

LAWN AND GARDEN LICENSE

**Licensors:** International Transmission Company, a Michigan corporation, 27175 Energy Way, Novi, MI 48377 ("ITC").

**Licensee:** Wayne and Nancy Martens  
24552 Nottingham Dr.  
Novi, MI 48374

**Premises:** That portion of ITC's land adjacent to property owned by Licensee located in, Novi Township, Oakland County, Michigan being adjacent to tax parcel id number 50-22-20-376-024

**License No:** NSI Site #2083, ITC License # 6L02014087

**Term:** This license is effective immediately and shall be renewed automatically on January 1 of each subsequent year unless otherwise terminated.

ITC hereby grants this License to Licensee to use the Premises for lawn and gardening purposes only, on the following terms and conditions:

1. No trees of any kind may be planted anywhere on the Premises. No shrubs may be planted within the "wire zone." The "wire zone" is the area beneath and between the electrical wires suspended from towers or poles together with the area extending 10 feet beyond the most outside wire on any tower or pole. Low growing shrubs and flowers may be planted outside the wire zone.
2. No fences may be located within the wire zone. Fences may be located more than 15 feet outside the wire zone with Licensor's prior written approval. Promptly following Licensor's request, Licensee shall remove permitted fences to accommodate Licensor's use of the Premises.
3. No motorized equipment may be stored on the Premises. Any equipment operated on the Premises shall at all times maintain a minimum vertical separation of 15 feet from any energized conductor, and a minimum horizontal separation of 15 feet from any tower leg, pole, guy, or other utility facility. If more stringent, MIOSHA standards shall be observed.
4. Hunting, trapping, baiting, hunting blinds, burning, fire pits, trampolines, play structures, swing sets, the operation or storage of motor vehicles, including without limitation, snowmobiles, motorcycles and all-terrain vehicles, storage sheds, or other buildings or structures, whether permanent or moveable, are not permitted on the Premises under any circumstances.
5. No forest products may be cut or removed from the Premises, without ITC's prior consent.
6. No berm or other grade change may be made on the Premises without ITC's prior written approval.
7. Licensee shall not be entitled to be reimbursed for the cost of Licensee's activities or to be compensated for the value, if any, of Licensee's activities on the Premises, despite any benefit to ITC.
8. No substance that is hazardous to human health or the environment, or the storage, treatment, or disposal of which is regulated by any governmental authority, may be used, stored, or disposed of on the Premises. Licensee shall indemnify Licensor from and against any and all claims, including fines and other penalties, resulting from violation of this paragraph by Licensee or Licensee's agents, invitees, employees, or contractors, and such agreement shall survive the termination of this License.
9. Licensee shall be responsible, at Licensee's sole expense, to remove thistles and noxious weeds from the Premises and to keep unplanted areas mowed if required by local ordinances.
10. The granting of this License shall in no means impair ITC's existing rights as the owner of the Premises, including ITC's right at any time to use and possess the Premises for any purpose, for example, including, but not limited to inspecting, maintaining, repairing, improving, enlarging, and removing its existing utility

facilities, clearing trees and brush from the Premises, including by chemical spraying, and constructing new facilities or allowing third parties to construct new facilities on the Premises. Licensee's use of the Premises shall at all times be subordinate to ITC's use, and ITC may at any time suspend this License and temporarily evict Licensee or limit Licensee's use of the Premises without liability to Licensee. Licensee assumes the risk of damage to Licensee's property or improvements on the property resulting from ITC's use of the Premises and waives all claims against ITC and agrees to hold ITC harmless for any such damage.

11. Licensee accepts the License with the Premises in its condition at present and from time to time hereafter and waives any and all claims Licensee may at any time have against ITC related to the condition of the Premises. Licensee also agrees to assume all liability for and to indemnify ITC from and against all claims for any type of 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 out of Licensee's use of the Premises.

12. In consideration of the fact that Licensee owns land adjoining the Premises, and subject to Paragraphs 13 and 14 below, Licensee may assign this License to any person to whom Licensee sells or transfers Licensee's land that adjoins the Premises. If Licensee (or any successors in title) does not expressly assign this License to such person, then this License will automatically pass to subsequent owners of Licensee's adjoining land if and when any such owner enters and uses the Premises, and such subsequent owners, by entering and using the Premises, shall be considered to have accepted the terms and conditions of this License. Licensee shall give notice of assignment or transfer of ownership of Licensee's adjoining land to ITC's Real Estate Specialist at 248-946-3518. ITC may, at its option, require any such subsequent owner to execute a new License. Licensee may not assign this License to anyone other than the person to whom Licensee sells or transfers Licensee's adjoining land.

13. This License will automatically terminate if and when Licensor sells the Premises. Otherwise, this License will continue until either ITC or Licensee terminates it.

14. Either ITC or Licensee may terminate this License at any time by giving the other written notice of termination. Notice of termination shall be given to the address indicated above or such other address as ITC or Licensee hereafter specifies in writing to the other. Notice of termination will be effective upon personal delivery or mailing by first-class mail.

15. Upon termination of this License, Licensee shall promptly remove Licensee's property from the Premises and cease using the Premises. Licensee will be deemed to have abandoned personal property that Licensee has not removed within 10 days following termination.

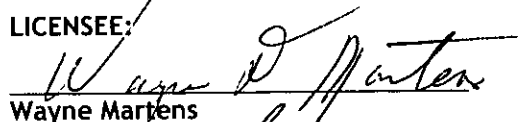
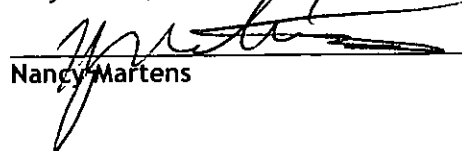
16. This License is given subject to any existing leases, licenses, easements and other interests in the Premises, whether or not of record. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests relating to the Premises, and to comply with other requirements of such existing leases, licenses, easements, and other instruments.

INTERNATIONAL TRANSMISSION COMPANY



By: Christine Mason Soneral  
Its Vice President and General Counsel - Utility Operations

LICENSEE:

  
Wayne Martens  
Nancy Martens

Records Center File No.: 1016-8F

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