledgment contained
on following page)