



Received & Sealed For Record
MARK F. FAIRCHILD REGISTER OF DEEDS
Muskegon County Michigan
08/08/2008 11:41A LIBER 3788 PAGE 36



WATERMAIN EASEMENT

THIS EASEMENT is granted this 30th day of July, 2008, by
K.J.J. Realty, LLC, whose address is 1130 E. Mt. Garfield Rd.
City of Norton Shores, Muskegon, MI 49441 hereinafter referred to as "**Grantor**," to the City
of Norton Shores, a Michigan municipal corporation, whose address is 4814 Henry Street,
Muskegon, Michigan, hereinafter referred to as "**City**";

WITNESSETH:

For a consideration of One and no/100 (\$1.00) Dollar paid to Grantor, the receipt of which is acknowledged, the Grantor grants to City, its successors and assigns, a non-exclusive, perpetual easement and right-of-way over, under, through and across a certain parcel of land situated in the City of Norton Shores, County of Muskegon and State of Michigan, the parcel of land being owned by Grantor in fee simple as follows:

See attached **Exhibit A**.

The Easement shall consist of a portion of the above described parcel of property designated as:

See attached **Exhibit A**.

This Easement is exempt from transfer tax by reason of MCL 207.526, Section 6(a); and MCL 207.505, Section 5(a).

The easement and right-of-way granted to the City shall be for the purpose of the construction and installation of a water main and its appurtenant valves, hydrants and accessories, over, under, through and across the Easement for the purpose of constructing, operation, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the water main and its appurtenant valves, hydrants and accessories which are running under, through and across the Easement.

The easement and right-of-way granted to the City shall include the right to enter upon sufficient land of Grantor adjacent to the Easement ("**Adjacent Land**") as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of said water main, together with the right to install intersecting water lines therein.

TERM: The easement and right-of-way under, through and across the Easement for the use and benefit of City, its successors and assigns, shall be perpetual.

AUTHORITY: Grantor warrants that they have the right and authority to grant this easement as above-described and own the lands covered by the Easement.

RESTORATION: The easement and right-of-way shall include, but not be limited to, City's right to enter upon the Easement at such times as may be reasonably necessary to construct, maintain, repair, replace, reinstall and inspect its water main, across, through and under the above-described Easement Description. City shall have the further right to remove trees, brush and undergrowth and other obstructions situated upon the Easement interfering with the location, construction, maintenance or repair of the water main. City shall be obligated, at its sole expense (i) to fill and grade to ground level the trench or ditch occupied by the water main and (ii) to restore the drives, parking areas, shrubs or grass to their former condition insofar as is reasonably possible.

INDEMNIFICATION: City agrees to fully defend, indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of or in any way connected with the construction, installation, repair, maintenance or presence of said water main, over, under and across the parcel of land of Grantor. This conveyance includes a release of any and all claims for damages arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

The Grantor has caused this Easement to be signed the day and year first above written. This instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns.

By: GRANTOR(S)

By:

Roy Johnson
(Printed Name and Title)

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

Acknowledged before me in Muskegon County, Michigan, on
30th day of July, 2008, by Roy Johnson, President.

Sign here:

Type here:

B. Jean Elwell
B. JEAN ELWELL

Notary Public

Muskegon County, Michigan

My Commission Expires: 01/22/2011

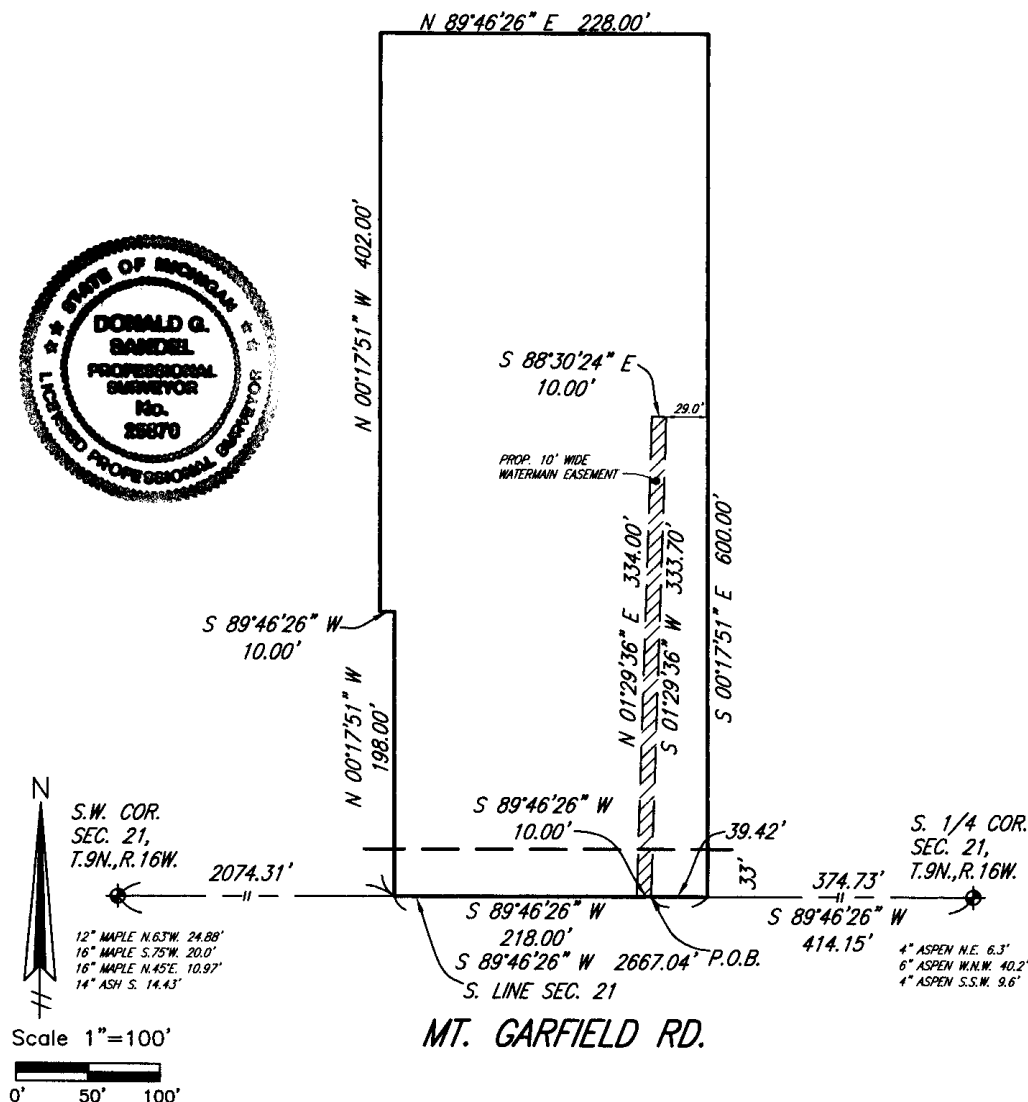
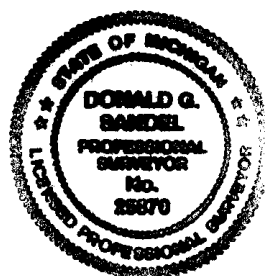
Acting in Muskegon County, Michigan

Prepared by: Department of Public Works
Return to: City of Norton Shores
City Clerk
4814 Henry Street
Norton Shores, MI 49441

 5288902
L-3788 P-36
Mark Fairchild, Muskegon Co ROD 034 08/08/2008 11:41A
Page: 2 of 3

CERTIFICATE OF SURVEY

A 10 foot wide easement for water line purposes in the Southeast 1/4 of the Southwest 1/4 of Section 21, Town 9 North, Range 16 West, City of Norton Shores, Muskegon County Michigan described as beginning on the South line of said Section South 89 degrees 46 minutes 26 seconds West distant 414.15 feet from the South 1/4 corner of Section 21; thence continuing along said South line of Section 21 South 89 degrees 46 minutes 26 seconds West 10.00 feet; thence North 01 degrees 29 minutes 36 seconds East 334.00 feet; thence South 88 degrees 30 minutes 24 seconds East 10.00 feet; thence South 01 degrees 29 minutes 36 seconds West 333.70 feet to the point of beginning.



Donald G. Sandel Professional Surveyor No. 25870		Milanowski and Englert Engineering and Surveying, Inc. 927 Beechtree Street, Suite 3 Grand Haven, Michigan 49417 Phone (616) 847-4070 Fax (616) 847-6626	
I certify that I have surveyed the land as described and shown hereon and that there are no visible encroachments except as shown and that the requirements of P.A. 132 have been complied with. Error of Closure _____ Basis of Bearings _____ This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.		LEGEND <input type="checkbox"/> SET CON. MON. <input checked="" type="checkbox"/> FOUND CONC. MON. <input type="checkbox"/> SET CAPPED IRON <input type="checkbox"/> SET MAG NAIL <input checked="" type="checkbox"/> FOUND IRON P. PLATTED M. MEASURED D. DESCRIBED	
FOR RIVER CITY ROLLFORM, INC. Sec. 21-9-16 CITY OF NORTON SHORES DATE 7-29-2008 DRAWN BY TV SHEET 1 of 1 JOB NO. 13411		Sec. 21-9-16 CITY OF NORTON SHORES DATE 7-29-2008 DRAWN BY TV SHEET 1 of 1 JOB NO. 13411	



Received & Sealed For Record
MARK F. FAIRCHILD REGISTER OF DEEDS
Muskegon County Michigan
08/26/2008 12:10P LIBER 3789 PAGE 408



WATERMAIN EASEMENT

FOR AND IN CONSIDERATION OF the sum of one dollar and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned River City Rollform, Inc., whose address is 1130 E. Mt. Garfield Road, City of Norton Shores, Muskegon, Michigan 49441 hereby grants and conveys to the CITY OF NORTON SHORES, a Michigan Municipal Corporation, 4814 Henry Street, Norton Shores, Michigan 49441, a perpetual easement for purposes of trenching for laying, construction, maintaining, repairing and replacing a watermain for the City water system in, over and upon the following described property located in the City of Norton Shores, County of Muskegon, to wit:

See attached Exhibit "A"

To have and to hold easement unto the City of Norton Shores and unto its successors and assigns, forever.

Grantor covenants with the Grantee that the Grantee's employees and contractors may, upon reasonable notice to Grantor, come onto the Premises to perform any acts necessary or convenient to carry into effect the purposes of this easement and that Grantor will not in any manner interfere with the watermain or Grantee's right to construct, maintain, connect customers, operate, repair or replace the same, subject to the following terms and conditions:

- a) Any construction, maintenance, repair or replacement shall be performed by Grantee so as to not unreasonably interfere with the use of the Premises by Grantor and its employees, tenants, invitees, agents and assignees, and without cost to Grantor.
- b) Upon completion of any construction, maintenance, repair or replacement, Grantee shall restore the Premises, and other of Grantor's property affected by Grantee's exercise of its rights under this easement, to the same condition as it was prior to such construction, maintenance, repair or replacement, and without cost to Grantor.
- c) Grantee shall indemnify and hold harmless Grantor from and against all claims, damages, liabilities, costs and expenses which may arise from the exercise of Grantee's rights under this easement.

Grantee retains all other property rights in the Premises, including, but not limited to, the right to utilize the Premises to construct thereon signs, sidewalks, driveways, curbs, gutters, landscaping, plantings and traffic control devices.

Grantor reserves the right to grant others additional easement rights in the Premises for the installation, maintenance, repair and replacement of gas, electric power, and telephone structures and lines, subject to Grantee's approval, not to be withheld unreasonably, as to the location and size of the proposed easement and utilities. All such additional easements shall be subject to the prior rights of Grantee. All additional expenses incurred by Grantee in the construction, maintenance, repair or replacement of its watermain in the Premises resulting from these additional easements and the presence of gas, electric power or telephone structures and lines shall be assumed by the owners of the structures or lines causing such extra expense.

Witnesses:

River City Rollform, Inc.
1130 E. Mt. Garfield Rd.
Norton Shores, Michigan 49441

Sign here: B. Jean Elwell
Type or B. JEAN ELWELL
Print here: _____

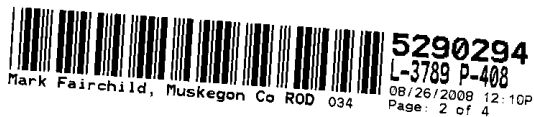
Roy Johnson
Roy Johnson

Sign here: Constance W. Balda
Type or _____
Print here: CONSTANCE W. BALDA

STATE OF MICHIGAN)
) ss
COUNTY OF MUSKEGON)

Personally came before me this 15th day of August, 2008, Roy Johnson, President of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Corporation, and acknowledged that he executed the foregoing instrument as such Officer as the free act and deed of said Corporation, by its authority.

B. Jean Elwell
Notary Public B. JEAN ELWELL
Muskegon County, Michigan
Acting in Muskegon County
My Commission expires: 01/32/2011



Prepared by:
Milanowski & Englert
Engineering & Surveying Inc.
927 Beechtree St., Suite 3
Grand Haven, Michigan 49417
616-847-4070

Return to: City Clerk
City of Norton Shores
4814 Henry Street
Norton Shores, Michigan 49441

CERTIFICATE OF SURVEY

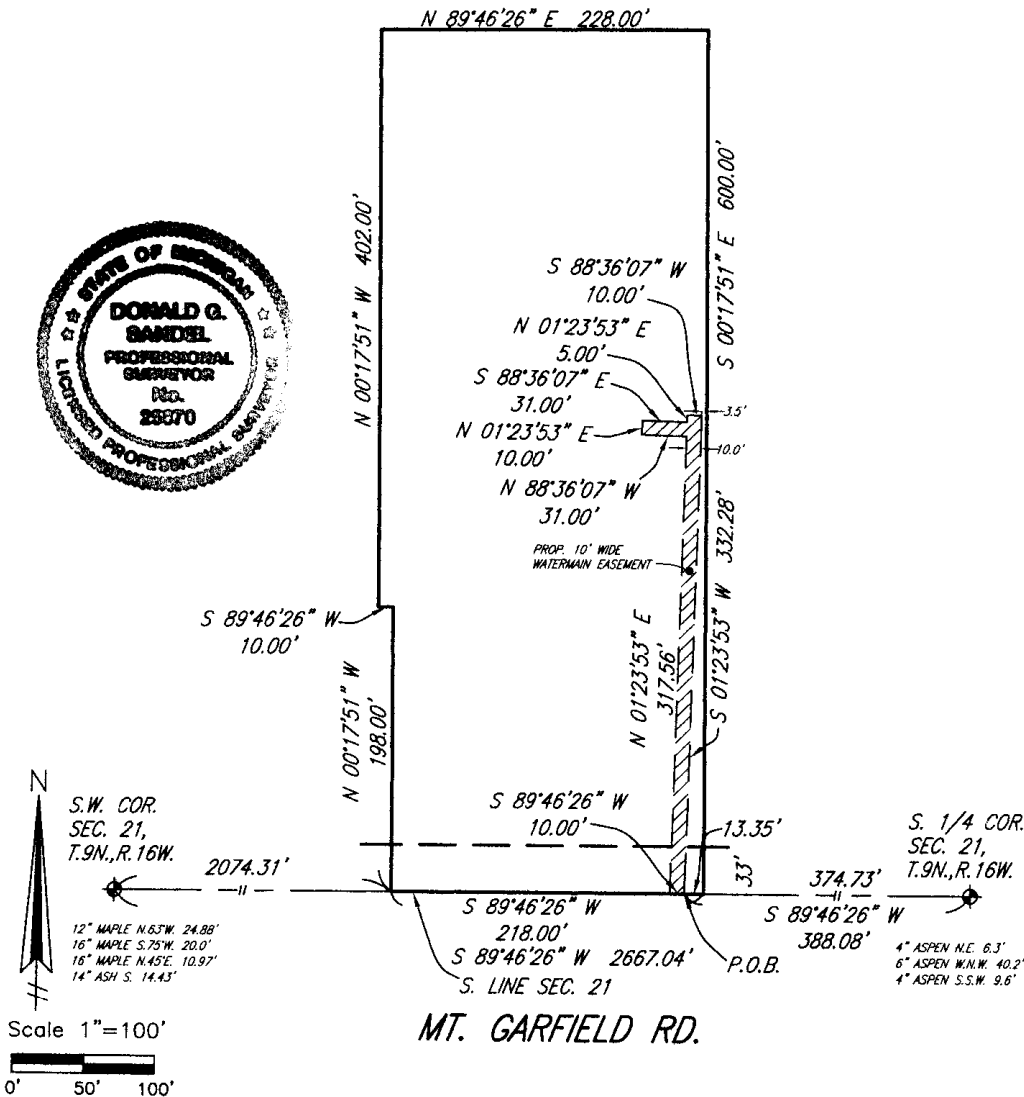
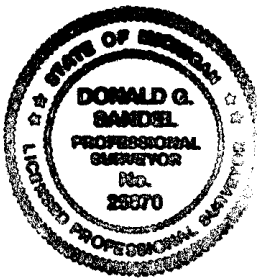
WATERLINE EASEMENT

A 10 foot wide waterline easement over that part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Town 9 North, Range 16 West, City of Norton Shores, Muskegon County, Michigan described as: Beginning on the South line of said Section 21 South 89 degrees 46 minutes 26 seconds West distant 388.08 feet from the South $\frac{1}{4}$ corner of said Section 21; thence continuing along the South Section line South 89 degrees 46 minutes 26 seconds West 10.00 feet; thence North 01 degrees 23 minutes 53 seconds East 317.56 feet; thence North 88 degrees 36 minutes 07 seconds West 31.00 feet; thence North 01 degrees 23 minutes 53 seconds East 10.00 feet; thence South 88 degrees 36 minutes 07 seconds East 31.00 feet; thence North 01 degrees 23 minutes 53 seconds East 5.00 feet; thence South 88 degrees 36 minutes 07 seconds East 10.00 feet; thence South 01 degrees 23 minutes 53 seconds West 332.28 feet to the point of beginning.



Mark Fairchild, Muskegon Co ROD 034

Page: 3 of 4



MT. GARFIELD RD.

Donald G. Sandel

Donald G. Sandel Professional Surveyor No. 25870

I certify that I have surveyed the land as described and shown hereon and that there are no visible encroachments except as shown and that the requirements of P.A. 132 have been complied with.

This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND

- ☐ SET CON. MON
- ☐ FOUND CONC. MON
- ☐ SET CAPPED IRON
- ☐ SET MAG. NAIL
- ☐ FOUND IRON
- ☐ PLATTED
- ☐ MEASURED
- ☐ DESCRIBED

Milanowski and Englert
Engineering and Surveying, Inc.
927 Beechtree Street, Suite 3
Grand Haven, Michigan 49417
Phone (616) 847-4070 Fax (616) 847-6626

FOR RIVER CITY ROLLFORM, INC.

Sec. 21-9-16 CITY OF NORTON SHORES

DATE 8-12-2008

DRAWN BY TV

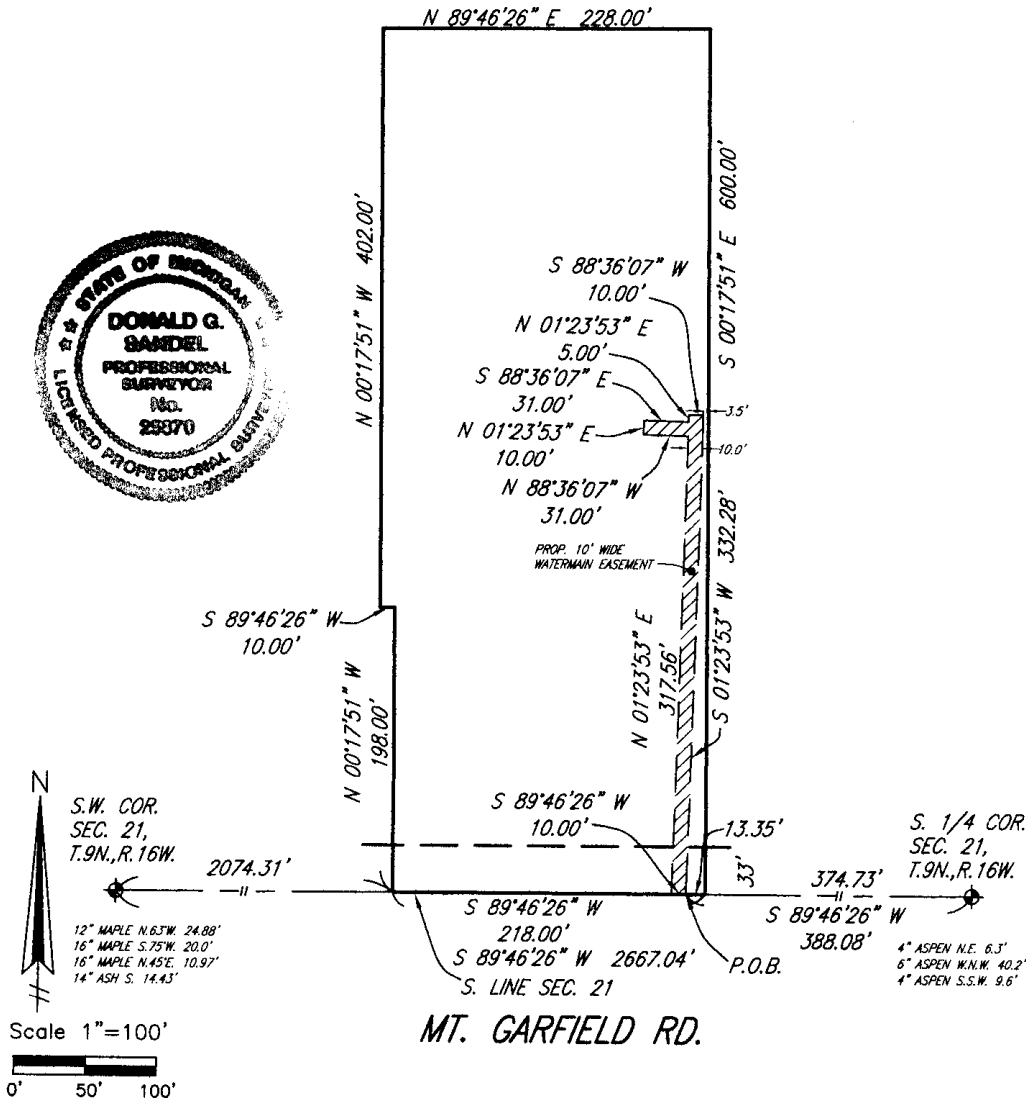
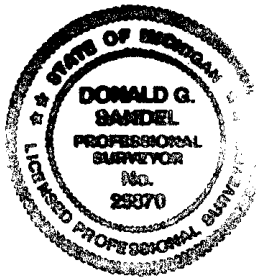
SHEET 1 of 1

JOB NO. 13411

CERTIFICATE OF SURVEY

WATERLINE EASEMENT

A 10 foot wide waterline easement over that part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Town 9 North, Range 16 West, City of Norton Shores, Muskegon County, Michigan described as: Beginning on the South line of said Section 21 South 89 degrees 46 minutes 26 seconds West distant 388.08 feet from the South $\frac{1}{4}$ corner of said Section 21; thence continuing along the South Section line South 89 degrees 46 minutes 26 seconds West 10.00 feet; thence North 01 degrees 23 minutes 53 seconds East 317.56 feet; thence North 88 degrees 36 minutes 07 seconds West 31.00 feet; thence North 01 degrees 23 minutes 53 seconds East 10.00 feet; thence South 88 degrees 36 minutes 07 seconds East 31.00 feet; thence North 01 degrees 23 minutes 53 seconds East 5.00 feet; thence South 88 degrees 36 minutes 07 seconds East 10.00 feet; thence South 01 degrees 23 minutes 53 seconds West 332.28 feet to the point of beginning.



Donald G. Sandel

Donald G. Sandel Professional Surveyor No. 25870

I certify that I have surveyed the land as described and shown hereon and that there are no visible encroachments except as shown and that the requirements of P.A. 132 have been complied with.

Error of Closure
Bearing of Bearings

This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND

- ☐ SET CON. MON
- ☒ FOUND CONC. MON
- ☐ SET CAPPED IRON
- ☐ SET MAG. NAIL
- ☒ FOUND IRON
- ☐ P. PLATTED
- ☐ M. MEASURED
- ☐ D. DESCRIBED

Milanowski and Englert
Engineering and Surveying, Inc.
927 Beechtree Street, Suite 3
Grand Haven, Michigan 49417
Phone(616)847-4070 Fax(616)847-6626

FOR RIVER CITY ROLLFORM, INC.

Sec. 21-9-16 CITY OF NORTON SHORES

DATE 8-12-2008

DRAWN BY TV

SHEET 1 of 1

JOB NO. 13411



WATER MAIN EASEMENT

THIS EASEMENT is granted this 7th day of May, 2012 by City of Norton Shores, whose address is 4814 Henry Street, Norton Shores, MI 49441, hereinafter referred to as "**Grantor**," to the City of Norton Shores, a Michigan municipal corporation, whose address is 4814 Henry Street, Norton Shores, Michigan, hereinafter referred to as "**City**";

WITNESSETH:

For a consideration of One and no/100 (\$1.00) Dollar paid to Grantor, the receipt of which is acknowledged, the Grantor grants to City, its successors and assigns, a non-exclusive, perpetual easement and right-of-way over, under, through and across a certain parcel of land situated in the City of Norton Shores, County of Muskegon and State of Michigan, the parcel of land being owned by Grantor in fee simple as follows:

1174 East Mt. Garfield Road, PP #61-17-121-300-0053-10

The Easement shall consist of a portion of the above described parcel of property designated as:

See attached **Exhibit A**

This Easement is exempt from transfer tax by reason of MCL 207.526, Section 6(a); and MCL 207.505, Section 5(a).

The easement and right-of-way granted to the City shall be for the purpose of the construction and installation of a water main, its appurtenant valves, hydrants and accessories, over, under, through and across the Easement for the purpose of constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the water main and its appurtenant valves, hydrants and accessories which are running under, through and across the Easement.

The easement and right-of-way granted to the City shall include the right to enter upon sufficient land of Grantor adjacent to the Easement ("**Adjacent Land**") as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of said water main, together with the right to install intersecting water lines therein.

TERM: The easement and right-of-way under, through and across the Easement for the use and benefit of City, its successors and assigns, shall be perpetual.

AUTHORITY: Grantor warrants that they have the right and authority to grant this easement as above-described and own the lands covered by the Easement.

RESTORATION: The easement and right-of-way shall include, but not be limited to, City's right to enter upon the Easement at such times as may be reasonably necessary to construct, maintain, repair, replace, reinstall and inspect its water main, across, through and under the above-described Easement Description. City shall have the further right to remove trees, brush and undergrowth and other obstructions situated upon the Easement interfering with the location, construction, maintenance or repair of the water main. City shall be obligated, at its sole expense (i) to fill and grade to ground level the trench or ditch occupied by the water main and (ii) to restore the drives, parking areas, shrubs or grass to their former condition insofar as is reasonably possible.

INDEMNIFICATION: City agrees to fully defend, indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of or in any way connected with the construction, installation, repair, maintenance or presence of said water main, over, under and across the parcel of land of Grantor. This conveyance includes a release of any and all claims for damages arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

The Grantor has caused this Easement to be signed the day and year first above written. This instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns.

By: GRANTOR(S)

By: [Signature]

Gary Nelund, Mayor

By: [Signature]

Lynne A. Fuller, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

Acknowledged before me in Muskegon County, Michigan, on May 7, 2012,
by Gary Nelund, Mayor and Lynne A. Fuller, City Clerk

Sign here:
Type here:

M.D. Stibitz

MD STIBITZ
Notary Public,
Muskegon County, Michigan
My Commission Expires: 12/13/2013
Acting in Muskegon County, Michigan

Notary Public

Muskegon County, Michigan
My Commission Expires: 12-13-2013
Acting in Muskegon County, Michigan

Prepared by: Department of Public Works
Return to: City of Norton Shores
City Clerk
4814 Henry Street
Norton Shores, MI 49441

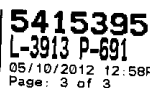


EXHIBIT "A"



A 20 FOOT WIDE STRIP OF LAND IN THE SOUTHWEST 1/4 OF SECTION 21 T9N R16W, CITY OF NORTON SHORES, MUSKEGON COUNTY, MICHIGAN THE CENTERLINE OF WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE S89°46'26"W 109.73 FEET ALONG THE SOUTH LINE OF SAID SECTION 21; THENCE N00°17'51"W 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF MOUNT GARFIELD ROAD AND THE POINT OF BEGINNING; THENCE N00°17'51"W 268.61 FEET TO REFERENCE POINT "A"; THENCE N00°17'51"W 348.93 FEET TO REFERENCE POINT "B"; THENCE N00°17'51"W 10.00 FEET TO REFERENCE POINT "C"; THENCE N00°17'51"W 350.00 FEET; THENCE N45°17'51"W 17.63 FEET TO REFERENCE POINT "D"; THENCE N45°17'51"W 38.93 FEET THENCE N00°17'51"W 109.36 FEET TO REFERENCE POINT "E"; THENCE S89°53'07"W 204.76 FEET TO REFERENCE POINT "F"; THENCE S89°53'07"W 248.24 FEET TO THE POINT OF ENDING OF SAID CENTERLINE. RECOMMENCING AT REFERENCE POINT "A" THENCE S89°42'09"W 30.00 FEET; THENCE S00°17'51"E 30.00 FEET TO THE POINT OF ENDING OF SAID CENTERLINE. RECOMMENCING AT REFERENCE POINT "B" THENCE N90°00'00"E 25.00 FEET TO THE POINT OF ENDING OF SAID CENTERLINE. RECOMMENCING AT REFERENCE POINT "C" THENCE N90°00'00"W 234.78 FEET; THENCE S45°00'00"W 87.27 FEET TO THE POINT OF ENDING OF SAID CENTERLINE; RECOMMENCING AT REFERENCE POINT "D" THENCE N44°42'09"E 20.00 FEET TO THE POINT OF ENDING OF SAID CENTERLINE. RECOMMENCING AT REFERENCE POINT "E" THENCE N89°53'07"E 75.00 FEET TO THE POINT OF ENDING OF SAID CENTERLINE. RECOMMENCING AT REFERENCE POINT "F" THENCE S00°00'00"W 97.00 FEET; THENCE S45°00'00"W 17.00 FEET TO END OF SAID CENTERLINE. ALL SIDE LINES ARE TO EXTEND OR SHORTEN SO AS TO ALLOW NO GAPS OR OVERLAPS AT ANGLE POINTS.

Grand Rapids, Michigan 49525
Fax : (616) 364-6955
Date : 11/30/11
Revised : 1/09/12





Received & Sealed For Record
MARK F. FAIRCHILD REGISTER OF DEEDS
Muskegon County Michigan
06/26/2012 11:15A LIBER 3917 PAGE 935



EASEMENT FOR UNDERGROUND ELECTRIC LINES

Notification # 1014852251
Design Doc # 10277525
Tax Code # 617225

Parties: "Owner" is City of Norton Shores, a Michigan Municipal Corporation.
Owner's mailing address is 85 E. Mount Garfield Rd., Muskegon MI 49441

"Consumers" is CONSUMERS ENERGY COMPANY, a Michigan corporation. Consumers' address is One Energy Plaza, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)], Owner grants Consumers a permanent easement to enter "Owner's Land" to construct, operate, inspect, maintain, replace, improve, remove, and enlarge an underground electric line in, on, under, and across a portion of "Owner's Land," called "the Easement Area." Owner's Land is in the City of Norton Shores, County of Muskegon, and State of Michigan and is described in the attached Exhibit A. The Easement Area is within Owner's Land and is described in the attached Exhibit B. The underground electric lines may consist of underground cables (including fiber-optic cable), conduits, wires, conductors, subsurface junction vaults, surface-mounted transformers and enclosures, and other equipment for transmitting and distributing electrical energy and communications signals.

Trees and Other Vegetation: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation, within the Easement Area.

Buildings/Structures: Owner shall not: 1) locate any buildings, structures, septic systems, drain fields, fuel tanks, ponds, or swimming pools within the Easement Area, 2) plant any trees within the Easement Area, or 3) change the ground elevation within the Easement Area. If Owner violates this provision, Owner shall reimburse Consumers for any expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating the electric line on Owner's Land, this easement shall automatically apply to such relocated line.

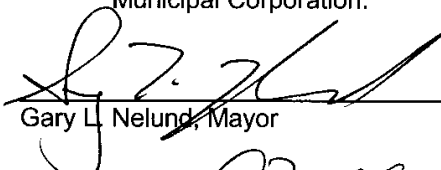
Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.


4/
23

Date: May 7, 2012

Owner: City of Norton Shores, a Michigan
Municipal Corporation.



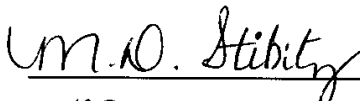
Gary L. Nelund, Mayor



Lynne A. Fuller, City Clerk

Acknowledgment

The foregoing instrument was acknowledged before me in Muskegon County, Michigan,
on May 7, 2012 by Gary L. Nelund, Mayor and Lynne A. Fuller, City Clerk of the
Date Print Owner's Name(s)
City of Norton Shores, a Michigan Municipal Corporation, for the corporation



Muskegon Notary Public
County, Michigan
Acting in Muskegon County
My Commission expires: 12-13-2013

MD STIBITZ
Notary Public,
Muskegon County, Michigan
My Commission Expires: 12/13/2013
Acting in the County of Muskegon

Prepared By: Gina A. Powyszynski 02/13/2012
Consumers Energy Company
Muskegon Service Center
2021 Hoyt St.
Muskegon MI 49444

REI After recording, return to:
Loretta Lester, EP7-456
Business Services
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

 **5419635**
L-3917 P-935
06/26/2012 11:15A
Page: 2 of 4
Mark Fairchild, Muskegon Co ROD 034

EXHIBIT A

Owner's Land

Part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 9 North, Range 16 West, City of Norton Shores, Muskegon County, State of Michigan, described as:

Beginning at a point on the South line of Section 21 that is 74.73 feet South 89° 46' 26" West of the South 1/4 corner of said section; thence South 89° 46' 26" West 300 feet along the South line of said section; thence North 00° 17' 51" West 600 feet; thence South 89° 46' 26" West 228 feet; thence North 00° 17' 51" West 570.75 feet; thence North 89° 53' 17" East 528 feet; thence South 00° 17' 51" East 1169.70 feet to the point of beginning.

(Parcel ID# 27-121-300-0053-10; 1174 E. Mt. Garfield Rd, Muskegon MI 49441)

EXHIBIT B

Easement Area

A 12-foot-wide strip of land, being 6 feet on each side of the centerline of the underground electric line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.







WATERMAIN EASEMENT

THIS EASEMENT is granted this 11th day of December, 2012, by KJJ Realty, LLC, whose address is 1130 East Mount Garfield Road, Norton Shores, MI, hereinafter referred to as "**Grantor**," to the City of Norton Shores, a Michigan municipal corporation, whose address is 4814 Henry Street, Muskegon, Michigan, hereinafter referred to as "**City**";

WITNESSETH:

For a consideration of One and 00/100 (\$1.00) Dollars paid to Grantor, the receipt of which is acknowledged, the Grantor grants to City, its successors and assigns, a non-exclusive, perpetual easement and right-of-way over, under, through and across a certain parcel of land situated in the City of Norton Shores, County of Muskegon and State of Michigan, the parcel of land being owned by Grantor in fee simple as follows:

Parcel # 27-121-300-0053-00 whose address is 1130 East Mount Garfield Road
Description: City of Norton Shores; Part of Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Town 9 North, Range 16 West. Described as beginning at a point on the South Section line at Section 21 that is 374.73 feet South $89^{\circ} 46' 26''$ West of South $\frac{1}{4}$ corner of said Section 21; Thence North $00^{\circ} 17' 51''$ West, 198 feet; Thence South $89^{\circ} 46' 26''$ West 10 feet; Thence North $00^{\circ} 17' 51''$ West, 402 feet; Thence North $89^{\circ} 46' 26''$ East, 228 feet; Thence South $00^{\circ} 17' 51''$ East, 600 feet to Point of Beginning (P.O.B); Excludes South 33 feet For Road Right of Way.

The Easement shall consist of a portion of the above described parcel of property designated as:

A 15 foot water main easement over that part of the Southeast $\frac{1}{4}$ at the Southwest $\frac{1}{4}$ of Section 21, Town 9 North, Range 16 West, City of Norton Shores, Muskegon County, Michigan described as starting on the South line of said Section 21 South 89 degrees 46 minutes 26 seconds West 388.08 feet from the South $\frac{1}{4}$ corner of said Section 21; Thence North 1 degree 23 minutes 53 seconds East 332.28 feet to Point of Beginning (P.O.B); Thence North 88 degrees 36 minutes 7 seconds East 3.52 feet to a point on the East property line; Thence North 0 degrees 17 seconds 51 minutes West 267.85 feet along the East property line to the Northeast property corner; Thence South 89 degrees 46 minutes 26 seconds West 30 feet along the North property line; Thence South 0 degrees 17 minutes 51 seconds East 25.00 feet; Thence North 89 degrees 46 minutes 26 seconds East 15 feet; Thence South 0 degrees 17 minutes 51 seconds East 242.85 feet; Thence North 88 degrees 36 minutes 7 seconds East 11.48 feet to Point of Beginning (P.O.B).

This Easement is exempt from transfer tax by reason of MCL 207.526, Section 6(a); and MCL 207.505, Section 5(a).

The easement and right-of-way granted to the City shall be for the purpose of the construction and installation of a water main and its appurtenant valves, hydrants and accessories, over, under, through and across the Easement for the purpose of constructing, operation, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the water main and its appurtenant valves, hydrants and accessories which are running under, through and across the Easement.

The easement and right-of-way granted to the City shall include the right to enter upon sufficient land of Grantor adjacent to the Easement ("**Adjacent Land**") as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of said water main, together with the right to install intersecting water lines therein.

TERM: The easement and right-of-way under, through and across the Easement for the use and benefit of City, its successors and assigns, shall be perpetual.

AUTHORITY: Grantor warrants that they have the right and authority to grant this easement as above-described and own the lands covered by the Easement.

RESTORATION: The easement and right-of-way shall include, but not be limited to, City's right to enter upon the Easement at such times as may be reasonably necessary to construct, maintain, repair, replace, reinstall and inspect its water main, across, through and under the above-described Easement Description. City shall have the further right to remove trees, brush and undergrowth and other obstructions situated upon the Easement interfering with the location, construction, maintenance or repair of the water main. City shall be obligated, at its sole expense (i) to fill and grade to ground level the trench or ditch occupied by the water main and (ii) to restore the drives, parking areas, shrubs or grass to their former condition insofar as is reasonably possible.

INDEMNIFICATION: City agrees to fully defend, indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of or in any way connected with the construction, installation, repair, maintenance or presence of said water main, over, under and across the parcel of land of Grantor. This conveyance includes a release of any and all claims for damages arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

The Grantor has caused this Easement to be signed the day and year first above written. This instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns.

By: GRANTOR(S):KJJ Realty, LLC

By: [Signature]
ROY JOHNSON OFFICER
(Printed Name and Title)

By: _____

(Printed Name and Title)

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

Acknowledged before me in Muskegon County, Michigan, on
December 11, 2012, by Ray Johnson, Officer.

Sign here:
Type here:

[Signature]
LYNNE A. FULLER
Notary Public,
Muskegon County, Michigan
My Commission Expires 09/25/2018
Acting in _____ County, Michigan

Prepared by: Department of Public Works
Return to: City of Norton Shores
City Clerk
4814 Henry Street
Norton Shores, MI 49441

2



PROPOSED WATER MAIN EASEMENT

N 89° 46' 26" E 228.00'

NORTH
SCALE: 1"=60'

N 00° 17' 51" W 402.00'

1130 EAST MT. GARFIELD ROAD
PARCEL # 27-121-300-0053-00

PROPOSED WATER MAIN EASEMENT

S00°17'51"E
25.00'

N89°46'26"E
15.00'

S 00° 17' 51" E 242.85'

N 00° 17' 51" W 267.85'

N88°36'07"E
11.48'

N01°23'53"E
5.00'

S88°36'07"E
31.00'

N01°23'53"E
10.00'

N88°36'07"W
31.00'

S88°36'07"W
10.00'

N88°36'07"E
3.52'

P.O.B.

S 00° 17' 51" E 600.00'

S 89° 46' 26" W
10.00'

N 00° 17' 51" W 198.00'

EXISTING WATER MAIN EASEMENT
L-3788, P-36

N 01°23' 53"E 317.56'

N 01°23' 53"E 332.28'

SW. 1/4 COR.
SEC. 21
T.9N., R.16W

2074.31'

33.00' ROAD EASEMENT

13.35'

N 89° 46' 26" E 218.00'

N 89° 46' 26" E 2667.04'
S. LINE SEC. 21

S. 1/4 COR.
SEC. 21
T.9N., R.16W

S89°46'26"W
388.08'

MT. GARFIELD ROAD

FOR: RIVER CITY ROLLFORM, INC.
Sec: 21-9-16, CITY OF NORTON SHORES
DATE: 11-16-2012



5434878
L-3933 P-191

Non-Order Search Mark Fairchild, Muskegon Co ROD 034

12/11/2012 03:24P
Page: 3 of 3

WARRANTY DEED

STATUTORY FORM

F I 3

KNOW ALL MEN BY THESE PRESENTS: That PAUL I. GARTON, a single man

whose address is 1931 Riegler Road, Muskegon, Michigan

Convey and Warrant to FLOYD WATSON, a single man and SUSAN FREEMAN, a single woman

whose street number and postoffice address is 14526 Hickory Street, Spring Lake, Michigan and 3527 Hoyt Street, Muskegon Heights, Michigan respectively the following described premises situated in the City of Norton Shores County of Muskegon and State of Michigan, to-wit:

The East 264.00 feet of the West 1188.00 feet of that part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Town 9 North, Range 16 West, lying East of the center line of Grand Haven Road, EXCEPT the North 165.00 feet thereof, together with and subject to a 33.00 foot easement 16.5 feet either side of the following described center line: Commencing on the South line of said Section 21 a distance of 924.00 feet East of the center line of Grand Haven Road for point of beginning, thence North and parallel to the centerline of Grand Haven Road 1170.05 feet to the point of ending, City of Norton Shores, Muskegon County, Michigan.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of SEVEN THOUSAND AND NO/100 (\$7,000.00)-----Dollars

easements and restrictions of record; also subject to acts, omissions, subject to encumbrances and unpaid taxes of second parties from and after April 4, 1973.

Dated this 3rd day of May 19 74

Signed in the presence of:

Signed by:

Barbara L. Bastian
Barbara L. Bastian
Robert C. Hendrick
Robert C. Hendrick

Paul I. Garton
Paul I. Garton
NOTARY PUBLIC
MUSKEGON
COUNTY, MICHIGAN

14 MAY 15 PM 3 51

STATE OF MICHIGAN
COUNTY OF Muskegon

NOTARY OF DEEDS

The foregoing instrument was acknowledged before me this 3rd day of May

19 74 by PAUL I. GARTON, a single man

My Commission expires December 15th 19 74

Robert C. Hendrick
Robert C. Hendrick
Notary Public,
Muskegon County, Michigan

County Treasurer's Certificate
15/14/74
No 5714

City Treasurer's Certificate

REAL ESTATE
P. G. F.

When Recorded Return To:

✓ Clyde Hendricks
Grand Haven, MI

Send Subsequent Tax Bills To:

Drafted by: OFFICE OF:

CLYDE HENDRICK, INC., REALTORS
Business Address 2301 Peck Street
Muskegon Heights, Michigan

Tax Parcel # _____ Recording Fee _____ Revenue Stamps _____

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

LIBER 1036 PAGE 642