



Real Estate and Claims Division

**Project: Halstead Relocation**

Date: August 24, 2009

To: Elaine Clifford  
Records Management

From: Barbara A. Mention *bam*  
Real Estate

Subject: Acquisition of an Overhead Transmission Pole Line Easement-Section  
18, City of Farmington Hills, Oakland County, Michigan. W.O.  
#A0002554

Attached for the Records Center are papers related to the acquisition of an Overhead Transmission Pole Line Easement, dated May 11, 2009, from HPT CW Properties Trust, whose address is 400 Centre Street, Newton, Massachusetts 02458, to the International Transmission Company.

A check in the amount \$37,715.00 was paid to Grantor on August 14, 2009. The breakdown is as follows:

- \$26,080 – Easement Fee
- \$10,135 – Landscaping Cost
- \$ 1,500 – Attorney Fee

NOTE: See attached “Agreement” outlining the special conditions. This easement was acquired due to the relocation of this line out of road right of way onto private property.

Please incorporate these papers into Right of Way File No. T71228.

Attachment (s)

Cc: J. Kehoe

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2009 SEP 11 AM 8:56

163759  
LIBER 41475 PAGE 126  
\$22.00 MISC RECORDING  
\$4.00 REINUMENTATION  
09/11/2009 11:17:14 A.M. RECEIPT# 74473

PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

Type of Document: EASEMENT  
Date: May 11, 2009  
Grantor: HPT CW Properties Trust  
Grantee: International Transmission Company

50  
R  
E

O.K. - K.B.

## EASEMENT

On May 11th, 2009, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent non-exclusive easement over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described subject to all matters of record and Grantor's reserved rights as hereinafter set forth.

**Grantor** is: HPT CW Properties Trust, a Maryland real estate investment trust, of 400 Centre Street, Newton, Massachusetts 02458.

**Grantee** is: International Transmission Company, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377.

**Grantor's Land** is in the City of Farmington Hills, County of Oakland, and State of Michigan, and is described as:

Part of the Southeast 1/4 of the Northeast 1/4 of Section 18, T1N. R9E, described as: Commencing at the East 1/4 corner of said Section 18; thence N 03°20'00" E 574.29 feet (recorded as 573.73 feet); thence S 72°28'34" W 64.21 feet to the point of beginning, being the point of intersection between the Northerly right of way line of Highway I-696 and the Westerly right of way line of Halsted Road; thence along said Northerly right of way line 628.38 feet along the arc of a curve to the left (radius 11,656.16 feet, central angle 03°05'20", chord bears S 72°28'34" W 628.31 feet) to a point on the Southerly right of way line of Hills Tech Drive; thence along said Southerly right of way line the following three courses: 1) N 44°39'45" E 562.43 feet, 2) 162.01 feet along the arc of a curve to the right (radius 190.72 feet, central angle 48°40'15", chord bears N 68°59'52" E 157.18 feet) and S 86°40'00" E 72.50 feet to a point of intersection with the Westerly right of way line of Halsted Road; thence S 03°20'00" W 263.41 feet along said Westerly right of way line to the point of beginning, being part of Lot(s) 3, 4, and 5 of Howard Acres, according to the plat thereof recorded in Liber 41 of Plats, at Page 42, Oakland County Records.

**The Easement Strip** is within Grantor's Land, and is described as:

The Easterly 30 feet of Grantor's Land.

**1. Purpose:** The purpose of this Easement is to enter at any time after notice to Grantee as provided for in Section 8. hereof upon the Easement Strip to construct, operate, maintain, repair, inspect, replace, improve, enlarge or remove (collectively, "Grantee's Work"), at Grantor's sole cost and expense, overhead electric lines consisting of wires, cables (including fiber optic cable), and other equipment for transmitting electrical energy and communications signals, which shall remain Grantee's

personal property. No poles, pole structures, or towers shall be permanently located upon Grantor's Land, nor shall any poles, pole structures, or towers be temporarily located within Grantor's paved parking area. Grantee shall keep Grantor's property free and clear of all claims, mechanic's liens or other encumbrances arising out of or in connection with Grantee's exercise of its rights hereunder. Grantee's Work, once commenced, shall be completed in a timely fashion and shall not interfere with Grantee's, its guests, tenants and assigns, use of Grantor's Land.

**2. Temporary Rights:** Grantee may use the Easement Strip, an additional 30 foot-wide strip of land adjoining the Westerly line of the Easement Strip, and a 20 foot-wide strip of land lying Northerly of and adjacent to the Northerly right of way line of Highway I-696 (collectively, the "Temporary Rights Area"), for the temporary relocation of its overhead electric transmission line, including poles, pole structures, towers, wires, cables and other equipment, during the reconstruction of the Halsted Road bridge over Highway I-696. Grantee may also cut down, trim or remove any trees or brush in excess of 12' standing or growing within the Temporary Rights Area that interfere or threaten to interfere, in Grantee's discretion, with the operation and maintenance of Grantee's overhead electric transmission line as temporarily relocated hereunder. Grantee's temporary rights pursuant to this paragraph shall automatically terminate 180 days after the expiration of the Grading Permit given by Grantor to the Michigan Department of Transportation, including any extension(s) thereof, or upon the removal of Grantee's overhead electric transmission line from the Temporary Rights Area, whichever is earlier.

**3. Buildings or other Permanent Structures:** Except as otherwise provided for herein, no buildings, fences or other above-ground structures shall be installed, constructed or permitted in the Easement Strip. Grantee may remove prohibited structures from the Easement Strip without prior notice and without responsibility for any damage that occurs as a result of such removal. Notwithstanding the foregoing, Grantee's rights are subject to the Grantor's Reserved Rights set forth in Section 11 hereof.

**4. Vegetation Management:** Grantee may cut down, trim, remove, destroy, or otherwise control, without compensation to Grantor, all trees and brush in excess of 12 feet in height now or hereafter standing or growing in the Easement Strip. The complete exercise of this right may be gradual and not fully completed for some time in the future.

**5. Landscaping:** Grantor expressly reserves the right to install and maintain landscaping within the Easement Strip, provided that Grantor's landscaping shall consist of low-growing plants, bushes, and ornamental trees that do not exceed 12 feet in height.

**6. Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall fully replace or restore the Easement Strip and Temporary Rights Area, including but not limited to landscaping, lawn areas, pavement and striping parking spaces, to the condition that existed before the work except that Grantee shall

not be required to replace any trees that Grantee removes pursuant to Paragraph 4 hereof.

**7. Indemnity:** Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims and liability for personal injuries or property damage arising out of or in connection with the exercise of the rights and privileges hereby granted.

**8. Notice:** Except in case of emergency, Grantee shall notify <sup>Hotel General Manager</sup> ~~currently~~ Veronica Easter phone number (240) 324-0540, or such other person as Grantor may designate in writing, at least two business days prior to commencing any work on Grantor's Land.

**9. Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.

**10. Successors:** This easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

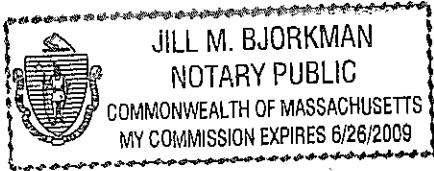
**11. Grantor's Reserved Rights:** Grantee acknowledges and agrees that certain of Grantor's improvements, including but not limited to, parking spaces and a portion of Grantor's hotel, lie partially within the Easement Strip and/or Temporary Rights Area and Grantor reserves all rights ("Reserved Rights") to maintain, repair and replace such improvements. Grantee's rights are subject to Grantor's Reserved Rights, and Grantee acknowledges and agrees that the provisions of Section 3. hereof shall not apply to the parking spaces and hotel lying within the Easement Strip or Temporary Rights Area.

**12. Non-Liability of Trustees:** The declaration of trust establishing Grantor, a copy of which together with all amendments thereto (the "Declaration"), is duly filed with the Department of Assessments and Taxation of the State of Maryland and provides that the name "HPT CW Properties Trust" refers to the Trustees under the Declaration collectively as Trustees, but not individually or personally, and no trustee, officer, shareholder, employee or agent of Grantor shall be held to any personal liability, jointly or severally, for any obligation of, or claim against Grantor. All persons dealing with Grantor, in any way, shall look only to the assets of Grantor for the payment of any sum or the performance of any obligation. The provisions of this section shall survive the termination of the Easement Agreement.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

~~HPT CW PROPERTIES TRUST~~  
By: Ethan Bornstein  
Its Senior Vice President

Acknowledged before me in Middlesex County, this 12<sup>th</sup> day of May, 2009, by Ethan Bernstein SVP HPT CW Properties Trust, a Maryland real estate investment trust, on behalf of the real estate investment trust.



Jill M. Bjorkman, Notary Public  
County, Massachusetts  
Acting in Middlesex County, Middlesex County  
My Commission Expires 6/26/2009

Consent of Tenant

~~Candlewood Leasing No. 1, Inc., a Delaware corporation, as Lessee of Grantor's Land hereby consents to this Easement.~~

**CANDLEWOOD LEASING NO. 1, INC.**

By: \_\_\_\_\_  
Its \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ of Candlewood Leasing No. 1, Inc., a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_, Notary Public  
County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County; \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Prepared by Kimberly L. Savage, ITC Holdings Corp., 27175 Energy Way, Novi, MI 48377  
Return to: Elaine Clifford, ITC Holdings Corp., 27175 Energy Way, Novi, MI 48377

**AGREEMENT REGARDING EASEMENT**

THIS AGREEMENT is made and effective this 11<sup>th</sup> day of May, 2009 by and between HPT CW Properties Trust, a Maryland real estate investment trust, 400 Centre Street, Newton, Massachusetts 02458 ("Landowner"), and International Transmission Company, a Michigan corporation (a subsidiary of ITC Holdings Corp., a Michigan corporation), 27175 Energy Way, Novi, Michigan 48377, ("ITC") (Collectively, Landowner and ITC may be referred to herein as the "Parties").

**RECITALS**

A. On May 11<sup>th</sup>, 2009, Landowner, as Grantor, entered into an easement with ITC, as Grantee (the "Easement") contemporaneously with this Agreement, on certain land described in the Easement ("Land").

B. In addition to the terms and conditions in said Easement, Landowner and ITC agreed to certain additional terms and conditions as further consideration for the grant of the Easement by Landowner to ITC, as set forth herein.

NOW, therefore, in consideration of the promises and covenants herein, and other good and valuable consideration, the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

1. Landscaping. ITC shall pay Landowner the sum of Ten Thousand One Hundred and Thirty-Five Dollars (\$10,135.00) as a one time lump sum payment for replacement landscaping.

2. Legal Fees. Upon receipt of an itemized bill, ITC shall send payment, in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00), for legal fees incurred by Landowner to review the easement ITC has requested.

3. Landowner acknowledges and agrees that this Agreement Regarding Easement is personal to Landowner, that it is not assignable by Landowner, and that it shall not run with the land. ITC may assign its rights, duties and obligations under this Agreement to ITC's principal or subsidiaries, affiliates or subsidiaries of its principal or to any entity which acquires all or substantially all of ITC's assets in the market by reason of a merger, acquisition or other business reorganization. Said assignment shall be effective upon ITC sending written notice to Landowner at Landowner's above stated mailing address.

**FILE**

4. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be deemed to modify, restrict, increase or otherwise change the Easement.

5. The signatories hereto have had full and complete access and assistance from competent counsel and fully and completely understand all of their rights and responsibilities as involved herein. It is understood and agreed by the Parties hereto that this Agreement shall be construed without any regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted and that counsel for the signatories hereto have mutually participated in the drafting and preparation of this Agreement.

6. This Agreement shall not be recorded by either party hereto without the written consent of the other party.

7. The Landowner shall not disclose any information concerning this Agreement and agrees not to participate in any action, or make any statement of any type related in any way to the subject matters of this Agreement, except that this Agreement shall not prohibit the Parties from complying with any law, court order or other legal process.

8. This Agreement is being made under and shall be interpreted in accordance with the laws of the State of Michigan.

9. This Agreement may be executed in one or more counterparts but shall be effective as of the date first written above, only upon the execution by all Parties of one or more of such counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

(All signatures are contained on the next page.)

FILE



**LANDOWNER:**

**HPT CW Properties Trust,**  
a Maryland real estate investment trust

By: *Atlan Brown*

Dated: 5-11-09

Its Senior Vice President

**ITC:**

**International Transmission Company,**  
a Michigan corporation

*Christine Mason Soneral*

Christine Mason Soneral,  
Vice President and General Counsel  
On Behalf of ITC

Dated: 8/12/2009

**FILE**  
7/12/09

## Candlewood Suites

1/27/2009

Material	Quantity	Location	Size	Price
Dwarf Crabapple	4	South new pole	2"	\$840.00
Wichita Blue Juniper	5	South new pole	4-5'	\$600.00
Euonymous alata compacta	4	Island in parking area mid-span	30-36"	\$200.00
Arborvitae	20	Building Side	3-4'	\$1000.00
Service Berry	3	Middle of main shrub planting In place of Forsythia	5-6'	\$450.00
Dogwoods "ivory halo" red twig variegated	10	Middle of main shrub planting	24-30"	\$500.00
Dogwoods "lutea" yellow twig green foliage	10	Middle of main shrub planting	24-30"	\$500.00
Fothergilla	10	Two satellite islands, 5 each	24-30"	\$800.00
Blue chip juniper	21	Mat edging for 3 island plantings	#5	\$1050.00
Pin Oak	5	Along front of Hills Tech	2.5"	\$2100.00
Sod	250 yrd	Replacement/Repair		\$775.00
Top Soil	15 yrd	Burm/ Planting		\$360.00
Mulch	20 yrd	Landscape Beds		\$960.00
		TOTAL		\$10,135.00

*Qccl*  
**FILE**

INTERNATIONAL TRANSMISSION COMPANY  
CALCULATION OF ESTIMATED COMPENSATION

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Parcel No.: Halsted Road/I696 Pole Relocation Project

Owner: HPT CW Properties Trust, a Maryland real estate investment trust

Address: 400 Centre Street

Newton, Massachusetts 02458

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Telephone No.: Tamara Shmerykowski (617) 219-1426

Permanent Easement Area (Less Existing Easement Area, if any):

7,903 sq. feet X \$ 3.00 per sq. foot = \$ 23,709

Additional Considerations:

Temporary Easement - \$23,709 X 10% = \$ 2,371

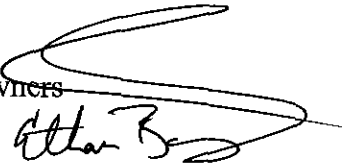
\$

Total Compensation Due: \$ 26,080

I agree to and understand the compensation for the International Transmission Company transmission line easement on my property.

Date: 5-11-09

Owners



FILE  
5/11/09

Date	Initials	Name / Invoice Number	Hours	Amount	Description	Matter Number	Index
01/05/2009 06/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	1.10 1.10	550.00 550.00	Re: TA - Southington, CT easement. Review documents; research re: CT statute.	14832.0006	4628786
01/05/2009 06/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	0.30 0.30	150.00 150.00	Re: TA - E&J Taking. Emails re: authority documents.	14832.0006	4628793
01/06/2009 08/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	1.90 1.90	950.00 950.00	Re: Southington, CT - TA Easement.	14832.0008	4626800
01/07/2009 06/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	0.90 0.90	450.00 450.00	Boca Raton, CTYD Emails; review easement.	14832.0008	4626807
01/08/2009 08/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	3.20 3.20	1,600.00 1,600.00	Boca Raton Easement; review documents.	14832.0006	4626812
01/08/2009 08/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	0.30 0.30	150.00 150.00	Southington, CT Easement. Revise easement.	14832.0008	4626823
01/09/2009 06/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	1.50 1.50	750.00 750.00	Boca. Review documents; emails.	14832.0008	4626842
01/13/2009 08/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	0.50 0.50	250.00 250.00	Boca.	14832.0008	4626872
01/15/2009 06/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	1.10 1.10	550.00 550.00	Boca. Review Easements; locate easement and parking spaces.	14832.0006	4632209
01/26/2009 06/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	2.30 2.30	1,150.00 1,150.00	Re: Farmington, MI Courtyard. Review and revise easement documents.	14832.0006	4632255
01/27/2009 06/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	0.70 0.70	350.00 350.00	Farmington, MI - Revise easement.	14832.0008	4637730
03/27/2009 06/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	0.80 0.80	450.00 450.00	Re: Boca Raton parking.	14832.0006	4683735
03/30/2009 06/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	0.70 0.70	350.00 350.00	Boca Raton. Review documents; emails.	14832.0006	4685997
03/31/2009 06/11/2009	0619	Elizabeth S. Wigon Invoice=8098206	0.30 0.30	150.00 150.00	Boca Raton. Telephone conference Kristen Black.	14832.0006	4686009
BILLED TOTALS: WORK:			15.70	7,850.00	14 records		
BILLED TOTALS: BILL:			15.70	7,850.00			
GRAND TOTALS: WORK:			15.70	7,850.00	14 records		
GRAND TOTALS: BILL:			15.70	7,850.00			

\*

Total \$1,500

FILE  
06/11/09

Check Date: Aug/14/2009

Vendor Number: 0000007984

Check No. 0000031139

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount
8/11/09	Aug/11/2009	00055068	37,715.00	0.00	0.00	37,715.00

*Mailed  
8-14-09  
to Jamarra*

For questions please call 248-946-3000 or e-mail ap@itctransco.com

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
0000031139	August/14/2009	37,715.00	0.00	0.00	37,715.00



ITC Transmission  
27175 Energy Way  
Novi, MI 48377

COMERICA BANK

0000031139

Detroit, MI

9-9/720

Date August/14/2009

Pay Amount 37,715.00\*\*\*

Pay

\*\*\*\*THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTEEN AND XX / 100 DOLLAR\*\*\*\*

**FILE**  
71228

To The  
Order Of

HPT TRS IHG-1, INC  
400 CENTRE STREET  
NEWTON, MA 02458

*Carmona M. Beatty*

Authorized Signature

⑈0000031139⑈ ⑆072000096⑆ 1851465433⑈

MP ID

**Clifford, Elaine K.**

---

**From:** Keeler, Erin  
**Sent:** Wednesday, August 13, 2008 11:29 AM  
**To:** Garavaglia, Julie M.; Savage, Kimberly; Clifford, Elaine K.  
**Subject:** Latest Halsted Drawings  
**Attachments:** ITC21014 - Final.pdf; ITC21037.pdf

Attached are the most up-to-date Halsted relocation drawings. I'm sending them out to everyone just so we all have the most recent ones.

**Erin M. Keeler, P.E.**  
*Senior Civil Engineer*

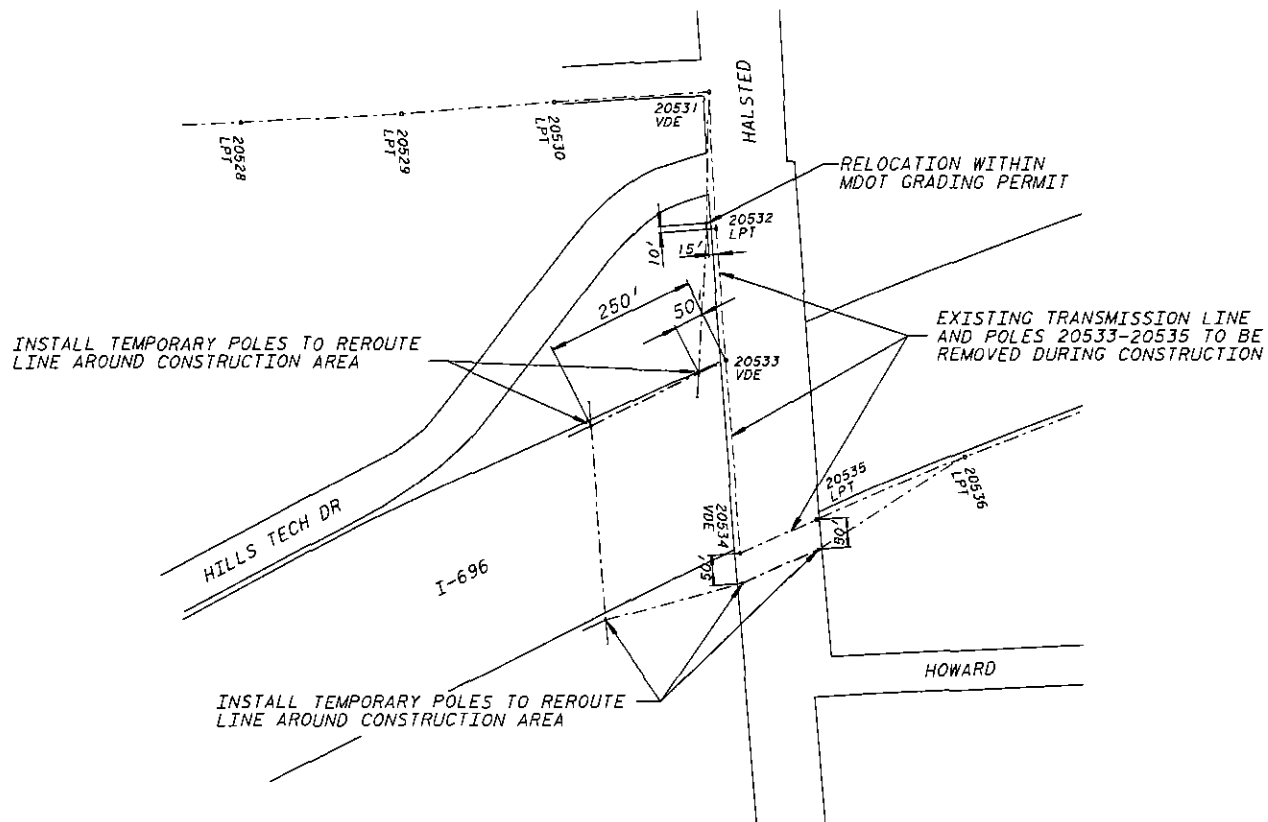
**ITC Holdings Corp.**  
27175 Energy Way  
Novi, Michigan 48377  
248.946.3298  
248.946.3229- Fax  
[ekeeler@itctransco.com](mailto:ekeeler@itctransco.com)

**\*\*\*PROPRIETARY, CONFIDENTIAL OR PRIVILEGED COMMUNICATION\*\*\***

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The information in this message may contain details concerning future transmission expansion projects that can have a material effect on energy market activity. Therefore, only those individuals who work in the distribution or in non-energy market related businesses should receive this information. In addition, anyone who shares this information with any energy market related employees may be found in violation of FERC's Standards of Conduct Regulations.

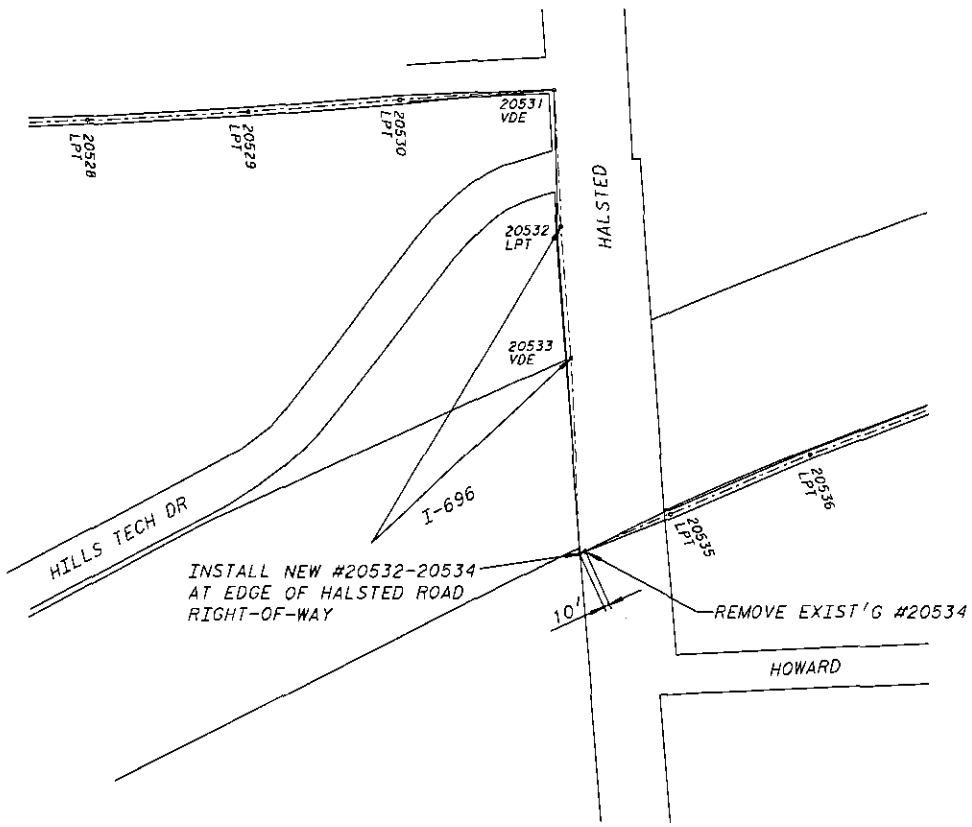
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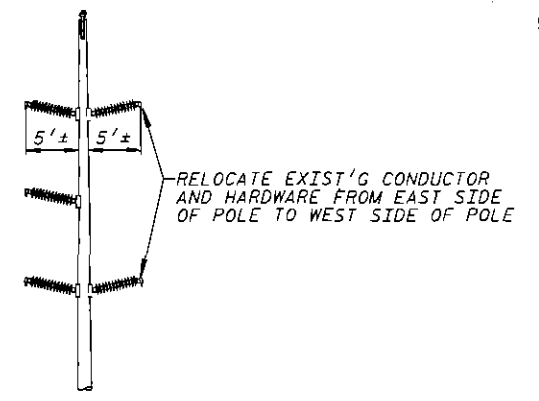
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 PLAN VIEW  
 REROUTE OF 120KV TRANSMISSION LINE  
 SCALE: 1"=200'

TEMPORARY REROUTE OF QUAKER-SOUTHFIELD 120KV TRANSMISSION LINE FOR RECONSTRUCTION OF HALSTED ROAD OVERPASS AT I-696		INTERNATIONAL TRANSMISSION COMPANY	
DRAWN BY	M. MORGAN	PROJECT NO.	
DATE	10/17/07	SCALE	AS NOTED
CHECKED BY	E. KEELER	DRAWING NUMBER	
DATE	4/29/08		ITC2-21014

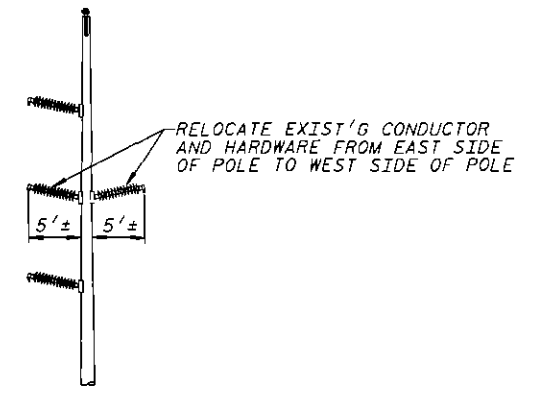




PLAN VIEW  
 REROUTE OF 120KV TRANSMISSION LINE  
 SCALE: 1"=200'



ELEVATION LOOKING NORTH  
 AT STRUCTURES #20532



ELEVATION LOOKING NORTH  
 AT STRUCTURES #20533

PERMANENT WIRE ARRANGEMENT OF QUAKER-SOUTHFIELD  
 120KV TRANSMISSION LINE FOR RECONSTRUCTION  
 OF HALSTED ROAD OVERPASS AT I-696

INTERNATIONAL TRANSMISSION COMPANY	
DRAWN BY M. MORGAN	PROJECT NO.
DATE 10/17/07	SCALE AS NOTED
CHECKED BY E. KEELER	DRAWING NUMBER
DATE 5/15/08	ITC2-21037







February 8, 2008

**To:** Paul Stempin  
**From:** Elaine Clifford – (248)374-7256  
**ITC Proj. No.:** AOA081423  
**Subject:** Obtain ROW for 120kV line

### **PROJECT DESCRIPTION**

The Michigan Department of Transportation (MDOT) is planning a project to reconstruct the Halsted Road bridge over I-696. ITC Transmission currently owns a 120 kV transmission line that runs within the Halsted Road right-of-way on the west side of the bridge. The new bridge is planned to be wider than the existing bridge and therefore ITC is required to relocate our transmission lines so they will not be in conflict with the construction. Several options were presented to MDOT and the one that seemed to accommodate the new bridge and its construction best was for ITC is to move the transmission line a significant distance from Halsted Road and cross I-696 west of its present crossing location.

The location that seemed to be feasible for the line relocation was tapping the existing transmission line near the northeast corner of the Bosch parking lot, following the east edge of the parking lot and crossing over I-696. From this point, the line would follow the south edge of the MDOT I-696 right-of-way and connect back to the existing line at the southeast corner of the I-696 and Halsted intersection. MDOT has given their approval to use their right-of-way for this relocation.

The relocation would mean that **five new poles** would be installed along the edge of the Bosch parking lot. These would be **steel poles that would be 75-85' tall**. The current plan is to have 3 of the poles direct buried in the ground. The other two would have caisson foundations. This could change depending on the ultimate final design. There could also be fewer poles if we made the poles taller. We are requesting an easement for the poles as well as tree rights on either side of the easement.

**Easement needed:** 90' wide easement. No additional easement for tree rights. If 90 feet cannot be obtained, ITC will propose a smaller permanent easement width with additional tree rights.

**ROW needed by:** March 1, 2008  
**Proposed construction date:** 3<sup>rd</sup> quarter 2008  
**Proposed completion date:** February, 2009  
**Project Engineer:** Erin Keeler – (248) 374-7064

### **OWNER INFORMATION**

**Property Owner:** Robert Bosch Corporation  
38000 Hills Tech Drive, Farmington Hills, MI  
Legal Dept – Helen Williams –(248) 876-1000 x 2988

LICENSE

Date: 2/5/09

Licensor: **HPT CW Properties Trust**, a Maryland real estate investment trust, of 400 Centre Street, Newton, Massachusetts 02458 ("HPT CW").

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

Premises: The Easterly 60 feet and the Southerly 20 feet of the following described parcel of land in the Southeast 1/4 of the Northeast 1/4 of Section 18, T1N, R9E, City of Farmington Hills, County of Oakland, and State of Michigan: Commencing at the East 1/4 corner of said Section 18; thence N 03° 20' 00" E 574.29 feet (recorded as 573.73 feet); thence S 72° 28' 34" W 64.21 feet to the point of beginning, being the point of intersection between the Northerly right of way line of Highway I-696 and the Westerly right of way line of Halsted Road; thence along said Northerly right of way line 628.38 feet along the arc of a curve to the left (radius 11,656.16 feet, central angle 03° 05' 20", chord bears S 72° 28' 34" W 628.31 feet) to a point on the Southerly right of way line of Hills Tech Drive; thence along said Southerly right of way line the following three courses: 1) N 44° 39' 45" E 562.43 feet, 2) 162.01 feet along the arc of a curve to the right (radius 190.72 feet, central angle 48° 40' 15", chord bears N 68° 59' 52" E 157.18 feet) and S 86° 40' 00" E 72.50 feet to a point of intersection with the Westerly right of way line of Halsted Road; thence S 03° 20' 00" W 263.41 feet along said Westerly right of way line to the point of beginning, being part of Lot(s) 3, 4, and 5 of Howard Acres, according to the plat thereof recorded in Liber 41 of Plats, at Page 42, Oakland County Records.

HPT CW hereby permits ITC to use the Premises for the construction, operation and maintenance of one overhead electric transmission line, consisting of poles, guys, anchors, wires, and associated equipment.

This License is subject to the following terms and conditions:

1. ITC may not cut or remove trees, bushes or other vegetation without HPT CW's prior written approval.
2. Except in case of emergency, ITC shall notify Veronica Easter - Candlewood hotel G.M., phone number (248) 324-0540, or such other person as HPT CW may designate in writing, prior to commencing any work on the Premises.
3. HPT CW shall have the right at all times to use and possess the Premises for any purpose. ITC assumes the risk of damage to ITC's electric transmission poles and personal property on the Premises resulting from HPT CW's use of the Premises and waives all claims against HPT CW for any such damage.
4. Within a reasonable time after performing any work pursuant to this License, ITC shall fully replace or restore the Premises, including but not limited to landscaping, lawn areas and pavement, to the condition that existed before the work.
5. ITC agrees to assume all liability for and to indemnify HPT CW 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 ITC's use of the Premises.

6. This License will automatically terminate when HPT CW sells the Premises, or if HPT CW grants an easement to ITC for the construction, operation and maintenance of its overhead electric transmission line. Otherwise, this License will continue until either HPT CW or ITC terminates it.

7. Either HPT CW or ITC 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 HPT CW or ITC hereafter specifies in writing to the other. Notice of termination will be effective upon personal delivery or mailing by first-class mail.

8. Upon termination of this License, ITC shall promptly remove ITC's improvements from the Premises and cease using the Premises. —

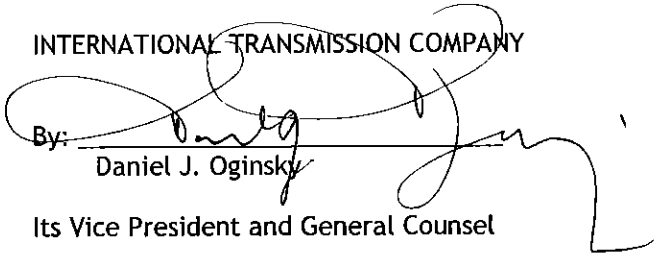
HPT CW PROPERTIES TRUST

By: 

Its Senior Vice President

Accepted:

INTERNATIONAL TRANSMISSION COMPANY

By:   
Daniel J. Oginsky

Its Vice President and General Counsel

Date: 2/12/2009

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