

LICENSE AGREEMENT

THIS AGREEMENT is made as of this 7th day of August, 2012, by and between International Transmission Company ("ITC"), a Michigan corporation, 27175 Energy Way, Novi, Michigan 48377 and the City of Novi, a Michigan municipal corporation, 45175 West Ten Mile Road, Novi, Michigan 48375 ("Licensee").

In consideration of Licensee's promises contained in this Agreement, ITC grants to Licensee, on the terms and conditions set forth below, a license in a 14-foot-wide strip of land across ITC'S land in the City of Novi, Oakland County, Michigan ("the Licensed Premises"), as more particularly described in Exhibit A attached hereto, for the sole purpose of constructing, operating, and maintaining a non-motorized¹ pedestrian trail 14 feet in width to convey trail users across ITC's land, of which the Licensed Premises are a part, either on foot or by means of non-motorized bicycles. The location of the Licensed Premises will be defined during the design plan approval process specified in paragraph 7 below.

Licensee promises to comply with the following terms and conditions:

1. Licensee shall pay ITC an annual license fee ("License Fee"). Commencing on the date the trail or any portion thereof is opened to public use ("Commencement Date"), Licensee shall pay \$600.00 to ITC. On each annual anniversary of the Commencement Date thereafter during the Term, the annual License Fee shall be increased by an amount equal to two percent (2%) of the annual License Fee payable with respect to the immediately preceding year. ITC shall send invoices to Licensee annually.

2. Licensee shall construct, improve, and maintain the trail solely at Licensee's expense, and ITC shall not be required to incur any cost or expense whatsoever as a result of the construction, operation, and maintenance of the trail.*Licensee shall reimburse ITC the amount of any increase in real or personal property taxes resulting from the trail improvements Licensee places on the Licensed Premises pursuant to this License, payable 30 days after Licensee receives an invoice from Oakland County for any such increase. Licensee shall reimburse ITC for other costs it is required to incur (e.g., to comply with governmental regulation) as a result of Licensee's use of the Licensed Premises. Licensee shall not permit any construction lien to attach to the Licensed Premises by reason of any improvements made or work performed on the Licensed Premises.

3. Subject to obtaining all necessary approvals pursuant to any applicable laws or ordinance, ITC shall at all times while this Agreement is in effect have the right to use the Licensed Premises for any purpose that does not unreasonably interfere with Licensee's use under this Agreement. Such use may include, without limitation, construction, operation, inspection, maintenance, modification, relocation, and removal of electric transmission structures/facilities on, over, under, and across the Licensed Premises or the adjoining land, the cutting, trimming, removal, and controlling in any manner, including by chemical spraying, of any or all trees, bushes, and any other vegetation now or hereafter growing on the Licensed Premises or the

¹ For purposes of this license, motorized accessibility devices such as wheelchairs, medically required scooters, etc. shall not be prohibited on the Licensed Premises

adjoining land, and the granting to third parties of the right to construct, operate, and maintain utility facilities and other structures on, over, under, and across the Licensed Premises or the adjoining land. ITC shall have no obligation to refrain from using, or to modify the manner of its use of, the Licensed Premises or the adjoining land, whether or not such use interferes with, detracts from, or is otherwise inconsistent with Licensee's use of the Licensed Premises pursuant to this Agreement. ITC shall have the right of access to the Licensed Premises at any time, and Licensee shall construct and locate any and all fences and barricades ITC permits on the Licensed Premises so as not to interfere with ITC's use of the Licensed Premises or the adjoining land. In using the Licensed Premises or the adjoining land, ITC shall not be responsible to Licensee for any damage to Licensee's improvements on the Licensed Premises resulting from ITC's use of the Licensed Premises or the adjoining land. ITC may temporarily close the trail for such periods as it deems necessary or desirable in connection with its use of the Licensed Premises or the adjoining land. Except in cases of emergency, ITC shall provide reasonable advanced notice of such trail closings. If requested, Licensee shall provide notices and postings of such closing, including but not limited to required notices and postings for the spraying of herbicide.

4. ITC shall have the right at any time and for any reason it deems appropriate, in its sole discretion, to require Licensee, at Licensee's expense, to temporarily or permanently relocate the trail, or portions thereof, or other permitted improvements. Relocation may include temporary or permanent removal of portions of the trail from the Licensed Premises. Licensee agrees to fully cooperate with such requirement and to use its best efforts to complete such relocation by the date ITC specifies, which shall be not less than 90 days from the date ITC notifies Licensee to relocate. Licensee agrees that if Licensee fails to complete the required relocation by the specified date, ITC shall have the right to make such relocation, to close the trail, or to take other action it deems necessary to facilitate its use of the Licensed Premises or the adjoining land, in which event Licensee shall be responsible to reimburse ITC for the costs and expenses (including attorney fees) it incurs in making such relocation, closing the trail, or taking such other action. Notwithstanding the foregoing, Licensee may seek to avoid a relocation specified by ITC by offering to pay ITC for the additional costs and expenses ITC would incur if Licensee did not make the relocation, which offer ITC may accept or reject in its sole discretion.

5. Licensee shall post signs provided by ITC in such places on the Licensed Premises as specified by ITC identifying the Licensed Premises as being owned and/or provided for use by ITC.

6. Licensee shall not commence any work on the Licensed Premises until ITC has approved Licensee's final design plan for the trail. At least 60 days prior to the date Licensee desires to commence work on the Licensed Premises, Licensee shall submit the final design plan for the trail to ITC, Real Estate Department, 27175 Energy Way, Novi, Michigan 48377. The trail plan shall show the location of the trail across ITC's land, the location of existing utility facilities (including guy wires), and any other improvements Licensee desires to locate on the Licensed Premises. Approval of the design plan shall be within ITC's sole discretion, and ITC may withhold approval of such plan for any reason. If ITC determines, in its sole discretion, that Licensee's proposed design plan would make it necessary or desirable for existing or future utility structures/facilities on the Licensed Premises or the adjoining land to be modified, ITC will advise Licensee of such determination, in which event Licensee shall have the option to either revise the proposed design

plan or to pay ITC in advance for the cost of the modification. Any such modification shall be done at times to least inconvenience ITC. If ITC approves Licensee's design plan, Licensee shall not alter the trail or improvements or otherwise change its use of the Licensed Premises from the approved plan without ITC's prior written approval.

7. Licensee shall not locate the edge of the trail within 15 feet of any tower leg or pole.

8. Licensee shall not place any trees, shrubs, or other landscaping, or any buildings, benches, viewing platforms, signs, or other structures on the Licensed Premises without ITC's prior written consent, the granting or withholding of which shall be within ITC's sole discretion.

9. Licensee shall take all measures that ITC, in its opinion, deems necessary to restrict use of the trail to non-motorized recreational devices and pedestrian foot traffic. For purposes of this license, motorized accessibility devices such as wheelchairs, medically required scooters, etc. shall not be prohibited on the Licensed Premises.

10. Licensee shall erect fencing or other suitable barriers and signs reasonably specified by ITC to prevent trail users from having access to existing or future utility structures/facilities on the Licensed Premises or the adjoining land.

11. Licensee shall not cut, trim, or remove any trees or shrubs from the Licensed Premises without ITC'S prior written consent, the granting or withholding of which shall be within ITC's sole discretion.

12. Licensee shall be responsible to replace any ornamental trees that are damaged during Licensee's activities on the Licensed Premises.

13. Licensee shall not store any materials on, over, or under the Licensed Premises without ITC's prior written consent, the granting or withholding of which shall be within ITC's sole discretion.

14. Licensee's use of the Licensed Premises shall at no time create any condition on the Licensed Premises that would create a fire hazard or be considered a nuisance.

15. Prior to commencing any excavation on the Licensed Premises, Licensee shall give notice to the utility communications system (Miss Dig) at 800-482-7171, in accordance with the provisions of Michigan Public Act 53 of 1974, as amended (MCL 460.701 et seq).

16. Licensee's use of the Licensed Premises shall not in any way affect or interrupt the continuity of transmission of electricity as now or hereafter provided by the electric facilities on the Licensed Premises or the adjoining land.

17. Licensee shall not operate any equipment in connection with construction or maintenance of the trail within 15 feet of any overhead electric lines (measured vertically from the highest point of the equipment to the nearest energized conductor). MIOSHA standards shall be observed, if more stringent. At least 15 feet of clearance shall be maintained at all times. Cranes or shovels used in digging shall at no time swing toward any tower, pole, or line. No cranes or any other equipment having the height potential of contacting any electric line shall

operate between the lines. Dump trucks shall not lift their beds under any electric line.

18. Licensee shall not perform any excavation or grading within 15 feet of any tower leg or within 10 feet of any wood or steel pole structure or point where a guy wire enters the ground without ITC's prior written consent, the granting or withholding of which shall be within ITC's sole discretion. ITC may condition such permission on use of a trench box or sheeting to prevent disturbance of soil.

19. All excavation Licensee performs on the Licensed Premises shall be properly protected and filled and all backfill shall be firmly compacted. No fill shall be placed permanently under any electric line without ITC's consent, the granting or withholding of which shall be within ITC's sole discretion. No fill shall be placed within 15 feet of any tower or pole. All fill shall be compacted sufficiently to permit maintenance vehicles access to all towers and poles. No pocket shall be created around any utility structures/facilities where water could collect. Licensee shall take erosion prevention measures during construction and shall reseed all disturbed areas following construction activities in accordance with ITC's specifications.

20. Licensee shall obtain all governmental approvals and permits that are required by law for its activities on the Licensed Premises and shall otherwise comply with all applicable laws, rules, and regulations.

21. Licensee shall clean up any debris resulting from construction and maintenance of the trail. Licensee shall at all times maintain the Licensed Premises in a proper, clean, and safe condition. Licensee shall be responsible to mow grass and remove weeds in accordance with applicable laws and regulations and to remove trash or debris deposited by trail users on the Licensed Premises or the adjoining land.

22. Licensee shall not dispose or suffer to be disposed of any waste material on ITC's land and shall not use, store, or maintain, or suffer to be used, stored, or maintained, on ITC's land any material that is or may be or become hazardous to human health or the environment or the storage, treatment, or disposal of which is regulated by any governmental authority without ITC's prior written consent, the granting or withholding of which shall be within ITC's sole discretion. If use of ITC's land as permitted in this Agreement results in the presence on or under ITC's land (which includes but is not limited to the underlying groundwater) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 et seq; the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 et seq; the Toxic Substances Control Act (TSCA), 15 USCA 2601 et seq; the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq; or any other similar existing or future statutes, Licensee shall, at no cost to ITC, promptly take: 1) all actions required by any federal, state, or local governmental agency or political subdivision, and 2) all actions required to restore ITC's land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Licensee pursuant to this paragraph include, but are not be limited to: a) the investigation of the environmental condition of ITC's land; b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the

performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off ITC's land. Licensee shall proceed continuously and diligently with such investigatory and remedial actions. Licensee shall promptly provide to ITC, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required to be performed pursuant to this paragraph shall require or result in the imposition of any limitation or restriction on the use of ITC's land without ITC's prior written consent, the granting or withholding of which shall be within ITC's sole discretion. Additionally, Licensee shall indemnify, defend, and hold ITC, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on or beneath ITC's land and the underlying groundwater, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in CERCLA, RCRA, TSCA, NREPA, or any other similar existing or future statutes, as a result of use of the Licensed Premises pursuant to this Agreement; B) Licensee's violation or alleged violation of any federal, state, or local law related directly or indirectly to the use of ITC's land pursuant to this Agreement; or 3) Licensee's failure to comply with the terms and conditions of this Agreement; provided, that Licensee's indemnification obligation shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law, and such obligation shall not abrogate or diminish Licensee's defense of governmental or sovereign immunity against any party, including ITC. The provisions of this paragraph shall survive the termination of this Agreement.

23. In the event that Licensee at any time discovers or otherwise learns of the existence on ITC's land of any contaminant, hazardous substance, hazardous waste, or hazardous constituent or any object that is likely to contain a contaminant or hazardous substance, waste, or constituent (such as vehicle tires, junk vehicles, storage tanks, barrels, cans, and similar containers), Licensee shall promptly notify ITC thereof. Licensee shall also promptly notify ITC of the occurrence of a spill or other release of a contaminant or hazardous substance, waste, or constituent on ITC's land. For purposes of this notice requirement, a hazardous substance includes (but is not limited to) any substance the storage, treatment, or disposal of which is regulated by a governmental authority. Examples of contaminants or hazardous substances, waste, or constituents are oil, gasoline, chlorinated solvents, vehicle tires, paint, and sandblasting material. This notice requirement applies regardless of who caused the spill or release. Licensee shall send such information to ITC, Environmental Manager, 27175 Energy Way, Novi, Michigan 48377, 248-946-3000.

24. Licensee accepts the Licensed Premises in their present condition and acknowledges that ITC has made no representations as to the condition thereof. ITC shall not be liable for any damages arising from the acts or omissions of Licensee or its invitees or users of the Licensed Premises. Licensee shall be solely responsible to arrange for the provision of police protection as may be required to maintain law and order on the Licensed Premises and to comply with the provisions of this Agreement. To the extent permitted by law, Licensee agrees to indemnify and hold ITC, and its successors and assigns, harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and

their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the Licensed Premises pursuant to this Agreement, whether due or claimed to be due to Licensee's negligence, ITC's negligence, the negligence of both ITC and Licensee, the negligence of any other person, or otherwise, except for ITC's sole negligence. The provisions of this paragraph shall survive the termination of this Agreement.

25. While this Agreement is in effect, Licensee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name ITC as an additional insured. The policy shall describe the insured premises in the same manner as in the Licensed Premises are described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving ITC (Attention: Legal Department, 27175 Energy Way, Novi, Michigan 48377) 10 days written notice, as evidenced by receipt of registered letter. Licensee shall provide evidence of such coverage to ITC.

26. Licensee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed on the Licensed Premises, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save ITC harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the Licensed Premises. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Licensee's negligence, ITC's negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise. Further, Licensee shall require all contractors and subcontractors at any time employed in connection with any work to be done on the trail to maintain in full force and effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 per occurrence, written so as to provide coverage for collapse, explosion, and underground hazards, which insurance shall either include a Cross Liability Endorsement or shall not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan and shall name ITC as an additional insured.

27. The license hereby granted to Licensee is personal to Licensee. Licensee may not assign or otherwise transfer its interest in this Agreement to any third party; nor will its interest under this Agreement inure to Licensee's successors or assigns.

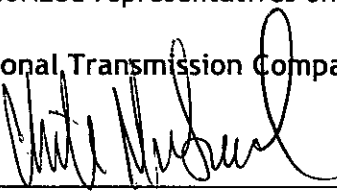
28. This Agreement is granted subject to any lease, license, easement or other interest in land heretofore granted by ITC or its predecessors in title in the Licensed Premises and to any such interest reserved to other parties in instruments granted to ITC or its predecessors in title. Without limiting the foregoing, this license is subject to the rights and interests of The Detroit Edison Company pursuant to a Covenant Deed dated December 5, 2000, and recorded on October 12, 2001 in Liber 23842 at Page 66, Oakland County Records. Licensee is responsible for complying with any notification, consent, or other requirements of such Agreement.

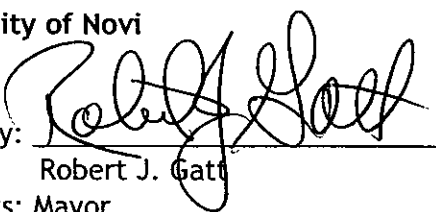
29. Notwithstanding any contrary provision in this License, either party may at any time and for any reason terminate this Agreement by giving the other 90 days written notice of termination; provided, however, that ITC agrees not to terminate this Agreement for a period of 25 years following the commencement of this License, other than for Licensee's failure to comply with the terms of this Agreement within 30 days after written notice from ITC of such failure or if termination is required by any applicable law, rule, or regulation or other circumstances beyond ITC's reasonable control. Notice of termination to ITC shall be given to: ITC, General Counsel-Utility Operations, 27175 Energy Way, Novi, Michigan 48377. Notice of termination to Licensee shall be given to Novi City Clerk, 45175 West Ten Mile Road, Novi, Michigan 48375. Either ITC or Licensee may change the designated address or addressee for such notice by notifying the other of such change in writing.

30. Upon termination of this Agreement, Licensee shall take all actions necessary to immediately terminate public use of the Licensed Premises. If Licensee fails to do so, ITC shall have the right to take whatever actions it deems necessary to terminate public use. Upon termination of this Agreement, Licensee may remove any and all improvements erected by Licensee on the Licensed Premises, and shall remove such improvements if so requested by ITC. If ITC requests removal of such improvements, Licensee shall remove such improvements within such period of time as the parties agree to but no event more than 6 months following such request. If Licensee fails to do so, Licensee shall reimburse ITC for the cost of such removal, on demand from ITC.

31. Unless stated otherwise, all requirements for notice contained in this Agreement shall be deemed to require notice in writing and service by: a) personal service, with service being effective upon delivery; b) United States certified mail, return receipt requested, with service being effective on the date of receipt; c) telecopy, electronic mail, facsimile, or other form of telecommunication, with service being effective on receipt; or d) recognized overnight courier service, with service being effective on delivery.

IN WITNESS WHEREOF, ITC and Licensee have caused this instrument to be executed by their duly authorized representatives on the dates indicated below.

International Transmission Company
By: 
Christine Mason Soneral
Its: Vice President & General Counsel -
Utility Operations

City of Novi
By: 
Robert J. Gatt
Its: Mayor
Dated: 7-2-12

Dated: _____

By: Maryanne Cornelius
Maryanne Cornelius
Its: City Clerk
Dated: 7-2-12

Grantor's Land:

Parcel No. 118 (Liber 4121 Pg. 503, Oakland County Records)

That part of the Southwest 1/4 of Section 17, Town 1 North, Range 8 East, described as: Beginning at the South 1/4 corner of said Section; thence northerly along the North and South 1/4 line of said Section, 676.80 feet to an iron; thence westerly along a line making a southwesterly angle of 89°49' 30" with the said North and South 1/4 line, 200.01 feet to an iron; thence southerly along a line parallel to the said North and South 1/4 line, 677.93 feet to an iron in the South line of said Section, said South Section line also being the centerline of Eleven Mile Road; thence easterly along the said South Section line and making a northeasterly angle of 89°30' with the said parallel line, 200.01 feet to the point of beginning. (Subject to the rights of the public in and to a public highway over that part of the above described parcel known as Eleven Mile Road.) RCF# 1016-8E

Parcel No. 119 (Liber 4118 Pg. 539, Oakland County Records)

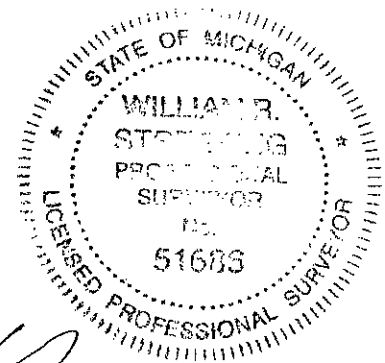
That part of the Southwest 1/4 of Section 17, Town 1 North, Range 8 East, described as: Beginning at the center of said Section; thence southerly along the North and South 1/4 line, 1,958.45 feet to an iron, said iron being 676.80 feet northerly of the South 1/4 corner of said Section; thence westerly along a line making a northwesterly angle of 90°10'30" with the said North and South 1/4 line, 200.01 feet to an iron; thence northerly along a line parallel with the said North and South 1/4 line, 1,957.93 feet to an iron in the East and West 1/4 line of said Section; thence easterly along the said East and West 1/4 line and making a southeasterly angle of 90°19'30" with the said parallel line, 200 feet to the point of beginning. RCF #1016-8D

Parcel No. 119A (Liber 5458 Pg. 108, Oakland County Records)

That part of the Southwest 1/4 of Section 17, Town 1 North, Range 8 East described as: Beginning at an iron in the East and West 1/4 Line of said Section, 200.00 feet westerly of the Center of said Section; thence westerly along said 1/4 Line 35.0 feet to an iron; thence southerly along a line making a southeasterly angle of 90°19'30" with said 1/4 Line, 1,957.85 feet to an iron, thence easterly along a line making a northeasterly angle of 89°49'30" with last described line 35.0 feet to an iron at the southwesterly corner of land obtained by The Detroit Edison Company by deed dated September 17, 1960 and recorded in Liber 4118, page 539, Oakland County Records; thence northerly along the westerly line of said The Detroit Edison Company land and making a northwesterly angle of 90°10'30" with last described line, 1,957.93 feet to the point of beginning. 19-5F

Bike Path Easement

Part of the Southwest 1/4 of Section 17, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 17; thence along the South line of said Section 17 and the centerline of Eleven Mile Road (66 foot wide right of way), S 87°09'09" W, 175.01 feet to the POINT OF BEGINNING of the centerline of the 14 foot wide Bike Path Easement to be described; thence along the centerline of the 14 foot wide Bike Path Easement, the following 5 courses; N 02°21'29" W, 640.44 feet; thence along the arc of a curve to the left, 35.76 feet, said curve has a radius of 120.00 feet, a central angle of 17°04'29", and a long chord which bears N 10°53'44" W, 35.63 feet; thence N 19°25'58" W, 134.22 feet; thence along the arc of a curve to the right, 35.76 feet, said curve has a radius of 120.00 feet, a central angle of 17°04'32", and a long chord which bears N 10°53'42" W, 35.63 feet; thence N 02°21'26" W, 179.98 feet; thence N 87°46'22" E, 225.00 feet to the Point of Terminus of said centerline.



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