

143891
LIBER 40494 PAGE 166
\$37.00 MISC RECORDING
\$4.00 REMONUMENTATION
07/30/2008 10:49:41 A.M. RECEIPT# 66608
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

EASEMENT FOR ROADWAY WITH PUBLIC UTILITY FACILITIES

This Easement ("Easement") is made this 24th day of July, 2008, between **International Transmission Company**, a Michigan corporation, 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375 ("Grantor"), and **Wallace G. Lee**, as Trustee of the **Wallace G. Lee Revocable Living Trust**, 931 Stony Lake Court, Oxford, Michigan 48371, ("Grantee").

RECITALS

A. Grantor owns a 100-foot-wide fee strip of land as more particularly described on Exhibit A, in the Township of Brandon, County of Oakland, State of Michigan ("Property").

B. Grantor, for and in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which Grantee acknowledges, does hereby release and QUIT-CLAIM to Grantee, its successors and assigns forever, a non-exclusive easement for the extension of a public roadway with underground public utility facilities in a strip of land across the Property (the "Easement Strip"), described and depicted as follows:

SEE ATTACHED EXHIBIT B

C. The purpose of this Easement is to allow for the extension of Hurd Road (with public utilities) across Grantor's Property.

D. As part of the consideration for the granting of this Easement, Grantee shall be responsible for all noxious weed abatement and snow removal required by Brandon Township on the Easement Strip.

E. This Easement is given by Grantor subject to the following conditions and reservations:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

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2. Grantor specifically reserves to itself, and to its successors and assigns, the right to use the Easement Strip for any purpose, including but not limited to the construction, reconstruction, operation, and maintenance of electric utility facilities and the trimming and removal of trees, and the right to allow others to use the Easement Strip. Without limiting the foregoing, Grantor's use of the Easement Strip shall not in any way be restricted, limited, conditioned, or interfered with as a result of the granting of this Easement, except: A) that Grantor shall not locate any building or other above-ground structure (not including overhanging lines or associated poles or support structures) within the Easement Strip or otherwise use the Easement Strip in any manner that would unreasonably interfere with either the use of the roadway or the operation and maintenance of the public utility facilities, and B) that Grantor shall not hereafter grant any easement, lease, or license that allows a third party to locate any building or other above-ground structure (not including overhanging lines or associated poles or support structures) on the Easement Strip, and any such easement, lease, or license shall prohibit use of the Easement Strip in any manner that would unreasonably interfere with the use of the roadway or the operation and maintenance of the public utility facilities; provided that the driving of vehicles and equipment across the Easement Strip shall not constitute unreasonable interference with the use of the roadway or the operation and maintenance of the public utility facilities, and further provided that Grantor shall not be responsible for damage to surface improvements or the public utility facilities when Grantor's vehicles and equipment drive across the Easement Strip; and further provided that if the roadway becomes a public road, Grantor shall not be obligated to comply with any terms or conditions of any Permit Grantee obtains or is required to obtain from the Oakland County Road Commission, or other governmental entity, that are inconsistent with this Easement. To the extent that any portion of the road right-of-way is dedicated to the Oakland County Road Commission or other governmental entity, that portion of the Easement Strip lying within said dedicated road right-of-way shall be subject to any rights held by the governmental body in the roadway.

3. Grantee shall not locate any buildings, sheds, or other above-ground structures of any kind on the Easement Strip. Notwithstanding the foregoing, Grantee may place signs and guard rails within that portion of the Easement Strip lying within the Oakland County road right-of-way, if such signage and/or guard rail is required by the Oakland County Road Commission or Township, provided Grantee first obtains the prior written consent of Grantor, which shall not be unreasonably withheld, and further provided that no such signs or guard rails shall unreasonably interfere with or impede access to or operation of utilities, including those of International Transmission Company.

4. Grantee shall not plant any trees or shrubs within the Easement Strip.

5. Construction and maintenance of the roadway and public utility facilities shall comply with the following conditions, limitations, and requirements:

a. Grantee shall contact the Utility Communications System (Miss Dig), phone

number (800) 482-7171, prior to performing any excavation on the Easement Strip, in accordance with Michigan Compiled Law 460.701 et seq.

b. Any construction equipment operated on Grantor's land shall at all times maintain a minimum separation of 15 feet from any energized conductor. If more stringent, MIOSHA standards shall be observed. No dump trucks shall lift their beds under the electric lines on Grantor's Property.

c. No digging shall be done within 10 feet of any utility pole or within 15 feet of any utility tower leg or guy wire without Grantor's prior written consent. If Grantor consents to such digging, any such digging shall be subject to Grantor's specifications, including but not limited to sheeting and/or boxing during digging.

d. Grantee shall not permanently change the grade of the Easement Strip by more than 12" without the prior written consent of the Grantor, which shall not be unreasonably withheld. Notwithstanding the foregoing, no fill may be permanently placed within 20 feet of any electric line tower or pole without the prior approval of the owner of the line, tower, or pole. Grantee shall be responsible to pay the cost of elevating electric lines to provide overhead clearance deemed adequate by Grantor due to any change in grade over 12".

e. Grantee shall perform all work on the Easement Strip in compliance with all federal, state, and local laws respecting such work, including but not limited to the acquisition of soil erosion and sedimentation control permits and county road permits. Grantee is responsible for determining whether any such licenses or permits are required. Upon request, Grantee shall provide copies of all such permits to Grantor.

f. No work performed by Grantee shall in any way affect or interrupt the continuity of service provided by the utility facilities now or hereafter located on the Easement Strip or the adjoining land.

g. Grantee shall take appropriate measures to prevent erosion during construction activities on the Easement Strip and shall re-seed all disturbed areas after construction is complete.

6. Grantor shall not be required to incur any cost or expense as a result of the use of Grantor's land or the use of the Easement Strip. Without limiting the generality of the foregoing, Grantee shall be responsible, at its sole cost and expense, for the construction, re-construction, maintenance and repair of any improvements constructed on the Easement Strip and shall pay all taxes and assessments now assessed or assessed in the future, if any, pertaining to the exercise of the rights herein granted.

7. The edge of the roadway shall be a minimum of 20 feet from any tower leg

or utility pole. Grantee shall be responsible to pay for the cost of elevating electric lines to provide overhead clearance deemed adequate by Grantor.

8. This Easement is granted subject to any licenses, leases, easements, or other interest in the premises which are of record as of the date of this Easement, including but not limited to the rights and interests granted or reserved in a certain warranty deed granted to the Detroit, Lake Orion & Flint Railway, dated April 19, 1901. This Easement is further subject to any rights which Oakland County may have in or to the land contained within or over the Easement Strip pursuant to any existing recorded Rights of Way or other recorded rights. Grantee is solely responsible for complying with any applicable requirements, including notice and consent requirements, of such previously granted, reserved, or other existing interests of record as well as compliance with all governmental laws, ordinances, rules and regulations.

9. Grantee assumes all liability for the Easement Strip and agrees to protect, indemnify, and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees as a result of: (1) any mechanics, construction or other liens on the property as a result of work done on or to the Easement Strip, (2) any type of injury to or death of any person or persons on the Easement Strip, (3) loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, and their contractors, subcontractors, and employees, arising in connection with or as a direct or indirect result of the rights and privileges hereby granted. The provisions of this paragraph shall apply to each and every such injury, death, loss and damage, however caused, whether due, or claimed to be due, to Grantee's negligence, Grantor's negligence, the negligence of any contractor or subcontractor or the negligence of both parties (but only to the extent of that parties negligence) Grantee further agrees to require all of its contractors, and the subcontractors of such contractors, who perform work on the Easement Strip to maintain in full force and effect a policy of Commercial General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$1,000,000.00 per occurrence for the period of construction, which insurance shall not preclude recovery by a named insured as a result of the negligence of International Transmission Company or any other named insured under said policy. Said policy of insurance shall name International Transmission Company as an additional insured. The provisions of this paragraph shall apply to Grantee only for the period of time prior to public dedication of the road.

10. Grantee covenants and agrees to indemnify, defend, and hold Grantor, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: a) the presence on or beneath Grantor's land, including but not limited to the groundwater underlying Grantor's land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic

substances, as currently or hereafter defined in applicable laws, as a result of Grantee's use of Grantor's land pursuant to this Easement; b) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or c) Grantee's failure to comply with the terms and conditions of this Easement.

11. Grantee's acceptance of this Easement shall be deemed an acceptance of the terms and conditions of this grant.

12. If at any time following its construction and before public dedication, the road shall cease to be used as a roadway for a period of 1 year, then in such event, all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns.

13. Nothing in this Easement shall obligate Grantor or Grantee to bury utility lines of International Transmission Company, or preclude the burial thereof.

14. The benefits hereof shall accrue to and the obligations shall bind the respective heirs, successors, and assigns of the parties.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

International Transmission Company

By: _____


Christine Mason Soneal

Its: Vice President and General Counsel -

Utility Operations

Acknowledged before me in Oakland County, Michigan, this 24TH day of July, 2008, by Christine Mason Soneral, Vice President and General Counsel - Utility Operations, of International Transmission Company, a Michigan corporation, on behalf of the corporation.

BARBARA A. MENTION
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 29, 2014
ACTING IN COUNTY OF OAKLAND

Barbara A. Mention
Notary Public
OAKLAND County, Michigan
Jackson County
My Commission Expires: Nov 29, 2014

Accepted:

Wallace G. Lee ^{THE Wallace G. Lee}
Wallace G. Lee, as Trustee of the Wallace G. Lee Revocable Living Trust ^{Trust}

Acknowledged before me in Oakland County, Michigan, this 18 day of July, 2008, by Wallace G. Lee, as Trustee of the Wallace G. Lee Revocable Living Trust.

CARI MARIE SUMMERS
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
ACTING IN THE COUNTY OF OAKLAND
MY COMMISSION EXPIRES 08-11-2014

Cari Marie Summers
Notary Public
Oakland County, Michigan
Acting in _____ County
My Commission Expires: 8-11-2014

Prepared by:
Kimberly L. Savage
International Transmission Company
39500 Orchard Hill Place, Suite 200
Novi, MI 48375

When recorded, return to:
Stephen R. Estey, Esq.
Dykema
39577 Woodward Ave., Suite 300
Bloomfield Hills, Michigan 48304

EXHIBIT A

T5N, R9E, SEC 23 & 24 N 100 FT OF E 1/2 OF SE 1/4 OF NW 1/4 OF SEC 23, ALSO N 100 FT OF S 1/2 OF NE 1/4 OF SEC 23, ALSO N 100 FT OF SW 1/4 OF NW 1/4 OF SEC 24, ALSO ALL LAND IN E 3/4 OF N 1/2 OF SEC 24 DESC AS LYING BETW A LINE 39 FT N OF A LINE 27 FT S OF FOL DESC LINE, BEG AT PT ON E LINE OF SEC 24 DIST S 00-22-00 E 1454.40 FT FROM NE COR OF SEC 24, TH S 89-16-00 W 1955 FT, TH ALG CURVE TO RIGHT, DIST OF 902 FT, TH N 83-11-00 W 162.10 FT, TH ALG CURVE TO LEFT DIST OF 839.60 FT, TH N 89-54-00 W 226.80 FT TO W LINE OF SE 1/4 OF NW 1/4, SD PT BEING DIST S 00-24-00 W 39 FT FROM NW COR OF SD SE 1/4 16.81 A 10/28/85 FR 014, 200-008, 24-151-001 & 24-200-011

PARCEL NO. 03-23-100-029

ALSO DESCRIBED AS FOLLOWS:

[SEE NEXT PAGE]

EXHIBIT B

[SEE ATTACHED]

KENNEDY SURVEYING, INC.

105 N. Washington St.
Oxford, Michigan 48371

Phone (248) 628-4241
Fax (248) 628-7191

Sketch of Easement for Ingress-Egress Across ITC Right of Way

Certified Exclusively To: Dr. Wallace Lee

Date: December 20, 2007

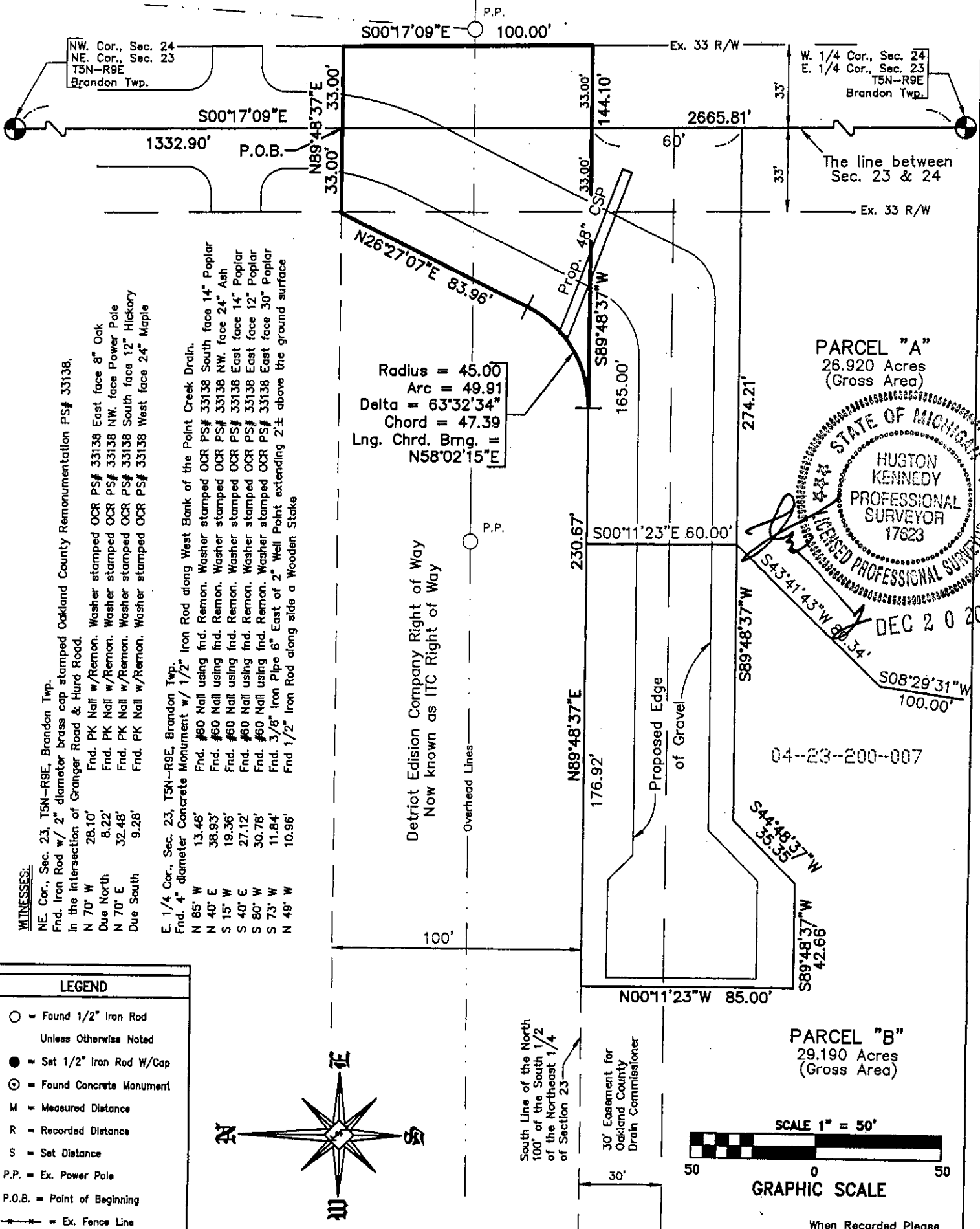
Address: 931 Stony Lake Court, Oxford, Michigan 48371

Job No. 92-3171 Page 1 of 2

This is to certify that I, [Signature], Licensed Professional Surveyor, on this date have surveyed and mapped the land below platted, and that the ratio of closure on the unadjusted field observations are 1 in N/A and that all of the requirements of P.A. 132 of 1970, as amended, have been complied with and are described as follows:

For Property Description See Page 2 of 2:

HURD ROAD 66 FT. WD. (Unimproved)



PARCEL "A"
26.920 Acres
(Gross Area)

STATE OF MICHIGAN
HUSTON KENNEDY
PROFESSIONAL SURVEYOR
17623

DEC 20 2007

04-23-200-007

PARCEL "B"
29.190 Acres
(Gross Area)

SCALE 1" = 50'
GRAPHIC SCALE

When Recorded Please
Return Original(s) To:
Kennedy Surveying, Inc.
105 N. Washington St.
Oxford, Michigan 48371

WITNESSES:

- NE. Cor., Sec. 23, T5N-R9E, Brandon Twp.
- Fnd. Iron Rod w/ 2" diameter brass cap stamped in the intersection of Granger Road & Hurd Road.
- N 70° W 28.10'
- Due North 8.22'
- N 70° E 32.48'
- Due South 9.28'
- E. 1/4 Cor., Sec. 23, T5N-R9E, Brandon Twp.
- Fnd. 4" diameter Concrete Monument w/ 1/2" Iron Rod along West Bank of the Point Creek Drain.
- N 85° W 13.46'
- N 40° E 38.93'
- S 15° W 19.36'
- S 40° E 27.12'
- S 80° W 30.78'
- S 73° W 11.84'
- N 49° W 10.96'
- Fnd. #60 Nail using fnd. Remon. Washer stamped OCR PS# 33138 South face 14" Poplar
- Fnd. #60 Nail using fnd. Remon. Washer stamped OCR PS# 33138 NW. face 24" Ash
- Fnd. #60 Nail using fnd. Remon. Washer stamped OCR PS# 33138 East face 14" Poplar
- Fnd. #60 Nail using fnd. Remon. Washer stamped OCR PS# 33138 East face 12" Poplar
- Fnd. #60 Nail using fnd. Remon. Washer stamped OCR PS# 33138 East face 30" Poplar
- Fnd. 3/8" Iron Pipe 6" East of 2" Well Point extending 2'± above the ground surface
- Fnd. 1/2" Iron Rod along side a Wooden Stake

LEGEND

- = Found 1/2" Iron Rod Unless Otherwise Noted
- = Set 1/2" Iron Rod w/Cap
- ⊙ = Found Concrete Monument
- M = Measured Distance
- R = Recorded Distance
- S = Set Distance
- P.P. = Ex. Power Pole
- P.O.B. = Point of Beginning
- = Ex. Fence Line

DWG No. 92-3171CERT2
Drawn By: JLM

This survey was done without the benefit of a Title Policy, therefore, all easements of record and other factors relevant to title may not be shown.

December 19, 2007

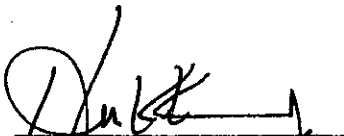
Dr. Wallace Lee
931 Stony Court
Oxford, Michigan 48371
Job No. 92-3171, Page 2 of 2

DESCRIPTION OF EASEMENT FOR INGRESS AND EGRESS WITH PUBLIC UTILITIES ACROSS THE DETROIT EDISON RIGHT OF WAY NOW KNOW AS THE ITC RIGHT OF WAY

A private easement for ingress and egress with public utilities over, across and thru a strip of land described as part of the Northeast 1/4 of Section 23, and part of the Northwest 1/4 of Section 24, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan. Being more particularly described as commencing at the Northeast corner of said Section 23 and the Northwest corner of said Section 24; thence South 00°17'09" East 1332.90 feet along the line between said Sections 23 and 24 to the Point of Beginning; thence proceeding North 89°48'37" East 33.00 feet to a point; thence South 00°17'09" East 100.00 feet to a point; thence South 89°48'37" West 144.10 feet to a point of curvature; thence along a curve to the left (having a radius of 45.00 feet, central angle of 63°32'34" a long chord bearing North 58°02'15" East 47.39 feet) an arc distance of 49.91 feet to a point; thence North 26°27'07" East 83.96 feet to a point; thence North 89°48'37" East 33.00 feet to the Point of Beginning. Reserved therefrom all easements and right of ways of record.

NOTES:

- 1.) The bearings as expressed in the above property description are related to the bearing of the line between said Sections 23 and 24, South 00°17'09" East.


Huston K. Kennedy, P.S.
Kennedy Surveying, Inc.



HKK/clh

DEC 20 2007