

**CHARTER TOWNSHIP OF WHITE LAKE
RESOLUTION NO. 24-020
RESOLUTION APPROVING SIDEWALK AND TEMPORARY CONSTRUCTION
EASEMENTS FOR THE ELIZABETH LAKE ROAD IMPROVEMENT PROJECT
(310 Town Center Blvd)**

At a regular meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan, held in Township Annex, 7527 Highland Road, White Lake, Michigan, on the 16th day of April 2024, at 6:30 p.m. with those present and absent being,

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____
and seconded by _____.

WHEREAS, the Township of White Lake (the “Township”) requested a Sidewalk Easement and a Temporary Construction Easement (hereinafter collectively referred to as the “Easements”), attached as Exhibit A, from the Property Owner of 310 Town Center Blvd. in order to accommodate improvements to Elizabeth Lake Road; and

WHEREAS, the Property Owner requested, in exchange, the Township reimburse Property Owner for the cost and expense, including attorney fees, associated with granting the Easements and requested the Township execute the “Letter Agreement” attached as Exhibit B; and

WHEREAS, the Township Board has determined that it would be in the public interest to agree to the Easements and Letter Agreement for the improvements to Elizabeth Lake Road.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the White Lake Township Board hereby approves the Easements, attached as Exhibit A, and the Letter Agreement, attached as Exhibit B, and authorizes and directs the Township Supervisor to sign the documents on behalf of the Township.

A vote on the foregoing resolution was taken and was as follows:

YEAS: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, Anthony Noble, Township Clerk of the Township of White Lake, hereby certify this to be a true and complete copy of Resolution No. 2024-020, duly adopted at a regular meeting of the Township Board held on the 16th day of April 2024.

Anthony L. Noble
White Lake Township Clerk

**EXHIBIT A
EASEMENTS
(Attached)**

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that GKMS Village Lakes, LLC, a Foreign Limited Liability Company, authorized to do business in Michigan, whose address is 31500 Northwestern Hwy., Suite 100, Farmington Hills, MI 48334 for and in consideration of Ten Dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the Township of White Lake, a Michigan Municipal Corporation, whose address is 7525 Highland Road, White Lake, MI 48383, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent non-exclusive easement (“Sidewalk Easement”) for a public walkway over across and through property located at 310 Town Center Blvd., White Lake, MI 48386, more particularly described as follows:

See attached and incorporated Exhibit A – Burden Parcel

Parcel No. 12-22-301-006

The permanent Sidewalk Easement for the public walkway is more particularly described as follows:

See attached and incorporated Exhibit A – Permanent Sidewalk Easement

Grantee may enter upon sufficient land adjacent to said Sidewalk Easement for the purpose of exercising the rights and privileges granted herein.

Grantee shall install, repair, replace, improve, modify and maintain the Sidewalk Easement area as a sidewalk as shown in the attached and incorporated Exhibit A.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described Sidewalk Easement. Grantor reserves the right to use the surface areas of the Sidewalk Easement area for any reasonable purpose that does not interfere with Grantee’s use of the sidewalk. Nothing contained in this Agreement shall be construed as restricting or prohibiting Grantor or its successors or assigns from (i) granting any additional rights, privileges or easements over the Sidewalk Easement area to any other person or entity or (ii) using or allowing the use of the Sidewalk Easement or ground below and/or the air space above the Sidewalk Easement are for any other lawful purpose, provided, that such other uses do not interfere with the rights granted to Grantee under this Sidewalk Easement.

The performance of any work by the Grantee pursuant to the Sidewalk Easement (the “Work”) shall be at the Grantee’s sole cost, expense and risk. Grantee agrees, at Grantee’s sole cost and expense, to restore the Property to substantially the same condition that existed before the Work was performed, and to pay for all damages, if any, sustained to the Property as a result of the Work in, over, under, upon and through the Sidewalk Easement area by Grantee and/or its employees, agents or contractors.

All work performed by Grantee shall be performed so as to cause the least possible interference with tenants of the Property and otherwise to the operation of the Property. No construction work shall be done during the months of October, November or December except in the event of an emergency.

Grantee shall survey, install, repair, replace, remove and maintain the sidewalk and all necessary appurtenances thereto, within the easement herein granted. Said maintenance shall not include snow removal and salting of such sidewalk.

Grantee shall not, in the exercise of its rights under the Sidewalk Easement, cause any construction lien to be filed against the Property. In the event such lien is so filed, Grantee shall cause the same to be discharged of record within thirty (30) days of Grantee's receipt of notice of such lien.

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

This Sidewalk Easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

This Sidewalk Easement is granted subject to the existing rights, if any, of third parties, including, without limitation, any and all rights of way, easements and licenses, whether of record or unrecorded, heretofore acquired or granted in, over and across the Sidewalk Easement area.

Dated this _____ day of _____, 2024.

Signed by:

GKMS VILLAGE LAKES, LLC, a foreign limited liability company

By:
Its:

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ the _____ of GKMS Village Lakes, LLC, a foreign limited liability company, on its behalf.

Notary Public
_____ County, Michigan
My Commission Expires:
Acting in _____ County, Michigan

CHARTER TOWNSHIP OF WHITE LAKE, a
Michigan municipal corporation

By: Rik Kowall
Its: Supervisor

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Rik Kowall, Supervisor of the Charter Township of White Lake, a Michigan municipal corporation, on behalf of said municipal corporation.

Notary Public
_____ County, Michigan
My Commission Expires:
Acting in _____ County,

Drafted by:
Lisa J. Hamameh, Esq.
Rosati Schultz Joppich & Amtsbuechler
27555 Executive Dr., Suite 250
Farmington Hills, MI 48331

When recorded return to:
Township of White Lake
Township Clerk
7525 Highland Road
White Lake, MI 48386

MORTGAGEE CONSENT

The undersigned, _____, of Willmington Trust, National Association, as Trustee, for the benefit of the Register Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates Series 2015-GC28, being an assignee of an Assignment of Leases and Rents of the property described on Exhibit A hereto (the "Property") by virtue of an assignment recorded in Liber 48185, Page 660, Oakland County, Michigan, records (the "Assignment"), hereby consents and agrees to the granting by the owner of the Property to the Charter Township of White Lake (the "Township"), a Michigan municipal corporation, whose address is 7525 Highland Road, White Lake, Michigan 48383, of an easement for the purpose of installing and maintaining a public walkway.

The undersigned assignee agrees that even though the Assignment is prior in time to the interest of the Township established under its easement grant, it, and its successors and assigns, shall recognize the rights of the Township under the easement grant as if it had joined in the grant as a grantor. No foreclosure of the Assignment or sale of the Property or deed in lieu of foreclosure shall cut off or extinguish any of the Township's easement rights.

This Agreement has been executed on the date underneath the respective signatures.

By: _____
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this ____ day of _____ 20__, _____, appeared before me and did acknowledge that he/she signed this Consent to Easement for Parcel ID: 12-22-301-006.

_____, Notary Public
_____, County, Michigan
Acting in _____ County
My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF PROPERTY AND PERMANENT SIDEWALK EASEMENT

Exhibit 'A'

BURDEN PARCEL

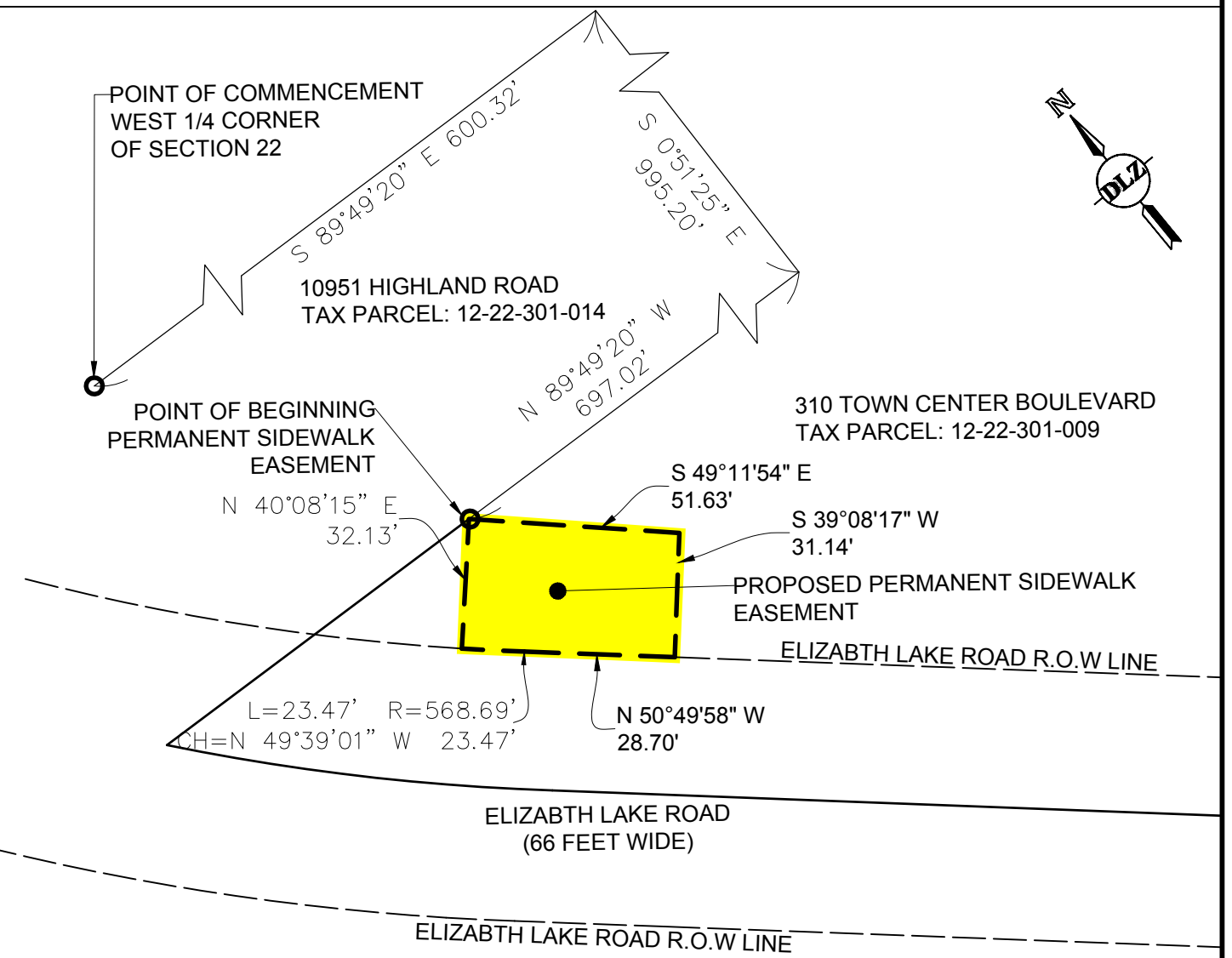
TAX PARCEL: 12-22-301-009

PER LIBER 40780 PAGE 11

A PART OF THE SOUTH WEST 1/4 OF SECTION 22 AND A PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWN 3 NORTH, RANGE 8 EAST, TOWNSHIP OF WHITE LAKE, OAKLAND COUNTY MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 22; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 600.32 FEET ALONG THE EAST & WEST 1/4 LINE OF SECTION 22; THENCE SOUTH 00 DEGREES 51 MINUTES 25 SECONDS EAST, 80.30 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTH IINE OF HIGHLAND ROAD (M--59); 1) SOUTH 89 DEGREES 34 MINUTES 28 SECONDS EAST, 236.74 FEET; 2) NORTH 00 DEGREES 25 MINUTES 32 SECONDS EAST, 25.00 FEET 3) SOUTH 89 DEGREES 34 MINUTES 28 SECONDS EAST, 473.30 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 12 SECONDS EAST, 482.24 FEET ALONG THE WEST LINE OF HOUCREST SUBDIVISION (RECORDED IN LIBER 77, PAGE 36 OAKLAND COUNTY RECORDS); THENCE SOUTH 89 DEGREES 35 MINUTES 48 SECONDS WEST, 665.05 FEET THENCE SOUTH 00 DEGREES 33 MINUTES 33 SECONDS EAST, 429.79 FEET; THENCE 252.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 43 DEGREES 07 MINUTES 29 SECONDS AND A CHORD WHICH BEARS SOUTH 21 DEGREES 00 MINUTES 11 SECONDS WEST 246.23 FEET; THENCE SOUTH 25 DEGREES 55 MINUTES 27 SECONDS WEST 97.30 FEET; THENCE SOUTH 38 DEGREES 51 MINUTES 42 SECONDS WEST 214.01 FEET TO THE CENTERLINE OF ELIZABETH LAKE ROAD (66 FEET WIDE); THENCE NORTH 50 DEGREES 49 MINUTES 58 SECONDS WEST 638.06 FEET ALONG SAID CENTERLINE OF ELIZABETH LAKE ROAD; THENCE 95.1 1 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 601.69 FEET, A CENTRAL ANGLE OF 09 DEGREES 03 MINUTES 24 SECONDS AND A CHORD THAT BEARS NORTH 46 DEGREES 18 MINUTES 16 SECONDS WEST 95.01 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST 789.39 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 25 SECONDS WEST 914.92 FEET TO THE POINT OF BEGINNING.

PERMANENT SIDEWALK EASEMENT:

A PART OF THE SOUTH WEST 1/4 OF SECTION 22 AND A PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWN 3 NORTH, RANGE 8 EAST, TOWNSHIP OF WHITE LAKE, OAKLAND COUNTY MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 89°49'20" EAST 600.32 FEET, SOUTH 00°51'25" EAST 995.20 FEET AND NORTH 89° 49' 20" WEST 697.02 FEET FROM THE WEST 1/4 CORNER OF SECTION 22, THENCE FROM THE POINT OF BEGINNING SOUTH 49°11'54" EAST 51.63 FEET; THENCE SOUTH 39°08'17" WEST 31.14 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF ELIZABETH LAKE ROAD; THENCE ALONG THE RIGHT OF WAY LINE NORTH 50°49'58" WEST 28.70 FEET; THENCE CONTINUING ALONG THE RIGHT OF WAY LINE ON AN ARC TO THE LEFT WITH A RADIUS OF 568.69 FEET, A LENGTH OF 23.47 FEET AND A CHORD BEARING OF NORTH 49°39'01" WEST 23.47 FEET TO A POINT; THENCE NORTH 40°08'15" EAST 32.13 FEET TO THE POINT OF BEGINNING OF SAID PERMANENT SIDEWALK EASEMENT. EASEMENT CONTAINS 1644 SQUARE FEET MORE OR LESS.



Section 21 & 22 Town 03 North Range 08 East White Lake Township, Oakland County, Michigan SCALE: 1"=40'

 <p>DLZ ARCHITECTURE • ENGINEERING • PLANNING SURVEYING • CONSTRUCTION SERVICES</p>	<p>INNOVATIVE IDEAS EXCEPTIONAL DESIGN UNMATCHED CLIENT SERVICE</p>	<p>Charter Township of White Lake 7525 Highland Road White Lake, Michigan 48383-2900</p>	<p>JOB NO. 2245-7537-00</p>			
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE ISSUED 1-26-2024</td> <td style="width: 50%; text-align: center;">1 OF 1</td> </tr> </table>	DATE ISSUED 1-26-2024	1 OF 1	
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		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">DESIGN: -</td> <td style="width: 33%;">CHECKED: TWW</td> <td style="width: 33%;">DRAWN: DRW</td> </tr> </table>	DESIGN: -	CHECKED: TWW	DRAWN: DRW	<p>SHEET NO. EXHIBIT A</p>
DESIGN: -	CHECKED: TWW	DRAWN: DRW				

Exhibit 'A'

BURDEN PARCEL

TAX PARCEL: 12-22-301-009

PER LIBER 40780 PAGE 11

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Section 21 & 22 Town 03 North Range 08 East White Lake Township, Oakland County, Michigan

SCALE: 1"=40'

 <p>DLZ ARCHITECTURE • ENGINEERING • PLANNING SURVEYING • CONSTRUCTION SERVICES</p>	<p>INNOVATIVE IDEAS EXCEPTIONAL DESIGN UNMATCHED CLIENT SERVICE</p>	<p>Charter Township of White Lake 7525 Highland Road White Lake, Michigan 48383-2900</p>			<p>JOB NO. 2245-7537-00</p>	
		<p>DESIGN: -</p>	<p>CHECKED: TWW</p>	<p>DRAWN: DRW</p>	<p>DATE ISSUED 1-26-2024</p>	<p>1 OF 1</p>
		<p>SHEET NO. EXHIBIT A</p>			<p>SHEET NO. EXHIBIT A</p>	

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that GKMS Village Lakes, LLC, a Foreign Limited Liability Company, authorized to do business in Michigan, whose address is 31500 Northwestern Hwy., Suite 100, Farmington Hills, MI 48334 for and in consideration of Ten Dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the Township of White Lake, a Michigan Municipal Corporation, whose address is 7525 Highland Road, White Lake, MI 48383, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526(a), a temporary construction easement (“Easement”) in connection with the construction of improvements to Elizabeth Lake Road, to move people, equipment and materials over, on, upon, across and through, the right to remove and reconstruct that portion of Town Center Boulevard to align it with proposed improvements to Elizabeth Lake Road, and the right to store equipment, materials and excavated matter on property (“Property”) located at 310 Town Center Blvd., White Lake, MI 48386, more particularly described as follows:

See "Burden Parcel" on attached Exhibit A

Parcel No. 12-22-301-006

The temporary construction easement to move people, equipment and materials over, on, upon, across and through, the right to remove and reconstruct that portion of Town Center Boulevard to align it with proposed improvements to Elizabeth Lake Road, and the right to store equipment, materials and excavated matter is limited to a portion of the Property more particularly described as follows:

See "Temporary Construction Easement" on attached Exhibit A

If any portion of the Property is disturbed by reason of the exercise of any of the foregoing powers, rights, and privileges, it shall be restored by the Grantee, at its sole cost and expense, to a condition as good as its condition prior to such work, upon completion of the construction project and to pay for all damages, if any, sustained to the Property as a result of Grantee’s use of the Easement.

Grantor shall have the right to reasonably designate storage and staging areas to be utilized by Grantee within the Temporary Construction Easement during the course of any construction. All work performed by Grantee shall be performed so as to cause the least possible interference with tenants of the Property and otherwise to the operation of the Property. No construction work shall be done during the months of October, November or December except in the event of an emergency.

Grantee shall cause its general contractor (“General Contractor”), subcontractors and any trade contractors to secure, pay for and maintain during the continuance of the Easement the insurance requirements as set forth on attached Exhibit B.

Once a construction manager has been appointed, the contact information for the construction manager shall be provided to Grantor.

Grantor shall not, in the exercise of its rights under the Easement, cause any construction lien to be filed against the Property. In the event such lien is so filed, Grantee shall cause the same to be discharged of record within thirty (30) days of Grantee's receipt of such notice of lien.

Grantor may grant other nonexclusive easements over, under, and across the easement granted herein upon obtaining written consent of Grantee, provided such other easements are not inconsistent with and would not in any way conflict, impede or interfere with Grantee's easement and rights granted herein.

This Easement is granted subject to the existing rights, if any, of third parties, including, without limitation, any and all rights of way, easements and licenses, whether of record or unrecorded, heretofore acquired or granted in, over and across the Easement area.

This instrument and easement shall run with and burden the Property described on Exhibit A and shall be binding upon and inure to the benefit of the heirs, representatives, successors, and assigns of the Grantor and Grantee hereto.

This Easement granted hereunder shall terminate on the earlier of completion of the construction contemplated herein and April 1, 2026.

Upon written request by Grantor at any time after completion of the construction project, Grantee shall execute, deliver and record a Termination of this Temporary Construction Easement in the Oakland County Records.

Signed by:

GKMS VILLAGE LAKES, LLC, a
foreign limited liability company

By:

Its:

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ the _____ of GKMS Village Lakes, LLC, a foreign limited liability company, on its behalf.

Notary Public

_____ County, Michigan

My Commission Expires:

Acting in _____ County, Michigan

CHARTER TOWNSHIP OF WHITE
LAKE, a Michigan municipal
corporation

By: Rik Kowall
Its: Supervisor

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,
by Rik Kowall, Supervisor of the Charter Township of White Lake, a Michigan municipal corporation, on
behalf of said municipal corporation.

Notary Public
_____ County, Michigan
My Commission Expires:
Acting in _____ County,

Michigan

Drafted by:
Lisa J. Hamameh, Esq.
Rosati Schultz Joppich & Amtsbuechler
27555 Executive Dr., Suite 250
Farmington Hills, MI 48331

When recorded return to:
Township of White Lake
Township Clerk
7525 Highland Road
White Lake, MI 48386

MORTGAGEE CONSENT

The undersigned, _____, of Willmington Trust, National Association, as Trustee, for the benefit of the Register Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates Series 2015-GC28, being an assignee of an Assignment of Leases and Rents of the property described on Exhibit A hereto (the "Property") by virtue of an assignment recorded in Liber 48185, Page 660, Oakland County, Michigan, records (the "Assignment"), hereby consents and agrees to the granting by the owner of the Property to the Charter Township of White Lake (the "Township"), a Michigan municipal corporation, whose address is 7525 Highland Road, White Lake, Michigan 48383, of an easement for the purpose of installing and maintaining a public walkway.

The undersigned assignee agrees that even though the Assignment is prior in time to the interest of the Township established under its easement grant, it, and its successors and assigns, shall recognize the rights of the Township under the easement grant as if it had joined in the grant as a grantor. No foreclosure of the Assignment or sale of the Property or deed in lieu of foreclosure shall cut off or extinguish any of the Township's easement rights.

This Agreement has been executed on the date underneath the respective signatures.

By: _____
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this ____ day of _____ 20__, _____, appeared before me and did acknowledge that he/she signed this Consent to Easement for Parcel ID: 12-22-301-006.

Notary Public

 County,
Michigan
Acting in

 County
My Commission Expires:

EXHIBIT A
DESCRIPTION OF PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT

Exhibit 'A'

BURDEN PARCEL

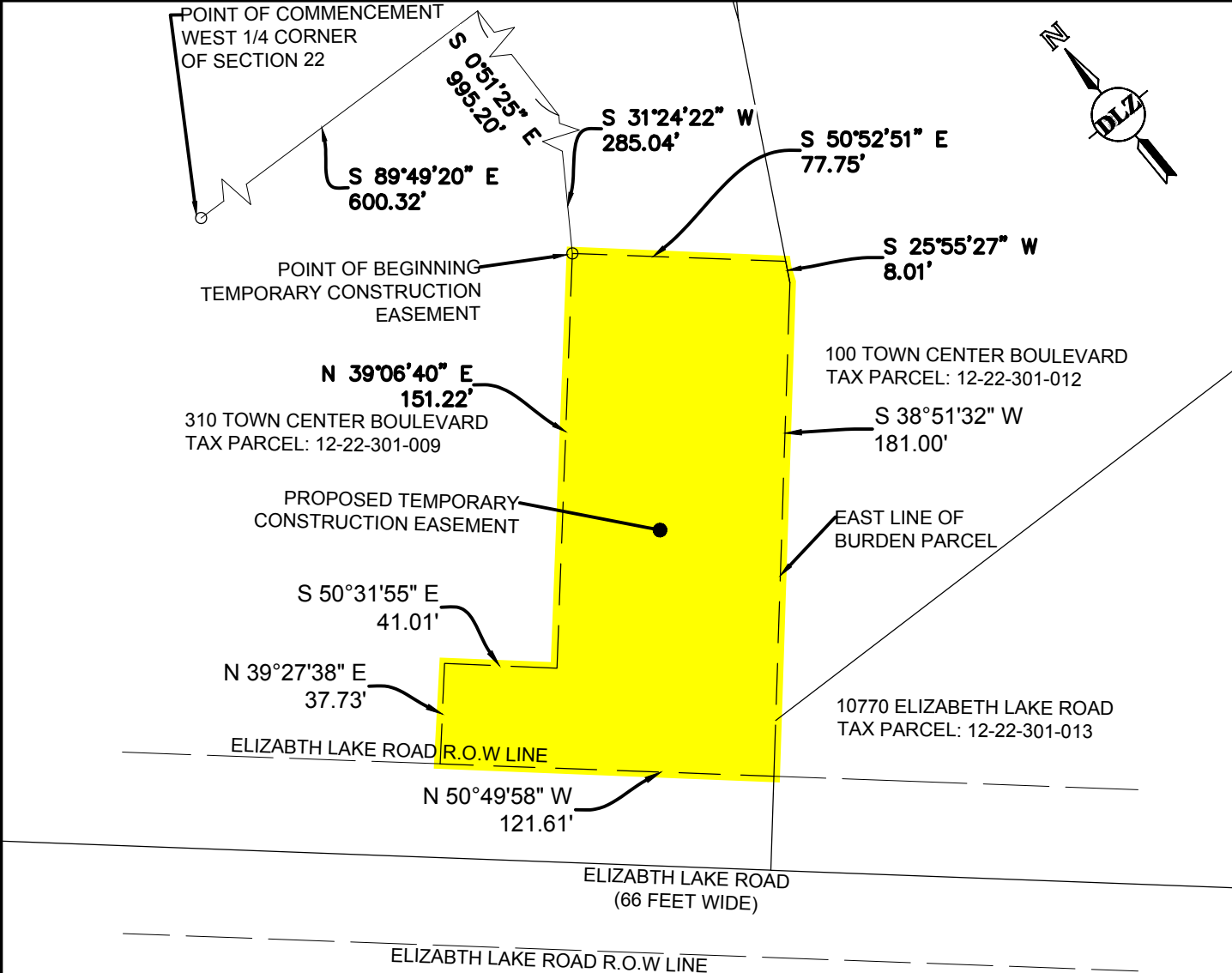
TAX PARCEL: 12-22-301-009

PER LIBER 40780 PAGE 11

A PART OF THE SOUTH WEST 1/4 OF SECTION 22 AND A PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWN 3 NORTH, RANGE 8 EAST, TOWNSHIP OF WHITE LAKE, OAKLAND COUNTY MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 22; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 600.32 FEET ALONG THE EAST & WEST 1/4 LINE OF SECTION 22; THENCE SOUTH 00 DEGREES 51 MINUTES 25 SECONDS EAST, 80.30 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTH IINE OF HIGHLAND ROAD (M--59); 1) SOUTH 89 DEGREES 34 MINUTES 28 SECONDS EAST, 236.74 FEET; 2) NORTH 00 DEGREES 25 MINUTES 32 SECONDS EAST, 25.00 FEET 3) SOUTH 89 DEGREES 34 MINUTES 28 SECONDS EAST, 473.30 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 12 SECONDS EAST, 482.24 FEET ALONG THE WEST LINE OF HOUCREST SUBDIVISION (RECORDED IN LIBER 77, PAGE 36 OAKLAND COUNTY RECORDS); THENCE SOUTH 89 DEGREES 35 MINUTES 48 SECONDS WEST, 665.05 FEET THENCE SOUTH 00 DEGREES 33 MINUTES 33 SECONDS EAST, 429.79 FEET; THENCE 252.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 43 DEGREES 07 MINUTES 29 SECONDS AND A CHORD WHICH BEARS SOUTH 21 DEGREES 00 MINUTES 11 SECONDS WEST 246.23 FEET; THENCE SOUTH 25 DEGREES 55 MINUTES 27 SECONDS WEST 97.30 FEET; THENCE SOUTH 38 DEGREES 51 MINUTES 42 SECONDS WEST 214.01 FEET TO THE CENTERLINE OF ELIZABETH LAKE ROAD (66 FEET WIDE); THENCE NORTH 50 DEGREES 49 MINUTES 58 SECONDS WEST 638.06 FEET ALONG SAID CENTERLINE OF ELIZABETH LAKE ROAD; THENCE 95.1 1 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 601.69 FEET, A CENTRAL ANGLE OF 09 DEGREES 03 MINUTES 24 SECONDS AND A CHORD THAT BEARS NORTH 46 DEGREES 18 MINUTES 16 SECONDS WEST 95.01 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST 789.39 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 25 SECONDS WEST 914.92 FEET TO THE POINT OF BEGINNING.

TEMPORARY CONSTRUCTION EASEMENT:

A PART OF THE SOUTH WEST 1/4 OF SECTION 22 AND A PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWN 3 NORTH, RANGE 8 EAST, TOWNSHIP OF WHITE LAKE, OAKLAND COUNTY MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 89°49'20" EAST 600.32 FEET, SOUTH 00°51'25" EAST 995.20 FEET AND SOUTH 31°24'22" WEST 285.04 FEET FROM THE WEST 1/4 CORNER OF SECTION 22, THENCE FROM THE POINT OF BEGINNING SOUTH 50°52'51" EAST 77.75 FEET TO A POINT ON THE EAST LINE OF BURDEN PARCEL; THENCE ALONG THE EAST LINE SOUTH 25°55'27" WEST 8.01 FEET; THENCE CONTINING ALONG EAST LINE SOUTH 38°51'32" WEST 181.00 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF ELIZABETH LAKE ROAD; THENCE ALONG THE RIGHT OF WAY LINE NORTH 50°49'58" WEST 121.61 FEET; THENCE NORTH 39°27'38" EAST 37.73 FEET; THENCE SOUTH 50°31'55" EAST 41.01 FEET; THENCE NORTH 39°06'40" EAST 151.22 FEET TO THE POINT OF BEGINNING OF SAID TEMPORARY CONSTRUCTION EASEMENT. EASEMENT CONTAINS 0.38 ACRES MORE OR LESS.



Section 21 & 22 Town 03 North Range 08 East White Lake Township, Oakland County, Michigan

SCALE: 1"=60'



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Charter Township of White Lake
7525 Highland Road
White Lake, Michigan 48383-2900

JOB NO. 2245-7537-00

DATE ISSUED
5-10-2023

1 OF 1

DESIGN: -
CHECKED: TWW
DRAWN: DRW

SHEET NO. EXHIBIT A

Exhibit 'A'

BURDEN PARCEL

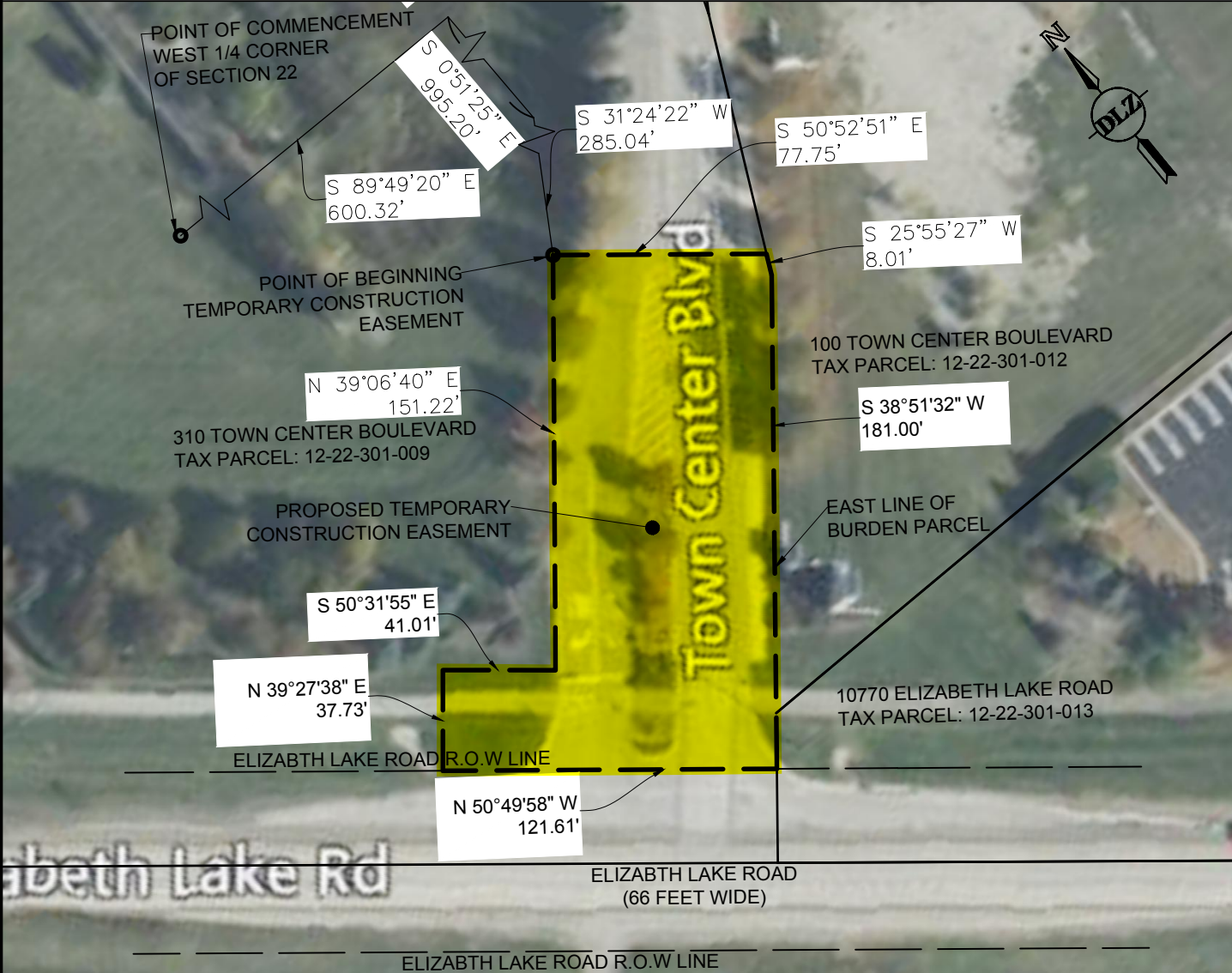
TAX PARCEL: 12-22-301-009

PER LIBER 40780 PAGE 11

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SCALE: 1"=60'



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
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Charter Township of White Lake
7525 Highland Road
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JOB NO. 2245-7537-00

DATE ISSUED
5-10-2023

1 OF 1

DESIGN:	CHECKED:	DRAWN:
-	TWW	DRW

SHEET NO. EXHIBIT A

EXHIBIT B
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ZERVOS GROUP INC 24724 Farmbrook P O Box 2067 Southfield, MI 48037-2067	CONTACT NAME: Michael Zervos/Sarah Laney PHONE (A/C, No, Ext): 248 355-4411 FAX (A/C, No): 248 355-2175 E-MAIL ADDRESS: Sarah@zervosgroup.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED SPRINGLINE EXCAVATING LLC 32945 Folsom Rd Farmington Hills, MI 48336	INSURER A: Michigan Millers Mutual Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	C0551599	10/23/2023	10/23/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	C0551599	10/23/2023	10/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	L0304093	10/23/2023	10/23/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	W0522960	10/23/2023	10/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Installation Fltr			C0551599	10/23/2023	10/23/2024	Limit \$3,100,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Elizabeth Lake Rd Reconstruction
 The Charter Township of White Lake, DLZ Michigan Inc and their respective officers, directors, members, partners, employees and consultants are listed as an additional insured on the general, auto and umbrella liability as where required by written contract on a primary and non contributory basis including completed operations. Waiver of subrogation applies in favor of the additional insure for all lines of coverage. Written 30 day notice of cancellation shall be provided by the issuing carrier.

CERTIFICATE HOLDER Charter Township of White Lake 7525 Highland Rd White Lake, MI 48383	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Michael G. Zervos</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PAK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

SUMMARY OF COVERAGES

Description	Limit of Insurance	Page
Additional Insured - Broad Form Vendors	Included	4
Additional Insured - Lessor of Leased Equipment	Included	4
Additional Insured - Managers or Lessors of Premises	Included	4
Additional Insured - State or Political Subdivisions - Permits	Included	4
Additional Insured - Volunteers	Included	5
Additional Insureds by Written Contract	Included	3
Broad Form Named Insured	Included	3
Broad Form Property Damage	\$25,000 Per Occurrence	2
Broad Knowledge / Notice of Occurrence	Included	6
Damage To Premises Rented to You	\$300,000 Any One Premises	2
Incidental Medical Malpractice Liability	Included	6
Liberalization	Included	7
Medical and Dental Payments	\$10,000 Medical Expense Limit	2
Mental Anguish	Included	6
Mobile Equipment	Included	6
Newly Acquired Organizations	Included	3
Non-Owned Watercraft	51 feet	1
Personal Injury and Advertising Injury Redefined	Included	7
Property Damage Liability - Borrowed Equipment	\$25,000 Occurrence / \$50,000 Aggregate	3
Property Damage Liability - Elevator and Sidetrack Agreement	Included	2
Supplementary Payments Increased Limits		
Bail Bonds	\$2,500	2
Loss of Earnings per Day	\$1,000	2
Waiver of Transfer of Rights Of Recovery Against Others to Us	Included	6

The terms and conditions of this policy are amended as indicated below:

I. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion 2.g.(2) is revised as follows:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

II. Damage To Premises Rented To You

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of **2.** is deleted and replaced with the following:

Exclusions **c.** through **n.** do not apply to "Property Damage" to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage which is the greater of:

- a. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
- b. \$300,000

Under **Section III - LIMITS OF INSURANCE**, paragraph **6.** does not apply.

III. Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A & B, is revised as follows:

- 1. In paragraph **2.**, the limit of \$250 for bail bonds is increased to \$2,500.
- 2. In paragraph **4.**, the limit of \$250 for daily loss of earnings is increased to \$1,000.

IV. Medical And Dental Payments

Under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

- 1. The Medical Payments Limit is changed to the greater of:
 - a. \$10,000; or
 - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
- 2. The provision, in **C. 1.a.(2)** that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

V. Broad Form Property Damage

Under **SECTION I - COVERAGE A**, Exclusion **2.j.** is amended as follows:

- 1. Paragraph **(3)** does not apply.
- 2. Paragraphs **(4)** and **(6)** do not apply to customer's property at your described premises.

We do not cover any property:

- 1. Subject to motor vehicle registration; or
- 2. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$25,000.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4.** Other Insurance is changed accordingly.

VI. Property Damage Liability - Elevators And Sidetrack Agreements

The following is added under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- 1. Exclusions **j. (3), (4)** and **(6)** do not apply to the use of elevators.
- 2. Exclusion **k.** does not apply to:
 - a. The use of elevators; or
 - b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance** is changed accordingly.

VII. Property Damage Liability - Borrowed Equipment

The following is added to Exclusion **j.** under **Coverage A.** (Section I):

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III - LIMITS OF INSURANCE**, the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4**. Other Insurance is changed accordingly.

VIII. Broad Form Named Insured

The following is added under **SECTION II - WHO IS AN INSURED**:

- 1.e. An organization other than a partnership, joint venture or limited liability company, any of your subsidiary companies or any company over which you exercise control and actively manage and to which other insurance does not apply are an insured.

IX. Newly Acquired Organizations

Under **SECTION II - WHO IS AN INSURED, 4**, is deleted and replaced with the following:

1. If you are an organization other than a partnership, joint venture, or limited liability company, any organization you newly acquire or form over which you maintain ownership or majority interest, exercise control and actively manage and to which no other similar insurance is available is a named insured. However:
 - a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - b. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

X. Additional Insureds By Written Contract

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:
 1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".
- B. The insurance provided to the additional insured applies as follows:
 1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (a) Premises you own, rent, lease, or occupy or
 - (b) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.
 2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits shown in the Declarations.
- C. **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, under 4. other insurance, is amended as follows:

The following is added to this provision:

 1. Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance is primary.
- D. With respect to the insurance afforded these additional insureds, the following additional insured exclusion applies:

1. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
2. The insurance afforded the additional insured does not apply to:
 - (a) "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on the behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than the contractor or subcontractor engaged in performing operations for a principal as part of the same project.

XI. Additional Insured - State or Political Subdivisions - Permits

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any state or political subdivision which has issued a permit to you, subject to the following provisions:
 - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state, governmental agency or political subdivision has issued a permit or authorization.
 - b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

XII. Additional Insured - Managers Or Lessors of Premises

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any manager or lessor of premises shown in the Declarations is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

The following exclusions are added:

1. This insurance does not apply to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

XIII. Additional Insured - Lessor of Leased Equipment

The following is added to **SECTION II - WHO IS AN INSURED**:

1. The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

XIV. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of a vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection; demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-Paragraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- c. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
- d. This provision does not apply if "bodily injury" or "property damage" included within the "products-complete hazards" is excluded either by the provisions of the Coverage Part or by endorsement.

XV. Additional Insured - Volunteers

- A. Under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) who are "volunteer worker(s)" for you only while performing duties related to the conduct of your business.

However, no "volunteer worker(s)" are insureds for:

- (1) "Bodily injury," "property damage," "personal and advertising injury" arising out of rendering or the failure to render professional services by a "volunteer worker".
- (2) "Bodily injury", "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to other "volunteer worker(s)" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (2)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (2)(a) or (b) above.
- (3) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), any member (if you are a limited liability company).

- B. Exclusion 2. a. of Coverage C (Section I) is replaced by the following:

2. a. To any insured, except "volunteer workers".

- C. "Volunteer worker(s)" means a person(s) who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

XVI. Incidental Medical Malpractice Liability

SECTION II - WHO IS AN INSURED is amended to add the following paragraph:

However, Part **2.a.(1)(d)** does not apply to employed nurses or other employees, excluding physicians or medical doctors, who provide incidental health care services within the scope of their employment by you.

XVII. Broad Knowledge/Notice Of Occurrence

The following is added under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirement in condition **2.a.** that you must see to it that we are notified of an "occurrence" or offense applies only when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in condition **2.b.** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers' Compensation insurance carrier which later develops into a liability occurrence, coverage for which is provided by this policy, failure to report such occurrence to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (**Condition 2. in Section IV**). It is understood and agreed, however, that you shall give notification of such occurrence to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

XVIII. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the paragraph **8. Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and include in the "products - completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury"; or
3. Executed after "bodily injury", "property damage", "personal and advertising injury" if:
 - a. The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury"; and
 - b. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury".

XIX. Mental Anguish

The definition of "bodily injury" in **SECTION V - DEFINITIONS** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

XX. Mobile Equipment

The following is added under **SECTION V - DEFINITIONS, 12. "Mobile Equipment"**:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

XXI. Personal and Advertising Injury

SECTION V - DEFINITIONS, "Personal and advertising injury" **d. & e** are deleted and replaced by the following:

- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;

XXII. Liberalization

With respect to coverage provided by this endorsement, if we adopt any revisions that would broaden the coverage under this endorsement without additional premium, the broadened coverage will apply to this policy. It will apply when the change becomes effective in your state.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED TO ADD AS ADD'L INS TO THIS POLICY BY WRITTEN CONTRACT OR AGRMT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE PAK

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The terms and conditions of this policy are amended as indicated below:

I. **SECTION II – LIABILITY COVERAGE** of the **BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01)** is amended as follows:

A. BROAD FORM INSURED

Paragraph 1. **Who Is An Insured of A. Coverage**, the following are added as named insureds to this policy:

- a. Any subsidiary which is a legally incorporated entity in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership;
 - (2) That is an "insured" under any other automobile policy;
 - (3) That has exhausted its Limit of Insurance under any other automobile policy; or
 - (4) That has been acquired or formed by you for more than 180 days, or after the end of the policy period, unless you have given us notice of the acquisition or formation.

B. EMPLOYEES AS INSURED

For Covered "Autos", Paragraph 1. **Who Is An Insured of A. Coverage**, the following is added as named insureds to this policy:

Any of your employees while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

C. BLANKET ADDITIONAL INSURED – REQUIRED UNDER WRITTEN CONTRACT

Paragraph 1. **Who Is An Insured of A. Coverage**, the following are added as named insureds to this policy:

Any person(s), organization(s) or governmental entity with respect to the operation, maintenance, or use of a covered "auto" is also an additional insured, if in order to comply with the terms of a written "insured contract" or written agreement you are required that such person(s), organization(s) or governmental entity be included as an additional insured on your policy. This does not apply when such a contract or agreement:

- a. Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
 - b. Is executed after the date of loss;
- Provision C.b. above does not apply if:
- a. The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and

- b. You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

D. EMPLOYEE AS LESSOR

Under Paragraph 1. **Who Is An Insured of A. Coverage**, the following are added as named insureds to this policy:

1. Any "auto" described in the Schedule of Covered Autos You Own will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto".
2. While any covered "auto" described in the Schedule of Covered Autos You Own is leased to you by one of your "employees", Who Is An Insured is changed to include that "employee" as an "insured".

E. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under Paragraph 2. **Coverage Extensions, a. Supplementary Payments** paragraphs a.(2) and a.(4) of **A. Coverage** are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased to \$2,500; and
2. In a.(4), the limit for the actual loss of earnings is increased to \$500 per day.

F. LIMITED FELLOW EMPLOYEE COVERAGE

Paragraph **B.5. Exclusions – Fellow Employee**, does not apply if the "bodily injury" results from the use of a covered auto you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

G. CARE, CUSTODY OR CONTROL – PROPERTY OF PASSENGERS

Under **B.6. Exclusions – Care, Custody Or Control**, the following paragraph is added:

Liability coverage for a covered "auto" is changed as follows:

The Care, Custody or Control exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while

such property is carried by the covered "auto".

II. SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01) is amended as follows:

A. HIRED AUTO PHYSICAL DAMAGE COVERAGE

Under **A. Coverage**, paragraph 1., the following is added:

d. Physical Damage – Hired Cars

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

The most we will pay for any one "accident" or "loss" to any hired "auto" is the lesser of the actual cash value of the hired "auto" or the cost to restore the hired "auto" to its "pre-accident physical condition", minus a deductible, up to a maximum limit of insurance of \$50,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other insurance that has been purchased for the specific purpose of applying as primary to a hired auto. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

B. TOWING

Under **A. Coverage. 2. Towing**, is deleted and replaced with the following:

We will pay towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$250 per disablement. "Autos" which are disabled do not include stolen vehicles.

C. GLASS BREAKAGE

The following paragraph is added to **A. Coverage 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles:**

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown on the declarations page for the coverage.

D. COVERAGE EXTENSIONS

Paragraph **4. Coverage Extensions of A. Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses / Rental Reimbursement Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expenses incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive, Specified Cause of Loss or Collision Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expense

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$1,500 per "loss".

c. Extra Expense – Stolen Vehicle

We will pay for actual amounts expended to return a stolen covered "auto" to you up to a maximum of the actual cash value of the stolen covered "auto".

d. Personal Effects Coverage

We will pay up to \$1,000 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto". No deductible applies to this coverage.

e. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligations to the lessor or leinholder for any difference between the actual cash value of the covered "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan. This coverage applies only if the lessor or leinholder is shown as a Loss Payee under separate endorsement attached to this policy. We will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- (1) The amount paid under the Physical Damage Coverage Section of the policy; and
- (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;

- (d) Costs for extended warranties, Credit Life Insurance, health, Accident or disability Insurance purchased with the loan or lease;
- (e) Carry-over balances from previous loans or leases; and
- (f) The dollar amount of any unrepaired damage which occurred prior to the "loss" of a covered auto.

E. TAPES, RECORDS, AND DISCS COVERAGE

Under paragraph **B.4.Exclusions**, exclusion **4.a.** is deleted in its entirety.

The following is added to Paragraph **A. Coverage**:

1. Under Comprehensive Coverage, we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:
 - a. Are your property or that of a family member; and
 - b. Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$250.

2. No Physical Damage Coverage deductible applies to this coverage.

F. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to **Exclusions**, Paragraph **B.3. - Section III - Physical Damage Coverage**:

The accidental discharge of an airbag shall not be considered mechanical breakdown if it occurs in a covered "auto" for which Comprehensive coverage is purchased. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

G. ELECTRONIC EQUIPMENT COVERAGE

Under paragraph **B.4. Exclusions**, exclusion **4.c.** and **4.d.** does not apply to any electronic equipment". The following is added to Paragraph **A. Coverage**:

1. Under Comprehensive Coverage, we will pay for "loss" to any "electronic equipment". This coverage applies only if

the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

2. The most we will pay in the event of a "loss" under this provision is the lesser of:

- a. The actual cash value of the "electronic equipment" at the time of the "loss";
- b. The cost of repairing or replacing the "electronic equipment" with other "electronic equipment" of like kind or quality; or
- c. \$5,000.

3. If "loss" to the "electronic equipment" is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive, Specified Causes of Loss or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to "electronic equipment" caused by fire or lightning.

If "loss" occurs solely to the "electronic equipment", then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$250 deductible. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

4. This provision **G.** shall not apply to equipment for which coverage is already provided by exceptions to exclusion **4. c.** and **4. d.** under **Section III - Physical Damage Coverage**.

"Electronic equipment" means equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This includes antennas and other accessories, other than tapes, records, or discs, necessary for the use of the "electronic equipment."

H. MULTIPLE DEDUCTIBLE PROTECTION

The following is added to Paragraph **D. Deductible** under **Section III – Physical Damage Coverage**:

1. Whenever a covered tractor and trailer are each damaged in the same "loss" while operating as a combined tractor and trailer unit, only one deductible shall apply to the accident. The larger of the two deductibles shall apply.
2. When any occurrence results in a "loss" under more than one policy or coverage form issued by us, only one deductible shall apply to all damages arising from such an occurrence. Only the largest deductible of the applicable Coverage form(s) will apply to such loss.
3. In no event will the deductible amount ever be greater than the amount that would have applied without this provision.

III. SECTION II – LIABILITY COVERAGE and SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01) are amended as follows:

A. DRIVE OTHER CAR COVERAGE – BROADENED FOR EXECUTIVE OFFICERS

1. Changes In Liability Coverage

- a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any executive officer or by his or her spouse while a resident of the same household except:
 - i. Any "auto" owned by that executive officer or by any member of his or her household.
 - ii. Any "auto" used by that executive officer or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- b. The following is added to **Who Is An Insured**:

Any executive officer and his or her spouse, while a resident of the same household are "insured" while using any covered "auto" described in above Paragraph **A.1**.

2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured**:

Any executive officer and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that executive officer or by any "family member".

3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of an executive officer or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that executive officer or by any member of his or her household.
- b. Any "auto" used by that executive officer or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

4. Additional Definition

As used in this section:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

B. LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

1. Coverage

- a. Any "leased auto" designated or described in the Schedule of Covered Autos You Own will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- b. For a "leased auto" designated or described in the Schedule of Covered Autos You Own, **Who Is An Insured** is changed to include as an "insured" the lessor as shown in the Policy Interest Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - i. You;

- ii. Any of your "employees" or agents; or
- iii. Any person, except the lessor of any other "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- c. The coverages provided under this section apply to any "leased auto" described in the Schedule of Covered Autos You Own until the expiration date shown in the lease agreement, or when the lessor or his or her agent takes possession of the "leased auto", whichever comes first.

2. Loss Payable Clause

- a. We will pay, as interest may appear, you and the lessor named for "loss" to a "leased auto".
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

3. Cancellation

- a. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- b. If you cancel the policy, we will mail notice to the lessor.
- c. Cancellation ends this agreement.

4. The lessor is not liable for payment of your premiums.

5. Additional Definition

As used in this section:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

IV. SECTION IV – BUSINESS AUTO CONDITIONS of the BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01) is amended as follows:

A. Duties in the Event Of an Accident, Claim, Suit, or Loss

- 1. Your obligation in Loss Condition 2.a. relative to notification requirements applies only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a joint venture or limited liability company; or
 - d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

B. Unintentional Failure To Disclose Hazards

If you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

C. Non-Owned Auto Waiver of Subrogation

We hereby waive any right of subrogation against any of your officers, directors, or employees which might arise by reason of any payment under the insurance afforded by the policy for the operation, maintenance, use, loading, or unloading of non-owned "autos". This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or employee.

D. Primary and Noncontributory - Other Insurance Condition

The following is added to **Section IV – Business Auto Conditions, B5. Other Insurance** and supersedes any provisions to the contrary:

This Coverage Form's Covered Auto Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and
- 2. You have agreed in writing, in a contract or agreement, that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

E. Blanket Waiver of Subrogation When Required Under Written Contract

The following is added to **Section V – Business Auto Conditions, 5. Transfer of Rights of Recovery Against Others To Us:**

However, we waive any right of recovery we may have against a person, organization or government entity when you have waived such right of recovery under a written "insured contract" provided such written "insured contract" is:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "accident" or "loss"; or executed after the "accident" or "loss" if:
 - a. the terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
 - b. you can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon to the "accident" or "loss".

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
As required by written
contract executed after the
MI

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/23/2023
Insured Springline Excavating LLC

Policy No. W0522960

Endorsement No. 01
Premium \$inc

Insurance Company
Michigan Millers Mutual Insurance Company

Countersigned by Michael Zervos

POLICY NUMBER: C0551599

INTERLINE
MM IL 523 03 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY PART

In the event of cancellation of this policy, we agree to mail prior written notice of cancellation to:

SCHEDULE

1. Name: Charter Township of White Lake
2. Address: 7525 Highland Rd, White Lake MI 48383

We reserve the right to cancel the policy as permitted by policy terms and conditions. We will give the same advance notice of cancellation to the person(s) or organization(s) shown in the schedule above as we give to the Named Insured shown in the Declarations unless indicated differently below.

30 Number of days except for non-payment of premium. Policy terms and conditions apply for non-payment of premium.

POLICY NUMBER: C0551599

INTERLINE
MM IL 523 03 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY PART

In the event of cancellation of this policy, we agree to mail prior written notice of cancellation to:

SCHEDULE

1. Name: **DLZ Michigan Inc**
2. Address: **4494 Elizabeth Lake Rd, Waterford MI 48328**

We reserve the right to cancel the policy as permitted by policy terms and conditions. We will give the same advance notice of cancellation to the person(s) or organization(s) shown in the schedule above as we give to the Named Insured shown in the Declarations unless indicated differently below.

Number of days except for non-payment of premium. Policy terms and conditions apply for non-
30 payment of premium.

POLICY NUMBER: L0304093

INTERLINE
MM IL 523 03 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY PART

In the event of cancellation of this policy, we agree to mail prior written notice of cancellation to:

SCHEDULE

1. Name: Charter Township of White Lake
2. Address: 7525 Highland Rd, White Lake MI 48383

We reserve the right to cancel the policy as permitted by policy terms and conditions. We will give the same advance notice of cancellation to the person(s) or organization(s) shown in the schedule above as we give to the Named Insured shown in the Declarations unless indicated differently below.

30 Number of days except for non-payment of premium. Policy terms and conditions apply for non-payment of premium.

POLICY NUMBER: L0304093

INTERLINE
MM IL 523 03 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CHANGES – AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY PART

In the event of cancellation of this policy, we agree to mail prior written notice of cancellation to:

SCHEDULE

1. Name: **DLZ Michigan Inc**
2. Address: **4494 Elizabeth Lake Rd, Waterford MI 48328**

We reserve the right to cancel the policy as permitted by policy terms and conditions. We will give the same advance notice of cancellation to the person(s) or organization(s) shown in the schedule above as we give to the Named Insured shown in the Declarations unless indicated differently below.

30 Number of days except for non-payment of premium. Policy terms and conditions apply for non-payment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
FOR DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under this policy: W0522960

SCHEDULE

Policy Period: Effective date: 10/23/2023 to Expiration date: 10/23/2024		
Name of Person or Organization:	Project I.D.:	Mailing Address or Email Address:
Charter Township of White Lake	Elizabeth Lake Road Reconstruction	7525 Highland Rd, White Lake MI 48383
DLZ Michigan Inc	Elizabeth Lake Road Reconstruction	4494 Elizabeth Lake Rd, Waterford Mi 48383
Information required to complete this Schedule, if not shown above, will be shown in the Declarations or additional separate Schedule.		

The following **Condition** is added:

If we cancel or nonrenew this policy, other than for non-payment of premium or at the request of the Named Insured, we will provide advance written notice of such cancellation or nonrenewal to the person(s) or organization(s) listed in the SCHEDULE above. Such notice will be provided to such person(s) or organization(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation or nonrenewal. At our election, the notice shall either be mailed by first class mail, postage prepaid to the address indicated in the SCHEDULE for such person or organization or sent by electronic mail to the email address set forth in the SCHEDULE for such person or organization. Such notice shall identify the policy, including the identity of the Named Insured, being cancelled or nonrenewed and provide the effective date of cancellation or nonrenewal. If sent by first class mail, proof of mailing constitutes proof of notice. If sent by email, proof of sending constitutes proof of notice.

Our obligation to send notice to the person or organization listed in the SCHEDULE above shall terminate the earlier of: i) the end of the current Policy Period; or ii) when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation or nonrenewal.

EXHIBIT B
LETTER AGREEMENT
(Attached)

GKMS Village Lakes LLC
31500 Northwestern Highway, Suite 100
Farmington Hills, Michigan 48334

_____, 2024

White Lake Charter Township
7525 Highland Road
Highland, Michigan 48383

Re: Project No: 25-1167, (the “Project”)
Highway Easement, Sidewalk Easement and Temporary Construction Easement at portion of 310
Town Center Blvd.

Dear Sir or Madam:

The Board of County Road Commissioners of the County of Oakland (the “Board”) and White Lake Charter Township (“Township”) have requested that GKMS Village Lakes LLC, a Delaware limited liability, (“Owner”) grant the Board a certain highway easement in connection with the Elizabeth Road Reconstruction identified as Project No.: 25-1167 (the “Highway Easement”), and grant to Township, (a) a temporary construction easement and (b) a sidewalk easement (and with the Highway Easement, collectively the “Easements”) in connection with the Project. The Project will construct, operate, maintain, repair and/or replace roadways, utilities, and other infrastructure improvements, in, over, under, upon and through the property known as 310 Town Center Blvd., situated in the Township of White Lake, County of Oakland, State of Michigan. In consideration for the Owner’s agreement to grant the Easements, the Township agrees as follows:

1. The Township agrees to reimburse all legal fees incurred by Owner with respect to the Easements and the Project up to \$5,000.00.
2. The Township agrees to reimburse all fees incurred by Owner’s lender (the “Lender”) with respect to the Easements, including but not limited to Lender’s legal fees incurred, up to \$5,000.

Capitalized terms not herein defined will have the same meaning given to them in the Highway Easement.

[Signature page follows]

If the foregoing meets with your approval, please sign and return a copy of this letter.

Sincerely,

GKMS VILLAGE LAKES LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Accepted and agreed to this ____ day of _____, 2024

WHITE LAKE CHARTER TOWNSHIP

By: _____
Name: _____
Title: _____