

**PARTIAL RELEASE OF RIGHT OF WAY.**

THIS INSTRUMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1979,  
between THE ENERGY SERVICE COMPANY, a New York corporation, 2000 Second Avenue,  
Detroit 24, Michigan, hereinafter called "ENERGY", and HUBERT SCHMIDT and NEEN V.  
SCHMIDT, his wife, of 2800 Hartman, Birmingham, Michigan, hereinafter called "OWNERS".

**WITNESSETH:**

OWNERS, on November 21, 1968, FRED BOFF and LORENA BOFF, his wife, granted  
to ENERGY a right of way for the purpose of constructing, operating and maintaining  
its lines for electric light and power over and upon premises in Area Township,  
Calhoun County, Michigan, described as:

The southwest 1/4 of the northwest 1/4 of Section 21,  
Town 3 North, Range 11 East (and other lands).

which right of way is recorded in Liber 5 of Miscellaneous Records, page 21 Calhoun  
County Records.

OWNERS, OWNERS purport to have succeeded to the title to a portion of the  
above described premises which portion is described as follows:

Part of the Northwest one quarter of Section 21, Town 3 North,  
Range 11 East, described as: Beginning at the East one quarter  
corner of Section 21, thence North along section line 1111.75  
feet; thence North 87°24'30", East 701.16 feet, thence South  
87°48'30", East 647.38 feet; thence North 87°43'20", East  
138.08 feet; thence South 87°48'30", East 322.38 feet to East  
and west one quarter line; thence North 87°43'30", East  
138.05 feet to point of beginning. Containing 16.36 acres.

OWNERS, OWNERS have reported that ENERGY release from the above mentioned  
Right of Way Grant dated November 21, 1968, the portion of the lands described in  
said Right of Way Grant to which they have succeeded in title.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other  
valuable considerations, receipt of which is hereby acknowledged, ENERGY does by  
these presents, and subject to the conditions hereinafter stated, release, quit-claim  
and charter unto the OWNERS their heirs, representatives, successors and assigns, all  
of the rights acquired by it under the aforementioned Right of Way Grant upon, over  
and across premises situated in the Township of Area, County of Calhoun, State of  
Michigan, described as follows:

RECORDED	
LIBER	4026
PAGE	517 518 & 519
R/W #	4149

RECORDED RIGHT OF WAY NO. 4149

Part of the Northwest one quarter of Section 24, Town 3 North, Range 11 East, described as: Beginning at the East one quarter corner of Section 24, thence North along section line 1111.75 feet; thence North  $87^{\circ}34'33''$  East, 704.16 feet, thence South  $6^{\circ}46'30''$  West, 657.30 feet; thence North  $87^{\circ}45'25''$  East, 130.00 feet; thence South  $6^{\circ}46'30''$  West, 282.30 feet to East and West one quarter line; thence North  $87^{\circ}45'25''$  East 430.05 feet to point of beginning. Containing 24.36 acres. ~~RESERVE~~ as much of a strip of land, ninety (90) feet wide, which lies within said premises, and the boundaries of which is described as follows: A straight line running in a north-easterly and southeasterly direction across the northwest one quarter of said Section 24, from a point on the west line of Section 24, 73.6 feet northerly from the west one quarter corner of Section 24, and making a northeasterly angle of  $47^{\circ}21'$  with said section line, to a point on the north line of Section 24, 282.0 feet westerly from the north one quarter corner of said Section 24.

(1) Notwithstanding the terms and conditions contained in the aforementioned Right of Way Grant, this release is granted to and receipt thereof is acknowledged by the CHS&N upon the express condition that no buildings or structures shall be placed within that portion of the premises described above which is excepted from this release. CHS&N shall have the right to trim or cut down any trees within said strip of land, ninety (90) feet wide, if same could fall into the lines or interfere with the operation and maintenance thereof.

(2) CHS&N shall have the right to trim and cut down any trees situated within a strip of land, thirty (30) feet wide, adjoining and parallel to the easterly and westerly lines of said strip of land, ninety (90) feet wide, which in its opinion may interfere with or grow to the point of interfering with the maintenance and operation of its lines and towers constructed or to be constructed within said strip of land ninety (90) feet wide; and intending to include only so much of said strip of land thirty (30) feet wide as lies within the premises to which CHS&N have title as described above.

(3) Subject to the conditions herein contained, in all respects, except as to the extent hereby released, the aforementioned Right of Way Grant dated November 24, 1902 shall and does remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

In the Presence of:

Lillian J. H. Carroll  
Lillian J. H. Carroll  
Irene C. Kato  
Irene C. Kato

THE ENERGY SERVICE COMPANY

By G. F. Ogden, VICE PRESIDENT  
By Ether Birnbaum, ASST. SECRETARY

RECORDED RIGHT OF WAY

4/11/48

Bruce Eler  
Bruce Eler  
Stuart Graham  
Stuart Graham

Richard H. Schmidt  
Richard H. Schmidt  
John V. Schmidt  
John V. Schmidt

STATE OF MICHIGAN }  
COUNTY OF WAYNE } ss.

On this 14th day of October A.D. 1959, before me,  
the subscriber, a Notary Public in and for said County appeared, C. F. Ogden  
and Esther Birnbaum, to me personally known, who being by me duly  
sworn did say that they are the Vice President and Assistant Secretary of  
THE HENCKY HENCKY COMPANY, a New York corporation, and that the seal affixed to said  
instrument is the corporate seal of said corporation, and that said instrument was  
signed and sealed in behalf of said corporation, by authority of its board of directors,  
and C. F. Ogden and Esther Birnbaum  
acknowledged said instrument to be the free act and deed of said corporation.

Lillian J. H. Carroll  
LILLIAN J. H. CARROLL  
Notary Public, Wayne County, Michigan

My commission expires August 8, 1961

STATE OF MICHIGAN }  
COUNTY OF Oakland } ss.

On this 13TH day of AUGUST A.D. 1959, before me, the  
subscriber, a Notary Public in and for said County, personally appeared MEDLEY SCHMIDT  
and HEIN V. SCHMIDT, his wife, to me known to be the persons described in and who  
executed the foregoing instrument and acknowledged the execution thereof to be their  
free act and deed.

Stuart Graham  
Notary Public, Oakland County, Michigan

My commission expires Feb 3 1962

STUART GRAHAM  
Notary Public, Oakland County, Michigan  
My Commission Expires February 3, 1962

RECORDED FIRST DEPT 103-4648



Real Estate and Claims Division

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Project No: **MOA06713**

**Date:** May 4, 2006  
**To:** Dave Doubly  
Engineering  
**From:** Elaine Clifford, Real Estate  
4-7256  
**Subject:** Clearance

Please provide Robert Sousa with Detroit Edison clearances needed to be maintained when crossing under the transmission line located between Tower number 280 and 281. A house is in the process of being moved under the conductor. The loaded height of the house will be 32 feet.

The easement is located in Section 24, City of Rochester Hills, Oakland County, Michigan.

Please review and send your recommendation to me.

Attachment (s)

**FILE**  
Klaus 1/4/09

**Clifford, Elaine K.**

---

**From:** Clifford, Elaine K.  
**Sent:** Monday, May 08, 2006 8:41 AM  
**To:** sousar@dteenergy.com  
**Subject:** FW: House move at 1436 School Rd. Rochester Hills, Mi  
**Attachments:** Doubley, David G..vcf; \_0506191946\_001.pdf; Clifford, Elaine K..vcf

*Hi Robert,*

*Please find below the response from our engineer along with the attached pdf file.*

*Elaine*

---

**From:** Doubley, David G.  
**Sent:** Saturday, May 06, 2006 7:30 PM  
**To:** Clifford, Elaine K.  
**Subject:** RE: House move at 1436 School Rd. Rochester Hills, Mi

Elaine,

The minimum conductor sag (in middle) is 30 ft above ground. For a 32 ft tall house, the conductor would have be 44 feet above the ground over which the house travels. This is only adequate clearance 175 ft from tower 281 and 250 ft from tower 280. The attached sketch shows this, but I am assuming the land underneath the line has not been raised since the towers were installed in 1923. Any place else the line would require the line to be shutdown and grounded. The cost would be at the home owner's expense. If they go under the line in the middle where the line is too low, the conductor will have to be lifted; at additional cost. They would have to give detail information for a cost determination.

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**From:** Clifford, Elaine K.  
**Sent:** Thursday, May 04, 2006 9:15 AM  
**To:** Doubley, David G.  
**Subject:** FW: House move at 1436 School Rd. Rochester Hills, Mi

*Hi Dave,*

*Can you please respond to this?*

*Thanks,  
Elaine*

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**From:** Robert Sousa [mailto:sousar@dteenergy.com]  
**Sent:** Thursday, May 04, 2006 8:13 AM  
**To:** Clifford, Elaine K.  
**Subject:** House move at 1436 School Rd. Rochester Hills, Mi

5/8/2006

FILE  
2/26/09 + 12/16/09

Elaine, per our phone conversation regarding this house move, the route will go under a tower lead. Between towers 280 A/T (gln 329533-426764) and 281 A/T (gln 328905-426130). These would be the 2nd and 3rd tower, east of John R and north of School. The loaded height of the house is 32'. If you need more info, let me know.

Thank you  
Bob Sousa

FILE  
246484 + 246691

Date: May 5, 2006

To: Elaine Clifford  
Real Estate and Rights of Way  
ITC

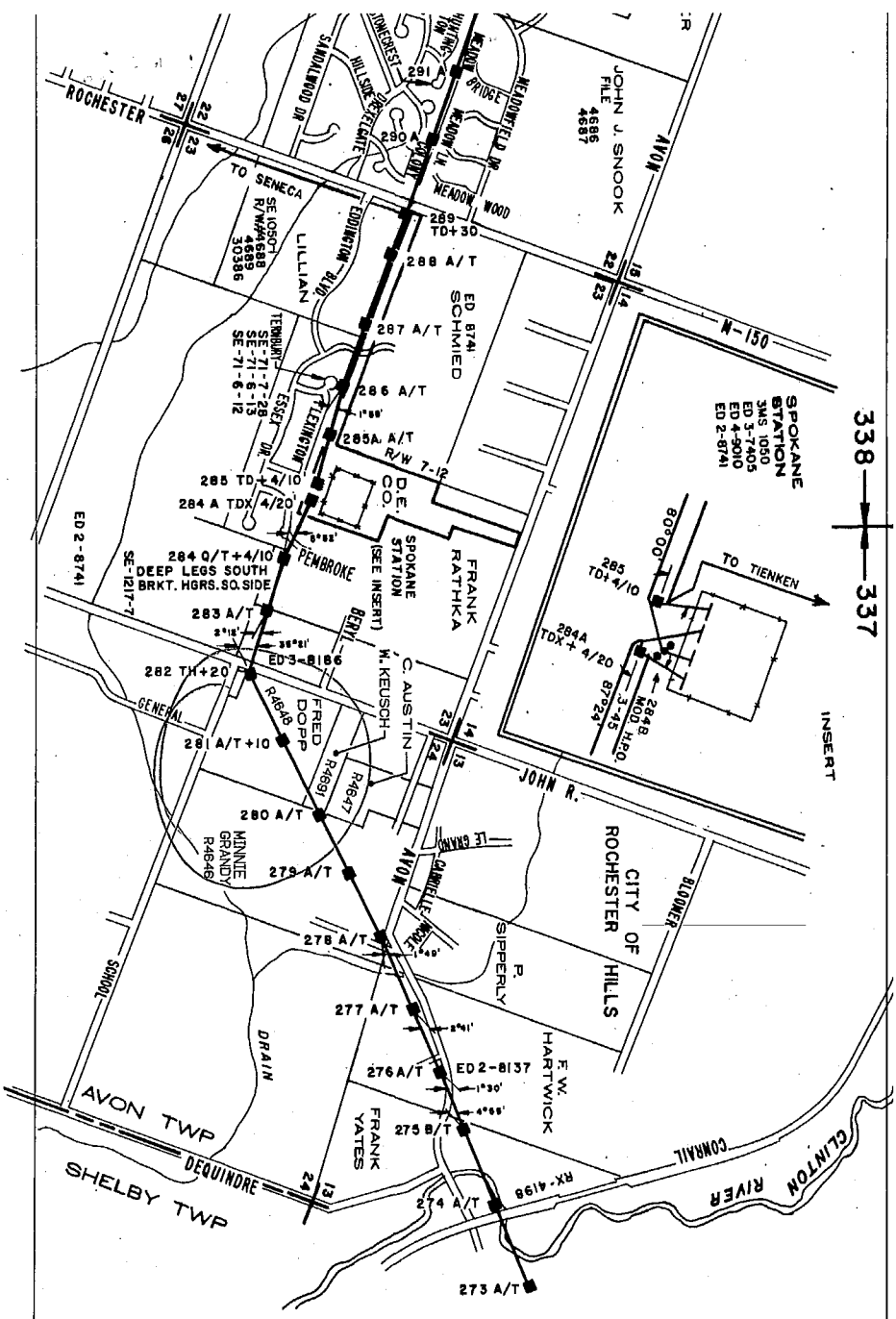
From: David Doubley  
Engineering  
ITC

Subject: **MOA06713**  
Moving House Under DECo Towers 280 and 281  
Section 24, City of Rochester Hills, Oakland

The minimum conductor sag (in middle) is 30 ft above ground. For a 32 ft tall house, the conductor would have be 44 feet above the ground over which the house travels. This is only adequate clearance 175 ft from tower 281 and 250 ft from tower 280. The attached sketch shows this, but I am assuming the land underneath the line has not been raised since the towers were installed in 1923. Any place else the line would require the line to be shutdown and grounded. The cost would be at the home owner's expense. If they go under the line in the middle where the line is too low, the conductor will have to be lifted; at additional cost. They would have to give detail information for a cost determination.

Approved by: David Doubley  
David Doubley  
Engineer

FILE  
1698 + 16691



338 — 337

INSERT

ROCHESTER - UTICA  
RECREATIONAL AREA  
PREPLANNED MAJOR WORK,  
BRUSH CONTROL OR TREE  
THINNING... EITHER THE  
AUTHORITY... EITHER THE  
OR THROUGH REAL ESTATE  
S R/W DEPT - PRIOR TO  
DOING WORK.

FILE  
169721-82077  
12/12/91



40+00

#280  
A/T  
59160

SAFE HERE  
250 FT

35+00

453 NOT SAFE!!

876

30' MIN

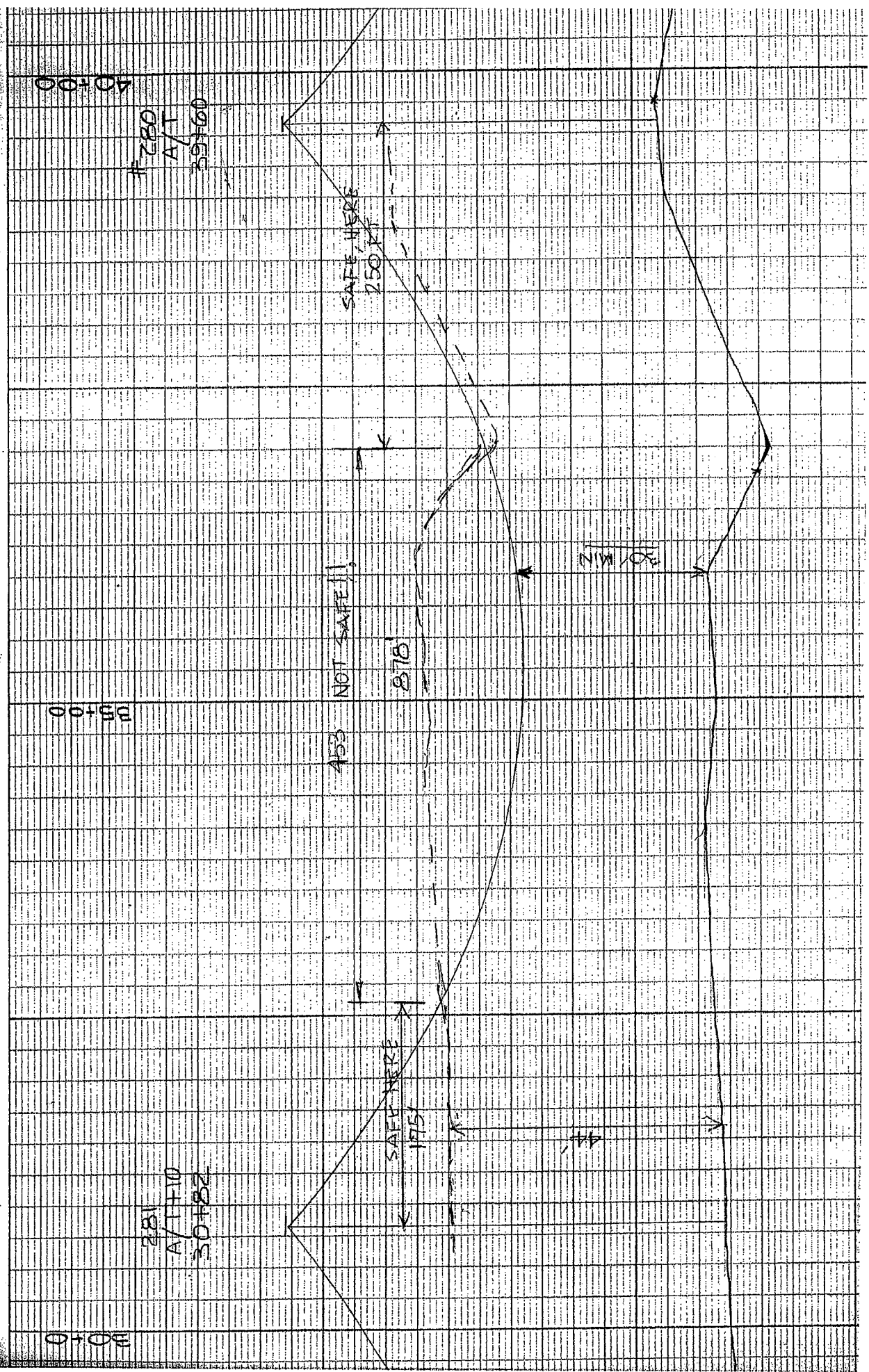
30+00

281  
A/T  
30182

SAFE HERE  
175'

4'


4'





Real Estate and Claims Division

Project No: NOA06786

Date: January 30, 2007  
To: Records Center  
From: Barbara A. Mention   
Subject: Encroachment Permit-Section 24, Avon Township, Oakland County, Michigan.

Attached for the Records Center are papers related to an Encroachment Permit dated January 22, 2007 from ITC *Transmission* to Oakville Estates, LLC, whose address is 42850 Schoenherr, Sterling Heights, Michigan 48313.

The purpose of the encroachment is to allow a condominium development with water main, wetland and a portion of a deck within a transmission line easement, as shown on attached drawing.

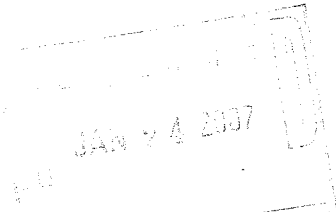
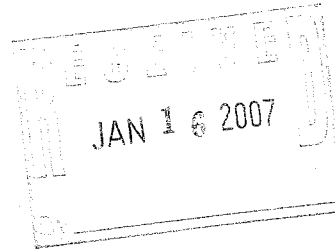
A check in the amount of \$350.00 for document processing fee was received and forwarded to Accounting on September 26, 2006.

Please incorporate these papers into Right of Way File No. 4648.

Attachment (s)



OAKVILLE ESTATES, LLC  
42850 Schoenherr  
Sterling Heights, MI 48313



**RE: Permit to encroach on an easement that has been assigned to International Transmission Company**

Dear Oakville Estates:

In reply to your request, International Transmission Company (*ITCTransmission*), a Michigan corporation, voluntarily grants you this permit to encroach on an easement that has been assigned to *ITCTransmission*. 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 *ITCTransmission*. It must refer to Project No. NOA06786.
2. **Description of easement:** A 90 foot wide strip of land with 45 feet on each side of the centerline of the towerline, located in Section 24, Avon Township, Oakland County, Michigan. Also, two 30 foot wide tree clearing easements on either side of the 90 feet.
3. **Area of the easement you are permitted to encroach upon:** The area highlighted in yellow on attached drawing marked Exhibit "A", Sheet 1 of 24, dated September 13, 2006.
4. **Purpose of encroachment:** Condominium development with water main, wetland, and a portion of a deck.
5. ***ITCTransmission's* Rights** This permit is subject to *ITCTransmission's* rights to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("*ITCTransmission'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, *ITCTransmission* will not be liable to you for any damage.

**7. Indemnity**

- a. You will indemnify *ITCTransmission* (*ITCTransmission*, 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, you and *ITCTransmission's* joint negligence, or any other person's negligence.
- b. You will also indemnify *ITCTransmission* (*ITCTransmission*, its officers, agents, and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by *ITCTransmission* 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 *ITCTransmission's* joint negligence, or any other person's negligence; however this indemnification will not apply to any claims arising out of *ITCTransmission's* sole negligence.
- c. If any claim covered by your indemnity is brought against *ITCTransmission*, you will defend the claim at your expense. You will also pay any costs, charges, expenses, attorney fees or judgments that *ITCTransmission* incurs or is subject to in the claim.

4648  
**FILE**

8. **ITCTransmission Damages** You must pay ITCTransmission for all damages, losses or injuries to ITCTransmission'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 ITCTransmission facilities.

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

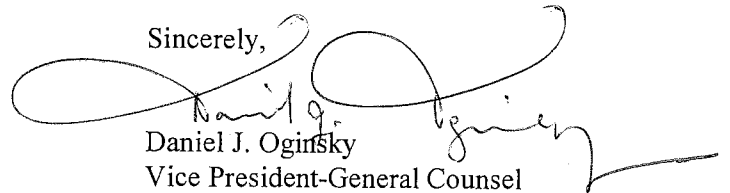
11. **Termination** This permit will terminate if you violate this agreement, or if you violate any applicable laws and regulations, or if you abandon your use for more than 6 months, or if you sell the land associated with this permit. If you sell the land associated with this permit, the new owner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

12. **Additional Terms**

- a. All OSHA and MIOSHA safety rules must be adhered to.
- b. There will be no grade change in elevation greater than 12" anywhere along the easement.
- c. The proposed 8' wide pathway should be re-routed around our tower #282 near John R road. As shown on the plans the tower leg is in the pathway. Our records indicate there is a fence around this tower. This fence should not be removed. A clearance of 5 feet from the fence will be maintained.
- d. No trees shall be planted within the easement, nor any lighting pole erected in the easement.
- e. ITCTransmission will not be responsible for damage to the facilities, including underground facilities, by the passage of its maintenance and emergency equipment.

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 Barbara Mention, 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375, for signature by ITCTransmission. We will then return the fully executed original to you.

Sincerely,



Daniel J. Oginski  
Vice President-General Counsel

ACCEPTED:

BY: John Wright for Oakville Estates, LLC

ITS: Project Engineer

DATE: 1/22/07

4648  
**FILE**



Date: October 5, 2006

To: Barbara Mention  
Real Estate and Rights of Way  
ITC

From: Tad Lukawski  
Engineering  
ITC

Subject: **NOA06786**  
Encroachment Permit-Section 24, Avon Township, Oakland County, Michigan.

This request is approved under the following conditions:

1. The proposed 8' wide pathway should be re-routed around our tower #282 near John R. Road. As shown on the plans the tower leg is in the pathway. Our records indicate there is a fence around this tower. This fence should not be removed. *(Clearance of 5 feet from the tower fence is approved.)*
2. There would be no change in elevation greater than 1' anywhere along the easement.
3. There would be no trees planted in the easement nor any lighting pole erected in the easement.
4. ITC will not be responsible for damage to the facilities, including underground facilities, by the passage of its maintenance and emergency equipment.

Fov

Approved by: Tad Lukawski  
David Doubley  
Engineer

FILE  
4048



Real Estate Department

Project No. NOA0133394  
Business Unit: ITC

Date: June 12, 2014  
To: Records Center  
From: Trina Richardson  
Real Estate  
Subject: Easement-Section 24, Avon Township, Oakland County,  
Michigan.

Attached are papers related to a non-interference request from Shamik Tripathi which was submitted on behalf of Harvard Place Apartments wherein they were granted permission to encroach within ITC's easement to construct a parking area, roadway and underground utilities. This request is the result of a revised plan that includes the removal of play equipment that was included in their original request.

Please incorporate into Right of Way File No. R4648.

Attachment (s)



May 15, 2013

Mr. Shamik Tripathi  
Land Development Consulting Services  
46600 Romeo Plank Road, Suite 2  
Macomb, Michigan 48044

RE: Proposed Roadway, Underground Utilities and Related Grading including Construction of a Parking Area within Electric Transmission Easement Strip in Section 24, T3N, R11E, Avon Township (Rochester Hills), Oakland County, Michigan

Dear Mr. Tripathi:

I am writing in response to your recent inquiry for proposed construction within International Transmission Company's ("ITC's") electric transmission easement strip in Section 24, Avon Township (Rochester Hills), Oakland County, Michigan. ITC's easement in this location is not an exclusive easement. Landowners may use or allow others to use ITC's easement strip in any manner that does not unreasonably interfere with the exercise of ITC's easement rights.

It is our understanding that Land Development Consulting Services, Inc. on behalf of Harvard Place in Rochester Hills is proposing to construct a parking area, roadway and underground utilities (the "Project") within ITC's easement strip. Based on our review of your construction plan from your revised Drawing C2-dated 05/15/2013 which is Exhibit B, ITC would not consider the Project to unreasonably interfere with the exercise of its easement rights, provided that the Project is located so that it does not now or hereafter 1) violate any provision of the National Electric Safety Code ("NESC"), including without limitation, the NESC clearance requirements; 2) block access to ITC's electric transmission structures by ITC's vehicles and equipment for purposes of exercising ITC's easement rights; and 3) preclude the construction of such additional electric transmission lines within the easement strip as ITC may, in its discretion, deem necessary or desirable, and further provided that the work necessary to complete the Project is completed in accordance with the requirements of the attached Exhibit A and Exhibit B Drawing as submitted.

ITC's sole purpose in reviewing the Project has been to determine whether it unreasonably interferes with ITC's easement. ITC has not and will not make any review of the Project to identify actual or potential safety hazards to persons or property. During the planning, design and construction of the Project, it is the sole responsibility of you and/or your contractor to identify and manage ALL safety issues, and to observe ALL applicable workplace and other relevant safety

regulations. ITC makes no representation as to safety, and expressly disclaims all liability in any way related to the location of the proposed Project in its easement strip.

This letter should not be interpreted to limit or modify ITC's easement in any way, nor should it be interpreted to limit or modify such rights or interests as ITC or that you may have by virtue of the easement. ITC expressly reserves the right to use its easement strip for all purposes indicated in its easement, including but not limited to the construction, operation, and maintenance of utility facilities and the trimming and removal of trees. Without limiting the foregoing, ITC's use of the easement strip shall not be unreasonably restricted, limited, conditioned, or interfered with as a result of the Project. Should you have additional questions regarding ITC's easement or the information in this letter, please contact me at (248) 946-3517.

Sincerely,

A handwritten signature in cursive script that reads "Trina Richardson". The signature is written in black ink and is positioned above the typed name and title.

Trina Richardson  
Real Estate Specialist  
ITC Holdings Corp.



## **EXHIBIT A**

1. ITC has approved this request provided that the play equipment is not placed within our easement as originally indicated in the 1-21-2013 preliminary site plan drawing but based on the revised drawing of 5-15-2013 as submitted.





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Date: 4/16/13

To: Trina Richardson  
Real Estate and Rights of Way  
ITC

From: Erin M. Keeler  
Engineering  
ITC

Subject: **NOA0133394**  
Permission to Encroach within an Easement  
Section #24, Rochester Hills, Oakland County

This revised request (with the removal of the play equipment) is approved.

Approved By:

A handwritten signature in black ink that reads "Erin M Keeler".

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Erin M. Keeler  
Principal Engineer



Real Estate and Claims Division

Date: February 21, 2013

To: Jeff Wyman  
Planning

From: Trina D. Richardson  
Real Estate/Legal

Subject: **Project No.: NOA0133394**  
**Shamrik Tripathi of Land Development**  
**Consulting Services**  
Permission to Encroach within an Easement  
Section #24, Rochester Hills, Oakland County

The attached request was received from Shamrik Tripathi of Land Development Consulting Services on behalf of Harvard Place in Rochester Hills, Michigan on February 11, 2013.

Mr. Tripathi is requesting permission to encroach within ITC's existing easement in order to construct a proposed roadway, underground utilities and related grading including construction of a parking area.

Before Land Development Consulting Services is able to begin this process, they will need a letter of non-interference from ITC. Please see attached drawings and aerial map.

The easement is located in the northwest  $\frac{1}{4}$  of Section 24, Avon Twp, in Oakland County, Michigan.

Line Name: Jewell – Spokane (230kV)

Closest Structure: 280-281-282

Please review the attached request and drawings and send your comments and/or recommendations to my attention by or before: **March 11, 2013.**

Attachment(s)

**MAKOWER  
ABBATE PLLC**  
ATTORNEYS & COUNSELORS AT LAW

RECEIVED  
MAR 28 2013  
BY: \_\_\_\_\_

Mark F. Makower  
Attorney and Counselor at Law

March 27, 2013  
By First Class Mail

Ms. Trina Richardson  
Real Estate Specialist  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

Re: Proposed Harvard Place Development in Rochester Hills / Easement Issues

Dear Ms. Richardson:

Please be advised that the undersigned is counsel to MJC Harvard Place LLC, the Developer of the proposed Harvard Place Apartments in Rochester Hills, Michigan. I understand that you have been corresponding by e-mail with the Project Engineer, Shamik Tripathi, regarding the impact of the project upon the utility easement which your Company possesses over a portion of the project. Those e-mail messages have been forwarded to me with the request that I contact you on behalf of the Developer to clear up any remaining issues.

First, I have spoken with the Developer and they have readily agreed to relocate the play area shown on the Plan, as it does involve the installation of structures that are prohibited within the easement area without your approval pursuant to the easement documents. The Developer notes your engineer's concerns with respect to the parking areas, however, the relatively few parking spaces impacted by the easement constitute one of three "overflow" parking areas within the complex that are not designated as permanent parking areas and will be used only on a sporadic basis. Please understand that the development is designed with four parking spaces for each unit; consisting of two in each garage and two in the driveway immediate behind the garages. None of these spaces are impacted by your easement and most vehicles within the project will be parked in these spaces.

Second, the creation of the parking spaces only involves pavement in the area of the easement and I do not see anywhere within the easement documents where pavement is prohibited, especially since it does not hinder or obstruct access to the facilities you maintain within that easement. I would also note the ongoing conflicting "science" with respect to high voltage power lines in residential areas and the fact that

Ms. Trina Richardson  
Real Estate Specialist  
ITC Holdings Corp.

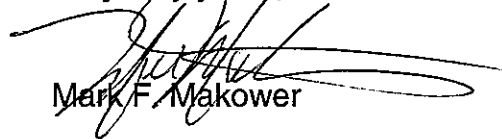
March 27, 2013  
Page 2

the electrical transmission industry has consistently taken the position that it poses no harm to residents in close proximity thereto.

Based on the above, we would ask you to reconsider your decision with respect to the approval of the pavement and parking areas proposed to be constructed within the easement area. Should you not be willing to grant approval for the same, please provide the undersigned with a copy of the recorded easement document upon which you rely to withhold such approval. In the interim, if you or your engineers would like to discuss this matter any further, you may feel free to contact me at any time.

Thank you for your anticipated cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Mark F. Makower', is written over a horizontal line. The signature is fluid and cursive.

Mark F. Makower

MFM/dk  
cc: Mr. Louie Chirco

RIGHT OF WAY FILE NO. 4646

RIGHT OF WAY FILE No. 4646

Date: Dec 20 1922

RIGHT OF WAY FILE NO. 4646

MAY 29 1923  
H. R. CAWTHORNE

In Consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, I hereby grant permission to The Detroit Edison Company, its successors and assigns, to construct, operate and maintain during its corporate life, its lines for electric light and power, including the necessary towers, fixtures, wires and equipment, and including also the right to trim any trees along said lines, so as to keep the wires clear by at least twelve (12) feet, upon, over and across my property located in Avon Township

County Oakland State of Michigan, and described as follows: The North Forty-four (44) acres of the East One-half (1/2) of the Northwest One-quarter (1/4) of Section Twenty-four (24) Township 3 North, Range 11 East, lying North of stream.

The route of the lines shall be as follows: Towers to be set in a Southwesterly direction approximately from where the section road turns Northeast across the land of Park Sipperly.

The Company shall reimburse me for all damage to growing crops, buildings or fences, caused by its men and teams and trucks in entering said property for the purposes set forth herein.

In addition to the above consideration, the Company shall pay me the sum of (\$15.00) Fifteen and no/100 - - - Dollars for each tower on said land, the same to be paid before any towers are erected.

(Signed) Minnie Grandy

Witness: J. E. Cochrane  
Harry M. Grandy

(Accepted)  
THE DETROIT EDISON COMPANY  
By A. C. Marchant  
Vice President

California  
STATE OF ~~Michigan~~  
County of ~~Washtenaw~~ Riverside

On this 20th day of December A. D. 1922

before me, the undersigned, a notary public in and for said county, personally appeared: Minnie Grandy (widow)

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

H. H. Ray  
Notary Public, Riverside County, Michigan California

My commission expires March 17 1924

Commission Expires March 17, 1924

3-22-23  
Filed in Grandy  
E.P.M.  
4-22-23  
4646

R4648

**PARTIAL RELEASE OF RIGHT OF WAY**

**THIS INSTRUMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1977,**  
**between THE ENERGY SERVICES COMPANY, a New York corporation, 2000 Second Avenue,**  
**Detroit 26, Michigan, hereinafter called "ENERGY", and HOWARD SCHMIDT and HELEN V.**  
**SCHMIDT, his wife, of 2800 Hartman, Birmingham, Michigan, hereinafter called "GRANTS".**

**WITNESSETH:**

**GRANTS, on November 21, 1968, FRED BOFF and LOUISE BOFF, his wife, granted**  
**to ENERGY a right of way for the purpose of constructing, operating and maintaining**  
**its lines for electric light and power over and upon premises in Aven Township,**  
**Oakland County, Michigan, described as:**

**The southeast 1/4 of the northwest 1/4 of Section 21,**  
**Town 3 North, Range 11 East (and other lands).**

**which right of way is recorded in Liber 5 of Miscellaneous Records, page 21 Oakland**  
**County Records.**

**GRANTS, GRANTS purport to have succeeded to the title to a portion of the**  
**above described premises which portion is described as follows:**

**Part of the Northwest one quarter of Section 21, Town 3 North,**  
**Range 11 East, described as: Beginning at the West one quarter**  
**corner of Section 21, thence North along section line 1111.75**  
**feet; thence North 87°34'30"; East 701.16 feet, thence South**  
**87°48'30", West 647.28 feet; thence North 87°43'20", West**  
**118.08 feet; thence South 87°46'30", West 388.22 feet to East**  
**and west one quarter line; thence North 87°43'30", West**  
**418.05 feet to point of beginning. Containing 14.36 acres.**

**GRANTS, GRANTS have requested that ENERGY release from the above mentioned**  
**Right of Way Grant dated November 21, 1968, the portion of the lands described in**  
**said Right of Way Grant to which they have succeeded in title.**

**BY, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other**  
**valuable considerations, receipt of which is hereby acknowledged, ENERGY does by**  
**these presents, and subject to the conditions hereinafter stated, release, quit-claim**  
**and abandon unto the GRANTS their heirs, representatives, successors and assigns, all**  
**of the rights acquired by it under the aforementioned Right of Way Grant upon, over**  
**and across premises situated in the Township of Aven, County of Oakland, State of**  
**Michigan, described as follows:**

RECORDED
LIBER 4026
PAGE 517 518 & 519
R/W # 4649

RECORDED RIGHT OF WAY NO. 4649



Part of the Northwest one quarter of Section 24, Town 3 North, Range 11 East, described as: Beginning at the West one quarter corner of Section 24, thence North along section line 1111.73 feet; thence North 87°34'30" East, 744.16 feet, thence South 87°44'30" East, 447.30 feet; thence North 87°44'30" East, 118.00 feet; thence South 87°44'30" East, 388.31 feet to East and West one quarter line; thence North 87°43'30" East 438.05 feet to point of beginning. Containing 24.30 acres. RESERVE as much of a strip of land, ninety (90) feet wide, which lies within said premises, and the contourline of which is described as follows: A straight line running in a north-easterly and southeasterly direction across the northwest one quarter of said Section 24, from a point on the west line of Section 24, 73.6 feet northerly from the west one quarter corner of Section 24, and making a northeasterly angle of 47°21' with said section line, to a point on the north line of Section 24, 283.0 feet westerly from the north one quarter corner of said Section 24.

(1) Notwithstanding the terms and conditions contained in the aforementioned Right of Way Grant, this release is granted to and receipt thereof is acknowledged by the GUNNS upon the express condition that no buildings or structures shall be placed within that portion of the premises described above which is exempt from this release. HENGE shall have the right to trim or cut down any trees within said strip of land, ninety (90) feet wide, if same would fall into the lines or interfere with the operation and maintenance thereof.

(2) HENGE shall have the right to trim and cut down any trees situated within a strip of land, thirty (30) feet wide, adjoining and parallel to the easterly and westerly lines of said strip of land, ninety (90) feet wide, which in its opinion may interfere with or grow to the point of interfering with the maintenance and operation of its lines and towers constructed or to be constructed within said strip of land ninety (90) feet wide; and intending to include only so much of said strip of land thirty (30) feet wide as lies within the premises to which GUNNS have title as described above.

(3) Subject to the conditions herein contained, in all respects, except as to the extent hereby released, the aforementioned Right of Way Grant dated November 24, 1922 shall and does remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

In the Presence of:

William J. H. Carroll  
Irma C. Katz

THE HENGE ENGINE COMPANY

By G. F. Ogden, VICE PRESIDENT  
 By Esther Birnbaum, ASST. SECRETARY

RECORDED RIGHT OF WAY

*[Handwritten signature]*

Bruce Shaw  
Bruce Shaw  
Frank Graham  
Frank Graham

Richard Schmidt  
Richard Schmidt  
Paul V. Schmidt  
Paul V. Schmidt

STATE OF MICHIGAN }  
COUNTY OF WAYNE } ss.

On this 14th day of October A.D. 1959, before me,  
the undersigned, a Notary Public in and for said County appeared, C. F. Ogden  
and Esther Birnbaum, to me personally known, who being by me duly  
sworn did say that they are the Vice President and Assistant Secretary of  
THE HENRY HESSE COMPANY, a New York corporation, and that the seal affixed to said  
instrument is the corporate seal of said corporation, and that said instrument was  
signed and sealed in behalf of said corporation, by authority of the board of directors,  
and C. F. Ogden and Esther Birnbaum  
acknowledged said instrument to be the free act and deed of said corporation.

Lillian J. H. Carroll  
LILLIAN J. H. CARROLL  
Notary Public, Wayne County, Michigan

My commission expires August 8, 1961

STATE OF MICHIGAN }  
COUNTY OF Oakland } ss.

On this 13th day of AUGUST A.D. 1959, before me, the  
undersigned, a Notary Public in and for said County, personally appeared HELEN SCHMIDT  
and HEIN V. SCHMIDT, his wife, to me known to be the persons described in and who  
executed the foregoing instrument and acknowledged the execution thereof to be their  
free act and deed.

Frank Graham  
Notary Public, Oakland County, Michigan

My commission expires Feb 3 1962

FRANK GRAHAM  
Notary Public, Oakland County, Michigan  
My Commission Expires February 3, 1962

RECORDED WITH FILED NO. 4698

OAKLAND COUNTY  
REGISTER OF DEEDS

2016 MAY 17 AM 10:12

98941  
LIBER 49389 PAGE 289  
\$19.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
05/20/2016 01:00:25 P.M. RECEIPT# 55793  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2016 MAY 20 PM 12:54

PARTIAL ASSIGNMENT OF EASEMENT RIGHTS  
(Jewell-Spokane: Oakland County)

DTE Electric Company, a Michigan corporation of One Energy Plaza, Detroit, Michigan 48201 ("DTE") for good and valuable consideration hereby conveys, assigns and quitclaims to International Transmission Company, a Michigan corporation of 27175 Energy Way, Novi, Michigan 48377 ("ITC"), its successors and assigns, forever, certain easement rights described in Exhibit A, which is attached hereto and made a part hereof, as well as all right, title and interest of DTE acquired by occupancy or prescription for rights of way occupied by electric lines operated at 120 kV and higher within Oakland County (together, the "Easements").

It is also understood that the easement rights described herein may at some time accommodate both transmission facilities (120 kV or higher) and distribution facilities (less than 120 kV), whether currently built as such or not, and whether currently energized or not. DTE reserves unto itself, its successors and any future assignees, those easement rights relating to such distribution facilities including all tree trimming and vegetation management rights, if any. Therefore, this assignment shall only assign the easement rights relating to the transmission facilities and ITC takes subject to the right of DTE to utilize these easements for distribution and related purposes, including tree trimming and vegetation management purposes, if any.

DTE covenants and agrees that (1) DTE has the lawful right to transfer said easement rights, and (2) DTE has not, through its own act or omission, impaired the transferability of said easement rights.

The assignment of said easement rights shall be subject to all interests, agreements and encroachments currently existing on the property encumbered by the easements described in Exhibit A.

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

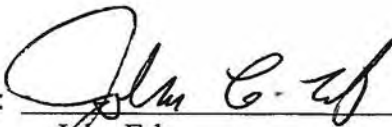
[SIGNATURES ON NEXT PAGE]

OK - LG

49  
E

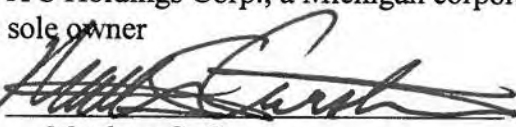
IN WITNESS WHEREOF, DTE and ITC have caused this instrument to be executed by their duly authorized officers this ~~20th~~ day of April, 2016.

**DTE ELECTRIC COMPANY**

By:   
John Erb  
Its: Manager, Corporate Real Estate

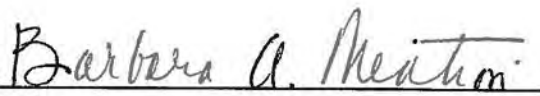
**INTERNATIONAL TRANSMISSION COMPANY,**

a Michigan corporation, d/b/a ITC *Transmission*  
By: ITC Holdings Corp., a Michigan corporation,  
Its sole owner

By:   
Matthew S. Carstens  
Its: Vice President and General Counsel-  
Utility Operations

Acknowledged before me in Wayne County, Michigan, on April 26, 2016, by John Erb, Manager, Corporate Real Estate of DTE Electric Company, a Michigan corporation, for the corporation.

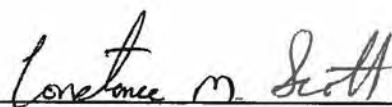
Notary's Stamp BARBARA A. MENTION  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Nov 29, 2021  
ACTING IN COUNTY OF OAKLAND

Notary's Signature 

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

Acknowledged before me in Oakland County, Michigan, on April 27, 2016, by Matthew S. Carstens, Vice President and General Counsel-Utility Operations, of International Transmission Company, a Michigan corporation, for the corporation.

Notary's Stamp CONSTANCE M. SCOTT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Sep 10, 2021  
ACTING IN COUNTY OF oakland

Notary's Signature 

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

Drafted by:  
Patricia T. Murphy, P61872  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

When recorded return to:  
NSI Consulting & Developing, Inc.  
24079 Research Drive  
Farmington Hills, MI 48335

EXHIBIT A  
to  
PARTIAL ASSIGNMENT OF EASEMENT RIGHTS  
(Jewell-Spokane: Oakland County)

The interest being assigned consists of all easements, rights and privileges granted and conveyed to DTE (whether under its current name or under the name of The Detroit Edison Company) through the conveyances hereinafter set forth, as modified and as actually used in, over, under, along and across lands in the County of Oakland, State of Michigan described in said easement documents. All references to recording refer to the Register of Deeds of Oakland County, Michigan.

<u>ROW#</u>	<u>EASEMENT FROM</u>	<u>DATED</u>	<u>RECORDED</u>	<u>RECORDED IN</u>
R4648	Fred Dopp and Louisa Dopp as modified by Partial Release	11/24/1922 10/14/1959	05/14/1923 11/19/1959	L. 5, P. 21, Misc. Records L. 4026, P. 517

(50) 22-13-200-037

<b>CVT:</b>	City of Novi	<b>PIN:</b>	(50) 22-13-200-037
<b>Status:</b>	Active	<b>Parcel Type:</b>	Land
<b>Add Date:</b>	3/29/2007	<b>Delete Date:</b>	
		<b>Last Activity:</b>	6/2/2012 4:04:12 AM

Tax Description	
1	T1N, R8E, SEC 13
2	PART OF NW 1/4 OF NE 1/4
3	BEG AT PT DIST
4	N 86-24-35 E 324.51 FT &
5	N 17-26-33 W 395.56 FT &
6	N 22-04-49 W 290.12 FT &
7	N 12-16-57 W 272.82 FT &
8	N 09-40-26 E 281.60 FT &
9	N 35-10-39 E 197.27 FT
10	FROM SW COR OF NE 1/4,
11	TH N 35-10-39 E 171.63 FT,
12	TH N 48-11-54 E 252.26 FT,
13	TH N 21-57-22 E 444.19 FT,
14	TH N 02-04-19 E 384.78 FT,
15	TH N 35-16-04 E 113.26 FT,
16	TH N 86-04-18 E 251.83 FT,
17	TH N 86-04-18 E 27.07 FT,
18	TH N 03-55-42 W 30 FT,
19	TH N 86-04-18 E 258.79 FT,
20	TH S 02-27-41 E 1204.65 FT,
21	TH S 86-54-14 W 1120.07 FT
22	TO BEG 20.21 A
23	3-28-07 FR 009, 031 & 036

Legacy Lineage			
Parent(s)	Delete Date	Child(ren)	Add Date
FR 009, 031 & 036	3/29/2007		

Address Information			
Primary Mailing Address	Site Address Indicator	Addressee(s)	Address
<input checked="" type="checkbox"/>	<input type="checkbox"/>	★ International Transmission Company ◆ Attn: Tax Dept	27175 Energy Way Novi MI 48377-3639

Related PINs			
CVT	PIN	Parcel Type	Status
50	99-00-009-265	Business Account	Inactive

**Address Info Legend**
 = Primary Mailing