



CITY OF NOVI CITY COUNCIL
FEBRUARY 22, 2021

SUBJECT: Approval of a license agreement with International Transmission Company (ITC) for construction of a non-motorized pathway connecting the existing ITC Trail to Wildlife Woods Park.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division
Parks, Recreation and Cultural Services (PRCS)

BACKGROUND INFORMATION: The City was awarded a Michigan Department of Transportation (MDOT) Transportation Alternatives Program (TAP) grant for construction of a 10-foot asphalt pathway connecting Wildlife Woods Park to the ITC Trail. The connection will provide a safe route for pedestrians and bicyclists to access the ITC Trail from Wildlife Woods Park, Deerfield Elementary School and Novi Middle School.

ITC requires the City to execute a license agreement whenever construction is proposed on ITC property. The City Attorney reviewed the license agreement drafted by ITC favorably (February 11, 2021). Pending approval and signing of the license agreement, staff will facilitate execution of the document with ITC and maintain a copy for City records.

At the request of Ascension Providence, City staff is considering an extension of the Wildlife Woods connection to Ascension Providence's adjacent property (see attached map). Ascension Providence plans on expanding its current trail network this summer, providing additional public routes for pedestrians and bicyclists. If ITC is agreeable to the additional connection to Ascension Providence, then the City will consider adding it to the license agreement and construct the extension as part of the Wildlife Woods connection to the ITC Trail. Funding for the extension would be cost-shared with Ascension Providence.

The City's consultant, AECOM, is completing design of the plan, with construction planned for July/August 2021.

RECOMMENDED ACTION: Approval of a license agreement with International Transmission Company (ITC) for construction of a non-motorized pathway connecting the existing ITC Trail to Wildlife Woods Park.

Wildlife Woods to ITC Pathway Location Map

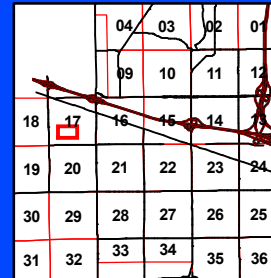


Map Author: Rebecca Runkel
 Date: 2/12/21
 Project: Wildlife Woods to ITC Path
 Version: 1.3

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

- Proposed 10' Asphalt Pathway
- Potential Ascension Providence Extension



City of Novi

Engineering Division
 Department of Public Works
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 Novi, MI 48375
cityofnovi.org



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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 11, 2021

Rebecca Runkel, Staff Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: Wildlife Woods Park – ITC License Agreement

Dear Ms. Runkel:

We have received and reviewed the enclosed proposed License Agreement between the City and International Transmission Company (ITC) to allow the construction of a non-motorized pathway across ITC's property to provide a pathway connection to Wildlife Woods Park from the existing ITC Trail.

The License Agreement is for a 25-year term but does not automatically terminate at the end of 25 years and will only terminate with ITC's affirmative action to terminate it at that time. If ITC chooses to take no action after 25 years, the License Agreement will continue indefinitely until such time as ITC gives notice that it is terminating the easement and to vacate the premises.

It is our understanding that City Staff has worked diligently with ITC staff to obtain the most favorable terms possible; however, consistent with all previous License Agreements for pathways between the City and ITC, the License Agreement still tends to favor ITC's interest and places certain risks on the City. The following terms should be noted:

1. The City must pay ITC an annual license fee in the amount of \$100. The fee will increase annually by 2%.
2. The City will be required to pay any increase in taxable value of the property resulting from the addition of the path, as well as any other cost incurred by ITC as a result of the existence of the path.
3. ITC's use of the property for electrical transmission purposes supersedes the City's rights in the pathway. Furthermore, DTE retained an easement in the property for electrical transmission purposes that provides for DTE to override any other use of the property in the event that DTE requires ITC to expand or reconfigure the electrical transmission corridor.

4. ITC may make *any* use of the property so long as it does not “unreasonably” interfere with the pathway.
5. ITC may temporarily close the pathway at any time so long as it posts “reasonable” notice.
6. ITC may require the City to relocate the trail with 90 days’ notice if future plans for the property require ITC to use the pathway area. The relocation would be done at the City’s expense. Alternatively, ITC would give the City the option to pay ITC to relocate its project. The payment would cover the extra expense ITC would incur to redesign and relocate its project.
7. The City must post signs along the pathway identifying the property as ITC’s.
8. ITC must approve the pathway design and changes are within ITC’s sole discretion. The City will be responsible for the cost of any changes.
9. ITC shall control certain construction standards, including all of those set forth in Paragraphs 17 - 19:
 - a. Construction equipment may not come within 15 feet of the electrical lines.
 - b. Excavation and grading cannot be done within 15 feet of any tower leg or within 10 feet of wood or steel pole structure or guy wire.
 - c. Excavation and backfilling must meet ITC’s standards.
10. The City will be responsible for any environmental clean-up of any contaminant or hazardous substances that end up on the property as the result of the pathway. The City must also affirmatively notify ITC of any hazardous substances or contaminants it may discover on the property.
11. The City is required to indemnify and hold harmless ITC for any damages or injuries resulting from the construction, operation and maintenance of the pathway, including damages resulting from the actions of third parties and the combined negligence of ITC and the City. Though we do not generally recommend acceptance of indemnity provisions particularly relating to sidewalks because it may result in the waiver of governmental immunity for tort liability, ITC has indicated this provision is non-negotiable. As such, we requested that the City’s risk manager review the language. The language has previously been reviewed and approved by the City’s risk manager as being covered by the City’s municipal insurance policy. The City is further required to ensure that the same indemnity provision is included in all contracts and subcontracts for its contractors constructing, maintaining and/or repairing the pathway.

12. The City must add ITC to its insurance policy as an additional insured in the amount of \$5,000,000. City staff has confirmed that the coverage can be provided as a \$1,000,000 policy with \$4,000,000 of umbrella coverage. ITC has indicated it will accept the umbrella coverage as an alternative. An insurance certificate has been provided to ITC. All City contractors must provide this minimum amount of coverage as well.
13. The City is required to provide police protection to maintain law and order on the path as necessary.
14. If the City fails to comply with any of the terms of the License Agreement, ITC may terminate the Agreement at any time and require the removal of the pathway at the City's expense.
15. The City is responsible for the cost of removal of the pathway at the time the License Agreement terminates.

In the event that the terms of the License Agreement are acceptable to the City and are approved by City Council, the original License Agreement may be executed by the City and returned to ITC for signature. It is our understanding that ITC will provide the City with a duplicate signed original for its file.

Subject to the acceptance of the above standard terms of the ITC License Agreement, we see no legal impediment to entering into the Agreement in its current format. If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

Enclosures

- C: Cortney Hanson, Clerk (w/Enclosures)
Jeffrey Herczeg, Director of Public Works (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

LICENSE AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2021, by and between International Transmission Company, a Michigan corporation, d/b/a, *ITCTransmission* ("ITCT") 27175 Energy Way, Novi, Michigan 48377 and the City of Novi, a Michigan municipal corporation, 45715 West Ten Mile Road, Novi, Michigan 48375 ("Licensee").

In consideration of Licensee's promises contained in this Agreement, ITCT grants to Licensee, on the terms and conditions set forth below, a license in a 10-foot-wide strip of land, with 2 feet on each side to accommodate grading on either side of the path, across ITCT'S land in the City of Novi, Oakland County, Michigan ("the Licensed Premises"), along with vegetation management activities upon written approval of ITCT, as more particularly described in Exhibit A attached hereto, for the sole purpose of constructing, operating, and maintaining a non-motorized¹ pedestrian trail ("Trail") 10 feet in width to convey Trail users across ITCT's land of which the Licensed Premises are a part, either on foot or by means of non-motorized bicycles. The location of the Licensed Premises will be defined during the design plan approval process specified in paragraph 6 below.

Licensee promises to comply with the following terms and conditions:

1. Licensee shall pay ITCT an annual license fee ("License Fee"). Commencing on the date the Trail or any portion thereof is opened to public use ("Commencement Date"), Licensee shall pay \$100.00 to ITCT. On each annual anniversary of the Commencement Date thereafter during the Term, the annual License Fee shall be increased by an amount equal to two percent (2%) of the annual License Fee payable with respect to the immediately preceding year. ITCT shall send invoices to Licensee annually.

2. Licensee shall construct, improve, and maintain the Trail solely at Licensee's expense, and ITCT shall not be required to incur any cost or expense whatsoever as a result of the construction, operation, and maintenance of the Trail. Licensee shall reimburse ITCT the amount of any increase in real or personal property taxes resulting from the Trail improvements Licensee places on the Licensed Premises pursuant to this License, payable 30 days after Licensor receives an invoice from Oakland County for any such increase. Licensee shall reimburse ITCT for other costs it is required to incur (e.g., to comply with governmental regulation) as a result of Licensee's use of the Licensed Premises. Licensee shall not permit any construction lien to attach to the Licensed Premises by reason of any improvements made or work performed on the Licensed Premises.

3. Subject to obtaining all necessary approvals pursuant to any applicable laws or ordinance, ITCT shall at all times while this Agreement is in effect have the right to use the Licensed Premises for any purpose that does not unreasonably interfere with Licensee's use under this Agreement. Such use may include, without limitation, construction, operation, inspection, maintenance, modification, relocation, and removal of electric transmission structures/facilities on, over, under, and across the Licensed Premises or the adjoining land, the cutting, trimming, removal, and controlling in any manner, including by chemical spraying, of any or all trees, bushes, and any other vegetation now or hereafter growing on the Licensed Premises or the adjoining land, and the granting to third parties of the right to construct, operate, and maintain utility facilities and other structures on, over, under, and across the Licensed Premises or the adjoining land. ITCT shall have no obligation to refrain from using, or to modify the manner of its use of, the Licensed Premises or the adjoining land, whether or not such use interferes with, detracts from, or is otherwise inconsistent with Licensee's use of the Licensed Premises pursuant to this Agreement. ITCT shall have the right of access to the Licensed Premises at any time, and Licensee shall construct and locate any and all fences and barricades ITCT permits on the Licensed Premises so as not to interfere with ITCT's use of the Licensed Premises or the adjoining land. In using the Licensed Premises or the adjoining land, ITCT shall not be responsible to Licensee for any damage to Licensee's improvements on the Licensed Premises resulting from ITCT's use of the Licensed Premises or the adjoining land. ITCT may temporarily close the Trail for such periods as it deems necessary or desirable in connection with its use of the Licensed Premises or

¹ For purposes of this license, motorized accessibility devices such as wheelchairs, medically required scooters, etc. shall not be prohibited on the Licensed Premises

the adjoining land. Except in cases of emergency, ITCT shall provide reasonable advanced notice of such Trail closings. If requested, Licensee shall provide notices and postings of such closing, including but not limited to required notices and postings for the spraying of herbicide.

4. ITCT shall have the right at any time and for any reason it deems appropriate, in its sole discretion, to require Licensee, at Licensee's expense, to temporarily or permanently relocate the Trail, or portions thereof, or other permitted improvements. Relocation may include temporary or permanent removal of portions of the Trail from the Licensed Premises. Licensee agrees to fully cooperate with such requirement and to use its best efforts to complete such relocation by the date ITCT specifies, which shall be not less than 90 days from the date ITCT notifies Licensee to relocate. Licensee agrees that if Licensee fails to complete the required relocation by the specified date, ITCT shall have the right to make such relocation, to close the Trail, or to take other action it deems necessary to facilitate its use of the Licensed Premises or the adjoining land, in which event Licensee shall be responsible to reimburse ITCT for the costs and expenses (including attorney fees) it incurs in making such relocation, closing the Trail, or taking such other action. Notwithstanding the foregoing, Licensee may seek to avoid a relocation specified by ITCT by offering to pay ITCT for the additional costs and expenses ITCT would incur if Licensee did not make the relocation, which offer ITCT may accept or reject in its sole discretion.

5. Licensee shall post signs provided by ITCT in such places on the Licensed Premises as specified by ITCT identifying the Licensed Premises as being owned and/or provided for use by ITCT.

6. Licensee shall not commence any work on the Licensed Premises until ITCT has approved Licensee's final design plan for the Trail. At least 60 days prior to the date Licensee desires to commence work on the Licensed Premises, Licensee shall submit the final design plan for the trail to ITCT, Real Estate Department, 27175 Energy Way, Novi, Michigan 48377. The Trail plan shall show the location of the Trail across ITCT's land, the location of existing utility facilities (including guy wires), and any other improvements Licensee desires to locate on the Licensed Premises. Approval of the design plan shall be within ITCT's sole discretion, and ITCT may withhold approval of such plan for any reason. If ITCT determines, in its sole discretion, that Licensee's proposed design plan would make it necessary or desirable for existing or future utility structures/facilities on the Licensed Premises or the adjoining land to be modified, ITCT will advise Licensee of such determination, in which event Licensee shall have the option to either revise the proposed design plan or to pay ITCT in advance for the cost of the modification. Any such modification shall be done at times to least inconvenience ITCT. If ITCT approves Licensee's design plan, Licensee shall not alter the Trail or improvements or otherwise change its use of the Licensed Premises from the approved plan without ITCT's prior written approval.

7. Licensee shall not locate the edge of the Trail within 15 feet of any tower leg or pole.

8. Licensee shall not place any trees, shrubs, or other landscaping, or any buildings, benches, viewing platforms, signs, or other structures on the Licensed Premises without ITCT's prior written consent, the granting or withholding of which shall be within ITCT's sole discretion.

9. Licensee shall take all measures that ITCT, in its opinion, deems necessary to restrict use of the Trail to non-motorized recreational devices and pedestrian foot traffic. For purposes of this license, motorized accessibility devices such as wheelchairs, medically required scooters, etc. shall not be prohibited on the Licensed Premises.

10. Licensee shall erect fencing or other suitable barriers and signs reasonably specified by ITCT to prevent Trail users from having access to existing or future utility structures/facilities on the Licensed Premises or the adjoining land.

11. Licensee shall not complete any vegetation management activities upon the Licensed Premises without prior written consent of ITCT, the granting or withholding of which shall be within ITCT's sole discretion. All vegetation management activities shall be completed in the manner set forth in the written consent provided by ITCT.

12. Licensee shall be responsible to replace any ornamental trees owned by ITCT that are damaged during Licensee's activities on the Licensed Premises.

13. Licensee shall not store any materials on, over, or under the Licensed Premises without ITCT's prior written consent, the granting or withholding of which shall be within ITCT's sole discretion.

10. Licensee's use of the Licensed Premises shall at no time create any condition on the Licensed Premises that would create a fire hazard or be considered a nuisance.

15. Prior to commencing any excavation on the Licensed Premises, Licensee shall give notice to the utility communications system (Miss Dig) at 800-482-7171, in accordance with the provisions of Michigan Public Act 53 of 1974, as amended (MCL 460.701 et seq).

16. Licensee's use of the Licensed Premises shall not in any way affect or interrupt the continuity of transmission of electricity as now or hereafter provided by the electric facilities on the Licensed Premises or the adjoining land.

17. Licensee shall not operate any equipment in connection with construction or maintenance of the Trail within 15 feet of any overhead electric lines (measured vertically from the highest point of the equipment to the nearest energized conductor). MIOSHA standards shall be observed, if more stringent. At least 15 feet of clearance shall be maintained at all times. Cranes or shovels used in digging shall at no time swing toward any tower, pole, or line. No cranes or any other equipment having the height potential of contacting any electric line shall operate between the lines. Dump trucks shall not lift their beds under any electric line.

18. Licensee shall not perform any excavation or grading within 15 feet of any tower leg or within 10 feet of any wood or steel pole structure or point where a guy wire enters the ground without ITCT's prior written consent, the granting or withholding of which shall be within ITCT's sole discretion. ITCT may condition such permission on use of a trench box or sheeting to prevent disturbance of soil.

19. All excavation Licensee performs on the Licensed Premises shall be properly protected and filled and all backfill shall be firmly compacted. No fill shall be placed permanently under any electric line without ITCT's consent, the granting or withholding of which shall be within ITCT's sole discretion. No fill shall be placed within 15 feet of any tower or pole. All fill shall be compacted sufficiently to permit maintenance vehicles access to all towers and poles. No pocket shall be created around any utility structures/facilities where water could collect. Licensee shall take erosion prevention measures during construction and shall reseed all disturbed areas following construction activities in accordance with ITCT's specifications.

20. Licensee shall obtain all governmental approvals and permits that are required by law for its activities on the Licensed Premises and shall otherwise comply with all applicable laws, rules, and regulations.

21. Licensee shall clean up any debris resulting from construction and maintenance of the Trail. Licensee shall at all times maintain the Licensed Premises in a proper, clean, and safe condition. Licensee shall be responsible to mow grass and remove weeds in accordance with applicable laws and regulations and to remove trash or debris deposited by Trail users on the Licensed Premises and/or the adjoining land.

22. Licensee shall not dispose or suffer to be disposed of any waste material on ITCT's land and shall not use, store, or maintain, or suffer to be used, stored, or maintained, on ITCT's land any material that is or may be or become hazardous to human health or the environment or the storage, treatment, or disposal of which is regulated by any governmental authority without ITCT's prior written consent, the granting or withholding of which shall be within ITCT's sole discretion. If use of ITCT's land as permitted in this Agreement results in the presence on or under ITCT's land (which includes but is not limited to the underlying groundwater) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in the Comprehensive Environmental

Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 et seq; the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 et seq; the Toxic Substances Control Act (TSCA), 15 USCA 2601 et seq; the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq; or any other similar existing or future statutes, Licensee shall, at no cost to ITCT, promptly take: 1) all actions required by any federal, state, or local governmental agency or political subdivision, and 2) all actions required to restore ITCT's land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Licensee pursuant to this paragraph include, but are not be limited to: a) the investigation of the environmental condition of ITCT's land; b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off ITCT's land. Licensee shall proceed continuously and diligently with such investigatory and remedial actions. Licensee shall promptly provide to ITCT, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required to be performed pursuant to this paragraph shall require or result in the imposition of any limitation or restriction on the use of ITCT's land without ITCT's prior written consent, the granting or withholding of which shall be within ITCT's sole discretion. Additionally, Licensee shall indemnify, defend, and hold ITCT, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on or beneath ITCT's land and the underlying groundwater, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in CERCLA, RCRA, TSCA, NREPA, or any other similar existing or future statutes, as a result of use of the Licensed Premises pursuant to this Agreement; B) Licensee's violation or alleged violation of any federal, state, or local law related directly or indirectly to the use of ITCT's land pursuant to this Agreement; or 3) Licensee's failure to comply with the terms and conditions of this Agreement; provided, that Licensee's indemnification obligation shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law, and such obligation shall not abrogate or diminish Licensee's defense of governmental or sovereign immunity against any party, including ITCT. The provisions of this paragraph shall survive the termination of this Agreement.

23. In the event that Licensee at any time discovers or otherwise learns of the existence on ITCT's land of any contaminant, hazardous substance, hazardous waste, or hazardous constituent or any object that is likely to contain a contaminant or hazardous substance, waste, or constituent (such as vehicle tires, junk vehicles, storage tanks, barrels, cans, and similar containers), Licensee shall promptly notify ITCT thereof. Licensee shall also promptly notify ITCT of the occurrence of a spill or other release of a contaminant or hazardous substance, waste, or constituent on ITCT's land. For purposes of this notice requirement, a hazardous substance includes (but is not limited to) any substance the storage, treatment, or disposal of which is regulated by a governmental authority. Examples of contaminants or hazardous substances, waste, or constituents are oil, gasoline, chlorinated solvents, vehicle tires, paint, and sandblasting material. This notice requirement applies regardless of who caused the spill or release. Licensee shall send such information to ITCT, Environmental Manager, 27175 Energy Way, Novi, Michigan 48377, 248-946-3000.

24. Licensee accepts the Licensed Premises in their present condition and acknowledges that ITCT has made no representations as to the condition thereof. ITCT shall not be liable for any damages arising from the acts or omissions of Licensee or its invitees or users of the Licensed Premises. Licensee shall be solely responsible to arrange for the provision of police protection as may be required to maintain law and order on the Licensed Premises and to comply with the provisions of this Agreement. To the extent permitted by law, Licensee agrees to indemnify and hold ITCT, and its successors and assigns, harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the Licensed Premises pursuant to this Agreement, whether due or claimed to be due to Licensee's negligence, ITCT's negligence, the negligence of both ITCT and Licensee, the negligence of any other person, or otherwise, except for ITCT's sole negligence. The provisions of this paragraph shall

survive the termination of this Agreement.

25. While this Agreement is in effect, Licensee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name ITCT as an additional insured. The policy shall describe the insured premises in the same manner as in the Licensed Premises are described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving ITCT (Attention: Legal Department, 27175 Energy Way, Novi, Michigan 48377) 10 days written notice, as evidenced by receipt of registered letter. Licensee shall provide evidence of such coverage to ITCT.

26. Licensee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed on the Licensed Premises, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save ITCT harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the Licensed Premises. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Licensee's negligence, ITCT's negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise. Further, Licensee shall require all contractors and subcontractors at any time employed in connection with any work to be done on the Trail to maintain in full force and effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 per occurrence, written so as to provide coverage for collapse, explosion, and underground hazards, which insurance shall either include a Cross Liability Endorsement or shall not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan and shall name ITCT as an additional insured.

27. The license hereby granted to Licensee is personal to Licensee. Licensee may not assign or otherwise transfer its interest in this Agreement to any third party; nor will its interest under this Agreement inure to Licensee's successors or assigns.

28. This Agreement is granted subject to any lease, license, easement or other interest in land heretofore granted by ITCT or its predecessors in title in the Licensed Premises and to any such interest reserved to other parties in instruments granted to ITCT or its predecessors in title. Without limiting the foregoing, this license is subject to the rights and interests of DTE Electric Company pursuant to a Covenant Deed dated December 5, 2000, recorded on October 12, 2001 in Liber 23842 Page 146 of the Oakland County Records. Licensee is responsible for complying with any notification, consent, or other requirements of such Agreement.

29. Notwithstanding any contrary provision in this License, either party may at any time and for any reason terminate this Agreement by giving the other 90 days written notice of termination; provided, however, that ITCT agrees not to terminate this Agreement for a period of 25 years following the commencement of this License, other than for Licensee's failure to comply with the terms of this Agreement within 30 days after written notice from ITCT of such failure or if termination is required by any applicable law, rule, or regulation or other circumstances beyond ITCT's reasonable control. Notice of termination to ITCT shall be given to: ITCT, Real Estate Group, 27175 Energy Way, Novi, Michigan 48377. Notice of termination to Licensee shall be given to: Novi City Clerk, 45175 West 10 Mile Road, Novi Michigan 48375. Either ITCT or Licensee may change the designated address or addressee for such notice by notifying the other

of such change in writing.

30. Upon termination of this Agreement, Licensee shall take all actions necessary to immediately terminate public use of the Licensed Premises. If Licensee fails to do so, ITCT shall have the right to take whatever actions it deems necessary to terminate public use. Upon termination of this Agreement, Licensee may remove any and all improvements erected by Licensee on the Licensed Premises, and shall remove such improvements if so, requested by ITCT. If ITCT requests removal of such improvements, Licensee shall remove such improvements within such period of time as the parties agree to but no event more than 6 months following such request. If Licensee fails to do so, Licensee shall reimburse ITCT for the cost of such removal, on demand from ITCT.

31. Unless stated otherwise, all requirements for notice contained in this Agreement shall be deemed to require notice in writing and service by: a) personal service, with service being effective upon delivery; b) United States certified mail, return receipt requested, with service being effective on the date of receipt; c) telecopy, electronic mail, facsimile, or other form of telecommunication, with service being effective on receipt; or d) recognized overnight courier service, with service being effective on delivery.

IN WITNESS WHEREOF, ITCT and Licensee have caused this instrument to be executed by their duly authorized representatives on the dates indicated below.

**International Transmission Company,
a Michigan corporation d/b/a, ITCTransmission**

By: _____
Jean Kim D'Anna
Its: Vice President & Deputy General Counsel, Legal Services

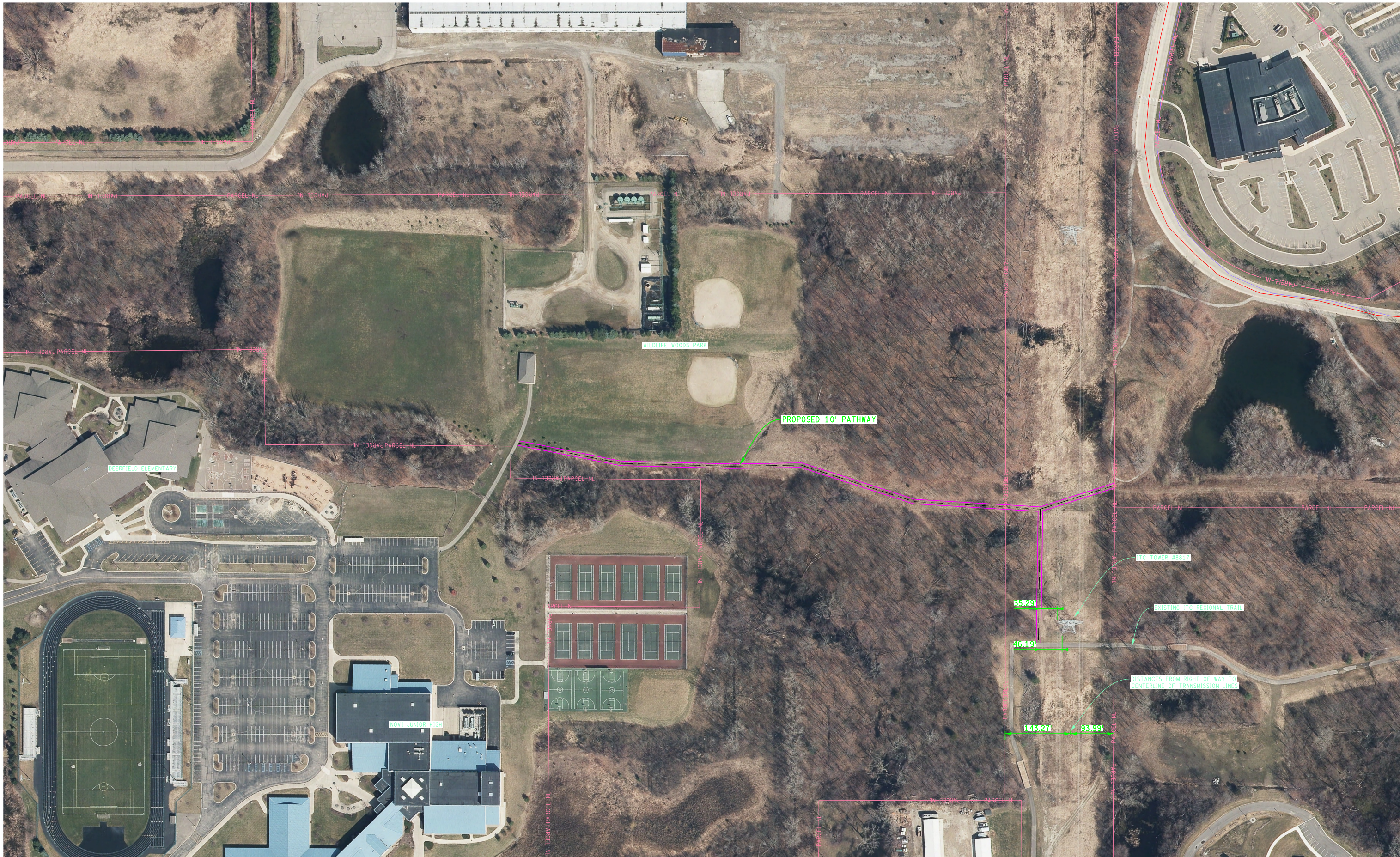
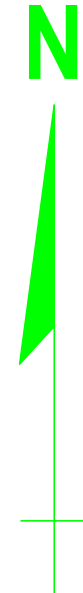
Dated: _____

City of Novi, a Michigan municipality

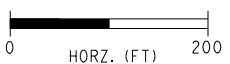
By: _____
Robert J. Gatt
Its: Mayor

Dated: _____

EXHIBIT-A



FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



FILE:

DATE: 10/13/19
DESIGN UNIT:
TSC:

CS:
JN:

PLAN VIEW SKETCH
WILDLIFE WOODS PARK / ITC CONNECTOR PATHWAY
NOVI, MICHIGAN

DRAWING SHEET
SECT