

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2012 JAN 26 AM 8:25

20913  
LIBER 43813 PAGE 689  
\$85.00 MISC RECORDING  
\$4.00 RENOVATIONATION  
02/06/2012 01:47:09 P.M. RECEIPT# 10160  
PAID RECORDED - OAKLAND COUNTY  
BILL BULLARD JR, CLERK/REGISTER OF DEEDS

## AGREEMENT FOR CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This AGREEMENT FOR CONSERVATION EASEMENT (the "*Agreement*") is dated January 5, 2012, and is by and between International Transmission Company, a Michigan corporation whose address is 27175 Energy Way, Novi, Michigan 48377 (the "*Grantor*") and the Michigan Department of Environmental Quality, whose address is P.O. Box 30458, Lansing, Michigan 48909-7958 or Constitution Hall, 2<sup>nd</sup> Floor South, 525 West Allegan Street, Lansing, Michigan 48933 ("*DEQ*" or "*Grantee*");

### RECITALS

WHEREAS, the Grantor is the fee simple title holder of real property located in the City of Novi, Oakland County, State of Michigan, legally described in Exhibit A ("*Grantor's Land*"); and

WHEREAS, the DEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); and

WHEREAS, Grantor has applied for a permit (MDNRE File Number 06-63-0309-P) (the "*Permit*") pursuant to Part 303 of the NREPA to authorize activities that will impact regulated wetlands; and

WHEREAS, the DEQ evaluated the Permit application and determined that the Permit could be authorized for certain activities within regulated wetlands provided certain conditions are met; and

WHEREAS, as a condition of the above-referenced Permit, Grantor has agreed to grant the DEQ a conservation easement (the "*Conservation Easement*") over certain portions of Grantor's Land that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the areas as shown on, and as legally described in, Exhibit B hereto (the "*Easement Premises*");

ACCORDINGLY, in consideration of the mutual promises contained herein, Grantor conveys this Conservation Easement to Grantee, forever and in perpetuity, as set forth herein, pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation

O.K.-A.N.

Easement, of the NREPA, MCL 324.2140 *et seq.*, on the terms and conditions stated below.

### COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. The purpose of the Conservation Easement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises consistent with the Permit and the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.

2. Except as authorized under the Permit as issued on March 13, 2007 or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from altering or developing the Easement Premises in any way. This includes, but is not limited to:

- a) Alteration of the topography;
- b) Creation of paths, trails, or roads;
- c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 *et seq.*, as amended;
- d) Dredging, removal, or excavation of any soil or minerals;
- e) Drainage of surface or groundwater;
- f) Construction or placement of any structure;
- g) Plowing, tilling, or cultivating the soils or vegetation;
- h) Alteration or removal of vegetation, including the planting of non-native species;
- i) Ranching; grazing; farming;
- j) Construction of unauthorized utility or petroleum lines;
- k) Storage or disposal of garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-hazards or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Easement Premises;
- l) Use or storage of off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
- m) Placement of billboards or signage, except as otherwise allowed in the Permit or this Agreement;

- n) Use of the wetland for the dumping of untreated stormwater at a volume that adversely impacts the hydrology of the wetland.

3. Notwithstanding anything to the contrary contained in Section 2 herein:

a) It is understood and agreed that Grantee's rights under this Conservation Easement are subject to Grantor's rights to construct, reconstruct, add to, operate and maintain overhead electric transmission, distribution and communication lines and associated equipment, including poles and towers, anywhere within the Easement Premises subject to DEQ permits, if applicable, or as otherwise permitted herein.

b) It is also understood and agreed that Grantor currently has existing high voltage electric transmission lines located on Grantor's Land as shown in Exhibit C and described below:

**Transmission Line A** consists of a double circuit electric transmission line on steel towers located east of and adjacent to Conservation Easement #5 with a 230 kV circuit on the west side of the towers and a 120 kV circuit on the east side of the towers. The width of the corridor (including additional tree rights) is approximately 170 feet, approximately 85 feet on each side of the centerline of the towers.

**Transmission Line B** consists of a double circuit transmission line with two 120 kV circuits continuing south from Transmission Line A located south of Quaker Station, being east of and adjacent to Conservation Easement #1. The width of Transmission Line B (including additional tree rights) is approximately 150 feet.

**Transmission Line C** consists of a wood pole line approximately fifty (50) feet wide (as shown in Exhibit C2) with no additional tree rights south of the electric line itself.

**Transmission Line D** consists of a 345 kV electric transmission line on steel towers over a width of approximately 200 feet (including additional tree rights)

c) It is also understood and agreed that Grantor reserves unto itself, its successors and assigns the right to clear and keep clear of trees the land below and adjacent to each of these transmission lines, as follows:

**Transmission Lines A, B and D:**

Said tree clearing rights shall include the right to inspect its transmission line corridors and to cut down or remove all incompatible trees, bushes and brush found in the transmission line corridors or in the adjacent tree rights areas. Said inspection and line clearance can be done on an "as-needed" basis as determined by Grantor.

**Transmission Line C:**

Line maintenance shall include the right to inspect the transmission line corridor as needed and to cut down or remove all incompatible trees, bushes and brush

found in the fifty (50) foot wide strip of land immediately south of the centerline of Transmission Line C, said centerline being as described in Exhibit C2.

**However, It is understood and agreed that there shall be no trimming or cutting done in the portion of Conservation Easement #6 located south of the 50-foot wide Transmission Line C corridor.**

d) Grantor also reserves unto itself, its successors and assigns the following uses over the Easement Premises:

- (i) The right to replace the existing 120 kV wood pole line (Transmission Line C) with a double circuit line on steel poles.
- (ii) Future overhang and vegetation management rights in the 50 foot corridor for Transmission Line C in the event a second circuit is added, including the installation of steel poles, provided that said steel poles are located on the existing centerline described above.
- (iii) The right to increase the voltage of the double circuits in Transmission Line B to 230 kV.
- (iv) Development of a proposed pedestrian walking path to be located in Conservation Easements No. 1, 2 and 3 as described in the DEQ Permit.

Except as described herein, any other cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee and only for the following purposes: i) to eliminate danger to health and safety; ii) to reduce a threat of infestation posed by diseased vegetation; iii) to control invasive non-native plant species that endanger the health of native species; or iv) as otherwise provided in the DEQ approved Management Plan for the Easement Premises.

e) The Grantor desires to manage, use, and maintain such trails on the Property as existing at the time of this Conservation Easement as shown in the Exhibit C site map, to allow public access through the Easement Premises. Grantor shall be allowed to seek further permits for additional walking paths, wetland observation platforms and wetland community boardwalks, etc. within the Easement Premises. These activities may only be authorized at the Grantee's sole discretion and with written approval of plans for such activities and, if applicable, issuance of a permit under Michigan law.

4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes; or natural disasters such as unintentional fires, floods, storms, or natural earth movement.

5. Grantor may perform activities within the Easement Premises consistent with those activities outlined in Section 3 above and the Permit or the mitigation

requirements. Grantor shall provide 5 days notice of undertaking any mitigation activity even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project, or this Agreement, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.

6. Grantor warrants that it has good and sufficient title to the Easement Premises described in Exhibit B based solely on the Commitment of Title Insurance to be issued by Sheehan Title Insurance Corporation in the amount of \$100,000.00 guaranteeing Grantor's title to the Easement Premises.

7. Grantor warrants, based solely on the Commitment of Title Insurance as provided to DEQ, that all other existing interests or encumbrances in the Easement Premises have been disclosed to the DEQ.

8. Grantor warrants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of, or deposited in or on the Easement Premises since the time of Grantor's acquisition of the Grantor's Land. "*Knowledge*" as used here refers to the actual knowledge of the Grantor's signatory signing solely in his/her capacity as an officer of the Grantor at the time of the execution of this Agreement.

9. This Conservation Easement does not grant or convey to Grantee or members of the general public any rights of possession or use of the Easement Premises or Grantor's Land.

10. Grantor shall continue to have all rights and responsibilities as owner of the Easement Premises and Grantor's Land. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Premises, to the extent such upkeep and maintenance may be required by law.

11. Grantee shall not interfere with Grantor's operations. In the event Grantee, its authorized employees or agents need to access the Easement Premises in order to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit, or for the purpose of taking corrective actions for failure to comply with such conditions, Grantee shall first provide written notice to Grantor of such need and request permission to access Grantor's Land and the Easement Premises. Grantor shall promptly thereafter provide such access to Grantee. At any time that Grantee is on Grantor's Land or the Easement Premises, Grantor may require that Grantee be escorted and overseen by one of Grantor's employees. Grantee may cross and enter onto Grantor's Land in order to access the Easement Premises by use of Grantor's main driveway as shown in Exhibit D.

If Grantee desires to enter the Easement Premises for purposes of taking corrective actions, Grantor shall be provided with 30 days prior written notice in order to give Grantor the opportunity to cure the failure to comply.

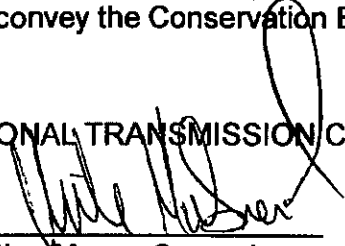
12. This Conservation Easement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
13. This Agreement may be modified only in writing. Any modification shall be consistent with the purpose and intent of the Conservation Easement.
14. In addition to the right of the parties to enforce this Agreement, it is also enforceable by others against the Grantor in accordance with Part 21, Subpart 11 of the NREPA, MCL 324.2140 *et seq.*, as amended.
15. Grantor shall indicate the existence of this Conservation Easement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.
17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
19. This Agreement shall be construed in accordance with Michigan law. All legal action related to this Agreement must be filed and pursued in Michigan state courts [or the federal district courts located in the state of Michigan].
20. In addition to the terms of the Permit issued by Grantee, this Agreement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
21. Within 90 days after this Agreement is executed by both parties, Grantor shall place and maintain at Grantor's expense, signs, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises, or as otherwise provided in the Permit.
22. The terms 'Grantor' and 'Grantee' wherever used in this Agreement, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors and assigns, and the above-named Grantee and its successors and assigns.
23. The DEQ shall record this Conservation Easement with the Oakland County Register of Deeds.

*[Signatures and Acknowledgements on following pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. In signing this Agreement, the signatory warrants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

**GRANTOR:**

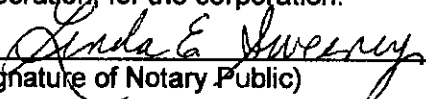
INTERNATIONAL TRANSMISSION COMPANY

By: 

Christine Mason Seneral

Its: Vice President and General Counsel-Utility Operations

Acknowledged before me in Oakland County, Michigan, on JANUARY 5 2012, by Christine Mason Seneral, Vice President and General Counsel of Utility Operations, of International Transmission Company, a Michigan corporation, for the corporation.

  
(Signature of Notary Public)

LINDA E. SWEENEY  
(Typed or Printed name of Notary Public)

Acting in: Oakland County, Michigan

My Commission Expires: 5/26/2015


MY COMMISSION IS IN WAYNE COUNTY.

**GRANTEE:**

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY WATER RESOURCES DIVISION

  
William Creal, Division Chief

The foregoing instrument was acknowledged before me in Ingham County, Michigan, this 18<sup>th</sup> day of January, 2012 by William Creal, Division Chief, Water Resources Division, State of Michigan, on behalf of the Michigan Department of Environmental Quality.

  
(Signature of Notary Public)

Laura Smith  
(Typed or Printed name of Notary Public)

Acting in: Ingham County, Michigan

My Commission Expires: 8-2-17

LAURA SMITH  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires Aug. 2, 2017  
Acting in the County of Ingham

<p>Drafted by: William L. Logan, Esq. (P54771) Law Office of William L. Logan, PLLC 313 Droste Circle East Lansing, MI 48823</p>	<p>After Recording, Return To: Michigan Department of Environmental Quality Water Resources Division Constitution Hall, 2<sup>nd</sup> Floor South P.O. Box 30458 Lansing, Michigan 48909-7958</p>
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## **LIST OF ATTACHED EXHIBITS**

**Exhibit A:** A legal description (and drawing) of the Grantor's Land, inclusive of the Easement Premises.

**Exhibit B:** A legal description (and drawings) of the Easement Premises.

**Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks such as nearby roads to clearly identify the easement site, including the approximate locations of existing high voltage transmission lines.

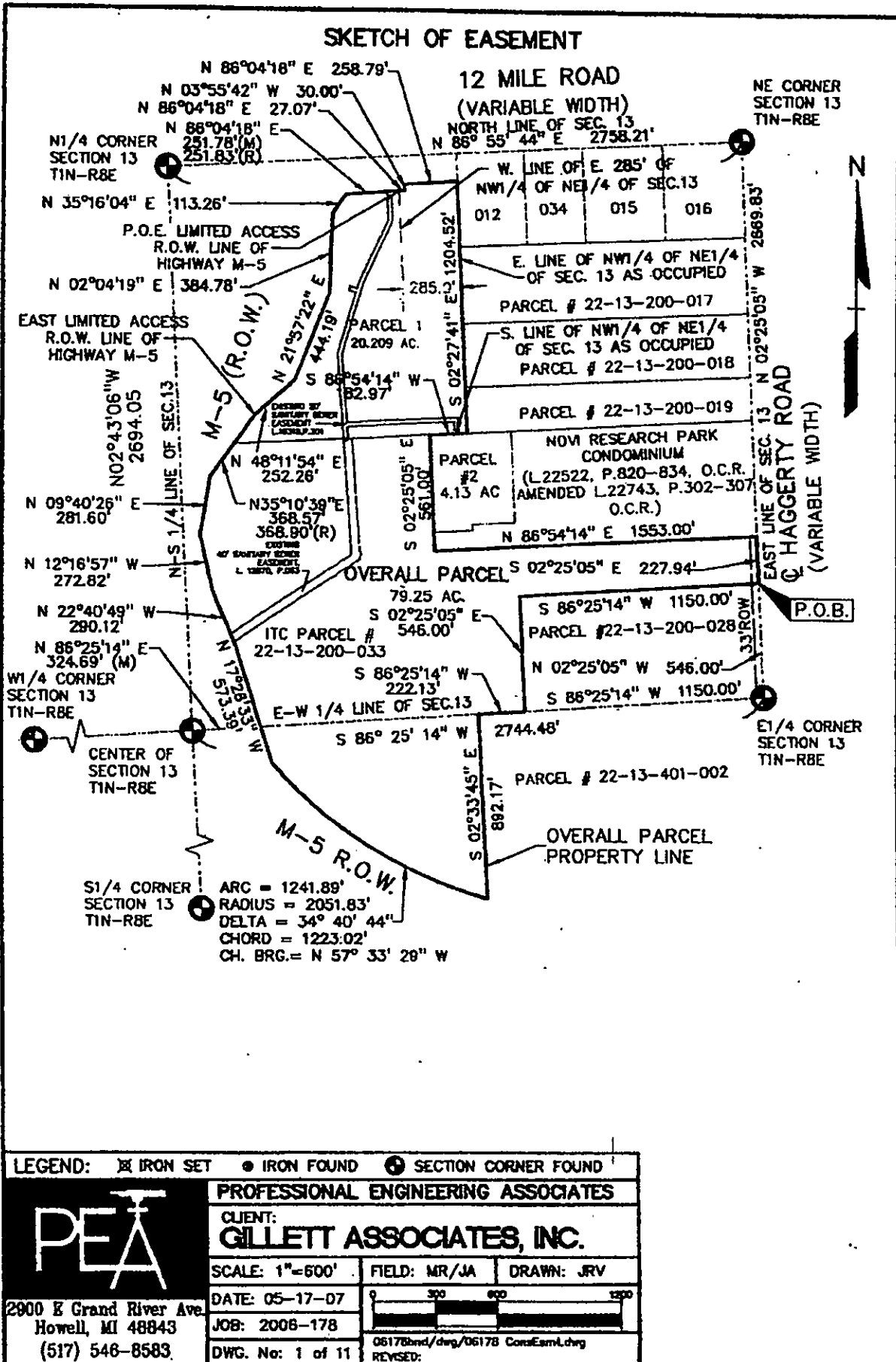
**Exhibit C2:** A survey of Transmission Line C.

**Exhibit D:** A map that indicates the ITC Main Driveway for entry onto and across the Grantor's Land in order to access the Easement Premises.





# EXHIBIT A

## SKETCH OF EASEMENT



LEGEND:  $\otimes$  IRON SET     $\bullet$  IRON FOUND     $\oplus$  SECTION CORNER FOUND

			PROFESSIONAL ENGINEERING ASSOCIATES		
			CLIENT: <b>GILLETT ASSOCIATES, INC.</b>		
SCALE: 1"=600'	FIELD: MR/JA	DRAWN: JRV			
DATE: 05-17-07					
JOB: 2006-178	06178bnd/dwg/06178 ConsEsmL.dwg				
DWG. No: 1 of 11	REVISED:				

2000 E Grand River Ave.  
Howell, MI 48843  
(517) 546-8583

## SKETCH OF EASEMENT



### LEGAL DESCRIPTIONS:

#### OVERALL PARCEL

Part of the East 1/2 of Section 13, T1N-RBE, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 546.00 feet to the POINT OF BEGINNING; thence S 86°25'14" W, 1150.00 feet; thence S 02°25'05" E, 546.00 feet to a point on the East-West 1/4 line of Section 13; thence along said East-West 1/4 line, S 86°25'14" W, 222.13 feet; thence S 02°33'45" E, 892.17 feet to a point on the Easterly Right-of-Way line of Limited Access State Highway M-5; thence along said Easterly Right-of-Way line the following eleven (11) courses: 1) 1241.89 feet along a curve to the right, said curve having a radius of 2051.83 feet, a central angle of 34°40'44", and a chord which bears N 57°33'29" W, 1223.02 feet, 2) N 17°26'33" W, 573.39 feet, 3) N 22°40'49" W, 290.12 feet, 4) N 12°16'57" W, 272.82 feet, 5) N 09°40'26" E, 281.60 feet, 6) N 35°10'39" E, 368.57 feet (recorded as 368.90 feet), 7) N 48°11'54" E, 252.26 feet, 8) N 21°57'22" E, 444.19 feet, 9) N 02°04'19" E, 384.78 feet, 10) N 35°16'04" E, 113.26 feet, and 11) N 86°04'18" E, 251.78 feet (recorded as 251.83 feet) to a point on the West line of the Easterly 285 feet of the Northwest 1/4 of the Northeast 1/4 of Section 13, and the Point of Ending of said Limited Access Right-of-Way line; thence N 86°04'18" E, 27.07 feet; thence N 03°55'42" W, 30.00 feet; thence N 86°04'18" E, 258.79 feet to a point on the East line of Northwest 1/4 of the Northeast 1/4 of Section 13 as occupied; thence along said East line of the Northwest 1/4 of the Northeast 1/4, S 02°27'41" E, 1204.52 feet to a point on the South line of the Northwest 1/4 of the Northeast 1/4 as occupied, point also being on the North line of Novi Research Park Condominium (L22522, P.820-834, O.C.R. amended L22743, P.302-307, O.C.R.); thence along said line, S 86°54'14" W, 182.97 feet; thence along the West line of said Novi Research Park Condominium, S 02°25'05" E, 561.00 feet; thence along the south line of said Novi Research Park Condominium, N 86°54'14" E, 1553.00 feet to a point on the East line of said Section 13 and the centerline of said Haggerty Road; thence along said East line, S 02°25'05" E, 227.94 feet to the POINT OF BEGINNING. Containing 79.25 acres of land and subject to any easements or restrictions of record.

22-13-200-037  
-033

	<b>PROFESSIONAL ENGINEERING ASSOCIATES</b>		
	CLIENT: <b>GILLETT ASSOCIATES, INC.</b>		
	SCALE: NO SCALE	FIELD: MR/JA	DRAWN: JRV
	DATE: 05-17-07		
2900 E Grand River Ave. Howell, MI 48843 (517) 546-8583	JOB: 2006-178	06178bnd/dwg/06178 ConsEsmt.dwg REVISED:	
	DWG. No: 8 of 11		

**EXHIBIT B  
EASEMENT AREAS**

# SKETCH OF EASEMENT

12 MILE ROAD  
(VARIABLE WIDTH)  
NORTH LINE OF SEC. 13

NE CORNER  
SECTION 13  
TIN-RBE

N1/4 CORNER  
SECTION 13  
TIN-RBE

P.O.E. LIMITED ACCESS  
R.O.W. LINE OF  
HIGHWAY M-5

E. LINE OF NW1/4 OF NE1/4  
OF SEC. 13 AS OCCUPIED

EAST LIMITED ACCESS  
R.O.W. LINE OF  
HIGHWAY M-5

S. LINE OF NW1/4 OF NE1/4  
OF SEC. 13 AS OCCUPIED

M-5 (R.O.W.)  
M-5 1/4 LINE OF SEC. 13

EAST LINE OF SEC. 13  
C. HAGGERTY ROAD  
(VARIABLE WIDTH)

W1/4 CORNER  
SECTION 13  
TIN-RBE

CENTER OF  
SECTION 13  
TIN-RBE

OVERALL PARCEL  
79.29 AC.

E1/4 CORNER  
SECTION 13  
TIN-RBE

S1/4 CORNER  
SECTION 13  
TIN-RBE

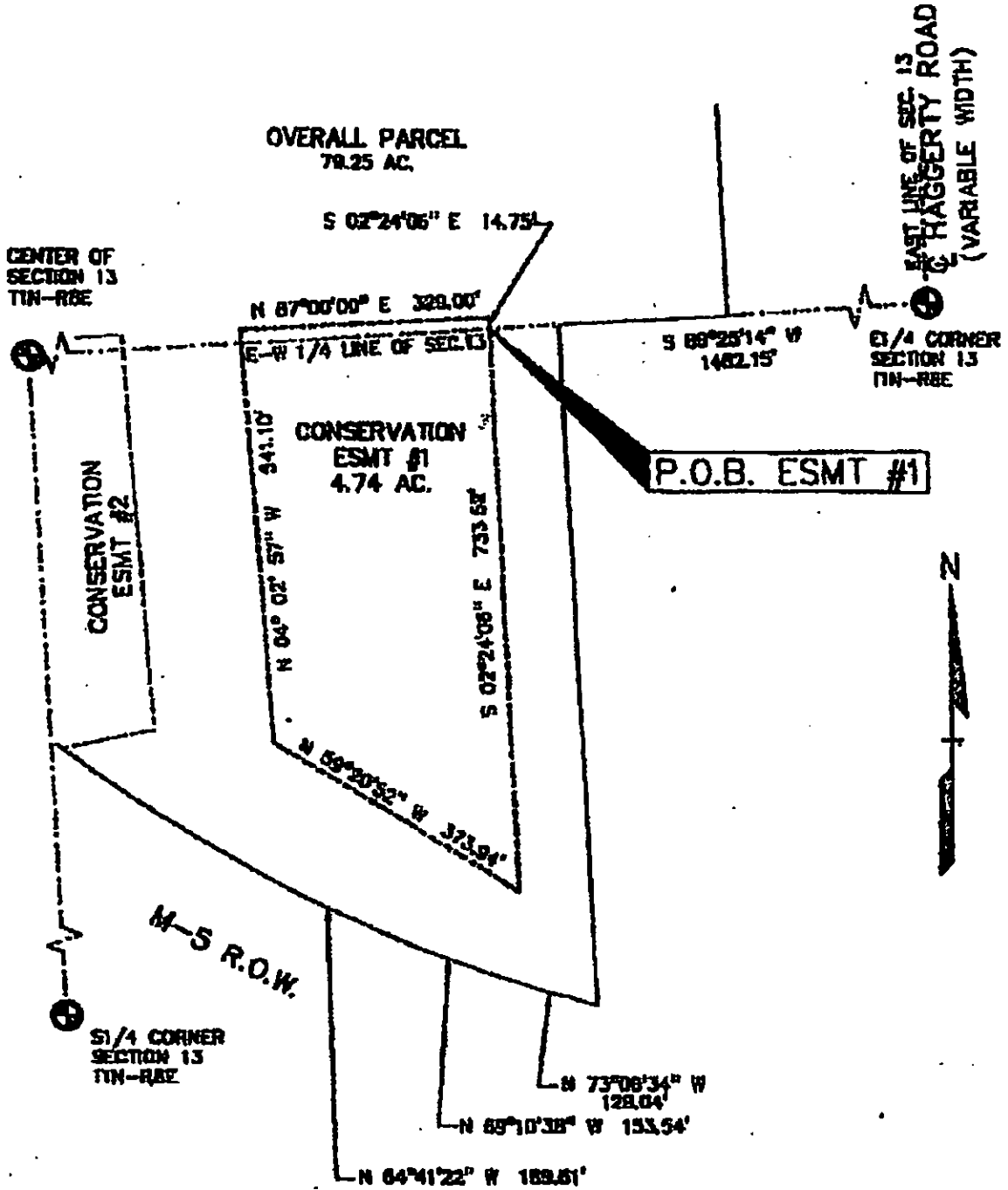
M-5 R.O.W.

CONSERVATION ESMT #1



<b>LEGEND:</b> X IRON SET    ● IRON FOUND    ⊕ SECTION CORNER FOUND		
<b>PROFESSIONAL ENGINEERING ASSOCIATES</b>		
<b>CLIENT:</b> <b>GILLETT ASSOCIATES, INC.</b>		
<b>SCALE:</b> 1"=600'	<b>FIELD:</b> MR/JA	<b>DRAWN:</b> JRV
<b>DATE:</b> 06-17-07		
<b>JOB:</b> 2006-178	<b>DWG. No:</b> 2 of 13	
<b>2900 E Grand River Ave. Howell, MI 48843 (517) 546-8583</b>	<small>06/18/06/eng/06/17/08 Cons.Dwg. 0-4 REVISED: 6-18-08</small>	

# SKETCH OF CONSERVATION EASEMENT #1

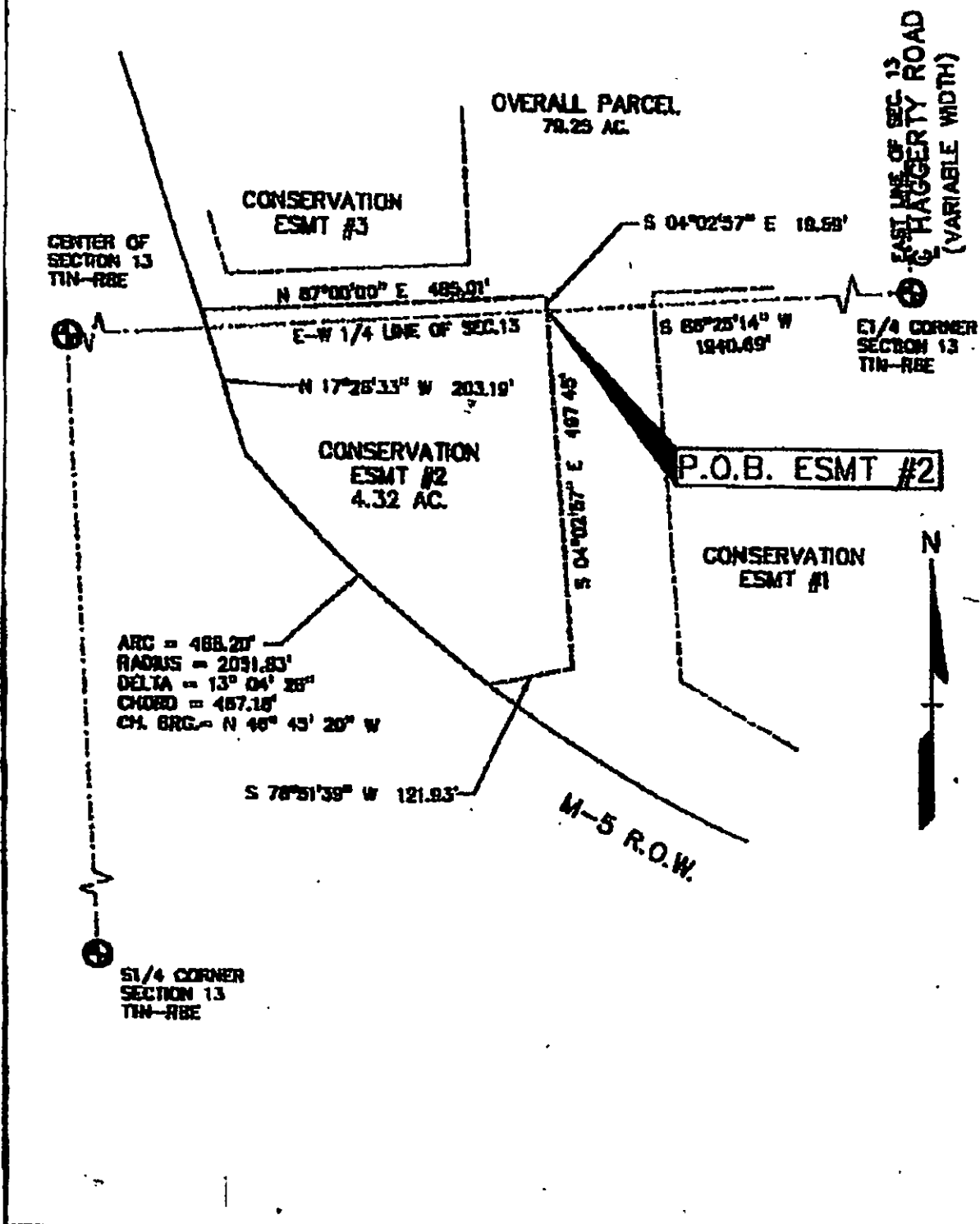


<b>LEGEND:</b> X IRON SET    ● IRON FOUND    ⊙ SECTION CORNER FOUND		
<b>PROFESSIONAL ENGINEERING ASSOCIATES</b>		
<b>CLIENT:</b> GILLET ASSOCIATES, INC.		
SCALE: 1"=200'	FIELD: MR./JA	DRAWN: JRV
DATE: 05-17-07		
JOB#: 2005-178	DRAWN/CHK'D/DATE: [Blank] / [Blank] / [Blank]	
DWG. No: 3 of 13	REVISIONS: 4-10-08	

**PEA**

2800 E Grand River Ave.  
Howell, MI 48843  
(517) 548-8583

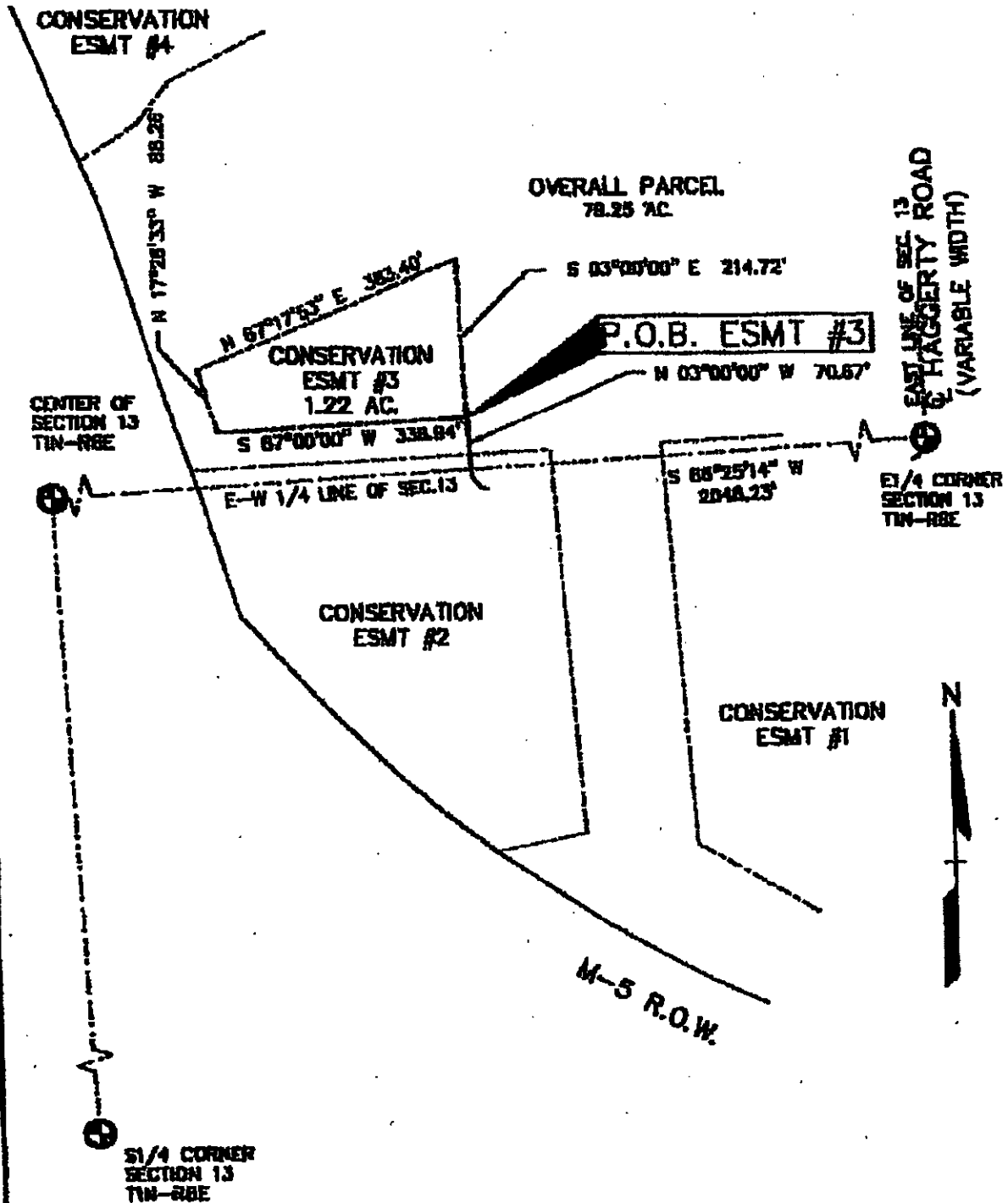
# SKETCH OF CONSERVATION EASEMENT #2



<b>LEGEND:</b> $\times$ IRON SET $\bullet$ IRON FOUND $\oplus$ SECTION CORNER FOUND			
<b>PROFESSIONAL ENGINEERING ASSOCIATES</b>			
<b>CLIENT:</b> <b>GILLETT ASSOCIATES, INC.</b>			
<b>SCALE:</b> 1"=200'	<b>FIELD:</b> MR/JA	<b>DRAWN:</b> JRV	
<b>DATE:</b> 05-17-07			
<b>JOB:</b> 8006-178	<b>DATE PLOTTED:</b> 05/27/07		
<b>DRAWING No:</b> 4 of 13	<b>DATE:</b> 05/27/07		

**PEA**  
2800 E Grand River Ave.  
Howell, MI 48849  
(517) 548-8883

# SKETCH OF CONSERVATION EASEMENT #3



**LEGEND:**  $\square$  IRON SET    $\bullet$  IRON FOUND    $\odot$  SECTION CORNER FOUND

**PROFESSIONAL ENGINEERING ASSOCIATES**

**CLIENT:**  
**GILLET ASSOCIATES, INC.**

**SCALE:** 1"=200'   **FIELD:** MR/JA   **DRAWN:** JRV

**DATE:** 05-17-07

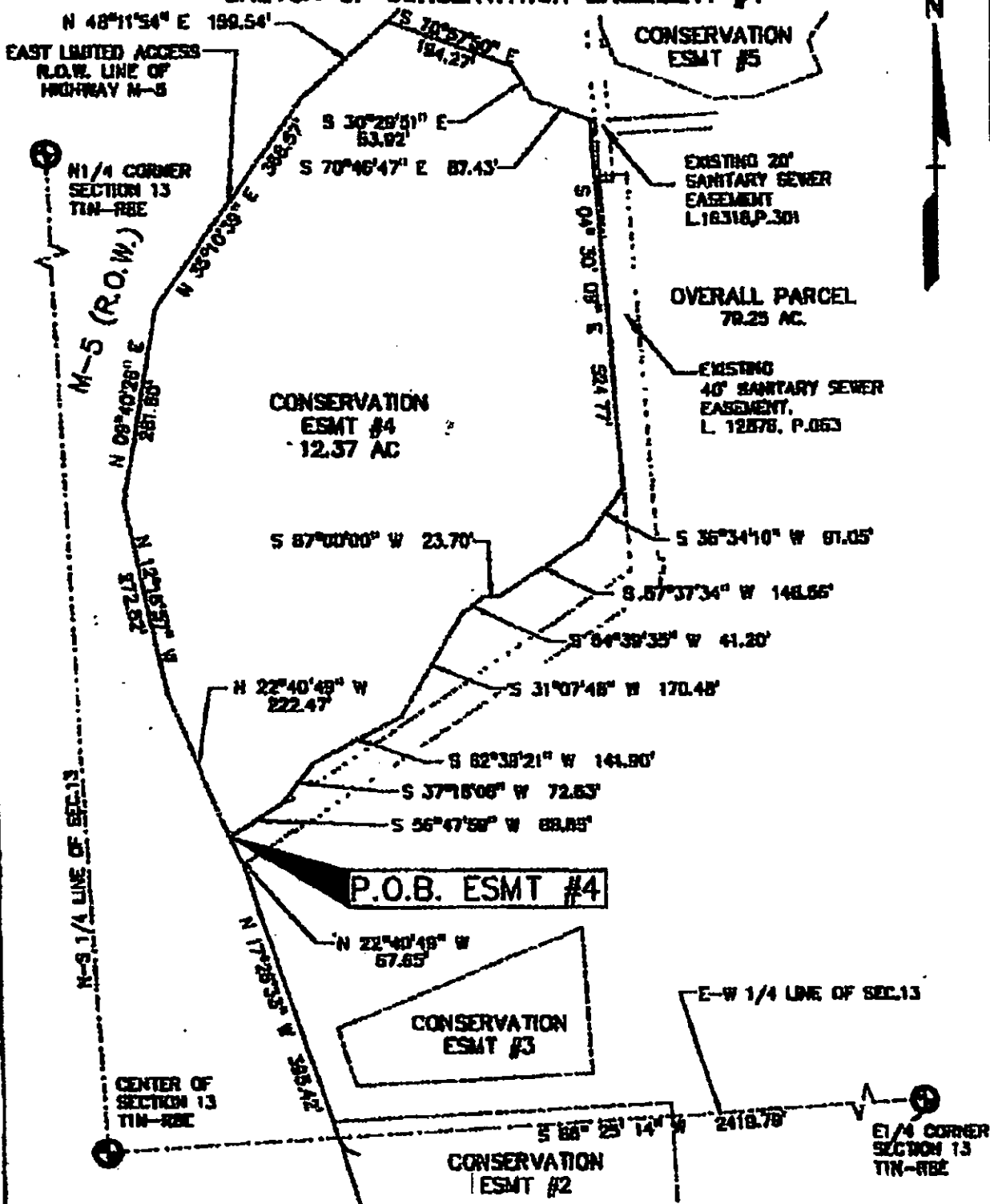
**JOB:** 2008-178

**DWG. No:** 5 of 13

**2000 E Grand River Ave.**  
**Howell, MI 48843**  
**(517) 648-8883**

**DATE PLOTTED:** 4-18-08

# SKETCH OF CONSERVATION EASEMENT #4



<b>LEGEND:</b> $\square$ IRON SET $\bullet$ IRON FOUND $\odot$ SECTION CORNER FOUND		
<b>PROFESSIONAL ENGINEERING ASSOCIATES</b>		
CLIENT: <b>GILLETT ASSOCIATES, INC.</b>		
SCALE: 1"=200'	FIELD: MR/JA	DRAWN: JRV
DATE: 06-17-07		
JOB: 2006-178		

PEA

2000 E Grand River Ave.  
 Howell, MI 48849



**SKETCH OF CONSERVATION EASEMENT #5**

N1/4 CORNER  
SECTION 13  
T1N-R2E

**12 MILE ROAD  
(VARIABLE WIDTH)**

NE CORNER  
SECTION 13  
T1N-R2E

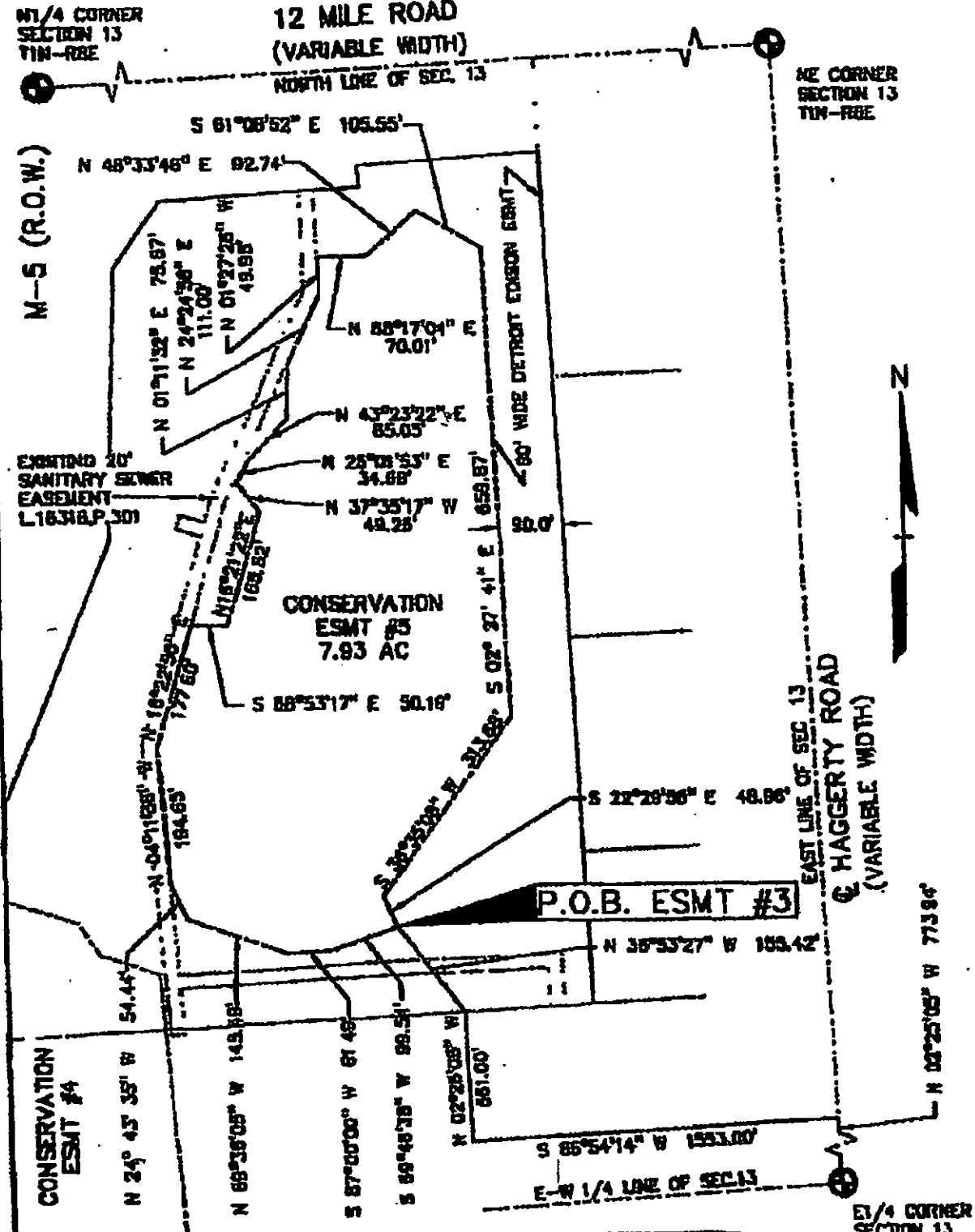
M-5 (R.O.W.)

EXTENDED 30'  
SANITARY SEWER  
EASEMENT  
L1634&P.301

**CONSERVATION  
ESMT #5  
7.93 AC**

**P.O.B. ESMT #3**

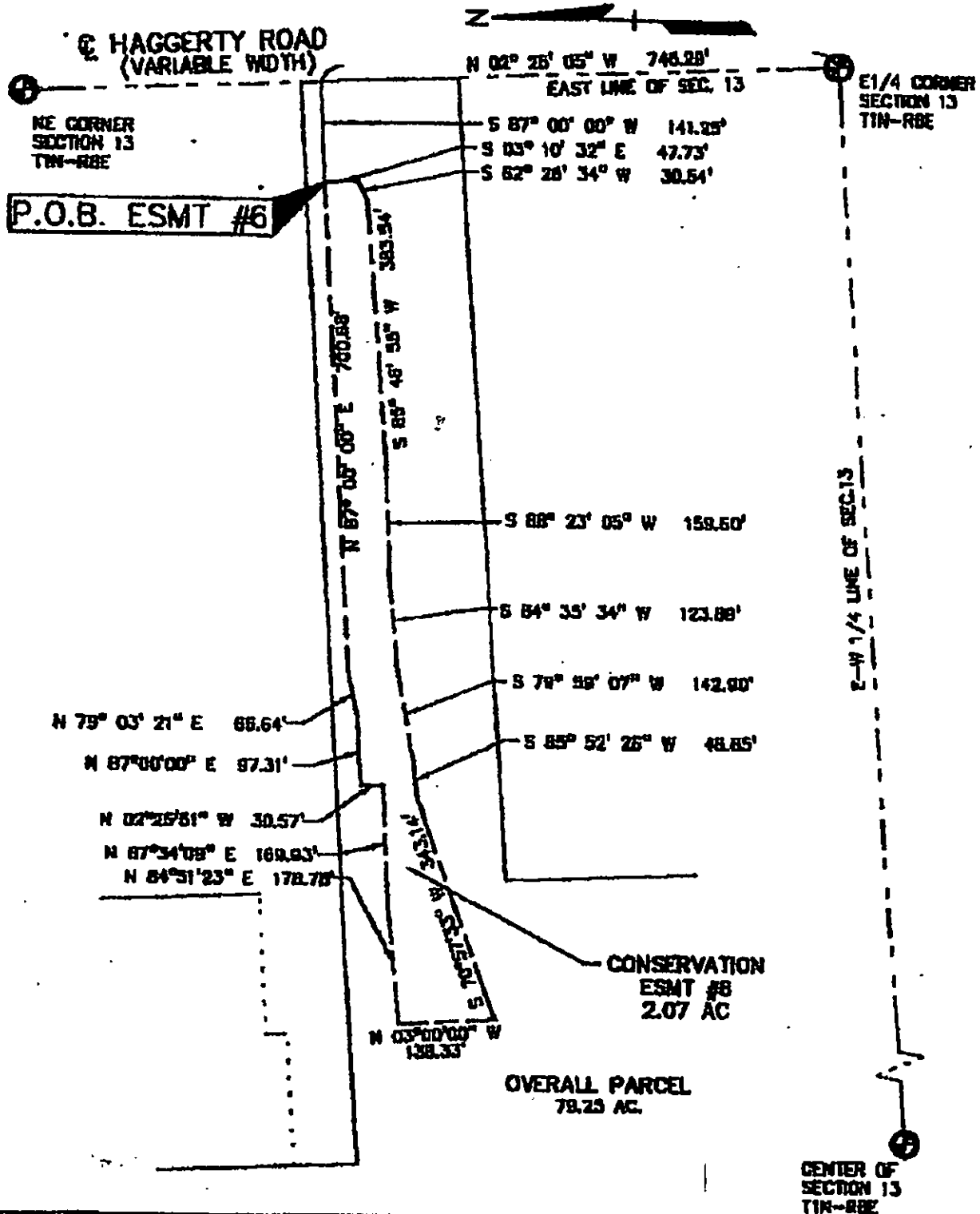
**HAGGERTY ROAD  
(VARIABLE WIDTH)**



**LEGEND:** M IRON SET    ● IRON FOUND    ⊙ SECTION CORNER FOUND

			PROFESSIONAL ENGINEERING ASSOCIATES		
			CLIENT: <b>GILLETT ASSOCIATES, INC.</b>		
SCALE: 1"=200'	FIELD: MR./JA	DATE: 05-17-07	DRAWN: JRV		
2000 N Grand River Ave. Novi, MI 48843		JOB: 2005-178			

# SKETCH OF CONSERVATION EASEMENT #6



**LEGEND:** IRON SET IRON FOUND SECTION CORNER FOUND

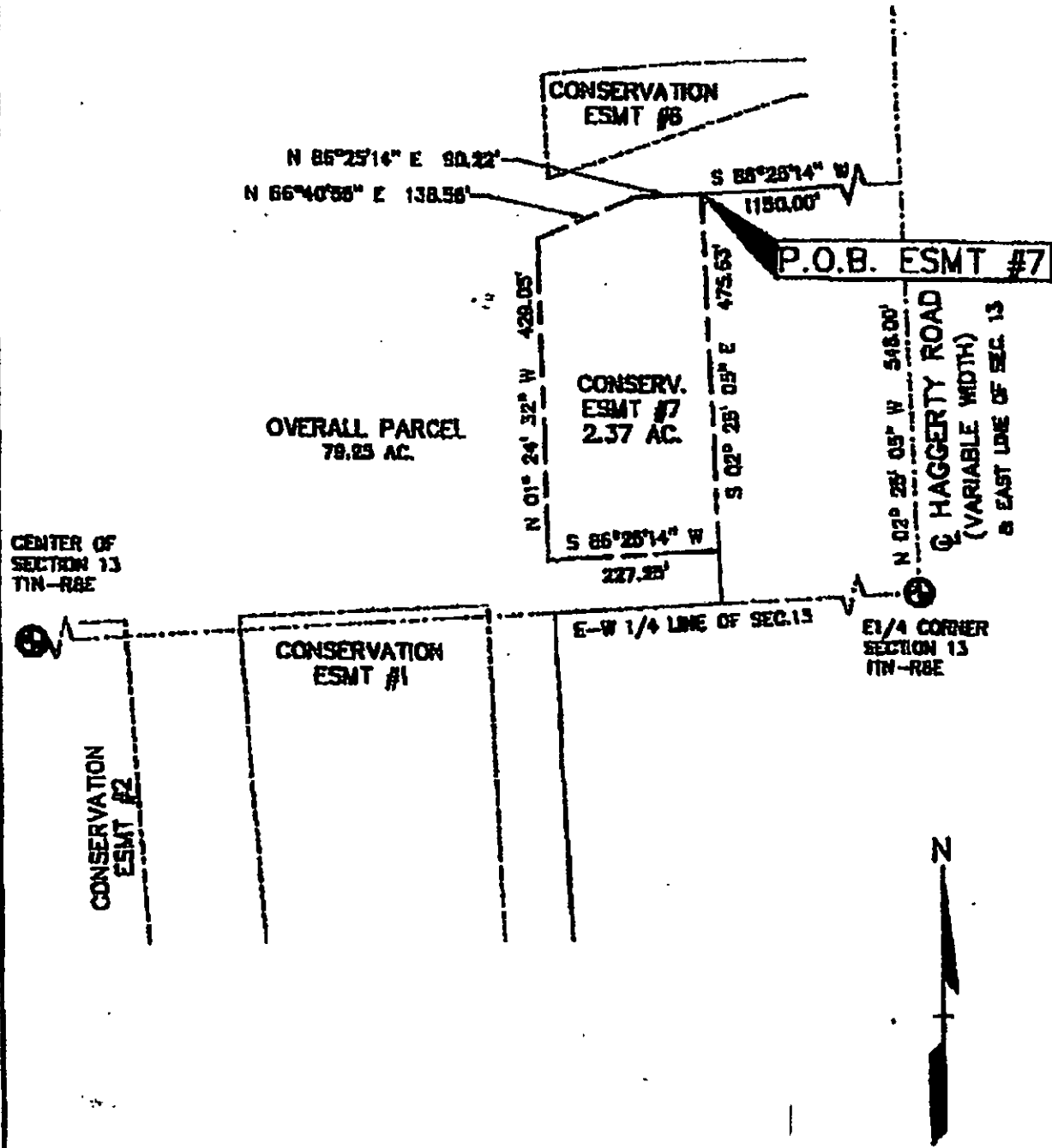
**PROFESSIONAL ENGINEERING ASSOCIATES**

CLIENT:  
**GILLETT ASSOCIATES, INC.**

SCALE: 1"=200'	FIELD: MR/IA	DRAWN: JRV
DATE: 05-17-07		
JOB: 2006-178	Dwg. No: B of 13	

2800 R Grand River Ave.  
Howell, MI 48845  
(817) 646-8583

# SKETCH OF CONSERVATION EASEMENT #7



<b>LEGEND:</b> $\square$ IRON SET $\bullet$ IRON FOUND $\odot$ SECTION CORNER FOUND		
<b>PROFESSIONAL ENGINEERING ASSOCIATES</b>		
CLIENT: <b>GILLET ASSOCIATES, INC.</b>		
SCALE: 1"=200'	FIELD: MR/JA	DRAWN: JRV
DATE: 05-17-07		
JOB: 2006-178	<small>064782nd/Reg/051708 ConSurf.dwg</small>	

**PEA**

2800 E Grand River Ave.  
Howell, MI 48843  
734.915.6400

## SKETCH OF EASEMENT

**LEGAL DESCRIPTIONS:**

**CONSERVATION EASEMENT #1**

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East-West 1/4 line of said Section 13, S 86°25'14" W, 1462.15 feet to the POINT OF BEGINNING; thence S 02°24'06" E, 733.52 feet; thence N 59°20'52" W, 373.94 feet; thence N 04°02'57" W, 541.10 feet; thence N 87°00'00" E, 329.00 feet; thence S 02°24'06" E, 14.75 feet to the POINT OF BEGINNING. Containing 4.74 acres.

*pt. 22-13-200-033*

**CONSERVATION EASEMENT #2**

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East-West 1/4 line of said Section 13, S 86°25'14" W, 1940.69 feet to the POINT OF BEGINNING; thence S 04°02'57" E, 487.45 feet; thence S 78°51'39" W, 121.93 feet to a point on the easterly line of limited access highway M-5 (variable width); thence along said easterly line the following two (2) course: 1) 468.20 feet along a curve to the right, said curve having a radius of 2051.83 feet, a central angle of 13°04'26", and a chord which bears N 46°45'20" W, 467.18 feet, and 2) N 17°26'33" W, 202.19 feet; thence N 87°00'00" E, 485.01 feet; thence S 04°02'57" E, 19.59 feet to the POINT OF BEGINNING. Containing 4.32 acres.

*pt. 22-13-200-033*

**CONSERVATION EASEMENT #3**

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East-West 1/4 line of said Section 13, S 86°25'14" W, 2048.23 feet; thence N 03°00'00" W, 70.67 feet to the POINT OF BEGINNING; thence S 87°00'00" W, 338.84 feet; thence N 17°26'33" W, 88.28 feet; thence N 67°17'53" E, 383.40 feet; thence S 03°00'00" E, 214.72 feet to the POINT OF BEGINNING. Containing 1.22 acres.

*pt. 22-13-200-033*

	<b>PROFESSIONAL ENGINEERING ASSOCIATES</b>		
	CLIENT: <b>GILLETT ASSOCIATES, INC.</b>		
	SCALE: NO SCALE	FIELD: MR/JA	DRAWN: JRV
	DATE: 05-17-07		
2900 E Grand River Ave. Howell, MI 48843 (517) 546-8583	JOB: 2006-178	DWG. No: 10 of 11	
	06178band/dwg/06178 ConsExamL.dwg REVISED:		

## SKETCH OF EASEMENT

### LEGAL DESCRIPTIONS:

#### CONSERVATION EASEMENT #4

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East-West 1/4 line of said Section 13, S 86°25'14" W, 2419.79 feet to a point on the Easterly Right-of-Way line of Limited Access State Highway M-5; thence along said Easterly Right-of-Way line, N 17°26'33" W, 395.42 feet to the POINT OF BEGINNING, thence continuing along said Easterly Right-of-Way line the following five (5) courses: 1) N 22°40'49" W, 222.47 feet, 2) N 12°16'57" W, 272.82 feet, 3) N 09°40'26" E, 281.80 feet, 4) N 35°10'39" E, 368.57 feet, 5) N 48°11'54" E, 159.54 feet; thence S 70°57'50" E, 194.27 feet; thence S 30°29'51" E, 53.92 feet; thence S 70°46'47" E, 87.43 feet; thence S 04°30'09" E, 524.77 feet; thence S 36°34'10" W, 91.05 feet; thence S 57°37'34" W, 148.56 feet; thence S 87°00'00" W, 23.70 feet; thence S 54°39'35" W, 41.20 feet; thence S 31°07'48" W, 170.48 feet; thence S 62°39'21" W, 141.90 feet; thence S 37°18'08" W, 72.63 feet; thence S 56°47'59" W, 88.85 feet to the POINT OF BEGINNING. Containing 12.37 acres.

*Pt. 22-13-200-033*  
*Pt. 22-13-200-037*

#### CONSERVATION EASEMENT #5

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 773.94 feet; thence : thence along the South line of Novi Research Park Condominium (L.22522, P.820-834, O.C.R. amended L.22743, P.302-307, O.C.R.), S 86°54'14" W, 1553.00 feet; thence along the West line of Novi Research Park Condominium, N 02°25'05" W, 561.00 feet; thence N 36°53'27" W, 155.42 feet to the POINT OF BEGINNING . thence S 69°46'38" W, 99.54 feet; thence S 87°00'00" W, 61.49 feet; thence N 69°36'05" W, 145.49 feet; thence N 24°43'35" W, 54.44 feet; thence N 04°11'36" W, 194.65 feet; thence N 16°22'50" E, 177.60 feet; thence S 88°53'17" E, 50.19 feet; thence N 16°21'22" E, 165.52 feet; thence N 37°35'17" W, 49.26 feet; thence N 25°01'53" E, 34.68 feet; thence N 43°23'22" E, 85.05 feet; thence N 01°11'32" E, 75.67 feet; thence N 24°24'58" E, 111.00 feet; thence N 01°27'26" W, 49.95 feet; thence N 88°17'04" E, 70.01 feet; thence N 48°33'46" E, 92.74 feet; thence S 61°08'52" E, 105.55 feet; thence S 02°27'41" E, 659.87 feet; thence S 36°35'08" W, 313.68 feet; thence S 22°29'58" E, 48.96 feet to the POINT OF BEGINNING. Containing 7.93 acres.

*Pt. 22-13-200-037*

#### CONSERVATION EASEMENT #6

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 746.29 feet; thence S 87°00'00" W, 141.25 feet to the POINT OF BEGINNING. thence S 03°10'32" E, 47.73 feet; thence S 62°26'34" W, 30.54 feet; thence S 85°46'55" W, 383.54 feet; thence S 88°23'05" W, 159.60 feet; thence S 84°35'34" W, 123.89 feet; thence S 79°59'07" W, 142.90 feet; thence S 85°52'26" W, 46.85 feet; thence S 70°57'33" W, 343.14 feet; thence N 03°00'00" W, 138.33 feet; thence N 84°51'23" E, 178.78 feet; thence N 87°34'09" E, 169.93 feet; thence N 02°25'51" W, 30.57 feet; thence N 87°00'00" E, 97.31 feet; thence N 79°03'21" E, 66.64 feet; thence N 87°00'00" E, 700.68 feet to the POINT OF BEGINNING. Containing 2.07 acres.

*Pt. 22-13-200-033*

	<b>PROFESSIONAL ENGINEERING ASSOCIATES</b>		
	CLIENT: <b>GILLETT ASSOCIATES, INC.</b>		
	SCALE: NO SCALE	FIELD: MR/JA	DRAWN: JRV
	DATE: 05-17-07		
2900 E Grand River Ave. Howell, MI 48843 (517) 546-8583	JOB: 2006-178	DWG. No: 11 of 11	
		<small>06178bnd/dwg/06178 ConsEasmt.dwg REVISED:</small>	

**SKETCH OF EASEMENT**



**LEGAL DESCRIPTIONS:**

**CONSERVATION EASEMENT #7**

Part of the East 1/2 of Section 13, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

**COMMENCING** at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable length), N 02°25'05" W, 546.00 feet; thence S 86°25'14" W, 1150.00 feet to the POINT OF BEGINNING, thence S 02°25'05" E, 475.63 feet; thence S 86°25'14" W, 227.25 feet; thence N 01°24'32" W, 429.05 feet; thence N 66°40'56" E, 138.56 feet; thence N, 86°25'14" E, 80.22 feet to the POINT OF BEGINNING. Containing 2.37 acres.

*pt. 22-13-200-033*

 2800 E Grand River Ave. Howell, MI 48843 (517) 548-8583	<b>PROFESSIONAL ENGINEERING ASSOCIATES</b>		
	CLIENT: <b>GILLET ASSOCIATES, INC.</b>		
	SCALE: NO SCALE	FIELD: MR/JA	DRAWN: JRV
	DATE: 05-17-07		
JOB: 2006-178	DWG. No: 10 of 11		
	06178bnd/dwg/06178 ConsEasmt.dwg REVISED:		

Corridor D  
Approx. 200 ft. wide

Corridor B  
Approx. 150 ft. wide

Corridor A  
Approx. 170 ft. wide

Corridor C  
50 ft. wide

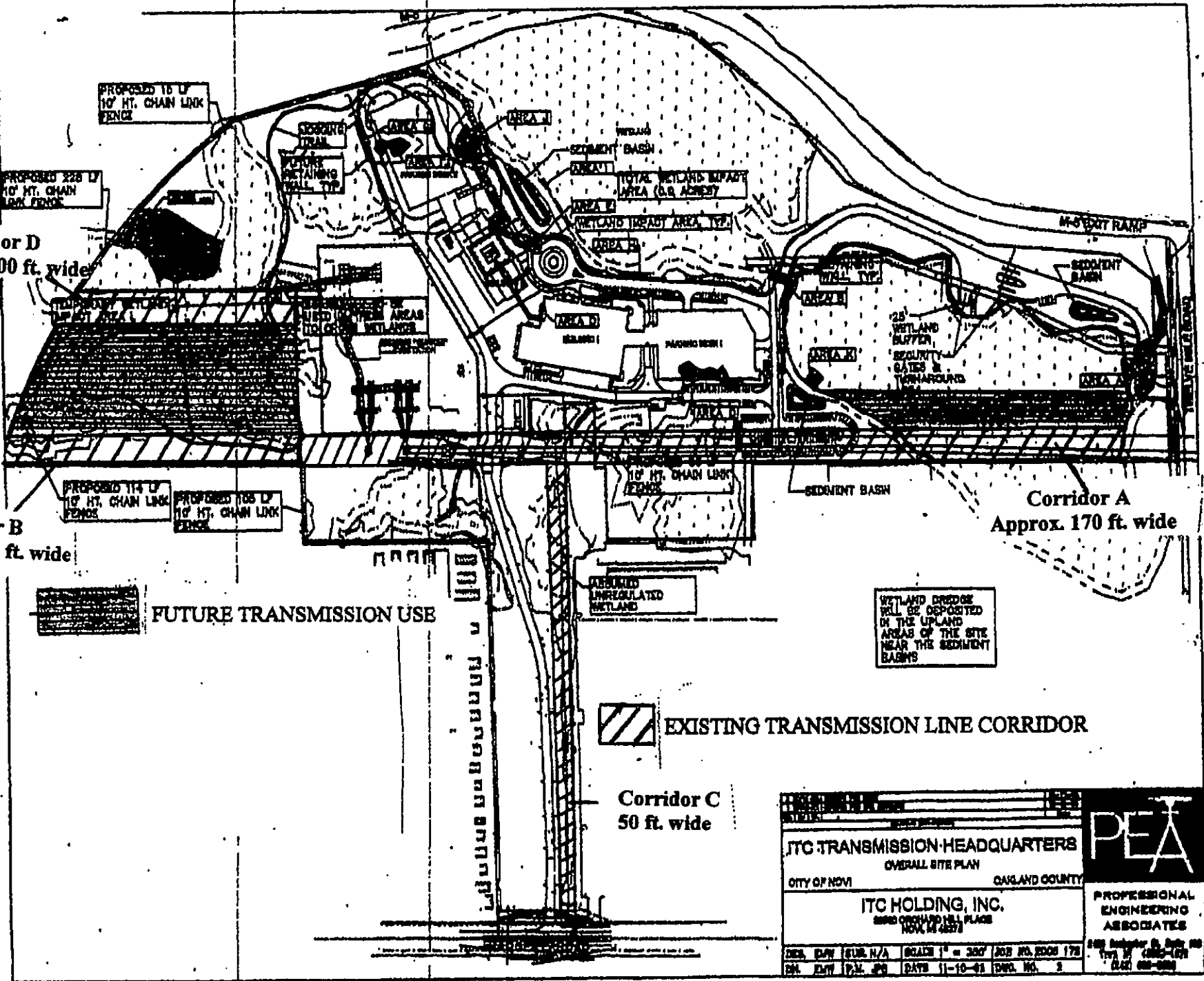
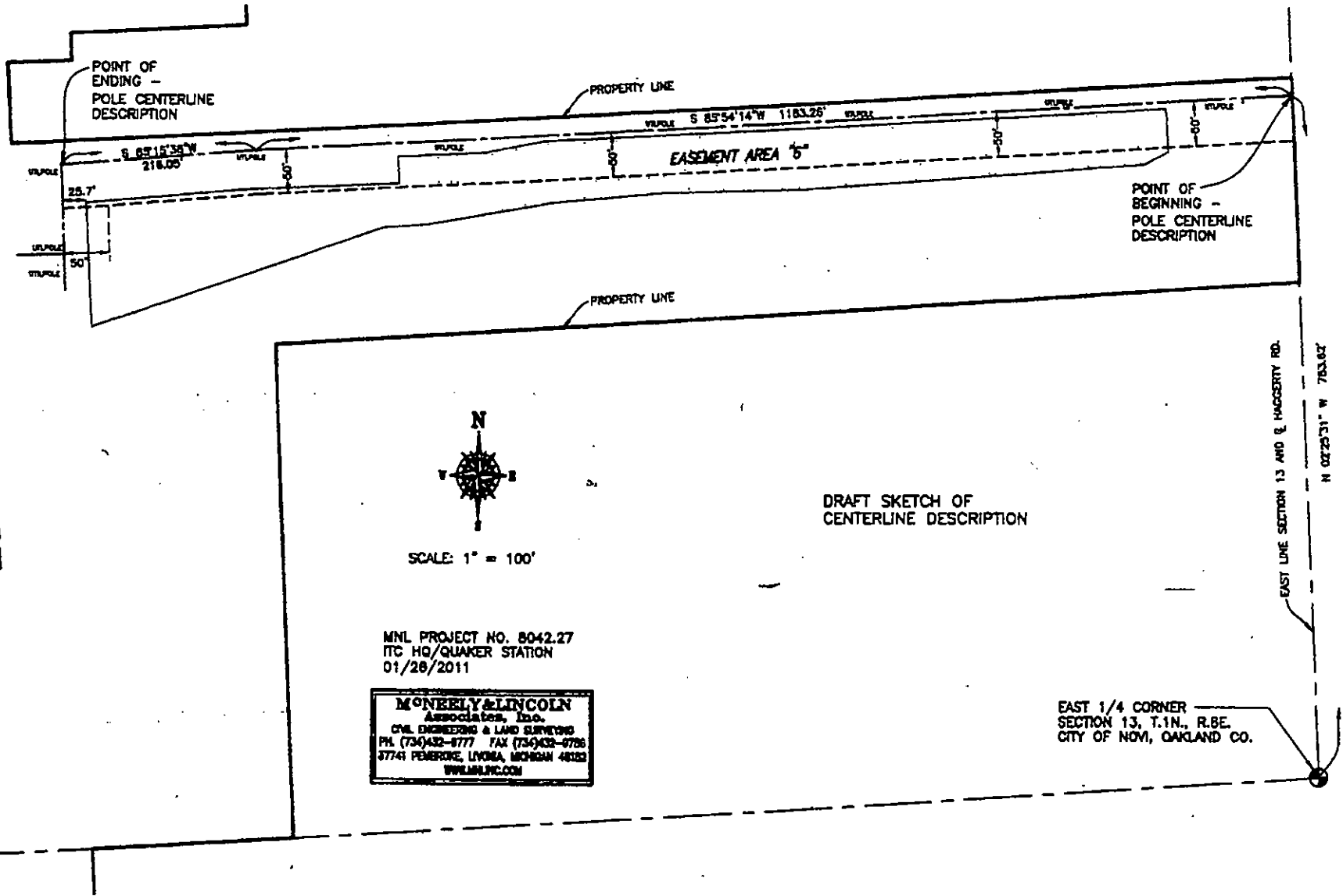


EXHIBIT C

<b>ITC TRANSMISSION HEADQUARTERS</b> OVERALL SITE PLAN CITY OF NOVI OAKLAND COUNTY		
<b>ITC HOLDING, INC.</b> 8880 ORCHARD HILL PLACE NOVI, MI 48221		
DES. BY [SUN H/A]	SCALE 1" = 350'	2000 [SUN H/A]
DR. BY [P.M. JO]	DATE 11-10-01	DWG. NO. 2

PROFESSIONAL ENGINEERING ASSOCIATES  
 2000 [SUN H/A] [P.M. JO] [11-10-01] [DWG. NO. 2]

EXHIBIT C2



MNL PROJECT NO. 8042.27  
ITC HQ/QUAKER STATION  
01/28/2011

**MONEELY & LINCOLN**  
ASSOCIATES, LTD.  
CIVIL ENGINEERING & LAND SURVEYING  
PH. (734)432-8777 FAX (734)432-8786  
37741 FOWERONE, LIVONIA, MICHIGAN 48150  
WWW.MNLINC.COM

EAST 1/4 CORNER  
SECTION 13, T.1N., R.8E.  
CITY OF NOVI, OAKLAND CO.

EAST LINE SECTION 13 AND E HAGGERTY RD.  
N 02°25'31" W 783.63'

HAGGERTY RD.



**Description of Utility Pole centerline**

Commencing at the East 1/4 corner of Section 13, Town 1 North, Range 8 East, City of Novi, Michigan;

thence North 02 degrees 25 minutes 31 seconds West, along the East line of Section 13 and the centerline of Haggerty Road, 753.62 feet to the Point of Beginning;

thence South 86 degrees 54 minutes 14 seconds West 1163.26 feet;

thence South 85 degrees 15 minutes 38 seconds West 216.05 feet to the Point of Ending.

A-22-13-200-033

**EXHIBIT D**  
**(Access to MDEQ Conservation Easement Areas)**

