

RECORDING COMPLETED
AT REGISTER OF DEEDS
APR 19 2006
Ruth Johnson Register of Deeds
Oakland County, MI

LIBER 37456 PG 571

RECEIVED
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Oakland County, MI

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LIBER 37456 PAGE 571
\$22.00 MISC RECORDING
\$4.00 REINUMENTATION
04/24/2006 09:23:48 A.M. RECEIPT# 46382

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

SANITARY SEWER EASEMENT

On 03-22, 2006, for one dollar, Grantor grants to Grantees a non-exclusive, permanent easement on land called the Easement Area.

"Grantor" is:

MCL 207.505 (a) MCL 207.526 (a)
International Transmission Company ("ITC"), a Michigan corporation, 39500 Orchard Hill Place, Suite 200, Novi, MI 48375.

"Grantee" is: City of Novi ("City"), a Michigan municipal corporation, 45175 West Ten Mile Road, Novi, Michigan 48375, and West Park Partners, LLC ("Keystone"), PO Box 772, Bloomfield Hills, Michigan 48083 (collectively "Grantees"), and each one successors, assigns, and transferees.

The "Easement Area" is located in part of the NE 1/4 of Section 16, City of Novi, Oakland County, Michigan described as:

A 5 foot wide easement, the centerline of which is described as commencing at the North 1/4 corner of Section 16; thence S 01°46'54" E 713.53 feet; thence S 87°53'25" E 579.47 feet to the Point of Beginning of the centerline, thence S 02°20'20" E 5.66 feet; thence S 74°01'26" E 2102.94 feet; thence N 87°29'39" E 53.38 feet; thence N 55°06'56" E 32.55 feet to the Point of Ending of the centerline. *PART OF 22-16-226-015*

B
1. **Purpose** Grantor grants this easement to the City to operate, maintain, remove, replace, and repair a sanitary sewer ("Grantee's Facility").

2. **Access** The City has the right to use a reasonable route across Grantor land to access the Easement Area.

3. **Grantor's Rights** Grantor specifically reserves the right to construct, reconstruct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("Grantor's Facilities") on, over and under the Easement Area.

4. **Encumbrances** This easement is granted without any warranties or covenants of title, and subject to all currently existing easements, restrictions and encumbrances affecting the Easement Area to which this easement would be subordinate under the recording acts or other applicable laws of the State of Michigan. Furthermore, this easement shall be non-exclusive and Grantor may grant other encumbrances over the Easement Area, which do not interfere with Grantee's Facility.

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5. **Grantor Damages** The City must pay Grantor for all damages, losses or injuries to Grantor's Facilities caused by the City, its agents, employees, or independent contractors while operating or maintaining Grantee's Facility.

6. **Taxes/Special Assessments** Grantee shall reimburse Grantor for any increase in Grantor's property tax or special assessment charges caused by Grantee's use of Grantor's land pursuant to this easement.

7. **Insurance**

a. The City will require the City's contractors, at their own expense, to maintain a general liability insurance policy that is satisfactory to Grantor in form and substance. The policy must cover the liability assumed in this agreement for \$500,000 each person and \$1,000,000 each occurrence bodily injury, and \$500,000 each occurrence property damage. It must also include explosion damage, collapse, or damage to underground property (commonly known as "XCU"). The City's contractor's policy must name Grantor as an additional insured. Grantee's contractor's policy must remain in effect during the time that the contractors are working in the Easement Area.

b. The City will require the City's contractors to provide Grantor with a Certificate of Insurance for the insurance coverage required by this agreement. The certificate must state that Grantor will have 30 days written notice before any material change or cancellation becomes effective.

c. The City waives the City's rights of recovery, the City's contractor's rights of recovery and their insurers' rights of subrogation against Grantor for damage to the City's or its contractor's property used on the Easement Area.

d. The City's requirement that the City's contractors obtain the insurance required by this agreement will not limit or release the City's indemnity liability.

8. **Indemnity**

a. The City will indemnify Grantor (International Transmission Company, its officers, agents, employees, and affiliates) for any claims made by third parties against Grantor, for injuries to persons or damages to property, or both, arising out of the use of this easement by the City (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees). This indemnity includes, but is not limited to, claims arising out of the City's negligence, but not Grantor's negligence, or any other person's negligence. This indemnity is personal to Grantor, or any entity which is directly or indirectly controlling, controlled by or under common control with Grantor that succeeds to or assumes Grantor's interest in Grantor's property on which the Easement Area is located ("Grantor's Affiliates"), and does not inure to the benefit of any successors or assigns of Grantor other than Grantor's Affiliates.

b. The City will indemnify Grantor (International Transmission Company, its officers, agents, employees, and affiliates) for any environmental claims brought against Grantor by, or fines imposed against Grantor by, Federal, State or municipal environmental agencies, and any third party environmental claims against Grantor, arising out of the use of this easement by the City (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees). This indemnity includes, but is not limited to, claims arising out of the City's negligence, but not Grantor's negligence, or any other person's

negligence. This indemnity is personal to Grantor or Grantor's Affiliates, and does not inure to the benefit of any successors or assigns of Grantor other than Grantor's Affiliates.

c. If any claim covered by the City's indemnity under subsection 8a or 8b above is brought against Grantor, the City will defend the claim at the City's expense. The City will also pay any costs (including, but not limited to, environmental clean up costs), attorney fees, or judgments that Grantor incurs or is subject to in the claim. The City shall have no obligation to indemnify Grantor upon Grantor's payment of any voluntary settlement, unless such settlement is made with the City's prior written approval.

d. If a construction lien is placed on the Easement Area due to the City's activities in the Easement Area, then the City must discharge the lien by giving a bond or otherwise.

e. Keystone, and its successors, assigns and transferees, agree to indemnify and hold harmless the City from any and all claims made by Grantor for indemnification under subsections 8a, 8b or 8c, above, whether such liability, loss, or damage is due or claimed to be due to the negligence of the City of Novi, its consultants, officers, agents, or employees. Keystone is not required to indemnify and hold harmless the City with respect to acts or omissions of gross negligence or intentional torts caused by the City or its consultants, officers, agents, or employees. The costs shall be paid by Keystone, and such amount shall constitute a lien as to the Property. If such costs and expenses are reduced to a judgment, and said judgment has not been paid within 30 days of its date of entry, then the amount of said judgment may be placed on the delinquent tax roll of the City with respect to the Keystone Property, and shall accrue interest and penalties, and be collected as and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. Keystone shall have no obligation to indemnify the City upon the City's payment of any voluntary settlement, unless such settlement is made with Keystone's prior written approval. Keystone shall have the right to appear in any court action for which Keystone may have indemnification obligations hereunder, by and through its separate and independent legal counsel in order to protect its interests.

e. The terms of this indemnity will survive the Termination of this easement.

9. Maintenance

a. The City will maintain the City's Facility on this easement at its sole expense. Grantor may inspect the City's Facilities during any maintenance work.

b. The City and its contractors must maintain at least a 20-foot clearance from Grantor Facilities currently in existence. The City must not mound dirt or change elevations, which would decrease the clearance of Grantor's existing electric lines to ground.

c. The City must not change either the elevation or the slope of the Easement Area without Grantor's prior written permission.

d. In the event of any future maintenance work within the Easement Area, the City must back-fill any excavations with excavated material having an in-place density of at least 100 pounds per cubic foot. If excavated material is unsuitable (e.g. peat, organic material or trash), the City must use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, the City must place backfill in 12 to 15 inch layers and compact each layer to 90 percent maximum density as determined by the Modified Proctor Test (ASTM D 1557). For aggregate

or pavement surface, the City must place backfill in 9 inch maximum layers and compact each layer to 95 percent maximum density as determined by the Modified Proctor Test.

e. After the City or its contractors completes any maintenance work, the City or its contractors must restore Grantor's property as nearly as possible to its original condition. This includes grading and reseeding all disturbed lawn areas and replacing any damaged landscaping.


10. **Abandonment** If the City permanently abandons all or a substantial part of this easement, then within three months after the abandonment, the City must restore the abandoned part as nearly as possible to its original condition and give Grantor a written recordable document concerning this abandonment.

11. **Successors and Assigns** This easement runs with the land and binds and benefits Grantor's and the City's successors and assigns.

12. **Additional Items:**

- a. NESC and OSHA rules for operating cranes or derricks must be adhered to.
- b. All OSHA and MIOSHA construction safety requirements should be adhered to.
- c. No grade changes is allowed within the easement
- d. You must contact Fred Hall @ 248-721-3142 to coordinate the removal of trees located on ITC property.

International Transmission Company

By: 
 Daniel J. Oginsky
 Vice President-General Counsel

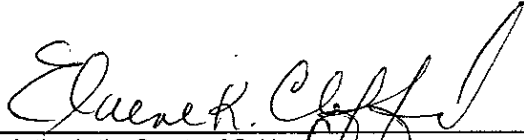
Acknowledged before me in Oakland County, Michigan, on April 7, 2006, by Daniel J. Oginsky, Vice President-General Counsel of International Transmission Company, a Michigan corporation.

ELAINE K. CLIFFORD
 NOTARY PUBLIC - MICHIGAN
 OAKLAND COUNTY
 MY COMMISSION EXPIRES OCT. 14, 2007

Notary's Stamp

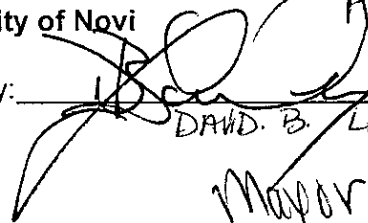
Comm Exp. 10-14-07

Notary's Signature:


 Acting in the County of Oakland

Elaine K. Clifford
 Acting in Oakland

City of Novi

By: 
 DAVID B. LANDRY
 Mayor

Acknowledged before me in Oakland County, Michigan on 03-22, 2006,
 by DAVID B. LANDRY the Mayor
 of the City of Novi

DEBRA ANN BLASHFIELD
 Notary Public, Oakland County, MI
 My Commission Expires Feb 21, 2012
 Acting in the County of Oakland

Notary's Stamp: _____ Notary's Signature: Debra Ann Blashfield
 (Notary's name, county and date commission expires)

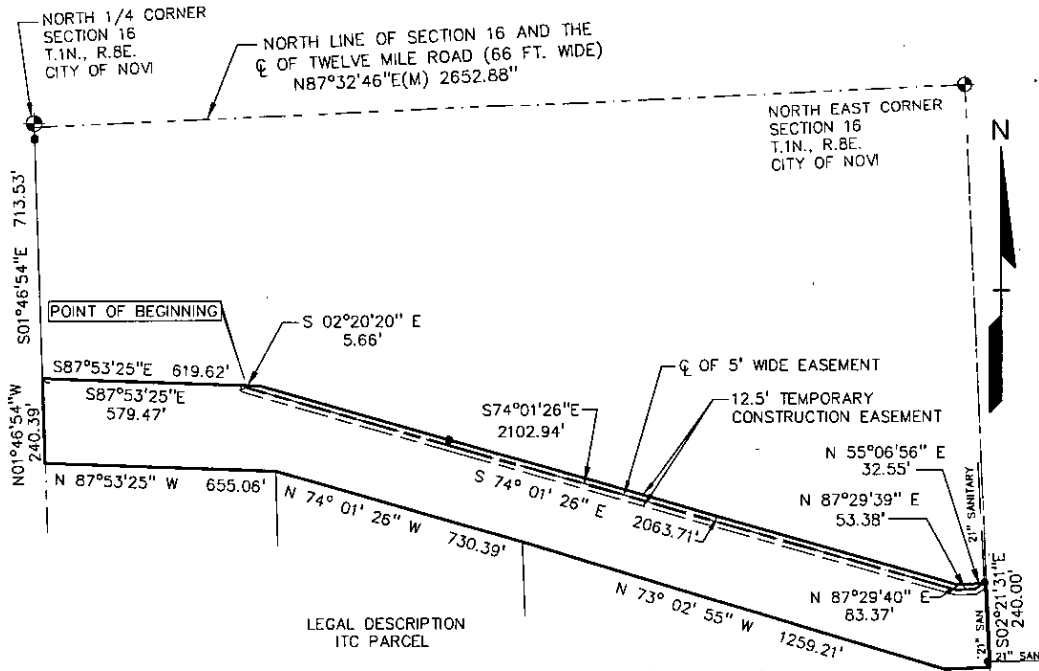
West Park Partners, LLC
 By: [Signature]
 Scott Mareus
 Managing Member

Acknowledged before me in Oakland County, Michigan on January 24th, 2006,
 by Scott Mareus the Managing Partner
 of the West Park Partners LLC

John Packovich
 Notary's County of Oakland 9/11/11 Notary's
 Stamp: My Commission Expires 9/11/11 Signature: [Signature]
 (Notary's name, county and date commission expires) Comm. Exp. 9-11-11 - Acting in Oakland

Return to:

SKETCH OF EASEMENT



LEGAL DESCRIPTION ITC PARCEL

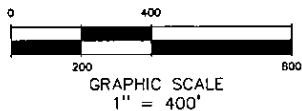
Part of the Northeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland county, Michigan. Described as: Commencing at the North 1/4 corner of said Section 16; thence S 01°46'54" E, 713.53 feet along the North and South 1/4 line of said Section 16, to the Point of Beginning; thence S 87°53'25" E, 619.62 feet; thence S 74°01'26" E, 2063.71 feet; thence N 87°29'40" E, 83.37 feet to the East line of Section 16; thence S 02°21'31" E, along the East line of Section 16 a distance of 240.00 feet; thence S 87°29'40" W, 127.72 feet; thence N 73°02'55" W, 1259.21 feet; thence N 74°01'26" W, 730.39 feet; thence N 87°53'25" W, 655.06 feet to a point on the North and South 1/4 line of Section 16; thence along said line N 01°46'54" W, 240.39 feet to the Point of Beginning.

LEGAL DESCRIPTION Sanitary Sewer Easement

A 5 foot wide easement for the construction, operation, maintenance and repair of a sanitary sewer over part of the Northeast 1/4 of Section 16, T.1 N., R.8 E., City of Novi, Oakland County, Michigan, the centerline of which is described as commencing at the North 1/4 corner of Section 16; thence S 01°46'54" E, 713.53 feet; thence S 87°53'25" E, 579.47 feet to the Point of Beginning of the centerline, thence S 02°20'20" E., 5.66 feet; thence S 74°01'26" E, 2102.94 feet; thence N 87°29'39" E., 53.38 feet; thence N 55°06'56" E., 32.55 feet to the Point of Ending of the centerline.

LEGAL DESCRIPTION Temporary Construction Easement

A 12.50 feet wide temporary easement located Northerly and Southerly of the 5 feet wide permanent sanitary sewer easement.



PROFESSIONAL
ENGINEERING
ASSOCIATES

2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

CLIENT:
WESTPARK PARTNERS, INC.
POST OFFICE BOX 772
BLOOMFIELD HILLS, MICHIGAN 48303-0772

SCALE: 1" = 400'
DATE: 1-13-05

JOB No: 2004274
DWG. No: 1 of 1