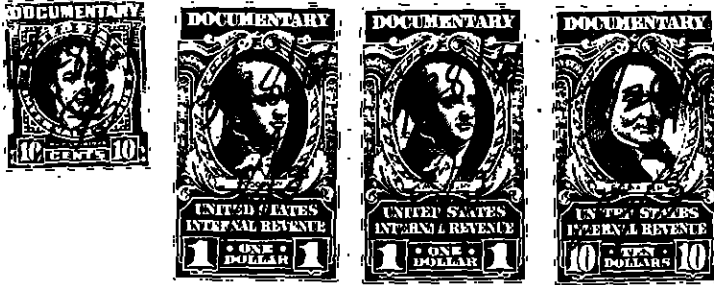


IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, we hereby grant to THE DETROIT EDISON COMPANY, its successors and assigns, the right to construct, reconstruct, operate and maintain its overhead and underground lines for the transmission and distribution of electricity and Company communication facilities, including the necessary towers, poles, H-frames, conduits, cables, manholes, fixtures, wires and equipment, upon, over, along and under a strip of land 200 feet in width and being a part of lands situated in the Village of Novi County of Oakland State of Michigan, and described as follows:

The Easterly 200 feet of a parcel of land, described as follows:

Part of the East 1/2 of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, described as beginning at the center corner of said Section 17; thence along the East and West 1/4 line of Section 17, North 89°25'19" West 675.10 feet and North 89°28'55" West 241.13 feet; thence North 1°03'59" East 2141.92 feet to the Southerly line of Grand River Avenue 100 feet wide; thence along said Southerly line, South 70°05'07" East 965.24 feet to the North and South 1/4 line of Section 17; thence along said North and South 1/4 line South 1°03'59" West 1413.13 feet and South 0°41'17" West 408.81 feet to the point of beginning.



The exact location and description of said easement shall be determined to be within the width of the easement as finally determined by the survey of said land to be made by the grantee on or before the day of the recording of this instrument. The location and description of the lines, conduits and related facilities as herein stated shall be within the width of the easement as finally determined by the survey, as established by the survey, shall be recorded in the office of the Register of Deeds and the grantee shall be bound to pay the cost of the same. The right to enter upon said lands for the purpose of making such survey is hereby granted.

1. It is further understood and agreed that the Company, its successors and assigns, shall also have the right to clear and keep clear of trees the land within said easement, and no buildings or structures shall be erected on or placed within the easement without the written consent of the Company, its successors and assigns.
2. The Company, and its successors and assigns, shall have the right of ingress and egress to and from said easement over our lands adjoining said easement for the purpose of exercising the right hereby granted.
3. The Company, or its successors and assigns, shall reimburse the undersigned, or our successors and assigns, for all damage to growing crops, buildings or fences caused by its men, trucks and other vehicles and equipment in entering said property for the purposes herein set forth.

Witness:
Niane Bowlin
Niane Bowlin
Thomas H. Beagan
Thomas H. Beagan

(Signed) Andrew J. Bowlin
Andrew J. Bowlin
Nina Bowlin
Nina Bowlin

(Accepted) THE DETROIT EDISON COMPANY
By Richard H. Taylor
Richard H. Taylor, Director
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT
STATE OF MICHIGAN } SS
County of WAYNE

1960 AUG 5 AM 11 28
RECORDED
MICHIGAN
COUNTY OF WAYNE

On this 23rd day of MAY A.D. 1960, before me, the undersigned, a notary public in and for said county, personally appeared ANDREW J. BOWLIN AND NINA BOWLIN, HIS WIFE.

known to me to be the person^s who executed the foregoing instrument, and acknowledged the same to be THEIR free act and deed.

Thomas H. Beagan
Thomas H. Beagan
Notary Public WAYNE County, Michigan.

My commission expires MAY 20, 1961

RETURN TO
RICHARD H. TAYLOR
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

RECORDED RIGHT OF WAY NO. 18272 P32



Real Estate and Claims Division

Project No: NOA05492

Date: 6/6/2005
To: Records Center
From: Elaine Clifford
Subject: Permit to encroach within a 200' wide easement

Attached are documents granting CMC Partners, LLC permission to construct the following within the tower line easement:

- 1) 8' wide concrete sidewalk
- 2) 35' wide asphalt road with underground utilities
- 3) four hydrants
- 4) 6' high decorative fencing with gate
- 5) brick piers, detention pond, and landscaping
- 6) 30' wide access road

A consideration of \$350 was received and forwarded to Accounts Receivable on March 28, 2005.

Please incorporate in ROW# R18272P22.

Attachment (s)



CMC Partners, LLC
22725 Greater Mack Avenue
St. Clair Shores, MI 48080

RE: Permit to encroach within a transmission line easement

In reply to your request, the International Transmission Company ("ITC"), a Michigan corporation, voluntarily grants you this permit to encroach on an easement that has been assigned to ITC. 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 ITC.
2. **Description of easement:** 200' easement located in part of the E 1/2 of the NW ¼ of Section 17, City of Novi, Oakland County, Michigan.
3. **Area of the easement you are permitted to encroach upon:** As shown on Nowak & Fraus Drawing #D568, Sheet No. SP2 and SP3, dated 1/10/05 and Sheet L1 dated 2/25/05.
4. **Purpose of encroachment:** 8' wide concrete sidewalk, 35' wide asphalt road with underground utilities located at the westerly edge of easement, four hydrants 35' within easement, 6' high decorative fencing with gate, including brick piers, detention pond, landscaping and 30' wide access road.
5. **ITC's Rights** This permit is subject to ITC's rights to construct, reconstruct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("ITC'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, ITC will not be liable you for any damage.
7. **Indemnity**
 - a. You will indemnify ITC (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 ITC's joint negligence, or any other person's negligence.
 - b. You will also indemnify ITC (International Transmission Company, its officers, agents, and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by ITC 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 ITC's joint negligence, or any other person's negligence; however this indemnification will not apply to any claims arising out of ITC's sole negligence.
 - c. If any claim covered by your indemnity is brought against ITC, you will defend the claim at your expense. You will also pay any costs, charges, expenses, attorney fees or judgments that ITC incurs or is subject to in the claim.

Date: 3/31/05

To: Elaine Clifford
Real Estate and Rights of Way
ITC

From: Erin M. Keeler
Engineering
ITC

Subject: **NOA05492**
Permit to encroach within a 345 kV line easement – Landscaping

The requested landscaping is approved under the following conditions:

1. Normally, only grasses are allowed within 30' of the transmission line, as they will not be greatly damaged by maintenance vehicles. Since an access road is being built, ITC will allow the shrubs to be placed within this area. However, the shrubs that are within 30' of the center line may become damaged during emergencies and regular maintenance. ITC shall not be held liable for any damage that may be caused during these instances.
2. The landscaping contractor shall ensure that all landscaping within 30-60' on each side of the tower line has a mature maximum height of 15'. If the landscaping surpasses this height, ITC retains the right to trim the trees to a reasonable and safe height. *DL*

Approved by: David Doubley
David Doubley
Engineer



INTERNATIONAL
TRANSMISSION
COMPANY

Date: 4/12/05

To: Elaine Clifford
Real Estate and Rights of Way
ITC

From: Erin M. Keeler
Engineering
ITC

Subject: **NOA05492-A**
Permit to encroach within a 345 kV line easement – Access Road

The proposed access gates through the storage facility will be acceptable. It is ITC's understanding that this is only a temporary solution and the access road will be built as soon as permits can be obtained.

Approved by: David Doubley
David Doubley
Engineer

WIXOM CITY

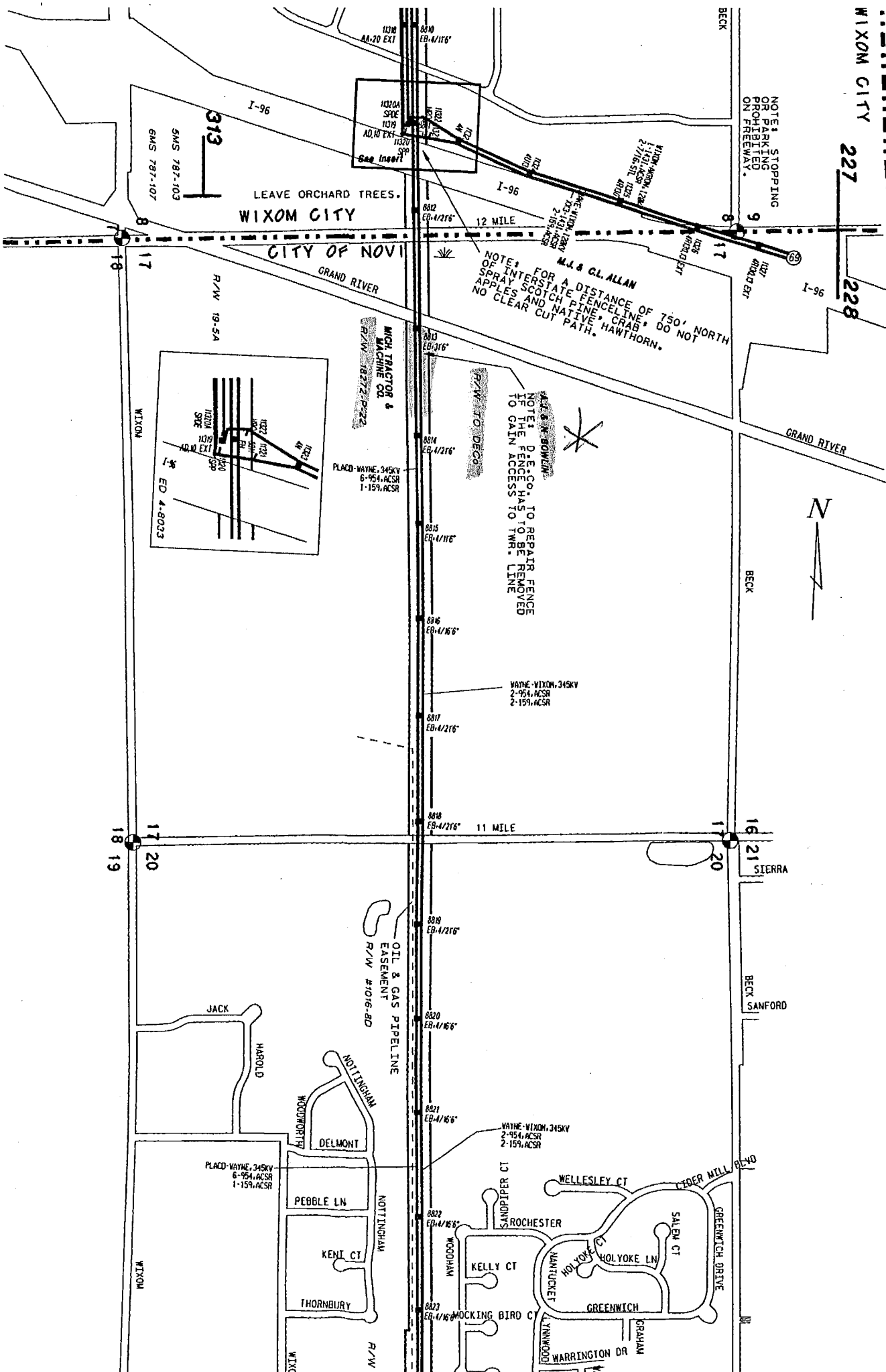
227

228

NOTE: STOPPING OR PARKING PROHIBITED ON FREEWAY.

NOTE: FOR A DISTANCE OF 750' NORTH OF INTERSTATE FENCELINE, SPRAY SCOTCH PINE, CRAB APPLES AND NATIVE HAWTHORN. DO NOT

NOTE: D.E.CO. TO REPAIR FENCE IF THE FENCE HAS TO BE REMOVED TO GAIN ACCESS TO TWR. LINE



LEAVE ORCHARD TREES. WIXOM CITY

CITY OF NOVI

GRAND RIVER

GRAND RIVER

BECK

16

SIERRA

BECK

SANFORD

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WARRINGTON DR

MOCKING BIRD CT

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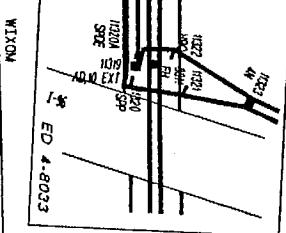
WARRINGTON DR

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313
SMS 787-103
SMS 787-107

R/W 19-5A



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17 20
18 19

JACK

HAROLD

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PEBBLE LN

WIXOM

NOTTINGHAM

DELMONT

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CMC Partners
3335 S. Telegraph Road
Cambridge Building
Dearborn, Michigan 48124

February 16, 2005

International Transmission Company
39500 Orchard Hill Place
Suite 200
Novi, Michigan 48375
Atten: Ms. Elaine Clifford

Dear Ms. Clifford,

Please find the enclosed documents detailing our request and intended use for our property on Grand River in Novi. The focus is on the ITC 200' wide easement, extending the entire length, some 1825'+ along the east border of our property.

The following items are included:

- 1) 4 copies of the engineering drawings depicting property location, major cross streets, outline of easement area, direction of overhead lines, and location of the tower structures.
- 2) Copy of the easement document, Liber 4100, page 518
- 3) Check for \$350.00

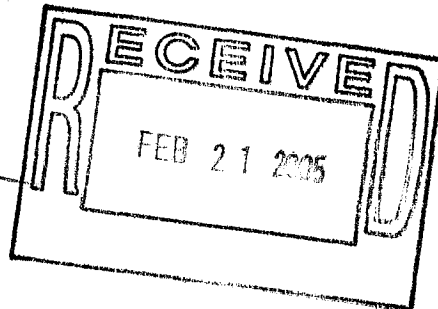
Items proposed to be placed within the easement are: paved entrance to facility, (including distance to tower), paved drive around facility, 8' city sidewalk, storm sewers and water main below grade, detention pond showing changes in grade, fire hydrants, six (6) foot high decorative fencing, including brick piers and with gate (around perimeter of facility), and a future secondary access road to the hospital to be provided to meet Fire Marshall requirements. No permanent structures will be built on the easement. Future landscaping will comply with information provided on ITC company website as is pertains to type of landscaping and the distances from towers.

Thank you for your assistance in the matter. Please feel free to contact me with any questions or comments.

Sincerely,



John T. Calvas
jtcalvas@yahoo.com
313-655-4800



NOA05492



soil and materials engineers, inc.

CORPORATE OFFICE:
THE KRAMER BUILDING
43980 PLYMOUTH OAKS BLVD.
PLYMOUTH, MI 48170-2584

REMIT TO:
Soil and Materials Engineers, Inc.
PO BOX 673166
DETROIT, MI 48267-3166

INVOICE 001880 DATE 1/2/2008
SME PROJ NO PQ55451T

TO: ITC TRANSMISSION COMPANY
39500 ORCHARD HILL PLACE
SUITE #200
NOVI MI 48375

ITC - MONTCALM
PONTIAC, MI

WORK ORDER #A0002055

PLEASE RETURN DUPLICATE COPY WITH YOUR REMITTANCE TO ABOVE REMIT TO ADDRESS

Table with 4 columns: CUST. ORDER NO., OPER., CUST. NO., FOR PERIOD. Values include P.O. #ITCMS - 0000001263, EN, I0127, and 11/19/2007 - 12/16/2007.

CONSTRUCTION MATERIALS SERVICES - CONCRETE LABORATORY/CYLINDER TESTING
(FROM 11/2 & 11/6)

Table with 4 columns: Description, Quantity, Unit, Price. Rows include SR PROJECT ENGINEER/CONSULTA, CONCRETE CYLINDERS, and COMMUNICATION FEE.

INVOICE TOTAL \$217.30

COPY OF MEMORANDUM ATTACHED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE.
KEITH TORO (Project Manager)

TERMS: Amount owed is due upon receipt of invoice. Amounts not paid within 30 days after invoice date are subject to 1.5% per month late charge.

Original Copy



soil and materials engineers, inc.

CORPORATE OFFICE:
THE KRAMER BUILDING
43980 PLYMOUTH OAKS BLVD.
PLYMOUTH, MI 48170-2584

REMIT TO:
Soil and Materials Engineers, Inc.
PO BOX 673166
DETROIT, MI 48267-3166

INVOICE 001880 DATE 1/2/2008
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KEITH TORO (Project Manager)

TERMS: Amount owed is due upon receipt of invoice. Amounts not paid within 30 days after invoice date are subject to 1.5% per month late charge.

Remittance Copy



BY EMAIL ONLY

August 19, 2009

Whitehall Real Estate Interests
Attn.: Mr. Gary Steven Jonna
39525 13 Mile Road
Novi, MI 48377

Re: Proposed Development within an Electric Transmission Easement Strip in
Section 17, T1N, R8E, Oakland County, Michigan

Dear Mr. Jonna:

I am writing in response to your recent inquiry regarding proposed development within International Transmission Company's ("ITC's") electric transmission easement strip in Section 17, City of Novi, Oakland County, Michigan. ITC's easement in this location is not an exclusive easement. Landowners may use or allow others to use ITC's easement strip in any manner that does not unreasonably interfere with the exercise of ITC's easement rights.

I understand that you are proposing to construct roadways, parking areas and typically-dry detention basins within ITC's easement strip (the "Project"). Based on our discussions and our review of your construction plans, ITC would not consider the Project to unreasonably interfere with the exercise of its easement rights, provided that the Project is located so that it does not now or hereafter 1) violate any provision of the National Electric Safety Code ("NESC"), including without limitation, the NESC clearance requirements; 2) block access to ITC's electric transmission structures by ITC's vehicles and equipment for purposes of exercising ITC's easement rights; and 3) preclude the construction of such additional electric transmission lines within the easement strip as ITC may, in its discretion, deem necessary or desirable, and further provided that the work necessary to complete the Project is completed in accordance with the requirements of the attached Exhibit A.

ITC's sole purpose in reviewing the Project has been to determine whether it unreasonably interferes with ITC's easement. ITC has not and will not make any review of the Project to identify actual or potential safety hazards to persons or property. During the planning, design and construction of the Project, it is the sole

FILE
8/19/09

responsibility of you and/or your contractor to identify and manage ALL safety issues, and to observe ALL applicable workplace and other relevant safety regulations. ITC makes no representation as to safety, and expressly disclaims all liability in any way related to the location of the proposed Project in its easement strip.

This letter should not be interpreted to limit or modify ITC's easement in any way, nor should it be interpreted to limit or modify such rights or interests as ITC or The Detroit Edison Company may have by virtue of the easement. ITC expressly reserves the right to use its easement strip for all purposes indicated in its easement, including but not limited to the construction, operation, and maintenance of utility facilities and the trimming and removal of trees. Without limiting the foregoing, ITC's use of the easement strip shall not be unreasonably restricted, limited, conditioned, or interfered with as a result of the Project. Should you have additional questions regarding ITC's easement or the information in this letter, please contact me at (248) 946-3542.

Sincerely,



Kimberly L. Savage
Attorney - Real Estate
ITC Holdings Corp.

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18212192

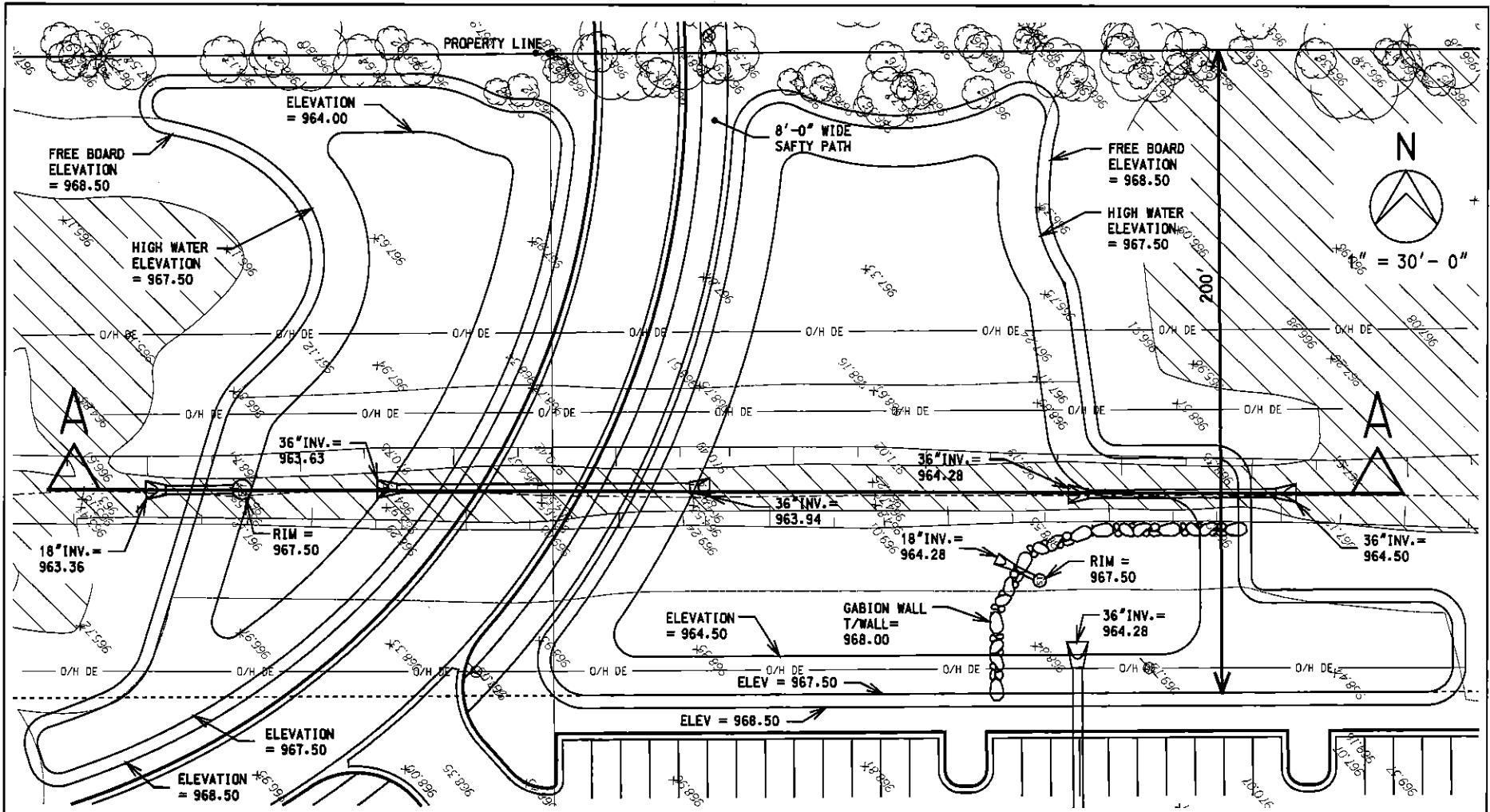
EXHIBIT A

1. No digging or trenching may be done within 25 feet of any electric transmission structure without ITC's prior written consent. If ITC consents to digging or trenching within 25 feet of any electric transmission structure, any such digging shall be subject to such specifications as indicated by ITC, including but not limited to sheeting and/or boxing during digging or trenching.

2. Any construction equipment operated on ITC's easement strip shall at all times maintain a minimum separation of 25 feet from any energized conductor. If more stringent, Iowa OSHA standards shall be observed. No dump trucks shall lift their beds under the electric lines that cross over the easement strips. ITC shall be relieved of liability for injuries or damages should its electric lines come down due to Horizon's activities.
3. The ground elevation under ITC's electric lines shall not be increased without ITC's prior approval. No fill may be placed within 20 feet of any electric transmission structure without ITC's prior approval. All fill shall be compacted sufficiently to permit maintenance vehicles to access electric transmission structures. No pockets shall be created around ITC's electric transmission structures where water could collect. All measures reasonably necessary to prevent erosion shall be taken. After construction activities are complete, the easement strip shall be reseeded.

FILE
18272722

DESIGNED BY: HUBBELL, ROTH & CLARK, INC. DATE: 07/20/09
 CHECKED BY: HUBBELL, ROTH & CLARK, INC. DATE: 07/20/09
 DRAWN BY: HUBBELL, ROTH & CLARK, INC. DATE: 07/20/09
 PROJECT NO.: 20080084



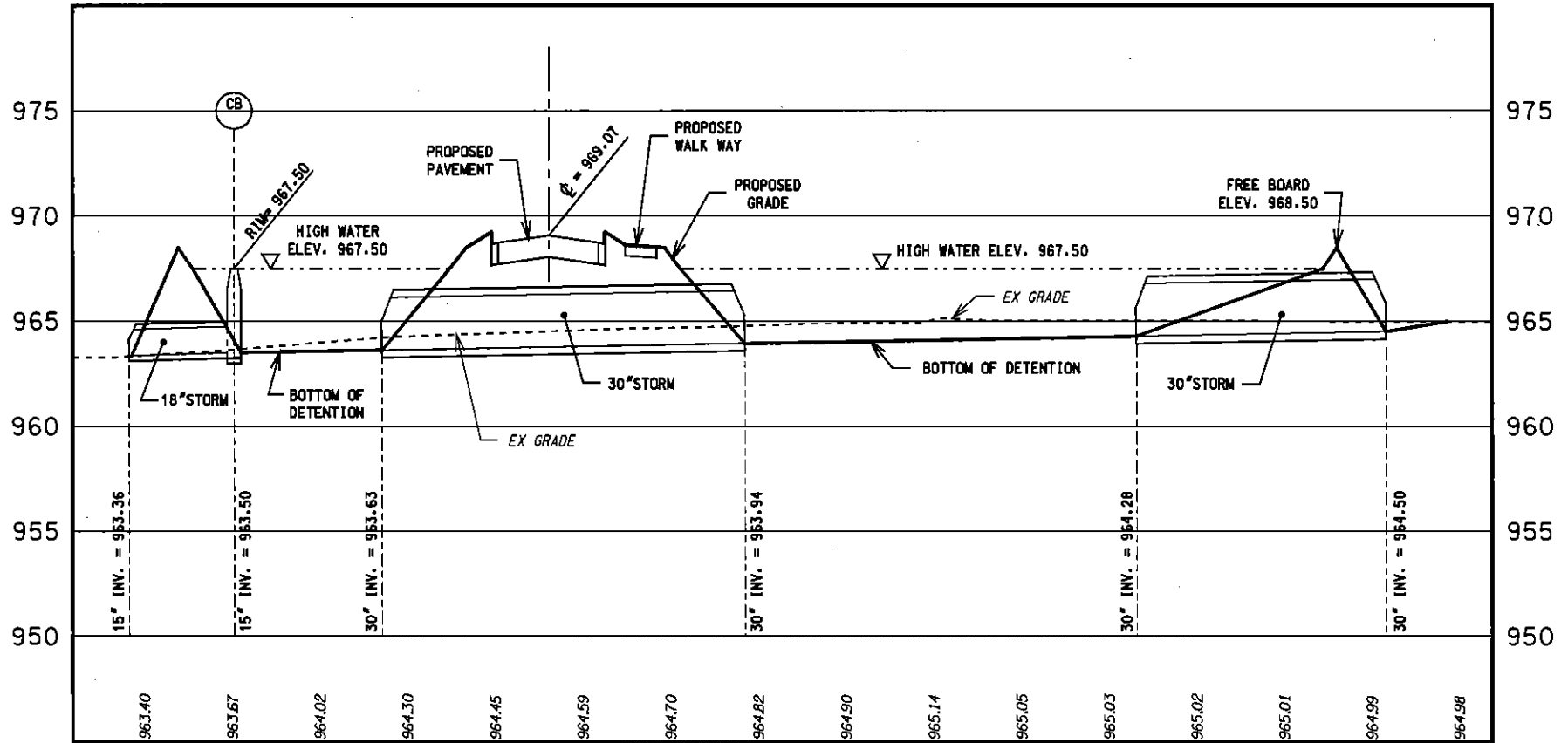
DETENTION BASIN

HORZ: 1" = 30'

WEST PARK - CITY OF NOVI

JOB NO. 20080084	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO. 1
DATE JULY 2009		P.O. BOX 824 48303-0824 OF 2

DESIGN FILE - W:\2008\0824\NOVI\117\117.dwg
 DATE: 07/09/09
 USER: hubbell
 C:\TBL - 117\117.dwg
 PLOT: 10/27/09 10:59 AM



**CROSS SECTION A-A
DETENTION BASIN**

HORZ: 1" = 30'
VERT: 1" = 5'

WEST PARK - CITY OF NOVI

JOB NO. 20080084	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824	SHEET NO. 2
DATE JULY 2009		OF 2	