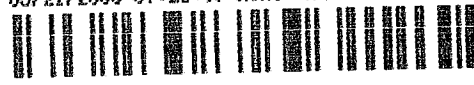
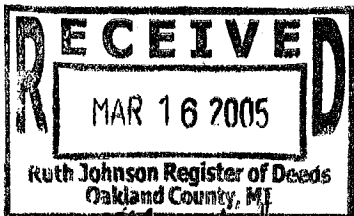


76954  
LIBER 35162 PAGE 763  
\$22.00 MISC RECORDING  
\$4.00 REINUMENTATION  
03/21/2005 09:28:49 A.M. RECEIPT# 29622



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



**TRANSMISSION EASEMENT**

On March 1, 2005, for one dollar and other valuable consideration, Edison grants to Grantee a non-exclusive, permanent easement on land called the Easement Area.

**"Edison" is:**

The Detroit Edison Company, a Michigan corporation, 2000 2nd Avenue, Detroit, Michigan 48226

**"Grantee" is:**

International Transmission Company, a Michigan corporation, 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375

**The "Easement Area" is in the City of Rochester Hills, Oakland County, Michigan, described as:**

Part of the NW 1/4 of Section 23, T.3N., R.11E., Rochester Hills, Oakland County, Michigan, being more particularly described as follows:

Beginning at a point which is N 01°55'12"E 2.36 feet along the West line of Section 23 and N89°38'14"E 66.05 feet to the East R.O.W. line of Rochester Road (66 ft wd. 1/2 R.O.W.) from the West 1/4 Corner of Section 23; thence N01°55'12"E 82.81 feet along said East R.O.W. line of Rochester Road (66 ft wd. 1/2 R.O.W.); thence N89°38'30"E 220.00 feet; thence S01°55'10"W 82.79 feet; thence S89°38'14"W 220.00 feet to the East R.O.W. line of Rochester Road (66 ft. wd. 1/2 R.O.W.) also being the Point of Beginning.

*[Handwritten mark]*

Tax Item No: Part of: 15-23-152-011  
See also Attachment 1—Survey Drawing Detail A-A

1. **Purpose** Edison grants this easement to Grantee to construct, reconstruct, modify, operate, maintain, remove and replace overhead electric utility transmission line facilities consisting of towers, poles, guys, anchors, wires, cables, transformers and accessories incident to the operation of an electric transmission line of 120kV or greater ("hereinafter referred to as Grantee's Facilities"). However, Grantee's use of this easement must not interfere with the use of a road proposed to be located in the easement area, and Grantee must restore any road or landscaping proposed to be located in the easement area that Grantee disturbs.

*[Handwritten: STREETS]*

2. **Access** Grantee has the right to use the existing gravel driveway known as "Detroit Edison Drive" to gain access to Rochester Road. In the event this driveway is eliminated by Edison, or its successor in title, Grantee shall have the right to use a reasonable

O.K. - KB

*[Handwritten: FILE 171084]*

339567 *[Handwritten]*  
MAR 11 2005

26

route across Edison Spokane Station land and including whatever access route Edison utilizes to Rochester Road.

3. **Edison's Rights** Edison specifically reserves the right to construct, operate and maintain overhead and underground electric distribution and communication lines and associated structures and equipment ("Edison's Facilities") on, over and under the Easement Area as long as Edison's Facilities do not interfere with Grantee's Facilities.

4. **Encumbrances** This easement is granted without any warranties or covenants of title, and subject to all now existing easements, restrictions and encumbrances affecting the Easement Area to which this easement would be subordinate under the recording acts or other applicable law of the State of Michigan.

5. **Edison Damages** Grantee must pay Edison for all damages, losses or injuries to Edison's Facilities caused by Grantee, its agents, employees, servants or independent contractors while constructing, operating or maintaining Grantee's Facilities.

6. **Insurance**

a. Grantee and Grantee's contractors (other than Edison), at their own expense, must each maintain a general liability insurance policy that is satisfactory to Edison in form and substance. The policies must cover the liability assumed in this agreement for \$500,000 each person and \$1,000,000 each occurrence bodily injury, and \$500,000 each occurrence property damage. The policies must also include explosion damage, collapse, or damage to underground property (commonly known as "XCU"). If Grantee is a governmental unit, then Grantee's contractor's policy must name Edison as an additional insured. Grantee's policy must remain in effect as long as this easement agreement remains in effect. Grantee's contractors' policies must remain in effect during the time that the contractors are working in the Easement Area.

b. Unless specifically waived by both parties, Grantee and Grantee's contractors must each give Edison's Director of Corporate Real Estate Services a Certificate of Insurance for the insurance coverage required by this agreement. The certificates must state that Edison will have 10 days written notice before any material change or cancellation becomes effective.

c. Obtaining the insurance required by this agreement will not limit or release Grantee's indemnity liability.

7. **Indemnity**

a. Grantee will indemnify Edison (the Company, its officers, agents and employees) for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of the use of this easement by Grantee [the person, company or organization, its contractors or subcontractors (other than Edison), lessees, licensees and any of its or their agents or employees]. This includes, but is not limited to, claims arising out of Grantee's negligence, or any other covered person's negligence. But Grantee will not indemnify Edison for claims arising from Edison's negligence.

b. If any claim covered by Grantee's indemnity is brought against Edison, Grantee will defend the claim with full settlement authority at Grantee's expense.

8. **Construction and Maintenance**

FILE  
771086

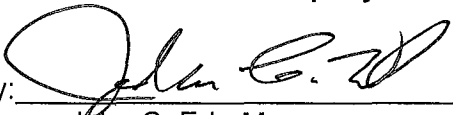
- a. Grantee will construct and maintain Grantee's Facilities on this easement at its sole expense. If underground work is involved, Grantee must call Miss Dig (tel: 1-800-482-7171) in accordance with Michigan Public Act 53 of 1974, as amended, before beginning any ground breaking. Edison may inspect Grantee's Facilities during any construction or maintenance work.
- b. Grantee and its contractors must maintain at least a 20 foot clearance from Edison Facilities. Grantee must not mound dirt or change elevations which would decrease the clearance of Edison's existing electric lines to ground.
- c. Grantee must not change the natural drainage of the Easement Area.
- d. Grantee must not change either the elevation or the slope of the Easement Area without Edison's prior written permission.
- e. After Grantee completes construction of Grantee's Facilities, Grantee must send "as-built" drawings of Grantee's Facilities to the Principal Area Leader, Architectural/Civil/Towers, The Detroit Edison Company, 2000 Second Avenue, Room 662 G.O., Detroit, Michigan 48226. (Tel. 313-237-6898).
- f. After Grantee completes any construction or maintenance work, Grantee must back-fill any excavations with excavated material having an in-place density of at least 100 pounds per cubic foot. If excavated material is unsuitable (e.g. peat, organic material or trash), Grantee must use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, Grantee must place backfill in 12 inch to 15 inch layers and compact each layer to 90 percent maximum density as determined by the Modified Proctor Test (ASTM D 1557). For aggregate or pavement surface, Grantee must place backfill in 9 inch maximum layers and compact each layer to 95 percent maximum density as determined by the Modified Proctor Test.

9. **Abandonment** If Grantee abandons any part of this easement, then within three months after the abandonment, Grantee must restore the abandoned part as nearly as possible to its original condition and give Edison a written recordable document concerning this abandonment.

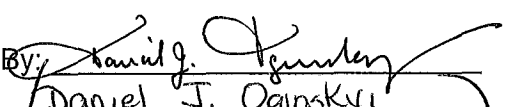
10. **Mortgage** This easement is subject to an October 1, 1924, Mortgage between The Detroit Edison Company and Banker's Trust Company, a New York corporation, and all supplemental agreements to the Mortgage.

11. **Successors and Assigns** This easement runs with the land and binds and benefits Edison's and Grantee's successors and assigns.

**The Detroit Edison Company**

By:   
 John C. Erb, Manager  
 Corporate Real Estate Administration

**International Transmission Company**

By:   
 Daniel J. Oginsky  
 Vice President & General Counsel  
 Daniel J. Oginsky  
 Vice President & General Counsel

FILE

Acknowledged before me in Wayne County, Michigan, on March 1, 2005, by John C. Erb, Manager of Corporate Real Estate Administration of the Detroit Edison Company, a Michigan corporation, for the corporation.

DIANE LYNN FRANCISCO  
NOTARY PUBLIC MACOMB CO., MI  
MY COMMISSION EXPIRES Feb 17, 2008  
ACTING IN WAYNE COUNTY, MI

Notary's Stamp:

(Notary's name, county and date commission expires)

Notary's Signature:

*Diane Lynn Francisco*  
*Diane Lynn Francisco - Macomb*  
*Acting in Wayne*

Acknowledged before me in <sup>Oakland</sup> Wayne County, Michigan on February 15, 2005, by Daniel J. Oginsky, V.P. + General Counsel of International Transmission Company, a Michigan corporation, for the corporation.

ELAINE K. CLIFFORD  
NOTARY PUBLIC - MICHIGAN  
OAKLAND COUNTY  
MY COMMISSION EXPIRES OCT. 14, 2007

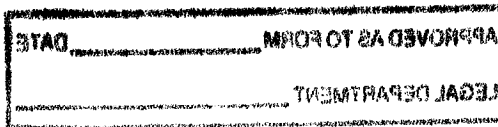
Notary's Stamp:

(Notary's name, county and date commission expires)

Notary's Signature:

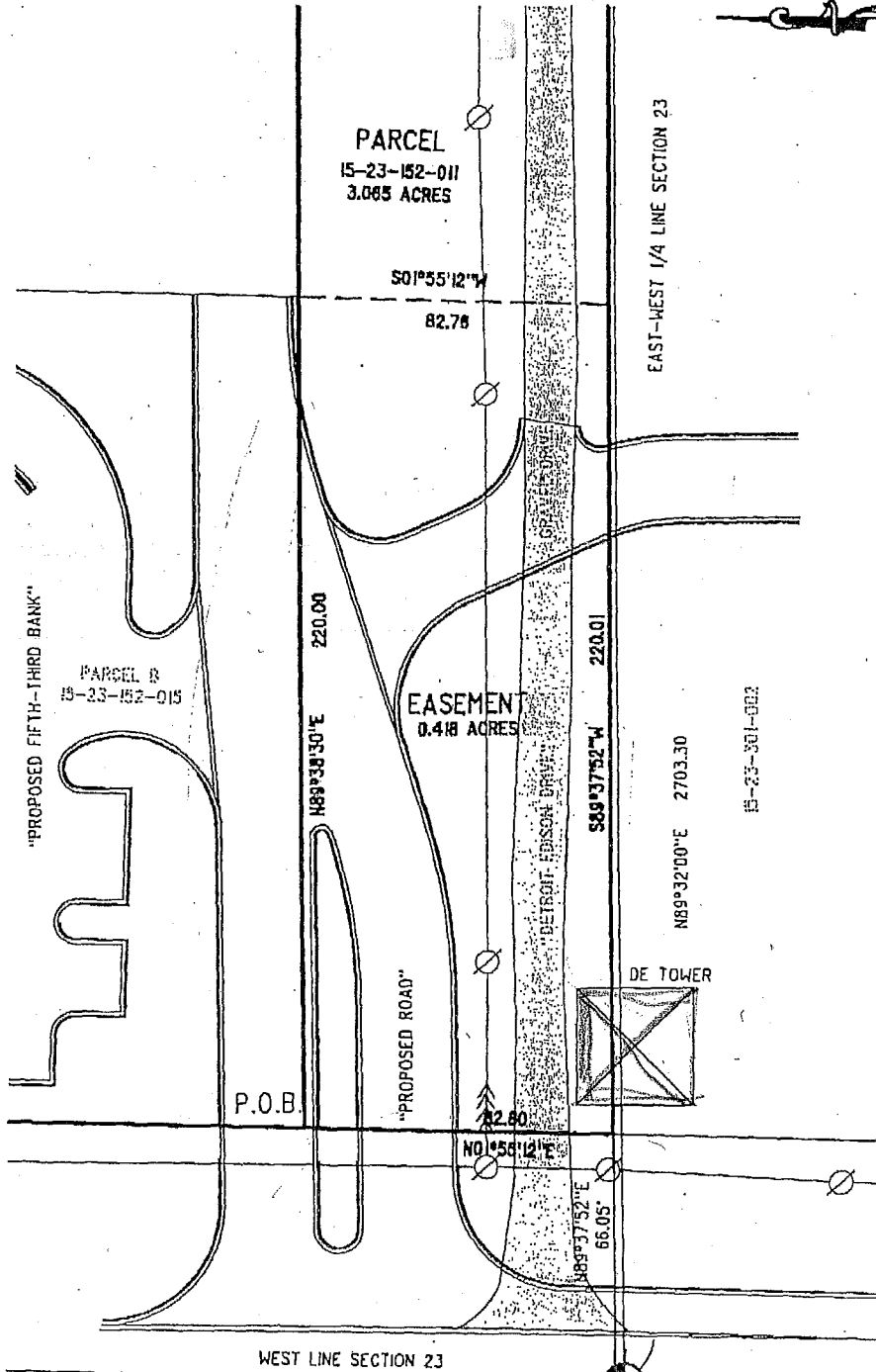
*Elaine K. Clifford*  
*acting in Oakland County*

Prepared By: George H. Hathaway, Detroit Edison, 2000 2<sup>nd</sup> Avenue, Detroit, Michigan 48226  
Return to: Barbara Mention, 39500 Orchard Place, Suite 205, Novi, Michigan 48375



**FILE**  
1710810

# DETAIL A-A



**ROCHESTER ROAD**  
(66' WD. 1/2 R.O.W.)

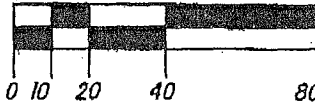
(1-8)  
WEST 1/4 CORNER  
SECTION 23,  
T.3N., R.11E.,  
(L. 14992, PG. 93)

### LEGEND

- UTILITY POLE
- GUY POLE



GRAPHIC SCALE: 1" = 40'




08-2004-5553,  
SHEET 2 OF 3

FILE 11086

**REAL ESTATE**  
**Project No. EMA04392**

Date: July 24, 2006

To: Records Center

From: Barbara Mention   
Real Estate & Claims

Subject: Seismic Survey Permit-Section 23, City of Rochester Hills, Oakland  
County, Michigan.

Attached are papers related to a Seismic Survey Permit dated July 18, 2006, from *ITC Transmission* to the Bishop Land Service, whose address is P.O. Box 366, Mesick, Michigan 49668.

The purpose of the encroachment is to conduct a geophysical seismic survey in search for possible reserves of petroleum and/or natural gas.

The document processing and preparation fee in the amount of \$350.00 was received and forwarded to Accounting on June 27, 2006.

Please incorporate these papers into Right of Way File No. T71086.

Attachments



Bishop Land Service  
P.O. Box 366  
Mesick, MI 49668

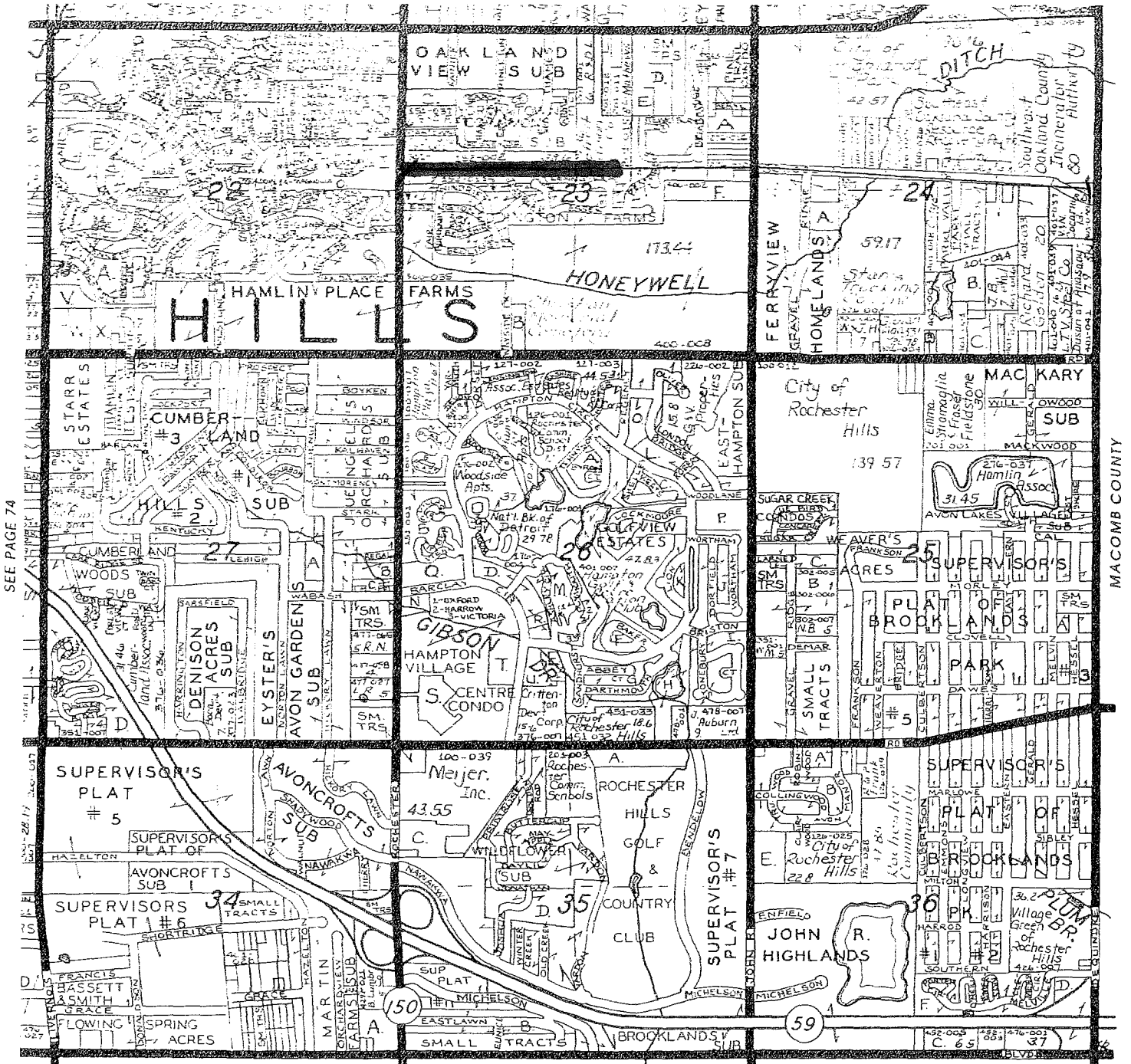
**RE: Permit to encroach within a transmission line easement**  
**ITC Project No.: NOA06742**

In reply to your request, the International Transmission Company, a Michigan corporation, voluntarily grants you this permit to encroach in an easement that has been assigned to International Transmission Company. The terms of this permit are as follows:

1. **Personal permit:** This permit is personal to you, gives no rights to the public, and gives no rights adverse to International Transmission Company.
2. **Description of easement:** Part of the NW1/4 of Section 23, T3N, R11E, Rochester Hills, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is N01°55'12"E 2.36 feet along the West line of Section 23 and N89°38'14"E 66.05 feet to the East R.O.W. line of Rochester Road (66ft wd. ½ R.O.W.) from the West ¼ Corner of Section 23; thence N01°55'12"E 82.81 feet along said East R.O.W. line of Rochester Road (66ft wd. ½ R.O.W.); thence N89°38'30"E 220.00 feet; thence S01°55'10"W 82.79 feet; thence S89°38'14"W 220.00 feet to the East R.O.W. line of Rochester Road (66ft. wd. ½ R.O.W.) also being the Point of Beginning.
3. **Area of the easement you are permitted to encroach upon:** As shown on attached drawing highlighted in red.
4. **Purpose of encroachment:** To conduct a geophysical seismic survey in sear for possible reserves of petroleum and/or natural gas.
5. **International Transmission Company's Rights** This permit is subject to International Transmission Company's rights to construct, reconstruct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("International Transmission Company's facilities") in the easement. Additionally, this permit is subject to the rights of all other public utilities.
6. **Sole Risk** You must use the land at your sole risk. If your use of the land is impaired, International Transmission Company will not be liable to you for any damage.
7. **Indemnity**
  - a. You will indemnify International Transmission Company, its officers, agents and employees, for any claims for injuries or damages to persons or property or both arising directly or indirectly out of the use of this permit by you (the person, company or organization, its contractors, lessees and licensees). This includes, but is not limited to, claims arising out of your negligence, your and International Transmission Company's joint negligence, or any other person's negligence.
  - b. You will also indemnify International Transmission Company, its officers, agents, and employees, for any claims for direct, indirect, consequential, or liquidated damages sought by International Transmission Company customers, based upon energy supply agreements, which i) arise directly or indirectly out of the use of this agreement by you (the company, its contractors, lessees and licensees), and ii) are due to momentary or sustained electrical interruptions or voltage fluctuations, including sag, arising out of your negligence, your and International Transmission Company's joint negligence, or any other person's negligence; however this indemnification will not apply to any claims arising out of International Transmission Company's sole negligence.







©1997 Rockford Map Pubs., Inc.

SEE PAGE 51

Oakland County, Mich.

SMALL TRACT OWNERS

Sec. Ltr. Name	Ac.	Pin #	Sec. Ltr. Name	Ac.	Pin #	Sec. Ltr. Name	Ac.	Pin #	Sec. Ltr. Name	Ac.	Pin #
SOUTHEAST AVON T.3N.-R.11E.			22 P ... NORTHBRIDGE APTS	18.6	201-002	26 C ... HEATHER VIEW ESTATES SUB			27 C ... REGAL OFFICE PLAZA CONDO		
22 A ... AVON HILLS VILLAGE SUB			22 S ... WINCHESTER VILLAGE SUB 3			26 D ... HAMPTON OFFICE PK SUB 2			27 D ... PINE RIDGE LTD DIV HOUSING	29.3	351-006
22 B ... WOODGROVE-AVON HILLS COND			22 T ... A & S INV CO	14.3	226-007	26 E ... HAMPTON PARK SUB 2			34 A ... DILAND CO & B LUMBA CO INC	9	477-015
22 C ... AVON HILLS HOUSING COOP	34.65	178-001	22 U ... T & T DEV T	9	226-016	26 F ... ABERDEEN SUB			35 A ... SUPV PLAT AVON TWP 8		
22 D ... AVON A M C U L D H A	7.97	252-001	22 V ... H-B CHURCH	5	351-012	26 G ... EDINSHIRE SUB 3			35 B ... GRANDVIEW SUB		
22 E ... ROCHESTER GLENS SUB			22 W ... S H LUTH CHURCH	5	351-003	26 H ... HAMPTON PARK SUB 1			35 C ... P MORAN OLDS & G M C	11.2	100-040
22 F ... FIELDCREST SUB			22 X ... P & C P	5	351-004	26 I ... EDINSHIRE SUB 1			35 D ... WILDFLOWER SUB 2		
22 G ... BOGARTS PLACE SUB			23 A ... FLORAL BLACKETT'S GDNS SB			26 J ... EDINSHIRE SUB 2			35 A ... AVON MANOR ESTATES SUB		
22 H ... WINCHESTER VILLAGE SUB			23 B ... SMALL TRACTS			26 K ... MANCHESTER SUB			36 B ... AVON MANOR ESTATES SUB 2		
22 I ... MEADOWFIELD CONDO'S			23 C ... C & J P	6.4	151-001	26 L ... HAMPTON PINES TN HMS COND			36 C ... B W	6.5	452-005
22 J ... CITY OF ROCH HILLS	5.14	101-001	23 D ... D & J R	6	201-016	26 M ... BARCLAY CONDO'S			36 D ... A D	5.9	426-006
22 K ... BELLBROOK COND ROCH HILLS			23 E ... BERTRAND, C	8	201-006	26 N ... HAMPTON B BUSINESS PK 1			36 E ... MC GUCKIN, F	8	152-019
22 L ... AVON A M C U L D H A	7.53	176-001	23 F ... ROCHESTER SCHOOL DIST	11	400-001	26 O ... REGENCY PK CONDOS HAMPTON			36 F ... ASPEN MEADOWS LTD	29	451-003
22 M ... NORTHBRIDGE APTS LTD II	12.9	201-003	24 A ... FITZPATRICK SUB			26 P ... HAMPTON PARK SUB 3					
22 N ... AVON A M C U L D	8.88	251-001	24 B ... POND ENTP'S INC	10.18	401-044	26 Q ... HAMPTON OFFICE PK SUB 1					
22 O ... WINCHESTER VILLAGE SUB 2			24 C ... H TOOL & MAC CO	7	401-084	26 R ... BARCLAY GROUP CONDO					
22 P ... BELLBROOK COND ROCH HILLS			25 A ... SUPV PL BROOKLAND PARK 11			26 S ... TARGET STORES	8.8	351-004			
22 Q ... NORTHBRIDGE APTS III	22.97	151-015	25 B ... ARCHDIOCESE OF DETROIT	18.81	301-013	26 T ... N PLAN REALTY TRUST	9.2	377-001			
			25 C ... A L	7.4	302-010	26 U ...	4	376-006			
			26 A ... HAMPTON ON GREEN CONDOS			27 A ... CRISSFIELD SUB					
			26 B ... ESSEX AT HAMPTON	36.23	151-001	27 B ... REGAL COLONY CONDO					



Date: July 11, 2006

To: Barbara Mentions  
Real Estate and Rights of Way  
ITC

From: David Doubley  
Engineering  
ITC

Subject: **NOA06742**  
Encroachment Permit – Seismic Survey Across Corridor  
Section 23, City of Rochester Hills, Oakland County

This request is approved. The entrance to the access road along the line in question is locked. They may need to contact Fred Hall to gain entrance along the road.

Approved by: David Doubley  
David Doubley  
Engineer

# Bishop Land Service

P.O. BOX 366 – MESICK, MI 49668 – PHONE/FAX 231-885-2405

Detroit Edison Company  
2000 2<sup>nd</sup> Ave.  
Detroit, MI 48226

Line No. WB Rochester

West Bay Geophysical desires to conduct a geophysical seismic survey in search for possible reserves of petroleum and/or natural gas for West Bay Geophysical in Oakland County, and wishes to obtain permission to cross on the following tracts of land:

SEE MAP

Please refer to attached plat map for seismic survey location. It is understood and agreed that the permission herein granted will be applicable only insofar as your rights are concerned. West Bay Geophysical agrees to protect you from any and all claims resulting from their workmanship by virtue of this permit.

It is understood that West Bay Geophysical assumes all liabilities for any surface and/or crop damages resulting from their work. It is unusual for appreciable damage to result from their operation, and every effort will be made to carry on the work without inconvenience to you or damage to your property.

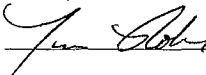
West Bay Geophysical carries and maintains in force Automobile, General Bodily Injury and Property Damage insurance to cover its operation.

Our seismic procedure is as follows:

- (1) Flags are placed to show the location of the survey.
- (2) A series of cables are placed on the surface of the ground along survey location.
- (3) A 5 ton, 4 wheel drive tractor is driven along this survey location. This tractor is called a "Mini-Vib". It has, located on it's belly, a 3 foot in diameter pad that is lowered onto the surface of the ground. Gentle vibrations are sent through the pad into the earth for approximately 6 seconds. The pad is lifted, the "Mini-Vib" is moved forward 10 feet or so, and the process is repeated until the survey is completed. This procedure was designed to work on all road surfaces and across water, sewer, gas lines, as well as clay and plastic field tile lines. The use of traditional shot holes will only be considered in heavily wooded and other areas where travel by the "Mini-Vib" is inaccessible.
- (4) Damage to corn and/or other crops will be compensated for.
- (5) All evidence of work will be removed upon completion of survey.

We kindly request that you evidence your granting the permission requested by signing and returning one copy of this letter. If you have any questions feel free to call the above number. We would appreciate hearing from you at your earliest possible convenience.

Sincerely, Tim Rohr

 \_\_\_\_\_, Permit Agent

PLEASE INDICATE ANY RESTRICTIONS OR REMARKS

PERMISSION GRANTED

By \_\_\_\_\_ Date \_\_\_\_\_