

**SANITARY SEWER 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 sanitary sewer main 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 sanitary sewer main, 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 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 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.

SEE ADDENDUM TO SANITARY SEWER 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.

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

GOOD WILL CO., INC.

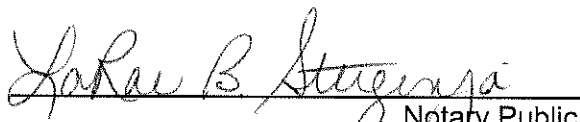
By:   
Michael L. Kinstle  
Its: Vice President-Real Estate

Legal   
Bus. 

STATE OF MICHIGAN  
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 11<sup>th</sup> 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:

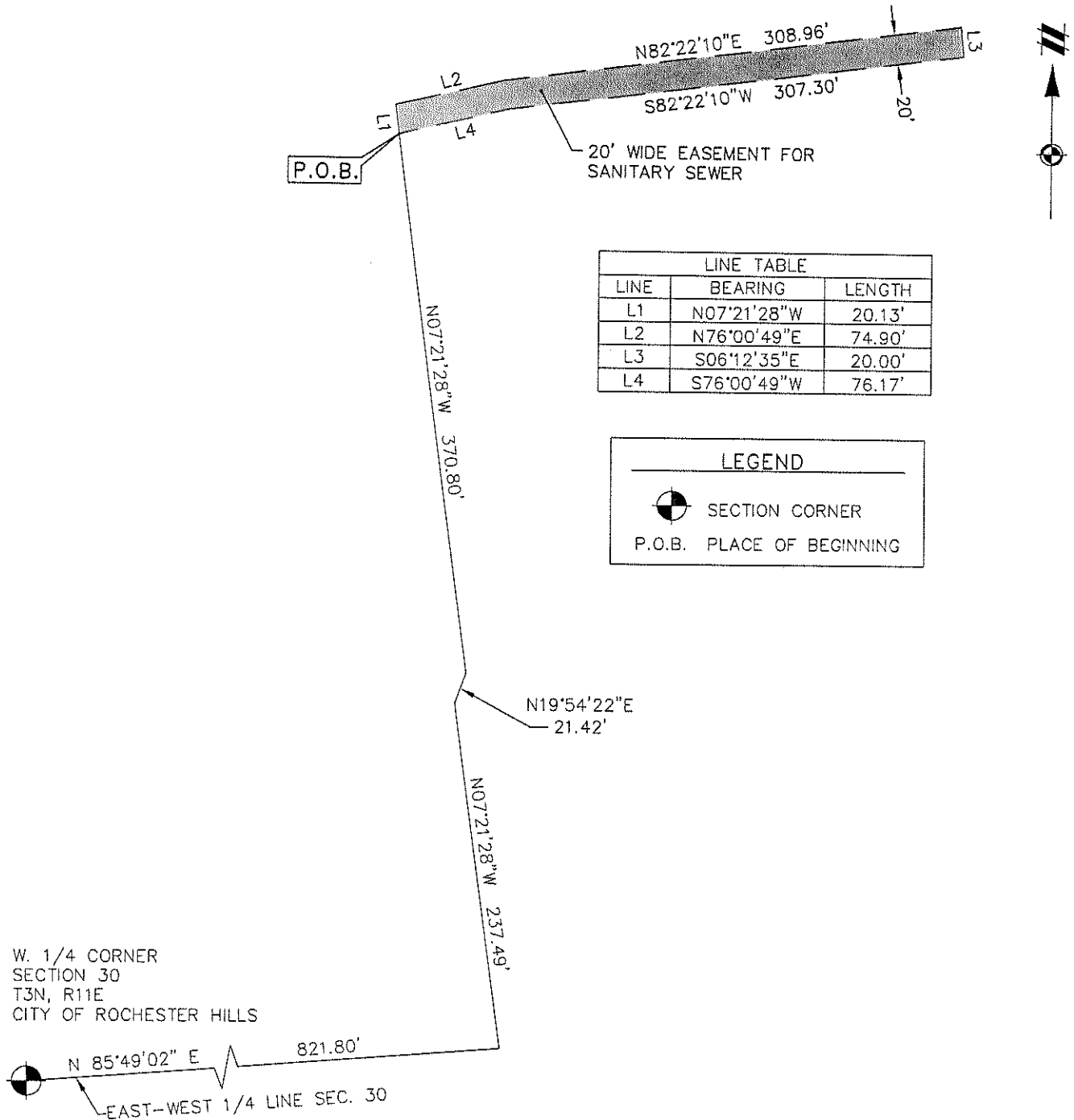
  
Notary Public  
State of Michigan, County of Ottawa  
My Commission Expires: 2-17-11  
Acting in the County of Kent

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"

Page 1 of 2



LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°21'28"W	20.13'
L2	N76°00'49"E	74.90'
L3	S06°12'35"E	20.00'
L4	S76°00'49"W	76.17'

LEGEND	
	SECTION CORNER
	P.O.B. PLACE OF BEGINNING

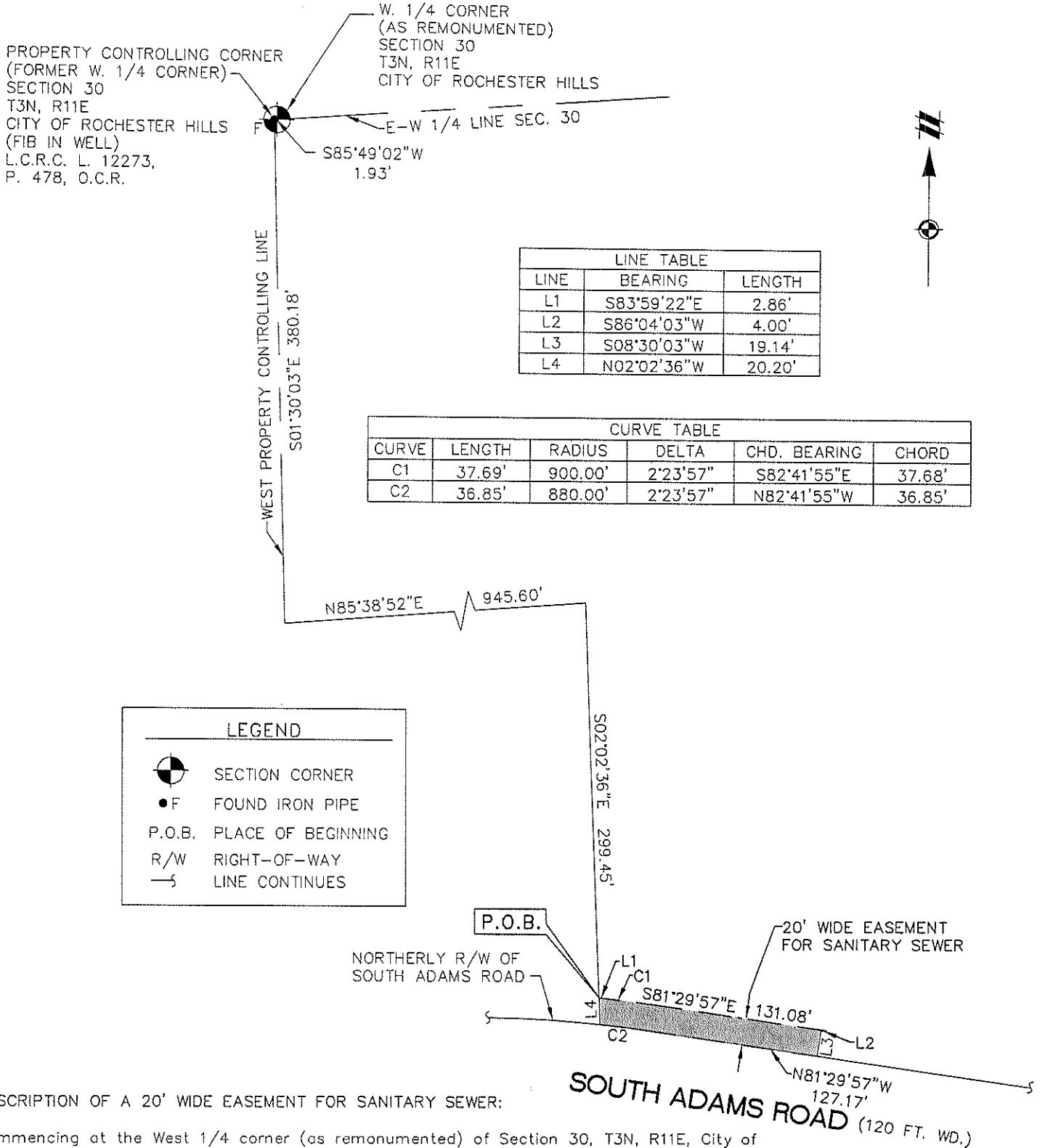
W. 1/4 CORNER  
SECTION 30  
T3N, R11E  
CITY OF ROCHESTER HILLS

N 85°49'02" E 821.80'  
EAST-WEST 1/4 LINE SEC. 30

**DESCRIPTION OF A 20' WIDE EASEMENT FOR SANITARY SEWER:**

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 370.80 feet for a PLACE OF BEGINNING; thence continuing N07°21'28"W 20.13 feet; thence N76°00'49"E 74.90 feet; thence N82°22'10"E 308.96 feet; thence S06°12'35"E 20.00 feet; thence S82°22'10"W 307.30 feet; thence S76°00'49"W 76.17 feet to the Place of Beginning, being a part of the Northwest 1/4 of said Section 30.

CLIENT <b>MEIJER</b>  <b>EXHIBIT "A"</b> SKETCH AND DESCRIPTION OF A 20' WIDE EASEMENT FOR SANITARY SEWER	JOB: 08003564	CAD 08003564EA-03
	DR. BAL	CH. JCC
	BOOK	PG.
	SHEET 1 OF 1	DATE: 4/1/09
FILE CODE: EA-0-03		
<b>ATWELL-HICKS</b> www.atwell-hicks.com 866 850 4200		
SECTION 30 TOWN 3 NORTH, RANGE 11 EAST CITY OF ROCHESTER HILLS OAKLAND COUNTY		
SCALE: 1 INCH = 100 FEET 		
ARIZONA ARKANSAS FLORIDA ILLINOIS MICHIGAN OHIO PENNSYLVANIA TENNESSEE		Engineering Environmental Surveying Ecological Planning Water Resources



LEGEND	
	SECTION CORNER
• F	FOUND IRON PIPE
P.O.B.	PLACE OF BEGINNING
R/W	RIGHT-OF-WAY
—>	LINE CONTINUES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S83°59'22"E	2.86'
L2	S86°04'03"W	4.00'
L3	S08°30'03"W	19.14'
L4	N02°02'36"W	20.20'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	37.69'	900.00'	2°23'57"	S82°41'55"E	37.68'
C2	36.85'	880.00'	2°23'57"	N82°41'55"W	36.85'

DESCRIPTION OF A 20' WIDE EASEMENT FOR SANITARY SEWER:

Commencing at the West 1/4 corner (as remonumented) of Section 30, T3N, R11E, City of Rochester Hills, Oakland County, Michigan; thence S85°49'02"W 1.93 feet along the Westerly extension of the East-West 1/4 line of said Section 30 to 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 S01°30'03"E 380.18 feet along the West property controlling line; thence N85°38'52"E 945.60 feet; thence S02°02'36"E 299.45 feet for a PLACE OF BEGINNING; thence S83°59'22"E 2.86 feet; thence 37.69 feet along the arc of a 900.00 foot radius circular curve to the right, with a central angle of 02°23'57", having a chord which bears S82°41'55"E 37.68 feet; thence S81°29'57"E 131.08 feet; thence S86°04'03"W 4.00 feet; thence S08°30'03"W 19.14 feet; thence N81°29'57"W 127.17 feet along the Northerly right-of-way line of South Adams Road (120 feet wide); thence continuing along the Northerly right-of-way line of said South Adams Road 36.85 feet along the arc of an 880.00 foot radius circular curve to the left, with a central angle of 02°23'57", having a chord which bears N82°41'55"W 36.85 feet; thence N02°02'36"W 20.20 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 30.

CLIENT <b>MEIJER</b>  EXHIBIT "A" SKETCH AND DESCRIPTION OF A 20' WIDE EASEMENT FOR SANITARY SEWER	JOB: 08003564	CAD 08003564EA-04
	DR. BAL	CH. JCC
	BOOK	PG.
	SHEET 1 OF 1	DATE: 4/1/09
	FILE CODE: EA-0-04	
SECTION 30 TOWN 3 NORTH, RANGE 11 EAST CITY OF ROCHESTER HILLS OAKLAND COUNTY	<b>ATWELL-HICKS</b> www.atwell-hicks.com 866 850 4200	
SCALE: 1 INCH = 100 FEET	ARIZONA ARKANSAS FLORIDA ILLINOIS MICHIGAN OHIO PENNSYLVANIA TENNESSEE Engineering Environmental Surveying Ecological Planning Water Resources	

**EXHIBIT B  
TO SANITARY SEWER EASEMENT**

**Addendum to Sanitary Sewer 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 Sanitary Sewer Easement dated \_\_\_\_\_, 2009, executed by Good Will Co., Inc., as Grantor, conveying easement rights to the City of Rochester Hills.