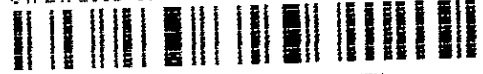


LIBER 37456 PG 567

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LIBER 37456 PAGE 567
\$19.00 MISC RECORDING
\$4.00 REINUMENTATION
04/24/2006 09:23:45 A.M. RECEIPT# 46382



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

RECEIVED
APR 19 2006
Ruth Johnson Register of Deeds
Oakland County, MI

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

TEMPORARY CONSTRUCTION EASEMENT

On December 2, 2005, for one dollar, Grantor grants to Grantee a non-exclusive, temporary easement on land called the Easement Area.

MCL 207.505(a) MCL 207.526(a)

"Grantor" is:

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

"Grantee" is: West Park Partners, L.L.C., a Michigan limited liability company, P.O. Box 772, Bloomfield Hills, Michigan 48083

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.

Handwritten initials/signature

Also a temporary easement described as:

PART OF 22-16-226-D15

A 12.50 feet wide temporary construction easement for lay-down space located Northerly and Southerly of the 5 feet wide easement described above.

- Purpose** Grantor grants this temporary easement to Grantee to construct a sanitary sewer ("Grantee's Facility").
- Access** Grantee has the right to use a reasonable route across Grantor land to access the Easement Area.
- 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.
- 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.

DL LG

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23.

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

6. **Insurance**

a. Grantee and Grantee's contractors, at their own expense, must each maintain a general liability insurance policy that is satisfactory to Grantor in form and substance. The policies 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. The policies must also include explosion damage, collapse, or damage to underground property (commonly known as "XCU"). If Grantee is a governmental unit, then Grantee's contractor's policy must name Grantor as an additional insured. Grantee's policy must remain in effect as long as this easement agreement remains in effect. Grantee's contractor's policy must remain in effect during the time that the contractors are working in the Easement Area.

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

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

d. Obtaining the insurance required by this agreement will not limit or release Grantee's indemnity liability.

7. **Indemnity**

a. Grantee will indemnify Grantor (International Transmission Company, its officers, agents, employees, and affiliates) for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of the use of this easement by Grantee (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees). This includes, but is not limited to, claims arising out of Grantee's negligence, Grantee and Grantor's joint negligence, or any other person's negligence. But Grantee will not indemnify Grantor for claims arising out of Grantor's sole negligence.

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

c. If any claim covered by Grantee's indemnity is brought against Grantor, Grantee will defend the claim at Grantee's expense. Grantee 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.

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

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

8. Construction

- a. Grantee will construct Grantee's Facility on this easement at its sole expense. If underground work is involved, Grantee must call Miss Dig (tel: 1-800-482-7171) in accordance with Michigan Public Act 53 of 1974, as amended, before beginning any groundbreaking. Grantor may inspect Grantee's Facilities during any construction work.
- b. Grantee and its contractors must maintain at least a 20-foot clearance from Grantor Facilities currently in existence. Grantee must not mound dirt or change elevations, which would decrease the clearance of Grantor's existing electric lines to ground.
- c. Grantee must not change either the elevation or the slope of the Easement Area without Grantor's prior written permission.
- d. After Grantee completes construction of Grantee's Facility, Grantee must send "as-built" drawings of Grantee's Facility to the Real Estate Division, International Transmission Company, 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375.
- e. After Grantee completes construction work, Grantee 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), Grantee must use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, Grantee 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, Grantee must place backfill in 9 inch maximum layers and compact each layer to 95 percent maximum density as determined by the Modified Proctor Test.
- f. After Grantee completes construction, Grantee 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.

9. **Termination** Grantee's temporary easements shall terminate upon completion of all aspects of sewer construction including grading and seeding.

10. 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: [Signature]
Daniel J. Oginsky
Vice President-General Counsel

West Park Partners, L.L.C.

By: [Signature]
Scott Marcus

Acknowledged before me in Oakland County, Michigan, on December 2, 2005,
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:

Acting in the County of Oakland

Notary's
Signature:

[Signature]
Elaine K. Clifford

Acting in Oakland

Acknowledged before me in Oakland County, Michigan on November 22, 2005,
by Scott Marcus the Managing Partner / Managing Partner
of the West Park Partners, LLC West Park Partners, LLC

Notary's
Stamp:

(Notary's name, county and date commission expires)

John Pachovich
County of Oakland
My commission expires 9/1/11

Notary's
Signature:

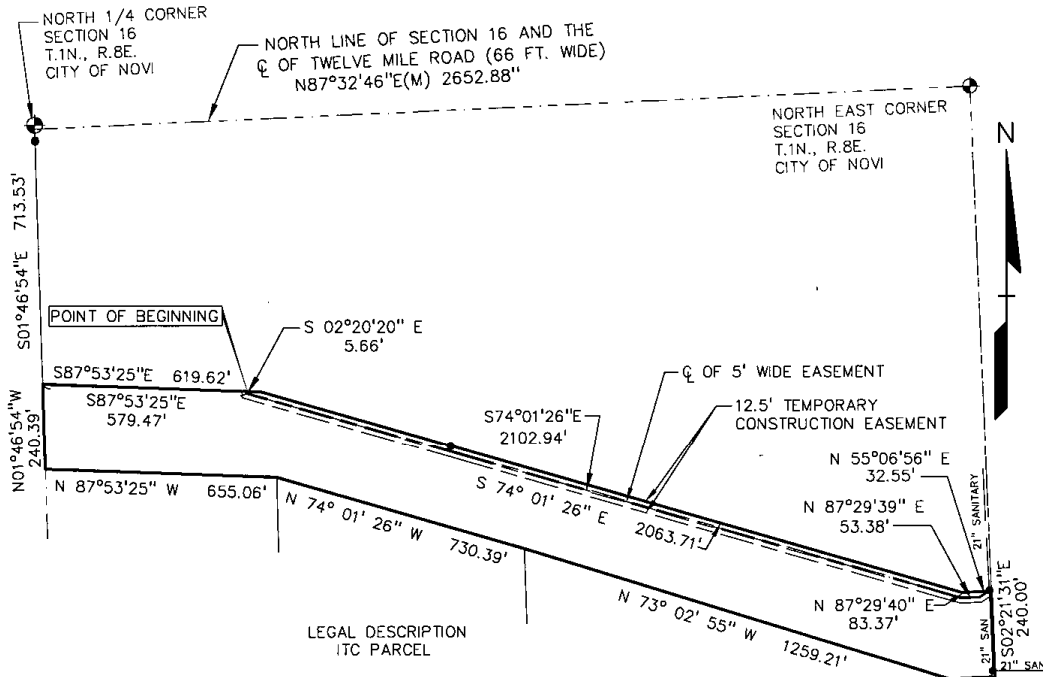
[Signature]
John Pachovich - Oakland

Return to

Prepared By: Elaine Clifford, International Transmission Company, 39500 Orchard Hill Place, Suite 200, Novi, MI 48375

Acting in Oakland
Comm. Exp. 09-11-2011

SKETCH OF EASEMENT



**LEGAL DESCRIPTION
ITC PARCEL**

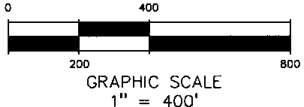
Part of the Northeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland county, Michigan. Described as: Commencing at the North 1/4 corner of said Section 16; thence S 01°46'54" E, 713.53 feet along the North and South 1/4 line of said Section 16, to the Point of Beginning; thence 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 48083-1872
(248) 689-9090

CLIENT: WESTPARK PARTNERS, INC. POST OFFICE BOX 772 BLOOMFIELD HILLS, MICHIGAN 48303-0772	SCALE: 1" = 400'	JOB No: 2004274
	DATE: 1-13-05	DWG. No: 1 of 1