

EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS, that THE EDISON ILLUMINATING COMPANY OF DETROIT, a Michigan corporation, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by THE DETROIT EDISON COMPANY, a New York corporation of 2000 Second Avenue, Detroit 26, Michigan, receipt of which is hereby acknowledged, does hereby grant to said THE DETROIT EDISON COMPANY, its successors and assigns, an easement and right-of-way for the purposes of maintaining, constructing, operating and reconstructing its lines and equipment either overhead or underground for the transmission and distribution of electrical energy and The Detroit Edison Company's communication facilities including the necessary towers, poles, wires, guys, conduits and other equipment over, across and under the following described premises in the Township of Scio, County of Washtenaw and State of Michigan, to-wit:

That part of the North 1/2 of Section 3, Town 2 South, Range 5 East described as:

A strip of land 90.00 feet wide described by its centerline as; beginning at a point on the East and West 1/4 line of said section, a distance of 69.9 feet easterly of the center post of said section; thence northerly along a line making a northeasterly angle of 88°06'30" with the said 1/4 line, 49.0 feet to a point.

THE EDISON ILLUMINATING COMPANY OF DETROIT hereby grants unto the said THE DETROIT EDISON COMPANY, its successors and assigns, the right to trim or cut down any trees which may interfere with the construction, operation or maintenance of such lines and does also grant unto the said THE DETROIT EDISON COMPANY, its successors and assigns, the right to enter upon the above described premises at any and all times for the purposes above set forth.

THE EDISON ILLUMINATING COMPANY OF DETROIT further grants unto THE DETROIT EDISON COMPANY, its successors and assigns, the right in the thirty feet of land paralleling the westerly boundary of the above described easement and in the fifteen feet paralleling the easterly boundary of said easement, to clear those trees which in The Detroit Edison Company's judgment are, or may become hazardous to the operation of the line constructed in said easement.

RETURN TO  
RICHARD H. TAYLOR  
The Detroit Edison Company  
200 SECOND AVENUE  
DETROIT 26, MICHIGAN

RECORDED RIGHT OF WAY NO. 21889 pd

IN WITNESS WHEREOF, the said THE EDISON ILLUMINATING COMPANY OF DETROIT has caused this instrument to be executed by its duly authorized officers on this 20th day of December A.D. 1962.

In the Presence of:

Lillian J. H. Carroll  
LILLIAN J. H. CARROLL

Irene C. Kata  
Irene C. Kata

THE EDISON ILLUMINATING COMPANY OF DETROIT

By Eldred H. Scott  
Eldred H. Scott, VICE PRESIDENT

By Esther Birnbaum  
ESTHER BIRNBAUM ASST. SECRETARY

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF WAYNE )

On this 20th day of December, A.D. 1962, before me, the subscriber, a Notary Public in and for said County personally appeared Eldred H. Scott and Esther Birnbaum

to me personally known, who being by me duly sworn did say that they are the Vice President and Assistant Secretary of THE EDISON

ILLUMINATING COMPANY OF DETROIT, a Michigan corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and Eldred H. Scott and Esther Birnbaum acknowledged said instrument to be the free act and deed of said corporation.

Lillian J. H. Carroll  
LILLIAN J. H. CARROLL  
Notary Public Wayne County, Michigan

My commission expires: July 25, 1965

APPROVED	DATE
<u>[Signature]</u>	<u>12-17-62</u>
LEGAL	
PLANT & CONSUMER	
ILLUMINATING CO.	
DETROIT, MICH.	
GEN. ENG. <u>John S. Wenger</u>	<u>12-16-62</u>

RETURN TO  
RICHARD H. TAYLOR  
The Detroit Edison Company  
2300 SECOND AVENUE  
DETROIT 26, MICHIGAN

21889 p2

RECEIVED FOR RECORD

JAN 21 11 35 AM '63

PATRICIA NEWKIRK HARDY REGISTER OF DEEDS WASHTEAW COUNTY, MICH.

*571 East Edmore Co.*

*1 Edmore*

*Richard H. Taylor*

951228  
1-31-63  
225 \* 480  
68X 577

RECEIVED FOR RECORD

JAN 21 11 35 AM '63

PATRICIA NEWKIRK HARDY REGISTER OF DEEDS WASHTEAW COUNTY, MICH.

RETURN TO RICHARD H. TAYLOR The Detroit Edison Company 2000 SECOND AVENUE DETROIT 26, MICHIGAN

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

February 4, 1963

WR  
2-4-63

MEMORANDUM TO:

MR. ELDRED H. SCOTT  
Vice President and Controller  
520 General Offices

Re: Easement Grant in the North 1/2 of Section 3, Town 2  
South, Range 5 East, Scio Township, Washtenaw County,  
Michigan.

Attached for the Records Center is an original of the Easement Grant from The Edison Illuminating Company of Detroit to The Detroit Edison Company.

Also attached is a copy of the Easement Grant which should be filed in Real Estate File #1017-4 together with related papers. Please cross-reference.

*Lamar R. Smith*  
Lamar R. Smith  
Supervisor of Real Estate

LGH/gd  
Attachs.

cc. J. S. Wenger

REC'D
<i>WR</i>
<i>J.P.L./D.L.</i>
<i>WR</i>

RECORDS CENTER
RECEIVED FEB 7 1963
TICKLER MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 21889 p 2



Real Estate and Claims Division

Project No: NWS04296

Date: 4/8/04  
To: Records Center  
From: Elaine Clifford  
Subject: Permit to encroach within an ITC easement

Attached are documents granting Community Development Group of Ann Arbor permission to construct a road, utilities, culvert, sidewalks, a portion of a detention pond with outlet pipe and a portion of a septic field.

The easement is on customer's property located in part of the S ¼ of Section 34, Webster Township and W ¼ of Section 3, Scio Township, Wastenaw County, Michigan.

A check for \$350 was received and sent to the accounting department.

Please incorporate in ROW# R21889P2, R21494P6, R21494P7, R21494P4, and R21494P11.

Attachment (s)

Community Development Group of Ann Arbor, L.L.C.  
a Colorado Limited Liability Company  
825 Cherrystone Court  
Ann Arbor, MI 48105

**RE: Permit to encroach on an easement that has been assigned to International Transmission Company**

In reply to your request, the International Transmission Company ("ITC"), a Michigan corporation, voluntarily grants you this permit to encroach on an easement that has been assigned to ITC. The terms of this permit are as follows:

1. **Personal permit:** This permit is personal to you, gives no rights to the public, and gives no rights adverse to ITC. It must refer to Project No. NWS04296.
2. **Description of easement:** Located in part of the S ¼ corner of Section 34 Webster Township and W ¼ of Section 3, Scio Township, Washtenaw County, Michigan.
3. **Area of the easement you are permitted to encroach upon:** As shown on Tetra Tech MPS Drawing No. 133003-L-2 and McNamee, Porter & Seeley, Inc. Drawing No. 1330.001-L-1, Sheet 32 dated 12/19/03 and Sheet 15, dated 11/13/2003.
4. **Purpose of encroachment:** To construct a road, utilities, culvert, sidewalks, a portion of a detention pond with outlet pipe and a portion of a septic field.
5. **ITC's Rights** This permit is subject to ITC's rights to construct, reconstruct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("ITC's facilities") in the easement. Additionally, this permit is subject to the rights of all other public utilities.
6. **Sole Risk** You must use the land at your sole risk. If your use of the land is impaired, ITC will not be liable you for any damage.
7. **Indemnity**
  - a. You will indemnify ITC (International Transmission Company, its officers, agents and employees) for any claims for injuries or damages to persons or property or both arising directly or indirectly out of the use of this permit by you (the person, company or organization, its contractors, lessees and licensees). This includes, but is not limited to, claims arising out of your negligence, your and ITC's joint negligence, or any other person's negligence.
  - b. You will also indemnify ITC (International Transmission Company, its officers, agents, and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by ITC customers, based upon energy supply agreements, which i) arise directly or indirectly out of the use of this agreement by you (the company, its contractors, lessees and licensees), and ii) are due to momentary or sustained electrical interruptions or voltage fluctuations, including sag, arising out of your negligence, your and ITC's joint negligence, or any other person's negligence; however this indemnification will not apply to any claims arising out of ITC's sole negligence.
  - c. If any claim covered by your indemnity is brought against ITC, you will defend the claim at your expense. You will also pay any costs, charges, expenses, attorney fees or judgments that ITC incurs or is subject to in the claim.

8. **ITC Damages** You must pay ITC for all damages, losses or injuries to ITC's facilities caused by you, your agents, employees, or independent contractors while constructing, operating or maintaining your facility.

9. **Clearances** You and your contractors must maintain a 20 foot clearance from ITC facilities.

10. **Title** You warrant to ITC that you are the fee owner of the land associated with this permit as of the date of your acceptance of the permit.

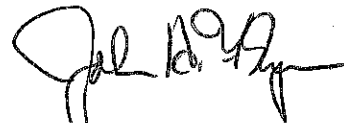
11. **Termination** This permit will terminate if you violate this agreement, or if you violate any applicable laws and regulations, or if you abandon your use for more than 6 months, or if you sell the land associated with this permit. If you sell the land associated with this permit, the new owner must request permission from ITC to continue this permit.

12. **Additional Terms**

- a. All OSHA and National Electric Safety Code safety rules must be adhered to.
- b. Grade within easement area must not be altered.
- c. ITC will not be held liable for any damage to detention pond, road, or septic field when maintenance is performed within easement area.
- d. Maintenance in and around the detention pond is the responsibility of the property owner. If maintenance has to be done by ITC the property owner will be billed.
- e. ITC will be held harmless against any safety violation and accidents caused by the detention pond.
- f. People and/or property may be exposed to electric shocks and sensations. ITC shall not be responsible for any loss or damages related to the shocks, sensations, or falling ice including but not limited to, any secondary injuries, except to the extent caused by the negligence of ITC.
- g. No streetlights, berms, planting of trees, or any other structures is allowed within the easement area.

If you are willing to accept this permit on the above conditions, please sign and date below the word "Accepted" and return the original and one copy to Elaine Clifford, 39500 Orchard Hill Place, Suite 200, Novi, MI 48375, for signature by ITC. We will then return the completely signed original to you.

Sincerely,




John H. Flynn  
Vice President-General Counsel

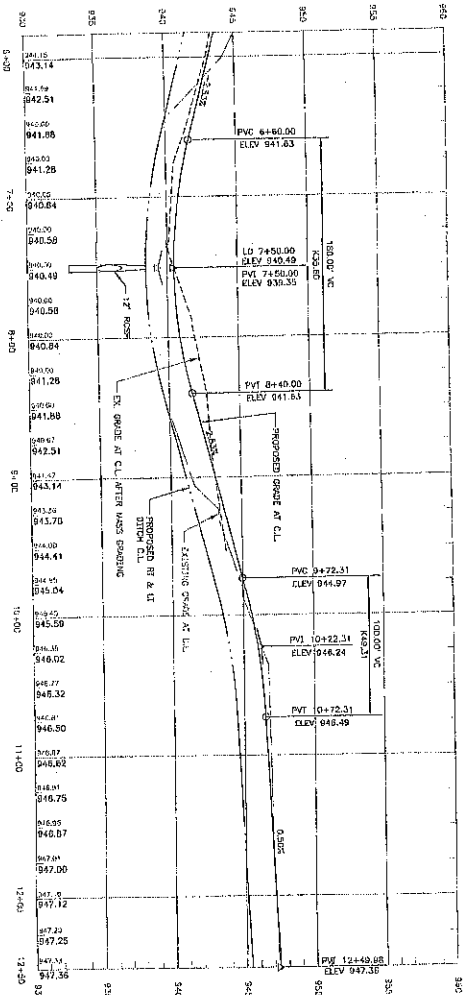
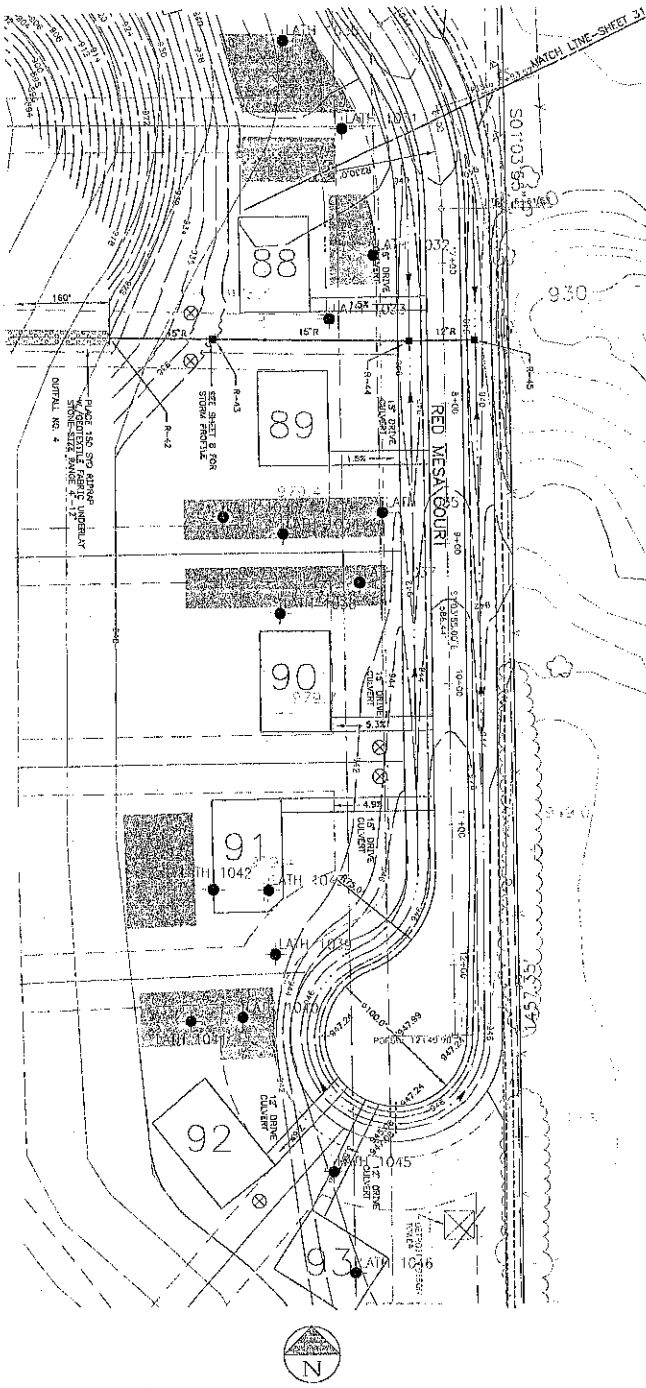
ACCEPTED:

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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MGR  
4/18/04



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**RED MESA COURT**  
ROAD PLAN & PROFILE  
STA. 6+00 - 12+47

**KEY MAP**

**CONTRACT NO. 1330001-1**

**DATE: 11/11/11**

**SCALE: 1" = 40'**

**DESIGNED BY: J. D. GIBSON**

**CHECKED BY: J. D. GIBSON**

**DATE: 11/11/11**

**PROJECT NO. 1330001-1**

**CONTRACT NO. 1330001-1**

**DATE: 11/11/11**

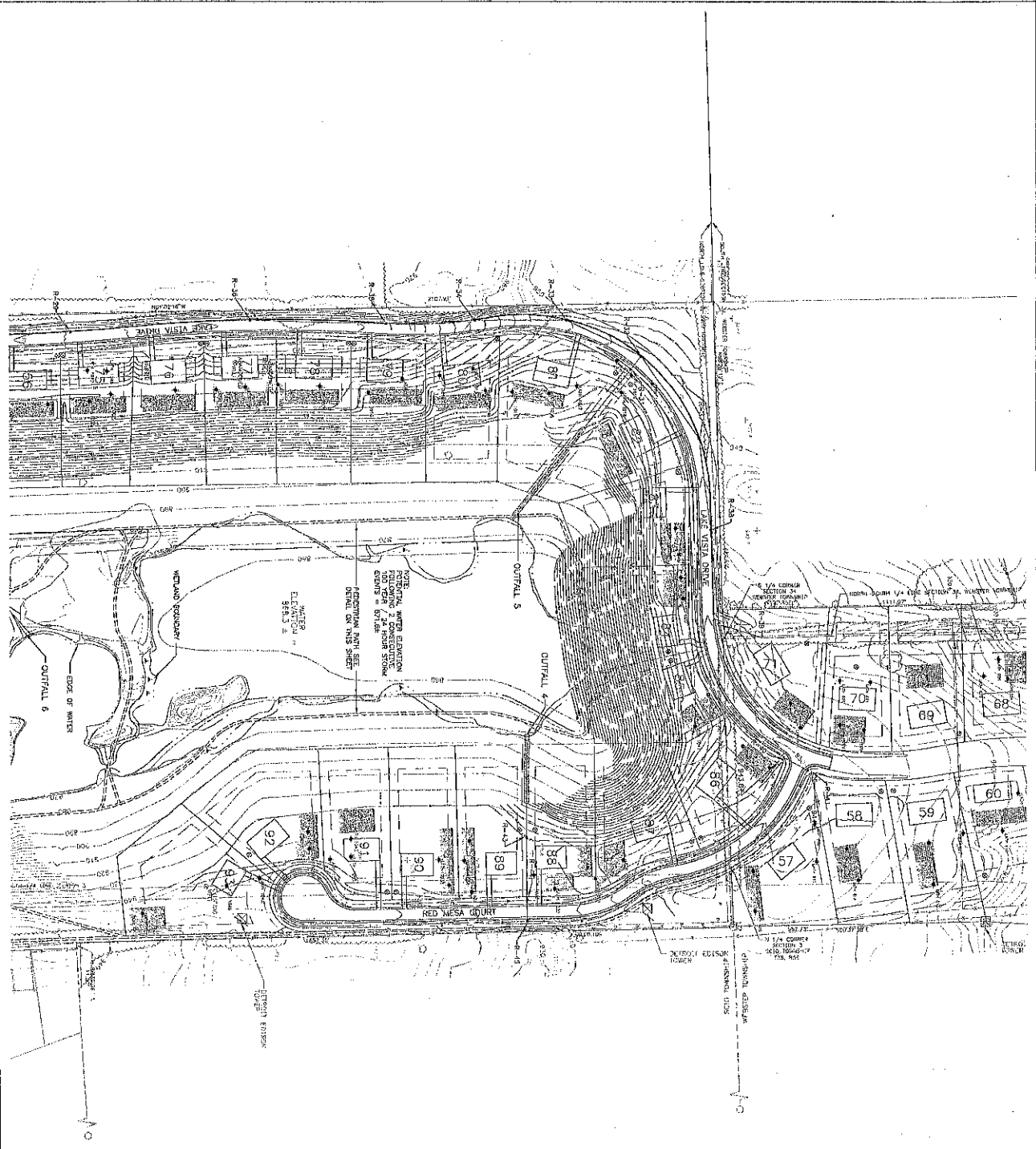
**SCALE: 1" = 40'**

**DESIGNED BY: J. D. GIBSON**

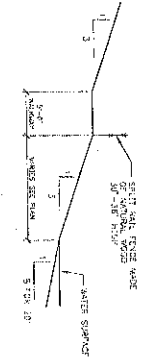
**CHECKED BY: J. D. GIBSON**

**DATE: 11/11/11**





**PEDESTRIAN PATH SECTION**



NOTES:  
 1) FOR ADDITIONAL INFO, SEE SHEET 2, OPEN SPACE PLAN.  
 2) PATH IS 5 FEET FROM SHORE UNDER THE WATER LINE. IN SUBSET LANE IS TO BE COVERED AT 8 TO 1 PER CONDITIONAL USE PERMIT #20 AND WATER APPROVAL.

- NOTES:**
- 1) AT REQUEST OF ARIZONA TOWNSHIP AND ARIZONA COUNTY, THE GRADING PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
  - 2) UTILITIES DELINEATION WAS COMPLETED BY BROWN WILKINSON, INC.
  - 3) EXISTING UTILITY LINES SHOWN ON LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70.
  - 4) VIEW OF SHADING LINE ABOVE AT APPROXIMATELY 100 FEET FROM SHORE TO BE REPRODUCED.
  - 5) EXISTING GRADING TO BE REPRODUCED.

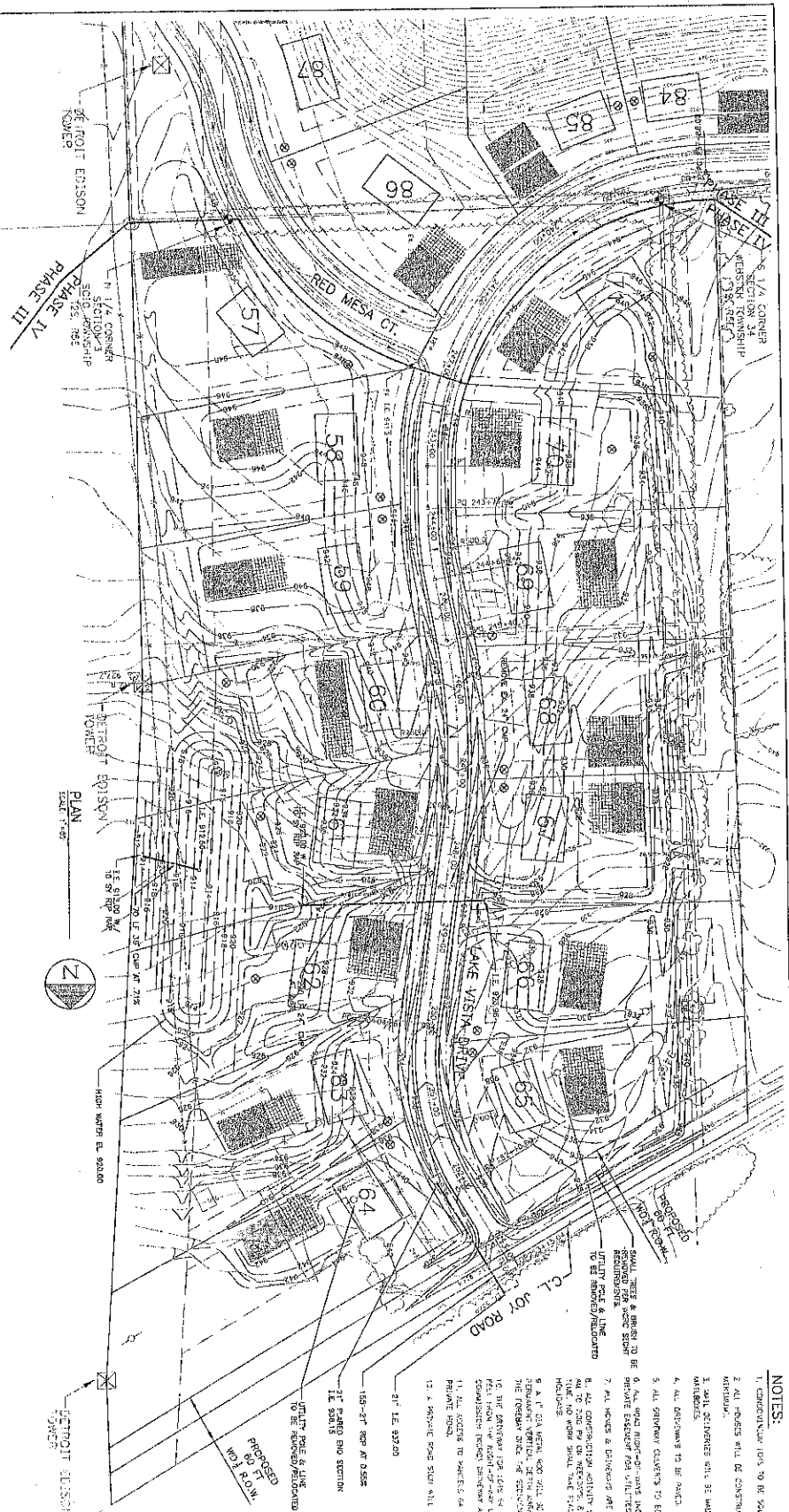
- BENCHMARKS:**
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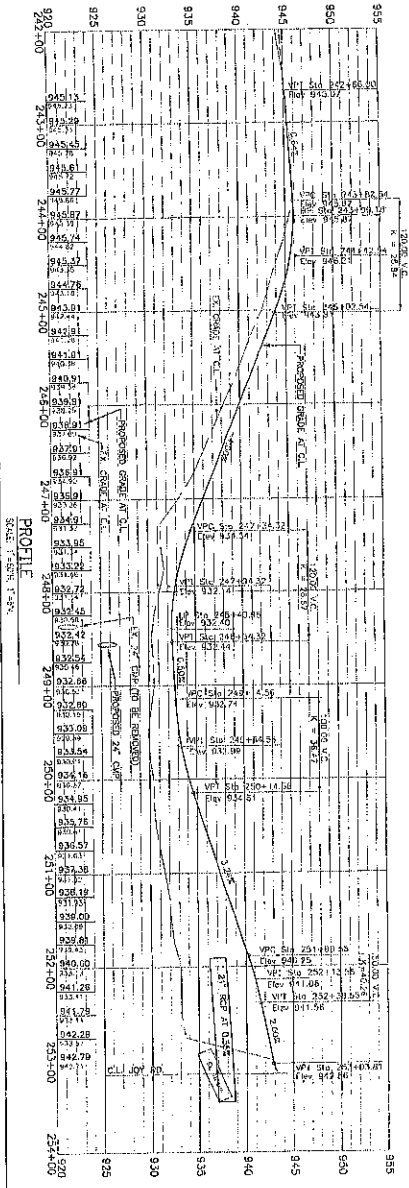
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**GRADING PLAN NORTH**  
 SHEET 15 OF 30  
 1:500 (0:1) - 1

PROJECT: [REDACTED]  
 CLIENT: [REDACTED]  
 DATE: [REDACTED]  
 DRAWN BY: [REDACTED]  
 CHECKED BY: [REDACTED]  
 APPROVED BY: [REDACTED]



- NOTES:**
1. STREET TIES WILL BE LOCATED OUTSIDE THE ROAD R.O.W. OR THROUGH LOTS.
  2. EACH LOT OWNER WILL PROVIDE A LEAST ONE 2" CUPPER TIE PER 40 FEET OF ROAD FRONTAGE WITHIN 1' FROM 2" HOUSE.
  3. THE NUMBER NUMBER OF REQUIRED TIES TO BE PLANTED ON ANY STREET (E.G. DOUBLE OR EXCESS SIX" TIES SHALL BE PLANTED TO THE PREVIOUSLY LINED LOTS.
  4. ALL STREET TIES TO BE CONTACT WITHIN A 10 FEET OF THE ROAD EDGE OF THE ROADWAY TO BE LOCATED OUTSIDE OF THE RECORDED RIGHT OF WAY NUMBER THAN 50' FROM THE 2000 P.O.M. (CAPPING NUMBER WITH ELEVATION) PLANTING IS RECOMMENDED.



**ROAD / GRADE PLAN & PROFILE**

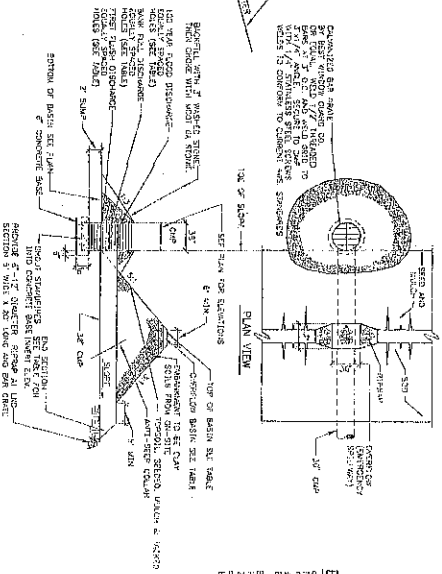
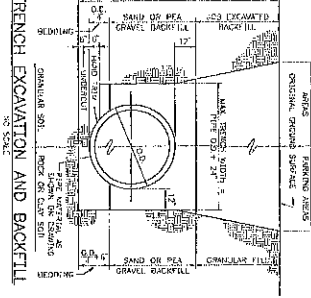
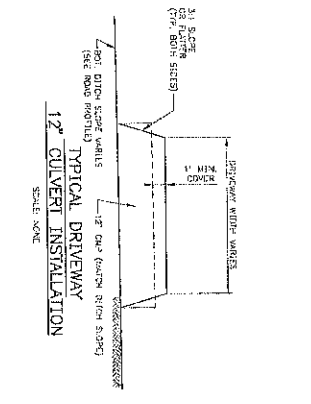
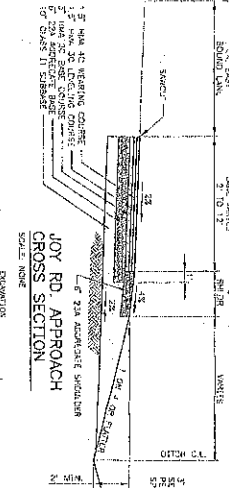
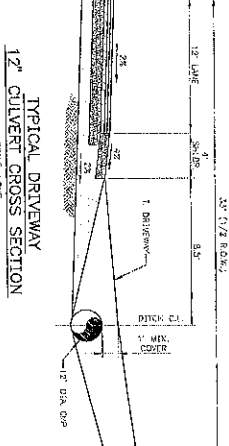
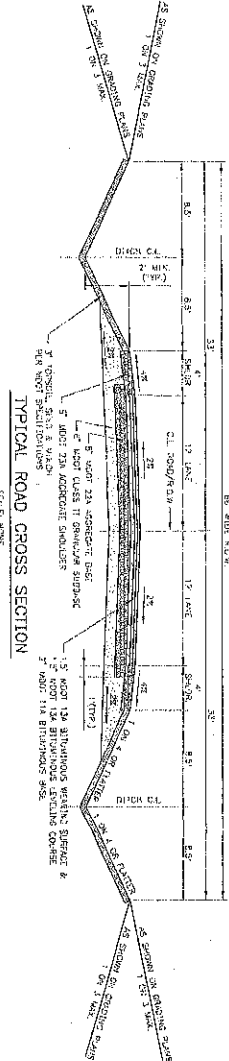
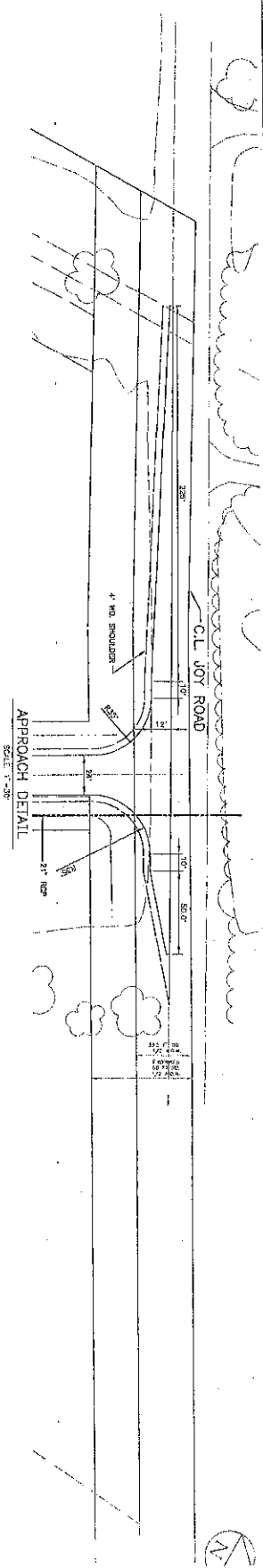
DATE: 11-28-13

PROJECT: 131003-1-2

**TETRA TECH**

131003-1-2

- NOTES:**
1. CONSTRUCTION LOTS TO BE PAID TO SELECTIVE STUDENT.
  2. ALL LOTS WILL BE CONSTRUCTED WITH FINISHED GRADE.
  3. ALL UTILITIES SHALL BE MAINTAINED BY THE OWNER.
  4. ALL UTILITIES TO BE MAINTAINED BY THE OWNER.
  5. ALL UTILITIES TO BE MAINTAINED BY THE OWNER.
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  11. ALL UTILITIES TO BE MAINTAINED BY THE OWNER.
  12. ALL UTILITIES TO BE MAINTAINED BY THE OWNER.



**NOTES:**

- SEE PLANS FOR OUTLET PIPE SIZE, TYPE, LENGTH AND INVERT ELEVATION.
- EXPLORE AND TEST BE EXISTING TO DETERMINE THE QUALITY OF THE SUBGRADE.
- SMALLER DO NOT BECOME CONCERN WITH SIGNATURE.

**DEFENTION OUTLET SCHEDULE**

INVERT ELEVATION	OUTLET PIPE SIZE	OUTLET PIPE TYPE	OUTLET PIPE LENGTH	OUTLET PIPE INVERT ELEVATION	OUTLET PIPE SLOPE	OUTLET PIPE MATERIAL
78.10	12"	CONCRETE	10'	78.10	0.00	CONCRETE
77.10	12"	CONCRETE	10'	77.10	0.00	CONCRETE
76.10	12"	CONCRETE	10'	76.10	0.00	CONCRETE
75.10	12"	CONCRETE	10'	75.10	0.00	CONCRETE
74.10	12"	CONCRETE	10'	74.10	0.00	CONCRETE
73.10	12"	CONCRETE	10'	73.10	0.00	CONCRETE
72.10	12"	CONCRETE	10'	72.10	0.00	CONCRETE
71.10	12"	CONCRETE	10'	71.10	0.00	CONCRETE
70.10	12"	CONCRETE	10'	70.10	0.00	CONCRETE
69.10	12"	CONCRETE	10'	69.10	0.00	CONCRETE
68.10	12"	CONCRETE	10'	68.10	0.00	CONCRETE
67.10	12"	CONCRETE	10'	67.10	0.00	CONCRETE
66.10	12"	CONCRETE	10'	66.10	0.00	CONCRETE
65.10	12"	CONCRETE	10'	65.10	0.00	CONCRETE
64.10	12"	CONCRETE	10'	64.10	0.00	CONCRETE
63.10	12"	CONCRETE	10'	63.10	0.00	CONCRETE
62.10	12"	CONCRETE	10'	62.10	0.00	CONCRETE
61.10	12"	CONCRETE	10'	61.10	0.00	CONCRETE
60.10	12"	CONCRETE	10'	60.10	0.00	CONCRETE
59.10	12"	CONCRETE	10'	59.10	0.00	CONCRETE
58.10	12"	CONCRETE	10'	58.10	0.00	CONCRETE
57.10	12"	CONCRETE	10'	57.10	0.00	CONCRETE
56.10	12"	CONCRETE	10'	56.10	0.00	CONCRETE
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50.10	12"	CONCRETE	10'	50.10	0.00	CONCRETE
49.10	12"	CONCRETE	10'	49.10	0.00	CONCRETE
48.10	12"	CONCRETE	10'	48.10	0.00	CONCRETE
47.10	12"	CONCRETE	10'	47.10	0.00	CONCRETE
46.10	12"	CONCRETE	10'	46.10	0.00	CONCRETE
45.10	12"	CONCRETE	10'	45.10	0.00	CONCRETE
44.10	12"	CONCRETE	10'	44.10	0.00	CONCRETE
43.10	12"	CONCRETE	10'	43.10	0.00	CONCRETE
42.10	12"	CONCRETE	10'	42.10	0.00	CONCRETE
41.10	12"	CONCRETE	10'	41.10	0.00	CONCRETE
40.10	12"	CONCRETE	10'	40.10	0.00	CONCRETE
39.10	12"	CONCRETE	10'	39.10	0.00	CONCRETE
38.10	12"	CONCRETE	10'	38.10	0.00	CONCRETE
37.10	12"	CONCRETE	10'	37.10	0.00	CONCRETE
36.10	12"	CONCRETE	10'	36.10	0.00	CONCRETE
35.10	12"	CONCRETE	10'	35.10	0.00	CONCRETE
34.10	12"	CONCRETE	10'	34.10	0.00	CONCRETE
33.10	12"	CONCRETE	10'	33.10	0.00	CONCRETE
32.10	12"	CONCRETE	10'	32.10	0.00	CONCRETE
31.10	12"	CONCRETE	10'	31.10	0.00	CONCRETE
30.10	12"	CONCRETE	10'	30.10	0.00	CONCRETE
29.10	12"	CONCRETE	10'	29.10	0.00	CONCRETE
28.10	12"	CONCRETE	10'	28.10	0.00	CONCRETE
27.10	12"	CONCRETE	10'	27.10	0.00	CONCRETE
26.10	12"	CONCRETE	10'	26.10	0.00	CONCRETE
25.10	12"	CONCRETE	10'	25.10	0.00	CONCRETE
24.10	12"	CONCRETE	10'	24.10	0.00	CONCRETE
23.10	12"	CONCRETE	10'	23.10	0.00	CONCRETE
22.10	12"	CONCRETE	10'	22.10	0.00	CONCRETE
21.10	12"	CONCRETE	10'	21.10	0.00	CONCRETE
20.10	12"	CONCRETE	10'	20.10	0.00	CONCRETE
19.10	12"	CONCRETE	10'	19.10	0.00	CONCRETE
18.10	12"	CONCRETE	10'	18.10	0.00	CONCRETE
17.10	12"	CONCRETE	10'	17.10	0.00	CONCRETE
16.10	12"	CONCRETE	10'	16.10	0.00	CONCRETE
15.10	12"	CONCRETE	10'	15.10	0.00	CONCRETE
14.10	12"	CONCRETE	10'	14.10	0.00	CONCRETE
13.10	12"	CONCRETE	10'	13.10	0.00	CONCRETE
12.10	12"	CONCRETE	10'	12.10	0.00	CONCRETE
11.10	12"	CONCRETE	10'	11.10	0.00	CONCRETE
10.10	12"	CONCRETE	10'	10.10	0.00	CONCRETE
9.10	12"	CONCRETE	10'	9.10	0.00	CONCRETE
8.10	12"	CONCRETE	10'	8.10	0.00	CONCRETE
7.10	12"	CONCRETE	10'	7.10	0.00	CONCRETE
6.10	12"	CONCRETE	10'	6.10	0.00	CONCRETE
5.10	12"	CONCRETE	10'	5.10	0.00	CONCRETE
4.10	12"	CONCRETE	10'	4.10	0.00	CONCRETE
3.10	12"	CONCRETE	10'	3.10	0.00	CONCRETE
2.10	12"	CONCRETE	10'	2.10	0.00	CONCRETE
1.10	12"	CONCRETE	10'	1.10	0.00	CONCRETE
0.10	12"	CONCRETE	10'	0.10	0.00	CONCRETE

**BENCHMARKS**

MARK	DESCRIPTION	ELEVATION
BM 1	ROAD CROSS SECTION	12.10
BM 2	ROAD CROSS SECTION	11.10
BM 3	ROAD CROSS SECTION	10.10
BM 4	ROAD CROSS SECTION	9.10
BM 5	ROAD CROSS SECTION	8.10
BM 6	ROAD CROSS SECTION	7.10
BM 7	ROAD CROSS SECTION	6.10
BM 8	ROAD CROSS SECTION	5.10
BM 9	ROAD CROSS SECTION	4.10
BM 10	ROAD CROSS SECTION	3.10
BM 11	ROAD CROSS SECTION	2.10
BM 12	ROAD CROSS SECTION	1.10
BM 13	ROAD CROSS SECTION	0.10

TRITECH TECH. INC.

ROAD CROSS SECTION & DETAILS

1310003-1

WARRANTY DEED FOR CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That Barrett Paving Materials Inc.

a Delaware corporation, whose address is 5800 Cherry Hill Road, Ypsilanti, Michigan 48198

conveys and warrants to Community Development Group of Ann Arbor, L.L.C., a Colorado Limited Liability

Company whose street number and post-office address is 825 Cherrystone, Ann Arbor, Michigan 48105

the following described premises situated in the Township of Scio, County of Washtenaw and the State of Michigan, to wit:

See attached Exhibit A

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum \$216,500.00

subject to: Easements, leases, encumbrances and restrictive covenants of record, life estate of Heloise W. Dunstan, and any condition which could be ascertained by an accurate survey.

Dated this 17 day of August, 2001

Signed in the presence of:

Joyce Kahlau  
E Blezard

Signed by: Joann V. Gooding  
By: Joann V. Gooding

Its Assistant Secretary and Vice President

STATE OF NEW JERSEY  
COUNTY OF Essex )SS.

The foregoing instrument was acknowledged before me this 17 day of August, 2001 by Joann V. Gooding, Assistant Secretary and Vice President

of Barrett Paving Materials Inc., a Delaware corporation, on behalf of the corporation.

Magda Molina  
Notary Public of New Jersey  
My commission expires June 15, 2006

Notary Public, Essex County, New Jersey  
My commission expires: June 15, 2006

Magda Molina

County Treasurer's Certificate	City Treasurer's Certificate	
When Recorded Return To:	Send Subsequent Tax Bills To:	Drafted By:
Name		Robert A. Pollice
Street Address		Business Address:
City, State and Zip		44670 Ann Arbor Road, Suite 140
		Plymouth, Michigan 48170
Tax Parcel # see Exhibit A	Recording Fee \$	

Exhibit A

Parcel II-A

Beginning at the West 1/4 of Section 3, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence N 00 degrees 46' 20" W 49.54 feet along the West line of said Section and the centerline of Zeeb Road; thence N 86 degrees 45' 45" E 1282.64 feet to a point on the West line of the East 1/2 of the Northwest 1/4 of said Section; thence along said North line in the W 2107.91 feet along said West line to a point on the North line of said Section; thence along said North line in the following three(3) courses: N 88 degrees 25' 12" E 750.50 feet to the South 1/4 corner of Section 34, T1S, R5E, Webster Township, Washtenaw County, Michigan, N 88 degrees 14' 19" E 521.36 feet to the North 1/4 corner of aforementioned Section 3, and continuing N 88 degrees 14' 19" E 120.33 feet; thence S 01 degrees 03' 55" E 1457.35 feet; thence N 86 degrees 39' 06" E 11.80 feet to a point on the West line of "Loch Alpine", a subdivision as recorded in Liber 8 of Plats, Pages 26 through 28, inclusive, Washtenaw County Records; thence S 01 degrees 18' 45" E 662.91 feet along said West line to a point on the East and West 1/4 line of aforementioned Section 3, thence S 86 degrees 47' 38" W 125.90 feet along said East and West 1/4 line to the center of said Section 3; thence S 86 degrees 48' 45" W 2565.74 feet continuing along said East and West 1/4 line to the Point of Beginning, being a part of the North 1/2 of Section 3, Scio Township.

Excepting therefrom land conveyed by Warranty Deed recorded in Liber \_\_\_\_\_, Page \_\_\_\_\_, Washtenaw County Records, described as:

Parcel I

South 3 acres of the Northwest fractional 1/4, also 0.13 acres in the Southwest corner of the Northeast fractional 1/4 of said 0.13 acres being 3 rods, North and South and 1.82 chains East and West, Section 3, Town 2 South, Range 5 East, being a part of The Preserve, a condominium development as disclosed by Master Deed recorded in Liber 3925, Page 427 and as amended by First Amendment recorded in Liber 4012, Page 313, Washtenaw County Records.

Parcel II

The North 17.90 acres of the South 19.40 acres of East fractional 1/2 of the Northwest fractional 1/4, Except the East 10 acres thereof described as: Commencing at center of Section, thence North 2° 20' West 49.5 feet for a place of beginning, thence North 2° 20' West 612.82 feet, thence South 84° 47' West 711 feet, thence South 2° 20' East 612.82 feet, thence North 84° 47' East 711 feet to the Place of Beginning, Section 3, Town 2 South, Range 5 East, being a part of the Northwest 1/4, Section 3, Town 2 South, Range 5 East, being a part of The Preserve, a condominium development as disclosed by Master Deed recorded in Liber 3925, Page 427 and as amended by First Amendment recorded in Liber 4012, Page 313, Washtenaw County Records.

Parcel III

Unit No. 56, The Preserve, a Condominium, according to the Master Deed recorded in Liber 3925, Page 427, Washtenaw County Records, as amended, and designated as Washtenaw County Condominium Subdivision Plan No. 332, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended. Excepting the Southerly portion that is located within Parcel II described above.

WARRANTY DEED FOR CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That Barrett Paving Materials Inc.

a Delaware corporation, whose address is 5800 Cherry Hill Road, Ypsilanti, Michigan 48198

conveys and warrants to Ann Arbor Investors, L.L.C., a Colorado Limited Liability

Company whose street number and post-office address is 825 Cherrystone, Ann Arbor, Michigan 48105

the following described premises situated in the Township of Webster, County of Washtenaw and the State of Michigan, to wit:

See attached Exhibit A

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum ~~of Ninety four thousand nine hundred eighteen and 34/100 dollars (\$94,918.34)~~ of Ninety four thousand nine hundred eighteen and 34/100 dollars (\$94,918.34) subject to: Easements, leases, encumbrances and restrictive covenants of record, life estate of Heloise W. Dunstan, and any condition which could be ascertained by an accurate survey.

Dated this 17 day of August, 2001

Signed in the presence of:

Joann V. Gooding  
E. Blegoude

Signed by:

Joann V. Gooding  
By: Joann V. Gooding

Its Assistant Secretary and Vice President

STATE OF NEW JERSEY  
COUNTY OF Essex }SS.

The foregoing instrument was acknowledged before me this 17th day of August, 2001 by Joann V. Gooding, Assistant Secretary and Vice President

of Barrett Paving Materials Inc., a Delaware corporation, on behalf of the corporation.

Magda Molina  
Notary Public of New Jersey  
My commission expires June 15, 2006

Notary Public, Essex County, New Jersey  
My commission expires: June 15, 2006

County Treasurer's Certificate	City Treasurer's Certificate	
When Recorded Return To:	Send Subsequent Tax Bills To:	Drafted By:
Name		Robert A. Pollice
Street Address		Business Address: 44670 Ann Arbor Road, Suite 140
City, State and Zip		Plymouth, Michigan 48170

Exhibit A

Parcel II-B

Beginning at the South 1/4 corner of Section 34, T1S, R5E, Webster Township, Washtenaw County, Michigan; thence S 88 degrees 25' 12" W 66.00 feet along the South line of said Section; thence N 01 degrees 14' 55" W 1111.07 feet to a point on the centerline of Joy Road; thence N 60 degrees 39' 30" E 245.08 feet along said centerline; thence N 58 degrees 58' 05" E 651.56 feet continuing along said centerline; thence S 01 degrees 52' 45" E 149.88 feet; thence S 03 degrees 37' 20" W 839.48 feet; thence S 00 degrees 37' 38" E 557.73 feet to a point on the South line of said Section; thence S 88 degrees 14' 19" W 118.69 feet along said South line to the North 1/4 corner of Section 3, T2S, R6E, Scio Township, Washtenaw County, Michigan; thence continuing S 88 degrees 14' 19" W 521.36 feet along said South line to the Point of Beginning. Being a part of the West 1/2 of the Southeast 1/4 and a part of the East 1/2 of the Southwest 1/4 of Section 34, T1S, R5E, Webster Township, Washtenaw County, Michigan.

Date: April 8, 2004

To: Elaine Clifford  
Real Estate and Rights of Way  
ITC

From: David Doubley  
Engineering  
ITC

Subject: **NWS04296**  
Permit to encroach within an easement  
Section 34, Webster Twp, Washtenaw County

This request is approved under the following conditions:

1. The septic fields in the corridor may be a problem. We recommend they be relocated out of the corridor. ITC will not be damaged caused by its construction equipment.
2. The portion of the road and the cul-de-sac are in the corridor. ITC will not be responsible for any damage done to the road where it encroaches into the corridor.
3. No street lights, berms, or trees shall be installed the easement.
4. Maintenance in and around the detention pond is the responsibility of the property owner. If maintenance has to done by ITC the property owner will be billed.
5. ITC should be indemnified against any safety violations and accidents caused by the detention pond.
6. We recommend a fence around the detention pound to decrease safety hazards.

Approved by: David Doubley  
David Doubley  
Engineer





Real Estate and Claims Division

Project No: NWS04296

Date: 9/9/2004 **(REVISED)**  
To: Records Center  
From: Elaine Clifford  
Subject: Permit to encroach within an ITC easement

Attached is the revised permit to encroach granted to Community Development Group of Ann Arbor, L.L.C. This permit supersedes permit dated 4/18/04.

Please incorporate in ROW# R21889P2, R21494P6, R21494P7, R21494P4, and R21494P11A..

Attachment (s)

Community Development Group of Ann Arbor, L.L.C.  
a Colorado Limited Liability Company  
825 Cherrystone Court  
Ann Arbor, MI 48105

**RE: Permit to encroach on an easement that has been assigned to International Transmission Company**

In reply to your request, the International Transmission Company ("ITC"), a Michigan corporation, voluntarily grants you this permit to encroach on an easement that has been assigned to ITC. The terms of this permit are as follows:

1. **Personal permit:** This permit is personal to you, gives no rights to the public, and gives no rights adverse to ITC. It must refer to Project No. NWS04296.
2. **Description of easement:** A 90' wide centerline easement located in part of the S  $\frac{1}{4}$  corner of Section 34 Webster Township and W  $\frac{1}{4}$  of Section 3, Scio Township, Washtenaw County, Michigan.
3. **Area of the easement you are permitted to encroach upon:** As shown on Tetra Tech MPS Drawing No. 133003-L-2 and McNamee, Porter & Seeley, Inc. Drawing No. 1330.001-L-1, Sheet 15, dated 6/18/2004.
4. **Purpose of encroachment:** To construct a road, utilities, culvert, sidewalks, a detention pond with outlet pipe and a septic field as shown on attached drawings.
5. **ITC's Rights** This permit is subject to ITC's rights to construct, reconstruct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("ITC's facilities") in the easement. Additionally, this permit is subject to the rights of all other public utilities.
6. **Sole Risk**—You must use the land at your sole risk. If your use of the land is impaired, ITC will not be liable you for any damage.

**7. Indemnity**

- a. You will indemnify ITC (International Transmission Company, its officers, agents and employees) for any claims for injuries or damages to persons or property or both arising directly or indirectly out of the use of this permit by you (the person, company or organization, its contractors, lessees and licensees). This includes, but is not limited to, claims arising out of your negligence, your and ITC's joint negligence, or any other person's negligence.
- b. You will also indemnify ITC (International Transmission Company, its officers, agents, and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by ITC customers, based upon energy supply agreements, which i) arise directly or indirectly out of the use of this agreement by you (the company, its contractors, lessees and licensees), and ii) are due to momentary or sustained electrical interruptions or voltage fluctuations, including sag, arising out of your negligence, your and ITC's joint negligence, or any other person's negligence; however this indemnification will not apply to any claims arising out of ITC's sole negligence.
- c. If any claim covered by your indemnity is brought against ITC, you will defend the claim at your expense. You will also pay any costs, charges, expenses, attorney fees or judgments that ITC incurs or is subject to in the claim.

8. **ITC Damages** You must pay ITC for all damages, losses or injuries to ITC's facilities caused by you, your agents, employees, or independent contractors while constructing, operating or maintaining your facility.

9. **Clearances** During construction, operation and maintenance under this permit you and your contractors must maintain a 20 foot clearance from ITC facilities, including towers and overhead conductors.

10. **Title** You warrant to ITC that you are the fee owner of the land associated with this permit as of the date of your acceptance of the permit.

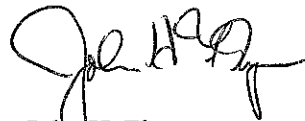
11. **Termination** This permit will terminate if you violate this agreement, or if you violate any applicable laws and regulations, or if you abandon your use for more than 6 months, or if you sell the land associated with this permit.

**12. Additional Terms**

- a. All OSHA and National Electric Safety Code safety rules must be adhered to.
- b. Grade within easement area must not be altered.
- c. ITC will not be held liable for any damage to detention pond, road, or septic field when maintenance is performed within easement area.
- d. Maintenance in and around the detention pond is the responsibility of the property owner. If maintenance has to be done by ITC the property owner will be billed.
- e. ITC will be held harmless against any safety violation and accidents caused by the detention pond.
- f. People and/or property may be exposed to electric shocks and sensations. ITC shall not be responsible for any loss or damages related to the shocks, sensations, or falling ice including but not limited to, any secondary injuries, except to the extent caused by the negligence of ITC.
- g. No streetlights, berms, planting of trees, or any other structures are allowed within the easement area.

If you are willing to accept this permit on the above conditions, please sign and date below the word "Accepted" and return the original and one copy to Elaine Clifford, 39500 Orchard Hill Place, Suite 200, Novi, MI 48375, for signature by ITC. We will then return the completely signed original to you.

Sincerely,



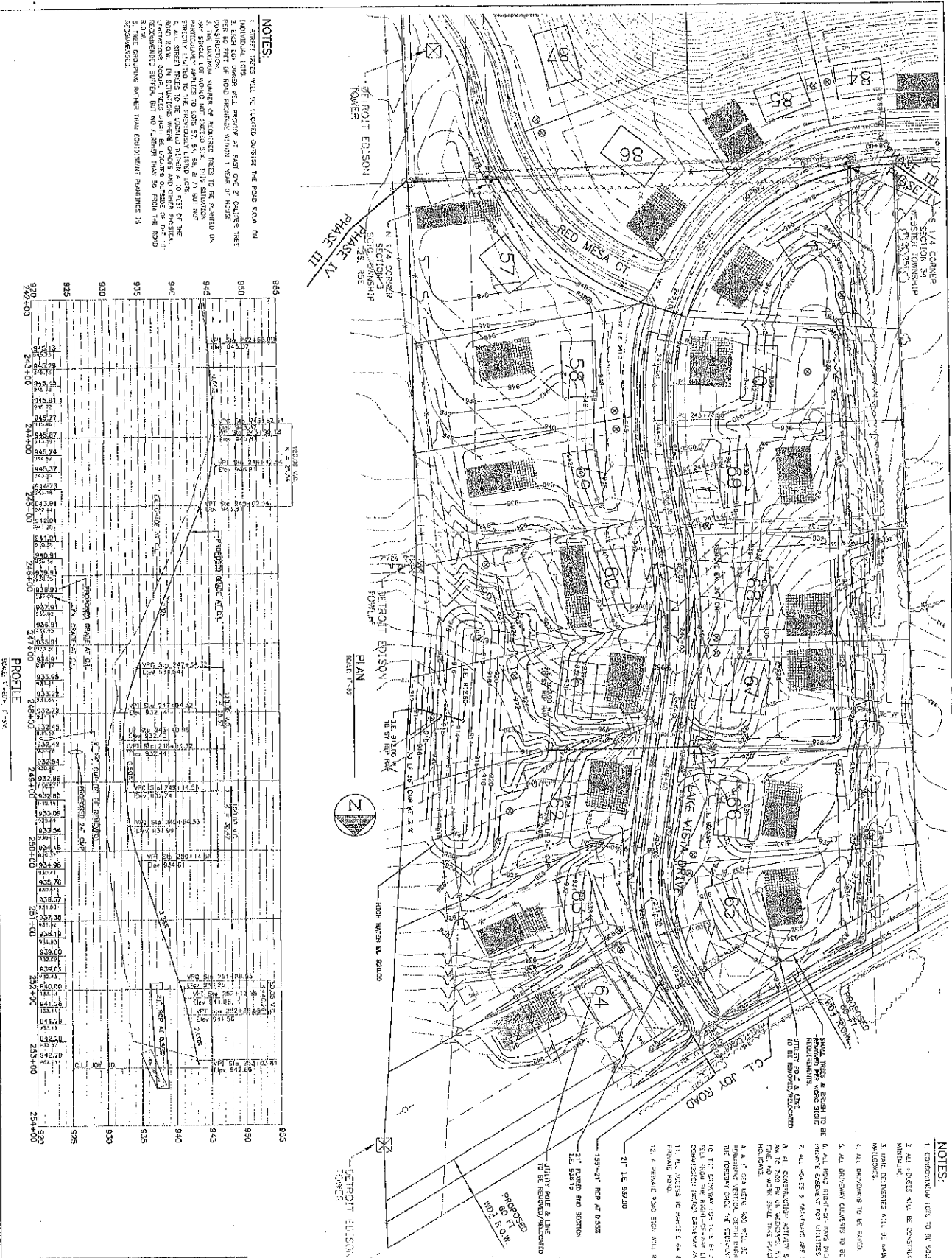
John H. Flynn  
Vice President-General Counsel

ACCEPTED:

BY: 

ITS: Com Dev Group Mgr

DATE: 7/26/04



- NOTES:**
1. STREET RATES WILL BE LOCATED OUTSIDE THE ROAD ROW ON INDIVIDUAL LOTS.
  2. EACH LOT OWNER WILL PROVIDE AT LEAST ONE 2' CURB/SEEK FREE FOR 10 FEET OF ROAD FRONTAGE WITHIN 1 YEAR OF WORK.
  3. THE VARIATION AMOUNT OF EXISTING TREES TO BE MAINTAINED ON ANY STREET TO BE GRADDED SHALL BE 10% OF THE TOTAL STRUCTURE LAND TO THE RESPECTIVE STREET.
  4. ALL STREET TREES TO BE LOCATED WITHIN 10' OF THE INTERSECTION OF THE STREET WITH AN ADJACENT STREET. UNLESS OTHERWISE NOTED, TREES SHALL BE LOCATED OUTSIDE OF THE ROAD ROW.
  5. THE GRADING BENCH MARK ELEVATION SHALL BE 225+00.

**NOTES:**

1. CONSTRUCTION SHALL BE IN ACCORD TO SELECTED STANDARD SPECIFICATIONS.
2. ALL WORK SHALL BE CONDUCTED WITHIN APPROVED DESIGN LIMITS.
3. THE VARIATION AMOUNT OF EXISTING TREES TO BE MAINTAINED ON ANY STREET TO BE GRADDED SHALL BE 10% OF THE TOTAL STRUCTURE LAND TO THE RESPECTIVE STREET.
4. ALL STREET TREES TO BE LOCATED WITHIN 10' OF THE INTERSECTION OF THE STREET WITH AN ADJACENT STREET. UNLESS OTHERWISE NOTED, TREES SHALL BE LOCATED OUTSIDE OF THE ROAD ROW.
5. THE GRADING BENCH MARK ELEVATION SHALL BE 225+00.
6. ALL DRIVEWAY CATEGORIES TO BE "C" OR "D".
7. ALL DRIVEWAY CATEGORIES TO BE "C" OR "D".
8. ALL DRIVEWAY CATEGORIES TO BE "C" OR "D".
9. ALL DRIVEWAY CATEGORIES TO BE "C" OR "D".
10. ALL DRIVEWAY CATEGORIES TO BE "C" OR "D".
11. ALL DRIVEWAY CATEGORIES TO BE "C" OR "D".
12. ALL DRIVEWAY CATEGORIES TO BE "C" OR "D".

**PROFILE**

STATION	ELEVATION	VERTICAL CURVE DATA
925+00	225+00	
925+10	225+10	
925+20	225+20	
925+30	225+30	
925+40	225+40	
925+50	225+50	
925+60	225+60	
925+70	225+70	
925+80	225+80	
925+90	225+90	
926+00	226+00	
926+10	226+10	
926+20	226+20	
926+30	226+30	
926+40	226+40	
926+50	226+50	
926+60	226+60	
926+70	226+70	
926+80	226+80	
926+90	226+90	
927+00	227+00	
927+10	227+10	
927+20	227+20	
927+30	227+30	
927+40	227+40	
927+50	227+50	
927+60	227+60	
927+70	227+70	
927+80	227+80	
927+90	227+90	
928+00	228+00	
928+10	228+10	
928+20	228+20	
928+30	228+30	
928+40	228+40	
928+50	228+50	
928+60	228+60	
928+70	228+70	
928+80	228+80	
928+90	228+90	
929+00	229+00	
929+10	229+10	
929+20	229+20	
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929+80	229+80	
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933+20	233+20	
933+30	233+30	
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933+90	233+90	
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934+10	234+10	
934+20	234+20	
934+30	234+30	
934+40	234+40	
934+50	234+50	
934+60	234+60	
934+70	234+70	
934+80	234+80	
934+90	234+90	
935+00	235+00	

**TERRA TECH INC.**

138003-1-2

**ROAD / GRADING PLAN & PROFILE**

DATE: 11/28/24

SCALE: 1" = 40'

