

122480
LIBER 42189 PAGE 723
\$16.00 MISC RECORDING
\$4.00 REINUMENTATION
07/07/2010 08:17:23 A.M. RECEIPT# 49800
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2010 JUL -6 PM 1:25

CITY OF NOVI
CITY CLERK'S OFFICE

2010 JUL 16 P 2:35



HIGHWAY & UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that International Transmission Company, a Michigan corporation, whose address is 27175 Energy Way, Novi, Michigan 48377, (hereinafter the "Grantor"), for and in consideration of One Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee"), being exempt pursuant to MCLA 207.505(a), and MCLA 207.526(a) a permanent easement for all public highway and utility purposes over, across and through land in the City of Novi, Oakland County, State of Michigan, described as follows:

A parcel of land located in the North 1/2 of Section 15, T1N, R8E, City of Novi, Oakland County, Michigan, described as follows: Commencing at the Northeast corner of said Section 15; thence along the North section line (also being the centerline of Twelve Mile Road), S88°00'40"W (Recorded as S88°35'38"W) 1690.26 feet; thence S02°28'36"E (Recorded as S01°53'38"E) 2563.67 feet to the point of beginning; thence continuing S02°28'36"E 49.53 feet; thence N84°04'48"W 1008.99 feet; thence N82°00'48"W 852.57 feet to a point on the Easterly line of the Railroad Right of Way; thence along said Easterly line N39°37'18"W 72.68 feet; thence S82°00'48"E 905.37 feet along the North property line of the Grantor's land; thence S84°04'48"E 1000.87 feet along the North property line of Grantor's land to a point of beginning. Containing 2.1192 acres of land.

3P
NE
NW
E

PT of 22-15-200-088 - NE NW

Grantor specifically reserves the right to construct, reconstruct, enlarge, add to, 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 above described easement as long as Grantor's Facilities do not interfere with Grantee's easement. Said rights shall include the right to trim, cut down or remove any tree which is located within the above described easement.

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, Grantor may grant other encumbrances over the above described land which, do not interfere with Grantee's easement.

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, operating or maintaining Grantee's easement.

Grantee and Grantee's contractors, at their own expense, must each maintain a general liability insurance policy that is satisfactory to ITC 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 contractors' policies must remain in effect during the time that the contractors are working in the Easement area.

Grantee must give ITC thirty (30) days written notice before any material change or cancellation becomes effective on the insurance policy described above.

To the extent allowed by law, grantee will indemnify Grantor (the Company, its officers, agents and employees) against 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), but Grantee will not indemnify Grantor for claims arising out of Grantor's sole negligence.

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

The terms of this indemnity will survive the termination of this easement.

Grantee and its contractors must maintain at least 20-foot clearance from any Grantor's equipment.

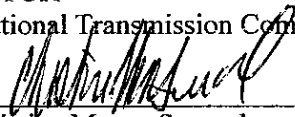
After Grantee completes any construction or maintenance work, Grantee must restore Grantor's property as nearly as possible to its original condition. This includes grading and reseeding all disturbed lawn areas and replacing any damaged landscaping.

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein during construction. Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

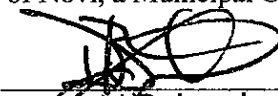
Dated this ^{7th} ~~14th~~ day of MAY JUNE, 2010.

GRANTOR
International Transmission Company

By: 
Christine Mason Soneral

Its: _____
Vice President and General Counsel – Utility Operations

GRANTEE
City of Novi, a Municipal Corporation

By: 
David B. Landry - Mayor

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 14th day of MAY, 2010, before me, personally appeared CHRISTINE MARSON SONERAL, VICE PRESIDENT AND GENERAL COUNSEL, UTILITY OPERATIONS of International Transmission Company, a Michigan corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his/her free act and deed.

Linda E. Sweeney
Notary Public,
WAYNE County, MI
My commission expires: 5/26/15

LINDA E. SWEENEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES May 26, 2015
ACTING IN COUNTY OF OAKLAND

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this 7th day of JUNE 2010, by David B. Landry - Mayor, on behalf of the City of Novi, a Municipal Corporation.

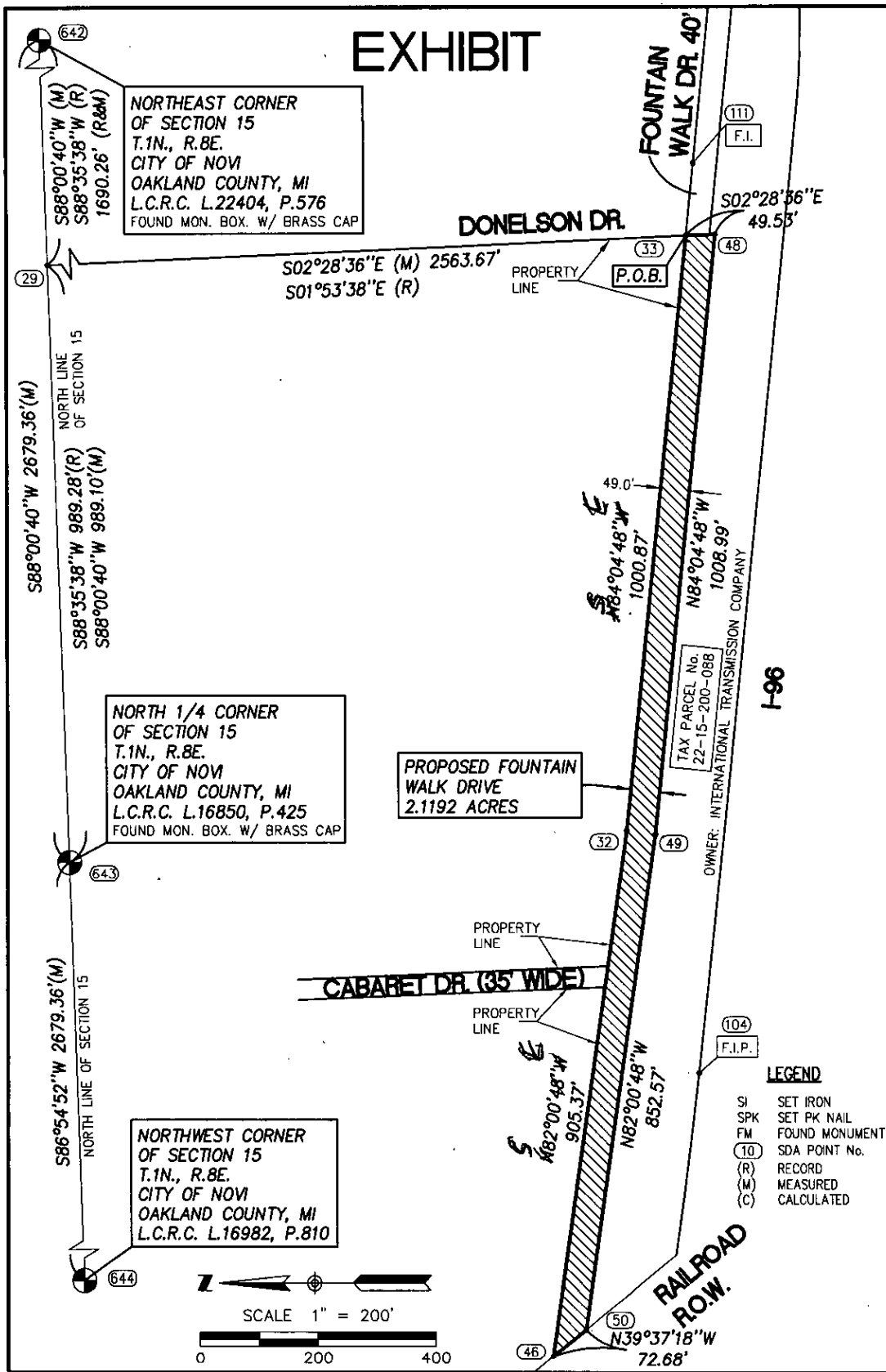
Marilyn S. Troutman
Notary Public
Oakland County, Michigan
My Commission expires: OCT. 13, 2011

Dafted by:
Elizabeth M. Kudla
30903 Northwestern Hwy
Farmington Hills, MI 48334

When recorded return to:
Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile Rd
Novi, MI 48375

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2011
ACTING IN COUNTY OF OAKLAND

EXHIBIT



Spalding DeDecker Associates, Inc.



SPALDING DeDECKER ASSOCIATES, INC.

ENGINEERS SURVEYORS
905 SOUTH BLVD. EAST
ROCHESTER HILLS, MI 48307
PH: (248) 844-5400 FAX: (248) 844-5404
www.sda-eng.com

DRAWN: S.CLARK	DATE: 02-19-10
CHECKED: M.DEDECKER	DATE: 02-26-10
MANAGER: M.DEDECKER	SCALE: 1" = 200'
JOB No. NV09-008	SHEET: 2 OF 3
SECTION 15 TOWN 1 NORTH RANGE 8 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI