

SANITARY SEWER EASEMENT

GOOD WILL CO., INC., a Michigan corporation, of 2929 Walker Avenue, NW, Grand Rapids, Michigan 49544 grants to the CITY OF ROCHESTER HILLS, a Michigan municipal corporation, of 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, an easement for the construction, operation, maintenance, repair and/or replacement of a sanitary sewer on, under through and across land more particularly described as:

SEE EXHIBIT A ATTACHED HERETO

In connection with the grant of easement, Grantor waives and relinquishes any right, title or interest in the sanitary sewer, 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, with the condition that prior to such a grant written consent shall be obtained from the City.

Exempt from Transfer Taxes under MCL 207.505(a) and 207.526(a).

See attached Rider for additional terms and provisions.

IN WITNESS HEREOF, the undersigned have hereunto affixed their signatures on this 23rd day of September, 2014.

GOOD WILL CO., INC.

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

Legal [Signature]
Bus. [Signature]

STATE OF MICHIGAN
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 23rd day of September, 2014, by Michael L. Kinstle, the Vice President-Real Estate of Good Will Co., Inc., a Michigan corporation, on behalf of the corporation.

[Signature]

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

LARAE B. STEIGENGA
Notary Public, Ottawa Co., MI
Acting in Kent Co., MI
My Commission Expires:
Feb. 17, 2017

Drafted by:
Jennifer Bakhuizen, Atty.
Doran Derwent, PLLC
5960 Tahoe Dr, SE, Ste 101
Grand Rapids, MI 49546

When recorded, return to:

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

John Staraw
Approved 10/20/14

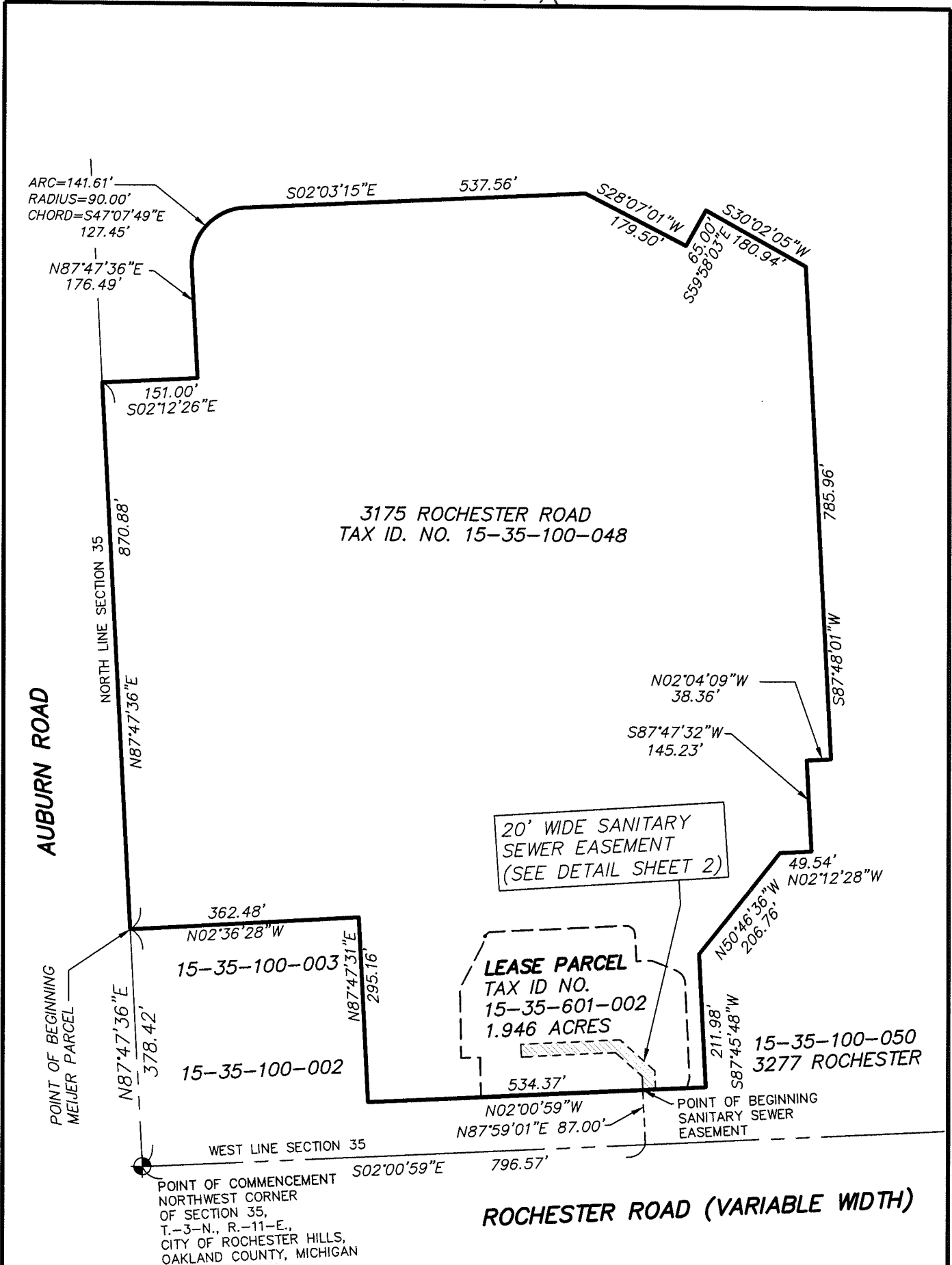
RIDER

Attached to and made part of Sanitary Sewer Easement dated the ____ day of _____, 2014, from GOOD WILL CO., INC., a Michigan corporation, of 2929 Walker Avenue, NW, Grand Rapids, Michigan 49544, hereinafter referred to as "Grantor", to the CITY OF ROCHESTER HILLS, a Michigan municipal corporation, of 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, hereinafter referred to as the "City".

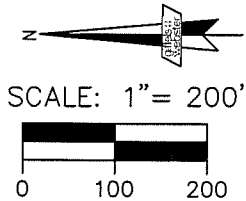
In consideration for the Grantor granting to the City the easement referred to herein, the City agrees to the following:

1. Nothing contained in the easement referred to herein shall be construed to transfer to the City fee ownership of the land across which the easement referred to herein passes.
2. The City hereby accepts the conveyance of the said sanitary sewer and the facilities incidental thereto.
3. Grantor herein expressly reserves to itself, its grantees and assigns, the right to use the land across which the easement referred to herein passes for paved parking and any other purposes not inconsistent with this sanitary sewer easement, including without limitation, landscaping, construction of driveways, curbing, curb cuts and related improvements; provided, however, that no buildings shall be constructed upon the land across which the easement passes without the City's written consent.
4. The City agrees that in the event Grantor desires to have the City relocate the sanitary sewer referred to herein, the City will cooperate with Grantor in connection with the relocation of said sanitary sewer, provided the Grantor pays for the cost of said relocation; any such relocation shall be subject to any other approvals required by the City in connection with the relocation of said sanitary sewer.
5. The City shall notify Grantor before commencing any maintenance activity on the aforesaid sanitary sewer and facilities incidental thereto, except in the case of emergency (in which case the City shall notify Grantor as soon as possible), and the City shall coordinate such activity with Grantor.
6. The conveyance and easement referred to herein shall become effective upon the date an executed counterpart of this Sanitary Sewer Easement is recorded with the register of deeds of Oakland County, Michigan, and not prior thereto. If a counterpart of the Easement is not so recorded with said register of deeds by November 1, 2014, then this Sanitary Sewer Easement shall be of no force and effect. The City shall evidence its acceptance of the provisions contained in this Sanitary Sewer Easement by recording same with the register of deeds for Oakland County, Michigan.

EXHIBIT A



Mike Taunt
Approved 9/29/14



SANITARY SEWER EASEMENT
PART OF THE NORTHWEST 1/4 OF SECTION 35, T.-3-N., R.-11-E.,
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

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ENGINEERS LAND SURVEYORS
PLANNERS LANDSCAPE ARCHITECTS
28 W. ADAMS, SUITE 1200
DETROIT, MICHIGAN 48226
(313) 962-4142

DATE:	08/22/14	CHECKED BY:	DATE:	SCALE:	1"=200'
DRAWN:	J.Z.B.	C.A.A.	08/14	SHEET:	1 OF 3
DESIGN:				JOB No:	18459.00
SECTION:	35	T-3-N, R-11-E			

PROPERTY DESCRIPTION – OVERALL MEIJER PARCEL

(BASED ON TAX DESCRIPTION FOR PARCEL IDENTIFICATION NUMBER 15-35-100-048)

A PART OF THE NORTHWEST 1/4 OF SECTION 35, T.-3-N., R.-11-E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT N87°47'36"E, 378.42 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 35; THENCE N87°47'36"E, 870.88 FEET; THENCE S02°12'26"E, 151.00 FEET; THENCE N87°47'36"E, 176.49 FEET; THENCE ALONG A CURVE TO THE RIGHT, 141.61 FEET, SAID CURVE HAVING A RADIUS OF 90.00 FEET AND A CHORD BEARING S47°07'49"E, 127.45 FEET; THENCE S02°03'15"E, 537.56 FEET; THENCE S28°07'01"W, 179.50 FEET; THENCE S59°58'03"E, 65.00 FEET; THENCE S30°02'05"W, 180.94 FEET; THENCE S87°48'01"W, 785.96 FEET; THENCE N02°04'09"W, 38.36 FEET; THENCE S87°47'32"W, 145.23 FEET; THENCE N02°12'28"W, 49.54 FEET; THENCE N50°46'36"W, 206.76 FEET; THENCE S87°45'48"W, 211.98 FEET; THENCE N02°00'59"W, 534.37 FEET; THENCE N87°47'31"E, 295.16 FEET; THENCE N02°36'28"W, 362.48 FEET TO THE POINT OF BEGINNING, AND CONTAINING 31.12 ACRES.

LEASE PARCEL DESCRIPTION

(TAX ID NO. 15-35-601-002)

A PART OF THE NORTHWEST 1/4 OF SECTION 35, T.-3-N., R.-11-E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE S02°00'59"E, 537.94 FEET ALONG THE WEST LINE OF SECTION 35 AS MONUMENTED; THENCE N89°36'52"E, 87.04 FEET TO THE POINT OF BEGINNING ON THE EAST RIGHT OF WAY LINE OF ROCHESTER ROAD (M-150 VARIABLE WIDTH); THENCE CONTINUING N89°36'52"E, 62.56 FEET; THENCE N00°23'08"W, 30.06 FEET; THENCE N89°36'52"E, 110.84 FEET; THENCE S62°01'25"E, 74.28 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT 18.27 FEET, SAID CURVE HAVING A RADIUS OF 59.30 FEET, A CENTRAL ANGLE OF 17°39'10", AND A LONG CHORD BEARING S70°50'59"E, 18.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID REVERSE CURVE TO THE RIGHT 11.50 FEET, SAID CURVE HAVING A RADIUS OF 8.50 FEET, A CENTRAL ANGLE OF 77°31'59", AND A LONG CHORD BEARING S40°54'35"E, 10.64 FEET; THENCE S02°08'35"E, 214.30 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT 22.81 FEET, SAID CURVE HAVING A RADIUS OF 14.50 FEET, A CENTRAL ANGLE OF 90°07'36", AND A LONG CHORD BEARING S42°55'13"W, 20.53 FEET; THENCE S87°59'01"W, 43.14 FEET; THENCE S02°00'59"E, 24.00 FEET; THENCE S22°33'07"W, 41.66 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, 22.47 FEET, SAID CURVE HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 53°39'04", AND A CHORD BEARING S49°22'36"W, 21.66 FEET; THENCE S87°59'01"W, 154.80 FEET; THENCE N72°55'39"W, 16.88 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ROCHESTER ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N02°00'59"W, 325.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.946 ACRES.

20' WIDE SANITARY SEWER EASEMENT

(A PART OF PARCEL IDENTIFICATION NUMBER: 15-35-601-002 (LEASE PARCEL))

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE S02°00'59"E, 796.57 FEET ALONG THE WEST LINE OF SECTION 35 AS MONUMENTED; THENCE N87°59'01"E, 87.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ROCHESTER ROAD (M-150 VARIABLE WIDTH) AND TO THE POINT OF BEGINNING; THENCE N88°44'52"E, 21.07 FEET; THENCE N42°24'53"E, 57.15 FEET; THENCE N02°08'17"W, 149.04 FEET; THENCE N87°51'43"E, 20.00 FEET; THENCE S02°08'17"E, 157.23 FEET; THENCE S42°24'53"W, 73.90 FEET; THENCE S88°44'52"W, 29.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID ROCHESTER ROAD; THENCE N02°00'59"W 20.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SANITARY SEWER EASEMENT

PART OF THE NORTHWEST 1/4 OF SECTION 35, T.-3-N., R.-11-E.,
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

**giffels
webster**



ENGINEERS LAND SURVEYORS
PLANNERS LANDSCAPE ARCHITECTS
28 W. ADAMS, SUITE 1200
DETROIT, MICHIGAN 48226
(313) 962-4442

DATE:	08/22/14	CHECKED BY	DATE	SCALE:	N/A
DRAWN:	J.Z.B.	C.A.A.	08/14	SHEET:	3 OF 3
DESIGN:				JOB No:	18459.00
SECTION:	35	T-3-N, R-11-E			