

133683  
LIBER 40454 PAGE 623  
\$25.00 MISC RECORDING  
\$4.00 REMUNERATION  
07/11/2008 02:34:08 P.M. RECEIPT# 61542



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

**ELECTRIC SUBSTATION EASEMENT**

On May 22, 2008, for the consideration of system betterment, Grantor grants to Grantee, its successors and assigns, a permanent easement over, under, across and through a part of Grantor's Land called the "Easement Area."

**Grantor is:** COVENTRY II DDR HARBOR BLOOMFIELD PHASE 1 LLC, a Delaware limited liability company, whose address is c/o Developers Diversified Realty 3300 Enterprise Parkway, Beachwood, Ohio 44122.

**Grantee is:** INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377.

**Grantor's Land is:**



A PARCEL OF LAND DESCRIBED AS PART OF THE NW 1/4 OF SECTION 5, T.2N., R.10E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT THE NW CORNER OF SAID SECTION 5, SAID POINT BEING DISTANT N.87°32'27"E., 29.48 FEET (AS MEASURED) FROM THE SOUTHEAST CORNER OF SECTION 31, T.3N., R.10E.; THENCE S.01°59'37"E. ALONG THE WEST LINE OF SAID SECTION 5, 342.80 FEET (AS MEASURED) TO A POINT ON THE SOUTH LINE OF GOLF DRIVE (WIDTH VARIES), SAID POINT BEING THE POINT OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTH LINE OF GOLF DRIVE (1) 207.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 873.21 FEET, CENTRAL ANGLE 13°35'32", LONG CHORD BEARS S.85°52'41"E., 206.66 FEET), AND (2) N.87°19'32"E., 10.51 FEET; THENCE S.01°59'37"E. 261.76 FEET, THENCE S.88°09'37"W. 216.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 5; THENCE N.01°59'37" W. 283.07 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 57,867 SQUARE FEET OR 1.33 ACRES

O.K. - KB

(See attached Exhibit A)

above legal falls within  
Baldwin Commons  
09-32-351-000 ext

4 Pt Rd - No Sidwell

OCCT# 1162

FILE  
7/11/08  
also see R5118

**The "Easement Area" is**

LAND DESCRIBED AS PART OF THE NW ¼ OF SECTION 5, T.2N., R.10E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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(See attached **Exhibit A**)

1. **Purpose:** The purpose of this Easement is to construct, operate, reconstruct, maintain and remove an electric substation within the Easement Area consisting of steel poles, towers, conductors, insulators, transformers, capacitors, conduits, crossarms, wires, cables, and other miscellaneous equipment for the transformation, switching and transmission of electricity in accordance with plans and specifications mutually acceptable to both Grantor and Grantee.
2. **Access:** This easement shall include a 20.00 foot wide drive from Golf Drive to Grantee's Station being the westerly and southerly twenty (20) feet of the Easement Area. Grantor reserves the right to use the northerly fifty (50) feet of said driveway as access to its station, provided that dual locks or other dual security devices may be installed at the north end of the driveway at Golf Drive. However, Grantor shall not block Grantee's station access and shall not have access to Grantee's Station without Grantee's prior written approval and without being accompanied by a representative of Grantee.
3. **Buildings or other Permanent Structures:** No buildings or other permanent structures shall be allowed in the Easement Area without Grantee's prior written consent.
4. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Easement Area (or that could in Grantee's opinion grow into the Easement Area) as well as the right to remove structures and fences in the Easement Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.

5. **Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Transmission Line Easement, then Grantee will restore Grantor's Land as nearly as can be to its original condition.

6. **Indemnification.** The Grantee shall indemnify, defend and hold the owner of the Grantor's Land harmless from and against all claims, liabilities, damages and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from Grantee's sole negligence or intentional or willful acts or omissions of the Grantee, its contractors, employees, agents, and those acting on behalf of the Grantee.

7. **Insurance.** Throughout the term of this Agreement, the Grantee shall procure and maintain commercial general liability insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Paragraph 6 above), death, or property damage occurring upon the Easement Area, with combined single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) and naming the owner of the Grantor's Land (provided the Grantee has been supplied with the name of the owner of the Grantor's Land in the event of a change thereof) as an additional insured, and at all times provide evidence of such coverage to the owner of the Grantor's Land.

8. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

**GRANTOR:**

COVENTRY II DDR HARBOR  
BLOOMFIELD PHASE 1 LLC, a Delaware  
limited liability company

By: Coventry II DDR Bloomfield LLC

Its: Managing Member

By: Coventry Real Estate Fund II, L.L.C.

Its: Managing Member

By: Coventry Fund II Partners,  
L.L.C.

Its: Managing Member

By: \_\_\_\_\_

Loren F. Henry

Its: Vice President

FILE  
171175

STATE OF OHIO )  
 ) ss.  
COUNTY OF GEAUGA )

Acknowledged before me on May 22, 2008, by Loren F. Henry, the Vice President of Coventry Fund II Partners, L.L.C., the Managing Member of Coventry Real Estate Fund II, L.L.C., the Managing Member of Coventry II DDR Bloomfield LLC, the Managing Member of Coventry II DDR Harbor Bloomfield Phase 1 LLC, a Delaware limited liability company, on behalf of the company.

MARY J. MIZNER  
Notary Public • State of Ohio  
Commission Expires - 22 FEB 2010



Notary's  
Stamp:

Notary's  
Signature:

My commission expires: February 22, 2010  
(Acting in Geauga County)

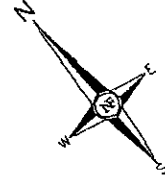
Prepared by: Thomas Beagen, ITCTransmission, 27175 Energy Way, Novi, MI 48377  
Return to: Barbara Mention, ITCTransmission, 27175 Energy Way, Novi, MI 48377

#200390 v1  
McShane & Bowie, P.L.C.

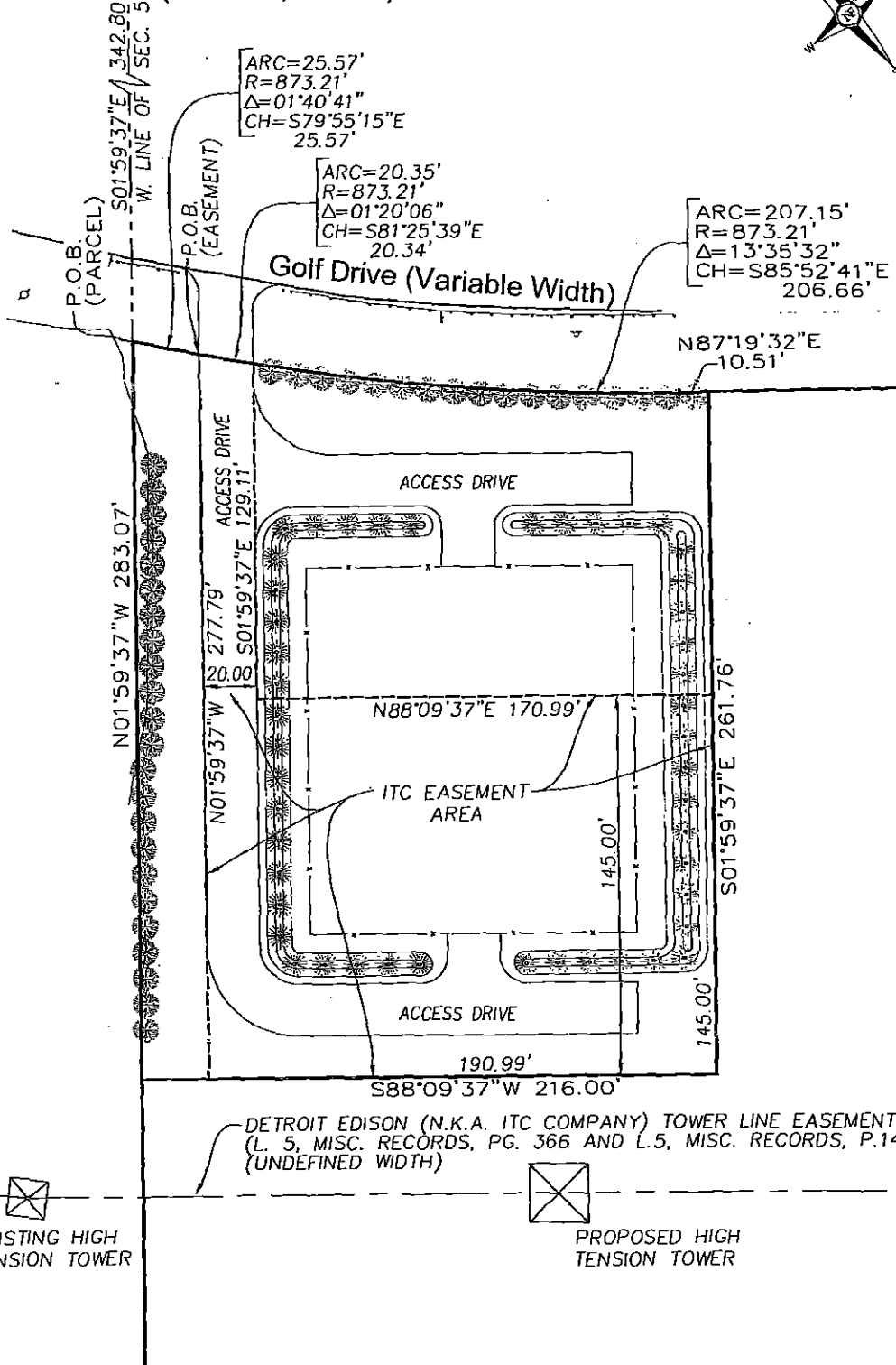
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NW CORNER SECTION 5 T. 2N., R. 10E. CITY OF PONTIAC (L. 20793, P. 733)

EXHIBIT A ITC EASEMENT



NA:000-FILE:SA116:Midwest Baptist College & Sub-Station A116:Sub-Station ITC Easmt.dwg, 5/7/2008 1:03:15 PM, Canon:IR5000-6000.PCL:5e.nc3



DETROIT EDISON (N.K.A. ITC COMPANY) TOWER LINE EASEMENT (L. 5, MISC. RECORDS, PG. 366 AND L.5, MISC. RECORDS, P.143) (UNDEFINED WIDTH)

**NF** NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners  
 1310 N. Stephenson Highway Tel. (248) 399-0896  
 Royal Oak, Michigan 48067-1508 Fax. (248) 399-0805  
 SCALE DATE DRAWN JOB No. SHEET  
 1"=50' 05/07/2008 J. Pioch A116-03 1 of 2

FILE 171175

Hood Substation

## EXHIBIT A

### ITC EASEMENT

#### PROPERTY DESCRIPTION - SUBSTATION PARCEL

A PARCEL OF LAND DESCRIBED AS PART OF THE NW 1/4 OF SECTION 5, T.2N., R.10E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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#### INTERNATIONAL TRANSMISSION COMPANY EASEMENT DESCRIPTION

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## NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners  
 1310 N. Stephenson Highway      Tel. (248) 399-0886  
 Royal Oak, Michigan 48067-1508      Fax. (248) 399-0805  
 SCALE      DATE      DRAWN      JOB No.      SHEET  
 None      05/07/2008      J. Ploch      A116-03      2 of 2

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