

LICENSE AGREEMENT

Agreement made this _____ day of January, 2022, by and between the TOWNSHIP OF WHITE LAKE, a Michigan municipal corporation ("Township"), whose address is 7525 Highland Road, White Lake, Michigan 48383, and HIGHLAND DEVELOPMENT, LLC, a Michigan limited liability company ("Licensee"), whose address is 1221 Bowers #1092, Birmingham, Michigan 48012, with regard to the property commonly known as: 9135 Highland Road, White Lake, MI 48386 (Parcel No. 12-23-227-006) and more particularly described on Exhibit A.

1. The Township hereby grants to Licensee a license to occupy and use the Sanitary Sewer Easement, as described in the Grant of Sanitary Sewer Easement dated March 27, 2019 and recorded at Liber 52682, Page 650 and in the Water Main Easement, as described in the Easement for Water Main, dated October 19, 1998 and recorded at Liber 19187, Page 337 (hereinafter collectively referred to as the "Easement Area"), solely for the purpose of erecting and maintaining an entrance sign in the form, and only in the location, shown on Exhibit B, attached and incorporated by reference, subject to all of the terms and conditions of this Agreement.

2. Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice for the date of termination. Licensee shall forthwith remove the entrance sign from the Easement Area upon notice of termination of this license. The Township may remove such entrance sign upon Licensee's failure to remove the

same within thirty (30) days of notice of termination. Licensee shall be responsible for all costs associated with such removal, including any costs and attorneys' fees incurred by the Township in securing such removal or collecting from the Licensee the costs associated with such removal.

Upon completion of improvements in the Easement Area, Licensee shall provide record drawings of the location of anything placed underground within the Easement Area. Licensee is responsible for the cost of any repairs to any of its improvements, above ground or below ground, that may be required as a result of Township maintenance or construction work within the Easement Area.

3. Licensee shall indemnify and hold the Township harmless from and against all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this license, or any means of ingress to or egress from such premises, except liability caused solely by the negligence of the Township, its agents, officers or employees.

4. Licensee shall procure and maintain so long as the license is in effect comprehensive general liability insurance naming as additional insureds the Township of White Lake, its officers, agents and employees, to protect from claims for damages because of bodily injury or death and from claims for injury or destruction of property including loss of use resulting therefrom, any and all of which may arise out of or result from the Licensee's use of the licensed premises. The limits of liability for bodily injury including accidental death shall be \$1,000,000.00 per occurrence. The limits of liability for property damage shall be \$1,000,000.00 per occurrence. The policy shall include general aggregate coverage in the amount of \$2,000,000. Such insurance shall be furnished by an insurance company qualified to do business in the State of Michigan and acceptable to the Township. The insurance shall be

primary and non-contributory with respect to the additional insureds. The Licensee shall provide an endorsement on the insurance policy providing for sixty (60) days written, advance notice of cancellation to be furnished to the Township.

5. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

6. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

7. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

8. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

9. This Agreement does not grant or convey an interest in any property to Licensee.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

WHITE LAKE TOWNSHIP

By _____
Rik Kowall, Supervisor

Dated: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____day of _____, 2022, by Rik Kowall as the authorized representative of White Lake Township.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

LICENSEE

Highland Development, LLC

By _____

Its: _____

Dated: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____day of _____, 2022, by _____, authorized representative of Highland Development, L.L.C.

Notary Public
Oakland County, Michigan
My Commission Expires:_____

Drafted By:

Lisa J. Hamameh (P57936)
Rosati Schultz Joppich & Amtsbuechler
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When Recorded Return to:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Land situated in the Township of White Lake, County of Oakland, State of Michigan

Part of the Northeast 1/4 of Section 23, Town 3 North, Range 8 East, Township of White Lake, Oakland County, Michigan, more particularly described as: Beginning at a point distant south 87 degrees 20 minutes 49 seconds East 553.16 feet from the Northwest corner of Lot 8 of Twin Lakes Subdivision No. 1, thence North 02 degrees 39 minutes 11 seconds East 717.90 feet to the Southerly right of way line of M-59 Highway, thence North 78 degrees 28 minutes 15 seconds East 63.02 feet, thence along a curve to the right, radius 3769.72 feet, chord bears North 79 degrees 30 minutes 37 seconds East 136.78 feet, distance of 136.80 feet, thence South 02 degrees 39 minutes 11 seconds East 592.36 feet, thence South 61 degrees 10 minutes 11 seconds West 74.91 feet, thence South 02 degrees 39 minutes 11 seconds West 133.00 feet, thence North 87 degrees 20 minutes 49 seconds West 130.58 feet to the point of beginning.

Commonly Known as: 9135 Highland Road

EXHIBIT B

(ATTACH SITE PLAN FOR ENTRANCE SIGN)