

CORPORATE REAL ESTATE SERVICES

Date: March 27, 2002
To: Phillip Martin, Records Center
From: Barbara A. Mention, EXT.57846 *BA*
Subject: License(Permit)

Attached are papers related to a License(Permit) dated August 24, 1998 between Toro Energy, Inc. and Detroit Edison Company.

The permit was granted for the construction of a pipeline in the E ½, NW ¼ and SE ¼ of Section 34, Orion Township, Oakland County, Michigan.

Please incorporate these papers into Right of Way File No. ~~37347.~~

R34347.

Detroit Edison



Mr. Taylor Clark
Toro Energy, Inc.
510 Hearn Street, Suite 100
Austin, Texas 78703

RE: License (Permit) to encroach on a license that has been granted to Edison

Dear Mr. Clark:

In reply to your request, the Detroit Edison Company, a Michigan corporation, ("Edison") voluntarily grants you this license (permit) to encroach on a license that has been granted to Edison. 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 Edison.

2. **Description of easements:** Located in the E ½, NW ¼, and SE ¼ of Section 34, Orion Township, Oakland Co., Michigan.

3. **Portion of the easement you are permitted to encroach upon:** As consistent with license dated September 21, 1981.

4. **Purpose of encroachment:** Construct a pipeline within the license.

5. **Edison's Rights:** This permit is subject to Edison's rights to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("Edison's facilities") in the license. 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, Edison will not be liable to you for any damage.

7. Indemnity

- a. You will indemnify DTE Energy, Detroit Edison and its affiliated entities (their officers, directors, agents, subsidiaries and employees) for any and all 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 Edison's joint negligence, or any other person's negligence.
- b. If any claims covered by your indemnity is brought against these entities, you will defend the claim at your expense. You will also pay any costs, charges, expenses, attorney fees or judgments that are incurred or are subject to the claims.
- c. You will also indemnify these entities (their officers, directors, agents, subsidiaries and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by Edison customers, based upon energy supply agreements, where those claims arise directly or indirectly out of the use

of this agreement by you (the company, its contractors, lessees and licensees), This includes, but is not limited to, claims which arise from momentary or sustained electrical interruptions or voltage fluctuations, including sag, arising out of your negligence, your and Edison's joint negligence, or any other person's negligence. This indemnification will not apply to any claims arising out of Edison's sole negligence.

8. Edison Damages: You must pay Edison for all damages, losses or injuries to Edison's facilities caused by you, or your agents, employees, servants or independent contractors while completing or maintaining your project.

9. Clearances: You and your contractors must maintain a 20 foot clearance from Edison facilities.

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

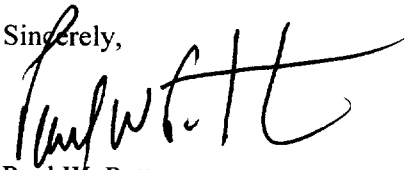
11. Termination: This permit will terminate if you violate this agreement, or if you violate any applicable laws and regulations, or if you abandon your use for more than 6 months, or if you sell the land associated with this permit. If you sell the land associated with this permit, the new owner must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

12. Additional Terms

- a. All OSHA, MOSHA and National Electric Safety Code (NESC) safety rules must be adhered to.
- b. Maintain a clearance of 20 feet to the wires with all equipment used for construction of gas pipeline.
- c. Maintain a 10 feet clearance to all pole structures.
- d. Trench must be backfilled to original grade to maintain integrity of poles.

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 Supervisor of Corporate Real Estate Services, Room 2310 WCB, 2000 Second Avenue, Detroit, Michigan 48226, for signature by Edison. We will then return the completely signed original to you.

Sincerely,

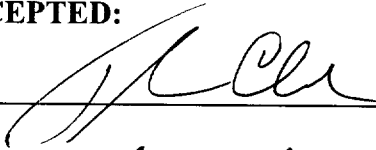


Paul W. Potter

Director, Corporate Real Estate Services

ACCEPTED:

BY: _____



DATE: _____

8-24-58

LICENSE AGREEMENT

AGREEMENT, made this 29th day of April, A. D. 1981,
between GENERAL MOTORS DEVELOPMENT CORPORATION, a Delaware
Corporation, having its principal place of business at 767 Fifth
Avenue, New York, New York 10153, hereinafter referred to as
Licensor, and THE DETROIT EDISON COMPANY, a corporation organized
and existing concurrently under the laws of the States of Michigan
and New York, having its principal office at 2000 Second Avenue,
Detroit, Michigan 48226, hereinafter referred to as Licensee,

W I T N E S S E T H:

In consideration of ONE DOLLAR (\$1.00) in hand paid by
the Licensee to the Licensor, the receipt whereof is hereby
acknowledged, the Licensor hereby grants permission to the
Licensee to construct, operate, maintain and repair wood pole
electrical transmission and distribution lines, together with guy
wires and anchors, over and along that portion of Licensor's land
in the Township of Orion, County of Oakland, and State of Michigan,
more particularly described as follows:

POLE LINE 1

Part of the East 1/2 of Section 34,
Town 4 North, Range 10 East, Orion
Township, Oakland County, Michigan,
described as: Commencing at the
Northeast corner of Section 34;
Thence South 00 degrees 05 minutes
22 seconds West 80.00 feet; Thence
along the South right-of-way line
of Silver Bell Road, South 89 degrees

R34347

58 minutes 06 seconds West 559.01 feet to the point of beginning; Thence South 02 degrees 12 minutes 57 seconds East 1920.19 feet; Thence South 00 degrees 36 minutes 46 seconds West 570.07 feet; Thence South 00 degrees 24 minutes 39 seconds East 344.32 feet; Thence North 89 degrees 53 minutes 59 seconds West 227.57 feet; Thence North 00 degrees 06 minutes 01 second East 12.00 feet; Thence South 89 degrees 53 minutes 59 seconds East 215.46 feet; Thence North 00 degrees 24 minutes 39 seconds West 332.32 feet; Thence North 00 degrees 36 minutes 46 seconds East 569.88 feet; Thence North 02 degrees 12 minutes 57 seconds West 1920.35 feet; Thence along the South right-of-way line of Silver Bell Road, North 89 degrees 58 minutes 06 seconds East 12.01 feet to the point of beginning.

POLE LINE 2

Part of the Southeast 1/4 of Section 34, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, described as: Commencing at the Southeast corner of Section 34; Thence North 00 degrees 06 minutes 42 seconds East 80.00 feet; Thence along the North right-of-way of Brown Road, South 89 degrees 37 minutes 48 seconds West 497.50 feet to the point of beginning; Thence continuing along the North right-of-way of Brown Road, South 89 degrees 37 minutes 48 seconds West 12.00 feet; Thence North 00 degrees 38 minutes 54 seconds East 1836.75 feet; Thence North 00 degrees 24 minutes 39 seconds West 315.76 feet; Thence North 89 degrees 53 minutes 59 seconds West 216.28 feet; Thence North 00 degrees 06 minutes 01 second East 12.00 feet; Thence South 89 degrees 53 minutes 59 seconds East 228.18 feet; Thence South 00 degrees 24 minutes 39 seconds East 327.77 feet; Thence South 00 degrees 38 minutes 54 seconds West 1836.65 feet to the point of beginning.

POLE LINE 3

Part of the Northwest 1/4 of Section 34, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, described as: Commencing at the North 1/4 corner of said Section 34, thence along the North section line North 89 degrees 53 minutes 37 seconds West 1341.12 feet, Thence South 00 degrees 24 minutes 56 seconds East 60.00 feet; Thence along the South right-of-way line of Silver Bell Road, South 89 degrees 53 minutes 37 seconds East 109.21 feet and along a circular curve to the right (having a central angle of 6 degrees 50 minutes 44 seconds, a radius of 438.22 feet and a chord bearing South 86 degrees 28 minutes 15 seconds East 52.33 feet) to the point of beginning; Thence continuing along said right-of-way line 14.88 feet along a circular curve to the right (having a central angle of 1 degree 56 minutes 43 seconds, a radius of 438.22 feet and a chord bearing South 82 degrees 04 minutes 31 seconds East 14.88 feet); Thence South 28 degrees 18 minutes 41 seconds East 27.12 feet; Thence South 89 degrees 53 minutes 37 seconds East 76.89 feet; Thence along the Southerly right-of-way line of Silver Bell Road, 30.75 feet on a circular curve to the right (having a central angle of 4 degrees 01 minute 15 seconds, a radius of 438.22 feet and a chord bearing South 66 degrees 55 minutes 20 seconds East 30.75 feet); Thence North 89 degrees 53 minutes 37 seconds West 112.35 feet; Thence North 28 degrees 18 minutes 41 seconds West 43.07 feet to the point of beginning.

The route of said electrical transmission and distribution lines is shown on survey dated August 19, 1981, prepared by Spalding, DeDecker and Associates, Inc., Registered Land Surveyors, a copy of which is attached hereto and made a part hereof.

It is agreed between the parties hereto as follows:

(1) This License shall commence June 1, 1981, to May 31, 1982, and continue thereafter until cancelled by either party upon ninety (90) days prior written notice to the other.

(2) The License hereby granted includes the right to transmit electric energy over said wood pole electrical transmission and distribution lines for light, heat, power, signal and communication purposes and all other purposes for which electricity may be used, the right to enter upon said land for the purposes of erecting said lines consisting of poles, towers, transformers, crossarms, wires, cables, anchors, guys, fixtures and appurtenances thereto belonging, and the right to patrol, operate, maintain, repair, improve, enlarge, and replace or remove the same, and the right to trim, remove, destroy or otherwise control any trees or brush which may, in the opinion of the Licensee, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said wood pole electrical transmission and distribution lines. This License is granted and said installations are being made for the purpose of providing electric service to Licensor and for no other purpose and is subject to easements and restrictions of record and those matters which an accurate survey would disclose.

(3) The Licensee shall install, maintain, use and remove said power lines in accordance with the rules and regulations of such State, Federal or other regulatory body or commission having jurisdiction thereof and in accordance with commonly

accepted practices of safety usually prevailing in the installation and maintenance of electric power lines.

(4) The Licensor shall not be responsible for any defect or change of condition in Licensor's premises. The Licensee shall indemnify and save harmless the Licensor from any and all loss or damage to property or injury or death of any and all persons or from any suits, claims, liability, or demands in connection therewith, resulting directly or indirectly by reason of the installation, operation, maintenance, renewal, use, existence or removal of said power lines; except where such suits, claims, liabilities or demands are caused by the sole negligence of Licensor, its agents, employes or contractors.

(5) The Licensee shall repair and replace all fences, gates, utility lines, driveways, drains or ditches, parking areas and landscaping damaged or destroyed in construction, installation or maintenance of said wood pole electrical transmission and distribution lines at its sole cost and expense.

(6) The Licensor reserves the right to use the surface under such wood pole electrical transmission and distribution lines provided that such use does not interfere with or obstruct the rights herein granted.

(7) The Licensor agrees that no building, obstruction or improvement of any kind shall be placed on the license area without the prior written approval of the Licensee.

(8) The Licensee agrees that in the event said electric lines are not needed to serve Licensor, then within ninety (90)

days after receipt from the Licensor of a written notice to do so. Licensee shall remove or abandon its electrical facilities without cost to the Licensor and shall restore the premises to the Licensor to substantially the condition which existed prior to such installation. If Licensee fails to remove its facilities within said ninety (90) day period, Licensor may cause them to be removed and Licensee shall pay Licensor for the cost of such removal.

(9) The Licensor reserves the right to require the Licensee to relocate the facilities upon ninety (90) days prior written notice during the term of this License, but in such event Licensor shall provide Licensee with another location for the installation and maintenance of said facilities and Licensor will reimburse Licensee for its entire cost and expense in making such relocation and shall furnish the Licensee with a good and sufficient License for said wood pole electrical transmission and distribution lines in such new location.

(10) All notices to be given hereunder by either party shall be in writing and sent by telegram or registered mail. Such notice shall be deemed given as of the date when deposited in any post office or, in the case of a telegram, when given to an employe of the telegraph company for transmission, and if intended for the Licensor shall be addressed as follows: The President, the Executive Vice Presidents, the Vice President in Charge of Real Estate, and the Director of Real Estate and Property Management, General Motors Corporation, 485 West Milwaukee Avenue,

Detroit, Michigan 48202; and if intended for the Licensee shall be addressed as follows: The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226.

(11) The Licensor reserves the right to the full use and enjoyment of the aforesaid premises, including but not limited to the maintenance of the underground improvements, provided such use shall not unreasonably interfere with the within License.

IN WITNESS WHEREOF, the Licensor has signed and sealed this instrument this 14th day of October, A. D. 1981, and the Licensee has signed and sealed this instrument this 21st day of September, A. D. 1981.

In the presence of:

[Signature]

[Signature]

GENERAL MOTORS DEVELOPMENT CORPORATION
BY [Signature]
ATTEST [Signature]

In the presence of:

[Signature]
RICHARD A. GLOSER

[Signature]
Onaida L. King

THE DETROIT EDISON COMPANY
BY [Signature]
W. C. ARNOLD
MANAGER-GENERATU SERVICES
ATTEST _____

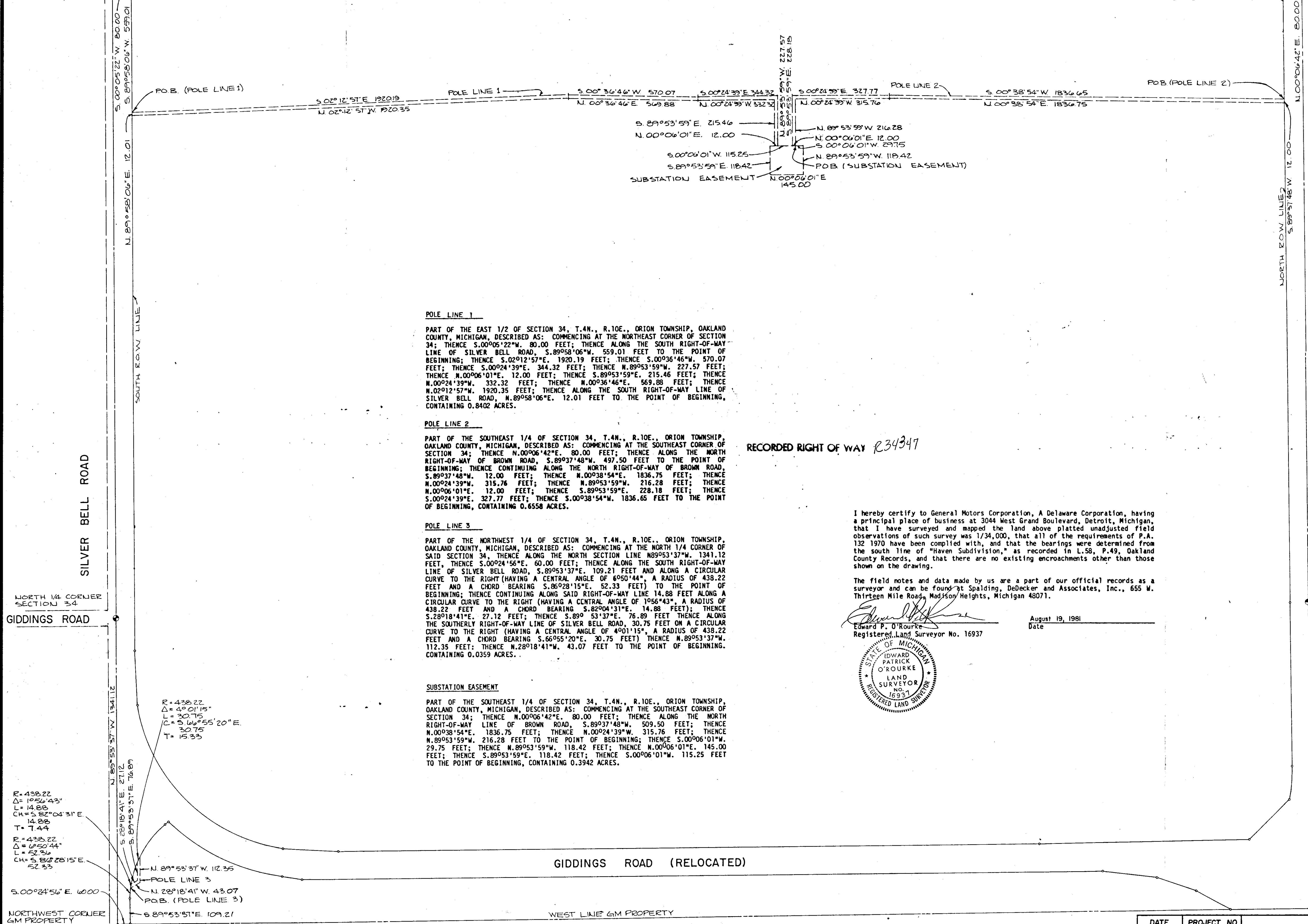
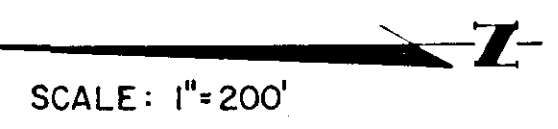
NORTHEAST CORNER SECTION 34

EAST LINE GM PROPERTY

EAST CORNER OF GM PROPERTY & EAST 1/4 CORNER SECTION 34

S 89°31'48" W 497.50'

SOUTHEAST CORNER SECTION 34



POLE LINE 1

PART OF THE EAST 1/2 OF SECTION 34, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 34; THENCE S.00°06'22"W. 80.00 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SILVER BELL ROAD, S.89°58'06"W. 559.01 FEET TO THE POINT OF BEGINNING; THENCE S.02°12'57"E. 1920.19 FEET; THENCE S.00°36'46"W. 570.07 FEET; THENCE S.00°24'39"E. 344.32 FEET; THENCE N.00°06'01"E. 12.00 FEET; THENCE N.00°24'39"W. 332.32 FEET; THENCE S.89°53'59"E. 215.46 FEET; THENCE N.02°12'57"W. 1920.35 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SILVER BELL ROAD, N.89°58'06"E. 12.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.8402 ACRES.

POLE LINE 2

PART OF THE SOUTHEAST 1/4 OF SECTION 34, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34; THENCE N.00°06'42"E. 80.00 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY OF BROWN ROAD, S.89°37'48"W. 497.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY OF BROWN ROAD, S.89°37'48"W. 12.00 FEET; THENCE N.00°38'54"E. 1836.75 FEET; THENCE N.00°24'39"W. 315.76 FEET; THENCE N.89°53'59"W. 216.28 FEET; THENCE N.00°06'01"E. 12.00 FEET; THENCE S.89°53'59"E. 118.42 FEET; THENCE S.00°24'39"E. 327.77 FEET; THENCE S.00°38'54"W. 1836.65 FEET TO THE POINT OF BEGINNING, CONTAINING 0.6558 ACRES.

RECORDED RIGHT OF WAY R234347

POLE LINE 3

PART OF THE NORTHWEST 1/4 OF SECTION 34, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 34, THENCE ALONG THE NORTH SECTION LINE N89°53'37"W. 1341.12 FEET, THENCE S.00°24'56"E. 60.00 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SILVER BELL ROAD, S.89°53'37"E. 109.21 FEET AND ALONG A CIRCULAR CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 6°50'44", A RADIUS OF 438.22 FEET AND A CHORD BEARING S.86°28'15"E. 52.33 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE 14.88 FEET ALONG A CIRCULAR CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 1°56'43", A RADIUS OF 438.22 FEET AND A CHORD BEARING S.82°04'31"E. 14.88 FEET); THENCE S.28°18'41"E. 27.12 FEET; THENCE S.89°53'37"E. 76.89 FEET THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SILVER BELL ROAD, 30.75 FEET ON A CIRCULAR CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 4°01'15", A RADIUS OF 438.22 FEET AND A CHORD BEARING S.66°55'20"E. 30.75 FEET) THENCE N.89°53'37"W. 112.35 FEET; THENCE N.28°18'41"W. 43.07 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0359 ACRES.

SUBSTATION EASEMENT

PART OF THE SOUTHEAST 1/4 OF SECTION 34, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34; THENCE N.00°06'42"E. 80.00 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF BROWN ROAD, S.89°37'48"W. 509.50 FEET; THENCE N.00°38'54"E. 1836.75 FEET; THENCE N.00°24'39"W. 315.76 FEET; THENCE N.89°53'59"W. 216.28 FEET TO THE POINT OF BEGINNING; THENCE S.00°06'01"W. 29.75 FEET; THENCE N.89°53'59"W. 118.42 FEET; THENCE N.00°06'01"E. 145.00 FEET; THENCE S.89°53'59"E. 118.42 FEET; THENCE S.00°06'01"W. 115.25 FEET TO THE POINT OF BEGINNING, CONTAINING 0.3942 ACRES.

I hereby certify to General Motors Corporation, A Delaware Corporation, having a principal place of business at 3044 West Grand Boulevard, Detroit, Michigan, that I have surveyed and mapped the land above platted unadjusted field observations of such survey was 1/34,000, that all of the requirements of P.A. 132 1970 have been complied with, and that the bearings were determined from the south line of "Haven Subdivision," as recorded in L.58, P.49, Oakland County Records, and that there are no existing encroachments other than those shown on the drawing.

The field notes and data made by us are a part of our official records as a surveyor and can be found at Spalding, DeDecker and Associates, Inc., 655 W. Thirteen Mile Road, Madison Heights, Michigan 48071.

Edward P. O'Rourke
Registered Land Surveyor No. 16937

August 19, 1981
Date



NORTH 1/4 CORNER SECTION 34

GIDDINGS ROAD

SOUTH 1/4 CORNER SECTION 34

SOUTH 1/4 CORNER SECTION 34

GIDDINGS ROAD

SOUTHWEST CORNER GM PROPERTY

R=438.22
Δ=1°56'43"
L=14.88
CH=S 82°04'31"E
14.88
T=7.44
R=438.22
Δ=6°50'44"
L=52.33
CH=S 86°28'15"E
52.33
S.28°18'41"E. 27.12
S.89°53'37"E. 76.89
N.89°53'37"W. 112.35
POLE LINE 3
N.28°18'41"W. 43.07
POB. (POLE LINE 3)
S.89°53'59"E. 109.21
NORTHWEST CORNER GM PROPERTY

GIDDINGS ROAD (RELOCATED)

WEST LINE GM PROPERTY

DATE	PROJECT NO.	PROJECT NAME	SHEET NO.	TOTAL SHEETS
4-7-81		G.M. ORION DETROIT EDISON EASEMENTS	1	1

JOB N° 80LN-11D

R 34/347

RECORDED RIGHT OF WAY NO
34/347