

367743  
LIBER 24101 PAGE 236  
\$43.00 MISC RECORDING  
\$2.00 REINUMENTATION  
11/26/2001 01:38:38 P.M. RECEIPT# 80572  
PAID RECORDED - OAKLAND COUNTY  
G.WILLIAM CABDELL, CLERK/REGISTER OF DEEDS

RECORDED R/W FILE NO. 66637

 **COPY**

### SPENCER SUBSTATION EASEMENT

This General Purpose Electrical Substation Easement ("Easement Agreement"), is made and entered into this 27<sup>th</sup> day of September, 2001, by and between Oakland University, a Michigan constitutional body corporate, whose address is Rochester, Michigan 48309-4401 ("Grantor"), and The Detroit Edison Company, a Michigan corporation, whose address is 2000 Second Avenue, Detroit, Michigan 48226, ("Grantee").

For one dollar ~~and other good and valuable consideration~~ receipt of which is hereby acknowledged, Grantor grants to Grantee the easements described below pursuant to the following covenants, terms and conditions:

1. Substation Easement. Grantor hereby grants to Grantee an exclusive easement in gross for the limited purpose of constructing, operating and maintaining a new general-purpose electric substation ("Spencer Substation") on land owned by Grantor ("Substation Easement"). The Substation Easement shall be on a certain parcel of unimproved land owned by Grantor located in the City of Auburn Hills, County of Oakland, State of Michigan, which is more fully described in the certified surveyed legal description attached hereto as Exhibit A which is incorporated herein and made part of this Easement Agreement by this reference ("Substation Easement Area").
2. Access Easement. Grantor hereby grants to Grantee a non-exclusive easement in gross for the limited purpose of reasonably necessary ingress to and egress from the Substation Easement Area ("Access Easement"). The Access Easement shall be on a certain parcel of land owned by Grantor located in the City of Auburn Hills, County of Oakland, State of Michigan, which is more fully described in the certified surveyed legal description attached hereto as Exhibit B, which is incorporated herein and made part of this Easement Agreement by this reference ("Access Easement Area").

3. Utility Easement. Grantor hereby grants to Grantee a non-exclusive easement in gross for the limited purpose of constructing, operating and maintaining, underground utility line facilities consisting of wires, manholes, conduits, pipes, cables and accessories ("Utility Easement"). The Utility Easement shall be on a certain parcel of land owned by Grantor located in the City of Auburn Hills, County of Oakland, State of Michigan, which is more fully described in the certified surveyed legal description attached hereto as Exhibit C, which is incorporated herein and made part of this Easement Agreement by this reference ("Utility Easement Area").
4. Reservation of Rights. Grantor shall retain the right to use its fee interests in the Substation Easement Area, the Access Easement Area, and the Utility Easement Area (collectively referred to hereinafter as the "Easement Area") for any purpose not inconsistent with this Easement Agreement. Grantee shall not expand any Easement Area without the prior express written consent of Grantor evidenced by a duly executed amendment to this Easement Agreement. Grantee shall not additionally burden any Easement Area unless such additional burden is reasonably necessary and essential to Grantee's enjoyment of the respective easement area and the additional burden does not increase the burden on Grantor's fee interests, and unless Grantor has provided express written consent evidenced by a duly executed amendment to this Easement Agreement.
5. Successors and Assigns. This Easement Agreement may be assigned by Grantee only to an entity that will distribute electrical power to Grantor through the Substation. Grantee hereby represents and warrants to Grantor intending the Grantor to rely thereon, that Grantee will require any such assignee to enter into an assignment agreement containing the same terms and conditions as this Easement Agreement and any amendments thereto.
6. Governing Law. The laws of the State of Michigan shall govern this Easement Agreement. Grantor and Grantee shall be separately responsible for compliance with all federal, state and local laws, including nondiscrimination laws.
7. Amendment. This Easement Agreement may only be amended by a written instrument that is duly executed by Grantor and is in recordable form.
8. Duration of Easement Agreement. Grantor may terminate this Easement Agreement pursuant to the terms of the Spencer Substation at Oakland University Construction, Operation and Maintenance Agreement made by and

entered into by the Grantor and the Grantee, and upon any such termination, all rights granted by Grantor to Grantee pursuant to this Easement Agreement shall revert to Grantor.

Signed in the presence of:

Margo L. Sauner  
Margo L. Sauner  
Garry K. Stolicker  
Garry K. Stolicker

The Detroit Edison Company  
By: Paul W. Potter  
Its: Paul W. Potter, Director -  
Corporate Real Estate

STATE OF MICHIGAN )  
) SS.  
COUNTY OF WAYNE )

APPROVED AS TO FORM 9/19/01 DATE  
LEGAL DEPARTMENT YHA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2001 by Paul W. Potter of Detroit Edison, (Individual Name(s) and Office(s) Held) a Michigan corporation, on behalf of Detroit Edison. (State of Incorporation)

My Commission expires

Tanya Maria Carr  
TANYA MARIA CARR  
NOTARY PUBLIC, WAYNE COUNTY, MI  
MY COMMISSION EXPIRES JANUARY 12, 2003

Notary Public,  
County, Michigan

Signed in the presence of:

Patricia I. Rottenberk  
Patricia I. Rottenberk  
Sharon Y. Redding  
Sharon Y. Redding

Oakland University  
By: Lynne C. Schaefer  
Lynne C. Schaefer  
Its: Vice President for Finance and Administration

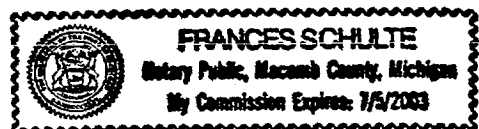
STATE OF MICHIGAN )  
) SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 2001 by Lynne C. Schaefer, Vice President for Finance and Administration of Oakland University, a Michigan constitutional body corporate, on behalf of Oakland University.

My Commission expires 7/5/2003

Frances Schulte  
Macomb  
Notary Public,  
County, Michigan acting in  
Oakland County

Prepared by and when recorded return to: Victor A. Zambardi, Oakland University, 203 Wilson, Rochester, Michigan 48309



66637  
RECORDED R/W FILE NO.

EXHIBIT-A

DESCRIPTION

DETROIT EDISON SPENCER SUBSTATION EXCLUSIVE EASEMENT-F WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1339.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 72.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 82.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 42.87 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 80.67 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 71.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 42.83 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 44.17 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 1.08 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 0.17 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 119.08 FEET TO THE POINT OF BEGINNING.

SEE "EXHIBIT-A VISUAL DRAWING 1 OF 1

SHEET 1 OF 3 (EXHIBIT "A")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS  
4479 DIXIE HIGHWAY  
WATERFORD, MICHIGAN 48326  
(248) 334-9901

EXHIBIT "A"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdl		14983

SUBJECT TO ENCROACHMENT AREAS

DESCRIPTION

THE CENTERLINE OF A 10 FOOT WIDE OAKLAND UNIVERSITY ENCROACHMENT-I WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1339.26 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 119.08 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 0.17 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 1.08 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 5.17 FEET TO POINT "J", SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 42.50 FEET; THENCE 15.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 10.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 42 DEGREES 44 MINUTES 34 SECONDS WEST, 14.14 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 57.33 TO THE POINT OF ENDING, SAID POINT BEING ON THE WEST LINE OF DETROIT EDISON SPENCER SUBSTATION EXCLUSIVE EASEMENT.

AND

THE CENTERLINE OF A 10 FOOT WIDE OAKLAND UNIVERSITY ENCROACHMENT-J DESCRIBED AS: COMMENCING AT THE ABOVE DESCRIBED POINT "J"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 39.00 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 9.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 50.29 FEET TO THE POINT OF ENDING.

SEE "EXHIBIT-A VISUAL DRAWING 1 OF 1

EXHIBIT "A"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

SHEET 2 OF 3 (EXHIBIT "A")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4479 DOBE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-9801

DATE: 08/30/01	DRAWN: rdl	CHECKED:	JOB NO. 14983
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J:\pcoj\14 4983 (OU) Spencer Substation\dwg\14983-t1.dwg, Exh1 -2, 08/30/2001 12:27:04 PM, Dick

AND INCLUDING A WALL MAINTENANCE EASEMENT

DESCRIPTION

10' WIDE WALL MAINTENANCE EASEMENT—E WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1329.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 130.17 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 54.33 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 10.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 44.17 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 1.08 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 0.17 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 119.08 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 72.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 82.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 42.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 80.67 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 71.00 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 10.00 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 81.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 100.67 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 42.67 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 82.33 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 92.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING.

SEE "EXHIBIT-A VISUAL DRAWING 1 OF 1

SHEET 3 OF 3 (EXHIBIT "A")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4479 DODGE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-9901

EXHIBIT "A"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdt		14983

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RECORDED R/W FILE NO.

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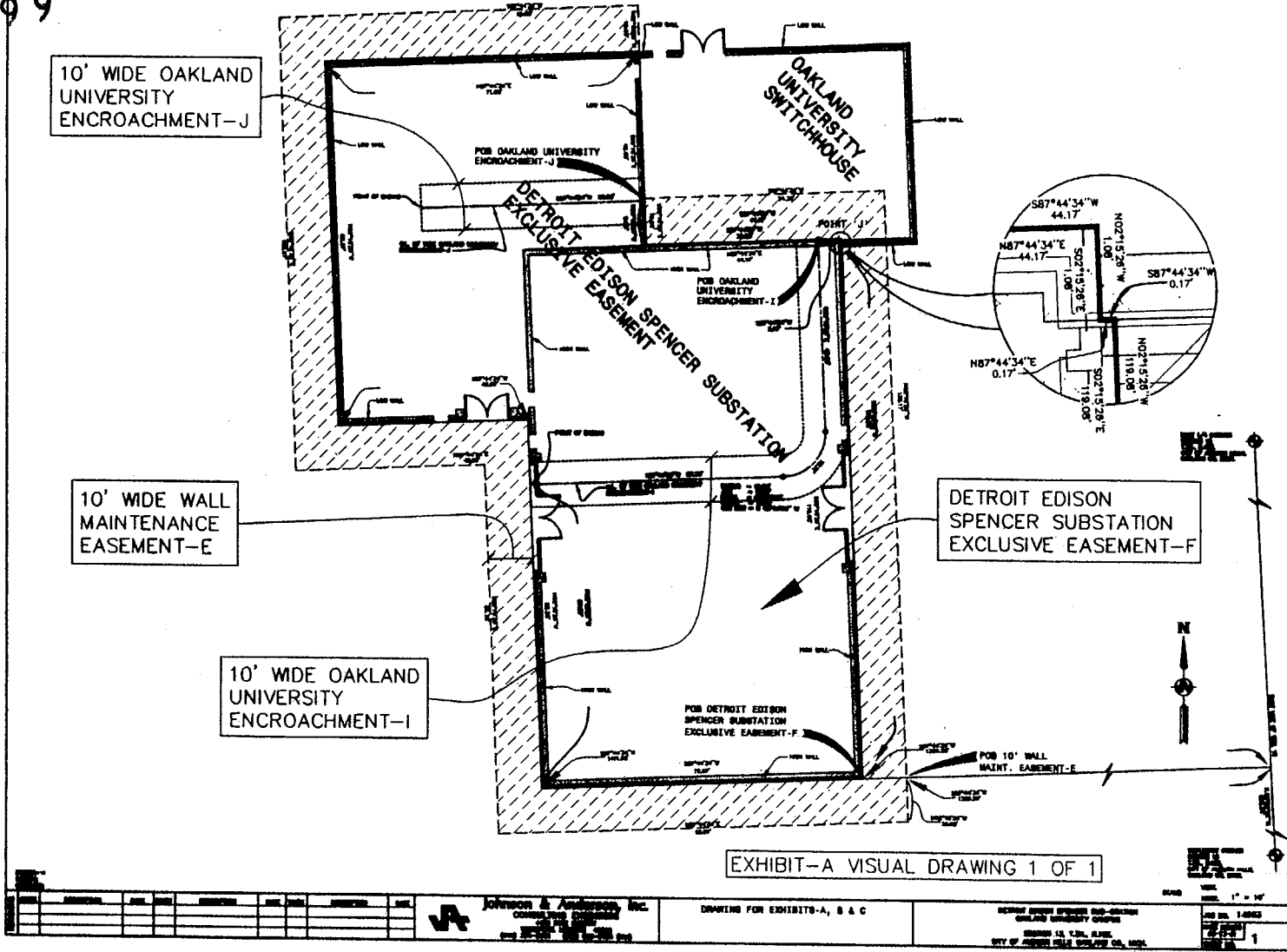


EXHIBIT-A VISUAL DRAWING 1 OF 1

<b>Johnson &amp; Anderson, Inc.</b> CONSULTING ENGINEERS 10000 W. 15th Ave., Suite 100 Denver, CO 80202										DRAWING FOR EXHIBITS-A, B & C										DETROIT EDISON SPENCER SUB-STATION OAKLAND UNIVERSITY CAMPUS SHEET NO. 14983-T1 CITY OF OAKLAND, MICHIGAN									
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66637

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EXHIBIT-B  
DESCRIPTION

DRIVE RIGHT OF WAY-G, FOR INGRESS AND EGRESS PURPOSES WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1339.26 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 50.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 20.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 15.33 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 20.00 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 15.33 FEET TO THE POINT OF BEGINNING.

AND

SEE "EXHIBIT-B VISUAL DRAWINGS 1 THRU 3"

SHEET 1 OF 2 (EXHIBIT "B")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS  
4478 DODGE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-8801

EXHIBIT "B"			
DETROIT EDISON SPENCER SUB-STATION OAKLAND UNIVERSITY CAMPUS			
SECTION 13, T.3N., R.10E. CITY OF AUBURN HILLS OAKLAND CO., MICH.			
DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rd		14983



DRIVE RIGHT OF WAY-H, FOR INGRESS AND EGRESS PURPOSES WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1411.93 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 50.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 35.33 FEET; THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND CHORD BEARING AND DISTANCE OF SOUTH 42 DEGREES 44 MINUTES 34 SECONDS WEST, 35.36 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 35.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 20.00 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 277.67 FEET TO POINT "K"; THENCE CONTINUING NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 11.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 20.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 183.33 FEET; THENCE 39.27 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 47 DEGREES 15 MINUTES 26 SECONDS EAST, 35.36 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 7.71 FEET; THENCE 7.85 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 42 DEGREES 44 MINUTES 34 SECONDS EAST, 7.07 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 7.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 20.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 7.00 FEET; THENCE 5.43 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5.00 FEET, CENTRAL ANGLE OF 62 DEGREES 10 MINUTES 50 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 33 DEGREES 20 MINUTES 51 SECONDS EAST, 5.16 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 20.58 FEET TO THE POINT OF BEGINNING.

AND

THE CENTERLINE OF A 22 FOOT WIDE DRIVE RIGHT OF WAY-Q, FOR INGRESS AND EGRESS PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "K"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 718.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD (140 FEET 1/2 WIDTH), SAID POINT BEING THE POINT OF ENDING.

SEE "EXHIBIT-B VISUAL DRAWINGS 1 THRU 3"

SHEET 2 OF 2 (EXHIBIT "B")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS  
4479 ODRE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-9801

EXHIBIT "B"			
DETROIT EDISON SPENCER SUB-STATION OAKLAND UNIVERSITY CAMPUS			
SECTION 13, T.3N., R.10E. CITY OF AUBURN HILLS OAKLAND CO., MICH.			
DATE: 08/30/01	DRAWN: rdl	CHECKED:	JOB NO. 14983

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66637

RECORDED R/W FILE NO.

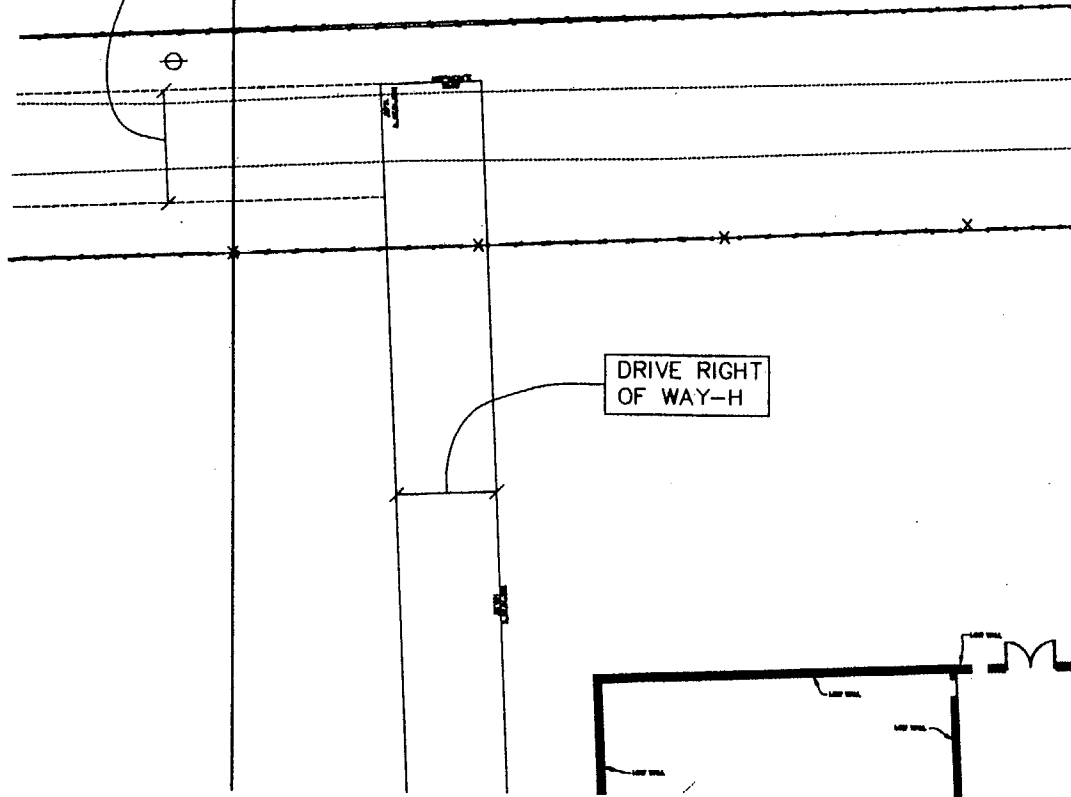
22 FOOT WIDE DRIVE  
RIGHT OF WAY-Q

LONEDALE ROAD

DRIVE RIGHT  
OF WAY-H

OAKLAND  
UNIVERSITY  
SWITCHHOUSE

EXHIBIT-B VISUAL DRAWING 2 OF 3



66637

RECORDED R/W FILE NO.

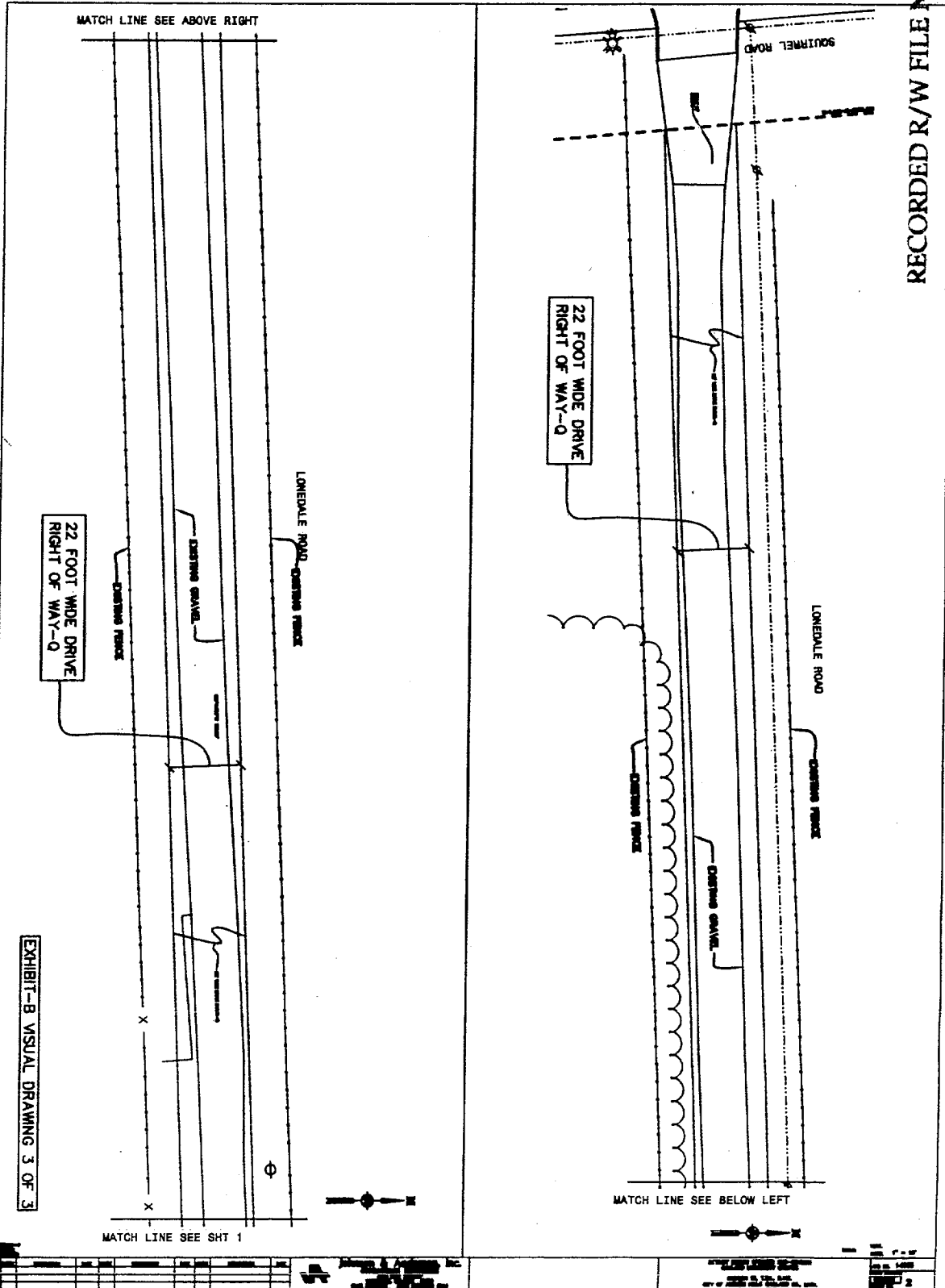


EXHIBIT-B VISUAL DRAWING 3 OF 3

MATCH LINE SEE SHT 1

MATCH LINE SEE BELOW LEFT

66637

RECORDED R/W FILE NO.

EXHIBIT-C

DESCRIPTION

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-A FOR CONDUIT PURPOSES LOCATED WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1411.93 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 27.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 56.08 FEET; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 15 MINUTES 26 SECONDS WEST, 28.28 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 64.08 FEET TO POINT "A"; THENCE CONTINUING NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 56.01 FEET TO POINT "B", SAID POINT BEING THE POINT OF ENDING.

AND

THE CENTERLINE OF A 20 FOOT WIDE EASEMENT-C FOR CONDUIT AND MANHOLE PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "B"; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 59.16 FEET TO POINT "C", SAID POINT BEING THE POINT OF ENDING.

AND

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-D FOR CONDUIT PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "C"; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 12.84 FEET; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 15 MINUTES 26 SECONDS WEST, 28.28 FEET TO THE POINT OF ENDING; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 8.00 FEET TO POINT "D".

AND

SEE "EXHIBIT-C VISUAL DRAWINGS 1 THRU 3"

SHEET 1 OF 4 (EXHIBIT "C")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4479 DOBE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-9901

EXHIBIT "C"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdl		14983

RECORDED R/W FILE NO. 66631  
THE CENTERLINE OF A 25 FOOT WIDE EASEMENT-P FOR CONDUIT PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "D"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 595.77 FEET TO THE POINT OF ENDING; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 4.50 FEET TO POINT "G".

AND

THE CENTERLINE OF A 34 FOOT WIDE EASEMENT-R FOR CONDUIT AND MANHOLE PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "G"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 107.18 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD (140 FEET 1/2 WIDTH), SAID POINT BEING THE POINT OF ENDING.

AND

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-B FOR CONDUIT PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "A"; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 47 DEGREES 15 MINUTES 26 SECONDS EAST, 28.28 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 13.42 FEET TO THE POINT OF ENDING.

DESCRIPTION

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-L FOR CONDUIT PURPOSES LOCATED WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1411.93 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 82.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 42.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 80.67 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 9.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 14.60 FEET; THENCE NORTH 09 DEGREES 02 MINUTES 19 SECONDS WEST, 63.52 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 10.00 FEET TO POINT "E", SAID POINT BEING THE POINT OF ENDING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 2.25 FEET TO POINT "F".

AND

SEE "EXHIBIT-C VISUAL DRAWINGS 1 THRU 3"

SHEET 2 OF 4 (EXHIBIT "C")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS  
4479 DODGE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-9901

EXHIBIT "C"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdl		14983

THE CENTERLINE OF A 20 FOOT WIDE EASEMENT-M FOR CONDUIT AND MANHOLE PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "F"; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 25.00 FEET TO THE POINT OF ENDING.

AND

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-N FOR CONDUIT PURPOSES BEING DESCRIBED AS: COMMENCING AT THE ABOVE DESCRIBED POINT "E"; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 12.50 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 11.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 5.00 FEET; THENCE NORTH 82 DEGREES 57 MINUTES 49 SECONDS WEST, 27.87 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 11.75 TO THE POINT OF ENDING.

DESCRIPTION

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-O FOR CONDUIT PURPOSES LOCATED WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1411.93 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 82.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 42.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 80.67 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 29.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 109.17 FEET; THENCE 15.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 15 MINUTES 26 SECONDS WEST, 14.14 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 5.00 FEET TO POINT "H", SAID POINT BEING THE POINT OF ENDING; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 2.25 FEET TO POINT "I".

AND

THE CENTERLINE OF A 20 FOOT WIDE EASEMENT-T FOR CONDUIT AND MANHOLE PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "I"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 25.00 FEET TO THE POINT OF ENDING.

AND

SEE "EXHIBIT-C VISUAL DRAWINGS 1 THRU 3"

SHEET 3 OF 4 (EXHIBIT "C")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS  
4479 DIXIE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-8901

EXHIBIT "C"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE: 08/30/01	DRAWN: rdl	CHECKED:	JOB NO. 14983
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J:\pcoj\145\1983 (00) Spencer Substation\dwg\14983-t1.dwg, Exhib 3, 08/30/2001 11:55:09 AM, Dick

66697

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-S FOR CONDUIT PURPOSES BEING DESCRIBED AS: COMMENCING AT THE THE ABOVE DESCRIBED POINT "H"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 25.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 4.00 FEET; THENCE SOUTH 78 DEGREES 26 MINUTES 58 SECONDS WEST, 39.77 FEET TO THE POINT OF ENDING.

DESCRIPTION

TRANSFORMER EASEMENT-K WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1411.93 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 82.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 21.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 10.00 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 22.00 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 10.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 22.00 FEET TO THE POINT OF BEGINNING.

ALL (EXHIBIT-C) EASEMENTS ARE TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN OVERHEAD AND UNDERGROUND ELECTRIC LINES INCLUDING POLES, WRES, MANHOLES, CONDUITS, CABLES AND EQUIPMENT. THESE FACILITIES MAY INCLUDE TELECOMMUNICATION MEDIUM, FOR USE OF EDISON OR EDISON'S ASSIGNEES. EDISON MAY TRIM OR CUT DOWN ANY TREES, BUSHES, OR BRANCHES IN THE EASEMENT THAT EDISON BELIEVES COULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF ITS FACILITIES. NO BUILDINGS, STRUCTURES OR OTHER ENCROACHMENTS SHALL BE PLACED IN THE EASEMENT WITHOUT EDISON'S PRIOR WRITTEN CONSENT.

SEE "EXHIBIT-C VISUAL DRAWINGS 1 THRU 3"

SHEET 4 OF 4 (EXHIBIT "C")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4479 DOSE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-9801

EXHIBIT "C"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdt		14983

J:\proj\145 983 (01) Spencer Substation\dwg\14983-t1.dwg, Exh1b, 08/30/2001 11:55:53 AM, Dick



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66637

RECORDED R/W FILE NO.

12' FOOT WIDE  
CONDUIT EASEMENT-A

12' FOOT WIDE  
CONDUIT EASEMENT-B

TRANSFORMER  
EASEMENT-K

OAKLAND  
UNIVERSITY  
SWITCHHOUSE

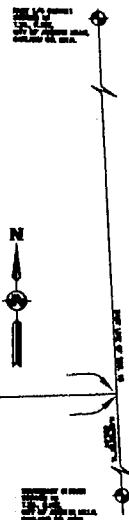
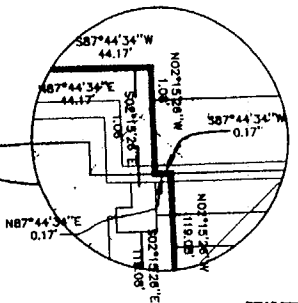


EXHIBIT-C VISUAL DRAWING 1 of 3

										DRAWING FOR EXHIBITS-A, B & C		SCALE: 1" = 10' SHEET NO. 1 OF 3 DATE: 8/30/01	
JOHNSON & ANDERSON, INC. CONSULTING ENGINEERS 1000 15th St., Suite 100 San Francisco, CA 94103										OAKLAND UNIVERSITY CENTER 1000 15th St., Suite 100 City of Oakland, Oakland, CA 94612		SHEET NO. 1 DATE: 8/30/01	

66637

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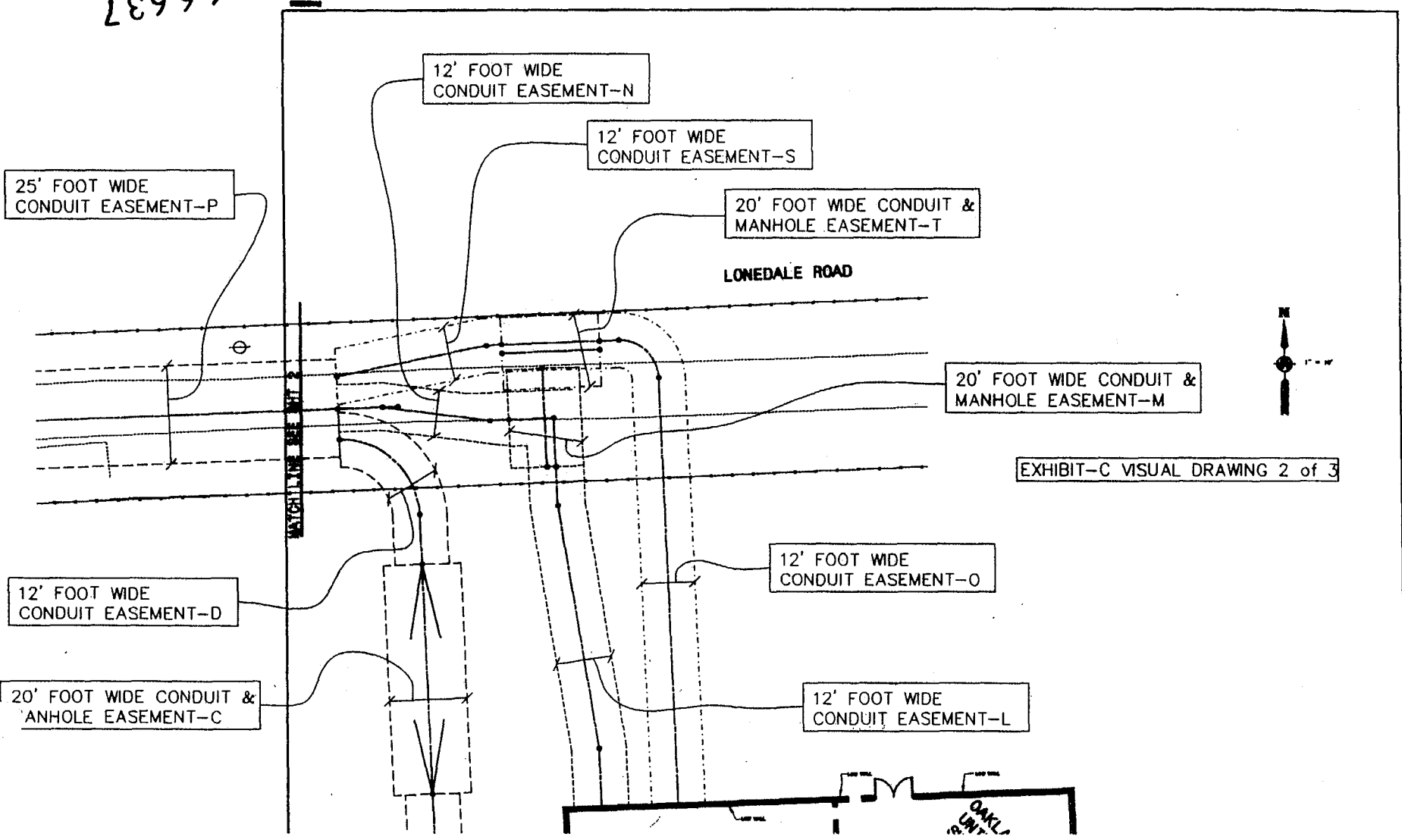


EXHIBIT-C VISUAL DRAWING 2 of 3

EXHIBIT-C VISUAL DRAWING 3 OF 3

MATCH LINE SEE SHIT 1

MATCH LINE SEE ABOVE RIGHT

25 FOOT WIDE  
CONDUIT EASEMENT-P

EXISTING FENCE

EXISTING DRAINAGE

EXISTING FENCE

LONEDALE ROAD

X X

Ø



25 FOOT WIDE  
CONDUIT EASEMENT-P

34 FOOT WIDE CONDUIT &  
MANHOLE EASEMENT-R

EXISTING FENCE

EXISTING DRAINAGE

EXISTING FENCE

LONEDALE ROAD

SQUIRREL ROAD

MATCH LINE SEE BELOW LEFT

RECORDED R/W FILE NO. 66637

66637

RECORDED R/W FILE NO.

### SPENCER SUBSTATION EASEMENT

This General Purpose Electrical Substation Easement ("Easement Agreement"), is made and entered into this 27<sup>th</sup> day of September, 2001, by and between Oakland University, a Michigan constitutional body corporate, whose address is Rochester, Michigan 48309-4401 ("Grantor"), and The Detroit Edison Company, a Michigan corporation, whose address is 2000 Second Avenue, Detroit, Michigan 48226, ("Grantee").

For one dollar and other good and valuable consideration receipt of which is hereby acknowledged, Grantor grants to Grantee the easements described below pursuant to the following covenants, terms and conditions:

1. Substation Easement. Grantor hereby grants to Grantee an exclusive easement in gross for the limited purpose of constructing, operating and maintaining a new general-purpose electric substation ("Spencer Substation") on land owned by Grantor ("Substation Easement"). The Substation Easement shall be on a certain parcel of unimproved land owned by Grantor located in the City of Auburn Hills, County of Oakland, State of Michigan, which is more fully described in the certified surveyed legal description attached hereto as Exhibit A which is incorporated herein and made part of this Easement Agreement by this reference ("Substation Easement Area").
2. Access Easement. Grantor hereby grants to Grantee a non-exclusive easement in gross for the limited purpose of reasonably necessary ingress to and egress from the Substation Easement Area ("Access Easement"). The Access Easement shall be on a certain parcel of land owned by Grantor located in the City of Auburn Hills, County of Oakland, State of Michigan, which is more fully described in the certified surveyed legal description attached hereto as Exhibit B, which is incorporated herein and made part of this Easement Agreement by this reference ("Access Easement Area").

3. Utility Easement. Grantor hereby grants to Grantee a non-exclusive easement in gross for the limited purpose of constructing, operating and maintaining, underground utility line facilities consisting of wires, manholes, conduits, pipes, cables and accessories ("Utility Easement"). The Utility Easement shall be on a certain parcel of land owned by Grantor located in the City of Auburn Hills, County of Oakland, State of Michigan, which is more fully described in the certified surveyed legal description attached hereto as Exhibit C, which is incorporated herein and made part of this Easement Agreement by this reference ("Utility Easement Area").
4. Reservation of Rights. Grantor shall retain the right to use its fee interests in the Substation Easement Area, the Access Easement Area, and the Utility Easement Area (collectively referred to hereinafter as the "Easement Area") for any purpose not inconsistent with this Easement Agreement. Grantee shall not expand any Easement Area without the prior express written consent of Grantor evidenced by a duly executed amendment to this Easement Agreement. Grantee shall not additionally burden any Easement Area unless such additional burden is reasonably necessary and essential to Grantee's enjoyment of the respective easement area and the additional burden does not increase the burden on Grantor's fee interests, and unless Grantor has provided express written consent evidenced by a duly executed amendment to this Easement Agreement.
5. Successors and Assigns. This Easement Agreement may be assigned by Grantee only to an entity that will distribute electrical power to Grantor through the Substation. Grantee hereby represents and warrants to Grantor intending the Grantor to rely thereon, that Grantee will require any such assignee to enter into an assignment agreement containing the same terms and conditions as this Easement Agreement and any amendments thereto.
6. Governing Law. The laws of the State of Michigan shall govern this Easement Agreement. Grantor and Grantee shall be separately responsible for compliance with all federal, state and local laws, including nondiscrimination laws.
7. Amendment. This Easement Agreement may only be amended by a written instrument that is duly executed by Grantor and is in recordable form.
8. Duration of Easement Agreement. Grantor may terminate this Easement Agreement pursuant to the terms of the Spencer Substation at Oakland University Construction, Operation and Maintenance Agreement made by and

66637

RECORDED R/W FILE NO.

entered into by the Grantor and the Grantee, and upon any such termination, all rights granted by Grantor to Grantee pursuant to this Easement Agreement shall revert to Grantor.

Signed in the presence of:

Margo L. Sauner  
Margo L. Sauner  
Garry K. Stolicker  
Garry K. Stolicker

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

The Detroit Edison Company

By: Paul W. Potter

Its: Paul W. Potter, Director -  
Corporate Real Estate

APPROVED AS TO FORM 9/19/01 DATE  
LEGAL DEPARTMENT SPH

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2001 by Paul W. Potter of Detroit Edison, (Individual Name(s) and Office(s) Held) a MICHIGAN corporation, on behalf of Detroit Edison. (State of Incorporation)

Tanya M. Carr  
Notary Public,  
County, Michigan

My Commission expires

**TANYA MARIA CARR**  
**NOTARY PUBLIC, WAYNE COUNTY, MI**  
**MY COMMISSION EXPIRES JANUARY 12, 2003**

Signed in the presence of:

Patricia I. Rotenberk  
Patricia I. Rotenberk  
Sharon Y. Redding  
Sharon Y. Redding

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

Oakland University

By: Lynne C. Schaefer  
Lynne C. Schaefer

Its: Vice President for Finance and Administration

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 2001 by Lynne C. Schaefer, Vice President for Finance and Administration of Oakland University, a Michigan constitutional body corporate, on behalf of Oakland University.

Frances Schulte  
Notary Public,  
County, Michigan

My Commission expires

 **FRANCES SCHULTE**  
Notary Public, Macomb County, Michigan  
My Commission Expires: 7/5/2003

Acting in Oakland County

Prepared by and when recorded return to: Victor A. Zambardi, Oakland University, 203 Wilson, Rochester, Michigan 48309

66637  
RECORDED R/W FILE NO.

J:\proj\14500\14983 (OU) Spencer Substation\dwg\14983-t1.dwg, Exhibit A-1, 08/30/2001 12:26:20 PM, Dick

EXHIBIT-A

DESCRIPTION

DETROIT EDISON SPENCER SUBSTATION EXCLUSIVE EASEMENT-F WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1339.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 72.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 82.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 42.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 80.67 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 71.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 42.83 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 44.17 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 1.08 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 0.17 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 119.08 FEET TO THE POINT OF BEGINNING.

SEE "EXHIBIT-A VISUAL DRAWING 1 OF 1

SHEET 1 OF 3 (EXHIBIT "A")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS  
4479 DODGE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-8801

EXHIBIT "A"			
DETROIT EDISON SPENCER SUB-STATION OAKLAND UNIVERSITY CAMPUS			
SECTION 13, T.3N., R.10E. CITY OF AUBURN HILLS OAKLAND CO., MICH.			
DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdl		14983

66637

RECORDED R/W FILE NO. \_\_\_\_\_

J:\proj\14500\14983 (00) Spencer Substation\dwg\14983-t1.dwg, Exhibit A-2, 08/30/2001 12:27:04 PM, Dick

**SUBJECT TO ENCROACHMENT AREAS**

**DESCRIPTION**

THE CENTERLINE OF A 10 FOOT WIDE OAKLAND UNIVERSITY ENCROACHMENT-I WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1339.26 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 119.08 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 0.17 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 1.08 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 5.17 FEET TO POINT "J", SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 42.50 FEET; THENCE 15.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 10.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 42 DEGREES 44 MINUTES 34 SECONDS WEST, 14.14 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 57.33 TO THE POINT OF ENDING, SAID POINT BEING ON THE WEST LINE OF DETROIT EDISON SPENCER SUBSTATION EXCLUSIVE EASEMENT.

**AND**

THE CENTERLINE OF A 10 FOOT WIDE OAKLAND UNIVERSITY ENCROACHMENT-J DESCRIBED AS: COMMENCING AT THE ABOVE DESCRIBED POINT "J"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 39.00 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 9.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 50.29 FEET TO THE POINT OF ENDING.

SEE "EXHIBIT-A VISUAL DRAWING 1 OF 1

SHEET 2 OF 3 (EXHIBIT "A")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4478 DORE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-0001

**EXHIBIT "A"**

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdl		14983

66637

RECORDED R/W FILE NO. \_\_\_\_\_



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AND INCLUDING A WALL MAINTENANCE EASEMENT

DESCRIPTION

10' WIDE WALL MAINTENANCE EASEMENT-E WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1329.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 130.17 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 54.33 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 10.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 44.17 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 1.08 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 0.17 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 119.08 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 72.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 82.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 42.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 80.67 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 71.00 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 10.00 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 81.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 100.67 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 42.67 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 82.33 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 92.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING.

SEE "EXHIBIT-A VISUAL DRAWING 1 OF 1

SHEET 3 OF 3 (EXHIBIT "A")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4479 DEER HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-9901

EXHIBIT "A"

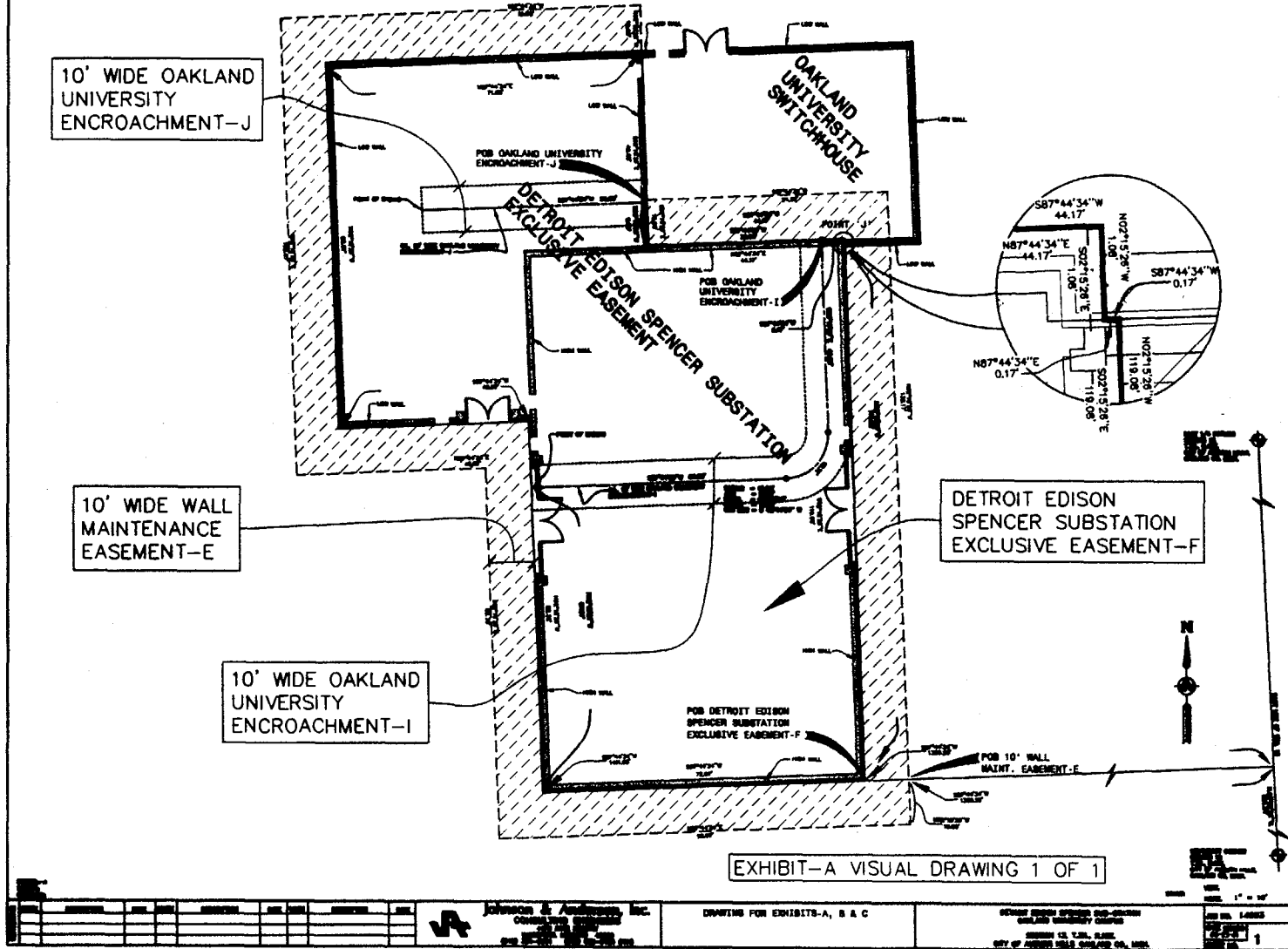
DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdl		14983

66637

RECORDED R/W FILE NO. \_\_\_\_\_



RECORDED R/W FILE NO. 66637

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EXHIBIT-B

DESCRIPTION

DRIVE RIGHT OF WAY-G, FOR INGRESS AND EGRESS PURPOSES WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1339.26 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 50.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 20.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 15.33 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 20.00 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 15.33 FEET TO THE POINT OF BEGINNING.

AND

SEE "EXHIBIT-B VISUAL DRAWINGS 1 THRU 3"

SHEET 1 OF 2 (EXHIBIT "B")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4479 DOWE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-8801

EXHIBIT "B"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdl		14983

RECORDED R/W FILE NO. 66637

J:\p\proj\14500\14983 (OU) Spencer Substation\dwg\14983-t1.dwg, Exhibit B-2, 08/30/2001 12:21:03 PM, Dick

DRIVE RIGHT OF WAY-H, FOR INGRESS AND EGRESS PURPOSES WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1411.93 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 50.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 35.33 FEET; THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND CHORD BEARING AND DISTANCE OF SOUTH 42 DEGREES 44 MINUTES 34 SECONDS WEST, 35.36 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 35.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 20.00 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 277.67 FEET TO POINT "K"; THENCE CONTINUING NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 11.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 20.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 183.33 FEET; THENCE 39.27 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 47 DEGREES 15 MINUTES 26 SECONDS EAST, 35.36 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 7.71 FEET; THENCE 7.85 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 42 DEGREES 44 MINUTES 34 SECONDS EAST, 7.07 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 7.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 20.00 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 7.00 FEET; THENCE 5.43 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5.00 FEET, CENTRAL ANGLE OF 62 DEGREES 10 MINUTES 50 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 33 DEGREES 20 MINUTES 51 SECONDS EAST, 5.16 FEET; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 20.58 FEET TO THE POINT OF BEGINNING.

AND

THE CENTERLINE OF A 22 FOOT WIDE DRIVE RIGHT OF WAY-Q, FOR INGRESS AND EGRESS PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "K"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 718.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD (140 FEET 1/2 WIDTH), SAID POINT BEING THE POINT OF ENDING.

SEE "EXHIBIT-B VISUAL DRAWINGS 1 THRU 3"

SHEET 2 OF 2 (EXHIBIT "B")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4479 DOBE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-8901

EXHIBIT "B"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdt		14983

RECORDED R/W FILE NO. 6-6637

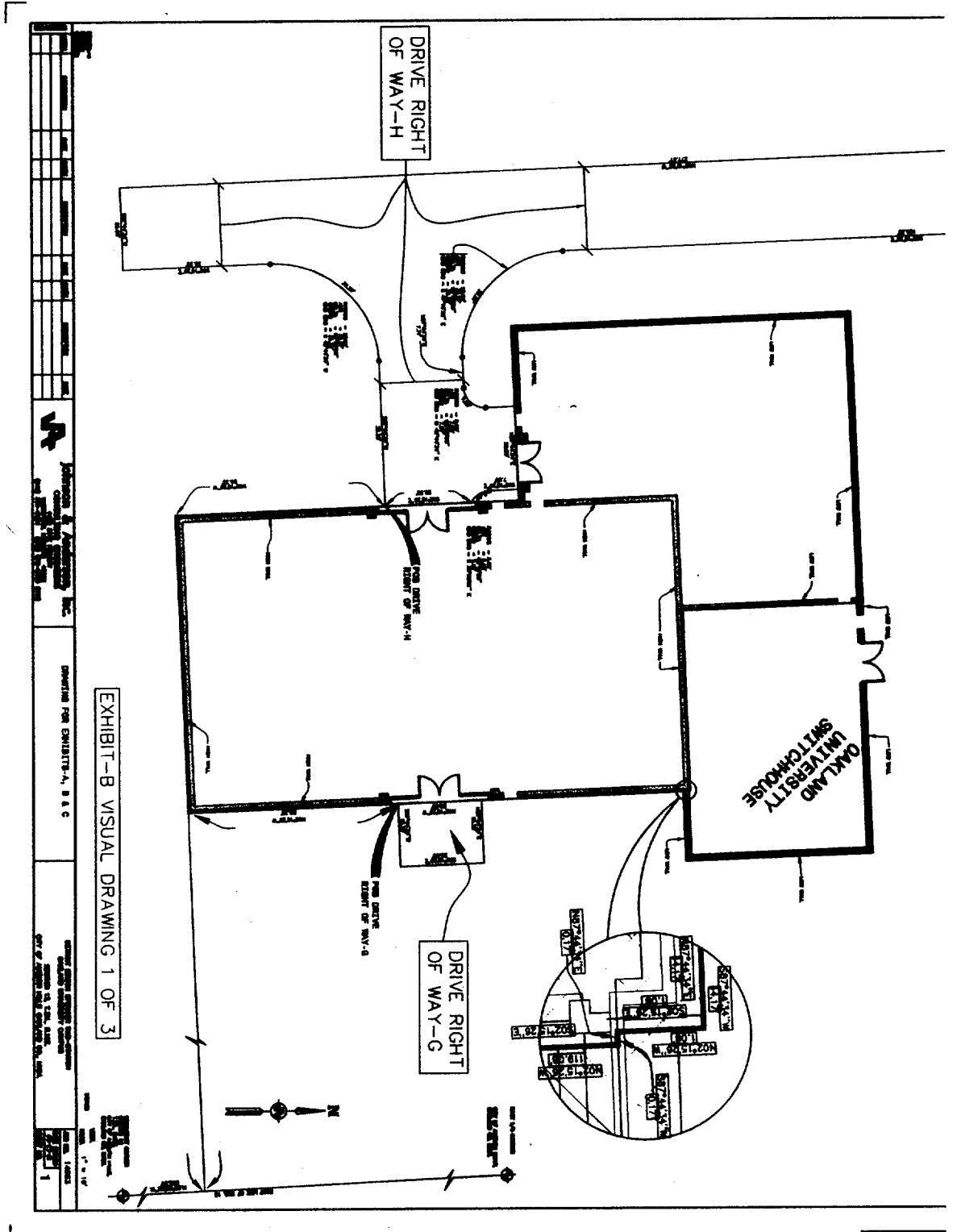


EXHIBIT-B VISUAL DRAWING 1 OF 3

SPENCER SUBSTATION, B & C  
OAKLAND UNIVERSITY SWITCHHOUSE  
OAKLAND UNIVERSITY

RECORDED R/W FILE NO. 46637

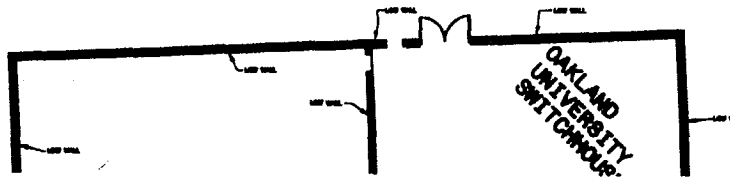
J:\proj\14500\14983 (OU) Spencer Substation\dwg\14983-tl.dwg, exhib B visual-1, 08/30/2001 08:18:53 AM, Dick

22 FOOT WIDE DRIVE  
RIGHT OF WAY-Q

LONEDALE ROAD

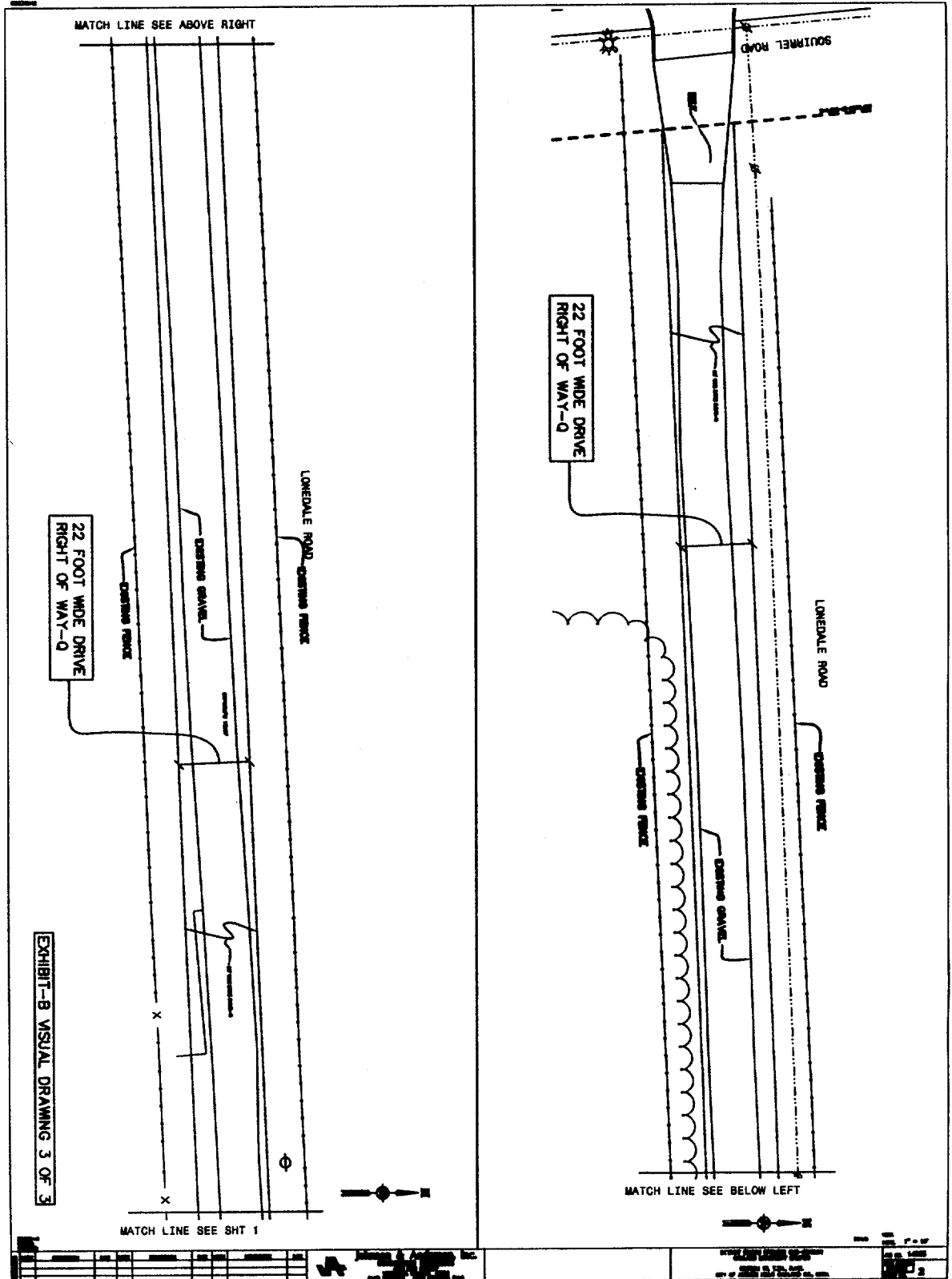
DRIVE RIGHT  
OF WAY-H

EXHIBIT-B VISUAL DRAWING 2 OF 3



RECORDED R/W FILE NO. \_\_\_\_\_

no 637



RECORDED R/W FILE NO. 66637

J:\proj\14500\14983 (00) Spencer Substation\dwg\14983-t1.dwg, Exhibit C-1, 08/30/2001 11:53:03 AM, Dick

EXHIBIT-C

DESCRIPTION

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-A FOR CONDUIT PURPOSES LOCATED WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1411.93 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 27.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 56.08 FEET; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 15 MINUTES 26 SECONDS WEST, 28.28 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 64.08 FEET TO POINT "A"; THENCE CONTINUING NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 56.01 FEET TO POINT "B", SAID POINT BEING THE POINT OF ENDING.

AND

THE CENTERLINE OF A 20 FOOT WIDE EASEMENT-C FOR CONDUIT AND MANHOLE PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "B"; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 59.16 FEET TO POINT "C", SAID POINT BEING THE POINT OF ENDING.

AND

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-D FOR CONDUIT PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "C"; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 12.84 FEET; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 15 MINUTES 26 SECONDS WEST, 28.28 FEET TO THE POINT OF ENDING; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 8.00 FEET TO POINT "D".

AND

SEE "EXHIBIT-C VISUAL DRAWINGS 1 THRU 3"

SHEET 1 OF 4 (EXHIBIT "C")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4479 DOBE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-9901

EXHIBIT "C"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdl		14983

RECORDED R/W FILE NO. 66637



J:\pco\14500\14983 (OU) Spencer Substation\dwg\14983-t1.dwg, Exhibit C-2, 08/30/2001 11:54:36 AM, Dick

THE CENTERLINE OF A 25 FOOT WIDE EASEMENT-P FOR CONDUIT PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "D"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 595.77 FEET TO THE POINT OF ENDING; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 4.50 FEET TO POINT "G".

AND

THE CENTERLINE OF A 34 FOOT WIDE EASEMENT-R FOR CONDUIT AND MANHOLE PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "G"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 107.18 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD (140 FEET 1/2 WIDTH), SAID POINT BEING THE POINT OF ENDING.

AND

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-B FOR CONDUIT PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "A"; THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 47 DEGREES 15 MINUTES 26 SECONDS EAST, 28.28 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 13.42 FEET TO THE POINT OF ENDING.

DESCRIPTION

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-L FOR CONDUIT PURPOSES LOCATED WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1411.93 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 82.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 42.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 80.67 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 9.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 14.60 FEET; THENCE NORTH 09 DEGREES 02 MINUTES 19 SECONDS WEST, 63.52 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 10.00 FEET TO POINT "E", SAID POINT BEING THE POINT OF ENDING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 2.25 FEET TO POINT "F".

AND

SEE "EXHIBIT-C VISUAL DRAWINGS 1 THRU 3"

SHEET 2 OF 4 (EXHIBIT "C")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4479 DOGE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-8801

EXHIBIT "C"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdl		14983

66637

RECORDED R/W FILE NO. \_\_\_\_\_

THE CENTERLINE OF A 20 FOOT WIDE EASEMENT-M FOR CONDUIT AND MANHOLE PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "F"; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 25.00 FEET TO THE POINT OF ENDING.

AND

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-N FOR CONDUIT PURPOSES BEING DESCRIBED AS: COMMENCING AT THE ABOVE DESCRIBED POINT "E"; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 12.50 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 11.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 5.00 FEET; THENCE NORTH 82 DEGREES 57 MINUTES 49 SECONDS WEST, 27.87 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 11.75 TO THE POINT OF ENDING.

DESCRIPTION

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-O FOR CONDUIT PURPOSES LOCATED WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1411.93 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 82.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 42.67 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 80.67 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 29.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 109.17 FEET; THENCE 15.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 15 MINUTES 26 SECONDS WEST, 14.14 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 5.00 FEET TO POINT "H", SAID POINT BEING THE POINT OF ENDING; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 2.25 FEET TO POINT "I".

AND

THE CENTERLINE OF A 20 FOOT WIDE EASEMENT-T FOR CONDUIT AND MANHOLE PURPOSES BEING DESCRIBED AS: BEGINNING AT THE ABOVE DESCRIBED POINT "I"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 25.00 FEET TO THE POINT OF ENDING.

AND

SEE "EXHIBIT-C VISUAL DRAWINGS 1 THRU 3"

SHEET 3 OF 4 (EXHIBIT "C")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4478 DIXIE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-9901

EXHIBIT "C"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rdl		14983

RECORDED R/W FILE NO. 66637

J:\pco\14500\14983 (OU) Spencer Substation\dwg\14983-tl.dwg, Exhibit C-4, 08/30/2001 11:55:53 AM, Dick

THE CENTERLINE OF A 12 FOOT WIDE EASEMENT-S FOR CONDUIT PURPOSES BEING DESCRIBED AS: COMMENCING AT THE THE ABOVE DESCRIBED POINT "H"; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 25.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 4.00 FEET; THENCE SOUTH 78 DEGREES 26 MINUTES 58 SECONDS WEST, 39.77 FEET TO THE POINT OF ENDING.

DESCRIPTION

TRANSFORMER EASEMENT-K WITHIN ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SQUIRREL ROAD, AS WIDENED IN DEED RECORDED IN LIBER 12777, PAGE 100, OAKLAND COUNTY RECORDS, SIDWELL NUMBER 14-13-401-002 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER, SECTION 13, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 02 DEGREES 52 MINUTES 22 SECONDS WEST, 885.54 FEET ALONG THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 1411.93 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 82.33 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 21.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 15 MINUTES 26 SECONDS EAST, 10.00 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 34 SECONDS WEST, 22.00 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST, 10.00 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 34 SECONDS EAST, 22.00 FEET TO THE POINT OF BEGINNING.

ALL (EXHIBIT-C) EASEMENTS ARE TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN OVERHEAD AND UNDERGROUND ELECTRIC LINES INCLUDING POLES, WIRES, MANHOLES, CONDUITS, CABLES AND EQUIPMENT. THESE FACILITIES MAY INCLUDE TELECOMMUNICATION MEDIUM, FOR USE OF EDISON OR EDISON'S ASSIGNEES. EDISON MAY TRIM OR CUT DOWN ANY TREES, BUSHES, OR BRANCHES IN THE EASEMENT THAT EDISON BELIEVES COULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF ITS FACILITIES. NO BUILDINGS, STRUCTURES OR OTHER ENCROACHMENTS SHALL BE PLACED IN THE EASEMENT WITHOUT EDISON'S PRIOR WRITTEN CONSENT.

SEE "EXHIBIT-C VISUAL DRAWINGS 1 THRU 3"

SHEET 4 OF 4 (EXHIBIT "C")

**Johnson & Anderson, Inc.**  
CONSULTING ENGINEERS

4478 DORE HIGHWAY  
WATERFORD, MICHIGAN 48329  
(248) 334-9801

EXHIBIT "C"

DETROIT EDISON SPENCER SUB-STATION  
OAKLAND UNIVERSITY CAMPUS

SECTION 13, T.3N., R.10E.  
CITY OF AUBURN HILLS OAKLAND CO., MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
08/30/01	rd		14983

RECORDED R/W FILE NO. 66637

J:\proj\14500\14983 (00) Spencer Substation\dwg\14983-tl.dwg, exhib A visual-1, 08/30/2001 12:59:59 PM, Dick

12' FOOT WIDE  
CONDUIT EASEMENT-A

12' FOOT WIDE  
CONDUIT EASEMENT-B

TRANSFORMER  
EASEMENT-K

OAKLAND  
UNIVERSITY  
SWITCHHOUSE

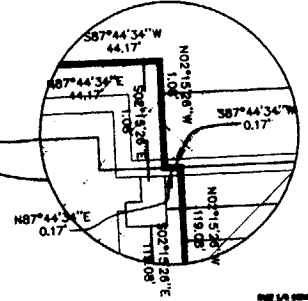
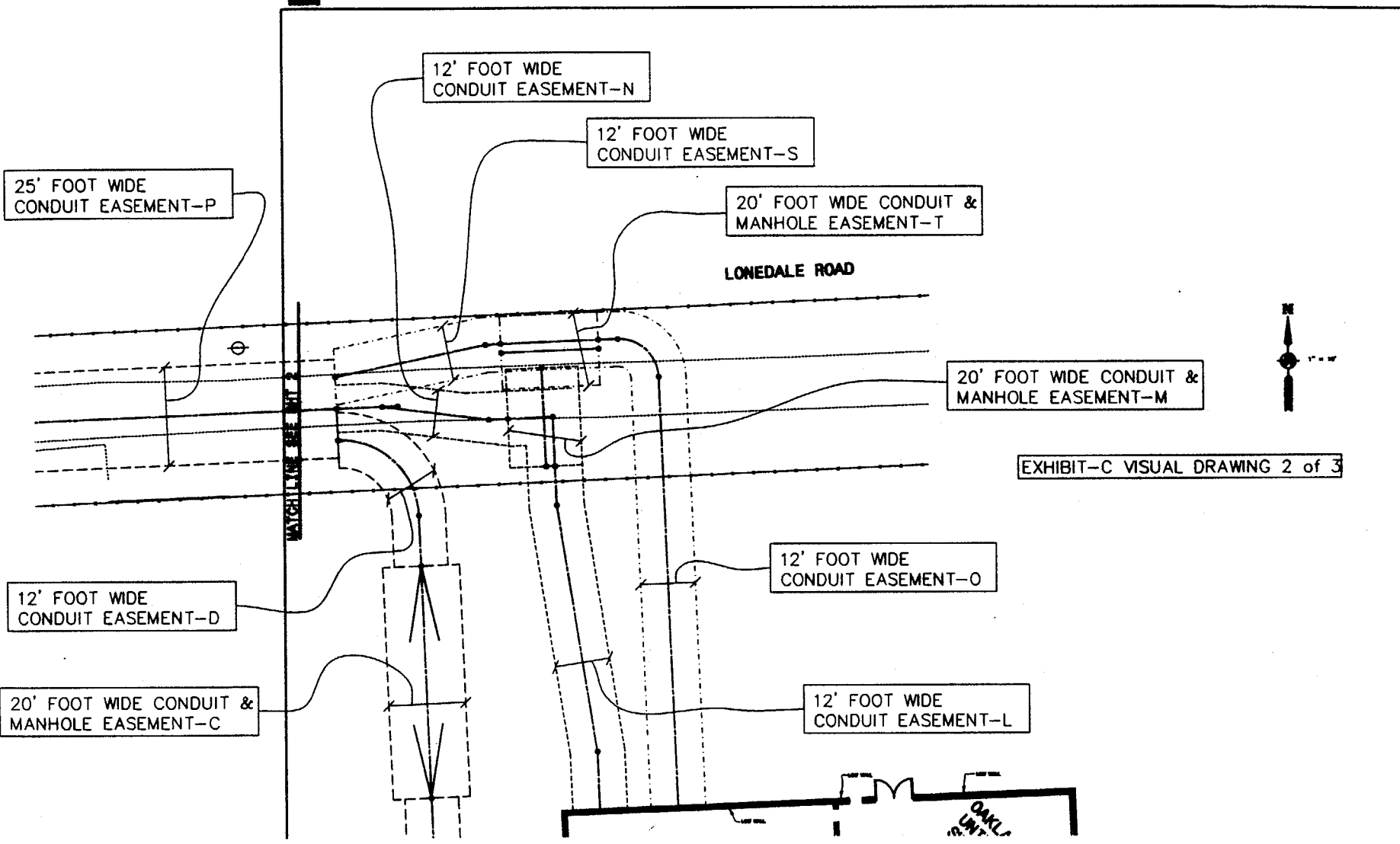


EXHIBIT-C VISUAL DRAWING 1 of 3

<b>Johnson &amp; Anderson, Inc.</b> ENGINEERS & ARCHITECTS 1000 W. 10th Street Grand Rapids, MI 49503		DRAWING FOR EXHIBITS-A, B & C	RECORD DRAWING NUMBER 200-00000 OAKLAND COUNTY OFFICE 1000 W. 10th Street GRAND RAPIDS, MI 49503 CITY OF GRAND RAPIDS OFFICE 200-00000	SHEET NO. 14983 OF 20-00000 DATE 08-30-01
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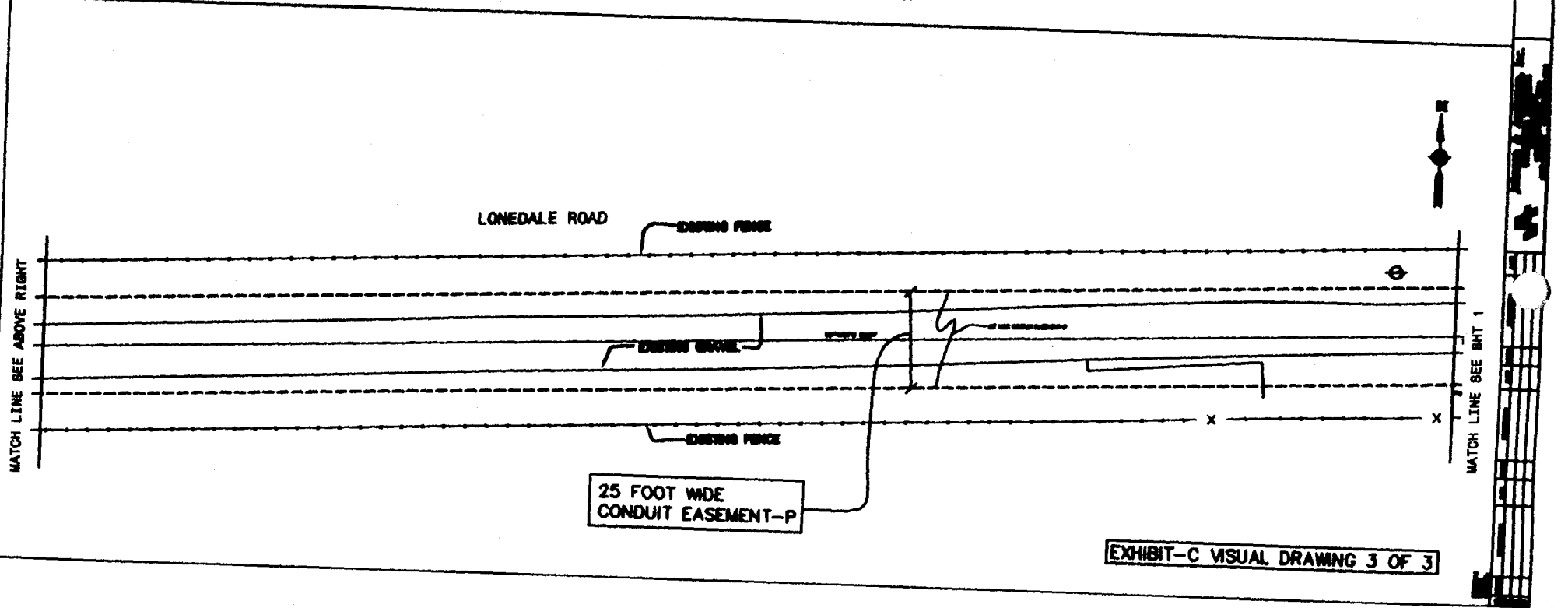
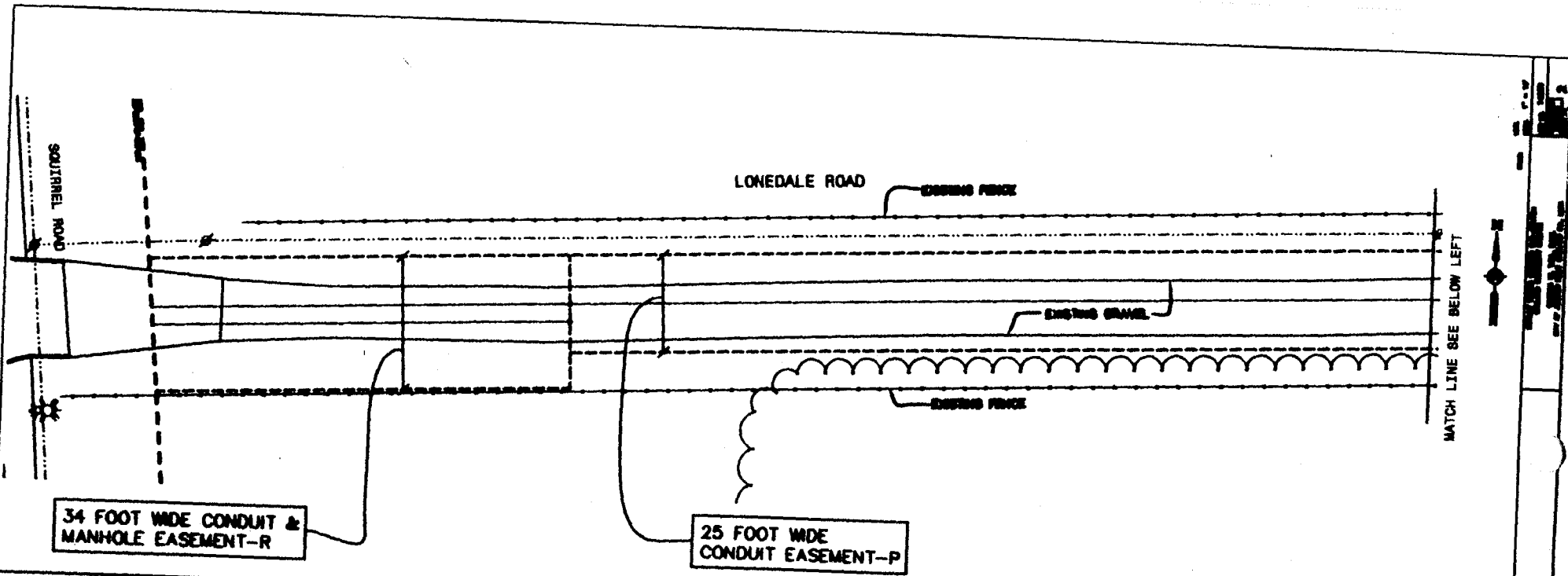


EXHIBIT-C VISUAL DRAWING 3 OF 3

**SPENCER SUBSTATION AT OAKLAND UNIVERSITY  
CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT**

This Spencer Substation at Oakland University Construction, Operation and Maintenance Agreement ("COM" Agreement), is made and entered into this 27<sup>th</sup> day of September 2001, by and between Oakland University, a Michigan constitutional body corporate, whose address is 202 Wilson Hall, Rochester, Michigan 48309-4401 (the "University"), and The Detroit Edison Company, a Michigan corporation, whose address is 2000 Second Avenue, Detroit, Michigan 48226 ("Detroit Edison").

1. Spencer Substation. Detroit Edison will construct, operate, and maintain a new general-purpose substation on land owned by the University, which shall provide electric service to both the University and other customers of Detroit Edison (the "Spencer Substation"). The Spencer Substation will consist of two 24/32/40 MVA transformers (120kV/13.2kV) and related equipment.
2. Location. The Spencer Substation will be located approximately 600 feet east of Squirrel Road and approximately 100 feet south of Lonedale Road. The exact location of the Spencer Substation will be more fully described in a Spencer Substation Easement Agreement made by and entered into by the University and Detroit Edison on a date even herewith ("Easement Agreement"), which will contain a certified surveyed legal description of the land to be used for the Spencer Substation. Three drawings representing the general layout and general location of the Spencer Substation are attached hereto and incorporated herein by this reference. See Exhibits A, B, and C.
3. Security and Clearances. The University shall not construct any buildings or improvements or allow any trees or other vegetation to grow near the Spencer Substation, except as hereinafter provided, that could reasonably be expected to: (a) be used by unauthorized persons to either enter the Spencer Substation or compromise the access security of the Spencer Substation in any way, or (b) violate the electric clearances required by the 1997 version of the National Electrical Safety Code (ANCI-C2-1997) that has been adopted by the Michigan Public Service Commission ("MPSC").
4. Ownership of the Spencer Substation. Detroit Edison will own all the substation equipment and all incoming 120 kV, and those outgoing 13.2 kV circuits that serve other Detroit Edison customers, and none of said equipment or circuits will be considered inseparably attached to the University's land regardless of whether such equipment or circuits would be considered to be so in law but for this paragraph.
5. Utilization of Spencer Substation to Serve the University.

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- 5.1. Detroit Edison shall provide the University with a circuit position in the Spencer Substation, which will be connected to the University's Switchhouse to supply the University's requirements for delivery of electric energy to serve up to 15 MVA of load, subject to scheduled and unscheduled outages.
- 5.2. Detroit Edison shall locate at its sole cost and expense a primary switch cabinet ("PSC") on a pad adjacent to the Spencer Substation, which shall provide the means of connecting the University to an alternate circuit within the Spencer Substation ("Alternate Circuit").
  - 5.2.1. Detroit Edison shall make the Alternate Circuit available to the University, if it is not then being used to serve other Detroit Edison customers and if not required for emergencies, for the University's non-emergency use to accommodate planned maintenance-related activities, and for University power outage emergencies related to failure of either the circuit position or the incoming Detroit Edison power source.
  - 5.2.2. The University understands and acknowledges that the Alternate Circuit may not be available for the University's use at all times. Therefore, the University will give Detroit Edison at least three months prior written notice of the University's intent to use the Alternate Circuit, and the period of time the University intends to use the Alternate Circuit, which shall not exceed one continuous week or two weeks in any month. Detroit Edison shall make all reasonable efforts to avoid any use of the Alternate Circuit during the time period designated by the University that would adversely affect the University's use of the Alternate Circuit.
6. Electric Service. The electric energy and distribution service or distribution service only ("Electric Service") provided to the University by Detroit Edison through the Spencer Substation is not covered by this COM Agreement and shall be pursuant to the rates and rules approved from time to time by the MPSC. Subject to the University making other arrangements with Detroit Edison to receive Electric Service at the University's expense, termination of this COM Agreement alone shall not preclude the University from receiving Electric Service from Detroit Edison pursuant to such rates and rules of the MPSC as may then be in effect.
7. Excess Load Capacity. This COM Agreement and the Spencer Substation will provide the University with up to 15 MVA of load capacity only. If and when the University requires load capacity in excess of 15 MVA, Detroit Edison and the University agree to explore the means and methods by which

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such excess load capacity can be provided to the University by Detroit Edison. However, any such excess load capacity will be provided upon terms and conditions acceptable to both Detroit Edison and the University, which terms and conditions may or may not be similar to the terms and conditions of this COM Agreement.

8. Construction.

8.1. Detroit Edison shall, at its sole cost and expense, construct, install and/or provide the Spencer Substation, the PSC, enclosure walls and foundations (excluding the University's Switchhouse), and access roads (collectively referred to herein as the "Improvements"), as follows:

8.1.1. Enclosure walls and foundations. Detroit Edison shall own the enclosure walls and foundations (excluding the University's Switchhouse) and provide reasonable and necessary maintenance upon completion of construction. Detroit Edison shall have maintenance responsibility for that portion of the high common wall extending vertically beyond the University Switchhouse, and the University shall allow Detroit Edison reasonable access for such maintenance purposes.

8.1.2. Detroit Edison shall contribute \$25,000 to the University toward the cost of the landscaping. Payment shall be made within 30 days of an invoice supported by invoices from the University's contractor.

8.1.3. Detroit Edison shall not be required to pay more than \$600,000 for the cost and expense of the enclosure walls and foundations, collectively.

8.1.4. Access roads with gravel surfaces. Detroit Edison shall construct access roads with gravel surfaces and provide all reasonable and necessary maintenance and snow removal services for the access roads upon completion of construction. Detroit Edison shall not be required to pay more than \$50,000 for the cost and expense of constructing such access roads. An access easement area will be described in the Easement Agreement, and Detroit Edison shall maintain the access easement area in a good and useful condition.

8.2. The University shall, at its sole cost and expense, construct, install and/or provide and maintain the University's

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switchgear, cable and conduit from its switchgear to the circuit position and the PSC, building/enclosure ("University Switchhouse"), related equipment and landscaping including berms, trees, shrubbery and prairie grass. The University shall own all landscaping and provide reasonable and necessary maintenance, upon completion of construction.

- 8.3. The parties have independently retained or will independently retain DiClemente Siegal Design, Inc. ("DiClemente") to provide professional services for the Improvements, landscaping and the University Switchhouse but not for the Spencer Substation and PSC, including by way of example but without limitation, site planning, surveys and soil borings, preparation of preliminary design documents, architectural and engineering services, development of construction documents, development of plans and specifications, and on-site construction management services ("Professional Services"). The parties shall cooperate with each other and with DiClemente to assist DiClemente in the performance of its Professional Services. All designs, schematic or otherwise for the Improvements but not the Spencer Substation and PSC are subject to the University's prior approval.
- 8.4. Detroit Edison will enter into contract(s) (or perform with its own forces) for construction of the Improvements, and to purchase related equipment. The University will enter into a contract for construction of the University Switchhouse, to purchase related equipment and landscaping. DiClemente will act as the on-site construction manager for all construction and Improvements but not the Spencer Substation and PSC. Each party shall be responsible for obtaining any tests, inspections, approvals, rights-of-way, easements, permits, or licenses, necessary for their construction, provided however, the parties shall cooperate with each other on all such matters, and shall coordinate when possible for the retention of trade contractors, subcontractors, vendors, purchase orders, and other agreements necessary for the construction of the Improvements, the University Switchhouse and landscaping. All portions of construction are subject to the University's and Detroit Edison's prior approval, and all construction contracts shall contain insurance and indemnity provisions, guarantees and warranties, contractor and vendor selection processes, and other terms and conditions acceptable to both Detroit Edison and the University. All guarantees and warranties, if any, from all trade contractors, subcontractors and vendors shall run directly to the party holding the construction contract.

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8.5. The parties intend that all Improvements and landscaping will be completed and the Spencer Substation and University Switchhouse will be fully operational no later than November 30, 2002, if all applicable permits, if any, are obtained on or before October 1, 2001.

9. Warranties and Environmental Indemnity.

9.1. Detroit Edison hereby represents and warrants to the University intending the University to rely thereon, that Detroit Edison shall construct, operate and maintain the Spencer Substation and the PSC in accordance with applicable state, federal, or local law, and that Detroit Edison shall keep the Spencer Substation and the PSC free from all pollutants, contaminants and hazardous substances as defined by applicable state, federal or local law. Detroit Edison covenants and agrees to defend, indemnify, and hold the University harmless to the maximum extent permitted by law from and against all penalties, claims, damages, liabilities, costs and expenses, including without limitation reasonable attorney fees, arising out of, or incurred or imposed upon the University directly or indirectly, which arise out of the location on, required removal of, or drainage or leakage from the Spencer Substation and the PSC of any such pollutant, contaminant or hazardous substance, not occasioned by the acts or omissions of the University. To the extent permitted by law the provisions of this paragraph shall survive any termination of this COM Agreement.

9.2. The University hereby represents and warrants to Detroit Edison intending Detroit Edison to rely thereon, that the University shall construct, operate and maintain the University Switchhouse and the landscaping in accordance with applicable state, federal, or local law, and that the University shall keep the University Switchhouse and the landscaping free from all pollutants, contaminants and hazardous substances as defined by applicable state, federal or local law. The University covenants and agrees to defend, indemnify, and hold Detroit Edison harmless to the maximum extent permitted by law from and against all penalties, claims, damages, liabilities, costs and expenses, including without limitation reasonable attorney fees, arising out of, or incurred or imposed upon Detroit Edison directly or indirectly, which arise out of the location on, required removal of, or drainage or leakage from the University Switchhouse and the landscaping of any such pollutant, contaminant or hazardous substance, not occasioned by the acts or omissions of Detroit Edison. To the extent permitted by law the provisions of this paragraph shall survive any termination of this COM Agreement.

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10. Indemnification.

10.1. Detroit Edison covenants and agrees to defend, indemnify, and hold the University, its board, officers, employees, students and volunteers, in their official and personal capacities, harmless to the maximum extent permitted by law from and against any and all claims, demands, suits, judgments, liability, loss and expense, including but not limited to claims for personal injury or death of any person or damage to any property, and legal fees, arising from the construction, operation and maintenance of the Spencer Substation that do not arise out of or are not related to the provision, or failure to provide Electric Service and/or occasioned by the acts or omissions of the University. To the extent permitted by law the provisions of this paragraph shall survive any termination of this COM Agreement.

10.2. The University covenants and agrees to defend, indemnify, and hold Detroit Edison, its board, officers and employees, in their official and personal capacities, harmless to the maximum extent permitted by law from and against any and all claims, demands, suits, judgments, liability, loss and expense, including but not limited to claims for personal injury or death of any person or damage to any property, and legal fees, arising from the construction, operation and maintenance of the University Switchhouse not occasioned by the acts or omissions of Detroit Edison. Nothing in this COM Agreement shall create or be deemed to create a waiver by the University of governmental immunity as established by the Michigan Governmental Tort Liability Act. To the extent permitted by law the provisions of this paragraph shall survive any termination of this COM Agreement.

11. Events of Default and Remedies. The following shall be events of default under this COM Agreement:

11.1 A party shall be in default hereunder if the party fails to observe and perform any covenant, condition, or agreement on its part to be observed or performed pursuant to this COM Agreement ("Default"), for a period of 90 days after written notice specifying such Default which requests that such Default be remedied has been delivered to the party in Default, provided however, if the failure stated in the notice cannot be corrected within 90 days, the other party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted and diligently pursued by the party in Default within the 90 day period.

11.2. In the event of a Default by the University which has not been corrected, Detroit Edison shall be entitled to take whatever action at law or in equity, that may appear necessary or desirable to enforce its rights and/or performance of the applicable covenant, condition, or agreement, or to recover damages for breach thereof.

11.3. In the event of a Default by Detroit Edison that has not been corrected, the following remedies shall be available:

11.3.1. For a Default under paragraph 5.1, the University's sole remedy shall be as follows:

11.3.1.1 To terminate this COM Agreement and the Easement Agreement by written notice to Detroit Edison. The terminations shall be effective on a date selected by Detroit Edison not more than 3 years after such written notice; provided however, that from the date of said written notice to Detroit Edison and through the date of termination selected by Detroit Edison, Detroit Edison shall pay to the University in monthly installments amounts equal to the fair market value of the use of the University's land. The fair market value for the use of the land will be determined by an appraisal conducted by an independent, licensed appraiser acceptable to both parties; provided, however, that if agreement on such appraiser is not reached within 30 days of the written notice of termination, then the fair market value shall be equal to the average of the values determined by a licensed appraiser appointed by each party. Upon termination Detroit Edison will remove all of the Improvements and shall restore the University's land as nearly as possible to its original condition, and the University must make other arrangements for Electric Service with Detroit Edison at the University's expense.

11.3.2. For any Default other than that covered by Section 11.3.1, the University shall be entitled to take whatever action at law or in equity, except termination or cancellation of this COM Agreement or the Easement Agreement, that may appear necessary or desirable to enforce its rights and/or performance of the applicable covenant, condition, or agreement, or to recover damages for breach thereof.

11.4. Neither party shall be liable to the other for any consequential, incidental, or exemplary damages, including without limitation, lost profits, or damages for the loss of electric service to the University or Detroit Edison's other customers.

11.5. The remedies contained herein are intended to be exclusive.

12. Beneficiaries. This COM Agreement is for the sole and exclusive benefit of the parties hereto and neither party intends to create a benefit in favor of any other person, entity, or third party. However, each party is the intended third-party beneficiary of the other party's contracts, subcontracts, purchase orders and other agreements between the other party and its construction contractors, subcontractors and vendors.

13. Adherence to State, Federal and Local Law. Detroit Edison and the University shall be separately responsible for compliance with all applicable Federal, state and local laws and regulations, including nondiscrimination laws.

14. Amendments. The parties may modify this COM Agreement only by written amendment signed by the parties' officers or authorized designees. Only the President, or Vice President for Finance and Administration has the authority to act on behalf of the University to modify this COM Agreement.

15. Force Majeure. Neither party shall have any liability for delays, failure in performance or damages affecting any of the parties or their respective suppliers or contractors due to: fire, explosion, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, equipment failures, or other causes beyond the party's reasonable control whether or not similar to the foregoing.

16. Assignment.

16.1. Detroit Edison may assign this COM Agreement without the University's consent only to an entity that will provide electrical distribution service to the University through the Spencer Substation. Detroit Edison hereby represents and warrants to the University intending the University to rely thereon that Detroit Edison will require any such assignee to enter into an assignment agreement containing the same terms and conditions as this COM Agreement and any amendments thereto.

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- 16.2. Except as provided in Section 16.1, neither party may assign this COM Agreement without the express prior written approval of the other party, which approval shall not be unreasonably withheld.
- 17. Severability. The terms of this COM Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remaining terms and provisions shall continue to be valid, enforceable, and in full force and effect.
- 18. Waiver. The failure or delay of any party to exercise any of its rights under this COM Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
- 19. Headings. All headings, which are used in this COM Agreement, are for the convenience of the reader only and shall not be used to limit or construe any of the provisions hereof.
- 20. Applicable Laws. The local laws of the State of Michigan shall govern this Agreement.
- 21. Drafting. This COM Agreement is the product of negotiation and neither party shall be deemed to be the drafter of this COM Agreement or any portion thereof.
- 22. Applicable Agreements. This COM Agreement and the Spencer Substation Easement Agreement are the entire agreement between the parties with respect to the Spencer Substation and the University Switchhouse and supercede all prior written or oral agreements understandings or communications between the parties.

Oakland University

The Detroit Edison Company

By: Lynne C. Schaefer  
(Authorized Signature)

By: Robert J. Buckler  
(Authorized Signature)

Lynne C. Schaefer


Robert J. Buckler

Title: Vice President for  
Finance and Administration

Title: President and COO, DTE Energy  
Distribution

Date: September 27, 2001

Date: September 24, 2001

Date: August 8, 2004  
To: Records Center  
From: Barbara Mention   
Real Estate  
Subject: Partial Assignment of Easement-Spencer Substation

Attached are papers related to the partial assignment of easement dated February 5, 2004 from Detroit Edison Company to ITC.

The rights to a 120kV underground transmission line, at the above-mentioned substation, in Section 13, City of Auburn Hills, Oakland County, Michigan was assigned to ITC. Edison retained all remaining rights of the Spencer Substation easement dated September 27, 2001.

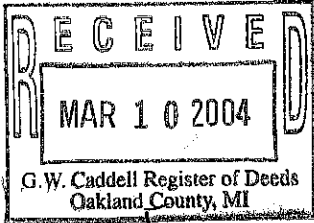
Please incorporate these papers into Right of Way File No. 66637.

Attachment



LIBER 32467 P0010

129942  
LIBER 32467 PAGE 10  
\$154.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
03/12/2004 09:02:41 A.M. RECEIPT# 31516  
PAID RECORDED - OAKLAND COUNTY  
G.WILLIAM CABDELL, CLERK/REGISTER OF DEEDS



**PARTIAL ASSIGNMENT OF EASEMENT**

On FEBRUARY 5, 2004 for one dollar and other valuable consideration, Edison assigns to ITC some, but not all, of the rights that an existing Spencer Substation Easement gives to Edison.

**"Edison" is:**

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, MI 48226

**"ITC" is:**

International Transmission Company, a Michigan corporation, 39500 Orchard Hill Place, Suite 205, Novi, Michigan 48375.

**The "Spencer Substation Easement" is attached to this assignment as Attachment 1, and:**

- a) Was granted to Edison by Oakland University on September 27, 2001.
- b) Is recorded in Liber 24101 Page 236 of Oakland County Records.
- c) Concerns land in the Southeast 1/4 of Section 13, in the City of Auburn Hills, Oakland County, Michigan
- (d) Is kept in Edison records as Recorded R/W File no. 66637

Handwritten: HAP R, 49 photos

**Rights Assigned by Edison** Edison assigns to ITC the 120 kv underground transmission portions of the Utility Easement that is described in Exhibit C of the Spencer Substation Easement. The 120kv underground transmission portions are as follows:

- 12 foot wide Easement A, for conduit purposes (described in Exhibit C, sheet 1)
- 12 foot wide Easement B, for conduit purposes (described in Exhibit C, sheet 2)
- 20 foot wide Easement C, for conduit and manhole purposes (described in Exhibit C, sheet 1)
- 12 foot wide Easement D, for conduit purposes (described in Exhibit C, sheet 1)
- the 120 kv part of 25 foot wide Easement P, for conduit purposes (Exhibit C, sheet 2)
- the 120 kv part of 34 foot wide Easement R. for conduit and manhole purposes (Exhibit C, sh. 2)

**Rights Retained by Edison** Edison retains all the remaining rights of the Spencer Substation Easement.

O.K. - AW

**Agreement by ITC** According to Paragraph 5, Successors and Assigns, of the Spencer Substation Easement, ITC agrees to the terms and conditions of the Spencer Substation Easement and any amendments thereto as they pertain to the 120 kv underground transmission portions of the Utility Easement assigned to ITC.

**The Detroit Edison Company**

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

**FILE**  
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**International Transmission Company**

By: John H. Flynn  
John H. Flynn

Acknowledged before me in Wayne County, Michigan, on February 6, 2004, by John C. Erb, Director of Corporate Real Estate Administration of The Detroit Edison Company, a Michigan corporation, for the corporation.

DIANE LYNN FRANCISCO  
NOTARY PUBLIC MACOMB CO., MI  
Notary's Stamp MY COMMISSION EXPIRES Feb 17, 2008  
ACTING IN WAYNE COUNTY, MI Notary's Signature Diane Lynn Francisco  
(Notary's name, county, and date commission expires)

Acknowledged before me in Oakland County, Michigan, on FEB 5, 2004.  
by John H. Flynn, Vice President and General Counsel of the International Transmission Company, a Michigan corporation, for the corporation.

BARBARA A. MENTION  
NOTARY PUBLIC WAYNE CO., MI  
Notary's Stamp MY COMMISSION EXPIRES Nov 22, 2007  
(Acting in Oakland County) Notary's Signature Barbara A. Mention

Prepared by: George H. Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, MI 48226  
Return to: Barbara Mention, International Transmission Company, 39500 Orchard Hill Place  
Suite 205, Novi, Michigan, 48375