

PEDESTRIAN-BICYCLE PATHWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **Patrick T. Pihajlic and Patricia Ann Pihajlic, his wife** Grantors, whose address is **6330 Little Creek Road, Rochester Hills, Michigan 48306-3419** party of the first part, for and in consideration of **\$1,080.00** (one thousand eighty and 00/100) paid to party of the first part by the **CITY OF ROCHESTER HILLS**, a Michigan Municipal Corporation, party of the second part, located at 1000, Rochester Hills Drive, Rochester Hills Michigan 48309, do hereby grant to the said party of the second part a Permanent easement for the construction, operation, maintenance, repair and/or replacement, and public use of a pedestrian-bicycle pathway over, on, through and across land more particularly described as:

Commonly Known as: vacant
(Part of) Tax Parcel No.: 15-24-401-025

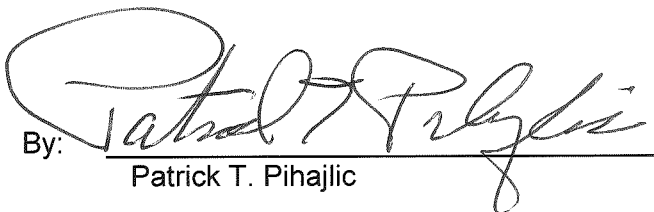
See parcel drawing and legal description attached as 'Exhibit A'

In connection with the grant of easement, Grantor waives and relinquishes any right, title or interest in the pedestrian-bicycle pathway, 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 pedestrian-bicycle pathway 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.

This 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. Temporary easement expires at completion of construction. The City shall hold the Grantor harmless from and against any claims, losses, and damages made and/or suffered by reason of, or in relation to, the construction and public use of the pathway on the above described property, unless caused by Grantor's own acts or omissions.

Grantor expressly reserves to Grantor's successors and assigns, so long as there is no interference with the construction, operation, maintenance, repair and/or replacement, and public use of the pedestrian-bicycle pathway: (a) the right of ingress and egress over, and through and across the easement and 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.

By: 
Patrick T. Pihajlic

COUNTY OF OAKLAND)
STATE OF MICHIGAN) SS

The foregoing instrument was acknowledged before me this 22 day of aug 2014, 2014, by Patrick T. Pihajlic

Notary Public: 

*
My commission expires: 5/26/2015
Oakland County, Michigan
Acting in the County of Oakland

DIANA WIECHERT
Notary Public, State of Michigan
County of Lapeer
My Commission Expires 05-26-2015
Acting in the County of Oakland

By: Patricia Ann Pihajlic
Patricia Ann Pihajlic

COUNTY OF OAKLAND)

STATE OF MICHIGAN) SS
)

The foregoing instrument was acknowledged before me this 22 day of August, 2014, by Patricia Ann Pihajlic.

Notary Public: Diana Wiechert

* _____
My commission expires: 5/26/2015
Oakland County, Michigan
Acting in the County of Oakland

DIANA WIECHERT
Notary Public, State of Michigan
County of Lapeer
My Commission Expires 05-26-2015
Acting in the County of Oakland

Project Name: Hamlin Road Parcel No. H – 56

Prepared by:
Walter H. Alix, P.E., P.S.
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
P.O. Box 824
Bloomfield Hills, MI 48303-0824

When recorded, return to:
City Clerk
City of Rochester Hills
1000 Rochester Hills Drive,
Rochester Hills, Michigan, 48309-3033