

LIBER 21150 PAGE 626
\$21.00 RISC RECORDING
\$2.00 REMUNERATION
03/01/2000 11:04:25 A.M. RECEIPT# 16000
PAID RECORDED - OAKLAND COUNTY
B. WILLIAM CABDELL, CLERK/REGISTER OF DEEDS

ROAD AND RETENTION POND EASEMENT

On 1-19-00 ^(ML) for one dollar and other valuable consideration, Edison grants to Grantee a non-exclusive, permanent easement appurtenant on land called the Easement Area.

"Edison" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, MI 48226

"Grantee" is:

PLC Novi West Development, L.L.C., a Delaware Limited Liability Company, 27600 Northwestern Highway, Suite 200, Southfield, MI 48034

The "Easement Area" is in the City of Novi, Oakland County, Michigan described as:
See Attachment A

1. **Purpose** Edison grants this easement to Grantee to construct, operate, maintain, remove and replace a road and retention pond ("Grantee's Facility"). The retention pond will be used to collect and discharge storm water run off from land referred to as the Benefitted Parcel (Attachment B). The road will be used in connection with improvements being constructed, which will benefit the Benefitted Parcel.

2. **Access** Grantee has the right to use a reasonable route across Edison land to access the Easement Area.

3. **Edison's Rights** Edison specifically reserves the right to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("Edison's Facilities") on, over and under the Easement Area as long as Edison's Facilities do not interfere with Grantee's Facility.

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

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

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6. Insurance

a. Grantee and Grantee's contractors, at their own expense, must each maintain a general liability insurance policy that is satisfactory to Edison in form and substance. The policies must cover the liability assumed in this agreement for at least \$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 Edison as an additional insured. Grantee's policy must remain in effect as long as this easement agreement remains in effect. Grantee's contractors' policies must remain in effect during the time that the contractors are working in the Easement Area.

b. Grantee and Grantee's contractors must each give Edison's Director of Corporate Real Estate Services a Certificate of Insurance for the insurance coverage required by this agreement. The certificates must state that Edison 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 Edison for damage to Grantee's or its contractor's property used on the Easement Area. But the foregoing shall not apply to claims arising out of Edison's sole negligence.

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

7. Indemnity

a. Grantee will indemnify Edison (the Company, its officers, agents and employees) for any claims for injuries or damages to persons or property or both, and 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, or Grantee and Edison's joint negligence. But Grantee will not indemnify Edison for claims arising out of Edison's sole negligence.

b. Grantee will also indemnify Edison (the Company, its officers, agents, and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by Edison customers, based upon energy supply agreements, which I) arise directly or indirectly out of the use of this agreement by Grantee (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees and II) are due to momentary or sustained electrical interruptions or voltage fluctuations, including sag, arising out of the negligence of Grantee (the person, company, or organization, its contractors, subcontractors, lessees, licensees, and any of its or their agents or employees) or the joint negligence of Grantee (the person, company, or organization, its contractors, subcontractors, lessees, licensees, and any of its or their agents or employees) and Edison. But Grantee will not indemnify Edison for claims arising out of Edison's sole negligence.

c. If any claim covered by Grantee's indemnity is brought against Edison, 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 Edison 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 and Maintenance

The following provisions will apply unless otherwise approved by Edison pursuant to approved plans:

a. Grantee will construct and maintain 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. Edison may inspect Grantee's Facilities during any construction or maintenance work.

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

c. Grantee must not change the natural drainage of the Easement Area.

d. Grantee must not change either the elevation or the slope of the Easement Area without Edison's prior written permission.

e. After Grantee completes construction of Grantee's Facility, Grantee must send "as-built" drawings of Grantee's Facility to the Principal Area Leader, Architectural/Civil/Towers, The Detroit Edison Company, 2000 Second Avenue, Room 662 G.O., Detroit, Michigan 48226. (Tel. 313-235-6898).

f. After Grantee completes any construction or maintenance 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 inch 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.

g. After Grantee completes any construction or maintenance work, Grantee must restore Edison property as nearly as possible to its original condition. This includes grading and reseeding all disturbed lawn areas and replacing any damaged landscaping.

9. Abandonment If Grantee abandons any part of this easement, then within three months after the abandonment, Grantee must restore the abandoned part as nearly as possible

to its original condition and give Edison a written recordable document concerning this abandonment.

10. **Mortgage** This easement is subject to an October 1, 1924, Mortgage between The Detroit Edison Company and Banker's Trust Company, a New York corporation, and all supplemental agreements to the Mortgage.

11. **Successors and Assigns** This easement runs with the land and binds and benefits the easement area, the benefited parcel, and Edison's and Grantee's successors and assigns.

12. **Additional Items**

- a. Grantee must at least fence (4 foot minimum height) the circumference of the pond that is on Edison land to restrict access to the pond.
- b. Grantee will reasonably maintain the soil and landscaping within the easement area, especially to avoid erosion and to provide weed control.
- c. Edison may take environmental samples of its land, during construction of the pond. Grantee must take necessary actions to keep environmental contaminants from entering the pond. Grantee is responsible for cleaning up any environmental damages caused as a result of the pond.
- d. If Edison decides to put fences or anti-climbing devices, or both, around its steel transmission poles, then Grantee must pay the cost to do this.
- e. Grantee at Grantee's expense, must install a guardrail as the approved plans.
- f. The terms of this Grant of Easement may not be amended, modified, supplemented or terminated without the express written consent of the owners of each of the Easement Area and the Benefited Parcel; provided that if there is more than one owner of the Benefited Parcel, then the owner of the Benefited Parcel shall be deemed to mean such party as owns a majority of the Benefited Parcel.

13. **Dedication** The roadway to be constructed pursuant to the terms of this agreement is a continuation of an existing publicly dedicated roadway and, as such, Grantee shall have the right to dedicate the roadway upon the Easement Area to the City of Novi and Edison shall execute all customary documentation in connection therewith.

Witnessed by: (type or print name under signature)

Michael A. McCabe

Michael A. McCabe

George H. Hathaway
George H. Hathaway
Easement/Road/NoviWest/12/18/99

The Detroit Edison Company

By: *Paul W. Potter*

Paul W. Potter, Director
Corporate Real Estate Services

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PLC Novi West Development, LLC,
a Delaware limited liability company

By: PLC Commercial LLC,
a Delaware limited liability company
Its: Member

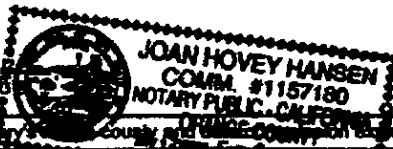
By: PLC Commercial, Inc.,
a California corporation
Its: Manager

By: [Signature]
Michael T. Lutton

Its: President

[Signature]
[Signature]
Alan M. Horvitz

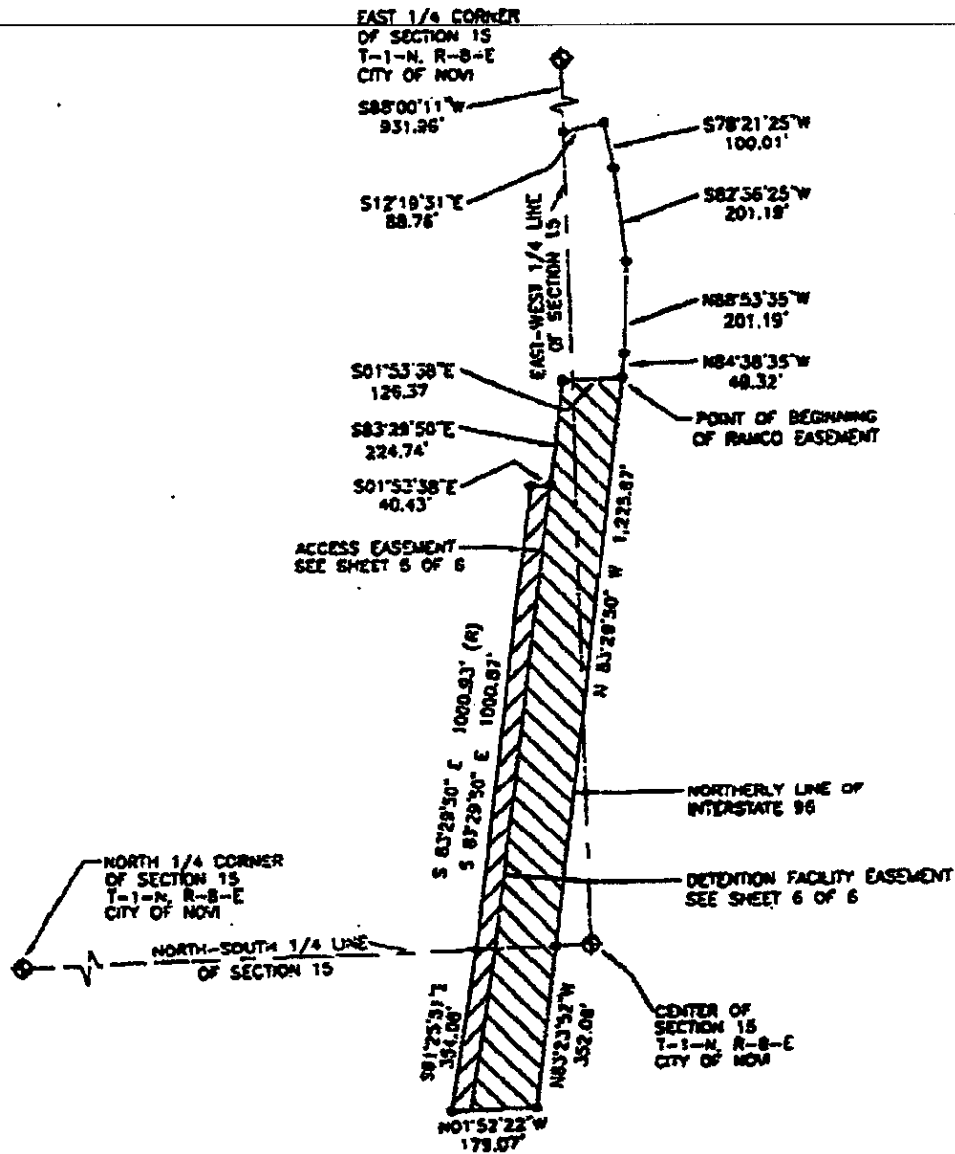
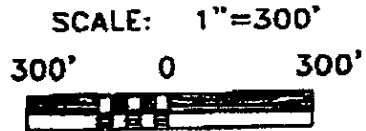
Acknowledged before me in Wayne County, Michigan, on Jan 20, 2000, 1999, by Paul W. Potter, Director of Corporate Real Estate Services of The Detroit Edison Company, a Michigan corporation, for the corporation.
SANDRA LEE KUSSAVAGE
Notary Public, Macomb County, MI
My Commission Expires Oct. 22, 2000
Notary's Stamp: Acting in Wayne County, MI (Notary's name, county and date commission expires)
Notary's Signature: Sandra L. Kussavage

Acknowledged before me in Orange County, Michigan on December 22, 1999, by Michael T. Lutton, President of PLC Commercial, Inc., a California corporation, for the corporation.
Notary's Stamp:  (Notary's name, county and date commission expires)
Notary's Signature: Joan Hovey Hansen

Prepared By: George H. Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226

WHEN RECORDED RETURN TO:
COMMONWEALTH LAND TITLE
INSURANCE COMPANY
NTS DIVISION
900 Wilshire Drive - Suite 305
Wilshire Plaza North
Troy, Michigan 48064
97-09-0037

LIBER 21150 631



Attachment A (1 of 2)

RAMCO EASEMENT
 A PART OF THE EAST 1/2 AND THE
 NORTHWEST 1/4 OF SECTION 15, T-1-N, R-B-E
 NOVI, OAKLAND COUNTY, MICHIGAN

DATA/CAD/14748.01/SKETCHES/SK10
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Giffels-Webster Engineers Inc. ENGINEERS-SURVEYORS-PLANNERS 407 E. FORT STREET SUITE 600, DETROIT MICHIGAN 48226 (313) 967-4447	DATE: 12/10/98	CK'D. BY: JR	DATE: 12/99	SCALE: 1"=300'
	DRAWN: SW			SHEET: 3 OF 8
	DESIGN:			GWE 14748.01
	SECTION: 15	T-1-N R-B-E		

**LEGAL DESCRIPTION
RAMCO EASEMENT**

LIBER 21150 632

PART OF THE EAST 1/2 OF SECTION 15 & NORTHWEST 1/4 OF SECTION 15, T-1-N, R-8-E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 15 AND PROCEEDING S 88°00'11" W, 931.98 FEET ALONG THE EAST-WEST 1/4 LINE OF SECTION 15; THENCE S 12°19'31" E, 88.78 FEET TO A POINT ON THE NORTHERLY LINE OF INTERSTATE 96; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 96 EXPRESSWAY THE FOLLOWING FOUR COURSES: (1) S 78°21'25" W, 100.01 FEET; (2) S 82°36'25" W, 201.19 FEET; (3) N 88°53'35" W, 201.19 FEET; (4) N 84°38'35" W, 49.32 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUING N 83°29'50" W, 1,225.67 FEET ALONG THE NORTHERLY LINE OF INTERSTATE 98 TO A POINT ON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 15; THENCE N 83°23'52" W, 352.06 FEET; THENCE N 01°52'22" W, 179.07 FEET; THENCE S 81°25'51" E, 354.08 FEET; THENCE S 83°29'50" E, 1,000.87 FEET; THENCE S 01°53'38" E, 40.43 FEET; THENCE S 83°29'50" E, 224.74 FEET; THENCE S 01°53'38" E, 126.37 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EASEMENTS AND RESTRICTIONS RECORDED OR OTHERWISE.

Tax I.D. No. 22-15-200-088 (Part of)

Attachment A (2 of 2)

RAMCO EASEMENT
A PART OF THE EAST 1/2 AND THE
NORTHWEST 1/4 OF SECTION 15, T-1-N, R-8-E
NOVI, OAKLAND COUNTY, MICHIGAN

DATA/ACAD/14746.01/SKETCHES/SK10
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Giffels-Webster Engineers Inc. ENGINEERS-SURVEYORS-PLANNERS 407 E. FORT STREET SUITE 600, DETROIT MICHIGAN 48226 (313) 962-4442	DATE: 12/10/99	CK'D. BY: JA	DATE: 12/99	SCALE: 1"=300'
	DRAWN: SW			SHEET: 4 OF 6
	DESIGN:			GWE 14746.01
	SECTION: 15	T-1-N	R-8-E	

Attachment B - Benefited Parcel (1 of 1)

A part of the NW ¼ and NE ¼ of Section 15, T-1-N, R-8-E, City of Novi, Oakland County, Michigan more particularly described as commencing at the NE corner Section 15 and proceeding S 88°35'38" W 1690.26 feet along the North line of said Section 15 to the point of beginning; thence S 01°53'38" E 2563.67 feet along the West line of Donelson Drive (70 feet wide); thence N 83°29'50" W 1000.87 feet to a point on the North-South ¼ line of said Section 15; thence N 81°25'51" W 268.45 feet; thence N 01°52'22" W 2374.60 feet to a point on the North line of said Section 15; thence N 87°32'34" E 264.01 feet along said North line to the North ¼ corner of the said Section 15; thence continuing along said North line N 88°35'38" E 989.28 feet to the point of beginning.

DET_C1306252.1

Tax I.D. Nos.

22-15-200-079 - NE ¼

087 - NE ¼

086 - NE ¼

085 - NE ¼

084 - NE ¼

004 - NE ¼

003 - NE ¼

001 - NE ¼

002 - NE ¼

pt 22-15-126-013 - NW ¼

22-15-126-011 - NW ¼