



CITY of NOVI CITY COUNCIL

Agenda Item K
June 18, 2018

SUBJECT: Approval of a license agreement with International Transmission Company (ITC) for construction of a non-motorized pathway on ITC Property between Nine Mile Road to Eleven Mile Road (Phase 2 of the ITC Corridor Regional Trail).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division
Parks, Recreational and Cultural Services

CITY MANAGER APPROVAL: *pt*

BACKGROUND INFORMATION:

A north-south regional pathway in the western portion of the City, known as the ITC Corridor Regional Trail, was included in the adopted City of Novi Non-Motorized Master Plan 2011. The proposed regional pathway would provide a connection between ITC Community Sports Park and Maybury State Park to the south and the City of Wixom to the north. The master plan shows this non-motorized pathway following a corridor of property owned by International Transmission Company (ITC).

The first segments of the regional trail were constructed in 2013 within the ITC Corridor north of 11 Mile Road and through the Medilodge site (Phase 3A). The connection between Medilodge and Beck Road (Phase 3B) was constructed in 2016. The "Greenways" component of the ITC Corridor Regional Trail (shown as Phase 1A on the attached map) was also completed in 2016, which is the pathway connection between ITC Community Sports Park and 9 Mile Road. In 2017, the portion of the trail from ITC Community Sports Park to Phase 1A was constructed.

This phase would continue the path north from 9 Mile Road to 11 Mile Road which would complete the ITC Corridor Regional Trail. The majority of this project will be located along the ITC transmission corridor or on ITC property. To facilitate the proposed trail improvements within the ITC corridor, ITC representatives have drafted a license agreement for this segment of pathway. Please note ITC charges an annual fee of \$600 for the City's use of the trail within their easement.

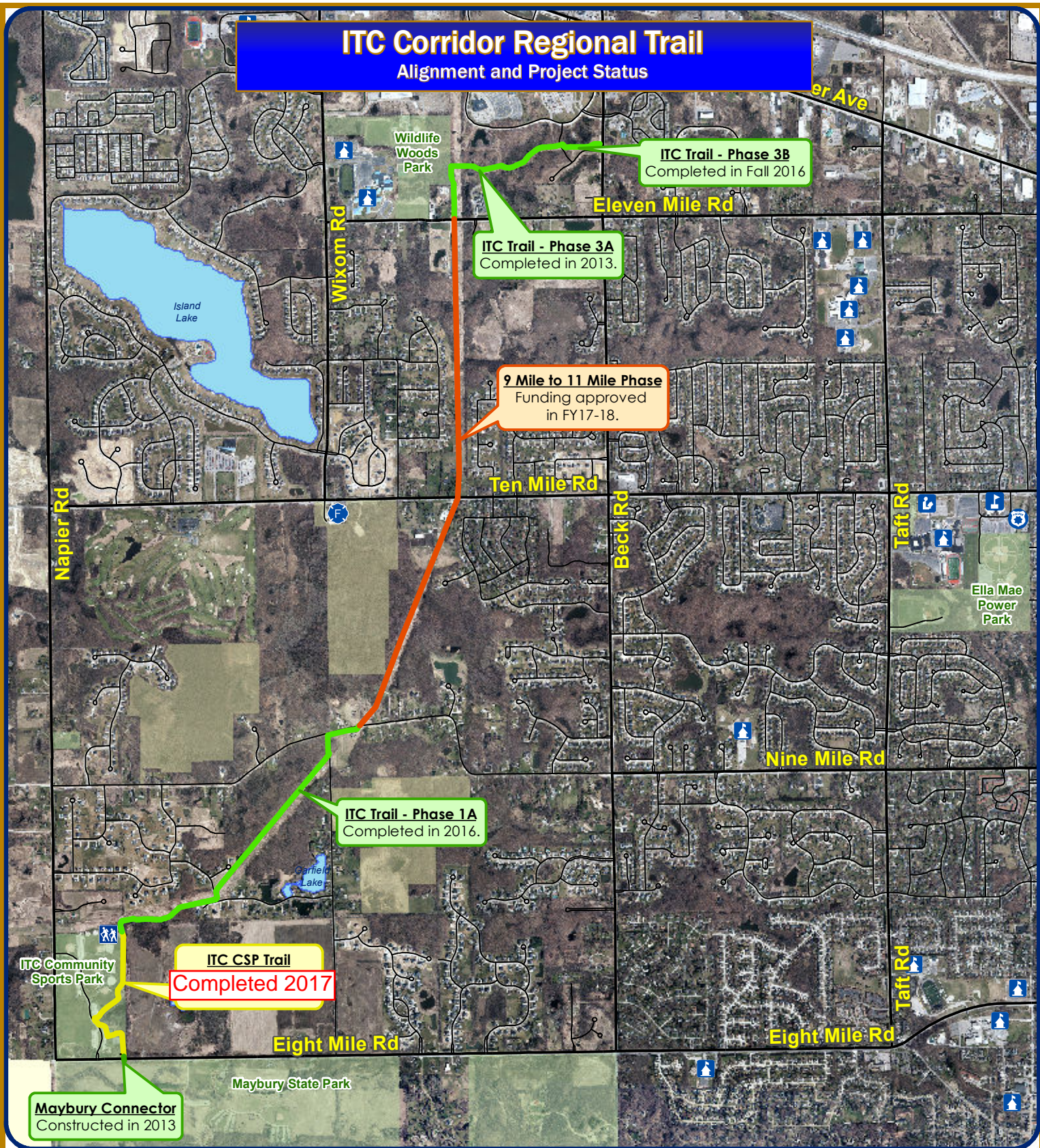
The FY 2017-18 budget includes funding for the construction of this segment of the ITC Corridor Regional Trail (PRC040). City Council awarded the design to City engineering consultant AECOM in July 2017. Staff and AECOM finalized the design on June 8th and posted advertisement to bid on June 12th.

The City Attorney reviewed the license agreement drafted by ITC on June 1, 2018. Pending approval and signing of the license agreement, staff will facilitate execution of the document with ITC and maintain a copy for City records.

RECOMMENDED ACTION: Approval of a license agreement with International Transmission Company (ITC) for construction of a non-motorized pathway on ITC Property between Nine Mile Road to Eleven Mile Road (Phase 2 of the ITC Corridor Regional Trail).

ITC Corridor Regional Trail

Alignment and Project Status



ITC Trail - Phase 3B
Completed in Fall 2016

ITC Trail - Phase 3A
Completed in 2013.

9 Mile to 11 Mile Phase
Funding approved in FY17-18.

ITC Trail - Phase 1A
Completed in 2016.

ITC CSP Trail
Completed 2017

Maybury Connector
Constructed in 2013

Map Author: Keri Blough
Date: May 11, 2017
Project: ITC Corridor Regional Trail
Version #: 3.1

Map Revisions:
Date:
Department:

MAP INTERPRETATION NOTICE

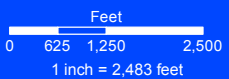
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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.

Map Legend

- Trailhead
- Trail Complete
- Trail Under Construction
- Trail Future/Pending
- Existing Parkland
- Conservation Easement



City of Novi
Information Technology Dept.
GIS Division
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org





June 11, 2018

Sean Kelsch, PE
Vice President
AECOM, Great Lakes
3950 Sparks Dr SE
Grand Rapids, MI 49546

Re: Proposed License for Construction of a Non-Motorized Pathway – Phase No. 2
ITC Project No: GLOA0185187

Dear Mr. Kelsch,

Your request for the proposed non-motorized pathway located in part of Section 20, and 29, City of Novi, Oakland County, MI is hereby approved with (but not limited to) the following conditions:

- No construction materials should be left in the ITC corridor to impact future maintenance activities. ITC will not be held responsible for any damage to the path by ITC personnel or contractors accessing, maintaining, removing, or placing its electric transmission structures, conductors, corridor or other related assets.
- ITC prefers that the non-motorized path utilize Option 2. This option places the pathway at the edge of ITC's existing corridor and away from the existing structures within it.
- ITC would prefer that Option 2 be modified such that it is 20' away from the property line as soon as it crosses from the east side to the west side of the corridor rather than remain 50' from the edge for a portion and then moving to 20' away from the edge.
- There is a potential project that would require ITC to build a new transmission line within the corridor to the west of the existing line. If the new line conflicts with the path location, modifications may need to be made to the pathway to avoid the new pole locations.

Please forward at this time an 8 ½" x 14" certified survey drawing and legal description of the proposed license area. Upon receipt, the survey and the description will be verified by our surveying department.

The fee for the non-motorized pathway will be \$600.00 upon execution of the license and 600.00 by January 1 of each subsequent year.

Please be advised that no work on ITC property should commence until the license is executed and any fee (if applicable) is paid. If you have any questions, please contact me at (248) 946-3514.

Thank you,

Fernando Guevara
Senior Real Estate Specialist

LICENSE AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2018, by and between International Transmission Company, a Michigan corporation, d/b/a, ITC *Transmission* ("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 across ITCT'S land in the City of Novi, Oakland County, Michigan ("the Licensed Premises"), 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 7 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 \$600.00 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 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

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

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 cut, trim, or remove any trees or shrubs from the Licensed Premises without ITCT'S prior written consent, the granting or withholding of which shall be within ITCT's sole discretion.

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.

14. 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 066 and Covenant Deed dated February 6, 2004, recorded on March 12, 2004 in Liber 32467 Page 002 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, General Counsel-Utility Operations, 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, ITC *Transmission***

City of Novi, a Michigan municipality

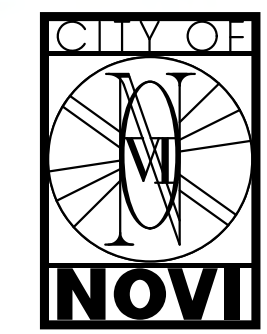
By: ITC Holdings Corp., a Michigan corporation,
its sole owner

By: _____
Jean Kim D'Anna
Its: Assistant General Counsel
Utility Operations

By: _____
Robert J. Gatt
Its: Mayor

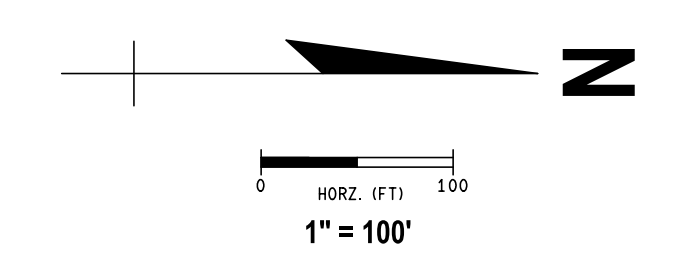
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Dated: _____

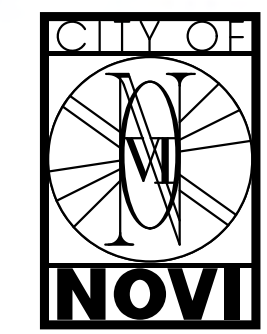


AECOM

**CITY OF NOVI - ITC TRAIL PHASE 2
GARFIELD ROAD TO TEN MILE ROAD**

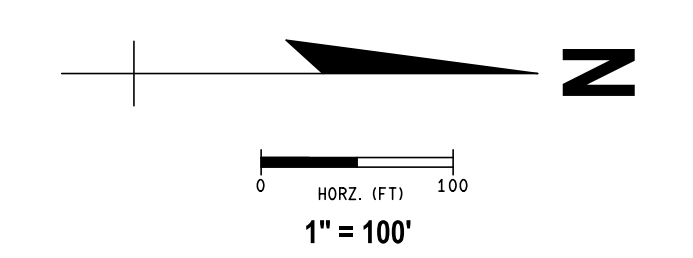


JOB
60551567
DATE
06/05/2018



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CITY OF NOVI - ITC TRAIL PHASE 2
TEN MILE ROAD TO ELEVEN MILE ROAD



JOB
60551567
 DATE
06/05/2018