

EASEMENT AGREEMENT

AGREEMENT, made this 16<sup>th</sup> day of SEPTEMBER, 1985, by and between the STATE OF MICHIGAN, by its DEPARTMENT OF MANAGEMENT AND BUDGET, whose address is Stevens T. Mason Building, Lansing, Michigan 48913, and the DETROIT EDISON COMPANY, a Michigan corporation, whose address is 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as Grantee:

WITNESSETH:

FOR AND IN CONSIDERATION OF ONE AND NO/100THS (\$1.00) DOLLAR, receipt whereof is hereby acknowledged, the mutual covenants contained herein, and other good and valuable consideration, the STATE OF MICHIGAN, DEPARTMENT OF MANAGEMENT AND BUDGET, acting by authority of 1984 PA 431 and resolution of the STATE ADMINISTRATIVE BOARD dated May 7, 1985, does hereby grant and convey unto Grantee an easement for the following purpose(s):

"constructing, operating, and maintaining underground lines for the transmission and distribution of electricity and for communication facilities, including supporting fixtures and other appurtenances"

over, under, upon and across the following described State-owned land, which is within the jurisdiction and control of the Michigan Department of Mental Health:

Land situate and being in the Township of York, County of Washtenaw, State of Michigan, as follows, to wit:

"A 12 foot wide underground easement, the centerline being described as commencing at a point 550 feet North of the centerline of Willis Road (also being South property line)

RECORDED RIGHT OF WAY NO. 36077

APPROVED AS TO FORM [Signature] DATE [Signature]  
LEGAL DEPARTMENT

and 33 feet West of section line (also being East property line) for p.o.b. thence proceeding Westerly 14 feet to point, thence Southerly parallel with Platt Road 168 feet to the point of termination of said centerline of easement. All being part of the following described land. The SE 1/4 of Section 3, T4S, R6E, York Township, Washtenaw County. Sidelines of easement should be extended to intersect, so there are no gaps in the easement.

and

"A 12 foot wide underground easement, the centerline being described as commencing at a point 550 feet North of the centerline of Willis Road (also being South property line) and 33 feet Easterly of section line (also being West property line) for p.o.b. thence proceeding 23 feet Easterly parallel with Platt Road to point of termination of said centerline of easement. The SW 1/4 of Section 2, T4S, R6E, York Township, Washtenaw County."

This easement is granted subject to the following terms and conditions, which Grantee hereby agrees to accept and comply with:

1. Grantee agrees to notify the Bureau of Facilities, the authorized representative of the Department of Management and Budget, and the Ypsilanti Regional Psychiatric Hospital, Department of Mental Health, prior to commencing operations, alterations, modifications, maintenance, or entry upon the described property, and to provide copies of engineering or architectural drawings prior to, and after completion of, such operations, alterations or modifications to or upon the said easement.

2. Grantee agrees that any relocation of the line of easement set forth in this instrument will be made only upon the prior written approval of the Department of Management and Budget before such relocation is undertaken. Grantee further agrees that any relocation of said easement shall be completed at Grantee's sole expense.

RECORDED RIGHT OF WAY NO. 36017

3. Grantee accepts this easement subject to all prior easements, permits, licenses, leases and other rights existing or pending at the time of the issuance of this easement that may have been granted upon said lands.

4. In the event that State necessity requires the placement of buildings or other structures upon said easement, or in such proximity to such easement as to interfere with such easement, Grantee agrees that the State shall, in its sole discretion, have the right to relocate the line of easement at Grantee's sole expense. Subject to the terms and conditions of this agreement, Grantee shall have the right and authority to enter upon said easement at all reasonable times for the purpose of constructing, repairing, removing, replacing, or maintaining said easement, as is reasonably necessary for the purposes set forth herein, and to trim, remove or control any trees or foliage when necessary to the maintenance of said easement.

5. Grantee shall maintain said easement and its appurtenances in good repair, take reasonable precautions to prevent any damage to State property arising from Grantee's use of or access to said easement, and to repair, replace, or pay the State for any damages to State property, wherever situate, arising from the acts or omissions of Grantee in such use or access.

6. Modifications or alterations to the appurtenances in or upon said easement, required by any existing or future laws, ordinances, or regulations of local, State or Federal government, are to be made by Grantee at its expense and at no expense to the State.

7. In the event that the easement herein conveyed is abandoned or discontinued from use or service for a continuous

RECORDED RIGHT OF WAY NO. 36071

period of two (2) years by Grantee, then and in that event this easement shall terminate; and Grantee agrees upon such abandonment, and upon the request of the State, its successors or assigns, to release and quit-claim all rights secured hereby to the State, its successors or assigns. In the event of such abandonment of the rights herein conveyed Grantee agrees, except as herein otherwise provided, to remove its property, appurtenances, etc., from the easement at its expense in a good and workmanlike manner satisfactory to the State's authorized representative(s).

8. It is expressly understood and agreed that Grantee shall not assign this easement or any portion thereof without the prior written consent of the State, its successors or assigns. No application for approval to assign will be considered unless the proposed assignee is authorized to operate as a public utility. The terms and conditions of this agreement shall be binding upon the successors and authorized assigns of the respective parties.

9. The Grantee shall hold harmless the State of Michigan and its successors or assigns from all damages or losses to persons or property on or at the described easement, and Grantee shall further hold the State harmless for all damages or losses to persons or property arising from the acts or omissions of Grantee in its operations on the described easement herein conveyed.

IN WITNESS WHEREOF, the respective parties have hereunto caused this instrument to be executed on the date first above written.

Signed in the presence of:

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT & BUDGET

Barbara Hadden \*  
BARBARA HADDEN

By Robert H. Naftaly

Robin R. Lott \*  
ROBIN R. LOTT

Its Director

RECORDED RIGHT OF WAY NO. 36077

DETROIT EDISON COMPANY  
A Michigan corporation (GRANTEE)

*Thomas H. Beagan* \*  
THOMAS H. BEAGAN  
*Curtis G. Noles* \*  
Curtis G. Noles

By *[Signature]* \*  
ROBERT R. TEWKSBURY, DIRECTOR  
Real Estate and Rights of Way Dept.

STATE OF MICHIGAN )  
) ss  
COUNTY OF INGHAM )

On this 23rd day of September, 1985, before me, a notary public in and for said County of Ingham, personally appeared Robert H. Naftaly, Director of the Department of Management and Budget for the State of Michigan, to me known to be the person who executed the foregoing instrument, and who acknowledged the same to be the free act and deed of the State of Michigan by authority hereinabove set forth.

*Betty L. Cushman* \*  
Eaton Ingham County, Michigan  
My Commission Expires: 12/8/85

BETTY L. CUSHMAN  
Notary Public, Eaton County, MI  
My Commission Expires Dec. 8, 1985  
ACTING IN INGHAM

STATE OF MICHIGAN )  
) ss  
COUNTY OF WAYNE )

RECORDED RIGHT OF WAY NO. 36077

On this 16th day of SEPTEMBER, 1985, before me, a notary public in and for said County, personally appeared Robert R. Tewksbury, the DIRECTOR OF RIGHTS OF WAY of Detroit Edison Company, the corporation named in the foregoing instrument, and acknowledged that said instrument was executed on behalf, and by full authority, of said corporation.

THOMAS H. BEAGAN  
Notary Public, Wayne County, MI  
My Commission Expires Feb. 6, 1989

*Thomas H. Beagan* \*  
Notary Public  
County, Michigan  
My Commission Expires: \_\_\_\_\_

\*Names should be legibly typed, stamped, or printed beneath signatures, without discrepancy.

Approved as to Descriptions:

*Peter D. Beaver*

Peter D. Beaver  
Department of Management and  
Budget

Drafted and approved as to  
legal form by:

*Gary L. Hicks*

Gary L. Hicks  
Assistant Attorney General  
Plaza One Building  
401 S. Washington Avenue  
Lansing, Michigan 48913

RECORDED RIGHT OF WAY NO.

36077

RECORDED  
WASHTENAW COUNTY, MI

NOV 15 9 00 AM '85

ROBERT M. HARRISON  
COUNTY CLERK/REGISTER

*[Faint, illegible text and markings]*

RECORDED  
RECORDED  
WASHTENAW COUNTY, MI  
Nov 15 9 00 AM '85  
Nov 15 9 00 AM '85  
ROBERT M. HARRISON  
COUNTY CLERK/REGISTER  
COUNTY CLERK/REGISTER

RECORDED  
 WASHTENAW COUNTY, MI.  
 Nov 15 9 00 AM '85  
 ROBERT W. HARRISON  
 COUNTY CLERK/REGISTER

1588168 AC 01500 NUD

15 00

127  
 Def. CD. Cr.

RECORDED  
 HARRISON COUNTY CLERK/REGISTER  
 PROPERTY DEPARTMENT  
 NOV 15 9 00 AM '85

| APPROVED           | DATE    |
|--------------------|---------|
| BLDG & PROP. DEPT. |         |
| DIV. ORG.          |         |
| INS. DEPT.         |         |
| LEGAL DEPT.        |         |
| RE & INW DEPT.     | 8/28/85 |
| SYSTEM ENG. DEPT.  |         |
| TAX DEPT.          |         |

*[Handwritten signature]* 8/28/85  
 2146 8/28/85

**DTE Energy**



**CORPORATE REAL ESTATE ADMINISTRATION**

**Project No. RWS0603482  
Right of Way No. 36077**

Date: April 11, 2006  
To: Records Center  
From: Diane Francisco  
Real Estate Associate  
Subject: Release of Right of Way, Easement in the SW 1/4 of Sec 2, York  
Township, Washtenaw County, MI

RECORDED R/W FILE NO. 36077

Attached are papers related to the above-mentioned release of right of way.

The right of way was recorded in Liber 2017, Pages 915 through 920, Washtenaw County, MI.

There was a \$350.00 document preparation fee which was sent to Remittance processing on March 6, 2006.

Please incorporate these papers into Right of Way File No. 36077.

CC: A. Hietsch  
C. Hearn



**RELEASE OF RIGHT OF WAY**

On April 5, 2006, for one dollar and other valuable consideration, Edison releases all the rights that Edison has in a certain Right of Way.

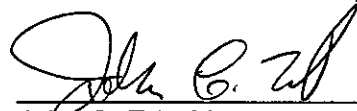
**"Edison" is:**

The Detroit Edison Company, a Michigan corporation,  
2000 Second Avenue, Detroit, Michigan 48226

**The "Right of Way":**

- a) Was granted to Edison by State of Michigan, Department of Management and Budget on September 16, 1985.
- b) Is recorded in Liber 2017 Pages 915 through 920 of Washtenaw County Records.
- c) Concerns land in the SW 1/4 of Section 2 in York Township, Washtenaw County, Michigan.

**The Detroit Edison Company**



John C. Erb, Manager  
Real Estate Administration

RECORDED R/W FILE NO. 36077

Acknowledged before me in Wayne County, Michigan, on April 5, 2006, by John C. Erb, Manager, Real Estate Administration, of The Detroit Edison Company, a Michigan corporation, for the corporation.

Notary's DIANE LYNN FRANCISCO Notary's  
 Stamp: NOTARY PUBLIC MACOMB CO., MI Signature: Diane Lynn Francisco  
MY COMMISSION EXPIRES Feb 17, 2008  
(Notary's name, county and date commission expires)

Prepared by: George Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, MI 48226

**DTE Energy**



April 3, 2006

Mr. Richard Elliott  
Mannik & Smith Group, Inc.  
2365 Haggarty Road South  
Canton, MI 48188

Dear Mr. Elliott,

You requested a release of a Detroit Edison easement located in the Southeast 1/4 of Section 3, York Township, Washtenaw County, Michigan. The easement was granted to Detroit Edison by the State of Michigan, Department of Management and Budget, on September 16, 1985 and recorded in Liber 2017, Pages 915 through 920 of Washtenaw County Records.

Edison's review indicates that the electric line is no longer needed. The release will be mailed to you on April 5, 2006. The release will be on Edison's standard release form. Sample attached.

If you have any questions, please call me at (313) 235-8313.

Sincerely,

*Diane Francisco*

Diane Francisco  
Real Estate Associate

RECORDED R/W FILE NO. 36077

**From:** Clay P Combee/Employees/dteenergy  
**To:** Diane L Francisco/Employees/dteenergy@dteenergy

**Date:** Thursday, March 30, 2006 11:09AM  
**Subject:** Toyota Technical Center - Petition to Release Easements

Diane,

I spoke with Mike Luptowski, Utility Director for Pittsfield Township, and he confirmed that they have abandoned their equipment and it will no longer be needed.

So we can release our underground easements out there as well.

also ncluded is an e-mail with attachments that Herman Kozub sent to me including the easement release (unsigned) for Pittsfield Township.

If you have any questions, please call me at (734)332-3117.

Clay Combee  
Ann Arbor Service Center

-----Forwarded by Clay P Combee/Employees/dteenergy on 03/30/2006 11:02AM -----

To: Clay P Combee/Employees/dteenergy@dteenergy  
From: Herman J Kozub/Employees/dteenergy  
Date: 03/29/2006 10:44AM  
cc: Laverne C Bailey/Employees/dteenergy@dteenergy  
Subject: Fw: Toyota Technical Center - Petition to Release Easements

Clay: Thanks for calling this morning. I received the following documents from the consultant that is representing my customer Toyota. I hope that this information helps you in releasing the easement. Please call me if you have any questions.

Herman Kozub  
313 235-8285

-----Forwarded by Herman J Kozub/Employees/dteenergy on 03/29/2006 10:42AM -----

To: <kozubh@dteenergy.com>  
From: "Dawn Checcobelli" <DCheccobel@manniksmithgroup.com>  
Date: 03/29/2006 10:04AM  
cc: "John Browning" <JBrowning@manniksmithgroup.com>, "Richard Elliott" <RElliott@manniksmithgroup.com>  
Subject: Toyota Technical Center - Petition to Release Easements

Dear Mr. Kozub:

Per Mr. Richard E. Elliott, attached is a pdf of the letter in reference to the Toyota Technical Center USA, Inc. petition to release easement.

If you have any problems with this file, please contact me.

Sincerely,

RECORDED R/W FILE NO. 36077

Dawn M. Checcobelli  
Administrative Assistant

The Mannik & Smith Group, Inc.  
2365 Haggerty Road South  
Canton, MI 48188  
Phone: 734-397-3100  
Fax: 734-397-3131

\*\*\*\*\* CONFIDENTIALITY NOTICE \*\*\*\*\*

The information contained in this communication and its attachment(s) is intended only for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or exempt from disclosure. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please notify postmaster@manniksmithgroup.com and delete the communication without retaining any copies. Thank you.

\*\*\*\*\*

Attachments:

T123A1B.ltr.dmc.hkozub.pdf

RECORDED R/W FILE NO. 36077

March 29, 2006

Mr. Herman Kozub  
Principal Account Manager  
DTE Energy  
2000 Second Avenue  
Detroit, MI 48226

RE: Toyota Technical Center USA, Inc.  
Petition to Release Easements

Dear Mr. Herman:

Attached are two letters from the State of Michigan Department of Management and Budget requesting the release of easements on their 690+ acre site in York Township. Also, attached is an easement description showing the pump station electrical easement.

The small sanitary pump station operated by Pittsfield Township serviced the State Hospital. The Hospital has been shut down and the pump station has been abandoned with the pumps already removed.

The contact person at the Township is:

Mike Luptowski, Utility Director  
Pittsfield Township  
6201 W. Michigan Avenue  
Ann Arbor, MI 48101  
Phone: (734) 822-3101  
Email: luptowskim@pittsfieldtp.org

Please facilitate the letter of intent as sent to you on March 16, 2006 for the release of this easement.

If you have any questions, please feel free to contact me at (734) 397-3100.

Sincerely,



Richard E. Elliott, P.E.  
Senior Design Engineer

*Civil Engineering, Surveying and Environmental Consulting*

RECORDED R/W FILE NO. 36077

RECORDED R/W FILE NO. 36077

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**ATTACHMENTS**

***THE MANNIK & SMITH GROUP, INC.***



State of Michigan

DEPARTMENT OF MANAGEMENT & BUDGET  
LANSING

WENDELL M. GRANHOLM  
GOVERNOR

LISA WEBB SHARPE  
DIRECTOR

February 1, 2006

Ms. Diane Francisco  
DTE Energy  
Corporate Real Estate  
2000 Second Avenue 2086 WCB  
Detroit, MI 48226

RE: Toyota Technical Center, USA, Inc.  
Petition to Release Easements

Dear Ms. Francisco:

The State of Michigan has entered into a purchase agreement with Toyota Technical Center, USA, Inc. (TTC) for the sale of the 890+ acres State owned parcel in the Township of York in Washtenaw County. Toyota desires to seek the release of three DTE easements as detailed on the attached drawing. They were recorded in Liber 1 Page 272, Liber 1 Page 295, and Liber 2017 Page 915, all are attached.

We authorize TTC to submit the necessary documentation to the Washtenaw County Register of Deeds to release these easements.

Please feel to contact my office at (517) 378-3806 if you have any questions or require further information. Thank you for cooperation in moving this project forward!

Sincerely,

*Terri L. Fitzpatrick*  
Terri L. Fitzpatrick, Director  
Strategic Development Division

Subscribed and sworn to before me this 1<sup>st</sup> day of February, 2006, by Terri L. Fitzpatrick, Director, Strategic Development Division, Department of Management and Budget.

*Tracy L. DeClere*  
Tracy L. DeClere  
Notary Public, Eaton County  
Admin. In Lansing County  
My Commission Expires August 6, 2007

NOTARY PUBLIC  
IN CONNECTION WITH THIS ACT

cc: Kil, J. (PTC)  
John Browning (MSG)

36077  
RECORDED & INDEXED



STATE OF MICHIGAN

DEPARTMENT OF MANAGEMENT & BUDGET

LANSING

JANIFER M. GRANHOLM  
Governor

LISA WEBB SHARPE  
DIRECTOR

February 1, 2006

Mr. Bruce K. Fowler, Planning Director  
Pittsfield Charter Township  
8201 W. Michigan Avenue  
Ann Arbor, MI 48106

RE: Toyota Technical Center, USA, Inc.  
Petition to Abandon Easements

Dear Mr. Fowler:

The State of Michigan has entered into a purchase agreement with Toyota Technical Center, USA, Inc. (TTC) for the sale of the 690± acres State owned parcel in the Township of York in Washtenaw County. TTC desires to seek the abandonment of the easement for the wastewater system and appurtenances recorded in Liber 1891, Page 621 (attached). This easement is located on the west side of Platt Road between Willis Road and Bemis Road, and detailed on the attached drawing.

We hereby authorize TTC to submit the necessary documentation to the Washtenaw County Register of Deeds to abandon the easement.

Please feel to contact my office at (517) 373-8806 if you have any questions or require further information. Thank you for cooperation in moving this project forward.

Sincerely,

*Terri L. Fitzpatrick*  
Terri L. Fitzpatrick, Director  
Strategic Development Division

Subscribed and sworn to before me this 1st day of February, 2006, by Terri L. Fitzpatrick, Director, Strategic Development Division, Department of Management and Budget.

*Tracy L. DeClercq*  
Tracy L. DeClercq  
Notary Public, Eaton County  
Acting in Lapeere County  
My Comm. Exp. August 6, 2007

TRACY L. DECLECRQ  
NOTARY PUBLIC EATON CO., MI  
MY COMMISSION EXPIRES AUG 6, 2007

cc: Bill Gilbert (TTC)  
John Browning (MSG)

2006 FEB 1 11 52 AM  
MICHIGAN STATE DEPARTMENT OF MANAGEMENT & BUDGET



③ DTE Energy Easements for Electrical Service

Liber 1 Page 253

Easement to construct, operate and maintain, lines for electric light and power, including necessary towers, fixtures, wires and equipment, and including also the right to cut or trim any trees along said lines, which might fall or threaten to fall into the wires, upon, over and across the property located in Township of York County of Washtenaw State of Michigan, and described as follows; The southeast quarter of section three (3) Township four (4) south range six (6) east. The route of the lines shall be as follows: Along south of and adjacent to the north line of said land. The Company shall reimburse the property owner for all damage to growing crops, buildings or fences, caused by its men and teams and trucks, in entering said property for the purpose set fourth herein.

I believe  
this is  
ITC

Liber 1 Page 295

Easement to construct, operate and maintain, lines for electric light and power, including the necessary fixtures, wires and equipment, including also the right to cut or trim any trees along said lines, which might fall or threaten to fall into the wires, upon over and across the property located in the Township of York County of Washtenaw State of Michigan, and described as follows; The south one fourth of the north one half (1/2) of section three (3) T. 4 S. R 6 E. The route of the lines shall be as follows overhang of wires only along the south line of said land. No towers are to be set on said land. The Company shall reimburse property owner for all damage to growing crops, buildings or fences, caused by its men and teams, trucks in entering said property for the purposes set forth herein.

I believe  
this is  
ITC.

Liber 2017 Page 915

A 12 foot wide underground easement, the centerline being described as commencing at a point 550 feet North of the centerline of Willis Road and 33 feet West of section line for P.O.B. thence proceeding westerly 14 feet to point, thence southerly parallel with Platt Road 168 feet to the point of termination of said centerline of easement. All being part of the following described land. The SE 1/4 of Section 3, T4S, R6E, York Township, Washtenaw County. Sidelines of easement should be extended to intersect, so there are no gaps in the easement.

and

A 12 foot wide underground easement, the centerline being described as commencing at a point 550 feet North of the centerline of Willis Road and 33 feet Easterly of section line for P.O.B. thence proceeding 23 feet easterly to point of termination of said centerline of easement. All being part of the following described land. The SW 1/4 of Section 2, T4S, R6E, York Township, Washtenaw County.

DTE Energy

RECORDED & INDEXED 3607

④ General Telephone Easement for Telephone Service

Liber 1376 Page 763

A perpetual rod wide easement and right-of-way to construct, reconstruct, maintain and operate thereon, and/or remove therefrom, lines of communication facilities consisting of conduits, cables, and other fixtures and appurtenances as they from time to time may require, with the right of ingress and egress for the purpose of the easement and right-of-way granted, under, across, upon and/or over lands in Section 3, Township of York, Town 4 South, Range 6 East, County of Washtenaw, State of Michigan, and more fully described as follows:

- York 3-11: South fractional 1/2 of the Northeast fractional 1/4 of Northeast fractional 1/4 consisting of 20.57 acres.
- York 3-12: West fractional 1/2 of the Northeast fractional 1/4 & Southeast 1/4 of the Northeast fractional 1/4 & also all that part of Northwest 1/4 lying East of Ann Arbor Railroad consisting of 162.85 acres.
- York 3-14: Southeast 1/4 consisting of 160 acres.

Said facilities to be located within the one rod wide easement described as follows: Parallel Platt Road on west side one rod in from road right-of-way. Also one rod wide strip located south side of sidewalk along drive in from Platt Road to telephone equipment room located in Administration Building - York Twp. Section 2 - Washtenaw County.

CAD Dwg. Scale: (Eng.) 1=400  
Last CAD Revision: 04/05/05  
Last Revision By: kjm  
Description: LEGAL REV

TERMINATION OF EASEMENT AGREEMENT

This agreement is made this 28<sup>th</sup> day of March, 2006 between the Pittsfield Charter Township, a Michigan municipal corporation, whose address is 6201 W. Michigan Avenue, Ann Arbor, Michigan 48108 and the State of Michigan, by its Department of Management and Budget whose address is Lewis Cass Building, 320 South Walnut, P.O. Box 30026 Lansing, Michigan 48909.

In consideration of one Dollar, Pittsfield Charter Township vacates the easement recorded at liber 1891, page 621, Washtenaw County Records across the following described land in The Township of York, Washtenaw County Michigan:

A parcel of land in the North 1/2 of Section 3, Town 4 South, Range 6 East, York Township, Washtenaw County, Michigan, more particularly described as: Beginning at the North 1/4 corner of said Section 3; thence North 88 degrees 35 minutes 42 seconds East 1415.26 feet on the North line of said Section 3; thence South 01 degrees 35 minutes 30 seconds East 1334.25 feet; thence North 87 degrees 58 minutes 00 seconds East 1415.07 feet to the East line of said Section 3; thence South 01 degrees 34 minutes 54 seconds East 1318.74 feet on said East line to the East 1/4 corner of said Section 3; thence South 87 degrees 20 minutes 19 seconds West 2830.77 feet on the East-West 1/4 line to the center of said Section 3; thence South 87 degrees 21 minutes 25 seconds West 695.52 feet on said East-West 1/4 line to the Easterly right-of-way of the Ann Arbor Railroad; thence North 08 degrees 11 minutes 01 seconds West 2733.73 feet on said railroad right-of-way to the North line of said Section 3; thence North 88 degrees 35 minutes 55 seconds East 1009.45 feet on said North line to the Point of Beginning.

The Southeast 1/4 of Section 3, Town 4 South, Range 6 East, York Township, Washtenaw County, Michigan, more particularly described as: Beginning at the Southeast corner of said Section 3; thence North 01 degrees 35 minutes 12 seconds West 2661.84 feet on the East line of said section to the East 1/4 corner of said Section 3; thence South 87 degrees 20 minutes 19 seconds West 2830.77 feet on the East-West 1/4 line of said Section to the center of said Section 3; thence South 01 degrees 36 minutes 26 seconds East 2645.06 feet on the North-South 1/4 line of said Section to the South 1/4 corner of said Section 3; thence North 87 degrees 40 minutes 40 seconds East 2829.54 feet on the South line of said Section 3 to the Point of Beginning.

RECORDED K/W FILE NO. 36077

The South Fractional 1/2 Of The Northeast Fractional 1/4 of the Northeast Fractional 1/4, Section 3, Town 4 South, Range 6 East, York Township, Washtenaw County, Michigan,

Tax ID #S-19-03-100-005

The vacated easement is described as:

A strip of the above land beginning at the West right-of-way line of Platt Road 310 feet North of the North right-of-way line of Willis Road then West 30 feet, then North 60 feet, then East 10 feet, then North 4,250 feet more or less to the North property line, then East 20 feet to the West right-of-way line of Platt Road, then South 4,310 feet more or less to the place of beginning. Liber 1891, Page 621-626.

By the abandonment of the easement described above, it is agreed that Pittsfield Charter Township can abandon the wastewater system and appurtenances, within the easement, in place, to be removed by others at no cost to Pittsfield Charter Township.

PITTSFIELD CHARTER TOWNSHIP

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND  
BUDGET

By \_\_\_\_\_  
James Walter, Township Supervisor

By \_\_\_\_\_  
Name

By \_\_\_\_\_  
Feliziana Meyer, Township Clerk

\_\_\_\_\_  
Title

Acknowledged before me in Washtenaw County, Michigan, on \_\_\_\_\_, 2006 by James Walter, Pittsfield Township Supervisor and Feliziana Meyer, Township Clerk.

\_\_\_\_\_  
R. Bruce Laidlaw, Notary Public, Washtenaw County Michigan. Commission expires September 27, 2008

Acknowledged before me in Ingham County Michigan, on \_\_\_\_\_, 2006 by \_\_\_\_\_, of the Michigan Department of Management and Budget.

\_\_\_\_\_  
Notary Public, Ingham County Michigan, Commission expires

Document drafted by R. Bruce Laidlaw, 2023 Vinewood, Ann Arbor, Michigan 48104

36077  
RECORDED R/W FILE NO.

# Detroit Edison



Date: March 22, 2006

To: Karen Bourdage  
✓ Diane Francisco  
Corporate Real Estate Administration  
2086 WCB

From: Cheryl Groncki *cx*  
Property Inquiry Coordinator  
Project Management  
565 SB

Subject: RWS0603482  
Release of R/W #6909, 6825 and 36077  
York Twp., Washtenaw County

Southwest Region Distribution Planning is not willing to release these easements outright. For the easements for Rights of Way #6909 (Liber 1 page 253) and 6825 (Liber 1 page 295). Distribution Planning will release them if a new easement can be granted for 15 feet adjacent to Bemis Road for Toyota's entire frontage on Bemis Road.

Southwest Region Distribution Planning will not release the easement for Right of Way #36077 (Liber 2017 page 915). There is underground cables and a transformer within this easement that serve a Pittsfield Township lift pump.

Contact John McDaniel if you have further questions regarding this answer. He may be reached at 397-4473.

/cag

Approved:

*Steven M. Topolewski /cag*  
Steven M. Topolewski  
Principal Engineer  
Project Management

36077  
RECORDED R/W FILE NO.

EASEMENT AGREEMENT

AGREEMENT, made this 16<sup>th</sup> day of SEPTEMBER, 1985, by and between the STATE OF MICHIGAN, by its DEPARTMENT OF MANAGEMENT AND BUDGET, whose address is Stevens T. Mason Building, Lansing, Michigan 48913, and the DETROIT EDISON COMPANY, a Michigan corporation, whose address is 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as Grantee:

WITNESSETH:

FOR AND IN CONSIDERATION OF ONE AND NO/100THS (\$1.00) DOLLAR, receipt whereof is hereby acknowledged, the mutual covenants contained herein, and other good and valuable consideration, the STATE OF MICHIGAN, DEPARTMENT OF MANAGEMENT AND BUDGET, acting by authority of 1984 PA 431 and resolution of the STATE ADMINISTRATIVE BOARD dated May 7, 1985, does hereby grant and convey unto Grantee an easement for the following purpose(s):

RECORDED RIGHT OF WAY NO. 36097

"constructing, operating, and maintaining underground lines for the transmission and distribution of electricity and for communication facilities, including supporting fixtures and other appurtenances"

over, under, upon and across the following described State-owned land, which is within the jurisdiction and control of the Michigan Department of Mental Health:

Land situate and being in the Township of York, County of Washtenaw, State of Michigan, as follows, to wit:

"A 12 foot wide underground easement, the centerline being described as commencing at a point 550 feet North of the centerline of Willis Road (also being South property line)

APPROVED TO FOR... DATE  
LEGAL DEPARTMENT

and 33 feet West of section line (also being East property line) for p.o.b. thence proceeding Westerly 14 feet to point, thence Southerly parallel with Platt Road 168 feet to the point of termination of said centerline of easement. All being part of the following described land. The SE 1/4 of Section 3, T4S, R6E, York Township, Washtenaw County. Sidelines of easement should be extended to intersect, so there are no gaps in the easement.

and

"A 12 foot wide underground easement, the centerline being described as commencing at a point 550 feet North of the centerline of Willis Road (also being South property line) and 33 feet Easterly of section line (also being West property line) for p.o.b. thence proceeding 23 feet Easterly parallel with Platt Road to point of termination of said centerline of easement. The SW 1/4 of Section 2, T4S, R6E, York Township, Washtenaw County."

This easement is granted subject to the following terms and conditions, which Grantee hereby agrees to accept and comply with:

1. Grantee agrees to notify the Bureau of Facilities, the authorized representative of the Department of Management and Budget, and the Ypsilanti Regional Psychiatric Hospital, Department of Mental Health, prior to commencing operations, alterations, modifications, maintenance, or entry upon the described property, and to provide copies of engineering or architectural drawings prior to, and after completion of, such operations, alterations or modifications to or upon the said easement.

2. Grantee agrees that any relocation of the line of easement set forth in this instrument will be made only upon the prior written approval of the Department of Management and Budget before such relocation is undertaken. Grantee further agrees that any relocation of said easement shall be completed at Grantee's sole expense.

RECORDED IN FILE NO. 20071

3. Grantee accepts this easement subject to all prior easements, permits, licenses, leases and other rights existing or pending at the time of the issuance of this easement that may have been granted upon said lands.

4. In the event that State necessity requires the placement of buildings or other structures upon said easement or in such proximity to such easement as to interfere with such easement, Grantee agrees that the State shall, in its sole discretion, have the right to relocate the line of easement at Grantee's sole expense. Subject to the terms and conditions of this agreement, Grantee shall have the right and authority to enter upon said easement at all reasonable times for the purpose of constructing, repairing, removing, replacing, or maintaining said easement, as is reasonably necessary for the purposes set forth herein, and to trim, remove or control any trees or foliage when necessary to the maintenance of said easement

5. Grantee shall maintain said easement and its appurtenances in good repair, take reasonable precautions to prevent any damage to State property arising from Grantee's use of or access to said easement, and to repair, replace, or pay the State for any damages to State property, wherever situate, arising from the acts or omissions of Grantee in such use or access.

6. Modifications or alterations to the appurtenances in or upon said easement, required by any existing or future laws ordinances, or regulations of local, State or Federal government, are to be made by Grantee at its expense and at no expense to the State

7. In the event that the easement herein conveyed is abandoned or discontinued from use or service for a continuous

36072  
LIBER 2017 PAGE 917

period of two (2) years by Grantee, then and in that event this easement shall terminate; and Grantee agrees upon such abandonment, and upon the request of the State, its successors or assigns to release and quit-claim all rights secured hereby to the State, its successors or assigns. In the event of such abandonment of the rights herein conveyed Grantee agrees, except as herein otherwise provided, to remove its property, appurtenances, etc., from the easement at its expense in a good and workmanlike manner satisfactory to the State's authorized representative(s)

It is expressly understood and agreed that Grantee shall not assign this easement or any portion thereof without the prior written consent of the State, its successors or assigns. No application for approval to assign will be considered unless the proposed assignee is authorized to operate as a public utility. The terms and conditions of this agreement shall be binding upon the successors and authorized assigns of the respective parties.

9. The Grantee shall hold harmless the State of Michigan and its successors or assigns from all damages or losses to persons or property on or at the described easement, and Grantee shall further hold the State harmless for all damages or losses to persons or property arising from the acts or omissions of Grantee in its operations on the described easement herein conveyed.

IN WITNESS WHEREOF, the respective parties have hereunto caused this instrument to be executed on the date first above written.

Signed in the presence of:

Barbara Hadden \*  
BARBARA HADDEN  
Robin R. Lott  
ROBIN R. LOTT

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT & BUDGET

BY Robert H. Naftaly  
Robert H. Naftaly  
Its Director

36077  
RECORDED R/W FILE NO.



DETROIT EDISON COMPANY  
A Michigan corporation (GRANTEE)

*Thomas H. Deagan* \*  
THOMAS H. DEAGAN  
*Justin G. Nolan* \*  
Justin G. Nolan

By *RTN* \*  
ROBERT R. TEWKSBURY, DIRECTOR  
Real Estate and Rights of Way Dept

STATE OF MICHIGAN  
COUNTY OF INGHAM

On this 23rd day of September, 1985, before me,  
a notary public in and for said County of Ingham, personally  
appeared Robert H. Naftaly, Director of the Department of Management  
and Budget for the State of Michigan, to me known to be the person  
who executed the foregoing instrument, and who acknowledged the  
same to be the free act and deed of the State of Michigan by  
authority hereinabove set forth.

*Betty L. Cushman*  
Notary Public  
Ingham County, Michigan  
My Commission Expires: 12/8/85

BETTY L. CUSHMAN  
Notary Public, Eaton County, MI  
My Commission Expires Dec. 8, 1985  
ACTING IN INGHAM

STATE OF MICHIGAN  
COUNTY OF WAYNE

On this 16th day of SEPTEMBER, 1985, before me,  
a notary public in and for said County, personally appeared  
Robert R. Tewksbury, the DIRECTOR OF RIGHTS OF WAY of Detroit  
Edison Company, the corporation named in the foregoing instrument,  
and acknowledged that said instrument was executed on behalf, and  
by full authority, of said corporation.

THOMAS H. DEAGAN  
Notary Public, Wayne County, MI  
My Commission Expires Feb. 6, 1989

*Thomas H. Deagan*  
Notary Public  
County, Michigan  
My Commission Expires: \_\_\_\_\_

RECORDED R/W FILE NO. 36077

\*Names should be legibly typed, stamped, or printed beneath  
signatures, without discrepancy.

Approved as to Descriptions:

Peter D. Beaver  
Peter D. Beaver  
Department of Management and  
Budget

Drafted and approved as to  
legal form by:

Gary L. Wicks  
Gary L. Wicks  
Assistant Attorney General  
Plaza One Building  
401 S. Washington Avenue  
Lansing, Michigan 48913

RECORDED  
WASHINGTON COUNTY, MI  
Nov 15 9 00 AM '85  
COUNTY CLERK REGISTER

RECORDED R/W FILE NO. 2209

RECORDED  
WASHINGTON COUNTY, MI  
Nov 15 9 00 AM '85  
COUNTY CLERK REGISTER

March 29, 2006

Mr. Herman Kozub  
Principal Account Manager  
DTE Energy  
2000 Second Avenue  
Detroit, MI 48226

RE: Toyota Technical Center USA, Inc.  
Petition to Release Easements

Dear Mr. Herman:

Attached are two letters from the State of Michigan Department of Management and Budget requesting the release of easements on their 690+ acre site in York Township. Also, attached is an easement description showing the pump station electrical easement.

The small sanitary pump station operated by Pittsfield Township serviced the State Hospital. The Hospital has been shut down and the pump station has been abandoned with the pumps already removed.

The contact person at the Township is:

Mike Luptowski, Utility Director  
Pittsfield Township  
6201 W. Michigan Avenue  
Ann Arbor, MI 48101  
Phone: (734) 822-3101  
Email: luptowskim@pittsfieldtp.org

Please facilitate the letter of intent as sent to you on March 16, 2006 for the release of this easement.

If you have any questions, please feel free to contact me at (734) 397-3100.

Sincerely,



Richard E. Elliott, P.E.  
Senior Design Engineer

*Civil Engineering, Surveying and Environmental Consulting*

36077  
RECORDED IN W.P.M. NO.

③ DTE Energy Easements for Electrical Service

Liber 1 Page 253

Easement to construct, operate and maintain, lines for electric light and power, including necessary towers, fixtures, wires and equipment, and including also the right to cut or trim any trees along said lines, which might fall or threaten to fall into the wires, upon, over and across the property located in Township of York County of Washtenaw State of Michigan, and described as follows; The southeast quarter of section three (3) Township four (4) south range six (6) east. The route of the lines shall be as follows: Along south of and adjacent to the north line of said land. The Company shall reimburse the property owner for all damage to growing crops, buildings or fences, caused by its men and teams and trucks, in entering said property for the purpose set fourth herein.

Liber 1 Page 295

Easement to construct, operate and maintain, lines for electric light and power, including the necessary fixtures, wires and equipment, including also the right to cut or trim any trees along said lines, which might fall or threaten to fall into the wires, upon over and across the property located in the Township of York County of Washtenaw State of Michigan, and described as follows; The south one fourth of the north one half (1/2) of section three (3) T. 4 S. R 6 E. The route of the lines shall be as follows overhang of wires only along the south line of said land. No towers are to be set on said land. The Company shall reimburse property owner for all damage to growing crops, buildings or fences, caused by its men and teams, trucks in entering said property for the purposes set forth herein.

Liber 2017 Page 915

A 12 foot wide underground easement, the centerline being described as commencing at a point 550 feet North of the centerline of Willis Road and 33 feet West of section line for P.O.B. thence proceeding westerly 14 feet to point, thence southerly parallel with Platt Road 168 feet to the point of termination of said centerline of easement. All being part of the following described land. The SE 1/4 of Section 3, T4S, R6E, York Township, Washtenaw County. Sidelines of easement should be extended to intersect, so there are no gaps in the easement.

and

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I believe this is ITC

I believe this is ITC

DTE Energy

RECORDED K/W FILE NO. 36077

④ General Telephone Easement for Telephone Service

Liber 1376 Page 763

A perpetual rod wide easement and right-of-way to construct, reconstruct, maintain and operate thereon, and/or remove therefrom, lines of communication facilities consisting of conduits, cables, and other fixtures and appurtenances as they from time to time may require, with the right of ingress and egress for the purpose of the easement and right-of-way granted, under, across, upon and/or over lands in Section 3, Township of York, Town 4 South, Range 6 East, County of Washtenaw, State of Michigan, and more fully described as follows:

York 3-11: South fractional 1/2 of the Northeast fractional 1/4 of Northeast fractional 1/4 consisting of 20.57 acres.

York 3-12: West fractional 1/2 of the Northeast fractional 1/4 & Southeast 1/4 of the Northeast fractional 1/4 & also all that part of Northwest 1/4 lying East of Ann Arbor Railroad consisting of 182.85 acres.

York 3-14: Southeast 1/4 consisting of 160 acres.

Said facilities to be located within the one rod wide easement described as follows: Parallel Platt Road on west side one rod in from road right-of-way. Also one rod wide strip located south side of sidewalk along drive in from Platt Road to telephone equipment room located in Administration Building - York Twp. Section 2 - Washtenaw County.

CAD Dwg. Scale: (Eng.) 1"=400  
Last CAD Revision: 04/05/05  
Last Revision By: kim  
Description: LEGAL REV

36077

ON FILE NO. ~~XXXXXXXXXXXX~~

### General Ledger Coupon

DE 963-0409 11-98

Prepared By Mannik & Smith Group, Inc

- Type
- Agents Remittance
  - Energy Drafts
  - Legal
  - Returned Checks
  - Cash Group
  - Gift Certificate
  - Overages/Shortages
  - Savings Plan
  - Change Orders
  - Insurance
  - Refrigerator Replacement
  - State of Michigan
  - Commissions
  - Land Contracts/Rentals
  - Refunds
  - Subsidiaries
  - Deferred Credit

Processing Fee Project No. RWS0603482

Prepared By D. FRANCISCO Ext. 58313 Date 3-2-06 Check No. 1726

Management Information Key (MIK) Distribution (Bus. Unit is Mandatory) Amount

| MIK-Bus Unit | Std Actv      | Rsrc Type  | Src Dept     | Usr Dept     | Sub Proj | Amount          |
|--------------|---------------|------------|--------------|--------------|----------|-----------------|
| <u>CDRPS</u> | <u>001638</u> | <u>700</u> | <u>C0091</u> | <u>C0091</u> |          | <u>\$350.00</u> |
| Actv Occ     |               | Proc       | Actv Eqmt    | Prod         | Cust     |                 |

**Subtotal from Back Here** →

For your convenience Additional MIK fields on reverse side **Grand Total** \$ 350.00

⑈ 5588 ⑈ 5588 ⑈

**THE MANNIK & SMITH GROUP, INC.**  
 2365 HAGGERTY ROAD SOUTH  
 SUITE 100  
 CANTON, MI 48188

1726

DATE 2/21/06 9-9-720

PAY TO THE ORDER OF Detroit Edison \$ 350.00

three hundred fifty .00/100 DOLLARS

COMERICA BANK  
DETROIT, MICHIGAN

FOR T123A1B J. B. Brunning MP

⑈001726⑈ ⑈072000096⑈ ⑈1850882897⑈

APPLICATION FOR RIGHT OF WAY

OR 963-0811 8-7485 (MS 80)

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

DATE December 18, 1984

LOCATION Platt and Willis

APPLICATION NO. AS-5650

DEPT. ORDER NO.

CITY OR VILLAGE

O. F. W. NO.

TOWNSHIP York COUNTY Washtenaw

BUDGET ITEM NO. 5MJOB-MDJ

DATE BY WHICH RIGHT OF WAY IS WANTED 1-28-84

INQUIRY NO.

THIS R/W IS % OF TOTAL PROJECT NO. ACCUM. %.

JOINT RIGHT OF WAY REQUIRED YES  NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED 12 foot easement for Detroit Edison underground facilities.

RECORDED RIGHT OF WAY NO. 36047

PURPOSE OF RIGHT OF WAY Provide service to new sewer lift station serving Ypsilanti State Hospital.

SIGNED G. G. Borowski, Supervisor Ann Arbor Division Div. Org. Service Planning DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Right of way secured as requested. Contacts made by Curtis G. Noles, Real Estate, Rights of Way & Claims Representative, Ann Arbor Division.

PERMITS IN RECORD CENTER 1 R.E. & R/W DEPT. FILE 1 GRANTOR State of Michigan

NO. OF PERMITS 1 NO. OF STRUCTURES - NO. OF MILES - PERMITS TO MBT -

DATE 9/16/85 SIGNED Richard J. Ort, Supervisor Real Estate, R/W & Claims Ann Arbor Division

/jd

Noles