

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item K
July 20, 2009

SUBJECT: Approval of proposed amendments to two Conservation Easements for the ITC Headquarters property to erect a fence in a preserved wetland area and to recognize existing overhead powerline easements. The International Transmission Company (ITC) Headquarters property is located south of Twelve Mile Road between Haggerty Road and M-5, in Section 13.

SUBMITTING DEPARTMENT: Community Development Department - Planning ^{Balls}

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Representatives of ITC submitted requests to amend two recorded City Conservation easements for two purposes:

- To allow a chain link security fence to be placed east of the ITC headquarters building and parking structure, and
- To acknowledge the existence of Detroit Edison overhead utility line easements previously recorded, along with the maintenance, tree trimming and removals that are permitted within those easements.

Attached are two exhibits prepared by the applicant: a sketch of the proposed fence location in relation to the existing building and parking areas, and an exhibit showing existing conservation and preservation easements (hatched areas) with the proposed fence line (shown in blue), as well as utility line easements recorded on the property (shown in various colors).

Proposed fence

The applicant is proposing to place a fence on a portion of the property containing preserved wetlands. An eight foot tall, black vinyl-coated chain link fence is proposed on the east side of the headquarters building and parking garage for improved security purposes. The fence is the same design as other fences installed on the property. The fence is proposed to be located as shown on the attached sketches, and will be located outside of the existing regulated wetlands, but a portion of the fence will be located in a regulated wetland buffer.

Staff and consultant's review of the fence indicate that no City or State wetland permit will be required to allow the fence as proposed. Since the fence is considered a "structure" by city ordinances, and structures are prohibited within the wetland Preservation Easement previously approved by the City Council, an amendment to the Preservation Easement is being offered.

Staff is recommending approval of the modification to the Preservation Easement approved by the City Council on December 17, 2007 to allow the erection of the proposed fence, provided that the fence shall have no more than 14 posts set in concrete in the wetland buffer, shall be a black vinyl-coated chain link fence no more than 8 feet tall, and shall not have any sort of barbed wire attachments.

Acknowledge existence of overhead utility line easements.

The applicant is also asking the City to acknowledge the existence of Detroit Edison overhead utility line easements that had been recorded in the 1960s to permit operation and maintenance (including tree trimming and tree removal) of the overhead utility lines running through the ITC corridor on ITC's headquarters property. The July 13, 2009 letter from the City Attorney's office indicates that the Preservation Easement noted above does specifically recognize the terms of the

easements which were put in place in the 1960s with respect to those utility lines. ITC is now requesting that the second Conservation Easement that was approved by the City Council on February 17, 2009 also list and acknowledge all of the existing overhead utility line easements on the property. The City Attorney's Office has prepared the First Amendment to the Conservation Easement for this purpose, as attached. While not attached here, the City Attorney's Office has a complete file of easement documents listed on the attached exhibits.

Demonstration Plantings

Last Fall, City Staff observed ITC crews removing trees under the power lines and in an area east of the ITC headquarters building that is not directly under the power lines. City Staff asked that tree removal work cease until the site plan, utility easement and woodland removal permit issues could be resolved with regard to the area where vegetation was being removed. ITC crews complied immediately by stopping work on the tree removals. Since that time, City Staff has had a number of meetings with ITC representatives to discuss the tree and understory removals that took place, as well as the new issue of the fence installation request.

ITC representatives indicate the intention to install a "demonstration planting" area under and around the overhead wires to exhibit the types of plantings that ITC finds acceptable in the overhead transmission wire easement areas. While final plans of the demonstration planting have not yet been submitted to staff for review, staff believes that some of the mature trees removed last Fall were not within the Utility Maintenance Easement area, but were required to be maintained as a part of the approved Woodland and Wetland Permits for the property. An accounting of those trees removed will be balanced against those new plantings in staff's review.

Staff will continue to work with representatives of ITC to insure that Woodland Ordinance, Wetland Ordinance and Site Plan approval standards will be addressed, given the terms of the various easements that cover part of the property. If the City Council is inclined to approve the modifications to the easements, staff suggests that a condition of that approval is that ITC will finalize the plans for the "demonstration planting" and submit those plans to the City within 60 days for staff to review and process as appropriate.

RECOMMENDED ACTION: Approval of proposed amendments to two Conservation Easements for the ITC Headquarters property to erect a fence in a preserved wetland area and to recognize existing overhead powerline easements, subject to the following:

- The proposed fence shall be installed in the location identified on the submitted plans, have no more than 14 posts set in concrete in the wetland buffer, shall be a black vinyl-coated chain link fence no more than 8 feet tall, and shall not have any sort of barbed wire attachments.
- ITC will finalize the plans for the "demonstration planting" and submit those plans to the City within 60 days for staff to review and process as appropriate.

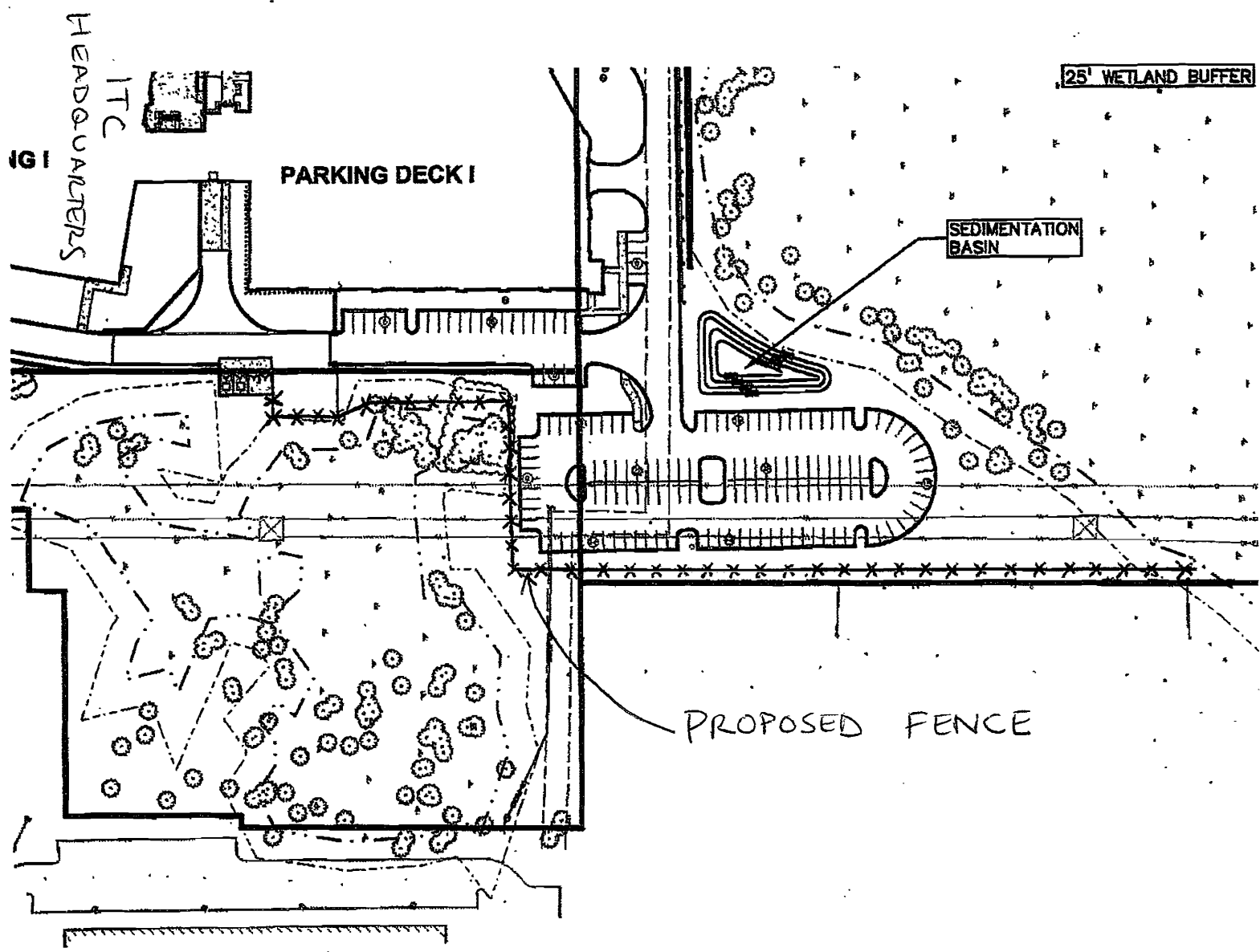
	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

EXHIBITS:

PROPOSED FENCE

PROPOSED FENCE, UTILITY AND CONSERVATION EAEMENTS



HEADQUARTERS
ITC

PARKING DECK I

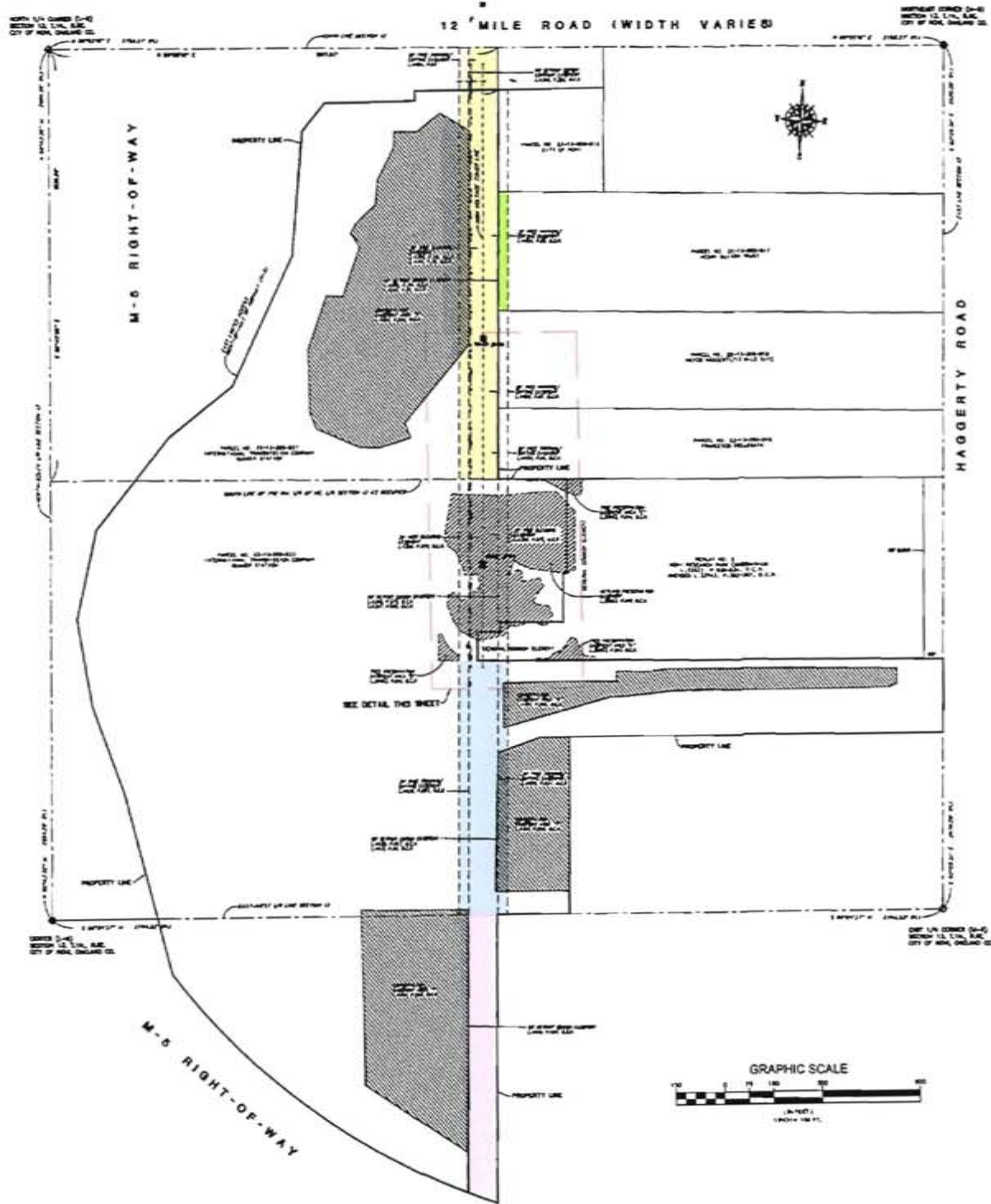
25' WETLAND BUFFER

SEDIMENTATION BASIN

PROPOSED FENCE

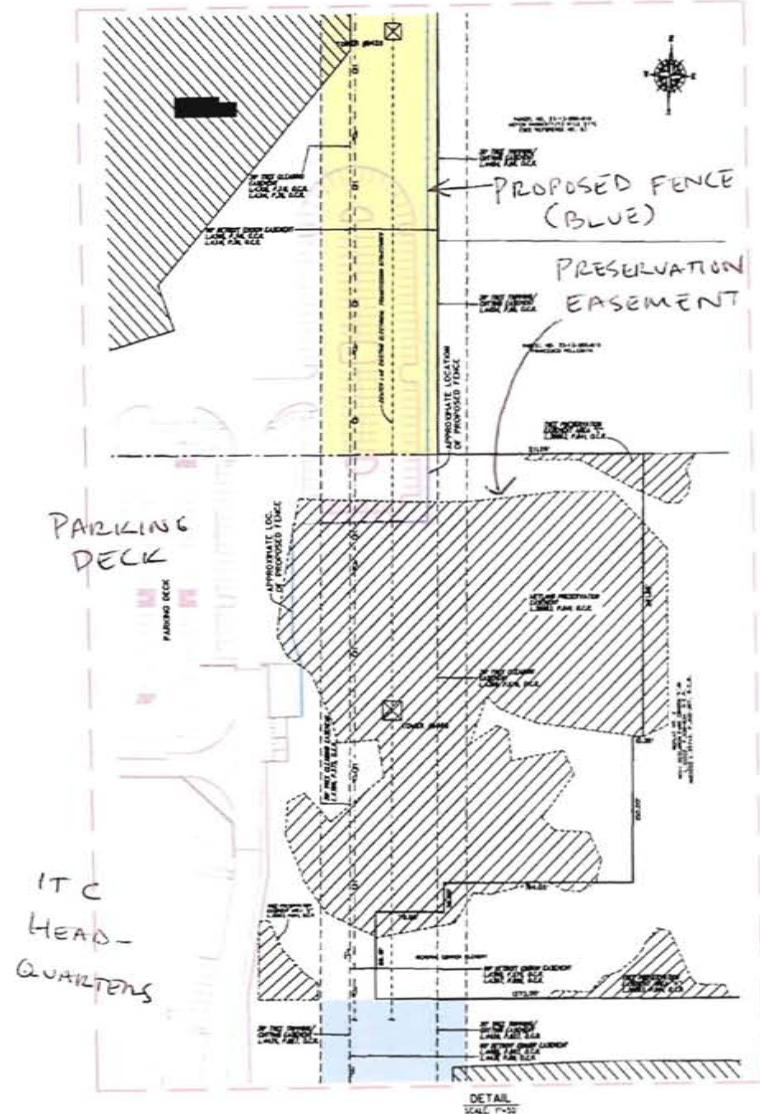
NOVI
RESEARCH
PARK

NORTH
↑



LEGEND

	DETAIL EDITION THROUGH EASEMENT LINE ENCROACHMENT & TREE TRANSMITTANCE ENCROACHMENT L.442, P.82, & L. 421, P.81, S.C.R.		DETAIL EDITION TREE TRANSMITTANCE ENCROACHMENT L.444, P.81, S.C.R.
	DETAIL EDITION THROUGH EASEMENT LINE ENCROACHMENT & TREE TRANSMITTANCE ENCROACHMENT L.438, P.375, & L. 431, P.43, S.C.R.		DETAIL EDITION THROUGH EASEMENT LINE ENCROACHMENT L.442, P.82, S.C.R.
	DETAIL EDITION THROUGH EASEMENT LINE ENCROACHMENT & TREE TRANSMITTANCE ENCROACHMENT L.435, P.34, & L. 424, P.34, S.C.R.		DETAIL EDITION TREE TRANSMITTANCE ENCROACHMENT L.444, P.81, S.C.R.
	DETAIL EDITION TREE TRANSMITTANCE ENCROACHMENT L.444, P.81, S.C.R.		PRESERVATION EASEMENT L.388, P.81, S.C.R.
	DETAIL EDITION TREE TRANSMITTANCE ENCROACHMENT L.444, P.82, S.C.R.		CONCRETE ENCROACHMENT L.421, P.28, S.C.R.
	DETAIL EDITION THROUGH EASEMENT LINE ENCROACHMENT & TREE TRANSMITTANCE ENCROACHMENT L.442, P.82, S.C.R.		UTILITY POLE BERNARD WILES



JULY 8, 2009
LETTER FROM ITC



July 8, 2009

Barbara McBeth
Director of Planning
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

Ms. McBeth:

ITC is requesting a modification of our existing preservation easement with the City of Novi in order to erect a security fence on the east side of our headquarters building. The fence is required for security purposes and will block pedestrian access to the building from the adjacent properties located on Haggerty Road.

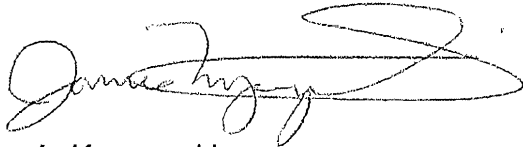
In response to the letter that ITC received from the city dated 6/26/09, ITC has the following comments:

- 1) ITC has prepared and attached a copy of the drawing requested by Beth Kudla of Secrest Wardle.
- 2) ITC has contacted Melanie Foose of the Michigan Department of Environmental Quality and she has indicated that the MDEQ has no issue with the placement of the fence since it is located outside of all wetland areas. If the fence does need to be placed in a wetland a MDEQ permit would be required.

The maximum amount of soil anticipated to be cut to install the fence posts within the wetland buffer area or within the conservation easement is no more than 38.5 cubic feet (this depends on how the buffer is defined, because the boundaries of the conservation easement look different than the wetland map). This number is derived based on the need to install concrete footings at no more than 14 fence posts (only terminal and line posts). The footing posts will require 12 inch diameter holes 42 inches deep. The 2.75 cubic feet of soil removed for each of these posts will be deposited in an upland area. All other posts will be driven into the ground with only minor compaction of the soil.

- 3) While ITC has considered relocating the portion of the fence nearest to parking deck #1, the company would prefer not to do so. The fence cannot be moved closer to the curb because it must be far enough away to avoid the existing sliding gate that swings out over the wetland buffer area. The fence line angles back toward the curb after passing the sliding gate and follows the edge of the landscaped area (part of which is located in the buffer area). If the fence is moved any closer to the curb the landscape trees, grass and irrigation system will all be located on the wrong side of the fence and maintenance of this area will become problematic. Additionally, the fence itself will help to act as a buffer for the wetland to keep people out of this area.
- 4) ITC is committed to working with the City of Novi to resolve all issues regarding tree removals that occurred at the ITC headquarters property.

Sincerely,



Jamie Kryscynski
Local Government and Community Affairs
ITC Holdings
248-946-3496 Office
248-946-3492 Fax

REVIEW LETTER FOR PROPOSED FENCE



PLAN REVIEW CENTER REPORT

June 26, 2009

Revised Final Landscape Review

ITC Headquarters Fence - SP#06-53

Property Characteristics

- Site Location: ITC Headquarters – Twelve Mile Road
- Site Zoning: OST – Office Service Technology

Recommendation

Approval of the Preliminary Site Plan for SP#06-53 ITC Headquarters Fence is recommended provided the Applicant receives the necessary approval from City Council for the modification of conservation/ preservation easements.

Ordinance Considerations

1. The Applicant must agree to the modification and adoption by the City Council of conservation easement(s) as necessary as recommended by the City Attorney. The Applicant has been asked to prepare a sketch of all easements in the area.
2. The Applicant should contact the Michigan Department of Environmental Quality to assure that the current wetland permit is updated if at all necessary. The MDEQ would potentially have concerns only if regulated wetlands are disturbed. The MDEQ has no jurisdiction over the City of Novi's 25' required buffer from all wetland edges, nor does City staff have issue with minor disruption of the buffer for the fence installation. Any disturbed wetland or buffer areas must be restored to original condition upon completion of the fence installation. The amount of soils cut to install fence posts should be provided along with statement that all cut wetland soils will be deposited in upland areas of the site. A review letter from the City's Wetland Consultant is pending.
3. Please consider locating the portion of the fence nearest parking deck #1 closer to the existing curb line. This will serve the desired function, while further distancing the fence from the existing wetland and required wetland buffer.
4. Concerns remain regarding ITC's recent removal of area trees that were shown to remain on the approved site plan. The majority of these trees were also outside of any existing and proposed easements for tree clearing. Staff awaits a plan for the solution for revegetation of the area from ITC staff.

Please contact this office with any inquiries or necessary clarifications.

Reviewed by: David R. Beschke, RLA

JULY 13, 2009
LETTER FROM CITY ATTORNEY

July 13, 2009

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Barb McBeth, Deputy Director of Community Development
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: International Transmission Company
First Amendment to Preservation Easement
First Amendment to Conservation Easement
Our File No: 660111.NOV1**

Dear Ms. McBeth:

We have received and reviewed materials relating to ITC's request to amend its two existing City Conservation Easements for the following purposes:

1. To place a fence on a portion of its property containing preserved wetlands; and,
2. To acknowledge in writing the existence of Detroit Edison overhead utility line easements that were recorded in the 1960's to permit operation and maintenance (including tree trimming and removal) of the overhead utility lines running through the ITC Corridor on ITC's Headquarters Property.

Based on our review of the materials provided which include existing Easements for overhead utility lines and tree trimming, a diagram of the proposed fence location, existing Conservation Easement and Preservation Easement terms, and site plan review materials for the ITC Headquarters site as well as the Novi Research Park Condominium, we have prepared the enclosed proposed amendments to the City's Conservation Easement over ITC's Headquarters and property it owns adjacent to its Headquarters.

Fence – First Amendment to Preservation Easement

Because a fence is generally deemed to be a "structure" in connection with the City's ordinances, and structures are strictly prohibited within the wetland preservation easement area as shown in the enclosed Preservation Easement that was approved by City Council on December 17, 2007, recorded at Liber 39983, Page 841-856, Oakland County Records, we have amended Paragraph 2(d) of the Preservation Easement to specifically permit the length of fence shown on the diagram prepared by ITC which has been attached to the proposed First Amendment as Exhibit D.

Overhead Utility Easements – First Amendment to Conservation Easement

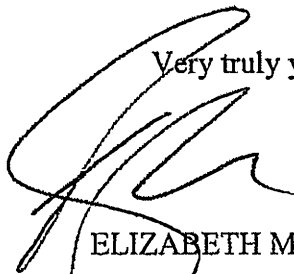
As you know, ITC's property has a utility corridor extending across it for existing overhead utility lines that have been on the property since at least the 1960's. The Preservation Easement discussed above specifically recognizes by its

terms that the Easements which were put in place in the 1960's with respect to those utility lines pre-exist the Preservation Easement and thus are superior to the terms of the Preservation Easement. Likewise, ITC has requested the second Conservation Easement over its site that was approved by City Council on February 17, 2009, also list and acknowledge all of the existing overhead utility line easements on the property. We have prepared the First Amendment to Conservation Easement for this purpose.

The existing overhead utility Easements permit ITC to trim and remove trees within certain areas of those easements. Tree trimming and removal in those areas would not be deemed a violation of either the Conservation Easement or the Preservation Easement because those rights pre-existed both the Conservation Easement and the Preservation Easement and are necessary to properly maintain the overhead utility lines. The existing overhead Easements areas have been identified by ITC on the diagram that they have submitted.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/ Enclosures)
Mark Spencer, Planner (w/Enclosures)
David Beschke, Landscape Architect (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

**FIRST AMENDMENT TO
CONSERVATION EASEMENT**

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF NOVI

FIRST AMENDMENT TO CONSERVATION EASEMENT

THIS FIRST AMENDMENT TO CONSERVATION EASEMENT, dated _____, 2009, by and between the City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024, ("**City**") and International Transmission Company, whose address is 27175 Energy Way, Novi, MI 48377 ("**ITC**").

RECITATIONS:

ITC owns a certain parcel of land situated in Section 13 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made part hereof ("**Property**").

In connection with the development of the Property, ITC granted a Conservation Easement to the City, which Conservation Easement is recorded at Liber 41011, Pages 208 through 226, Oakland County Records, for the purpose of maintaining and preserving in their natural condition certain wetlands, wetland buffers, wetland mitigation areas, and woodlands.

ITC has requested, and the City has agreed, to amend the Conservation Easement to specifically incorporate herein and to recognize that the Conservation Easement is subordinate to certain previously recorded Easements for overhead utility lines and tree trimming. The Conservation Easement, therefore, does not prohibit those activities that are specifically delineated in the previously existing Easements for overhead utility lines and tree trimming.

Based upon this approval, the City and ITC set forth below a first amendment to the Conservation Easement ("**First Amendment**"). This First Amendment shall be recorded with the Register of Deeds for the County of Oakland following execution by the parties.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 10 is hereby added to the Conservation Easement to state as follows:

10. Subordinate Easement. This Conservation Easement is subject and subordinate to the rights and obligations set forth in certain easements for overhead utility lines and tree trimming recorded prior to the Conservation Easement, including, specifically, the following Easements:

- a. Liber 4454, Pages 84 et seq.
- b. Liber 4365, Pages 226 et seq.
- c. Liber 4305, Pages 316 et seq.
- d. Liber 4314, Pages 36 et seq.
- e. Liber 4454, Pages 88 et seq.
- f. Liber 4305, Pages 316 et seq.
- g. Liber 4454, Pages 86 et seq.
- h. Liber 4454, Pages 87 et seq.
- i. Liber 4425, Pages 827 et seq.
- j. Liber 4431, Pages 89 et seq.

No activities permitted under the terms of such easements shall constitute a violation of this Conservation Easement.

Except as set forth in this First Amendment to Conservation Easement, the Conservation Easement remains in full force and effect.

This First Amendment shall run with the land and shall be binding on the parties and their respective successors, assigns and transferees.

2. Except as set forth in this First Amendment, the City has not waived any of its rights whatsoever as provided under the Conservation Easement, and has not released ITC from any of ITC's duties or obligations under the original Conservation Easement, and all respects of the original agreement, as amended, may be strictly enforced by the City; provided that nothing contained herein will be deemed to increase ITC's obligations under the original Conservation Easement, except as may be expressly set forth in Paragraph 1, above.

Dated this ___ day of _____, 2009.

CITY OF NOVI

By _____
David Landry, Mayor

By _____
Maryanne Cornelius, Clerk

STATE OF)
) SS
COUNTY OF)

This First Amendment was acknowledged before me on this ____ day of _____, 2009 by David Landry, Mayor and Maryanne Cornelius, City Clerk of the City of Novi, on its behalf.

Notary Public

County, _____
My Commission Expires: _____

**INTERNATIONAL TRANSMISSION
COMPANY, a Michigan Corporation**

By _____
Christine Mason Soneral

Its: Vice President and General Counsel –
Utility Operations

STATE OF)
) SS
COUNTY OF)

This First Amendment was acknowledged before me on this ____ day of _____, 2009, by Christine Mason Soneral, Vice President and General Counsel – Utility Operations of International Transmission Company, on its behalf.

Notary Public

County, _____
My Commission Expires: _____

**FIRST AMENDMENT TO
PRESERVATION EASEMENT**

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF NOVI

FIRST AMENDMENT TO PRESERVATION EASEMENT

THIS FIRST AMENDMENT TO PRESERVATION EASEMENT, dated _____, 2009, by and between the City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024, ("City") and International Transmission Company, whose address is 27175 Energy Way, Novi, MI 48377 ("ITC").

RECITATIONS:

ITC owns a certain parcel of land situated in Section 13 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made part hereof ("**Property**").

In connection with the development of the Property, ITC granted a Preservation Easement to the City, which Preservation Easement is recorded at Liber 39983, Pages 841 through 856, Oakland County Records, for the purpose of maintaining and preserving in their natural condition certain wetlands and trees preservation areas.

ITC has requested, and the City has agreed, to amend the Preservation Easement to permit ITC to install a structure consisting of a fence, within a portion of the Wetlands Preservation Easement Area described and depicted on the attached and incorporated Exhibits B and C, respectively ("**Wetlands Preservation Easement**").

Based upon this approvals, the City and ITC set forth below a first amendment to the Preservation Easement ("**First Amendment**"). This First Amendment shall be recorded with the Register of Deeds for the County of Oakland following execution by the parties.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 2(d) of the Preservation Easement is hereby amended to state as follows:

(d) Notwithstanding the foregoing, ITC or any subsequent owner of the Property, 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, as shown on the approved site plan for SP-06-53A; and

(ii) a parking lot with associated driveways, sidewalks, signs, curbs, gutters, lighting, electrical lines and related improvements shown on the approved site plan for SP-06-53A; and

(iii) a fence as depicted in the location shown on the attached and incorporated Exhibit D to this First Amendment.

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, the 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; and the installation and maintenance of the fence.

Except as set forth in this First Amendment to Preservation Easement, the Preservation Easement remains in full force and effect.

2. This First Amendment shall run with the land and shall be binding on the parties and their respective successors, assigns and transferees.
3. Except as set forth in this First Amendment, the City has not waived any of its rights whatsoever as provided under the Preservation Easement, and has not released ITC from any of ITC's duties or obligations under the original Preservation Easement, and all respects of the original agreement, as amended, may be strictly enforced by the City; provided that nothing contained herein will be deemed to increase ITC's obligations under the original Preservation Easement, except as may be expressly set forth in Paragraph 1, above.

Dated this ___ day of _____, 2009.

CITY OF NOVI

By _____
David Landry, Mayor

{Signatures continue on next page}

**INTERNATIONAL TRANSMISSION
COMPANY, a Michigan Corporation**

By _____
Christine Mason Soneral

Its: Vice President and General Counsel –
Utility Operations

STATE OF)
) SS
COUNTY OF)

This First Amendment was acknowledged before me on this ____ day of _____, 2009, by Christine Mason Soneral, Vice President and General Counsel-Utility Operations of International Transmission Company, on its behalf.

Notary Public

County, _____
My Commission Expires: _____

EXHIBIT A

T1N, R8E, SEC 13 OAKLAND COUNTY CONDOMINIUM PLAN NO 1339 NOVI
RESEARCH PARK UNIT 3 L 22522 P 820 3-27-01 FR 200-020 Split on 05/13/2008 from 50-
22-13-276-003;

EXHIBIT B

LEGAL DESCRIPTION - WETLAND PRESERVATION
EASEMENT AREA

A wetland conservation easement in the Northeast 1/4 of Section 13, Township 1 North, Range 8 East, Oakland County, MI, being more particularly described as:

Commencing at the Northeast 1/4 corner of said Section 13, thence S02°25'05"E, 1334.90 feet along the east line of said Section 13 to the north line of Novi Research Park Condominium as recorded in Liber 22522, Pages 820-864, Oakland County Records; thence along said north line S86°54'16"W, 60.00 feet to the west line of Haggerty Road (60' wide half Right of way); thence continuing along said north line S86°54'16"W, 1098.60 to the northwest corner of Unit 3 of said Novi Research Park Condominium; thence S02°25'05"E, 71.13 feet along the east line of said Unit 3 to the Point of Beginning;

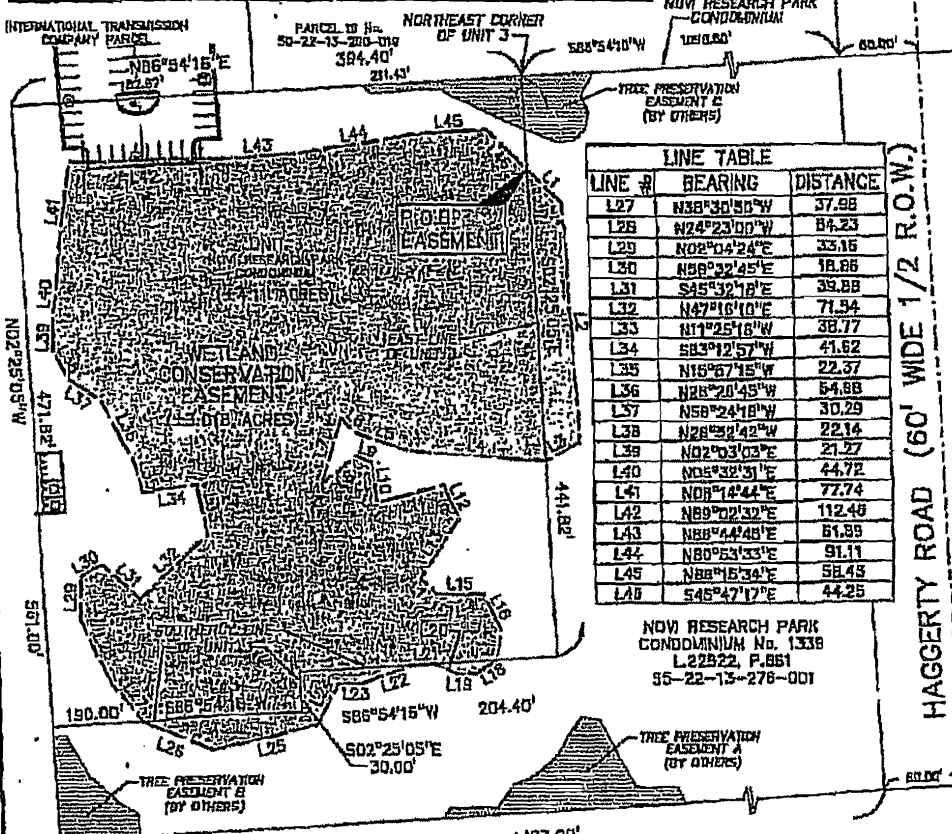
thence S45°47'17"E, 36.04 feet; thence S02°48'03"E, 181.75 feet; thence S60°43'32"W, 29.10 feet; thence N85°16'16"W, 110.44 feet; thence N71°18'00"W, 40.42 feet; thence N49°09'27"W, 18.00 feet; thence S17°10'10"W, 52.37 feet; thence N53°15'55"E, 34.45 feet; thence S68°50'51"E, 12.24 feet; thence S08°08'02"E, 31.22 feet; thence N76°15'11"E, 54.19 feet; thence S26°54'49"E, 27.39 feet; thence S33°58'17"W, 55.47 feet; thence S46°46'33"E, 17.45 feet; thence S88°53'51"E, 36.09 feet; thence S26°33'45"E, 30.66 feet; thence S10°20'40"W, 23.93 feet to the southerly line of said Unit 3; thence S57°18'12"W, 18.78 feet; thence WEST, 15.59; thence along said southerly line, S86°54'16"W, 14.54 feet; thence S72°26'23"W, 45.83 feet; thence WEST, 18.67 feet; thence S29°09'37"W, 36.09 feet; thence S76°20'06"W, 81.31 feet; thence N66°28'42"W, 57.75 feet to the southerly line of said Unit 3; thence N38°30'50"W, 37.98 feet; thence N24°23'00"W, 54.23 feet; thence N02°04'24"E, 33.16 feet; thence N59°32'45"E, 18.86 feet; thence S45°32'18"E, 39.88 feet; thence N47°16'10"E, 71.54 feet; thence N11°25'16"W, 38.77 feet; thence S83°12'57"W, 41.62 feet; thence N15°57'15"W, 22.37 feet; thence N26°28'45"W, 54.98 feet; thence N56°24'16"W, 30.29 feet; thence N28°52'42"W, 22.14 feet; thence N02°03'03"E, 21.27 feet; thence N05°32'31"E, 44.72 feet; thence N08°14'44"E, 77.74 feet; thence N89°02'32"E, 112.46 feet; thence N86°44'45"E, 61.89 feet; thence N80°53'33"E, 91.11 feet; thence N86°15'34"E, 58.45 feet; thence S45°47'17"E, 44.25 feet to the Point of Beginning.
Containing ±3.018 acres, more or less.

*thence N 66-12-8 W 18.65 ft

**EXHIBIT C
WETLAND PRESERVATION EASEMENT AREA**

LINE No.	BEARING	DISTANCE
L1	S45°57'17"E	36.04
L2	S02°48'03"E	181.75
L3	S90°43'32"W	29.10
L4	N85°18'16"W	110.44
L5	N71°18'00"W	40.42
L6	N68°09'27"W	18.00
L7	S17°10'10"W	52.37
L8	N63°18'55"E	34.49
L9	S88°50'01"E	12.24
L10	S08°08'02"E	31.22
L11	N78°15'11"E	54.19
L12	S28°54'49"E	27.30
L13	S33°59'17"W	55.47

LINE No.	BEARING	DISTANCE
L14	S48°48'33"E	17.45
L15	S88°53'01"E	36.09
L16	S28°33'45"E	30.66
L17	S10°20'40"W	23.83
L18	S57°18'12"W	18.78
L19	N80°00'00"W	15.68
L20	N88°12'08"W	18.65
L21	S68°54'15"W	14.54
L22	S72°25'23"W	45.83
L23	N80°00'00"W	18.67
L24	S28°08'37"W	38.09
L25	S78°20'05"W	81.31
L26	N86°28'42"W	57.75



LINE #	BEARING	DISTANCE
L27	N38°30'00"W	37.98
L28	N24°23'00"W	84.23
L29	N02°04'24"E	33.16
L30	N58°32'45"E	18.88
L31	S45°32'18"E	39.88
L32	N47°16'10"E	71.54
L33	N11°25'18"W	38.77
L34	S83°12'57"W	41.62
L35	N16°07'15"W	22.37
L36	N28°20'45"W	54.88
L37	N58°24'18"W	30.29
L38	N28°08'42"W	22.14
L39	N02°03'03"E	21.27
L40	N06°32'31"E	44.72
L41	N08°14'44"E	77.74
L42	N89°02'32"E	112.46
L43	N88°44'48"E	81.89
L44	N80°53'33"E	91.11
L45	N88°15'34"E	58.45
L46	S45°47'17"E	44.25



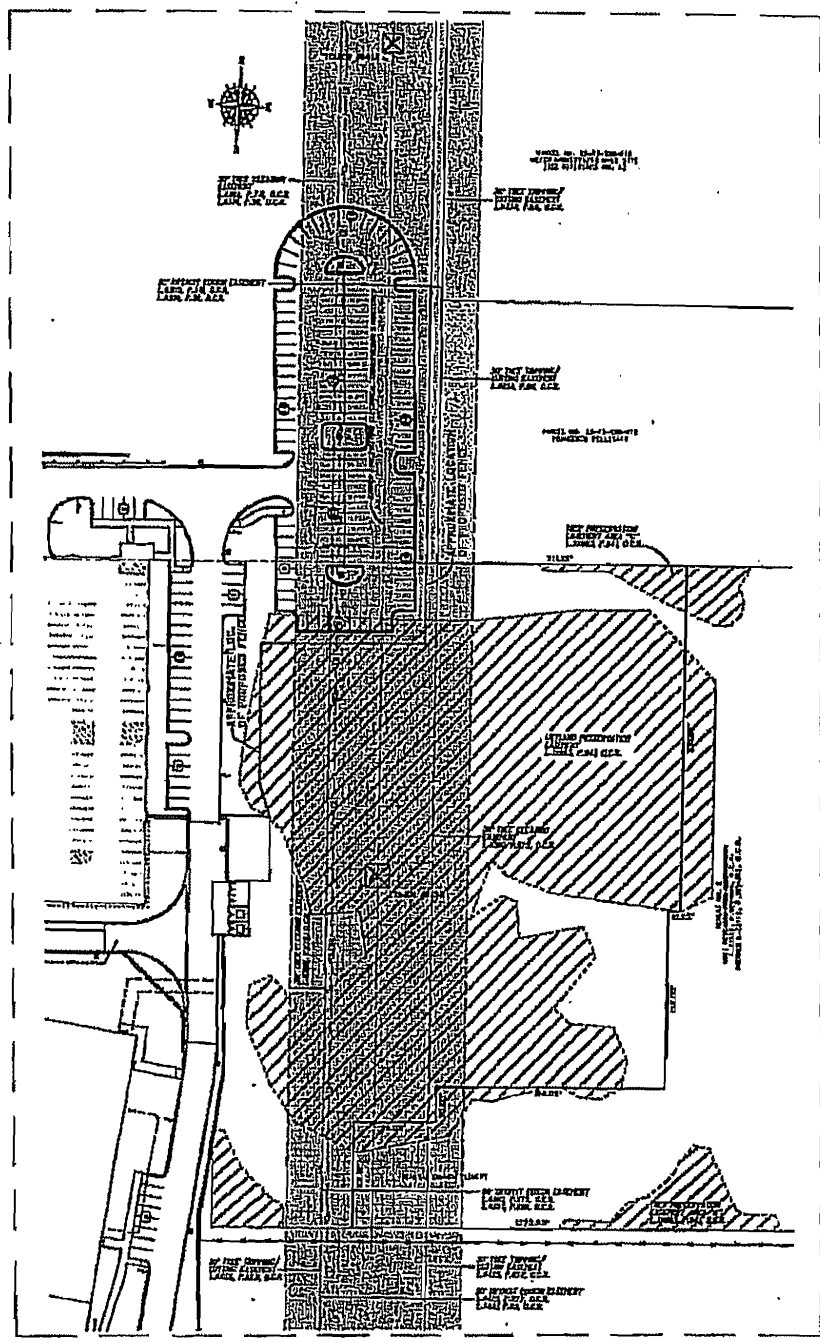
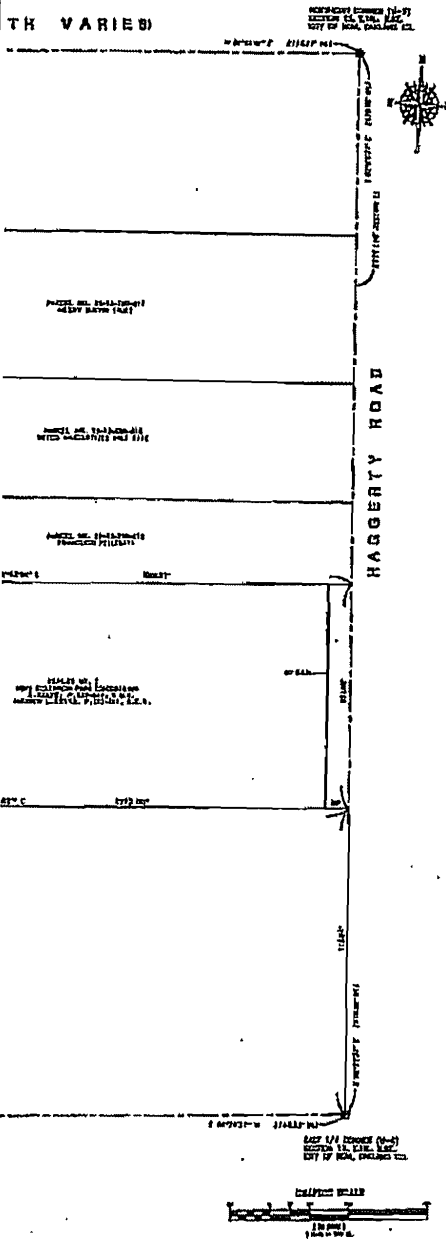
LEGEND
 SECTION CORNER FOUND

PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: GILLET ASSOCIATES, INC. 39300 West Twelve Mile Rd, Suite 180 Farmington Hills, MI 48331	SCALE: 1"=100'	JOB No: 200B178	6400 Rochester Ct. Suite 100 Troy, MI 48068-1872 (248) 688-8880
	DATE: 10-05-07	DWG. No: 1 of 2	

2200670\2000170\SURVEY-DEPT\08170001\09170 0812 ESU1-DWG.dwg DWG

Exhibit D



LEGEND

	66KV EASEMENT DETENTIVE EASEMENT TRANSMISSION LINE EASEMENT L. 1428, P. 207, & L. 1421, P. 210, D.C.R.		138KV EASEMENT DETENTIVE EASEMENT TRANSMISSION LINE EASEMENT L. 1428, P. 207, & L. 1421, P. 210, D.C.R.
	138KV EASEMENT DETENTIVE EASEMENT TRANSMISSION LINE EASEMENT L. 1428, P. 207, & L. 1421, P. 210, D.C.R.		138KV EASEMENT DETENTIVE EASEMENT TRANSMISSION LINE EASEMENT L. 1428, P. 207, & L. 1421, P. 210, D.C.R.
	138KV EASEMENT DETENTIVE EASEMENT TRANSMISSION LINE EASEMENT L. 1428, P. 207, & L. 1421, P. 210, D.C.R.		138KV EASEMENT DETENTIVE EASEMENT TRANSMISSION LINE EASEMENT L. 1428, P. 207, & L. 1421, P. 210, D.C.R.
	138KV EASEMENT DETENTIVE EASEMENT TRANSMISSION LINE EASEMENT L. 1428, P. 207, & L. 1421, P. 210, D.C.R.		138KV EASEMENT DETENTIVE EASEMENT TRANSMISSION LINE EASEMENT L. 1428, P. 207, & L. 1421, P. 210, D.C.R.
	138KV EASEMENT DETENTIVE EASEMENT TRANSMISSION LINE EASEMENT L. 1428, P. 207, & L. 1421, P. 210, D.C.R.		138KV EASEMENT DETENTIVE EASEMENT TRANSMISSION LINE EASEMENT L. 1428, P. 207, & L. 1421, P. 210, D.C.R.



DATE		SCALE		PROJECT	
NO.		DATE		BY	
REV.	B	DATE		BY	
ITC NEW YORK HEADQUARTERS - 1155 AVENUE OF THE AMERICANS PART OF THE NORTH RANGE 1/4 OF SECTION 12, TOWN 1 NORTH RANGE 9 EAST CITY OF NEW YORK - DOWNSIDE DISTRICT - MANHATTAN					
INTERNATIONAL TRANSMISSION COMPANY 3770 DEWEY WAY NEW YORK, NEW YORK 10021					

**CONSERVATION EASEMENT
PREVIOUSLY ACCEPTED AND RECORDED**

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2009 MAR 26 AM 8:33

49790
LIBER 41011 PAGE 208
\$44.00 MISC RECORDING
\$4.00 REINDEMENTATION
03/26/2009 01:23:30 P.M. RECEIPT# 24244

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

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 21st day of February, 2008, by and between International Transmission Company, a Michigan corporation, whose address is 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375 hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 13 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of an office building, subject to provision of an appropriate easement to permanently protect the wetlands, wetland buffers, wetland mitigation areas and woodlands thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$ 1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to Subpart 11 of Part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the wetlands, wetland buffers, wetland mitigation areas and woodlands as shown on the attached and incorporated Exhibit B. Except as provided in this Conservation Easement, the subject areas shall be perpetually preserved, 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.

19P
R
E

2. Except for overhanging electric transmission facilities and except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the wetlands, wetland buffers, wetland mitigation areas and woodlands and/or vegetation within the Easement Areas, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, or maintaining any use or development in the Easement Areas.

3. No grass or other vegetation shall be planted in the Easement Areas with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

5. This Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Areas, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Areas to determine whether the Easement Area is being preserved in compliance with the terms of the Conservation Easement.

6. In the event of a failure to preserve the wetland areas and/or protected woodlands in reasonable order and condition, the City may serve written notice upon the Grantor, setting forth the deficiencies in 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 restoration of any wetlands, wetland buffers, wetland mitigation areas or woodlands that Grantor has destroyed. 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 Grantor has destroyed any wetlands, wetland buffers, wetland mitigation areas or woodlands protected by this Conservation Easement and that preservation has 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, or cause its agents or contractors to enter upon the property and perform such preservation or restoration as reasonably found by the City to be appropriate. The cost and expense of making and financing such wetlands, wetland buffers, wetland mitigation areas or woodlands, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots on the property. 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 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, 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 Grantor and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

7. Within 90 days after the Conservation Easement shall have been recorded, Grantor, at its sole expense, shall place such signs defining the boundaries of the Easement Area and describing its protected purpose, as indicated herein.

8. This Conservation 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)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.45 6(5)(a).

9. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

IN WITNESS WHEREOF, Grantor and Grantee have executed the Conservation Easement as of the day and year first above set forth.

Grantor:

INTERNATIONAL TRANSMISSION COMPANY



By: Christine Mason Soneral

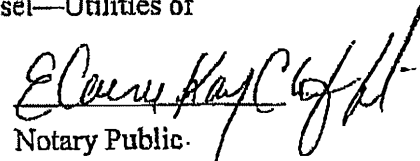
Its: Vice President and General Counsel—Utilities

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21st day of February 2008, by Christine Mason Soneral, the Vice President and General Counsel—Utilities of International Transmission Company on behalf of the company.


Notary Public.

Acting in Oakland County, Michigan


My Commission Expires: _____



ELAINE KAY CLIFFORD
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 14, 2014
Acting in the County of Oakland

Grantee:


CITY OF NOVI, A Municipal Corporation



 By: David B. Landry - Mayor
 Its: _____

STATE OF MICHIGAN)
) ss
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this 21st day of FEBRUARY 2009, by David B. Landry - Mayor on behalf of the City of Novi, a Municipal Corporation.


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

Drafted by:
 Elizabeth M. Kudla
 30903 Northwestern Highway
 P.O. Box 3040
 Farmington Hills, MI 48333-3040

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

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

EXHIBIT A

SKETCH OF CONSERVATION EASEMENT
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION OVERALL PARCEL:

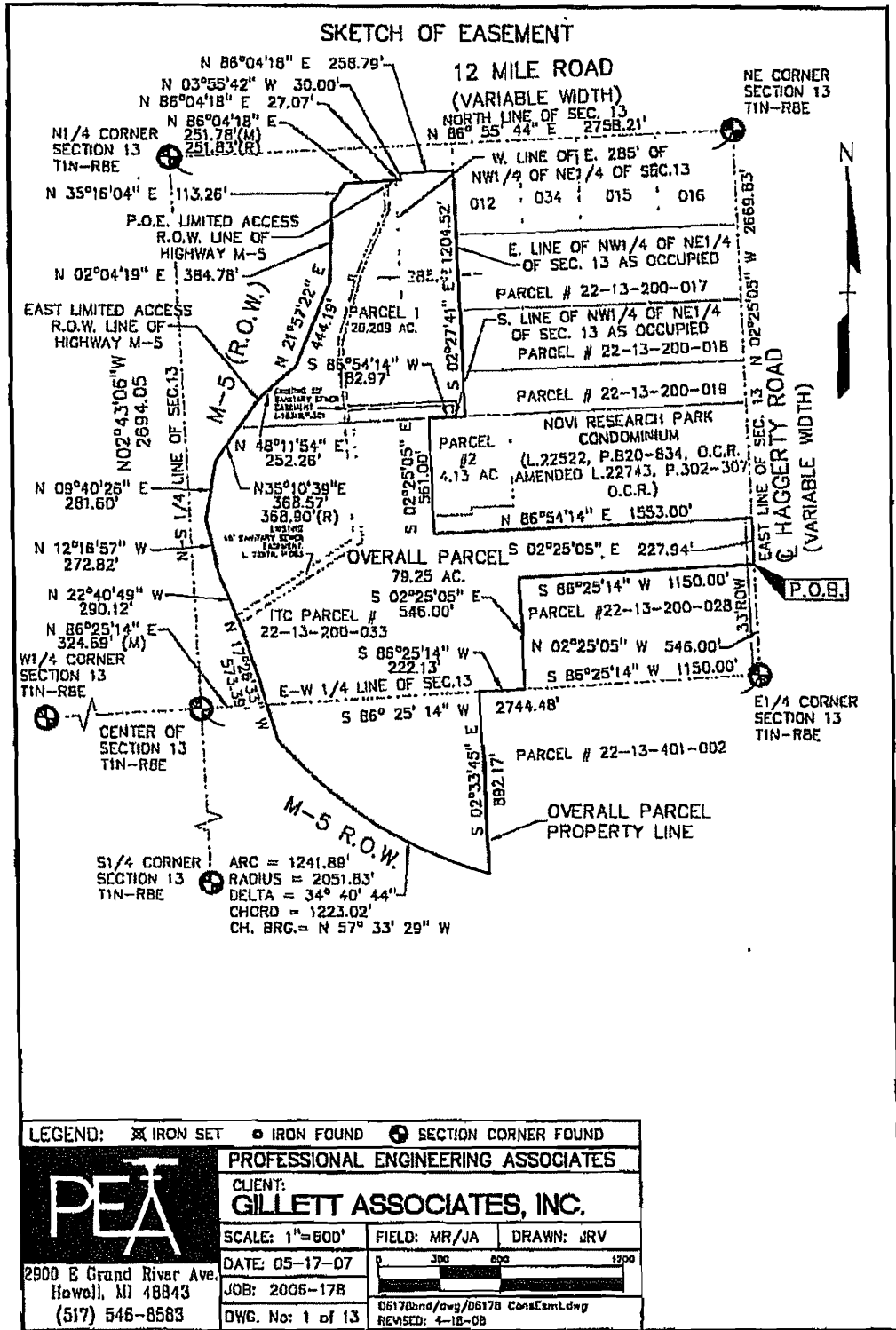
Part of the East 1/2 of Section 13, TIN—R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 546.00 feet to the POINT OF BEGINNING; thence S 86°25' W, 1150.00 feet; thence S 02°25'05" E, 546.00 feet to a point on the East—West 1/4 line of Section 13; thence along said East—West 1/4 line, S 86°25'14" W, 222.13 feet; thence S 02°33'45" E, 892.17 feet to a point on the Easterly Right—of—Way line of Limited Access State Highway M—5; thence along said Easterly Right—of—Way line the following eleven (11) courses:

- 1) 1241.89 feet along a curve to the right, said curve having a radius of 2051.83 feet, a central angle of 34°40'44", and a chord which bears N 57°33'29" W, 1223.02 feet,
- 2) N 17°26'33" W, 573.39 feet,
- 3) N 22°40'49" W, 290.12 feet,
- 4) N 12°16'57" W, 272.82 feet,
- 5) N 09°40'26" E, 281.60 feet,
- 6) N 35°10'39" E, 368.57 feet (recorded as 368.90 feet),
- 7) N 48°11'54" E, 252.26 feet,
- 8) N 21°57'22" E, 444.19 feet, 9) N 02°04'18" E, 384.78 feet,
- 10) N 35°16'04" E, 113.26 feet, and
- 11) N 86°04' E, 251.78 feet (recorded as 251.83 feet) to a point on the West line of the Easterly 285 feet of the Northwest 1/4 of the Northeast 1/4 of Section 13, and the Point of Ending of said Limited Access Right—of—Way line; thence N 86°04'18" E, 27.07 feet; thence N 03°55'42" W, 30.00 feet; thence N 86°04'18" E, 258.79 feet to a point on the East line of Northwest 1/4 of the Northeast 1/4 of Section 13 as occupied; thence along said East line of the Northwest 1/4 of the Northeast 1/4 S 02°27'41" E, 1204.52 feet to a point on the South line of the Northwest 1/4 of the Northeast 1/4 as occupied, point also being on the North line of Novi Research Park Condominium (L.22522, P.820—834, O.C.R. amended L.22743, P.302—307, O.C.R.); thence along said line, S 86°54'14" W, 182.97 feet; thence along the West line of said Novi Research Park Condominium, S 02°25'05" E, 561.00 feet; thence along the south line of said Novi Research Park Condominium, N 86°54'14" E, 1553.00 feet to a point on the East line of said Section 13 and the centerline of said Haggerty Road; thence along said East line, S 02°25'05" E, 227.94 feet to the POINT OF BEGINNING. Containing 79.25 acres of land and subject to any easements or restrictions of record.

22-13-200-037
22-13-200-033

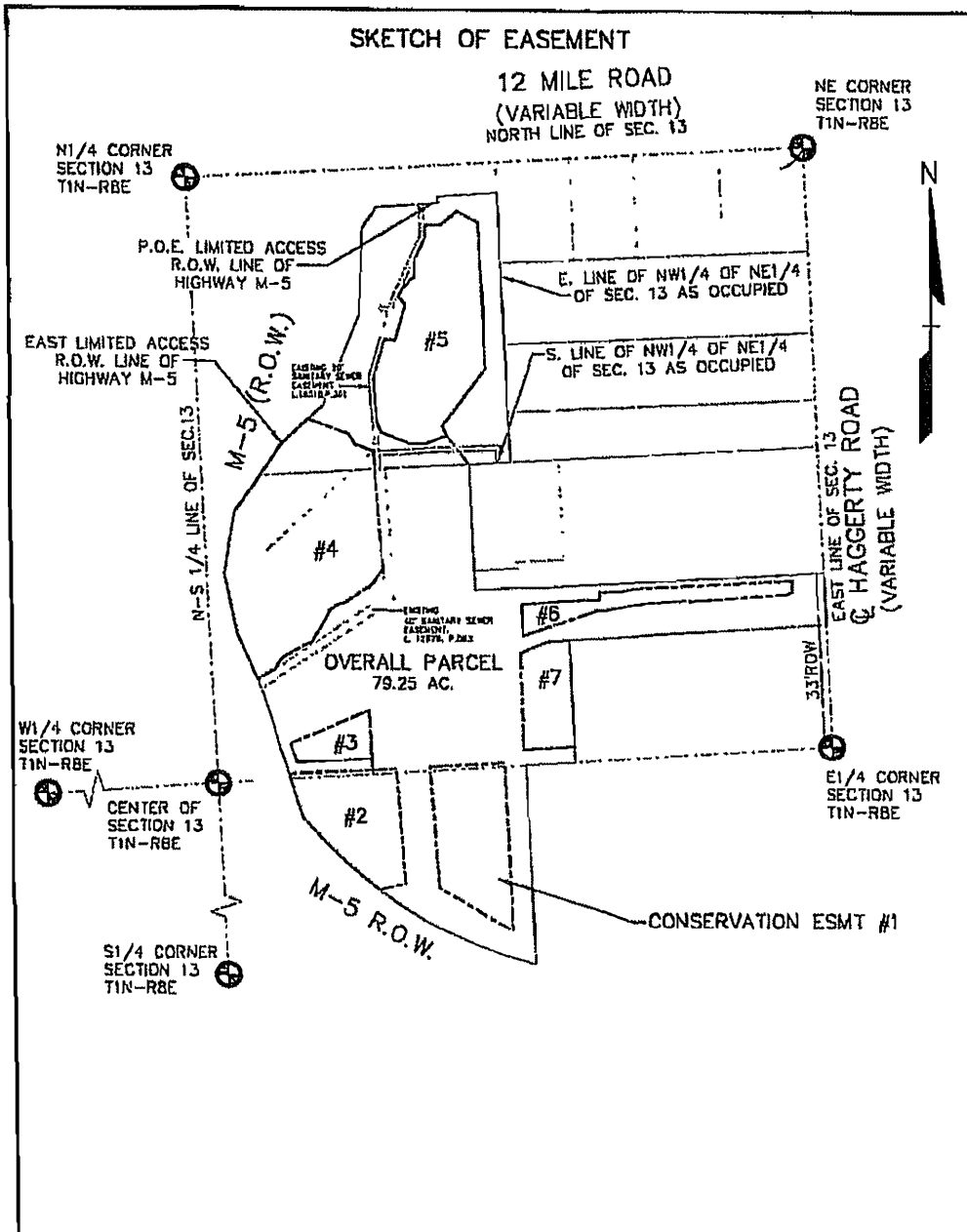
EXHIBIT B
EASEMENT AREAS



LEGEND: \times IRON SET \bullet IRON FOUND \odot SECTION CORNER FOUND	
PROFESSIONAL ENGINEERING ASSOCIATES	
CLIENT: GILLET ASSOCIATES, INC.	
SCALE: 1"=600'	FIELD: MR/JA DRAWN: JRV
DATE: 05-17-07	
JOB: 2005-17B	
DWG. No: 1 of 13	0517Bana/avg/0617B ConsEsmL.dwg REVISED: 4-18-08

PEA

2900 E Grand River Ave.
 Howell, MI 48843
 (517) 548-8583



LEGEND: X IRON SET ● IRON FOUND ⊕ SECTION CORNER FOUND

PEA PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: GILLETT ASSOCIATES, INC.

SCALE: 1"=600' FIELD: MR/JA DRAWN: JRV

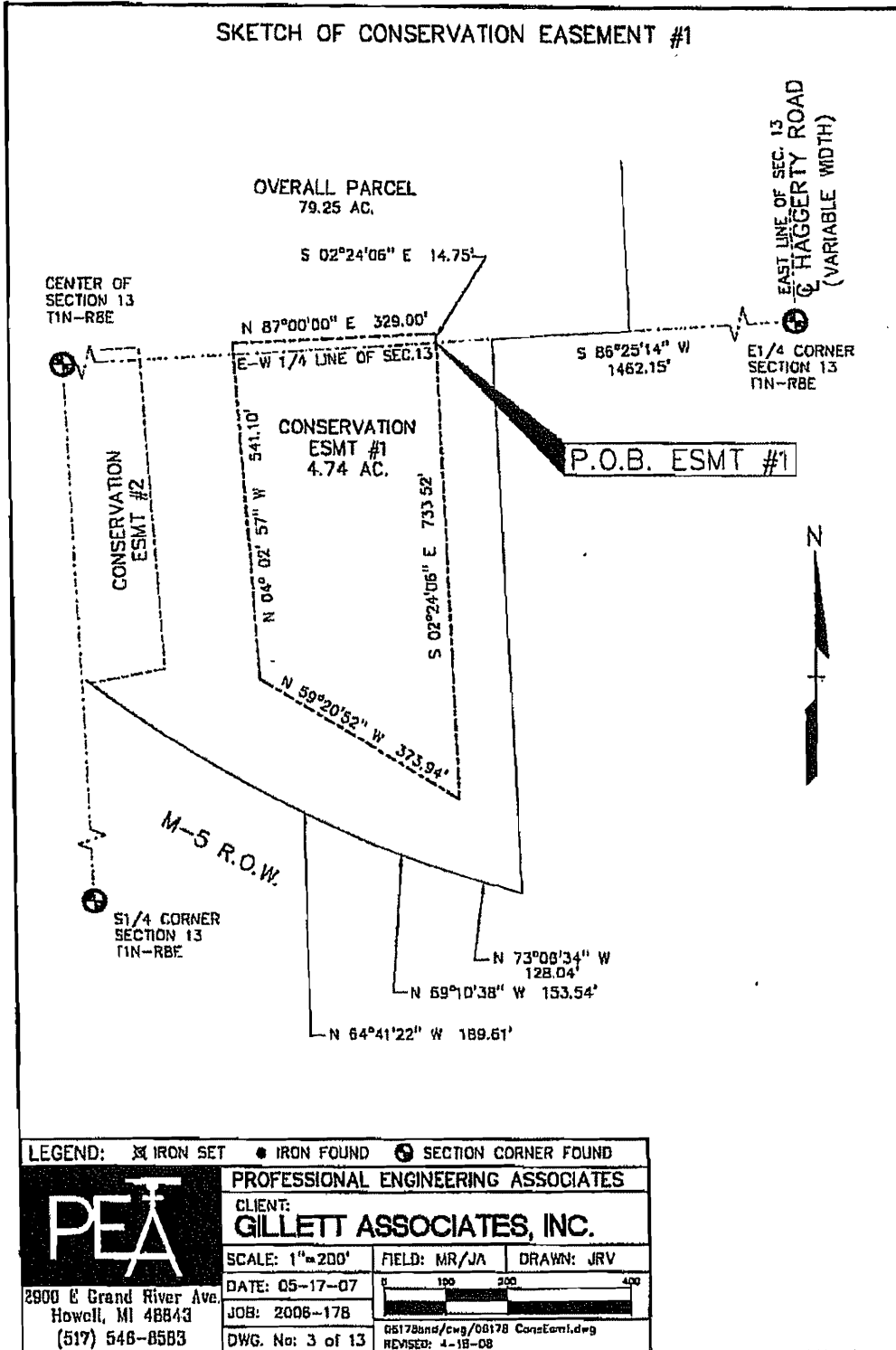
DATE: 05-17-07

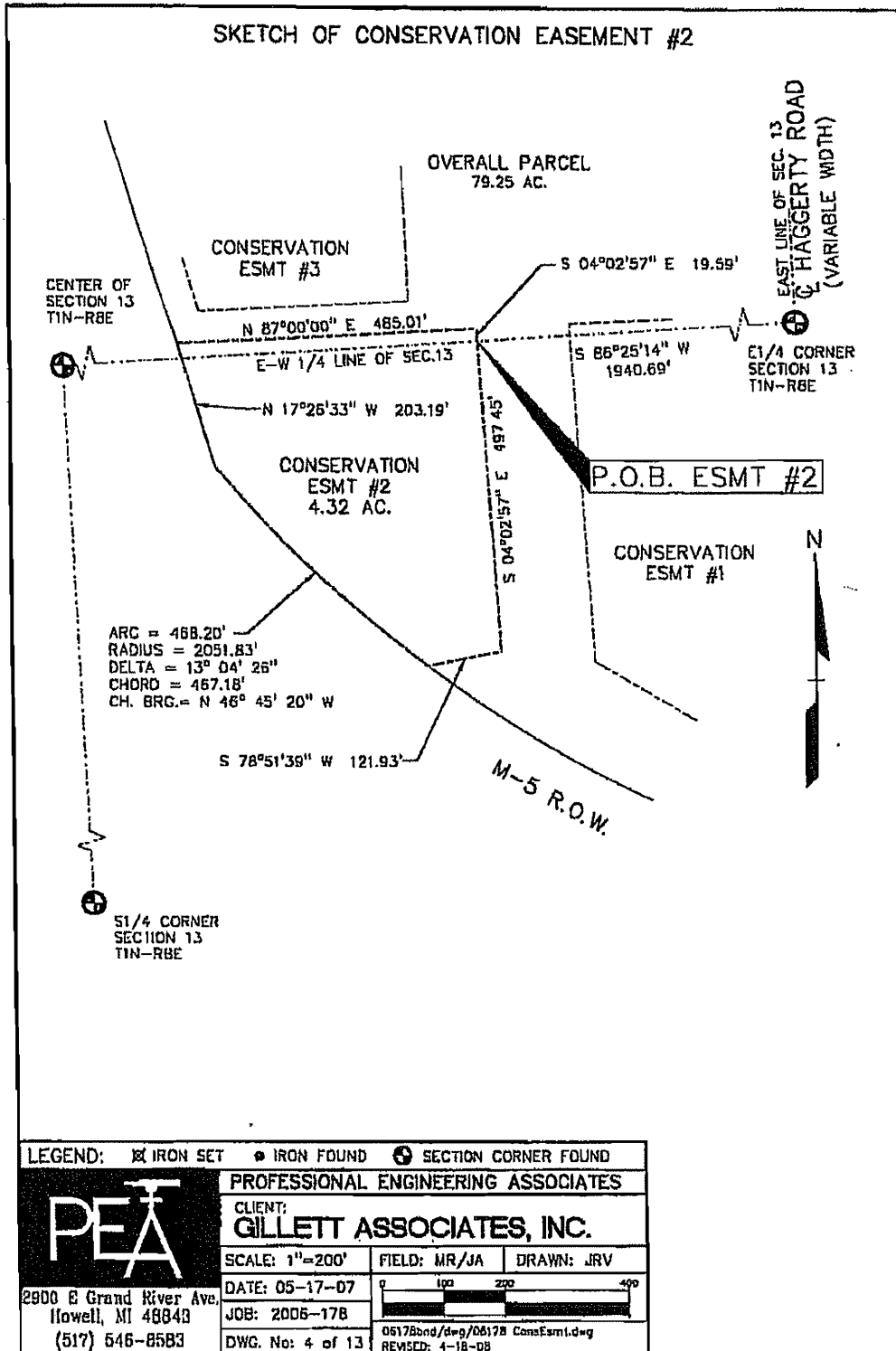
JOB: 2006-178

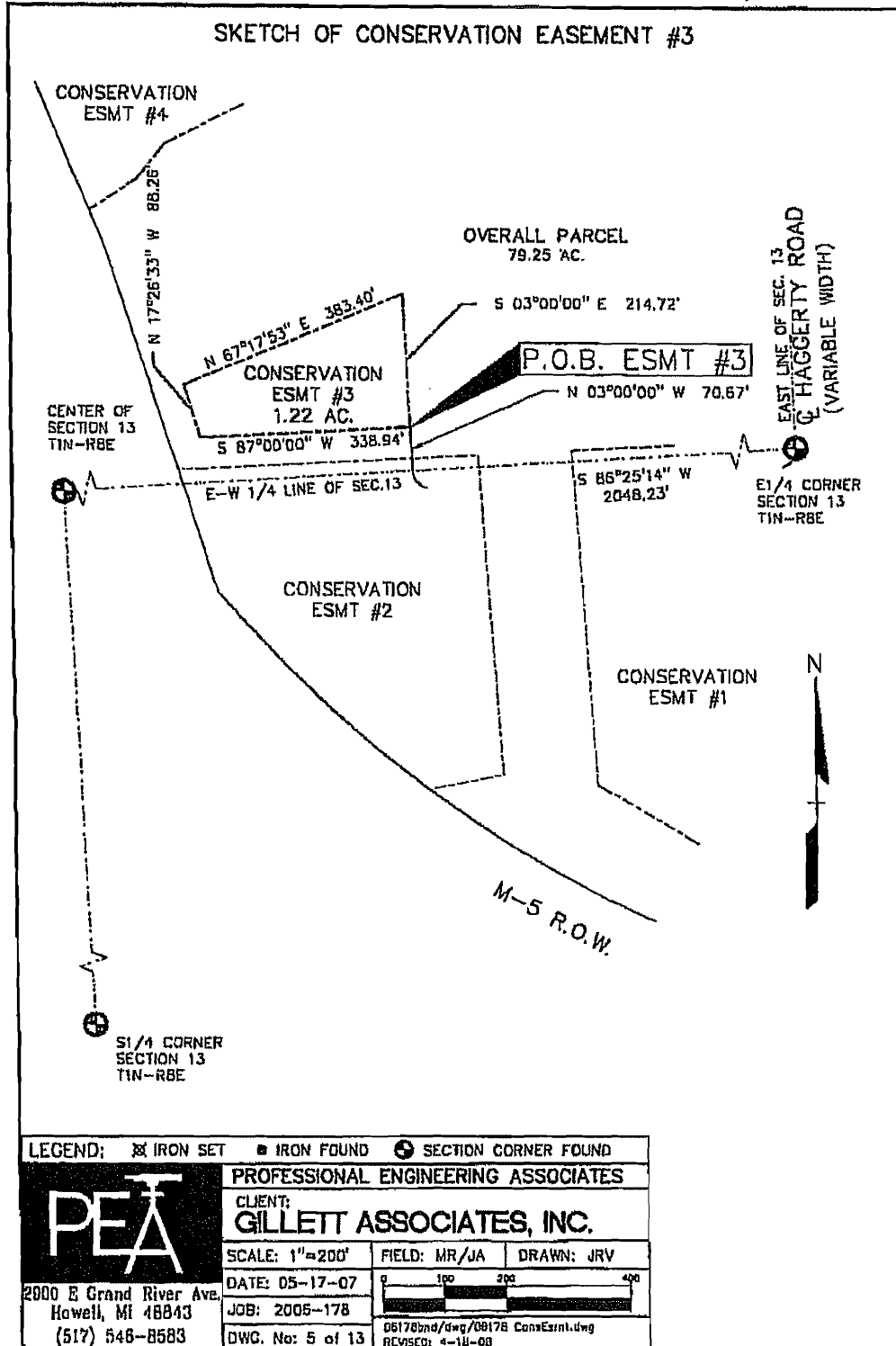
DWG. No: 2 of 13

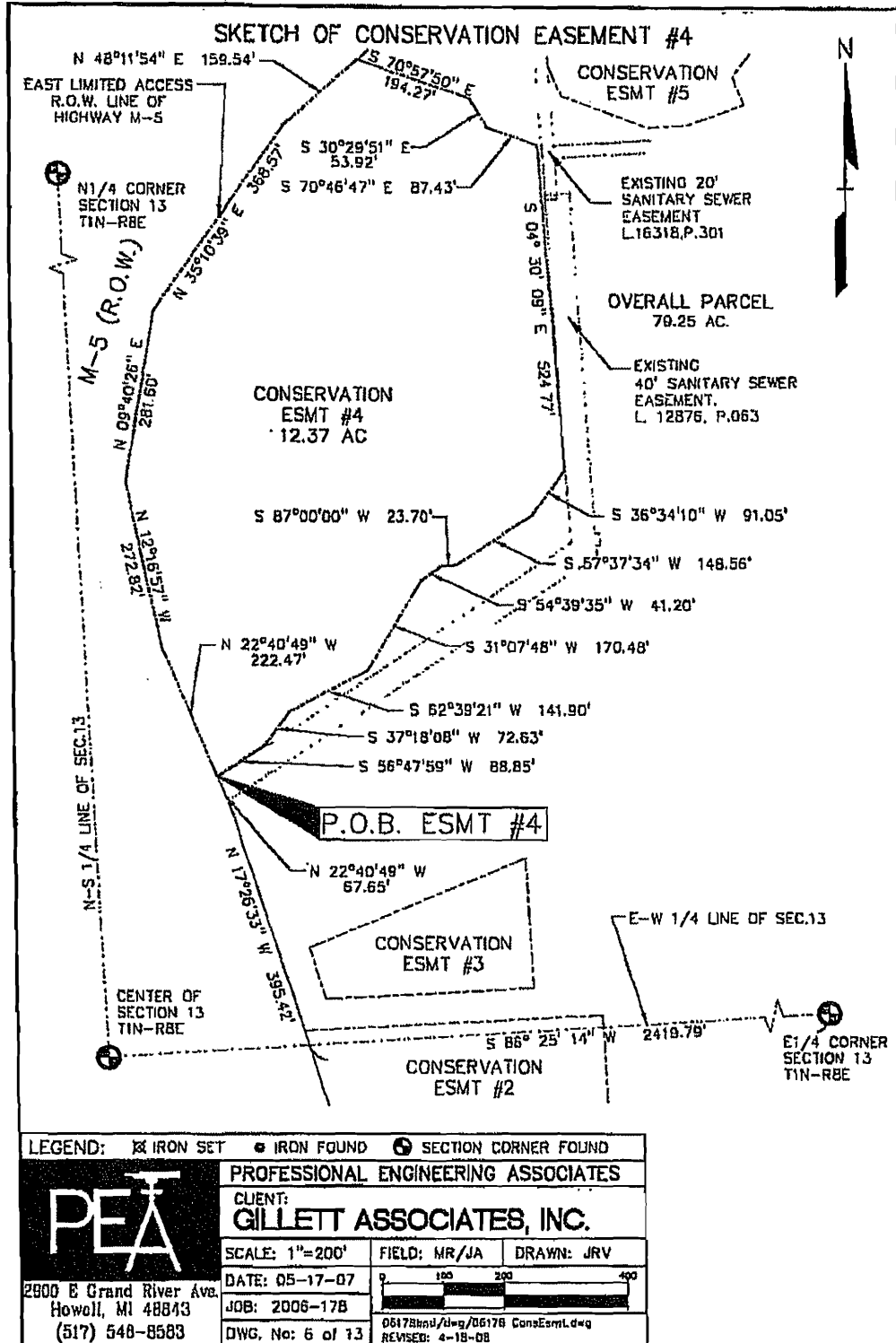
2900 E Grand River Ave.
Howell, MI 48843
(517) 546-8583

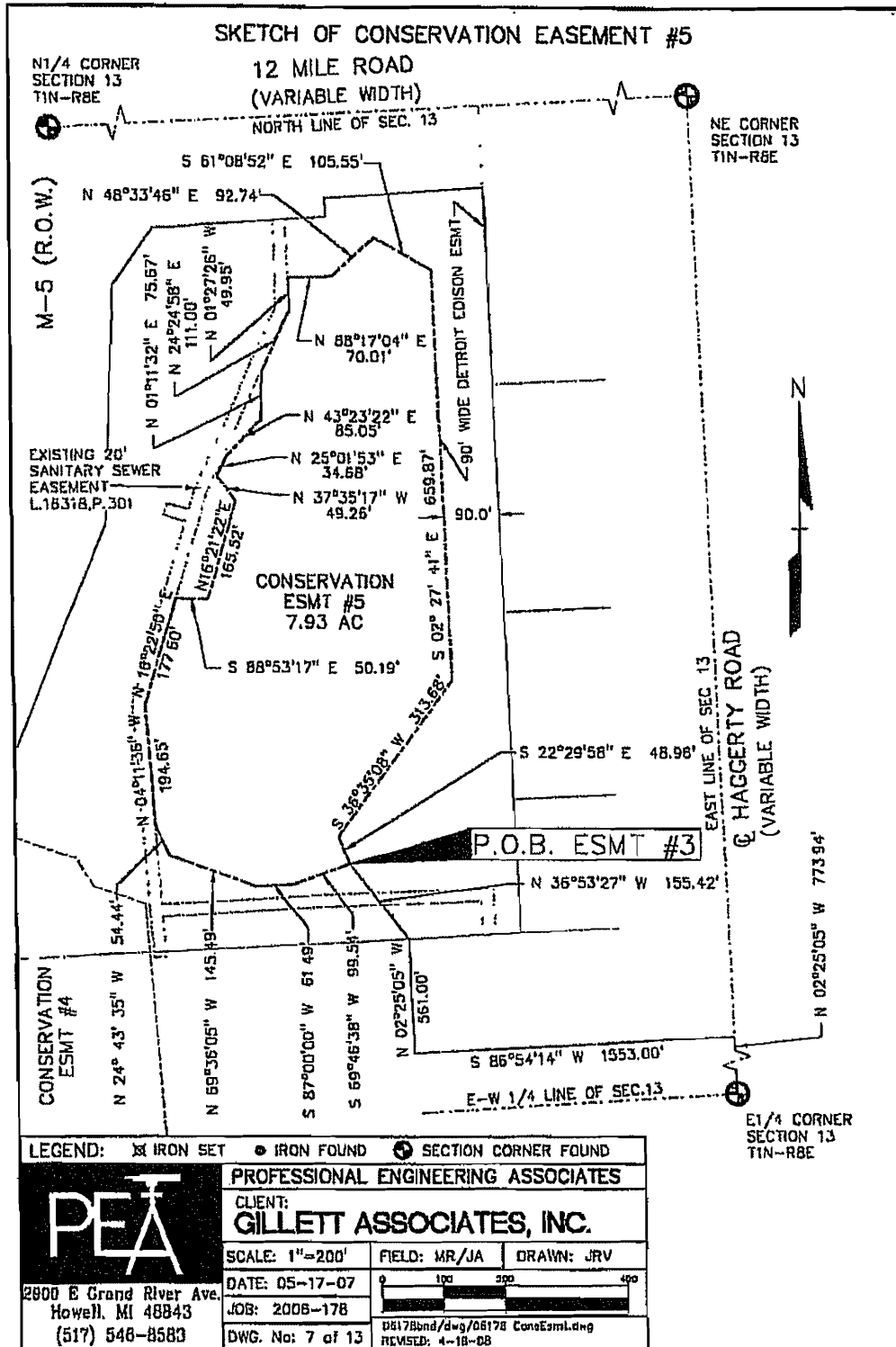
06178bnd/dwg/06178 ConsEsmL.dwg
REVISED: 6-18-08

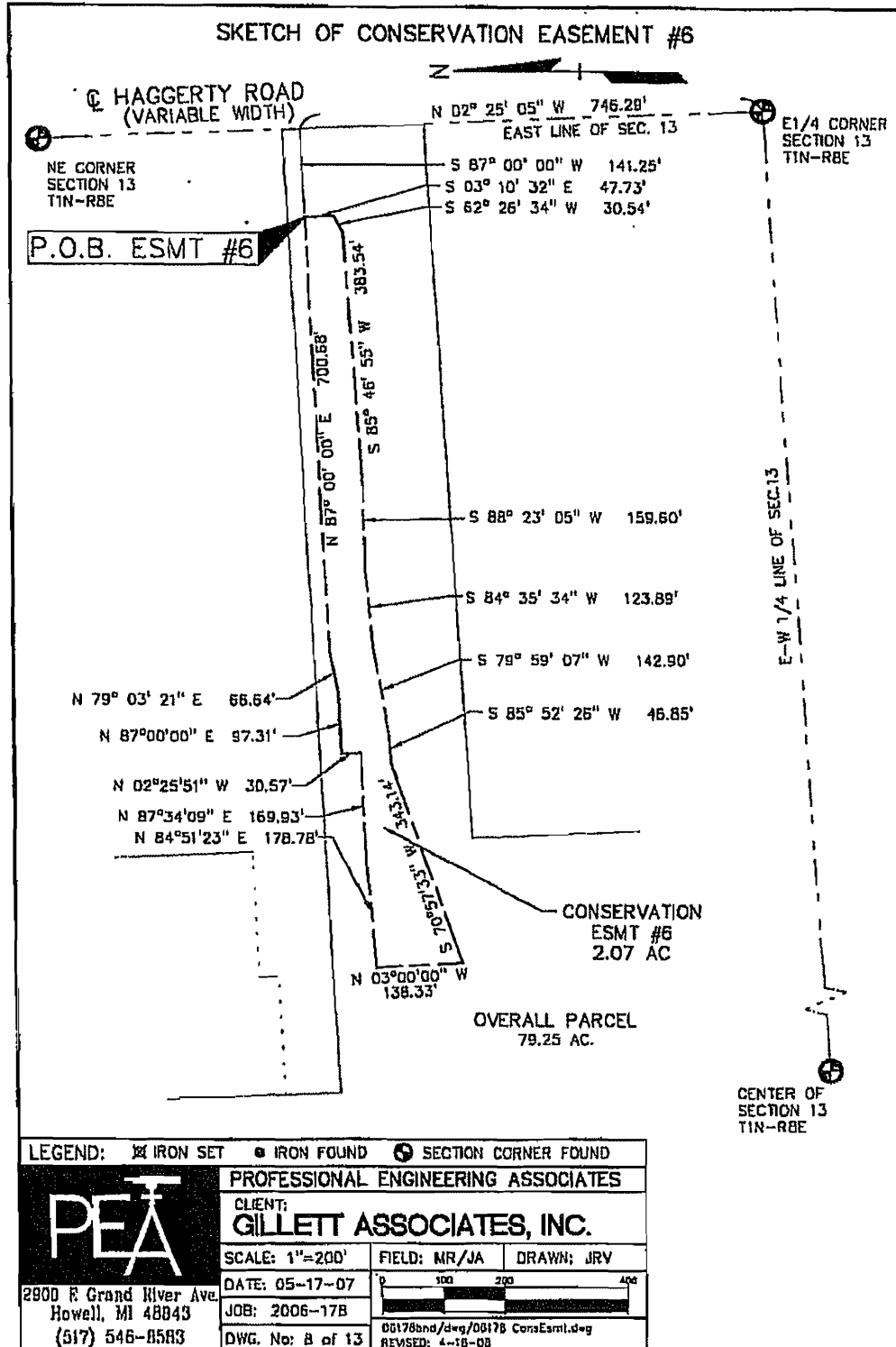




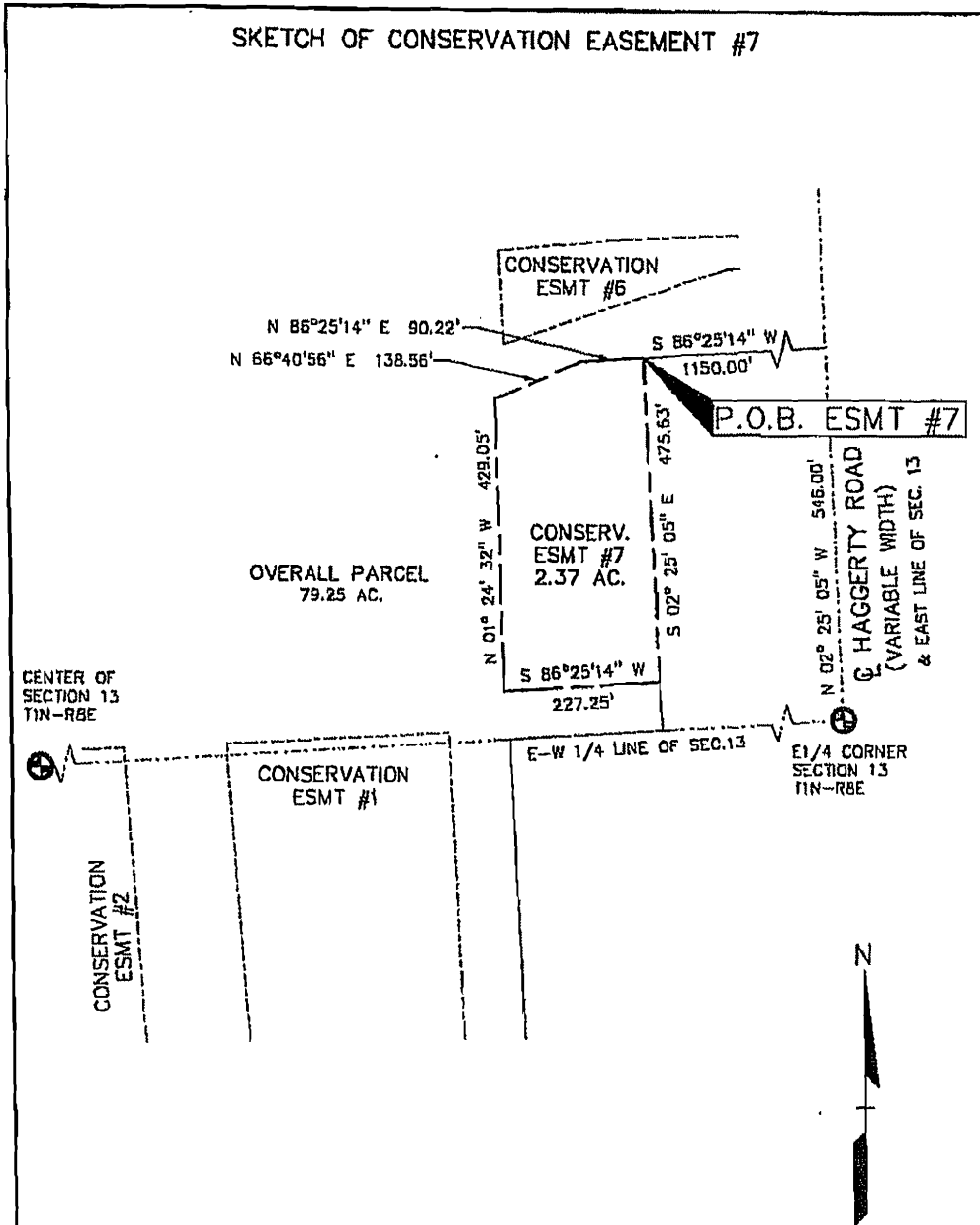








SKETCH OF CONSERVATION EASEMENT #7



LEGEND: \times IRON SET \bullet IRON FOUND \oplus SECTION CORNER FOUND

PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT:
GILLETT ASSOCIATES, INC.

SCALE: 1"=200' FIELD: MR/JA DRAWN: JRV

DATE: 05-17-07 JOB: 2006-178

DWG. No: 9 of 13

2800 E Grand River Ave.
Howell, MI 48843
(517) 546-8503

05178bnd/dwg/05178 ConsEasmt.dwg
REVISED: 4-18-08



SKETCH OF EASEMENT



LEGAL DESCRIPTIONS:

OVERALL PARCEL

Part of the East 1/2 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 546.00 feet to the POINT OF BEGINNING; thence S 86°25'14" W, 1150.00 feet; thence S 02°25'05" E, 546.00 feet to a point on the East-West 1/4 line of Section 13; thence along said East-West 1/4 line, S 86°25'14" W, 222.13 feet; thence S 02°33'45" E, 892.17 feet to a point on the Easterly Right-of-Way line of Limited Access State Highway M-5; thence along said Easterly Right-of-Way line the following eleven (11) courses: 1) 1241.89 feet along a curve to the right, said curve having a radius of 2051.83 feet, a central angle of 34°40'44", and a chord which bears N 57°33'29" W, 1223.02 feet, 2) N 17°26'33" W, 573.39 feet, 3) N 22°40'49" W, 290.12 feet, 4) N 12°16'57" W, 272.82 feet, 5) N 09°40'26" E, 281.60 feet 6) N 35°10'39" E, 368.57 feet (recorded as 368.90 feet), 7) N 48°11'54" E, 252.26 feet, 8) N 21°57'22" E, 444.19 feet, 9) N 02°04'19" E, 384.78 feet, 10) N 35°16'04" E, 113.26 feet, and 11) N 86°04'18" E, 251.78 feet (recorded as 251.83 feet) to a point on the West line of the Easterly 285 feet of the Northwest 1/4 of the Northeast 1/4 of Section 13, and the Point of Ending of said Limited Access Right-of-Way line; thence N 86°04'18" E, 27.07 feet; thence N 03°55'42" W, 30.00 feet; thence N 86°04'18" E, 258.79 feet to a point on the East line of Northwest 1/4 of the Northeast 1/4 of Section 13 as occupied; thence along said East line of the Northwest 1/4 of the Northeast 1/4, S 02°27'41" E, 1204.52 feet to a point on the South line of the Northwest 1/4 of the Northeast 1/4 as occupied, point also being on the North line of Novi Research Park Condominium (L.22522, P.820-834, O.C.R. amended L.22743, P.302-307, D.C.R.); thence along said line, S 86°54'14" W, 182.97 feet; thence along the West line of said Novi Research Park Condominium, S 02°25'05" E, 561.00 feet; thence along the south line of said Novi Research Park Condominium, N 86°54'14" E, 1553.00 feet to a point on the East line of said Section 13 and the centerline of said Haggerty Road; thence along said East line, S 02°25'05" E, 227.94 feet to the POINT OF BEGINNING. Containing 79.25 acres of land and subject to any easements or restrictions of record.

	PROFESSIONAL ENGINEERING ASSOCIATES		
	CLIENT: GILLETT ASSOCIATES, INC.		
	SCALE: NO SCALE	FIELD: MR/JA	DRAWN: JRV
	DATE: 05-17-07		
2900 E Grand River Ave. Howell, MI 48843 (517) 548-0589	JOB: 2006-178	DWG. No: 10 of 13	
		00178and/dwg/00178 ConsEasL.dwg REVISED: 4-18-08	

LEGAL DESCRIPTIONS:	SKETCH OF EASEMENT	
<p>CONSERVATION EASEMENT #1 Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:</p>		
<p>COMMENCING at the East 1/4 corner of said Section 13; thence along the East-West 1/4 line of said Section 13, S 86°25'14" W, 1462.15 feet to the POINT OF BEGINNING, thence S 02°24'06" E, 733.52 feet; thence N 59°20'52" W, 373.94 feet; thence N 04°02'57" W, 541.13 feet; thence N 87°00'00" E, 329.00 feet; thence S 02°24'06" E, 14.75 feet to the POINT OF BEGINNING. Containing 4.74 acres.</p> <p style="text-align: right; font-size: 1.2em;">P+22-13-200-033</p>		
<p>CONSERVATION EASEMENT #2 Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:</p>		
<p>COMMENCING at the East 1/4 corner of said Section 13; thence along the East-West 1/4 line of said Section 13, S 86°25'14" W, 1940.69 feet to the POINT OF BEGINNING; thence S 04°02'57" E, 497.45 feet; thence S 78°51'39" W, 121.93 feet to a point on the easterly line of limited access highway M-5 (variable width); thence along said easterly line the following two (2) course: 1) 468.20 feet along a curve to the right, said curve having a radius of 2051.83 feet, a central angle of 13°04'26", and a chord which bears N 46°45'20" W, 467.18 feet, and 2) N 17°26'33" W, 202.19 feet; thence N 87°00'00" E, 485.01 feet; thence S 04°02'57" E, 19.59 feet to the POINT OF BEGINNING. Containing 4.32 acres.</p> <p style="text-align: right; font-size: 1.2em;">P+22-13-200-033</p>		
<p>CONSERVATION EASEMENT #3 Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:</p>		
<p>COMMENCING at the East 1/4 corner of said Section 13; thence along the East-West 1/4 line of said Section 13, S 86°25'14" W, 2048.23 feet; thence N 03°00'00" W, 70.67 feet to the POINT OF BEGINNING, thence S 87°00'00" W, 338.94 feet; thence N 17°26'33" W, 88.26 feet; thence N 67°17'53" E, 383.40 feet; thence S 03°00'00" E, 214.72 feet to the POINT OF BEGINNING. Containing 1.22 acres.</p> <p style="text-align: right; font-size: 1.2em;">P+22-13-200-033</p>		
		
<p>PROFESSIONAL ENGINEERING ASSOCIATES</p>		
<p>CLIENT: GILLETT ASSOCIATES, INC.</p>		
SCALE: NO SCALE	FIELD: MR/JA	DRAWN: JRV
DATE: 05-17-07		
JOB: 2006-178	<small>08178bnd/dwg/08178 ConsEsm1.dwg</small>	
DWG. No: 11 of 13	<small>REVISED: 4-18-08</small>	
<p>2900 E Grand River Ave. Howell, MI 48843 (517) 546-8583</p>		

SKETCH OF EASEMENT

LEGAL DESCRIPTIONS:

CONSERVATION EASEMENT #4

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East-West 1/4 line of said Section 13, S 86°25'14" W, 2419.79 feet to a point on the Easterly Right-of-Way line of Limited Access State Highway M-5; thence along said Easterly Right-of-Way line, N 17°26'33" W, 395.42 feet to the POINT OF BEGINNING; thence continuing along said Easterly Right-of-Way line the following five (5) courses: 1) N 22°40'49" W, 222.47 feet, 2) N 12°16'57" W, 272.82 feet, 3) N 09°40'26" E, 281.60 feet, 4) N 35°10'39" E, 368.57 feet, 5) N 48°11'54" E, 159.54 feet; thence S 70°57'50" E, 194.27 feet; thence S 30°29'51" E, 53.92 feet; thence S 70°46'47" E, 87.43 feet; thence S 04°30'08" E, 524.77 feet; thence S 36°34'10" W, 91.05 feet; thence S 57°37'34" W, 148.56 feet, thence S 87°00'00" W, 23.70 feet; thence S 54°39'35" W, 41.20 feet; thence S 31°07'48" W, 170.48 feet; thence S 62°39'21" W, 141.90 feet; thence S 37°18'08" W, 72.63 feet; thence S 56°47'59" W, 88.85 feet to the POINT OF BEGINNING. Containing 12.37 acres.


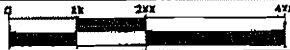
Pt 22-13-200-033

CONSERVATION EASEMENT #5

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 773.94 feet; thence, thence along the South line of Novi Research Park Condominium (L.22522, P.820-834, O.C.R. amended L.22743, P.302-307, O.C.R.), S 86°54'11" W, 1553.00 feet; thence along the West line of Novi Research Park Condominium, N 02°25'05" W, 561.00 feet; thence N 36°53'27" W, 155.42 feet to the POINT OF BEGINNING, thence S 69°46'38" W, 99.54 feet; thence S 87°00'00" W, 61.49 feet; thence N 69°36'05" W, 145.49 feet; thence N 24°43'35" W, 54.44 feet; thence N 04°11'36" W, 194.65 feet; thence N 16°22'50" E, 177.60 feet; thence S 88°53'17" E, 50.19 feet; thence N 18°21'22" E, 165.52 feet; thence N 37°35'17" W, 49.26 feet; thence N 25°01'53" E, 34.68 feet; thence N 43°23'22" E, 85.05 feet; thence N 01°11'32" E, 75.67 feet; thence N 24°24'58" E, 111.00 feet; thence N 01°27'26" W, 49.95 feet; thence N 88°17'04" E, 70.01 feet; thence N 48°33'46" E, 92.74 feet; thence S 61°08'52" E, 105.55 feet; thence S 02°27'41" E, 659.87 feet, thence S 36°35'08" W, 313.68 feet; thence S 22°29'58" E, 48.96 feet to the POINT OF BEGINNING. Containing 7.93 acres.

Pt 22-13-200-037

 2900 E Grand River Ave. Howell, MI 48843 (517) 546-8583	PROFESSIONAL ENGINEERING ASSOCIATES		
	CLIENT: GILLETT ASSOCIATES, INC.		
	SCALE: NO SCALE	FIELD: MR/JA	DRAWN: JRJ
	DATE: 05-17-07		
	JOB: 2006-178	D617B.dwg / dwg / D617B ConsEasM.dwg	
DWG. No: 12 of 13	REVISED: 4-18-08		

SKETCH OF EASEMENT

LEGAL DESCRIPTION:

CONSERVATION EASEMENT #6

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 746.29 feet; thence S 87°00'00" W, 141.25 feet to the POINT OF BEGINNING; thence S 03°10'32" E, 47.73 feet; thence S 62°25'34" W, 30.54 feet; thence S 85°46'55" W, 383.54 feet; thence S 88°23'05" W, 159.60 feet; thence S 84°35'34" W, 123.89 feet; thence S 79°59'07" W, 142.90 feet; thence S 85°52'26" W, 46.85 feet; thence S 70°57'33" W, 343.14 feet; thence N 03°00'00" W, 138.33 feet; thence N 84°51'23" E, 178.78 feet; thence N 87°34'09" E, 169.93 feet; thence N 02°25'51" W, 30.57 feet; thence N 87°00'00" E, 97.31 feet; thence N 79°03'21" E, 66.64 feet; thence N 87°00'00" E, 700.68 feet to the POINT OF BEGINNING. Containing 2.07 acres.

Pt 22-13-200-033

CONSERVATION EASEMENT #7

Part of the East 1/2 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 546.00 feet; thence S 86°25'14" W, 1150.00 feet to the POINT OF BEGINNING, thence S 02°25'05" E, 475.63 feet; thence S 86°25'14" W, 227.25 feet; N 01°24'32" W, 429.05 feet; thence N 66°40'56" E, 138.56 feet; thence N 86°25'14" E, 90.22 feet to the POINT OF BEGINNING. Containing 2.37 acres.

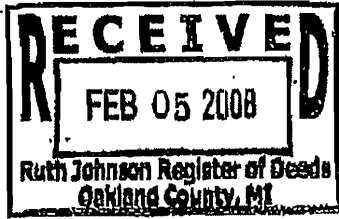
Pt 22-13-200-033



PROFESSIONAL ENGINEERING ASSOCIATES		
CLIENT: GILLETT ASSOCIATES, INC.		
SCALE: NO SCALE	FIELD: MR/JA	DRAWN: JRV
DATE: 05-17-07		
JOB: 2006-178	06178bnd/dwg/06178 ConsExam.dwg	
DWG. No: 13 of 13	REMSCD: 4-18-08	

2900 E Grand River Ave.
Howell, MI 48843
(517) 546-8583

**PRESERVATION EASEMENT
PREVIOUSLY ACCEPTED AND RECORDED**



21605
LIBER 39983 PAGE 841
\$55.00 MISC RECORDING
\$4.00 REINUMENTATION
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

O.K. - A.M.

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).

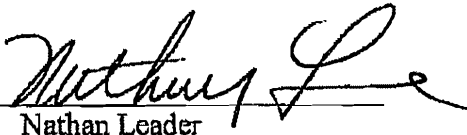
[Signature Lines on Following Page]

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

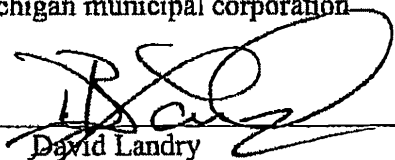
By: 
Nathan Leader
Its: Manager

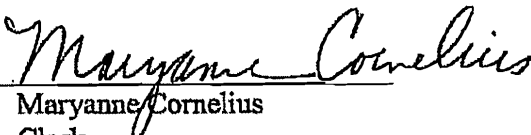
**INTERNATIONAL TRANSMISSION
COMPANY, D/B/A ITCTRANSMISSION,** a
Michigan corporation

By: 
Christine Mason Soneal
Its: Vice President & General Counsel -
Regulatory *Utility operations on*

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.

Amy E. Ciemiega
Notary Public Amy E Ciemiega
Oakland County, Michigan
My Commission Expires: February 21, 2011
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 - ^{Regulatory of} ~~Regulatory of~~ INTERNATIONAL TRANSMISSION COMPANY, D/B/A ITC TRANSMISSION, a Michigan corporation, on behalf the corporation.

Jane E. Reed
Notary Public Jane E Reed
Livingston County, Michigan
My Commission Expires: 8/26/08
Acting in Oakland County
JANE 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

LENDER SUBORDINATION

The undersigned, being the owner and holder of that certain:

(i) Mortgage dated May 4, 2001 (the "Mortgage") executed by Novi Research Park SPE, LLC, a Michigan limited liability company ("Borrower") in favor of PNC Bank, National Association, a national banking association ("Original Lender") recorded on May 31, 2001, in Liber 22957, at Page 709, of the Official Records of Oakland County, Michigan (the "Records"), and assigned to Lender;

(ii) Assignment of Rents made by Borrower in favor of Original Lender dated May 4, 2001 (the "Assignment of Rents"), and recorded on May 31, 2001, in Liber 22957, at Page 434, of the Records, and assigned to Lender; and

(iii) UCC Financing Statement (the "Financing Statement") naming Borrower as debtor and Original Lender as Secured Party, recorded on May 18, 2001, in Liber 22878, at Page 497, of the Records, and assigned to Lender

that encumbers the real property (and improvements thereto and thereon) more particularly described in the Preservation Easement to which this Lender Subordination is attached, hereby acknowledges that the lien, encumbrance, operation, and effect of said Mortgage, Assignment of Leases, and Financing Statement, solely and exclusively upon the property described in said Preservation Easement and none other, is and shall remain subject and subordinate in all respects to the terms and provisions of the Preservation Easement to which this Lender Subordination is attached, solely and exclusively with respect to the easement property described therein and none other.

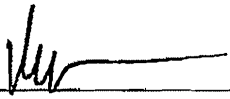
This Lender Subordination shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of Borrower and its successors and assigns.

Dated this 8th day of January, 2008.

[END OF TEXT – SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS]

WELLS FARGO BANK, N.A., A NATIONAL BANKING ASSOCIATION, SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2001-CP4

By: LNR PARTNERS, Inc., a Florida corporation, as its Attorney-in-Fact

By: 
Randolph J. Wolpert,
as its Vice President

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

ss:

The foregoing instrument was acknowledged before me this 8 day of January, 2008, by Randolph J. Wolpert, the Vice President of LNR Partners, Inc., a Florida corporation, on behalf of said corporation, as Attorney-in-Fact for **WELLS FARGO BANK, N.A., A NATIONAL BANKING ASSOCIATION, SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2001-CP4**, on behalf of the said trust. He is personally known to me or has produced a driver's license as identification.





Notary Public, State of Florida
Print Name: Theresa Tait
My Commission Expires: 3/1/08

EXHIBIT ATREE PRESERVATION EASEMENT AREAS

Tree Preservation Easement Area A:

A part of the Northeast 1/4 of section 13, Town 1 North, Range 8 East, city of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 13; thence North $01^{\circ}48'36''$ West, 773.94 feet, along the East line of said Section 13, and the centerline of Haggerty Road; thence south $87^{\circ}30'43''$ West, 1067.97 feet to the point of beginning of "Conservation Easement A"; thence South $87^{\circ}30'43''$ West, 188.78 feet; thence North $41^{\circ}46'54''$ East, 10.72 feet; thence North $89^{\circ}20'21''$ East, 36.96 feet; thence North $39^{\circ}25'57''$ East, 21.58 feet; thence North $69^{\circ}25'40''$ East, 16.92 feet; thence North $48^{\circ}41'57''$ East, 20.79 feet; thence North $37^{\circ}42'44''$ East, 12.05 feet; thence North $21^{\circ}41'04''$ East, 7.51 feet; thence North $36^{\circ}53'13''$ East, 19.77 feet; thence South $75^{\circ}44'44''$ East, 13.03 feet; thence South $26^{\circ}39'51''$ East, 54.01 feet; thence South $45^{\circ}42'47''$ East, 4.61 feet; thence South $74^{\circ}11'31''$ East, 6.67 feet; thence North $88^{\circ}44'21''$ East, 24.29 feet; thence South $26^{\circ}34'56''$ East, 14.43 feet, to the point of beginning.

Tree Preservation Easement Area B:

A part of the Northeast 1/4 of section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 13; thence North $01^{\circ}48'36''$ West, 773.94 feet, along the East line of said Section 13, and the centerline of Haggerty Road; thence South $87^{\circ}30'43''$ West, 1492.00 feet, to the point of beginning of "Conservation Easement B"; thence South $87^{\circ}30'43''$ West, 61.00 feet; thence North $01^{\circ}48'38''$ West, 81.47 feet; thence North $87^{\circ}30'43''$ East, 9.99 feet; thence South $27^{\circ}39'13''$ East, 33.44 feet; thence South $45^{\circ}09'00''$ East, 34.34 feet; thence South $57^{\circ}38'50''$ East, 15.55 feet; thence South $01^{\circ}48'38''$ East, 17.06 feet, to the point of beginning.

Tree Preservation Easement Area C:

A part of the Northeast 1/4 of section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 13; thence North $01^{\circ}48'36''$ West, 1334.94 feet, along the East line of said Section 13, and the centerline of Haggerty Road; thence South $87^{\circ}30'43''$ West, 1104.52 feet, to the point of beginning of "Conservation Easement C"; thence South $27^{\circ}45'09''$ West, 19.97 feet; thence South $20^{\circ}54'03''$ East, 13.35 feet; thence South $10^{\circ}24'05''$ West, 12.78 feet; thence South $45^{\circ}01'17''$ West, 12.45 feet; thence South $86^{\circ}54'30''$ West, 11.86 feet; thence North $68^{\circ}37'33''$ West, 41.26 feet; thence North $64^{\circ}13'27''$ West, 59.51 feet; thence South $87^{\circ}28'24''$ West, 54.09 feet; thence North $46^{\circ}05'07''$ West, 8.38 feet; thence North $87^{\circ}30'43''$ East, 179.74 feet, to the point of beginning.

DET02\260853.1
ID\CHP

above legals fall within
Novi Research Park
22-13-276-000ent
Acpt# 1339

EXHIBIT B

LEGAL DESCRIPTION - WETLAND PRESERVATION
EASEMENT AREA

A wetland conservation easement in the Northeast 1/4 of Section 13, Township 1 North, Range 8 East, Oakland County, MI, being more particularly described as:

Commencing at the Northeast 1/4 corner of said Section 13, thence S02°25'05"E, 1334.90 feet along the east line of said Section 13 to the north line of Novi Research Park Condominium as recorded in Liber 22522, Pages 820-864, Oakland County Records; thence along said north line S86°54'16"W, 60.00 feet to the west line of Haggerty Road (60' wide half Right of way); thence continuing along said north line S86°54'16"W, 1098.60 to the northwest corner of Unit 3 of said Novi Research Park Condominium; thence S02°25'05"E, 71.13 feet along the east line of said Unit 3 to the Point of Beginning;

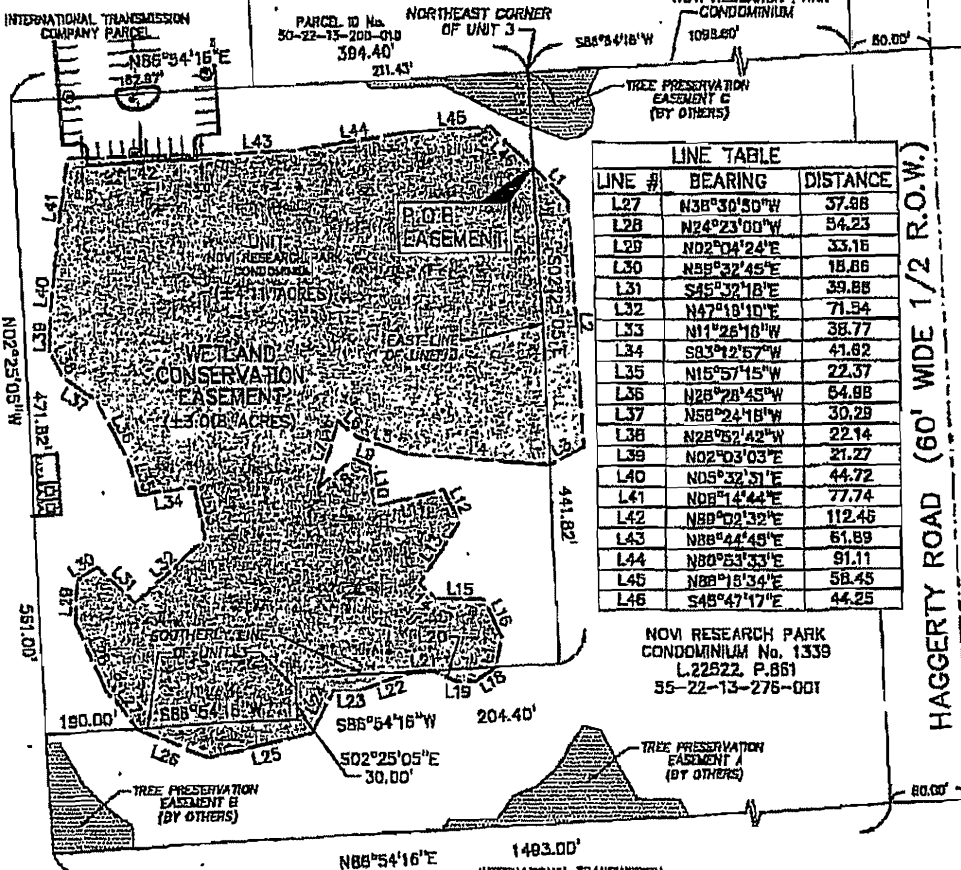
thence S45°47'17"E, 36.04 feet; thence S02°48'03"E, 181.75 feet; thence S60°43'32"W, 29.10 feet; thence N85°16'16"W, 110.44 feet; thence N71°18'00"W, 40.42 feet; thence N49°09'27"W, 18.00 feet; thence S17°10'10"W, 52.37 feet; thence N53°15'55"E, 34.45 feet; thence S68°50'51"E, 12.24 feet; thence S08°08'02"E, 31.22 feet; thence N76°15'11"E, 54.19 feet; thence S26°54'49"E, 27.39 feet; thence S33°58'17"W, 55.47 feet; thence S46°46'33"E, 17.45 feet; thence S88°53'51"E, 36.09 feet; thence S26°33'45"E, 30.66 feet; thence S10°20'40"W, 23.93 feet to the southerly line of said Unit 3; thence S57°18'12"W, 18.78 feet; thence WEST, 15.59 feet; thence along said southerly line, S86°54'16"W, 14.54 feet; thence S72°26'23"W, 45.83 feet; thence WEST, 18.67 feet; thence S29°09'37"W, 36.09 feet; thence S76°20'06"W, 81.31 feet; thence N66°28'42"W, 57.75 feet to the southerly line of said Unit 3; thence N38°30'50"W, 37.98 feet; thence N24°23'00"W, 54.23 feet; thence N02°04'24"E, 33.16 feet; thence N59°32'45"E, 18.86 feet; thence S45°32'18"E, 39.88 feet; thence N47°16'10"E, 71.54 feet; thence N11°25'16"W, 38.77 feet; thence S83°12'57"W, 41.62 feet; thence N15°57'15"W, 22.37 feet; thence N26°28'45"W, 54.98 feet; thence N56°24'16"W, 30.29 feet; thence N28°52'42"W, 22.14 feet; thence N02°03'03"E, 21.27 feet; thence N05°32'31"E, 44.72 feet; thence N08°14'44"E, 77.74 feet; thence N89°02'32"E, 112.46 feet; thence N86°44'45"E, 61.89 feet; thence N80°53'33"E, 91.11 feet; thence N86°15'34"E, 58.45 feet; thence S45°47'17"E, 44.25 feet to the Point of Beginning.
Containing ±3.018 acres, more or less.

*thence N 66-12-8 W 18.65 ft *MAJ*

Above legal falls within
Novi Research Park
22-13-216-000 ext
OCCP#1339

EXHIBIT C
WETLAND PRESERVATION EASEMENT AREA

LINE TABLE			LINE TABLE		
LINE No.	BEARING	DISTANCE	LINE No.	BEARING	DISTANCE
L1	S48°47'17"E	36.04	L14	S48°48'33"E	17.45
L2	S02°48'03"E	181.75	L15	S88°53'51"E	36.09
L3	S80°43'32"W	29.10	L16	S28°33'45"E	30.68
L4	N85°18'16"W	110.44	L17	S10°20'40"W	23.83
L5	N71°18'00"W	40.42	L18	S57°18'12"W	18.78
L6	N48°08'27"W	18.00	L19	N80°00'00"W	15.58
L7	S17°10'10"W	52.37	L20	N88°12'08"W	18.65
L8	N63°18'55"E	34.45	L21	S88°54'16"W	14.54
L9	S88°50'51"E	12.24	L22	S72°28'23"W	45.83
L10	S08°08'02"E	31.22	L23	N90°00'00"W	18.67
L11	N78°15'11"E	54.18	L24	S28°09'37"W	38.09
L12	S28°54'48"E	27.38	L25	S78°20'05"W	81.31
L13	S33°58'17"W	55.47	L26	N56°28'42"W	57.75



LINE #	BEARING	DISTANCE
L27	N38°30'30"W	57.88
L28	N24°23'00"W	84.23
L29	N02°04'24"E	33.16
L30	N58°32'45"E	18.86
L31	S45°32'18"E	39.88
L32	N47°18'10"E	71.54
L33	N11°26'18"W	38.77
L34	S83°12'57"W	41.82
L35	N15°57'15"W	22.37
L36	N28°28'45"W	64.88
L37	N58°24'18"W	30.28
L38	N28°52'42"W	22.14
L39	N02°03'03"E	21.27
L40	N05°32'31"E	44.72
L41	N08°14'44"E	77.74
L42	N88°02'32"E	112.45
L43	N88°44'48"E	61.89
L44	N80°53'33"E	91.11
L45	N88°18'34"E	58.45
L46	S48°47'17"E	44.25



LEGEND
SECTION CORNER FOUND

PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: GILLETT ASSOCIATES, INC. 38300 West Twelve Mile Rd, Suite 180 Farmington Hills, MI 48331	SCALE: 1"=100' DATE: 10-05-07	JOB No: 2008178 DWG. No: 1 of 2	2430 Rochester Ct Suite 100 Troy, MI 48063-1872 (248) 688-8080
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2008PROJ2008178\SURVEY-DEPT\08178BND\wp06178 CONS ESMT-08178.dwg: DAN

EXHIBIT C-1

DEPICTION OF TREE PRESERVATION EASEMENT AREAS

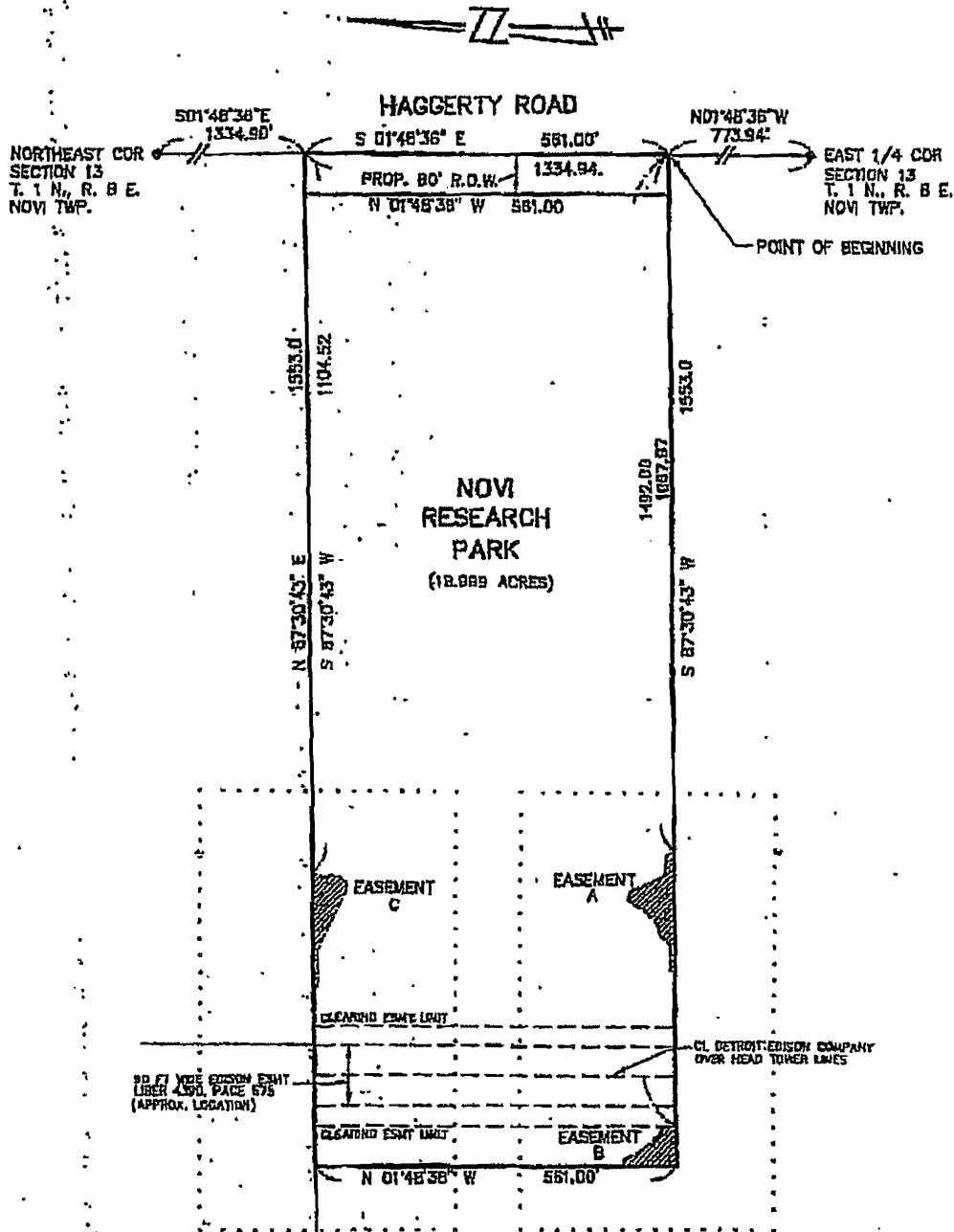


EXHIBIT C-2

DETAIL OF TREE PRESERVATION EASEMENT AREAS A AND B

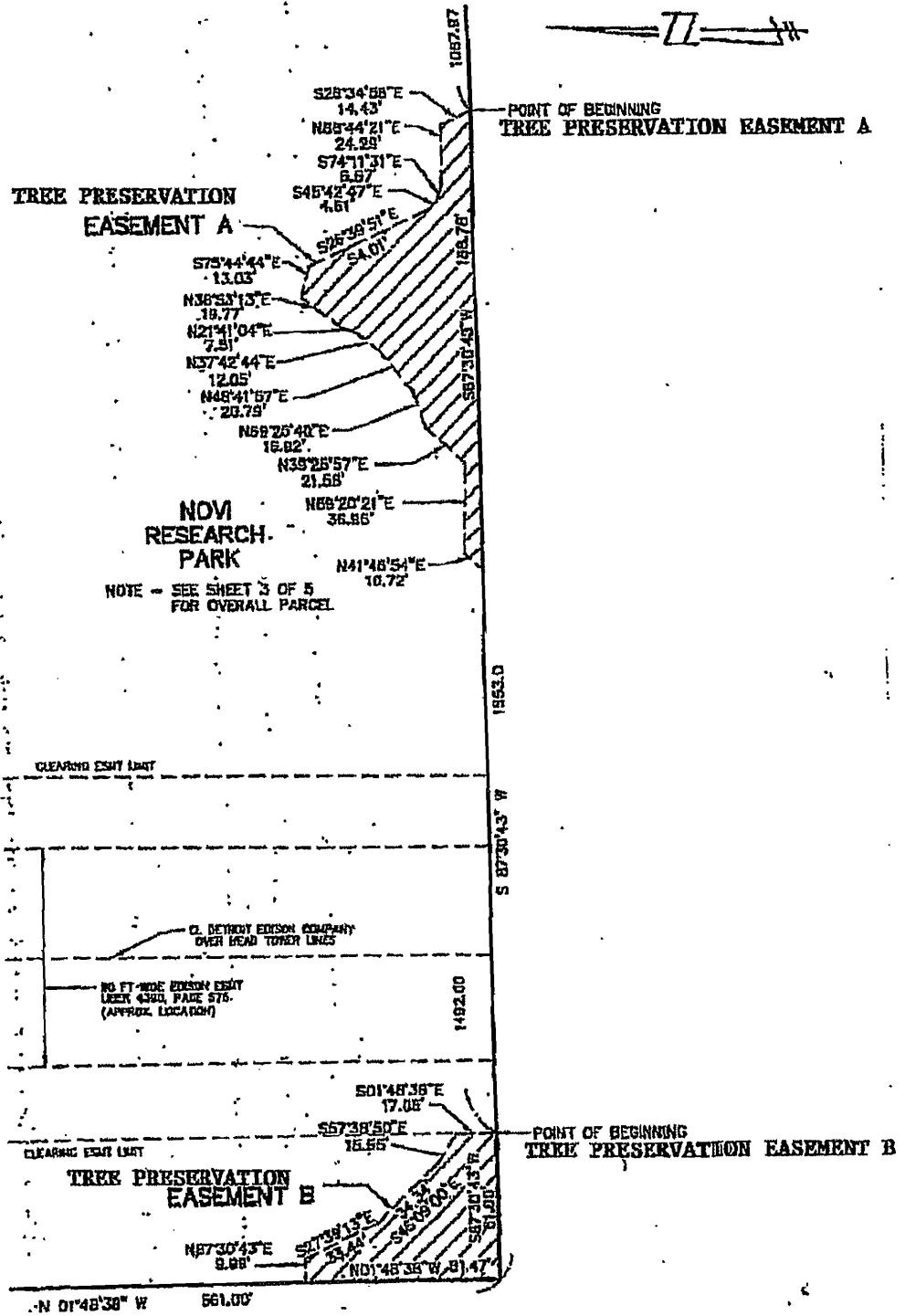


EXHIBIT C-3

DETAIL. OF TREE PRESERVATION EASEMENT AREA C

