

Date MAY 29, 1962

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, me I 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 90 feet in width and being a part of lands situated in Novi Township, County of Oakland, State of Michigan, and described as follows:

Land in the Northeast 1/4 of Section 1, Town 1 North, Range 8 East.
After taking 36 acres off the North side of the Northeast 1/4 of Section 1, Town 1 North, Range 8 East, then the North 1/2 of the South 1/2 of the balance of the said Northeast 1/4. Except Right of Way to The Detroit Edison Company recorded December 8, 1954, in Liber 3247, Page 60, Oakland County Records.

The exact location and description of said easement shall be determined to be 45 feet on each side of a center line to be established by a survey of said land to be made by the grantees on or before the 29th day of NOVEMBER, 1962. The location and route of the lines, conduits and related facilities as herein stated shall be within the width of the easement as finally determined. A description of said center line, as established by the survey, shall be recorded in the office of the Register of Deeds and thereafter, except for the right of ingress and egress and the right granted under Paragraph 3, the rights hereby granted shall apply only to that portion of the land herein described over which the easement as finally determined extends. 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 MY lands adjoining said easement for the purpose of exercising the right hereby granted.
3. The Company shall have the further right to keep the land thirty feet on each side of the easement as finally determined clear of those trees which in its judgment are or may become hazardous to the operation of the line constructed in the easement.
4. 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:

Lucille M. Brown
Lucille M. Brown

Thomas H. Beagan
Thomas H. Beagan



(Signed) Harold Carmin
Harold Carmin

RECORDED RIGHT OF WAY NO. 22260

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
1962 JUL 27 PM 1 39

P 3

(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 OAKLAND



On this 29th day of MAY, A.D. 1962, before me, the undersigned, a notary public in and for said county, personally appeared HAROLD CARMIN, A SINGLE MAN, known to me to be the person who executed the foregoing instrument, and acknowledged the same to be his free act and deed.

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

Thomas H. Beagan
Notary Public, WAYNE County, Michigan

My commission expires MAY 7, 1965

THOMAS H. BEAGAN
Notary Public, Wayne County, Michigan
My Commission Expires May 7, 1965

Rev. 1.65 Sec. 1; NE 1/4 of

AFFIDAVIT

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS.

GEORGE R. KEAST, of 2000 Second Avenue

Detroit, Michigan, being duly sworn deposes and says:

THAT, he is a surveyor duly registered under the laws of the State of Michigan.

THAT HAROLD CARMIN granted an easement to The Detroit Edison Company dated the 29th day of May, 1962. Said easement is recorded in the office of the Register of Deeds of Oakland County, Michigan on the 26th day of July, 1962 in Liber 4327, page 587.

Deponent further states that on behalf of The Detroit Edison Company, the center line of said easement, as in said grant provided, was surveyed and established on the 26th day of June, 1962. The center line of said easement, as established and surveyed, is as follows:

A line running in a northerly and southerly direction across the Northeast 1/4 of Section 1, Town 1 North, Range 8 East, from a point on the North line of Section 1 (14 Mile Road) also the township line 1289.25 feet westerly of the Northeast corner of Section 1, thence making a southeasterly angle of 89°53' with said Section line, a distance of 562.85 feet to a point of deflection, thence deflecting right 3°40'30" to a point on the East and West 1/4 line of Section 1, 1439.70 feet westerly of the East 1/4 corner of said Section 1. Novi Township

Further Deponent sayeth not.

George R. Keast (L.S.)
Registered Surveyor George R. Keast

Subscribed and sworn to before me this 10th

day of August, A.D. 1962

William W. Sutherland
William W. Sutherland

Notary Public, Wayne County, Michigan


My commission expires: May 7, 1965

RECORDED
OAKLAND COUNTY REGISTER
1962 AUG 27 PM 1 20

RECORDED RIGHT OF WAY NO. 22240 P 3

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



Sehn Novi LLC 
Sehn Harrison, LLC
30100 Telegraph Road
Suite 366
Bingham Farms, Michigan 48025

RE: License (Permit) to encroach on an easement that has been granted to International Transmission Company

Dear Sehn Harrison, LLC.

In reply to your request, the International Transmission Company ("ITC"), a Michigan corporation, voluntarily grants you this license (permit) to encroach on an easement that has been granted 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. It must refer to Project No. NOA0302231. ITC Proj# NOA02125

2. **Description of easement:** 90' wide centerline easement located in part of NE ¼ of Section 1, City of Novi, Oakland County, Michigan.

3. **Area of the easement you are permitted to encroach upon:** As shown on Attachment "A" & "B".

4. **Purpose of encroachment:** To construct a 60' wide road, grading for detention basin, grading for mitigation area, and public utilities.

5. **ITC's Rights** This permit is subject to ITC's rights to construct, 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.

8. **ITC Damages** You must pay ITC for all damages, losses or injuries to ITC's facilities caused by you, your agents, employees, or independent contractors while constructing, operating or maintaining your facility.

9. **Clearances** You and your contractors must maintain a 20 foot clearance from ITC facilities.

10. **Title** You warrant to ITC that you are the fee owner of the land associated with this permit as of the date of your acceptance of the permit.

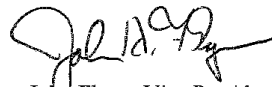
11. **Termination** This permit will terminate if you violate this agreement, or if you violate any applicable laws and regulations, or if you abandon your use for more than 6 months, or if you sell the land associated with this permit. If you sell the land associated with this permit, the new owner must request permission from ITC to continue this permit.

12. **Additional Terms**

- a. All OSHA and National Electric Safety Code safety rules must be adhered to.
- b. Grade changes within 20' of any structure is not permitted.
- c. ITC will not be responsible for any damage to the road when construction or maintenance work is performed on ITC equipment.
- d. People and/or property may be exposed to electric shocks and sensations. ITC shall not be responsible for any loss or damages related to the shocks, sensations, or falling ice including but not limited to, any secondary injuries, except to the extent caused by the negligence of ITC.

If you are willing to accept this permit on the above conditions, please sign and date below the word "Accepted" and return the original and one copy to Elaine Clifford, 1901 S Wagner Road, Ann Arbor, Michigan 48103, for signature by ITC. We will then return the completely signed original to you.

Sincerely,


John Flynn, Vice President
Legal Counsel

ACCEPTED:

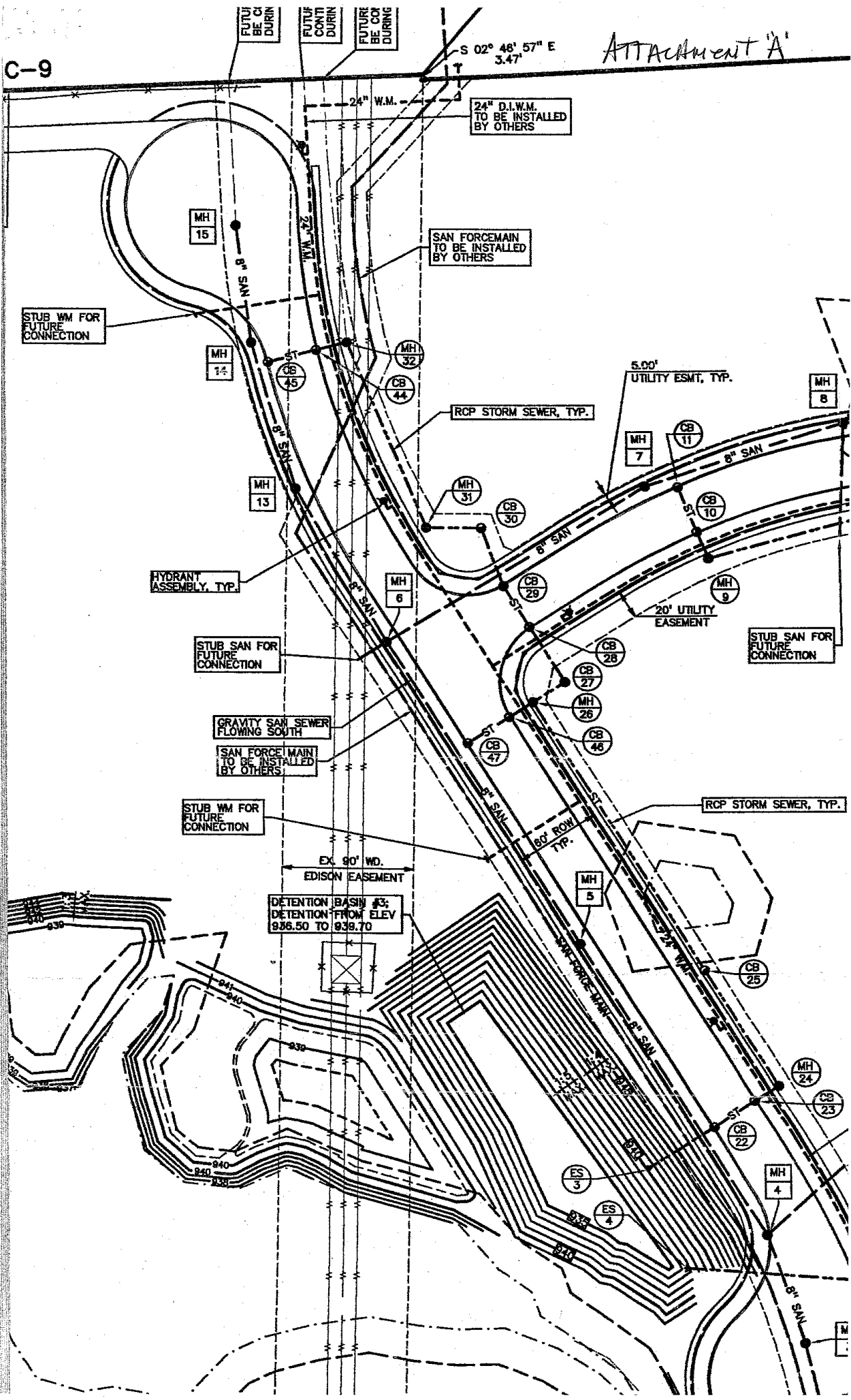
BY: 
MARLIN WROUBEL

ITS: MANAGER

DATE: 9-2-03

C-9

Attachment 'A'



ATTACHMENT 'B'

WETLAND
ER, TYP.

FLAGGED
WETLAND
BOUNDARY, TYP.

SIDWELL No.
22-01-200-018

SIDWELL
22-01-20

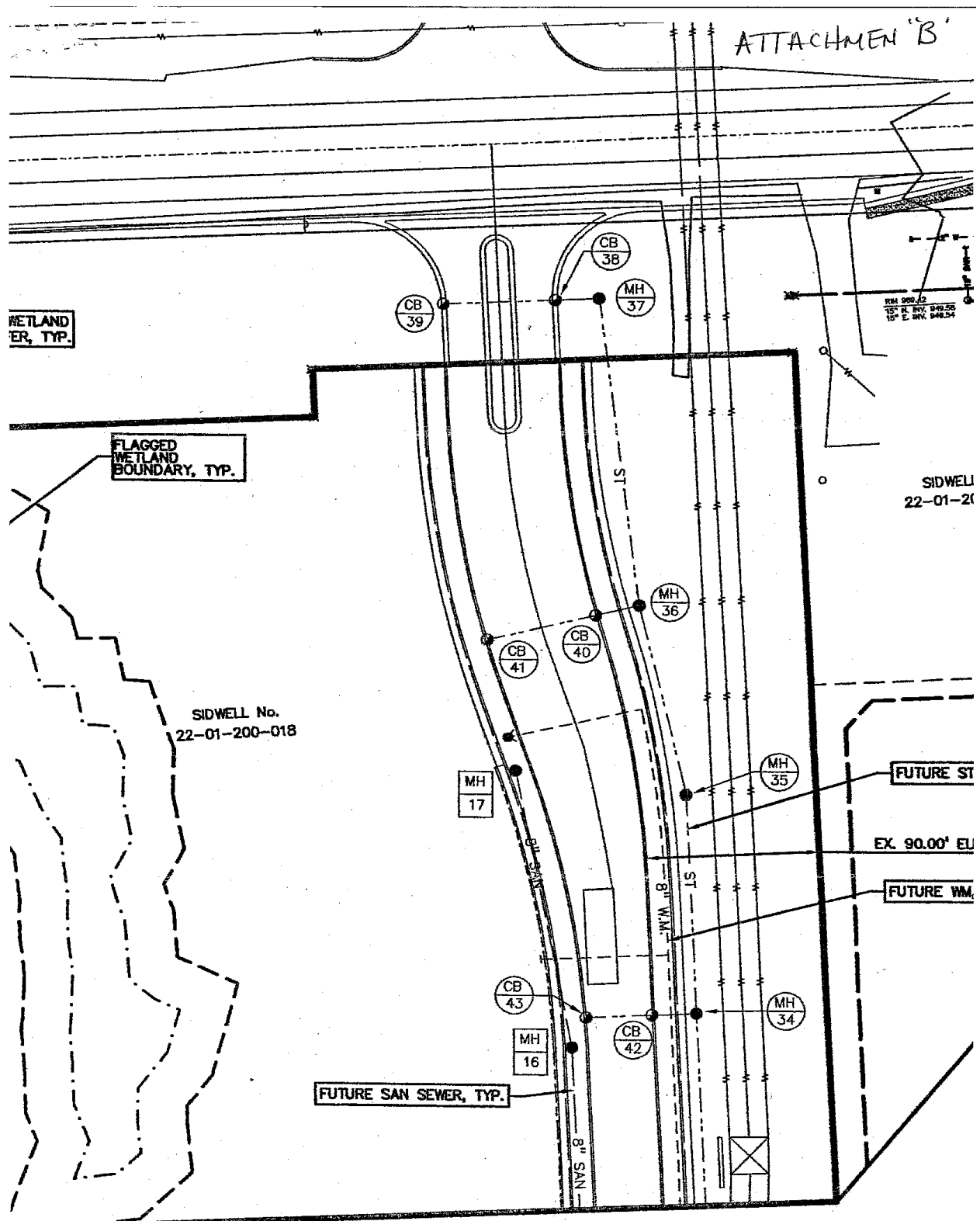
FUTURE ST

EX. 90.00' EU

FUTURE WM

FUTURE SAN SEWER, TYP.

IE - SEE SHEET C-10



Detroit Edison



A DTE Energy Company

Date: February 28, 2003
To: Elaine Clifford
From: Cheryl Groncki ^{eb}
Property Inquiry Coordinator
Project Management
Subject: Permit to Encroach Within an ITC 90' Wide Easement
NOA0302231
City of Novi, Oakland County


Request submitted by Professional Engineering is approved with the following conditions to be observed. Please note that the tower numbers are not corrected as listing in the inquiry document. The tower numbered 8473 should be 8474 and 8472 should be 8473.


- Detroit Edison retains the ability to build underground conduit, manholes and cable in the tower easement.
- Tower 8474, first tower south of 14-Mile, should have no grade changes within 20-feet of the structure legs. If a barrier wall is constructed, it can be no closer than 10-feet from the legs of the tower. This is to allow for maintenance of the tower.
- Tower 8473, the second tower south of 14 Mile, should have no grade changes within 20-feet of the structure legs. Removal of soil and closer may affect the integrity of the structure legs, which are directly buried in the surrounding soil. If this requirement cannot be met please consult tower engineering.
- The top of road crossover under the transmission line should be no closer than 30-feet to the overhanging conductors. This may have to be verified with tower engineering.
- OSHA and MIOSHA rules for operating cranes and derricks in the vicinity of Detroit Edison facilities.

NOTE: If computer equipment is located in certain areas of buildings close to high voltage power lines, it is possible that the video display terminal could experience interference due to the presence of magnetic fields.

/cag

Approved:


Steven M. Topolewski
Principal Engineer
Project Management


Adam Jacob
Engineer Transmission Planning
International Transmission Company