

**Zoning Board of Appeals
October 23, 2019 Regular Meeting**

STAFF REPORT

Subject: ZBA19-28; 3915 and 3917 Research Park Drive

Summary:

International Transmission Company (ITC), representing the property owners, is seeking a variance from Section 5.20.3 (B) Interior Landscape Islands. The requested variance is to allow the removal of required vegetation in the high voltage electric transmission lines easement area only.

Background:

The subject property is zoned RE, Research and located south of Interstate 94 and west of the railroad corridor. ITC is an independent company which transmits electric energy by an extensive network of high voltage transmission lines. ITC is in the process of constructing new 120,000 volt double-circuit transmission lines through the City of Ann Arbor and the Charter Township of Pittsfield to connect the State and Pioneer substations. The project is approximately three miles long and located in the rear of commercial buildings adjacent to and along the existing rail corridor. The State-Pioneer Transmission Line Project is designed to improve the reliability of high-voltage electrical service in the Washtenaw County area. The project will enhance reliability of electric service to residents and businesses and create additional capacity throughout the region, which will benefit the community as a whole. If granted, the variance will protect the site from being rendered non-conforming on the work of ITC, an essential service under the Unified Development Code.

Description:

On December 7, 2018, ITC initiated an eminent domain action in the Washtenaw County Circuit Court, under the procedures set forth in the UCPA (Uniform Condemnation Procedures Act), seeking to acquire the easement on the property. Certain rights in the easement include the removal of incompatible vegetation located in the easement area. These rights are necessary to comply with safety and reliability standards and ensure the reliability of the electrical system by preventing outages caused by vegetation.

Standards for Approval- Variance

The Zoning Board of Appeals has all the power granted by State law and by Section 5.29.12, Application of the Variance Power from the UDC. The following criteria shall apply:

- (a). That the practical difficulties are exceptional and peculiar to the property of the person requesting the variance, and result from conditions which do not exist generally throughout the City.***

The practical difficulties for this property exist due to the eminent domain action which was needed to create this electrical line transmission project, which is a first of its kind for the City of Ann Arbor. The owners should not suffer an adverse consequence to their property as a result of a needed project that will enhance the reliability of electric service to the community.

- (b). That the practical difficulties will result from a failure to grant the variance, include substantially more than mere inconvenience, inability to attain a higher financial return, or both.**

The failure to grant the variance will result in the easement area being in a nonconforming status. The variance is minor and warranted so that the easement area can remain in conformity.

- (c). That allowing the variance will result in substantial justice being done, considering the public benefits intended to be secured by this Chapter, the individual hardships that will be suffered by a failure of the Board to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.**

The importance of maintaining the reliability of transmission lines benefits all property owners in the community and the requested variance will not otherwise have a negative impact, thus resulting in substantial justice being done.

- (d). That the conditions and circumstances on which the variance request is based shall not be a self-imposed hardship or practical difficulty.**

The practical difficulty was not created by the Property owner. This situation resulted from eminent domain proceedings. The practical difficulty arises from condemnation and is subject to the Michigan Uniform Condemnation Procedures Act.

- (e). A variance approved shall be the minimum variance that will make possible a reasonable use of the land or structure.**

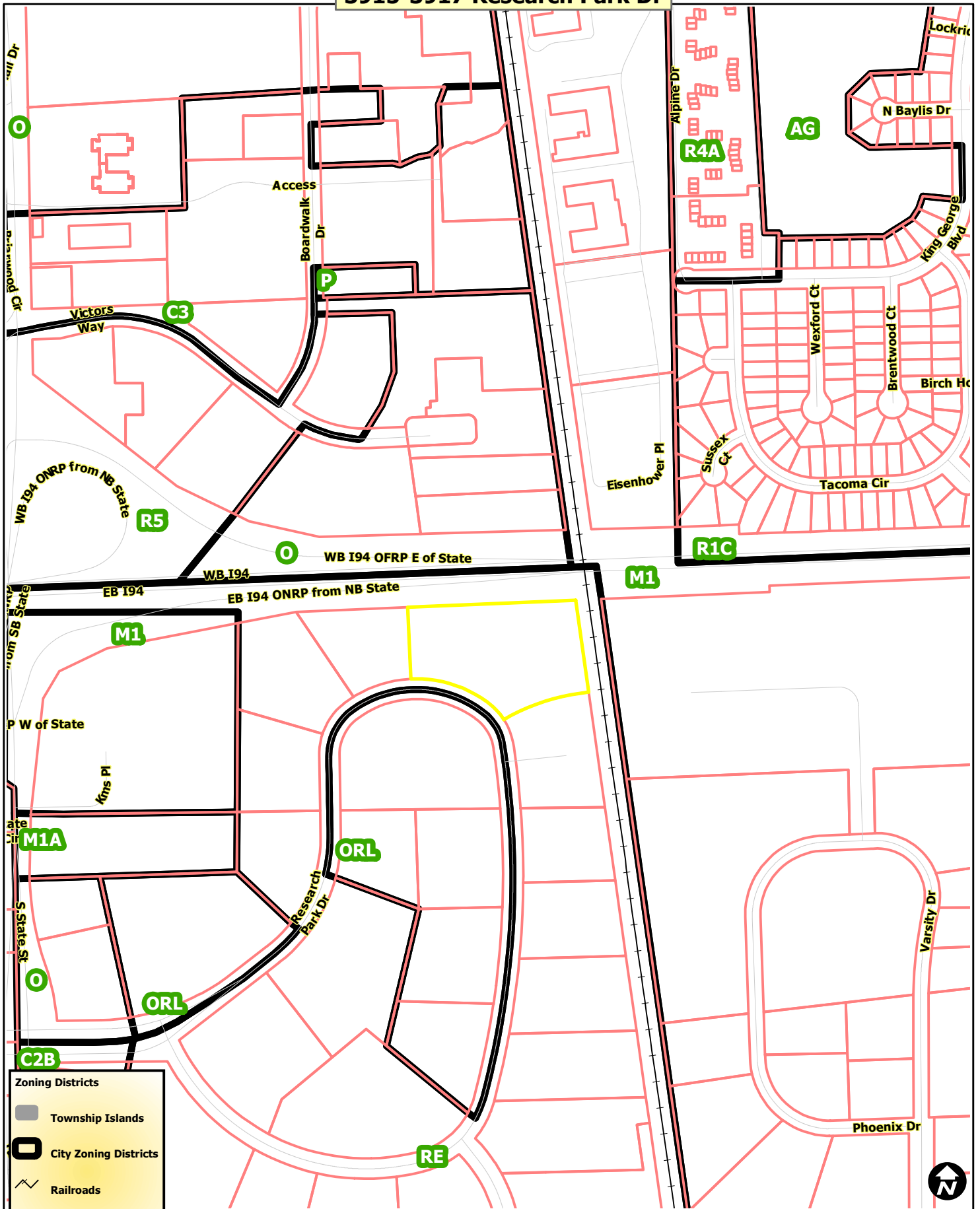
The applicant's state the easement area is located in the rear of the property, adjacent to the railroad track. This request only involves vegetation in the easement area and will not have a significant impact on the landscaping of the property as a whole.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jon Barrett". The signature is stylized and somewhat cursive.

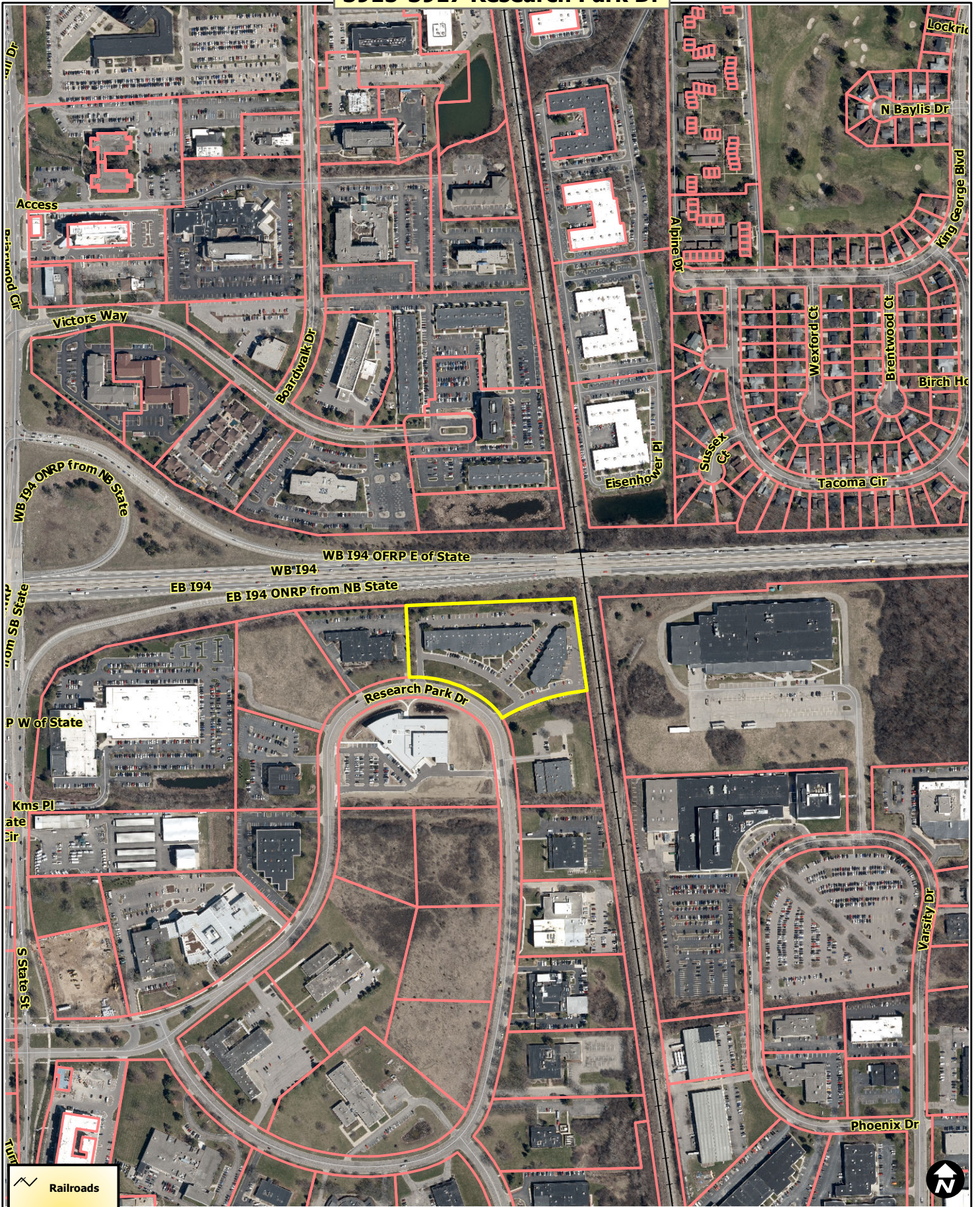
Jon Barrett
Zoning Coordinator



3915-3917 Research Park Dr



Map date: 10/1/2019
 Any aerial imagery is circa 2018
 unless otherwise noted
 Terms of use: www.a2gov.org/terms

3915-3917 Research Park Dr





-  Railroads
-  Huron River
-  Tax Parcels



Map date: 10/1/2019
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3915-3917 Research Park Dr



-  Railroads
-  Huron River
-  Tax Parcels



Map date: 10/1/2019
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ZONING BOARD OF APPEALS APPLICATION

City of Ann Arbor Planning Services

City Hall: 301 E Huron Street Ann Arbor, MI 48107-8647

Phone: 734-794-6265 Fax: 734-794-8460 Email: planning@a2gov.org

PROPERTY INFORMATION

ADDRESS OF PROPERTY 3915 and 3917 Research Park Drive, Ann Arbor, MI		ZIP CODE 48108
ZONING CLASSIFICATION RE Research District	NAME OF PROPERTY OWNER *If different than applicant, a letter of authorization from the property owner must be provided Intech Ventures of Ann Arbor Limited Partnership	
PARCEL NUMBER 09-12-09-300-018	OWNER EMAIL ADDRESS	

APPLICANT INFORMATION

NAME International Transmission Company d/b/a ITCTransmission			
ADDRESS 27175 Energy Way	CITY Novi	STATE MI	ZIP CODE 48377
EMAIL mboardman@zausmer.com		PHONE 248-851-4111	
APPLICANT'S RELATIONSHIP TO PROPERTY Easement holder			

REQUEST INFORMATION

<input checked="" type="checkbox"/> VARIANCE REQUEST Complete Section 1 of this application	<input type="checkbox"/> REQUEST TO ALTER A NONCONFORMING STRUCTURE Complete Section 2 of this application
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REQUIRED MATERIALS

One hard copy application complete will all required attachments must be submitted. Digital copies of supportive materials included in the submitted hard copy will only be accepted in PDF format by email or accompanying the hard copy application on a USB flash drive.

Required Attachments:

- Boundary Survey of the property including all existing and proposed structures, dimensions of property, and area of property.
- Building floor plans showing interior rooms, including dimensions.
- Photographs of the property and any existing buildings involved in the request.

OFFICE USE ONLY	
Fee Paid: 1,000	ZBA: ZBA19-028
CITY OF ANN ARBOR RECEIVED DATE STAMP SEP 17 2019	
PLANNING & DEVELOPMENT SERVICES	

ACKNOWLEDGEMENT

All information and materials submitted with this application are true and correct.

Permission is granted to City of Ann Arbor Planning Services and members of the Zoning Board of Appeals to access the subject property for the purpose of reviewing the variance request.

N/A, see attached regarding UCPA Variance Request

Property Owner Signature : _____ Authorization (MCL 213.54(2)) _____ Date: 9/17/19

Section 1 City of Ann Arbor Planning Services – Zoning Board of Appeals Application

VARIANCE REQUEST

ARTICLE(S) AND SECTION(S) FROM WHICH A VARIANCE IS REQUESTED: *(Example: Article 3, Section 5.26)*

Article IV, Section 5.20

REQUIRED DIMENSION: *(Example: 40' front setback)*

Feet: Inches:

PROPOSED DIMENSION: *(Example: 32 foot 8 inch front setback)*

Feet: Inches:

DESCRIPTION OF PROPOSED WORK AND REASON FOR VARIANCE:

See attached.

The City of Ann Arbor Zoning Board of Appeals has the powers granted by State law and City Code Chapter 55, Section 5:29. A variance may be granted by the Zoning Board of Appeals only in cases involving practical difficulties or unnecessary hardships when all of the following statements are found to be true. Please provide a complete response to each of the statements below.

The alleged hardships or practical difficulties, or both, are exceptional and peculiar to the property of the person requesting the variance, and result from conditions which do not exist generally throughout the city.

See attached.

The alleged hardships are practical difficulties, or both, which will result from a failure to grant the variance, include substantially more than mere inconvenience, inability to attain a higher financial return, or both.

See attached.

Allowing the variance will result in substantial justice being done, considering the public benefits intended to be secured by this chapter, the individual hardships that will be suffered by a failure of the board to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.

See attached.

The conditions and circumstances on which the variance request is based shall not be a self-imposed hardship or practical difficulty.

See attached.

A variance approved shall be the minimum variance that will make possible a reasonable use of the land or structure.

See attached.

Section 2 City of Ann Arbor Planning Services – Zoning Board of Appeals Application

REQUEST TO ALTER A NONCONFORMING STRUCTURE

For the purposes of Article VI: Nonconformities Section 5.32.2 Nonconforming Structure, **alteration** is defined as any change in a Building that results in additional Floor Area being fit for occupancy, a greater number of dwelling or rooming units or an increase in the exterior dimensions of the Building.

A nonconforming structure may be maintained or restored, but permission to alter a nonconforming structure will only be approved by the Zoning Board of Appeals upon finding that it complies as nearly as practicable with the requirements of this Chapter and that it will not have a detrimental effect on neighboring property.

In the space below, describe the current use of the property, the proposed alteration, and the impact it would have on neighboring property.

N/A

Please complete the table below as it relates to your request

Requirement	Existing Condition	Code Requirement
Lot Area		
Lot Width		
Floor Area Ratio		
Setbacks		
Parking		
Landscaping		
Other		



ZAUSMER, P.C.
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Farmington Hills, MI 48334-1574
(248) 851-4111 · Fax (248) 851-0100

MISCHA M. BOARDMAN
Shareholder
mboardman@zausmer.com

September 17, 2019

City of Ann Arbor
Zoning Board of Appeals
301 E. Huron Street
Ann Arbor 48107

Re: Request for Non-Use Variance – 3915 and 3917 Research Park Drive, Ann Arbor, MI 48104 – Parcel No. 09-12-09-300-018 (ITC No. SP-3244)

Dear Zoning Board Members:

We represent International Transmission Company d/b/a *ITC Transmission* (“ITC”). This letter and its accompanying materials, including the Application attached hereto as **Exhibit A**, are presented to the City of Ann Arbor (“City”) Zoning Board of Appeals (“ZBA”) in furtherance of ITC’s request for a variance under the Michigan Uniform Condemnation Procedures Act, MCL 213.51 et seq. (“UCPA”) for relief from certain vegetation requirements (as set forth herein) within the Permanent Electric Transmission Line Easement (“Easement” attached as **Exhibit B**), which was acquired by ITC in Case No. 2018-001264-CC, *ITC v. Intech Ventures of Ann Arbor Limited Partnership et. al.*, Washtenaw County Circuit Court (“Litigation”).¹ As discussed below, under Michigan law, the UCPA allows a condemning agency, such as ITC, to apply for a variance in order to address a nonconformity created by the taking of property, such as the Easement in this case.

I. BACKGROUND

A. The Property

The property at issue is located at 3915 and 3917 Research Park Drive, Ann Arbor, MI 48104 (“Property”). The zoning classification for the Property is RE Research. A Boundary Survey is attached as **Exhibit C** and an aerial/photograph of the Property is attached as **Exhibit D**.

¹ The Zoning Board of Appeals previously granted variances related to ITC’s easements on other properties at its July 31, 2019 board meeting.

B. State-Pioneer Transmission Line Project

ITC is an independent transmission company as defined in the Electric and Gas Corporations Act, MCL 486.251 et seq. (“EGCA”) which transmits electric energy by an extensive network of high voltage transmission lines. ITC is currently in the process of constructing a new 120,000 volt (120kV) double-circuit transmission line (“Transmission Line”) through the City of Ann Arbor and the Charter Township of Pittsfield to connect the State and Pioneer substations (“State-Pioneer Transmission Line Project” or “Project”). The Project is approximately 3 miles long and located in the rear of commercial buildings adjacent to and along an existing operating rail road corridor (Ann Arbor Railroad). *See* Map of Project, attached hereto as **Exhibit E**. The City of Ann Arbor Staff (and City Council) are well aware of this project and have been involved since its inception. The State-Pioneer Transmission Line Project is designed to improve the reliability of high-voltage electrical service in the Washtenaw County area. Specifically, this Project will reduce the demand on the area’s existing aging electrical infrastructure, which was constructed decades ago and was not built to support modern-day demands. The Project will enhance reliability of electric service to residents and businesses and create additional capacity throughout the region, which will serve as a significant benefit for the community as a whole.

C. The Acquisition of the Easement

As part of the Project, on December 7, 2018, ITC initiated an eminent domain action in the Washtenaw County Circuit Court, under the procedures set forth in the UCPA, seeking to acquire the Easement on the Property, subject to payment of just compensation for the property taken (“Just Compensation”).² Among the rights included in the Easement, are certain rights to remove incompatible vegetation located in the Easement Area³ on the Property. Such rights are necessary for ITC to comply with the safety and reliability standards set forth by the North American Electric Reliability Corporation (“NERC”), among other things, and are also necessary to ensure the safety and reliability of the entire bulk electricity system by preventing possible outages caused by vegetation.

The Court confirmed these Easement rights and granted ITC possession of the rights set forth in the Easement on April 25, 2019 and further confirmed that title to the rights described in the Easement had vested with ITC on December 7, 2018. *See* Stipulated Order Waiving Necessity, Confirming Title, Transferring Possession, Ordering Payment of Just Compensation, and for Other Relief attached as **Exhibit F**. The only issue that remains in the Litigation is the amount of just compensation due to the owner of the Property, which is being addressed by the parties and the Court as per the normal course of these types of actions.

² The EGCA specifically authorizes ITC to acquire property interests necessary to transmit electric energy for public use through condemnation proceedings. MCL 486.255. ITC is further authorized to condemn property pursuant to the procedures set forth under the UCPA.

³ The Easement Area is depicted in Exhibit B.

Re: *Request for Non-Use Variance – 3915 and 3917 Research Park Drive, Ann Arbor, MI 48104 – Parcel No. 09-12-09-300-018 (ITC No. SP-3244)*

September 17, 2019

Page 3

ITC has completed initial vegetation removal in the Easement Area on the Property in preparation for the construction of the Transmission Line.⁴

D. UCPA Variance Request Authorization

As a condemning agency under the UCPA, ITC has the right to seek a zoning variance in order to reduce the impact of the Easement on the Property.⁵ MCL 213.54(2) specifically states:

If the acquisition of a portion of a parcel of property actually needed by an agency would leave the remainder of the parcel in nonconformity with a zoning ordinance, **the agency, before or after acquisition, may apply for a zoning variance for the remainder of the parcel.** In determining whether to grant the zoning variance, **the governmental entity having jurisdiction to grant the variance shall consider the potential benefits of the public use for which the property would be acquired,** in addition to those criteria applicable under the relevant zoning statute, ordinance, or regulation. The agency must actually acquire the portion of the parcel of property for the proposed public use for the zoning variance to become effective for the remainder. If a variance is granted under this subsection, the property shall be considered by the governmental entity to be in conformity with the zoning ordinance for all future uses with respect to the nonconformity for which that variance was granted. However, if the property was also nonconforming for other reasons, the grant of that variance has no effect on the status of those other preexisting nonconformities. An owner shall not increase the nonconformity for which a variance is granted under this section without the consent of the governmental entity. An agency has the same right to appeal action on a zoning variance as would a property owner seeking a zoning variance. This section does not deprive a governmental entity of its discretion to grant or deny a variance.⁶

In accordance with the above provision, when determining whether to grant this variance, the ZBA must consider the potential benefits of the State-Pioneer Transmission Line Project.

⁴ As an essential service, ITC has the right to remove vegetation within its Easement in accordance with the City's Ordinance, and per the terms of the Easement. This was reviewed and discussed with Staff as part of the overall project discussions. However, as a gesture of good faith, and while not required to do so by Ordinance, ITC paid the City \$47,600.00 for removal of identified landmark trees within all of its Easements on this Project.

⁵ MCL 213.54(2) attached as **Exhibit G**.

⁶ MCL 213.54(2) (emphasis added).



Re: **Request for Non-Use Variance – 3915 and 3917 Research Park Drive, Ann Arbor, MI 48104 – Parcel No. 09-12-09-300-018 (ITC No. SP-3244)**

September 17, 2019

Page 4

II. THE REQUIREMENTS JUSTIFYING A VARIANCE ARE MET

Description of the Proposed Work and Reason for Variance:

With this Application, ITC is seeking a minor variance, for relief from vegetation requirements in the Easement Area only on the Property. Specifically, ITC is seeking a variance from Section 5.20 of the Ordinance which relates to Landscaping, Screening, and Buffering.⁷ Due to safety and reliability concerns set forth above, certain vegetation that was maintained/planned for the Property (*see* Plan with Easement Area Overlay attached as **Exhibit H**), is not compatible with the construction and operation of State-Pioneer Transmission Line Project. All trees located in the Easement Area on the Property were previously removed by ITC as part of the Project, and cannot be replanted in the Easement Area.

MCL 125.3604 gives a zoning board of appeals the authority to grant nonuse variances if there are “practical difficulties,” relating to the “construction, structural changes, or alteration of buildings or structures related to dimensional requirements of the zoning ordinance or to any other nonuse related standard in the ordinance.” Likewise, Section 5.29.12 of the Ordinance provides that the ZBA may grant nonuse variances upon certain criteria being met. This is consistent with Michigan law, which provides that there need only be a reasonable showing of “practical difficulty” to warrant a nonuse variance. *Heritage Hill Ass’n, Inc v City of Grand Rapids*, 48 Mich App 765; 211 NW2d 77 (1973).

As shown in greater detail below, practical difficulties exist in this case and all of the specific standards of review pursuant to Section 5.29.12 of the Ordinance have been met:

A variance may be allowed by the ZBA only in cases involving practical difficulties after the ZBA makes an affirmative finding that each of these criteria are met:

1. *That the alleged practical difficulties are exceptional and peculiar to the property of the Person requesting the variance, and result from conditions that do not exist generally throughout the City.*

RESPONSE: The practical difficulties for this Property are exceptional because they relate to an eminent domain action, which was needed to create a critical electrical infrastructure Project that will benefit the residents and businesses throughout the area. This is the first high voltage electric transmission line ever constructed in Ann Arbor. To safely construct and maintain the new Transmission Line, the Easement Area must be free of trees that, consistent with ITC’s determinations either pose a risk to the operation and maintenance of the Transmission Line, or are an obstacle to construction of such line. Outages caused by incompatible vegetation can result in substantial economic losses in commerce and have a dramatic impact on the community. The Property owner was not the cause of the trees and/or landscaping removal. The Property owner had no choice as to whether the Transmission Line would be imposed on its Property or not. The

⁷ If the ZBA finds that another section of the Ordinance additionally or alternatively requires incompatible vegetation in the Easement Area, ITC hereby requests a variance from that Section(s) of the Ordinance as well.

Re: **Request for Non-Use Variance – 3915 and 3917 Research Park Drive, Ann Arbor, MI 48104 – Parcel No. 09-12-09-300-018 (ITC No. SP-3244)**

September 17, 2019

Page 5

Property owner should not suffer an adverse consequence to its Property as a result of a needed Project that will enhance the reliability of electric service for the entire community.

2. *That the alleged practical difficulties that will result from a failure to grant the variance, include substantially more than mere inconvenience, inability to attain a higher financial return, or both.*

RESPONSE: The practical difficulties that will result if a variance is not granted will be far more than mere inconvenience or inability to attain a higher financial return. The trees required by Section 5.20 can no longer be located in the Easement Area because they are not compatible with the Transmission Line. Not granting a variance to the Property owner here would negatively impact the Property owner, who did not create this circumstance and leave the area within the Easement in a nonconforming status. The Property has existed at this location in its current developed status for years. A minor variance to eliminate the need for certain vegetation in the Easement Area is warranted so that the Property can remain in conformity in this area notwithstanding the imposition of the Easement.

3. *That allowing the variance will result in substantial justice being done, considering the public benefits intended to be secured by this chapter, the practical difficulties that will be suffered by a failure of the Board to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.*

RESPONSE: The variance requested is very narrowly directed at vegetation in the Easement Area on the Property, which is incompatible with the construction and operation of the Transmission Line. The variance will enable the Property to function in a conforming status in the Easement Area. The Transmission Line will bring significant public benefits to the community in terms of electrical reliability and increased capacity. The importance of maintaining the reliability of transmission lines benefits all property owners in the community and the requested variance will not otherwise have a negative impact, thus resulting in substantial justice being done.

4. *That the conditions and circumstances on which the variance request is based are not a self-imposed practical difficulty.*

RESPONSE: The practical difficulty was not created by the Property owner. This situation resulted from eminent domain proceedings. As such, the practical difficulty arises from condemnation and is subject to relief pursuant to the Michigan Uniform Condemnation Procedures Act as detailed above.

5. *The variance to be approved is the minimum variance that will make possible a reasonable use of the land or Structure.*

RESPONSE: A lesser variance than requested would not achieve the goal of ensuring the area within the Easement remains in conforming status, while at the same time allowing use of the Easement Area for the Transmission Line. Again, the trees were properly removed by ITC and the only variance that will allow this area to remain in conformity with the landscaping requirements



Re: *Request for Non-Use Variance – 3915 and 3917 Research Park Drive, Ann Arbor, MI 48104 – Parcel No. 09-12-09-300-018 (ITC No. SP-3244)*

September 17, 2019

Page 6

of the Ordinance is the variance requested.

Alternative Criteria for Specific Types of Variances

Variances to the following types of standards shall require that the ZBA make an affirmative finding that the application meets the specific criteria listed below that are applicable to that type of variance application.

Landscaping, Screening and Buffering

In the case of an application for a variance from the landscaping, screening and buffering requirements of Section 5.20, a variance may be granted from the strict application of that section when the evidence supports that the public benefit intended to be secured will exist with less than the required landscaping or screening.

RESPONSE: This variance request is the result of the construction of a needed electrical infrastructure Project which will benefit the City broadly, but only physically burdens a very small portion of land in the City on several commercial properties such as the instant Property. The Easement Area is located in the rear of the Property, adjacent to an operating railroad track (Ann Arbor Railroad). The benefits of vehicular use area landscaping and screening can still be achieved in the City if the small variance requested here to eliminate the trees in the Easement Area is granted. This request only involves vegetation in the Easement Area and will not have a significant impact on the landscaping of the Property as a whole.

III. CONCLUSION

Accordingly, ITC respectfully requests that the ZBA grant its requested variance to allow for the area within the Easement on the Property to remain conforming by granting a variance from the landscape requirements (as set forth herein) in Easement Area.

Thank you for your consideration of this request. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

ZAUSMER, P.C.

Mischa M. Boardman

EXHIBIT A

EXHIBIT B

PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this _____ day of _____, 2019, by and between **INTECH VENTURES OF ANN ARBOR LIMITED PARTNERSHIP**, a Michigan limited partnership, with an address of 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48034 ("Grantor") and **INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("Grantee").

WHEREAS, Grantor is the owner of certain real property more particularly described on the attached Exhibit "A" as the "Property".

WHEREAS, Grantee requires a perpetual easement upon, under, across and through a Primary Easement Area and Secondary Easement Area located on the Property as more particularly described and depicted on Exhibit "A", upon the terms and conditions stated below.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. **Grant of the Primary Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual easement (the "Primary Easement") over, under, across and through the Primary Easement Area on the Property with the right, privilege and authority for Grantee, its agents, employees, and contractors, to:

(a) construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove one (1) double circuit electric transmission line operated at a maximum nominal voltage of 120 kV and affiliated Telecommunications Line or Lines (as defined in paragraph 6 below) consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable related to the Telecommunications Line or Lines), and equipment for transmitting electricity and communications relating to same ("Grantee's Facilities"); and

(b) temporarily improve the surface of the Primary Easement Area as reasonably necessary to place and operate Grantee's construction vehicles and equipment, provided that Grantee shall

use reasonable care in using the currently paved surface of the Primary Easement Area as reasonably necessary to place and operate Grantee's construction vehicles and equipment and replace any damage thereto; and

(c) prohibit and/or remove, at Grantee's sole discretion, any buildings or other above-ground structures (collectively referred to as "Structures") that are constructed or erected within the Primary Easement Area after the date hereof ("Prohibited Structures"). Grantee may remove such Prohibited Structures from the Primary Easement Area without notice to Grantor and without responsibility for any damage that occurs as a result of such removal. This paragraph is not intended to apply, nor does it apply, to any Structure that existed within the Primary Easement Area as of the date hereof, ("Permitted Structure"), except that for any fence that existed in the Primary Easement Area as of the date hereof, Grantee may (1) install and maintain a gating system, of Grantee's choice, in order to obtain access through the fence to the Primary Easement Area for the purposes provided for herein; and (2) cause such fence to be removed as Grantee deems necessary provided that Grantee restores such fence to substantially the same condition as existed prior to removal. If Grantor proposes to construct or erect a Prohibited Structure, a proposed construction plan may be submitted to Grantee for its review and a determination as to whether the proposed Prohibited Structure would interfere with the safe and reliable operation or maintenance of Grantee's Facilities within the Primary Easement Area. Grantee's approval of a proposed Prohibited Structure under these circumstances will not be unreasonably withheld;

(d) locate Grantee's poles and/or towers within the Primary Easement Area; provided, however, that such poles and/or towers shall be located as near as possible to the transmission line depicted on Exhibit A; and

(e) at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Primary Easement Area, all at Grantee's sole and absolute discretion; and

(f) enter upon and cross the Primary Easement Area for the above described purposes on other land(s).

The granting of the Easement is subject to the terms, conditions and limitations specified herein, may not be utilized for any other purpose whatsoever, and may be used only in accordance with the terms, condition and restrictions herein set forth. Grantor reserves the right to allow its tenants and their invitees and licensees to use the existing parking in the Primary Easement Area and to maintain such parking area, subject to Grantee's rights set forth in this Easement. Grantee shall not use the Primary Easement Area for staging its construction of Grantee's Facilities on neighboring parcels or storage of materials or equipment for use in connection with construction on neighboring parcels, but Grantee shall be permitted to use the Primary Easement Area for such staging and storage purposes in connection with construction of Grantee's Facilities on the Property.

2. **Grant of the Secondary Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual easement (the "Secondary Easement") over, under, across and

through the Secondary Easement Area on the Property with the right, privilege and authority for Grantee, its agents, employees, and contractors, to:

(a) construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove Grantee's Facilities, subject to the requirement that Grantee shall not locate any permanent Grantee's Facilities, or any other permanent structures or improvements, within or above the Secondary Easement Area; and

(b) temporarily improve the surface of the Secondary Easement Area provided that Grantee shall use reasonable care in using the currently paved surface of the Secondary Easement Area as reasonably necessary to place and operate Grantee's construction vehicles and equipment; and

(c) at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Secondary Easement Area, all at Grantee's sole and absolute discretion; and

(d) enter upon and cross the Secondary Easement Area for the above described purposes on other land(s).

Grantee shall not use the Secondary Easement Area for staging its construction of Grantee's Facilities on neighboring parcels or for storage of materials or equipment for use in connection with construction on neighboring parcels, but Grantee shall be permitted to use the Secondary Easement Area for such staging and storage purposes in connection with construction of Grantee's Facilities on the Property. Grantor retains the right to use the Secondary Easement Area for its purposes which do not interfere with Grantee's use of the Primary Easement or Secondary Easement such as construction, maintenance or removal of carports, generators, and the like.

The Primary Easement and the Secondary Easements are sometimes hereinafter cumulatively referred to herein as the "**Easements**".

3. **Ingress and Egress.** Grantor grants to Grantee ingress and egress to the Primary Easement Area and Secondary Easement Area on, over and across the Property. Grantor shall work in good faith with Grantee to determine access points that are acceptable to both parties. Grantee's right to ingress and egress during the initial construction of the transmission line shall be limited insofar as all access to the Primary Easement Area and Secondary Easement Area during the initial construction shall be restricted to the area identified on Exhibit B as "Access During Initial Construction," or to an alternative access point that is mutually agreeable to both parties.

4. **Repair and Restoration.** Grantee shall:

(a) re-grade, repair and restore, at Grantee's sole expense, as nearly as possible to its former condition, any portions of the Primary Easement Area, Secondary Easement Area, or Property owned by Grantor damaged by Grantee in the exercise of any of Grantee's rights under this Agreement; and

(b) repair or replace, at Grantee's sole expense, any actual damage located within the Primary Easement Area, Secondary Easement Area, or Property, caused by the exercise of any of Grantee's rights under this Agreement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damage to the extent that such damage results from Grantor's negligence. Upon reasonable notice to Grantee that damage has been sustained, the parties shall work cooperatively to identify the damage and to determine the scope of repair or replacement work.

5. **Binding/Run With The Land.** This conveyance shall be permanent, shall run with the land, and shall be binding upon the parties' successors and assigns.

6. **Telecommunications Line or Lines.** For purposes of this Agreement, the term "Telecommunications Line or Lines" shall be defined as Grantee's internal telecommunications line or lines (and not the telecommunications line of a third party telecommunications provider).

7. **Limited Use/Non-Use.** Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.

This Agreement 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).

[SIGNATURE(S) ON NEXT PAGE]

GRANTOR:

INTECH VENTURES OF ANN ARBOR LIMITED PARTNERSHIP, a Michigan limited partnership

By: AA INTECH, INC., a Michigan corporation,
its General Partner

By: _____
Spencer M. Partrich, Secretary

GRANTEE:

INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation

BY: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

This instrument was acknowledged before me this ____ day _____, 2019, by Spencer M. Partrich, the Secretary of AA Intech, Inc., a Michigan corporation, the General Partner of Intech Ventures of Ann Arbor Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

Notary Public, State of Michigan
My commission expires: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me this ____ day _____, 2019, by _____, the _____ of International Transmission Company., a Michigan corporation, on behalf of the corporation.

Notary Public, State of Michigan
My commission expires: _____

Drafted by:
Devin R. Sullivan
Zausmer, August & Caldwell, P.C.
32255 Northwestern Highway
Suite 225
Farmington Hills, MI 48334

When recorded return to:
Devin R. Sullivan
Zausmer, August & Caldwell, P.C.
32255 Northwestern Highway
Suite 225
Farmington Hills, MI 48334

EXHIBIT "A"

SURVEY DRAWING AND LEGAL DESCRIPTIONS

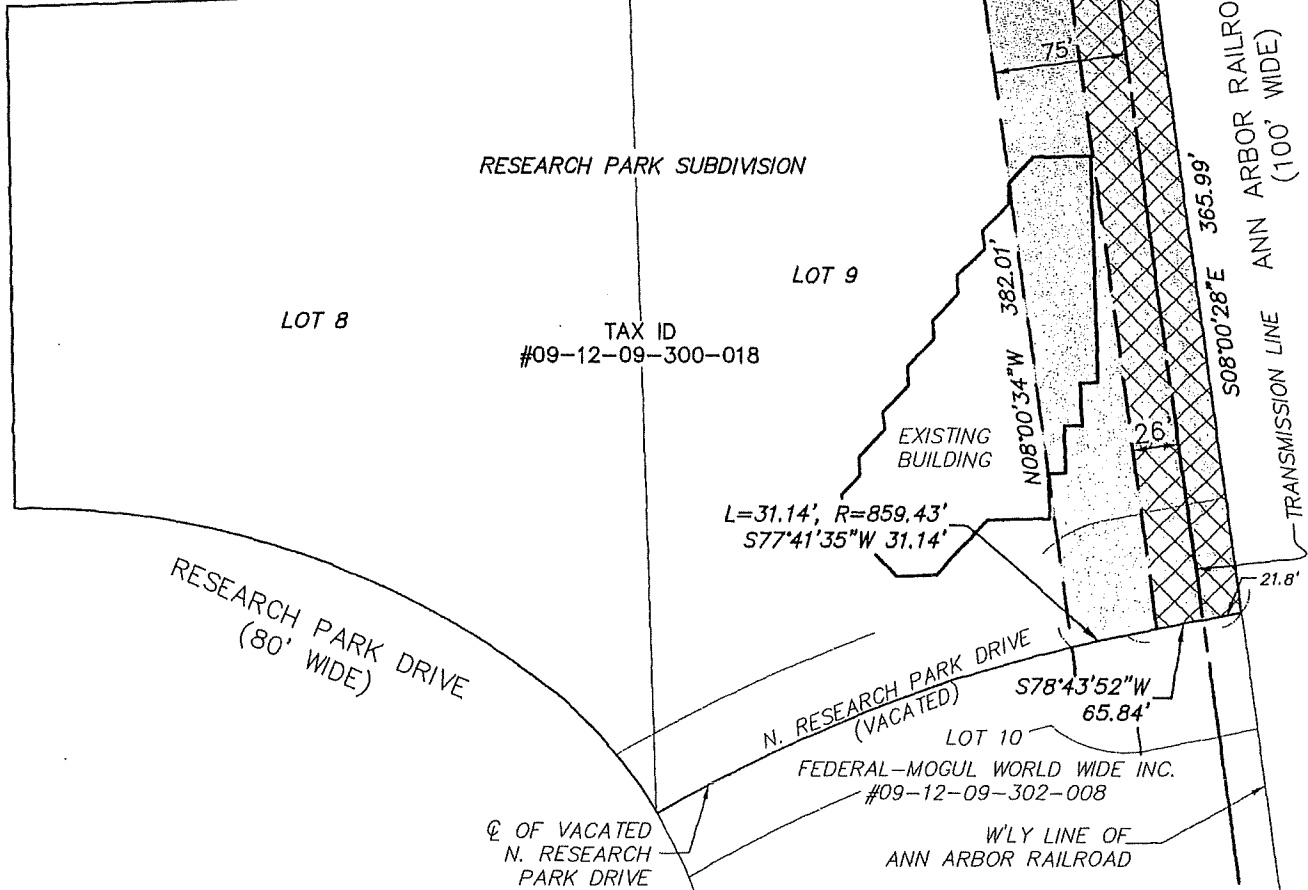
EXHIBIT A
SITE 3244
INTECH VENTURES OF ANN ARBOR LTD

PART OF
 SW 1/4 CORNER
 SECTION 9
 T3S, R6E
 CITY OF ANN ARBOR

I-94
 (VARIABLE WIDTH)

S'LY R.O.W. LINE OF I-94

P.O.B.
 NE. COR.
 OF LOT 9



LEGEND

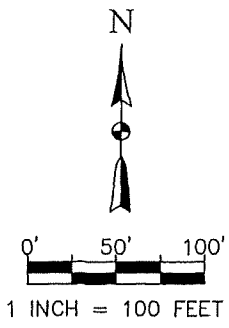
- TRANSMISSION LINE
- PRIMARY EASEMENT AREA
- SECONDARY EASEMENT AREA

N 88° E DESCRIBED EASEMENT - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83, SOUTH ZONE, INTERNATIONAL FOOT SECTION CORNER

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

NOTE: THIS IS NOT A BOUNDARY SURVEY



Overall Easement area 36,180 Square Feet



CLIENT: INTERNATIONAL TRANSMISSION COMPANY

PROJECT: PIONEER - STATE

JOB: 1054-17-8089

DATE: 9-6-2017

REV.: 4-1-2019

SHEET: 1 OF 2

PROPERTY

(PER QUIT CLAIM DEED, LIBER 2997, PAGE 283)

GRANTOR'S LAND IS LOCATED WITHIN THE CITY OF ANN ARBOR, SECTION 9, TOWN 3 SOUTH, RANGE 6 EAST, COUNTY OF WASHTENAW, STATE OF MICHIGAN.

LOTS 8 AND 9, ALSO THE NORTH 1/2 OF VACATED NORTH RESEARCH PARK DRIVE OF RESEARCH PARK SUBDIVISION, AS RECORDED IN LIBER 15 OF PLATS, PAGES 56 AND 57, WASHTENAW COUNTY RECORDS.

COMMONLY KNOWN AS: 3917 RESEARCH PARK DRIVE
TAX ID: 09-12-09-300-018

OVERALL EASEMENT AREA:

BEGINNING AT THE NORTHEAST CORNER OF LOT 9 OF RESEARCH PARK SUBDIVISION, RECORDED IN LIBER 15 OF PLATS, PAGE 56, WASHTENAW COUNTY RECORDS; THENCE S08°00'28"E 365.99 FEET ALONG THE WESTERLY LINE OF THE ANN ARBOR RAILROAD (100 FEET WIDE) TO A POINT ON THE CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE: 1) S78°43'52"W 65.84 FEET AND 2) 31.14 FEET ALONG THE ARC OF A 859.43 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD WHICH BEARS S77°41'35"W 31.14 FEET; THENCE N08°00'34"W 382.01 FEET TO A POINT ON SAID NORTH LINE OF LOT 9 AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94; THENCE N87°51'32"E 97.30 FEET ALONG SAID NORTH LINE OF SAID LOT 9 AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94 TO THE POINT OF BEGINNING.

PRIMARY EASEMENT AREA:

BEGINNING AT THE NORTHEAST CORNER OF LOT 9 OF RESEARCH PARK SUBDIVISION, RECORDED IN LIBER 15 OF PLATS, PAGE 56, WASHTENAW COUNTY RECORDS; THENCE S08°00'28"E 365.99 FEET ALONG THE WESTERLY LINE OF THE ANN ARBOR RAILROAD (100 FEET WIDE) TO A POINT CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE; THENCE S78°43'52"W 47.86 FEET ALONG SAID CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE; THENCE N08°00'34"W 373.62 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94 (VARIABLE WIDTH); THENCE N87°51'32"E 48.04 FEET ALONG SAID NORTH LINE OF LOT 9 AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94 TO THE POINT OF BEGINNING.

SECONDARY EASEMENT AREA:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF RESEARCH PARK SUBDIVISION, RECORDED IN LIBER 15 OF PLATS, PAGE 56, WASHTENAW COUNTY RECORDS; THENCE S87°51'32"W 48.04 FEET ALONG THE NORTH LINE OF SAID LOT 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94 (VARIABLE WIDTH) TO THE **POINT OF BEGINNING**; THENCE S08°00'34"E 373.62 FEET TO A POINT CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE: 1) S78°43'52"W 17.98 FEET AND 2) 31.14 FEET ALONG THE ARC OF A 859.43 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD WHICH BEARS S77°41'35"W 31.14 FEET; THENCE N08°00'34"W 382.01 FEET TO A POINT ON SAID NORTH LINE OF LOT 9 AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94; THENCE N87°51'32"E 49.26 FEET ALONG SAID NORTH LINE OF LOT 9 AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94 TO THE POINT OF BEGINNING.



CLIENT: INTERNATIONAL TRANSMISSION COMPANY
PROJECT: PIONEER - STATE

JOB: 1054-17-8089
DATE: 9-6-2017
REV.: 4-1-2019
SHEET: 2 OF 2

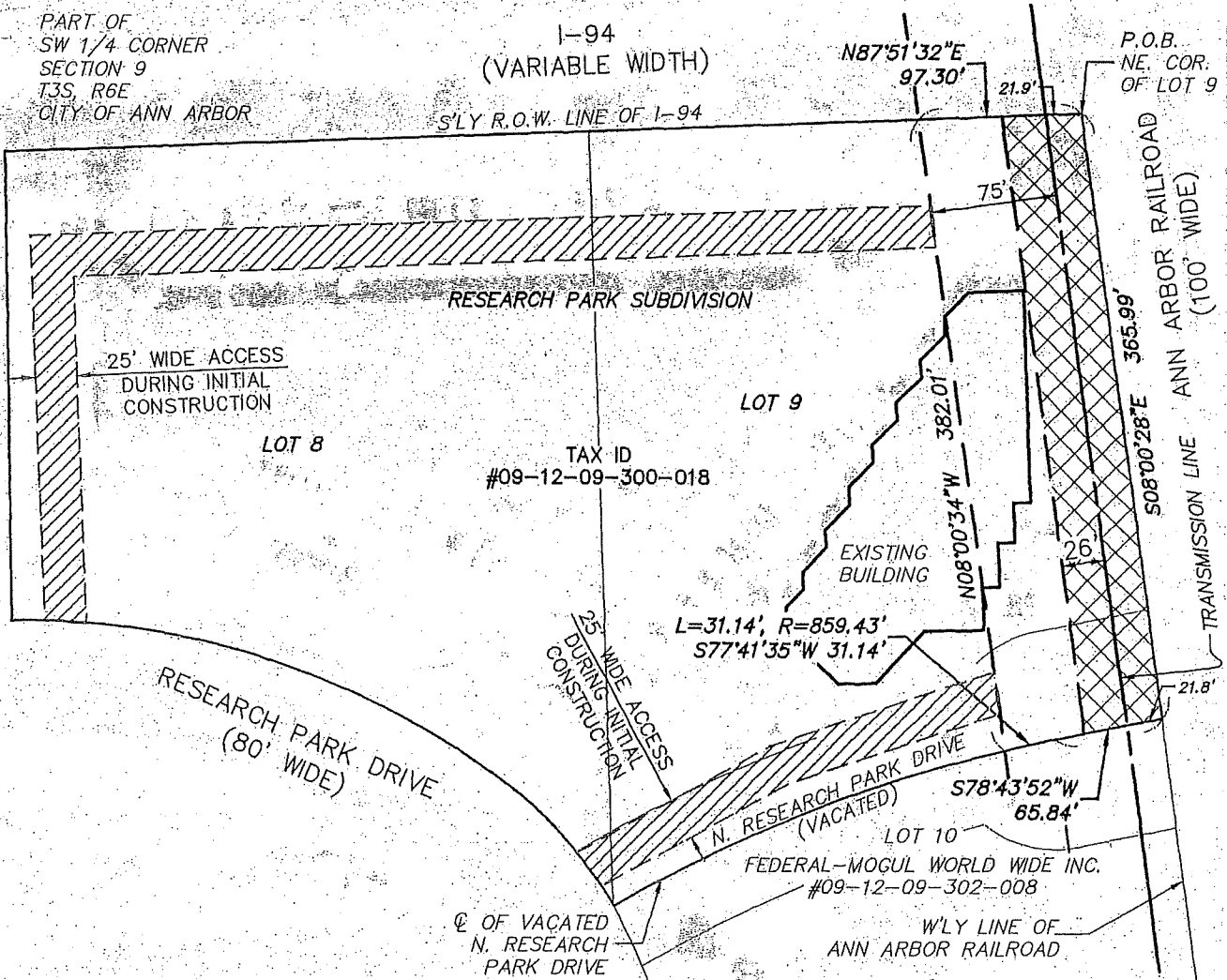
EXHIBIT B
SITE 3244
INTECH VENTURES OF ANN ARBOR LTD

PART OF
 SW 1/4 CORNER
 SECTION 9
 T3S, R6E
 CITY OF ANN ARBOR

I-94
 (VARIABLE WIDTH)

S'LY R.O.W. LINE OF I-94

P.O.B.
 NE COR.
 OF LOT 9

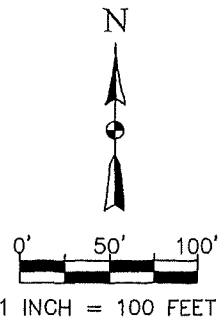


LEGEND

- TRANSMISSION LINE
- PRIMARY EASEMENT AREA
- SECONDARY EASEMENT AREA
- N 88° E DESCRIBED EASEMENT - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83, SOUTH ZONE, INTERNATIONAL FOOT SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

NOTE: THIS IS NOT A BOUNDARY SURVEY

**DO NOT
 RECORD**



Overall Easement area 36,180 Square Feet

	 800.525.6016 www.metroca.net	CLIENT: INTERNATIONAL TRANSMISSION COMPANY	JOB: 1054-17-8089
		PROJECT: PIONEER - STATE	DATE: 9-6-2017
		REV.: 4-1-2019	SHEET: 1 OF 1

EXHIBIT C



Revisions	DATE DESCRIPTION

Project Number: 1054-17-6089 Date: 6/21/2019
 P.M. Checked by/Drawn by: Crew/Book
 M.T. TM AM BC



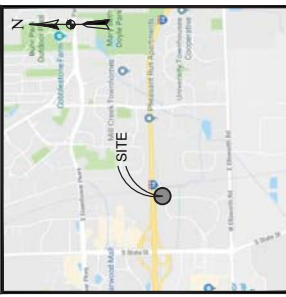
Client: STATE TO PIONEER TRANSMISSION LINE SITE NO. 3244

Project: STATE TO PIONEER TRANSMISSION LINE SITE NO. 3244

State: MICHIGAN
 County: WASHTENAW
 Community: ANN ARBOR
 Township: 3S Range: 6E Section: 9

Title: **BOUNDARY SURVEY**
3917 RESEARCH PARK DRIVE, ANN ARBOR, MICHIGAN

Drawing Scale: 1" = 80'
 Sheet Number: **1 OF 1**



VICINITY MAP
 NOT TO SCALE

PROPERTY
 (PER QUIT CLAIM DEED, LIBER 2997, PAGE 283, WASHTENAW COUNTY RECORDS)

GRANTOR'S LAND IS LOCATED WITHIN THE CITY OF ANN ARBOR, SECTION 9, TOWN 3 SOUTH, RANGE 6 EAST, COUNTY OF WASHTENAW, STATE OF MICHIGAN.

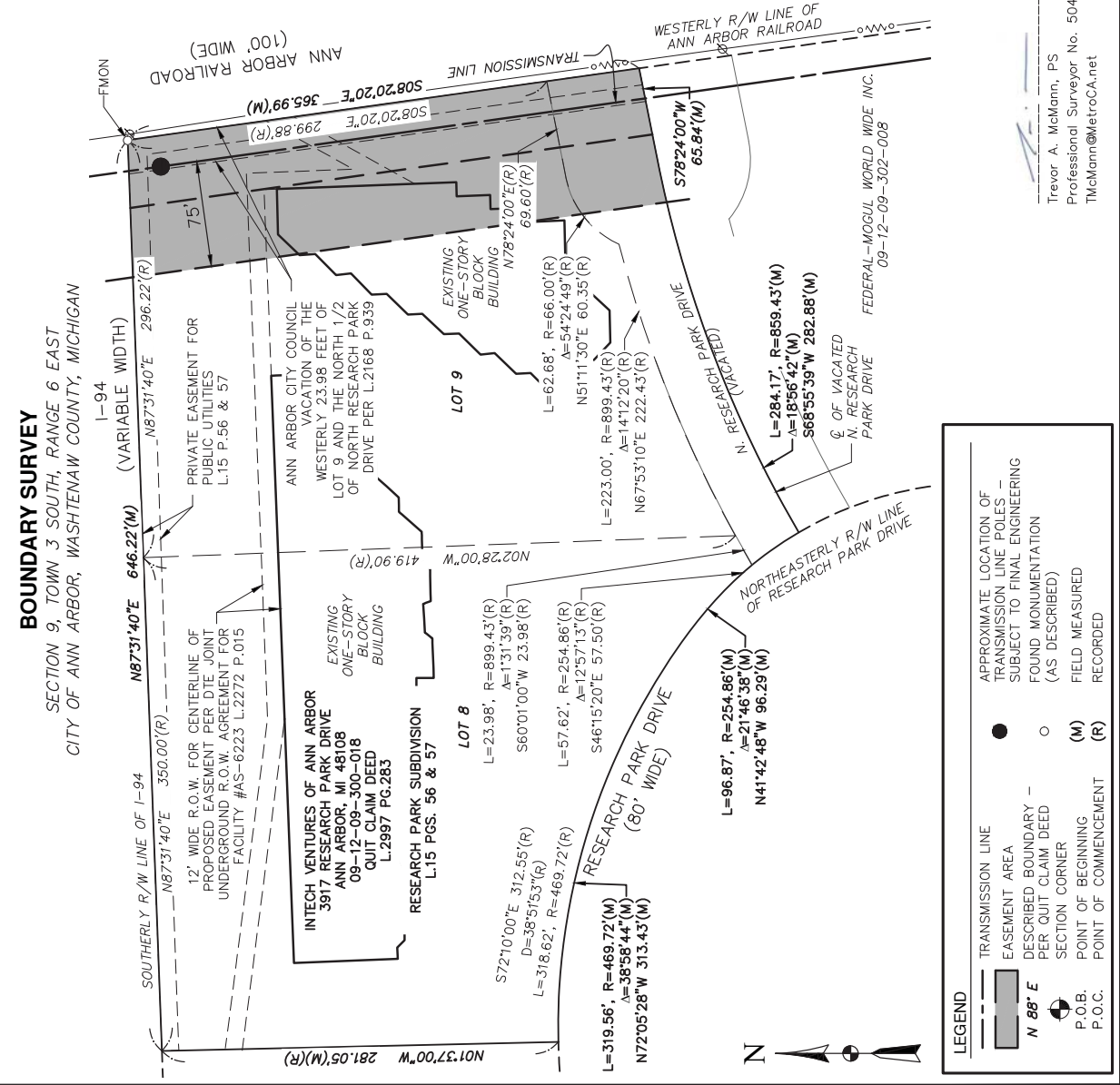
LOTS 8 AND 9, ALSO THE NORTH 1/2 OF VACATED NORTH RESEARCH PARK DRIVE OF RESEARCH PARK SUBDIVISION, AS RECORDED IN LIBER 15 OF PLATS, PAGES 56 AND 57, WASHTENAW COUNTY RECORDS.

SURVEYORS NOTES:

- BEARING BASIS: RESEARCH PER SUBDIVISION, AS RECORDED IN LIBER 15 OF PLATS, PAGES 56 AND 57.
- DATE OF SURVEY: APRIL, 28, 2017
- SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.



Dated: 6-21-2019



Trevor A. McMann, PS
 Professional Surveyor No. 50442
 TMcMann@MetroCA.net

EXHIBIT D



3915 Research Park Dr

Research Park Dr

Survey

© 2018 Google

Google Earth

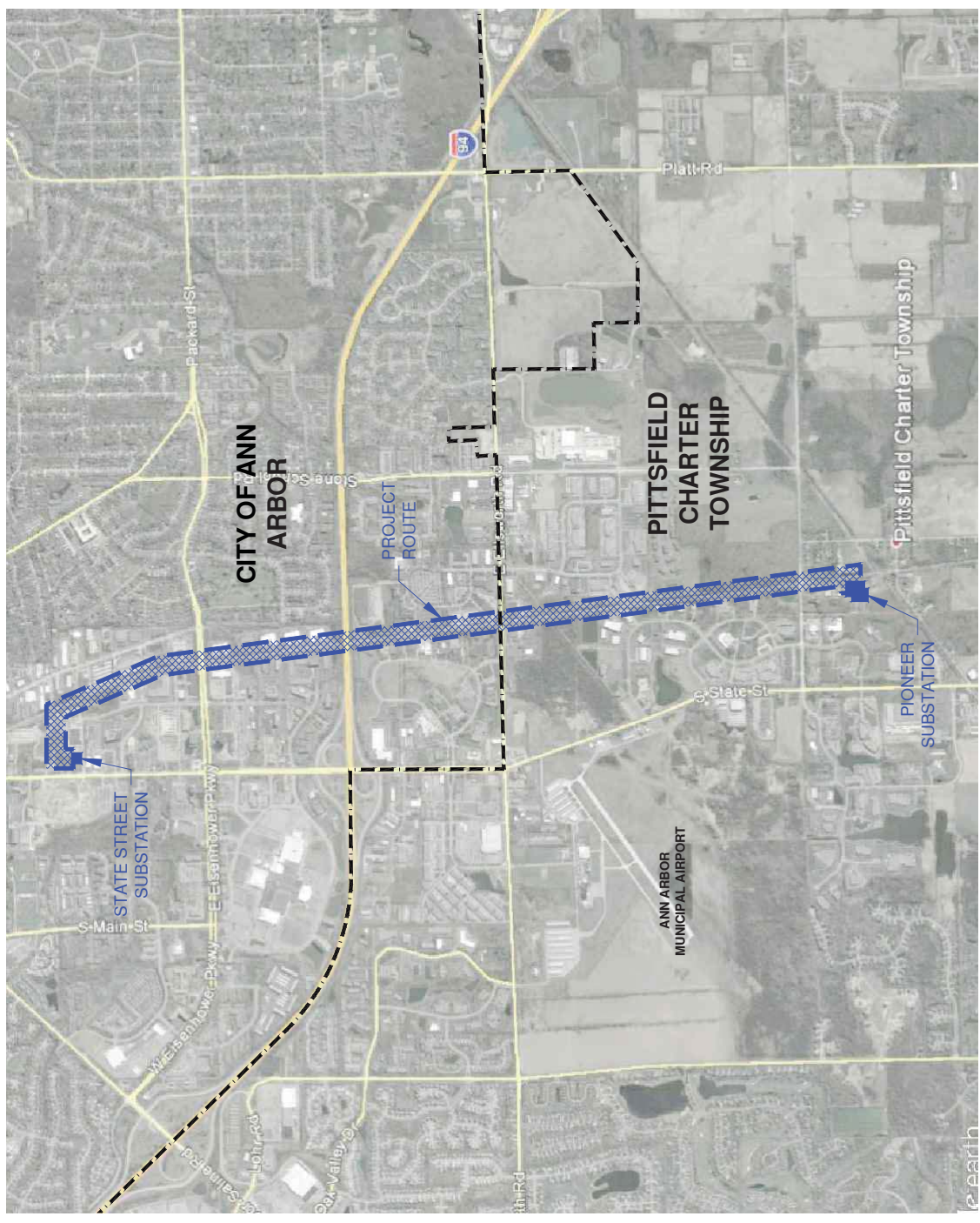
42°14'10.11" N 82°43'53.60" W elev. 829 ft eye alt. 1500 ft

2000

EXHIBIT E



STATE TO PIONEER TRANSMISSION LINE
ROUTE SURVEY
CITY OF ANN ARBOR & PITTSFIELD CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN



PRELIMINARY. SUBJECT TO
FINAL ENGINEERING DESIGN

UNDERSTAND THE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. APPROXIMATELY 10% OF THE WORK SHALL BE EXPECTED TO BE COMPLETED BY THE CONTRACTOR. THE ENGINEER SHALL BE RESPONSIBLE FOR ANY DESIGN OF ANY REBAR STRUCTURES, OR OF ANY OTHER PERSONS. COPYRIGHT © 2018 METRO CONSULTING ASSOCIATES. ALL RIGHTS RESERVED.



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN ALL APPROXIMATE ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE CONSTRUCTION. METRO AND ASSOCIATES SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

14	5-1-2018	ISSUED FOR
14	4-26-2018	ADDED ADDITIONAL UTILITIES
14	4-26-2018	ADDED ADDITIONAL UTILITIES
13	4-26-2018	ADDED ADDITIONAL UTILITIES
12	2-27-2018	CHANGES IN ROUTE/ALIGNMENT LOCATIONS
11	2-20-2018	CHANGES IN ROUTE/ALIGNMENT LOCATIONS
10	2-13-2018	ADDED ADDITIONAL EXISTENTS
9	2-8-2018	ADDED ADDITIONAL EXISTENTS
8	1-18-2018	ADDED ADDITIONAL UTILITIES
7	1-18-2018	ADDED ADDITIONAL UTILITIES

REV: DATE: REVISIONS

ISSUED FOR: METRO CONSULTING ASSOCIATES

Relationships | Reputation | Results
800.525.6016 www.metroca.net



STATE TO PIONEER TRANSMISSION LINE
ROUTE SURVEY
CITY OF ANN ARBOR & PITTSFIELD CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

CLIENT NAME:	ITC TRANSMISSION
GRAPHIC SCALE:	
(24"x36" DRAWINGS ONLY)	
MCA JOB #	1024-17-0009
DATE:	6-20-2017
DRAWN BY:	WPA/PA/MT
CHECK BY:	TM/MT
PK:	MT
BOOK/COVER/EX:	
SECTION:	VARES
TOWNSHIP:	35
RANGE:	16E
COUNTY:	WASHTENAW
SHEET:	1

EXHIBIT F



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

INTERNATIONAL TRANSMISSION
COMPANY, d/b/a ITC*Transmission*, a
Michigan corporation,

Plaintiff,

vs.

Civil Action 18-001264-CC

Hon. Timothy P. Connors

Parcel No. PS-3244

11

INTECH VENTURES OF ANN ARBOR
LIMITED PARTNERSHIP, a Michigan
limited partnership; AMERICAN FAMILY
LIFE INSURANCE COMPANY, a
Wisconsin insurance corporation; CITY OF
ANN ARBOR, a Michigan municipal
corporation; MICHIGAN BELL
TELEPHONE COMPANY; CONSUMERS
ENERGY COMPANY; DTE ELECTRIC
COMPANY; DTE GAS COMPANY;
ORGAN PROCUREMENT AGENCY OF
MICHIGAN, a domestic nonprofit
corporation; THE OHIO OIL COMPANY
KNA MARATHON OIL COMPANY, an
Ohio corporation; ASHCOM
TECHNOLOGIES, INC.; ULTRASOUND
MEDICAL DEVICES, INC. A/K/A
EPSILON IMAGING, INC.; PIXEL
VELOCITY INCORPORATED; AA
PHARMASYN, LLC; DREW
TECHNOLOGIES, INC.; ECO PHYSICS,
INC.; MEDARRAY, INC.; BARR
ENGINEERING, INCORPORATED d/b/a
NATIONAL ENGINEERING &
ARCHITECTURAL SERVICES, INC.;
PIZZABAY.COM, INC.; SHULMAN
CLARK ASSOCIATES, INC. d/b/a NIMBLE
SYSTEMS; UNIVERSITY OF MICHIGAN
AEC - REAL ESTATE & LEASING;
EDWIN LAWRENCE OR HIS UNKNOWN
HEIRS, LEGATEES, DEVISEES, AND
ASSIGNS; and UNKNOWN TENANT(S),

Defendants.

**STIPULATED ORDER WAIVING
NECESSITY, CONFIRMING TITLE,
TRANSFERRING POSSESSION AND
FOR OTHER RELIEF**

FILED
APR 25 2019
WASHTENAW COUNTY, MI
CLERK OF THE COURT

Time Submitted for Recording
Date 4/23/2019 Time 8:24pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

Mischa M. Boardman (P61783)
Devin R. Sullivan (P75324)
Nickolas M. Guttman (P81464)
ZAUSMER, AUGUST & CALDWELL, P.C.
Attorneys for International Transmission
Company, d/b/a ITC*Transmission*
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ACKERMAN, ACKERMAN &
DYNKOWSKI
Attorneys for Defendant Intech Ventures of
Ann Arbor Limited Partnership and American
Family Life Insurance Company
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Bloomfield Hills, MI 48304
(248) 537-1155

Jerome P. Pesick (P29039)
STEINHARDT PESICK & COHEN, PC
Attorneys for Defendant Ashcom
Technologies, Inc.
380 N. Old Woodward, Ste. 120
Birmingham, MI 48009
(248) 646-0888

**STIPULATED ORDER WAIVING NECESSITY, CONFIRMING TITLE,
TRANSFERRING POSSESSION AND FOR OTHER RELIEF**

At a session of said Court held in the
City of Ann Arbor, County of Washtenaw,
State of Michigan, on 7/25/19.

Present: Honorable Hon. Timothy P. Connors
Circuit Court Judge

This matter having come before the Court upon Plaintiff INTERNATIONAL TRANSMISSION COMPANY d/b/a ITC*Transmission*'s ("Plaintiff" or "ITC") filing of its Motion to Confirm Vesting Title and for Surrender of Possession, pursuant to the filing of Plaintiff's Complaint for Condemnation for the acquisition of a certain permanent electric transmission line easement on property with Tax Identification No. 09-12-09-300-018 (the "Property"); and the Court being fully advised in the premises:

WHEREAS, on December 7, 2018, ITC filed a Complaint for Condemnation ("Complaint");

WHEREAS, pursuant to MCL 213.55(5), ITC deposited certain funds in the amount of \$97,600 in escrow with eTitle Agency, Inc. (“Escrow Agent”), representing what ITC has alleged in the Complaint as the Estimated Just Compensation (“Escrow Funds” and/or “EJC”) payable herein;

WHEREAS, Defendant Intech Ventures of Ann Arbor Limited Partnership (“Intech”) filed a Motion to Review Necessity and Entry of Summary Disposition on January 17, 2019 and a Supplemental Memorandum of Law under MCL 213.56 (collectively, “Motion to Review Necessity”);

WHEREAS, Intech hereby withdraws its Motion to Review Necessity;

WHEREAS, ITC entered into Consent Judgments with Defendants City of Ann Arbor; Consumers Energy Company; DTE Electric Company; and DTE Gas Company; and The University of Michigan AEC – Real Estate Leasing (collectively, “Waiving Defendants”) and the Judgments state that the Waiving Defendants have waived any right to challenge necessity and are not entitled to any just compensation in this action;

WHEREAS, ITC entered into Stipulated Orders of Dismissal with Defendants American Family Life Insurance Company (“AmFam”); Drew Technologies, Inc.; Eco Physics, Inc.; Medarray, Inc.; Organ Procurement Agency of Michigan; Pixel Velocity Incorporated; Pizzabay.com, Inc.; Shulman Clark Associates, Inc. d/b/a Nimble Systems; and Ultrasound Medical Devices, Inc. a/k/a Epsilon Imaging, Inc. and Michigan Bell Telephone Company (collectively, “Dismissed Defendant”) and the Stipulated Orders of Dismissal state that the Dismissed Defendants have waived any right to challenge necessity and are not entitled to any just compensation in this action;

WHEREAS, the Stipulated Order of Dismissal between ITC and AmFam requires that

any check made payable to Intech also must include AmFam as a payee;

WHEREAS, Defaults Judgments were entered as to Defendants AA Pharmasyn, LLC; Barr Engineering, Incorporated d/b/a National Engineering & Architectural Services, Inc.; and The Ohio Oil Company n/k/a Marathon Oil Company on February 20, 2019 and as to Edwin Lawrence or his unknown heirs, legatees, devisees, and assigns; and Unknown Tenant(s) on April 11, 2019 (collectively, "Defaulted Defendants"). The Default Judgments state that the Defaulted Defendants have waived any right to challenge necessity and are not entitled to any just compensation in this action;

WHEREAS, Ashcom Technologies, Inc. ("Ashcom") has answered ITC's Complaint, but did not file a Motion Challenging Necessity as required by MCL 213.56(1) and therefore, pursuant to MCL 213.57(1) and applicable case law, the right for Ashcom in this action to file such a challenge was waived;

WHEREAS, Intech and ITC have agreed upon a revised form of the permanent electric transmission line easement ("Easement") in the form attached hereto as **Exhibit 1**;

IT IS ORDERED AND ADJUDGED THAT:

1. Intech hereby withdraws its Motion to Review Necessity and both Intech and Ashcom hereby waive any rights that they may have, or may have had, to challenge the necessity of ITC's taking of the Easement.
2. The Electric Transmission Line Easement Agreement attached to the Complaint is hereby amended in its entirety and the form of the Electric Transmission Line Easement Agreement attached to this Stipulated Order as **Exhibit 1** is substituted therefore.
3. The Easement attached as **Exhibit 1** shall be the Easement appraised by all parties for the purpose of determining just compensation in this matter.

4. Title to those rights in the real property described in the Easement attached as **Exhibit 1**, is hereby confirmed to have vested with ITC on December 7, 2018, the date the Complaint was filed.

5. Within seven (7) days from the date of entry of this Order and after the receipt by ITC and the Escrow Agent of properly executed Form W-9s by Intech, Ashcom, and AmFam, the Escrow Agent shall release the Escrow Funds and issue a check made payable to "Intech Ventures of Ann Arbor Limited Partnership, Ashcom Technologies, Inc., and American Family Life Insurance Company" in the amount of \$97,600.00, representing what ITC has alleged in the Complaint as the EJC.

6. Physical possession of the property rights as set forth in the Easement is surrendered to ITC immediately upon entry of this Order.

7. The terms of this Order do not waive or limit the rights of Defendants Intech or Ashcom to seek additional just compensation and all other relief in this case as provided for in the Uniform Condemnation Procedures Act, MCL 213.51 *et seq.* ("UCPA").

8. Upon entry of this Order, ITC may record this Order with the Washtenaw County Register of Deeds.

THIS ORDER DOES NOT RESOLVE THE LAST PENDING CLAIM NOR CLOSE THE CASE.

Timothy P. Connor

CIRCUIT COURT JUDGE

WASHTENAW COUNTY CLERK
REGISTER AS AN EXACT COPY
OF THE RECORD AT
ANN ARBOR MICHIGAN
VALID ONLY WITH EMBOSSED SEAL

APR 25 2019

CERTIFIED BY

Louise Keston

STIPULATION

I approve the form and stipulate to entry of the above Stipulated Order.

ZAUSMER, AUGUST & CALDWELL, P.C.

BY: 

Mischa M. Boardman (P61783)
Devin R. Sullivan (P75324)
Nickolas M. Guttman (P81464)
Attorneys for International Transmission
Company, d/b/a ITCTransmission

ACKERMAN, ACKERMAN &
DYNKOWSKI

BY: 

Alan T. Ackerman (P10025)
Darius W. Dynkowski (P52382)
Attorneys for Defendant Intech Ventures of
Ann Arbor Limited Partnership and
American Family Life Insurance Company

STEINHARDT PESICK & COHEN, PC

BY: 

Jerome P. Pesick (P29039)
Attorneys for Defendant Ashcom
Technologies, Inc.

**STIPULATED ORDER WAIVING NECESSITY, CONFIRMING TITLE,
TRANSFERRING POSSESSION AND FOR OTHER RELIEF**

EXHIBIT 1

PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this _____ day of _____, 2019, by and between **INTECH VENTURES OF ANN ARBOR LIMITED PARTNERSHIP**, a Michigan limited partnership, with an address of 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48034 ("Grantor") and **INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("Grantee").

WHEREAS, Grantor is the owner of certain real property more particularly described on the attached Exhibit "A" as the "Property".

WHEREAS, Grantee requires a perpetual easement upon, under, across and through a Primary Easement Area and Secondary Easement Area located on the Property as more particularly described and depicted on Exhibit "A", upon the terms and conditions stated below.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. **Grant of the Primary Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual easement (the "Primary Easement") over, under, across and through the Primary Easement Area on the Property with the right, privilege and authority for Grantee, its agents, employees, and contractors, to:

(a) construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove one (1) double circuit electric transmission line operated at a maximum nominal voltage of 120 kV and affiliated Telecommunications Line or Lines (as defined in paragraph 6 below) consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable related to the Telecommunications Line or Lines), and equipment for transmitting electricity and communications relating to same ("Grantee's Facilities"); and

(b) temporarily improve the surface of the Primary Easement Area as reasonably necessary to place and operate Grantee's construction vehicles and equipment, provided that Grantee shall

use reasonable care in using the currently paved surface of the Primary Easement Area as reasonably necessary to place and operate Grantee's construction vehicles and equipment and replace any damage thereto; and

(c) prohibit and/or remove, at Grantee's sole discretion, any buildings or other above-ground structures (collectively referred to as "Structures") that are constructed or erected within the Primary Easement Area after the date hereof ("Prohibited Structures"). Grantee may remove such Prohibited Structures from the Primary Easement Area without notice to Grantor and without responsibility for any damage that occurs as a result of such removal. This paragraph is not intended to apply, nor does it apply, to any Structure that existed within the Primary Easement Area as of the date hereof, ("Permitted Structure"), except that for any fence that existed in the Primary Easement Area as of the date hereof, Grantee may (1) install and maintain a gating system, of Grantee's choice, in order to obtain access through the fence to the Primary Easement Area for the purposes provided for herein; and (2) cause such fence to be removed as Grantee deems necessary provided that Grantee restores such fence to substantially the same condition as existed prior to removal. If Grantor proposes to construct or erect a Prohibited Structure, a proposed construction plan may be submitted to Grantee for its review and a determination as to whether the proposed Prohibited Structure would interfere with the safe and reliable operation or maintenance of Grantee's Facilities within the Primary Easement Area. Grantee's approval of a proposed Prohibited Structure under these circumstances will not be unreasonably withheld;

(d) locate Grantee's poles and/or towers within the Primary Easement Area; provided, however, that such poles and/or towers shall be located as near as possible to the transmission line depicted on Exhibit A; and

(e) at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Primary Easement Area, all at Grantee's sole and absolute discretion; and

(f) enter upon and cross the Primary Easement Area for the above described purposes on other land(s).

The granting of the Easement is subject to the terms, conditions and limitations specified herein, may not be utilized for any other purpose whatsoever, and may be used only in accordance with the terms, condition and restrictions herein set forth. Grantor reserves the right to allow its tenants and their invitees and licensees to use the existing parking in the Primary Easement Area and to maintain such parking area, subject to Grantee's rights set forth in this Easement. Grantee shall not use the Primary Easement Area for staging its construction of Grantee's Facilities on neighboring parcels or storage of materials or equipment for use in connection with construction on neighboring parcels, but Grantee shall be permitted to use the Primary Easement Area for such staging and storage purposes in connection with construction of Grantee's Facilities on the Property.

2. **Grant of the Secondary Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual easement (the "Secondary Easement") over, under, across and

through the Secondary Easement Area on the Property with the right, privilege and authority for Grantee, its agents, employees, and contractors, to:

(a) construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove Grantee's Facilities, subject to the requirement that Grantee shall not locate any permanent Grantee's Facilities, or any other permanent structures or improvements, within or above the Secondary Easement Area; and

(b) temporarily improve the surface of the Secondary Easement Area provided that Grantee shall use reasonable care in using the currently paved surface of the Secondary Easement Area as reasonably necessary to place and operate Grantee's construction vehicles and equipment; and

(c) at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Secondary Easement Area, all at Grantee's sole and absolute discretion; and

(d) enter upon and cross the Secondary Easement Area for the above described purposes on other land(s).

Grantee shall not use the Secondary Easement Area for staging its construction of Grantee's Facilities on neighboring parcels or for storage of materials or equipment for use in connection with construction on neighboring parcels, but Grantee shall be permitted to use the Secondary Easement Area for such staging and storage purposes in connection with construction of Grantee's Facilities on the Property. Grantor retains the right to use the Secondary Easement Area for its purposes which do not interfere with Grantee's use of the Primary Easement or Secondary Easement such as construction, maintenance or removal of carports, generators, and the like.

The Primary Easement and the Secondary Easements are sometimes hereinafter cumulatively referred to herein as the "**Easements**".

3. **Ingress and Egress.** Grantor grants to Grantee ingress and egress to the Primary Easement Area and Secondary Easement Area on, over and across the Property. Grantor shall work in good faith with Grantee to determine access points that are acceptable to both parties. Grantee's right to ingress and egress during the initial construction of the transmission line shall be limited insofar as all access to the Primary Easement Area and Secondary Easement Area during the initial construction shall be restricted to the area identified on Exhibit B as "Access During Initial Construction," or to an alternative access point that is mutually agreeable to both parties.

4. **Repair and Restoration.** Grantee shall:

(a) re-grade, repair and restore, at Grantee's sole expense, as nearly as possible to its former condition, any portions of the Primary Easement Area, Secondary Easement Area, or Property owned by Grantor damaged by Grantee in the exercise of any of Grantee's rights under this Agreement; and

(b) repair or replace, at Grantee's sole expense, any actual damage located within the Primary Easement Area, Secondary Easement Area, or Property, caused by the exercise of any of Grantee's rights under this Agreement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damage to the extent that such damage results from Grantor's negligence. Upon reasonable notice to Grantee that damage has been sustained, the parties shall work cooperatively to identify the damage and to determine the scope of repair or replacement work.

5. **Binding/Run With The Land.** This conveyance shall be permanent, shall run with the land, and shall be binding upon the parties' successors and assigns.

6. **Telecommunications Line or Lines.** For purposes of this Agreement, the term "Telecommunications Line or Lines" shall be defined as Grantee's internal telecommunications line or lines (and not the telecommunications line of a third party telecommunications provider).

7. **Limited Use/Non-Use.** Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.

This Agreement 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).

[SIGNATURE(S) ON NEXT PAGE]

GRANTOR:

INTECH VENTURES OF ANN ARBOR LIMITED PARTNERSHIP, a Michigan limited partnership

By: AA INTECH, INC., a Michigan corporation,
its General Partner

By: _____
Spencer M. Partrich, Secretary

GRANTEE:

INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation

BY: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

This instrument was acknowledged before me this ____ day _____, 2019, by Spencer M. Partrich, the Secretary of AA Intech, Inc., a Michigan corporation, the General Partner of Intech Ventures of Ann Arbor Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

Notary Public, State of Michigan
My commission expires: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me this ____ day _____, 2019, by _____, the _____ of International Transmission Company., a Michigan corporation, on behalf of the corporation.

Notary Public, State of Michigan
My commission expires: _____

Drafted by:
Devin R. Sullivan
Zausmer, August & Caldwell, P.C.
32255 Northwestern Highway
Suite 225
Farmington Hills, MI 48334

When recorded return to:
Devin R. Sullivan
Zausmer, August & Caldwell, P.C.
32255 Northwestern Highway
Suite 225
Farmington Hills, MI 48334

EXHIBIT "A"

SURVEY DRAWING AND LEGAL DESCRIPTIONS

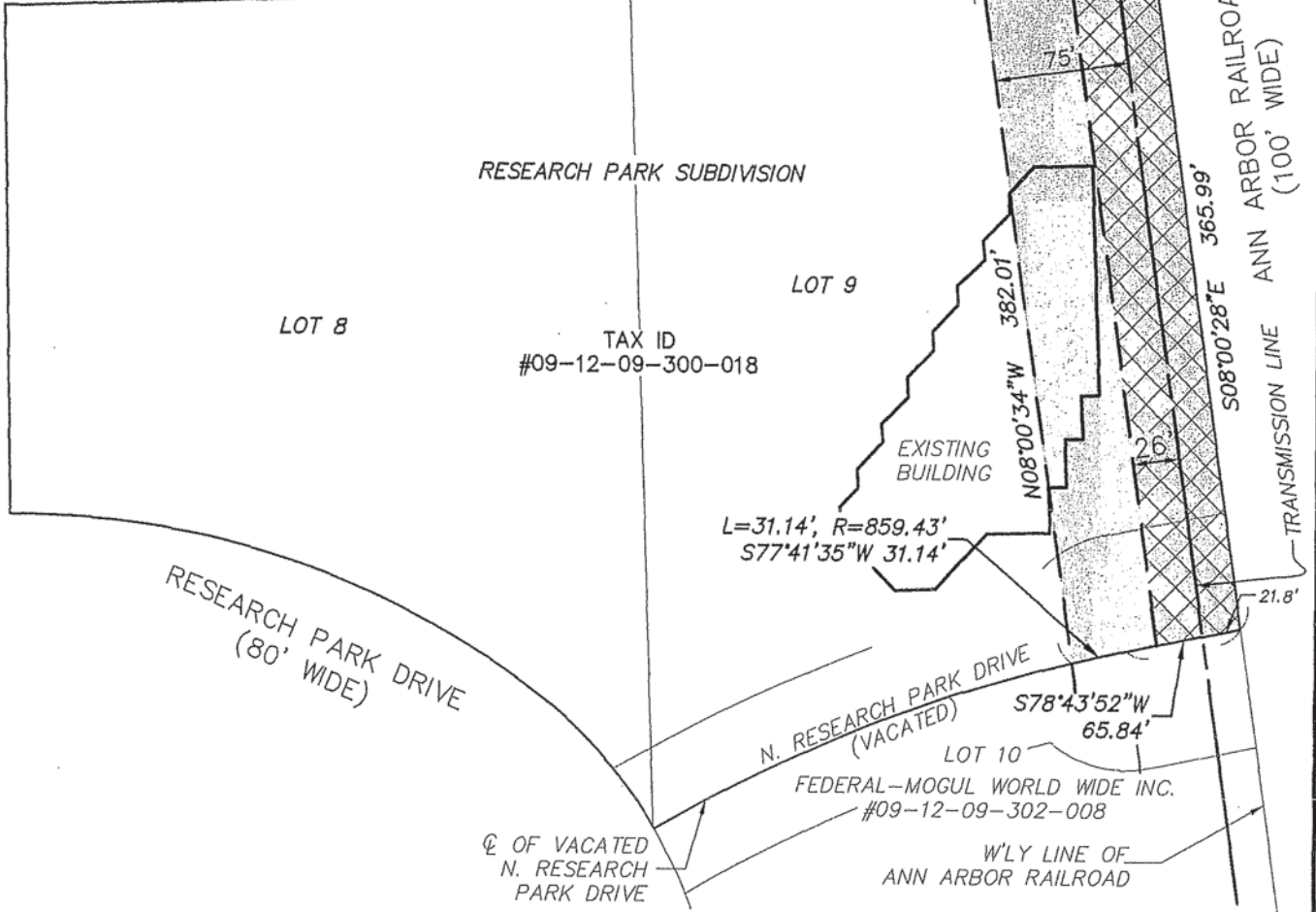
EXHIBIT A
SITE 3244
INTECH VENTURES OF ANN ARBOR LTD

PART OF
 SW 1/4 CORNER
 SECTION 9
 T3S, R6E
 CITY OF ANN ARBOR

I-94
 (VARIABLE WIDTH)

S'LY R.O.W. LINE OF I-94

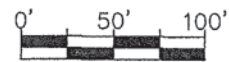
P.O.B.
 NE. COR.
 OF LOT 9



LEGEND

- TRANSMISSION LINE
- PRIMARY EASEMENT AREA
- SECONDARY EASEMENT AREA
- N 88° E** DESCRIBED EASEMENT - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83, SOUTH ZONE, INTERNATIONAL FOOT SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

NOTE: THIS IS NOT A BOUNDARY SURVEY



1 INCH = 100 FEET

Overall Easement area 36,180 Square Feet



CLIENT:
INTERNATIONAL TRANSMISSION COMPANY

PROJECT: **PIONEER - STATE**

JOB: 1054-17-8089
 DATE: 9-6-2017
 REV.: 4-1-2019
 SHEET: 1 OF 2

PROPERTY

(PER QUIT CLAIM DEED, LIBER 2997, PAGE 283)

GRANTOR'S LAND IS LOCATED WITHIN THE CITY OF ANN ARBOR, SECTION 9, TOWN 3 SOUTH, RANGE 6 EAST, COUNTY OF WASHTENAW, STATE OF MICHIGAN.

LOTS 8 AND 9, ALSO THE NORTH 1/2 OF VACATED NORTH RESEARCH PARK DRIVE OF RESEARCH PARK SUBDIVISION, AS RECORDED IN LIBER 15 OF PLATS, PAGES 56 AND 57, WASHTENAW COUNTY RECORDS.

COMMONLY KNOWN AS: 3917 RESEARCH PARK DRIVE
TAX ID: 09-12-09-300-018

OVERALL EASEMENT AREA:

BEGINNING AT THE NORTHEAST CORNER OF LOT 9 OF RESEARCH PARK SUBDIVISION, RECORDED IN LIBER 15 OF PLATS, PAGE 56, WASHTENAW COUNTY RECORDS; THENCE S08°00'28"E 365.99 FEET ALONG THE WESTERLY LINE OF THE ANN ARBOR RAILROAD (100 FEET WIDE) TO A POINT ON THE CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE: 1) S78°43'52"W 65.84 FEET AND 2) 31.14 FEET ALONG THE ARC OF A 859.43 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD WHICH BEARS S77°41'35"W 31.14 FEET; THENCE N08°00'34"W 382.01 FEET TO A POINT ON SAID NORTH LINE OF LOT 9 AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94; THENCE N87°51'32"E 97.30 FEET ALONG SAID NORTH LINE OF SAID LOT 9 AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94 TO THE POINT OF BEGINNING.

PRIMARY EASEMENT AREA:

BEGINNING AT THE NORTHEAST CORNER OF LOT 9 OF RESEARCH PARK SUBDIVISION, RECORDED IN LIBER 15 OF PLATS, PAGE 56, WASHTENAW COUNTY RECORDS; THENCE S08°00'28"E 365.99 FEET ALONG THE WESTERLY LINE OF THE ANN ARBOR RAILROAD (100 FEET WIDE) TO A POINT CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE; THENCE S78°43'52"W 47.86 FEET ALONG SAID CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE; THENCE N08°00'34"W 373.62 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94 (VARIABLE WIDTH); THENCE N87°51'32"E 48.04 FEET ALONG SAID NORTH LINE OF LOT 9 AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94 TO THE POINT OF BEGINNING.

SECONDARY EASEMENT AREA:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF RESEARCH PARK SUBDIVISION, RECORDED IN LIBER 15 OF PLATS, PAGE 56, WASHTENAW COUNTY RECORDS; THENCE S87°51'32"W 48.04 FEET ALONG THE NORTH LINE OF SAID LOT 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94 (VARIABLE WIDTH) TO THE **POINT OF BEGINNING**; THENCE S08°00'34"E 373.62 FEET TO A POINT CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID CENTERLINE OF VACATED NORTH RESEARCH PARK DRIVE: 1) S78°43'52"W 17.98 FEET AND 2) 31.14 FEET ALONG THE ARC OF A 859.43 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD WHICH BEARS S77°41'35"W 31.14 FEET; THENCE N08°00'34"W 382.01 FEET TO A POINT ON SAID NORTH LINE OF LOT 9 AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94; THENCE N87°51'32"E 49.26 FEET ALONG SAID NORTH LINE OF LOT 9 AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 94 TO THE POINT OF BEGINNING.



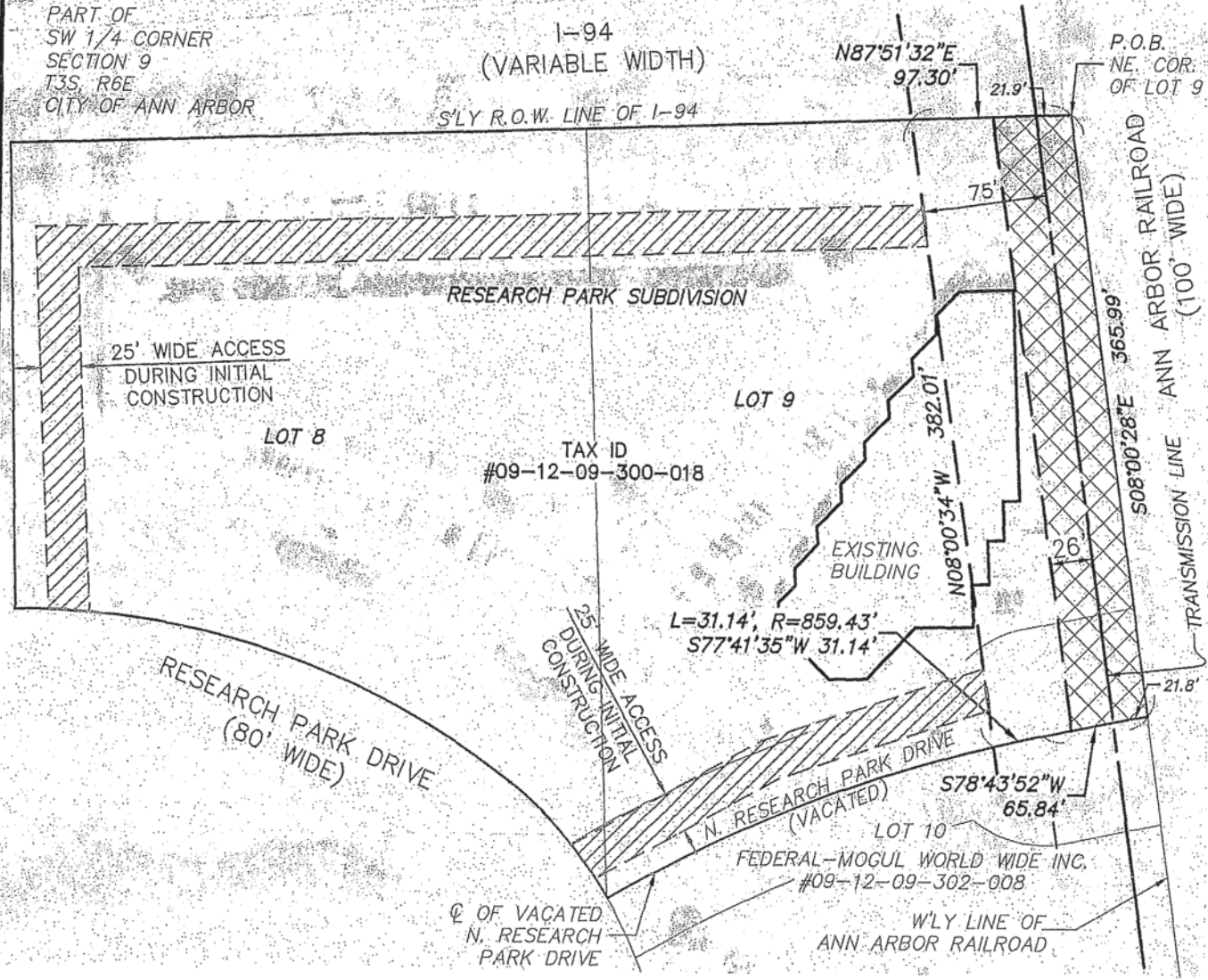
	 800.525.6016 www.metroca.net	CLIENT:	JOB: 1054-17-8089
		INTERNATIONAL TRANSMISSION COMPANY	DATE: 9-6-2017
		PROJECT:	REV.: 4-1-2019
		PIONEER - STATE	SHEET: 2 OF 2

EXHIBIT B
SITE 3244
INTECH VENTURES OF ANN ARBOR LTD



LEGEND

- TRANSMISSION LINE
- PRIMARY EASEMENT AREA
- SECONDARY EASEMENT AREA
- N 88° E DESCRIBED EASEMENT - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83, SOUTH ZONE, INTERNATIONAL FOOT SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

NOTE: THIS IS NOT A BOUNDARY SURVEY

DO NOT RECORD



1 INCH = 100 FEET

Overall Easement area 36,180 Square Feet

	<p>800.525.6016 www.metroca.net</p>	CLIENT: INTERNATIONAL TRANSMISSION COMPANY	JOB: 1054-17-8089
		PROJECT: PIONEER - STATE	DATE: 9-6-2017
			REV.: 4-1-2019
			SHEET: 1 OF 1

EXHIBIT G

THE UNIFORM CONDEMNATION PROCEDURES ACT (EXCERPT)
Act 87 of 1980

213.54 Payment of just compensation for property if practical value or utility of remainder destroyed; zoning variance; entry upon property; purpose; notice; restitution for actual damages; “actual damage” defined; civil action for order permitting entry; contents of complaint; granting limited license for entry; terms; manner of entry under subsection (3); “environmental inspection” defined.

Sec. 4. (1) If the acquisition of a portion of a parcel of property actually needed by an agency would destroy the practical value or utility of the remainder of that parcel, the agency shall pay just compensation for the whole parcel. The agency may elect whether to receive title and possession of the remainder of the parcel. The question as to whether the practical value or utility of the remainder of the parcel of property is in fact destroyed shall be determined by the court or jury and incorporated in its verdict.

(2) If the acquisition of a portion of a parcel of property actually needed by an agency would leave the remainder of the parcel in nonconformity with a zoning ordinance, the agency, before or after acquisition, may apply for a zoning variance for the remainder of the parcel. In determining whether to grant the zoning variance, the governmental entity having jurisdiction to grant the variance shall consider the potential benefits of the public use for which the property would be acquired, in addition to those criteria applicable under the relevant zoning statute, ordinance, or regulation. The agency must actually acquire the portion of the parcel of property for the proposed public use for the zoning variance to become effective for the remainder. If a variance is granted under this subsection, the property shall be considered by the governmental entity to be in conformity with the zoning ordinance for all future uses with respect to the nonconformity for which that variance was granted. However, if the property was also nonconforming for other reasons, the grant of that variance has no effect on the status of those other preexisting nonconformities. An owner shall not increase the nonconformity for which a variance is granted under this section without the consent of the governmental entity. An agency has the same right to appeal action on a zoning variance as would a property owner seeking a zoning variance. This section does not deprive a governmental entity of its discretion to grant or deny a variance.

(3) An agency or an agent or employee of an agency may enter upon property before filing an action for the purpose of making surveys, measurements, examinations, tests, soundings, and borings; taking photographs or samplings; appraising the property; conducting an environmental inspection; conducting archaeological studies pursuant to section 106 of title I of the national historic preservation act, Public Law 89-665, 16 U.S.C. 470f; or determining whether the property is suitable to take for public purposes. The entry may be made upon reasonable notice to the owner and at reasonable hours. An entry made pursuant to this subsection shall not be construed as a taking. The owner or his or her representative shall be given a reasonable opportunity to accompany the agency's agent or employee during the entry upon the property. The agency shall make restitution for actual damage resulting from the entry, which may be recovered by special motion before the court or by separate action if an action for condemnation has not been filed. The term “actual damage” as used in this subsection does not include, and an agency shall not make restitution for, response activity, as defined in section 20101 of part 201 (environmental remediation) of the natural resources and environmental protection act, Act No. 451 of the Public Acts of 1994, being section 324.20101 of the Michigan Compiled Laws, or diminution in the value or utility of a parcel that is caused by the discovery of information as the result of a survey, an appraisal, a measurement, photography, or an environmental inspection made pursuant to this section.

(4) If reasonable efforts to enter under subsection (3) have been obstructed or denied, the agency may commence a civil action in the circuit court in the county in which the property or any part of the property is located for an order permitting entry. The complaint shall state the facts making the entry necessary, the date on which entry is sought, and the duration and the method proposed for protecting the defendant against damage. The court may grant a limited license for entry upon such terms as justice and equity require, including the following:

- (a) A description of the purpose of the entry.
- (b) The scope of activities that are permitted.
- (c) The terms and conditions of the entry with respect to the time, place, and manner of the entry.

(5) An entry made under subsection (3) or (4) shall be made in a manner that minimizes any damage to the property and any hardship, burden, or damage to a person in lawful possession of the property.

(6) As used in this section, “environmental inspection” means the testing or inspection including the taking of samples of the soil, groundwater, structures, or other materials or substances in, on, or under the property for the purpose of determining whether chemical, bacteriological, radioactive, or other environmental

contamination exists and, if it exists, the nature and extent of the contamination.

History: 1980, Act 87, Imd. Eff. Apr. 8, 1980;—Am. 1988, Act 189, Eff. July 1, 1988;—Am. 1996, Act 58, Imd. Eff. Feb. 26, 1996;—Am. 1996, Act 474, Imd. Eff. Dec. 26, 1996.

EXHIBIT H

I-94 EXPRESSWAY

SITE NO. 3244
INTECH VENTURES OF ANN ARBOR
3917 RESEARCH PARK DRIVE
ANN ARBOR, MI 48108
09-12-09-300-018
QUIT CLAIM DEED
L.2997 PG.283

PLAT OF RESEARCH PARK
LIBER 15 OF PLATS, PAGE 56

BUILDING B
18,090 SF

RESEARCH PARK DRIVE

12'
PRIVATE EASEMENT
FOR PUBLIC UTILITIES

PLANT LIST

NO.	QTY	COMMON NAME	SCIENTIFIC NAME
1	1	Aspen	Populus sp.
2	1	Bald Cypress	Taxodium distichum
3	1	Bald Eagle	Haliaeetus leucocephalus
4	1	Bald Patch	Quercus macrocarpa
5	1	Baldpate	Colaptes auratus
6	1	Belted Kingfisher	Ceryle alcyon
7	1	Blue Jay	Cyanus cristatus
8	1	Blue Jay	Cyanus cristatus
9	1	Blue Jay	Cyanus cristatus
10	1	Blue Jay	Cyanus cristatus
11	1	Blue Jay	Cyanus cristatus
12	1	Blue Jay	Cyanus cristatus
13	1	Blue Jay	Cyanus cristatus
14	1	Blue Jay	Cyanus cristatus
15	1	Blue Jay	Cyanus cristatus
16	1	Blue Jay	Cyanus cristatus
17	1	Blue Jay	Cyanus cristatus
18	1	Blue Jay	Cyanus cristatus
19	1	Blue Jay	Cyanus cristatus
20	1	Blue Jay	Cyanus cristatus
21	1	Blue Jay	Cyanus cristatus
22	1	Blue Jay	Cyanus cristatus
23	1	Blue Jay	Cyanus cristatus
24	1	Blue Jay	Cyanus cristatus
25	1	Blue Jay	Cyanus cristatus
26	1	Blue Jay	Cyanus cristatus
27	1	Blue Jay	Cyanus cristatus
28	1	Blue Jay	Cyanus cristatus
29	1	Blue Jay	Cyanus cristatus
30	1	Blue Jay	Cyanus cristatus
31	1	Blue Jay	Cyanus cristatus
32	1	Blue Jay	Cyanus cristatus
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36	1	Blue Jay	Cyanus cristatus
37	1	Blue Jay	Cyanus cristatus
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40	1	Blue Jay	Cyanus cristatus
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42	1	Blue Jay	Cyanus cristatus
43	1	Blue Jay	Cyanus cristatus
44	1	Blue Jay	Cyanus cristatus
45	1	Blue Jay	Cyanus cristatus
46	1	Blue Jay	Cyanus cristatus
47	1	Blue Jay	Cyanus cristatus
48	1	Blue Jay	Cyanus cristatus
49	1	Blue Jay	Cyanus cristatus
50	1	Blue Jay	Cyanus cristatus

NOTES

ALL NOTES TO BE OBSERVED.
REVISIONS TO BE MADE IN ACCORDANCE WITH THE NOTES.
ALL NOTES TO BE MADE IN ACCORDANCE WITH THE NOTES.

SITE NO. 3250
AUM INVESTMENTS LLC
3935 RESEARCH PARK DRIVE
ANN ARBOR, MI 48108
09-12-09-302-008
WARRANTY DEED
L.5236 PG.249

