

## **PIPELINE RIGHT-OF-WAY EASEMENT**

THIS RIGHT-OF-WAY EASEMENT made this \_\_\_\_\_ day of March, 2014, by the City of Rochester Hills, a municipal corporation in the State of Michigan,, having an address at 1000 Rochester Hills Drive, Rochester Hills, MI 48309 (hereinafter called "Grantor" whether one or more).

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto SUNOCO PIPELINE L.P., a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, and its successors and assigns (hereinafter collectively called "Grantee"), a permanent non-exclusive twenty-five foot (25') wide right-of-way and easement, ("New Easement Area") along a route as shown and described on Exhibit "A" attached hereto, to construct, install, maintain, operate, repair, inspect, alter, protect, change the size of, relocate, replace in whole or in part, remove and abandon a pipeline or pipelines and other appurtenant facilities including, but not limited to, above-ground markers, test stations and cathodic protection equipment (collectively the "Facilities") for the purpose of transporting oil, oil products, crude petroleum, natural gas, gas liquids, liquefied minerals, mineral solutions or any other liquids, gases or substances, including water, in, over, through, across, under, and along the lands owned by Grantor in the City of Rochester Hills, County of Oakland, State of Michigan, described as follows:

Parcel identification number(s): 15-13-151-008 & 15-13-276-003, being all that particular tract or parcel of land owned by Grantor or to which Grantor may have rights in said tract or parcel of land, being more specifically described in Exhibit "B" attached hereto (the "Property").

Moreover, for the same consideration set forth above, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a permanent non-exclusive twenty-five foot (25') wide right-of-way and easement containing abandoned pipeline, ("Existing Right-of-Way") (collectively, New Easement Area and Existing Right-of-Way shall be referred to herein as the "Right-of-Way") along a route as shown and described on Exhibit "A" attached hereto to allow for the grouting and abandonment in place of a certain existing pipeline all in accordance with applicable State and Federal standards under the Property.

Grantee shall have the right of ingress and egress, entry and access in, to, through, on, over, under and across the Property and any public road or public right-of-way or other easement to which Grantee has a right of access, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Easement. When practical, Grantee and its agents and contractors will provide reasonable notice prior to entry and perform work during normal business hours. In the event Grantee must enter or perform work during times the park is closed, Grantee shall be responsible for securing the park from entry by anyone else.

The Grantor may use the Right-of-Way for any and all purposes not inconsistent with the purposes set forth in this Easement. However, the Grantor may not use any part of the Right-of-Way if such use may damage, destroy, injure, or interfere with Grantee's use of the Right-of-Way for the purpose for which the Right-of-Way is being sought by Grantee. Activities for which the Grantor may not use the Right-of-Way include without limitation the following: (1) construction of any temporary or permanent buildings; (2) drilling or operation of any well; (3) removal of soil or changing the grade or slope; (4) impounding surface water; (5) planting trees or landscaping; (6) installing fences over the Right-of-Way; provided, however, that Grantor may erect a fence perpendicularly with the Right-of-Way with Grantee's prior written approval. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Right-of-Way without the written approval of the Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated by Grantor, at Grantor's sole cost and expense, upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation-, at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not, nor will Grantor permit others to, interfere in any manner with the purposes for which the Right-of-Way is being conveyed.

The Grantee shall have the right, but not the obligation, from time to time to mow the Right-of-Way and to trim, cut down or eliminate trees or shrubbery without further compensation to Grantor and in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the construction, operation and maintenance of Grantee's Facilities and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Right-of-Way which in the sole judgment of the Grantee may endanger or interfere with the efficiency, safety, or convenient operation of the Grantee's Facilities. Grantee will engage in Best Tree Management and Preservation Methods recognizing the park nature of the Right-of-Way when engaged in trimming and removal.

Grantor represents and warrants that those persons signing this Easement are all those necessary to fully transfer and convey the rights set forth in this instrument to Grantee, and Grantor herein binds itself, its heirs, executors, administrators and assigns to warrant and forever defend said rights unto Grantee, its successors and assigns, from and against any person claiming the same or any part thereof.

This Easement may be executed in any number of counterparts, each of which shall be an original of this Easement but all or which, taken together, shall constitute one and the same Easement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

The terms, conditions and provisions of this Easement are covenants running with the land and shall extend to and be binding upon the heirs, executors and administrators, personal representative, successors and assigns of the parties hereto.

Grantee shall have the right to assign this Easement and its rights and obligations hereunder, in whole or in part, and upon such assignment, any assignee shall be subject to all terms, covenants and conditions contained in this grant in the same manner and to the same extent as the original Grantee herein.

This Easement embodies the entire agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement. This Easement may be modified only by written agreement signed by Grantor and Grantee. The parties agree to take all actions reasonably necessary to implement this Easement. Grantee shall record this Easement in the real property records of the County in which the Property is located.

To the fullest extent permitted by law, Grantee shall defend, indemnify and hold harmless Grantor and Grantor's officials, employees and volunteers against any and all claims, demands, suits, or loss, including all costs and attorney fees associated therewith, and for any damages which may be asserted claimed or recovered against or from Grantor or Grantor's officials, employees or volunteers or others working on behalf of Grantor by reason of personal injury, bodily injury or death and/or property damage, including loss of use or pollution thereof, which arises out of or is in any way connected or associated with Grantee's construction, installation, maintenance, operation, repair, inspection, alternation, protection, re-sizing, relocation, replacement, removal and/or abandonment of a pipeline or pipelines and other appurtenant facilities on the Property, except for any and all claims, demands, suits, or loss caused by the Grantor or Grantor's officials, employees, or volunteers negligence or willful misconduct.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year aforesaid.

**GRANTOR(S):** The City of Rochester Hills

\_\_\_\_\_  
By: Bryan Barnett  
Title: Mayor, City of Rochester Hills

STATE OF MICHIGAN  
  §  
COUNTY OF OAKLAND

BEFORE ME, the undersigned authority, on this day personally appeared Bryan Barnett, Mayor of the City of Rochester Hills, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of March, 2014.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_ County, acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

This instrument prepared by  
James E. Franciscus  
and when recorded return to:  
SUNOCO PIPELINE L.P.  
Attn: Right-Of-Way Department  
525 Fritztown Road  
Sinking Spring, PA 19608  
610-670-3200



**EXHIBIT A**  
**“Right of Way Plan”**

## EXHIBIT B

### Legal Description for Property

#### Parcel 1

A parcel of land in the City of Rochester Hills, County of Oakland, State of Michigan, known as tax map parcel 15-13-151-008 located in Section 13, Township 3 North, Range 11 East, more particularly described as follows:

Part of west half (W ½ ) of Northwest quarter (NW ¼) Beginning at point distant South 86° 04'00" East 45 feet and North 01°25'30" East 250.05 feet from West quarter (West ¼ ) corner, thence North 01°25'30" East 829.95 feet, thence South 87°15'28" East 355 feet, thence North 01°25'30" East 250 feet, thence South 87°15'28" East 902.90 feet, thence South 01°40'00" East 1084.46 feet, thence North 86°04'00" West 1275.23 feet to beginning, also that part of East half of Northwest quarter ( E ½ of NW ¼) and Northeast quarter (NE ¼) lying Southerly of MCRR right-of-way except South 250 feet of West 160 feet, also that part of East half of Southeast quarter (E ½ of SE ¼) lying Southwesterly of MCRR right-of-way and Northerly of centerline of Avon Road.

#### Parcel 2

A parcel of land in the City of Rochester Hills, County of Oakland, State of Michigan, known as tax map parcel 15-13-276-003 located in Township Three (3) North, Range (11) East, Section Thirteen (13) more particularly described as follows:

Railroad right-of-way across the following North half of Northwest quarter, Northwest quarter of the Northeast quarter, South half of the Northeast quarter, Northeast quarter of Southeast quarter (N ½ of NW ¼, NW ¼ of NE ¼ , S ½ of NE ¼ , NE ¼ of SE ¼ ).

Being a portion of that property conveyed to the City of Rochester Hills by State of Michigan Department of Natural Resources by Deed dated December 17<sup>th</sup>, 1993 and recorded in Liber 14718 on page 651 in the Office of Register of Deeds in Oakland County, Michigan.