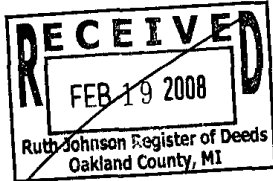


LIBER 40863 PG320

15657
LIBER 40863 PAGE 320
\$16.00 MISC RECORDING
\$4.00 REMONUMENTATION
02/03/2009 11:42:33 A.M. RECEIPT# 8362

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



LICENSE AGREEMENT FOR
ENTRANCE LANDSCAPING AND SIGN

This License Agreement is made this 5th day of November, 2007 by and between the CITY OF FARMINGTON HILLS ("City"), a Michigan municipal corporation, whose address is 31555 W. Eleven Mile Road, Farmington Hills, Michigan 48336, and Copper Creek Community Association ("Association"), whose address is c/o Meadow Management, Inc., Agent, 27780 Novi Road Suite #110, Novi, MI 48377.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Association a license to occupy and use, solely for the purpose of erecting and maintaining landscaping, irrigation, lighting, and entranceway signage, the boulevard islands and unpaved entranceway areas within the following dedicated City right-of-way:

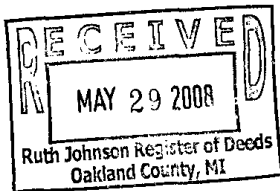
SEE EXHIBIT "A"

subject to all the terms and conditions of this License Agreement and otherwise applicable laws and ordinances.

2. Association shall indemnify and hold the City and its officers, agents, and employees harmless from and against all losses, claims, suits, damages, costs, and expenses, of any kind, and all liability for personal injuries, property damage, and 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 City, its agents, or employees.

3. Association shall procure and maintain, so long as this license is in effect, comprehensive general liability insurance to cover claims for damages because of bodily injury or death and from claims for injury to or destruction of property, including loss of use resulting there from, any and all of which may arise out of or result from the Association's use of the licensed premises. The limits of liability for bodily injury including death shall be \$1,000,000.00 per occurrence with a total limit of \$3,000,000.00 during a single policy year. The limits of liability for property damage shall be \$1,000,000.00 per occurrence with a total limit of \$3,000,000.00 during a single policy year. Such insurance shall be furnished by an insurance company qualified to do business in the State of Michigan. All certificates of insurance shall stipulate thirty

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O.K. - A.N.

(30) days written, advance notice of cancellation to be furnished to the City, and shall name as additional insured the City of Farmington Hills, its officers, agents, and employees.

4. This license is revocable at the will of the City without a hearing. Upon revocation, City shall send a notice of the revocation to Association and Association shall thereupon vacate the premises, promptly remove the sign and any other materials, and restore the premises to its original condition. If not removed within thirty (30) days of the notice of revocation, the sign and any other materials shall be deemed abandoned by the Association and may be removed and discarded or disposed of in any manner deemed appropriate by the City, in its sole and absolute discretion, without a hearing or notice to Association.

5. 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.


6. Any delay or failure of the City to enforce any term, condition or restriction of this License Agreement shall not be a waiver or estoppel of its right to eventually enforce every term and condition of this License Agreement thereafter. No provision of this License Agreement shall be deemed to have been waived unless the waiver is in writing.

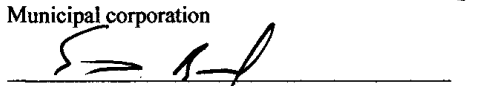
7. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

8. Association acknowledges that this License Agreement does not constitute, and shall not be deemed by any court to constitute a sale, conveyance, rental or lease of the premises described herein or the grant of an easement on such area. Association further acknowledges that Association, under Michigan law, acquires no prescriptive rights by virtue of this license.

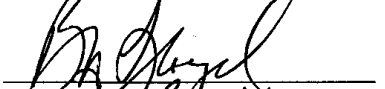
IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated on the first page, above:

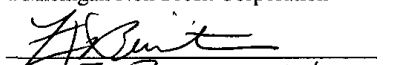
ATTESTED:


By: Kathryn Dornan
Its: City Clerk

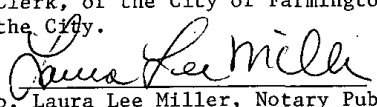
CITY OF FARMINGTON HILLS, a Michigan
Municipal corporation

By: Steve Brock Its: City Manager
Its: City Manager

WITNESSED:


(Print Name: B.A. Lloyd)

COPPER CREEK COMMUNITY ASSN.,
a Michigan Non-Profit Corporation

By: F.J. Baermeister
Its: President

The foregoing instrument was acknowledged before me on this 12th day of Dec. 2007, by Steve Brock, City Manager and Kathryn A. Dornan, City Clerk, of the City of Farmington Hills, a Michigan Municipal Corporation, on behalf of the City.

Laura Lee Milier
Notary Public, Livingston Co. 
Comm. Expires Sept. 21, 2014
Acting in Oakland Co, Michigan

The foregoing instrument was acknowledged before me on this 12th day of Dec. 2007, by F.J. Baermeister, President of Copper Creek Community Assn., a Michigan Non-Profit Corporation, on behalf of Copper Creek Community Assn.


Notary Public, DEBRA S ALLEN

WHEN RECORDED RETURN TO:
Kathryn A. Dornan, City Clerk
City of Farmington Hills
31555 Eleven Mile Road
Farmington Hills, MI 48336

DEBRA S. ALLEN
Notary Public, Oakland Co., MI
Commission Expires Aug. 12, 2013

EXHIBIT A

Part of the East 1/2 of Section 07, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan. Described as beginning at a point distant N 89° 42' 47" E 934.91 Feet along the south section 07 line and N 00° 17' 13" W 107.00 Feet from the South ¼ corner of said section 07; proceeding thence N 00° 17' 12" W 210.00 Feet; Thence N 89° 42' 47" E 100.00 Feet; Thence S 00° 17' 12" E 210.00 Feet; Thence S 89° 42' 47" W 100.00 Feet to the point of beginning containing 0.482 acres more or less.

Regarding: (22)23-07-400-030 *AT*