

PEDESTRIAN BICYCLE PATHWAY EASEMENT

GOOD WILL CO., INC., a Michigan corporation, of 2929 Walker Avenue, NW, Grand Rapids, Michigan 49544; Attention: Real Estate Department ("Grantor"), hereby 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, and public use of a pedestrian bicycle pathway over, under, through and across land more particularly described as:

SEE ATTACHED EXHIBIT A

In connection with the grant of easement, Grantor grants and conveys to the CITY OF ROCHESTER HILLS all of Grantor's right, title and interest in the pedestrian bicycle pathway, and the facilities incidental thereto, which may be located in the easement described herein.

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.

The easement shall be irrevocable and non-exclusive, and Grantor and Grantor's successors and assigns, may use and enjoy the easement in common with the City.

Grantor expressly reserves to itself and 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, under, through and across the easement parcel, 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 PEDESTRIAN BICYCLE PATHWAY 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, MSA 7.456 (5A).

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

GOOD WILL CO., INC.

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

[Signature]
BUS

STATE OF MICHIGAN
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 11th 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:

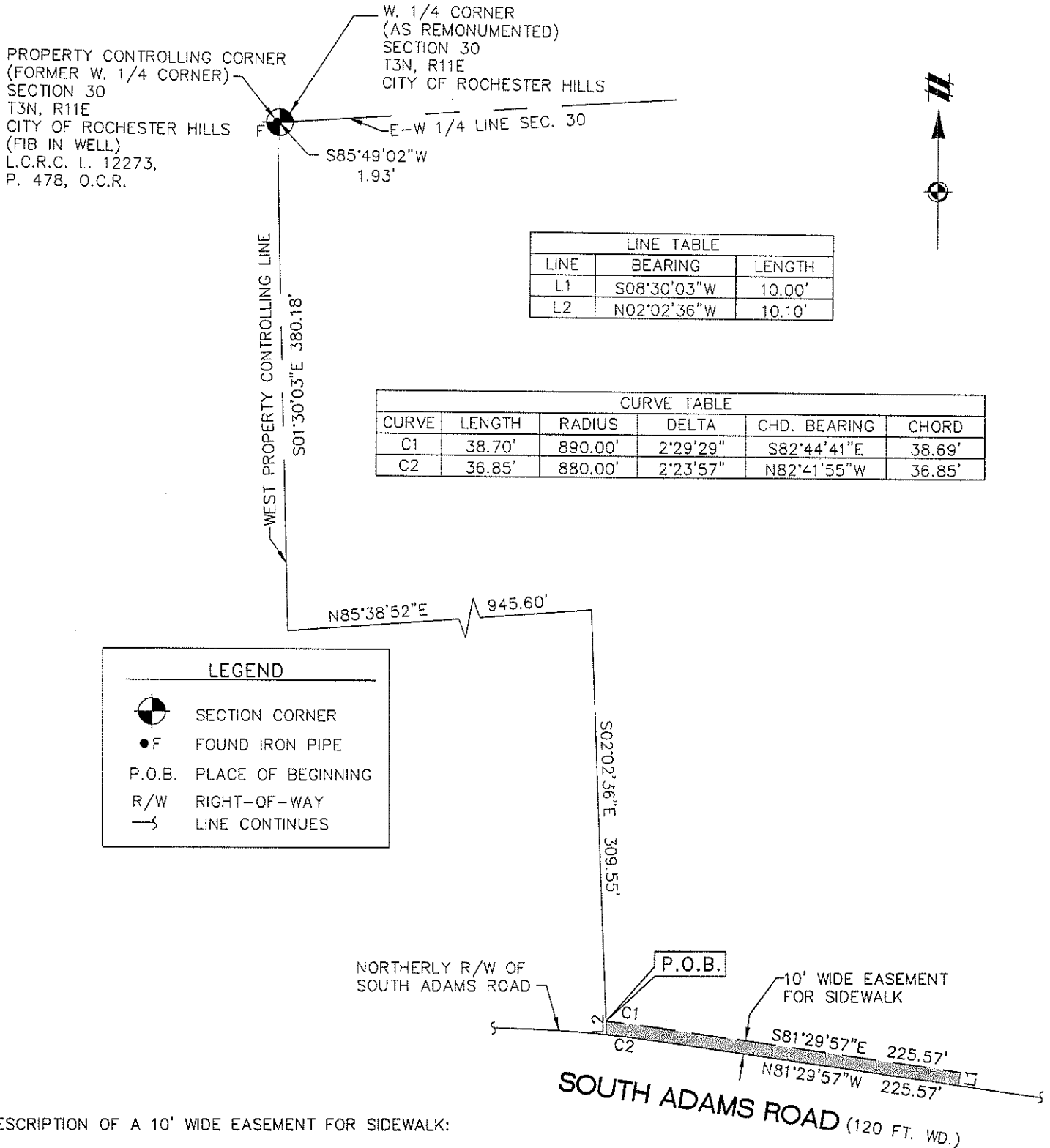
[Signature]
Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 2-17-11
Acting in the County of Kent

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"



DESCRIPTION OF A 10' WIDE EASEMENT FOR SIDEWALK:

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 309.55 feet for a PLACE OF BEGINNING; thence 38.70 feet along the arc of an 890.00 foot radius non-tangential circular curve to the right, with a central angle of 02°29'29", having a chord which bears S82°44'41"E 38.69 feet; thence S81°29'57"E 225.57 feet; thence S08°30'03"W 10.00 feet; thence N81°29'57"W 225.57 feet along the Northerly right-of-way line of South Adams Road (120 feet wide); thence continuing along the Northerly right-of-way 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 10.10 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 30.

CLIENT MEIJER EXHIBIT "A" SKETCH AND DESCRIPTION OF A 10' WIDE PEDESTRIAN BICYCLE PATHWAY EASEMENT SECTION 30 TOWN 3 NORTH, RANGE 11 EAST CITY OF ROCHESTER HILLS OAKLAND COUNTY	JOB: 08003564	CAD 08003564EA-05
	DR. BAL	CH. JCC
	BOOK	PG.
	SHEET 1 OF 1	DATE: 4/1/09
	FILE CODE: EA-0-05	
ATWELL-HICKS 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 PEDESTRIAN BICYCLE PATHWAY EASEMENT

Addendum to Pedestrian Bicycle Pathway 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 Pedestrian Bicycle Pathway Easement dated _____, 2009 executed by Good Will Co., Inc., as Grantor, conveying easement rights to the City of Rochester Hills.