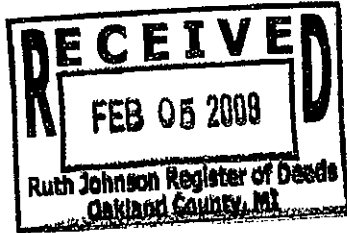


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LIBER 39983 PAGE 241
\$55.00 MISC RECORDING
\$4.00 REMUNERATION
02/05/2008 03:32:08 P.M. RECEIPT# 11508

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

PRESERVATION EASEMENT

THIS PRESERVATION EASEMENT (this "Preservation Easement") is made as of this 14 day of December, 2007, by and among **NOVI RESEARCH PARK SPE, LLC** ("**NRP**"), a Michigan limited liability company, the address of which is 31800 Northwestern Highway Suite 310, Farmington Hills, MI 48334, **INTERNATIONAL TRANSMISSION COMPANY, D/B/A ITC TRANSMISSION** ("**ITC**"), a Michigan corporation, the address of which is 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375 (NRP and ITC being sometimes referred to below individually as a "Grantor" and collectively as "Grantors"), and the **CITY OF NOVI**, a Michigan municipal corporation ("Grantee"), the address of which is 45175 West Ten Mile Road, Novi, Michigan 48375.

WITNESSETH:

A. NRP owns Units 1 and 2 of Novi Research Park, a condominium located in the City of Novi, Oakland County, Michigan according to the Master Deed thereof as recorded in Liber 22522, Pages 820 *et seq.*, Oakland County Records, designated Condominium Subdivision Plan No. 1339, as amended by the First Amendment to Master Deed recorded in Liber 22743, Pages 302 *et seq.*, Oakland County Records (as so amended, the "Condominium").

B. ITC owns Unit 3 of the Condominium.

C. Units 1, 2 and 3 represent all of the Units in the Condominium.

D. The Condominium contains trees (the "Subject Trees") located within certain areas of the Condominium more particularly described on attached **Exhibit A** (the "Tree Preservation Easement Areas"). The Subject Trees are worthy of preservation on the terms and conditions set forth below.

E. The Condominium contains certain wetlands and wetlands mitigation or setback areas (the "Wetlands") located within certain areas of the Condominium more particularly described on attached **Exhibit B** (the "Wetlands Preservation Easement Areas"). The Wetlands are worthy of preservation on the terms and conditions set forth below.

F. The Tree Preservation Easement Areas and the Wetlands Preservation Easement Areas are depicted on attached **Exhibit C**.

G. This Preservation Easement is being executed in connection with the execution of the Second Amendment to the Master Deed for the Condominium, and is being recorded immediately prior to the recording of the Second Amendment. Among other things, the Second

Amendment contracts the Condominium so as to exclude certain parts of the Tree Preservation Easement Areas or the Wetlands Preservation Easement Areas, although such parts shall continue to be subject to the terms and conditions of this Preservation Easement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which is hereby acknowledged, Grantors hereby grant and convey the easements set forth below to Grantee, pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act, entitled "Conservation and Historic Preservation Easement", MCL 324.2140, *et seq.*, upon the following terms and conditions:

1. Tree Preservation Easement. Grantors hereby grant an easement (the "Tree Preservation Easement") to Grantee over the Tree Preservation Easement Areas on the following terms and conditions:

(a) The purpose of the Tree Preservation Easement is to preserve the Subject Trees and woodland areas within the Tree Preservation Easement Areas in their present natural condition.

(b) Grantors and Grantee shall permanently refrain from removal or destruction of the Subject Trees and woodland areas and altering the topography or removing or altering any vegetation within the areas such that it would have a negative impact on the Subject Trees. Notwithstanding the foregoing, Grantors may, but shall not be obligated to, take measures to increase the viability and longevity of the Subject Trees and woodland areas, including by trimming or removing branches that are dead or diseased or that need to be trimmed to maintain clearances for utility lines.

(c) The Tree Preservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Tree Preservation Easement Areas or the Subject Trees and woodland areas, except that, upon reasonable notice to Grantors, Grantee and its authorized employees and agents may enter upon the Tree Preservation Easement Areas and inspect the Subject Trees and woodland areas to confirm that the Subject Trees and woodland areas are not being harmed or damaged in violation of the terms of this Preservation Easement.

(d) The parties acknowledge that pursuant to a certain Easement Agreement Grantors are granting or may grant to ITC (for use by AT&T Services, Inc.) easement rights across the northern portion of the Condominium, including portions of the Tree Preservation Easement Areas, for the construction, replacement, repairing and maintaining of underground communication facilities (currently contemplated to consist of four (4) 4" cables). Notwithstanding subparagraphs (a) through (c) of this paragraph, Grantors, ITC, AT&T Services, Inc. or their respective contractors or representatives may install the aforementioned facilities pursuant to such Easement Agreement, provided that in so doing they take all reasonable measures to minimize damage to the Subject Trees and further provided that they restore, to the extent it is reasonably practical to do so, the affected portions of the Tree Preservation Easement Areas.

2. Wetlands Preservation Easement. Grantors hereby grant an easement (the "Wetlands Preservation Easement") to Grantee over the Wetlands Preservation Easement Areas on the following terms and conditions:

(a) The purpose of the Wetlands Preservation Easement is to permanently protect the Wetlands in their natural and undeveloped condition, unless authorized by permit from the City and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency, or unless authorized by the terms of this Preservation Easement. The parties acknowledge that the Wetlands Preservation Easement Areas include property that is not currently within a regulated wetlands under state or federal law.

(b) Grantors and Grantee shall permanently refrain from removal or destruction of the Wetlands or affirmatively altering the topography or removing or altering any vegetation within the areas, or excavating soil or minerals from such areas, or from constructing or placing any structures on such areas, or plowing, tilling, cultivating or developing on such areas, such that it would have a negative impact on the Wetlands.

(c) The Wetlands Preservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Wetlands Preservation Easement Areas or the Wetlands, except that, upon reasonable notice to Grantors, Grantee and its authorized employees and agents may enter upon the Wetlands Preservation Easement Areas and inspect the Wetlands to confirm that the Wetlands are not being harmed or damaged in violation of the terms of this Preservation Easement.

(d) Notwithstanding the foregoing, ITC or any subsequent owner of Unit 3 of the Condominium (or of the Wetlands Preservation Easement Areas located on the property currently comprising Unit 3) may construct, install, operate, use, repair, maintain and replace the following on those parts of the Wetlands Preservation Easement Areas that are depicted on attached **Exhibit C**:

(i) a dumpster with associated electrical lines, foundations, equipment and access drive; and

(ii) a parking lot with associated driveways, sidewalks, signs, curbs, gutters, lighting, electrical lines and related improvements.

Such permitted uses shall extend to ITC's (or such subsequent owner's) contractors, engineers, employees, agents, guests, representatives and invitees use of the dumpster and related improvements for the storage and removal of garbage and other ancillary uses associated with commercial dumpsters, and use of the parking lot for parking, vehicular or pedestrian ingress or egress, sweeping, snow removal, maintenance, repair, construction, replacement and other ancillary uses associated with parking lots.

3. Enforcement. In the event that a Grantor shall at any time fail to carry out the responsibilities specified within this Preservation Easement with respect to property then owned

by such Grantor, and/or in the event of a failure to protect, preserve and/or maintain the Tree Preservation Easement Areas or the Wetlands Preservation Easement Areas owned by such Grantor in reasonable order and condition, the City may serve written notice upon such Grantor, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the property owned by such Grantor, or cause its agents or contractors to enter upon such property, and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of twenty five (25%) percent of the total of all costs and expenses incurred, shall be paid by such Grantor, and such amount shall constitute a lien on the Units referenced above that are then owned by such Grantor. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within thirty (30) days of a billing to the applicable Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, 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. In the discretion of the City, such costs and expenses may be collected by suit initiated against the applicable Grantor and, in such event, the applicable Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

4. Negative Covenants. Except as set forth in paragraph 6 below, this Preservation Easement imposes only negative covenants upon Grantors. Grantors shall have no obligation to undertake any act or deed or incur any expense so long as Grantors refrain from the activities prohibited by paragraphs 1 and 2 above.

5. Binding on Successors: Separate Responsibility. This Preservation Easement shall be binding upon the respective successors and assigns of both Grantors and Grantee, and shall run with and bind the Tree Preservation Easement Areas and the Wetlands Preservation Easement Areas, as applicable, in perpetuity unless modified or terminated by written agreement of the parties. Notwithstanding anything herein to the contrary, a Grantor or a successor to a Grantor shall only be responsible or liable for activities in respect of the part of the Tree Preservation Easement Areas or the Wetlands Preservation Easement Areas owned by such Grantor from time to time, and shall not have responsibility or liability for a violation of this Preservation Easement on parts of the Tree Preservation Easement Areas or the Wetlands Preservation Easement Areas that are owned by other parties unless such violation is directly caused by such Grantor.

6. Signs. Within a reasonable time after a written request by Grantee, each Grantor, at its sole expense, shall place such signs demarking the boundaries of the parts of the Tree Preservation Easement Areas and the Wetlands Preservation Easement Areas owned by such Grantor as shall have been reasonably designed by Grantee.

7. Subordinate Easement. This Preservation Easement is subject and subordinate to the rights and obligations of the parties to certain easements recorded in Liber 4390, Pages 575 *et seq.*, Oakland County Records, and Liber 4397, Pages 656 *et seq.*, Oakland County Records. No activities required to comply with the terms of such easements shall constitute a violation of this Preservation Easement.

8. No Transfer Taxes. This Preservation Easement has been made and given for a consideration of a value less than One Hundred (\$100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(a), and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

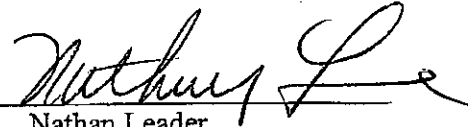
[Signature Lines on Following Page]

IN WITNESS WHEREOF, Grantors and Grantee have executed this Preservation Easement as at the date and year first above set forth.

GRANTORS:

NOVI PARK RESEARCH SPE, LLC,
a Michigan limited liability company

By: Novi Research Acquisition Group, LLC, a
Michigan limited liability company, as its
sole member

By: 
Nathan Leader

Its: Manager

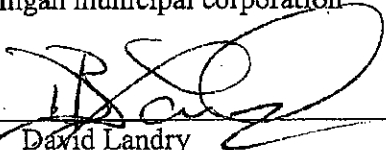
**INTERNATIONAL TRANSMISSION
COMPANY, D/B/A ITC TRANSMISSION,** a
Michigan corporation

By: 
Christine Mason Seneral

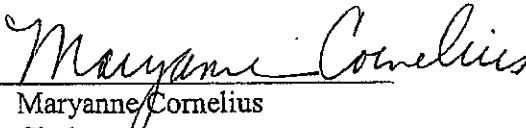
Its: Vice President & General Counsel -
Regulatory Utility Operations

GRANTEE:

CITY OF NOVI,
a Michigan municipal corporation

By: 
David Landry


Its: Mayor

And
By: 
Maryanne Cornelius

Its: Clerk

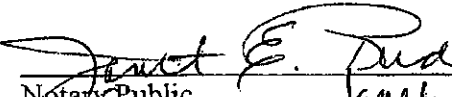
STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14th day of December, 2007, by Nathan Leader, a Manager of Novi Research Acquisition Group, LLC, a Michigan limited liability company, the sole member of NOVI RESEARCH PARK SPE, LLC, a Michigan limited liability company, on behalf of the limited liability company.


Notary Public Amy E Cremiega
Oakland County, Michigan
My Commission Expires: February 21, 2014
Acting in Oakland County

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14th day of December, 2007, by Christine Mason Soneral, the Vice President & General Counsel - ^{Utility Operations} ~~Regulatory~~ of INTERNATIONAL TRANSMISSION COMPANY, D/B/A ITC TRANSMISSION, a Michigan corporation, on behalf the corporation.


Notary Public Janet E Reed
Livingston County, Michigan
My Commission Expires: 8/26/08
Acting in Oakland County
JANET E REED
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES Aug 26, 2008
ACTING IN THE COUNTY OF OAKLAND

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

2008 The foregoing instrument was acknowledged before me this 2ND JANUARY day of ~~December~~, 2007, by David Landry and Maryanne Cornelius, the Mayor and Clerk, respectively, of the CITY OF NOVI, a Michigan municipal corporation, on behalf the municipal corporation.

Marilyn S. Troutman
Notary Public
OAKLAND County, Michigan
My Commission Expires: OCT. 13, 2011
Acting in Oakland County

Drafted By ~~an~~
~~Recorded Return To:~~

Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, Michigan 48333-3040

When Recorded, Return To:
Maryanne Cornelius, City Clerk
City of Novi
45175 W. 10 Mile Road
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