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LIBER 53948 PAGE 801
\$26.00 MISC RECORDING
\$4.00 REINUMENTATION
03/16/2020 01:58:48 P.M. RECEIPT# 40058
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2020 MAR 16 PM 1:20

**PERMANENT EASEMENT GRANT
(Magneto Substation)**

On 2/17/2020, 2020, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent, perpetual easement over, under, across and through a part of Grantor's Land called the Easement Areas, as herein described.

Grantor is: Robert Bosch LLC, a Delaware limited liability company, formerly known as Robert Bosch Corporation, a New York corporation, whose address is 38000 Hills Tech Drive, Farmington Hills, Michigan 48331

Grantee is: International Transmission Company, d/b/a ITC *Transmission*, a Michigan corporation, whose address is 27175 Energy Way, Novi, Michigan 48377.

Grantor's Land is in the City of Farmington Hills, County of Oakland and State of Michigan and is more particularly described as "Grantor's Land" in Exhibit A, which is attached hereto and incorporated herein.

The Easement Areas are within Grantor's Land; they are comprised of the Substation Easement, the Access Easement and the Transmission Line Easement, which are specifically outlined in Paragraph 1 below and are more completely described and depicted on Exhibit A.

1. Purpose: The purpose of this Easement is to allow Grantee the right to enter at any time upon the Easement Areas to (1) construct, operate, maintain, repair, rebuild, inspect, replace, modify, improve, enlarge, and remove an electrical substation, with associated equipment, with associated equipment (including but not limited to electric lines entering and exiting the substation), driveways and perimeter fencing (collectively, the "Substation"), in, on, over, under, along and across a portion of Grantor's Land, which is an exclusive easement ("the Substation Easement"); (2) construct, operate, maintain, modify, repair, rebuild, inspect, replace, improve, enlarge, upgrade or remove electric transmission line or lines consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable related to telecommunications lines), and equipment for transmitting electricity and communications (collectively, "the Electric Transmission Lines"), in, on, over, under, along and across a portion of Grantor's Land ("the Transmission Line Easement"), which is a non-exclusive easement; (3) cross the Easement Areas to construct, operate, maintain, modify, repair, rebuild, inspect, replace, improve, enlarge, upgrade or remove electric transmission equipment located on other land ("the Access Easement"), which is a non-exclusive easement, collectively,

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the Substation Easement, the Electric Transmission Line Easement and the Access comprise the "Easement Areas" and (4) temporarily improve the surface of the Easement Areas, as reasonably necessary, in Grantee's discretion, to place and operate Grantee's construction vehicles and equipment as necessary to conduct the activities described in this Paragraph. Grantee acknowledges and agrees that Grantor will issue an easement to DTE Electric Company over portions of the Easement Area.

2. Buildings or other Permanent Structures: With the exception of the Substation and any other buildings or above-ground structures existing at the time of execution of this Easement, and as provided in Paragraph 3 below, no buildings, fences or other above-ground structures shall be installed, constructed or permitted in the Easement Areas without Grantee's prior written consent and approval.

3. Additional Restrictions: Grantor shall not dig in the Easement Areas or cause any topsoil to be removed from the Easement Areas, whether by hand or by machine, without the Grantee's prior written consent and approval, which shall not be unreasonably withheld or delayed. Grantor shall not change the grade of the Easement Areas, whether by hand or machine, without Grantee's prior written consent and approval, which shall not be unreasonably withheld or delayed. Subject to the provisions contained herein, Grantee shall, however, have the unrestricted right to dig in the Easement Areas to exercise any of Grantee's rights under this Easement. Notwithstanding the above, upon Grantee's prior written consent and approval, which shall not be unreasonably withheld or delayed, Grantor may utilize the Electric Transmission Line Easement Area and/or the Access Easement Area for paved or unpaved roads, walks, routes or paths.

4. Vegetation Management: Grantor shall not plant trees in the Easement Areas. Grantee shall have the right at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, brush or other vegetation now or hereafter standing or growing within the Easement Areas. The complete exercise of this right may be gradual and not fully completed for some time in the future.

5. Access: Grantor also grants to Grantee the right of access, ingress and egress to the Easement Areas on, over and across Grantor's Land.

6. No Waiver: Failure of Grantee to use, occupy or possess all or any portion of the Easement Areas shall not be construed to be a release or waiver of any or all of Grantee's rights under this Easement.

7. Successors: This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns. Grantee shall not permit the use of Grantor's Land, or any part thereof, except in strict compliance with the provisions of this Easement.

8. Damage Repair: Grantee shall, at its option, either repair or pay for, and hold Grantor harmless with regard to, any actual damage to Grantor's Land or Grantor's property, whether real property, personal property or a combination of both, resulting from Grantee's exercise of any of Grantee's rights under this Easement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damage to the extent that such damage results from Grantor's negligence. The term "actual damage" as used in this Section is not intended, nor does it include, damage to vegetation within

the Easement Areas resulting from the Grantee's exercise of its rights under Section 4.

9. Work Performance: All work permitted hereunder shall be performed by Grantee, its agents, and servants, employees and independent contractors, in accordance with good engineering practice with the least possible inconvenience to Grantor and Grantor's Land and pursuant to all governmental laws, regulations and ordinances pertaining thereto, including laws relating to worker safety and to proper disposal of any samples or materials taken from Grantor's Land. Grantee, at its expense, shall obtain and comply with the terms of all regulatory permits, approvals, licenses and registrations and give any required notices to any party thereto. Grantee shall be solely responsible for the off-site disposal of any vegetation removed from the Easement Areas. While performing any work pursuant to the Easement, Grantee shall keep Grantor's Land in a safe condition. While performing any work pursuant to the Easement on Grantor's Land, Grantee shall be responsible, as appropriate, for securing the perimeter of the area in which Grantee is working. Grantee shall, in a timely manner, notify Grantor of any legally reportable spill or safety incident or failure to comply with applicable legal requirements by Grantee on Grantor's Land.

10. Liens: Grantee shall not suffer or permit to be enforced against Grantor's Land, or any part thereof, any mechanic's, materialmen's, construction, contractor's or subcontractor's liens or any claims for damages arising from any use of Grantor's Land. Grantee immediately provide notice to Grantor of the existence of any said liens, claims or damages and shall pay or cause to be paid all of said liens, claims or damages before any action is brought to enforce same against Grantor's Land within sixty (60) days. Grantee expressly agrees to protect, defend, indemnify and hold Grantor and Grantor's Land harmless from and against all liability for any and all such liens, claims and demands, together with reasonable legal fees and all costs and expenses in connection therewith.

11. Indemnification: Grantor shall indemnify, defend and hold harmless Grantee and its successors, assigns, members, managers, officers, directors, agents, representatives, employees and affiliates from and against claims, demands, actions, liabilities, losses, costs, causes of action damages, and/or expenses of any nature whatsoever by third parties, Grantor's employees and Grantee's employees, including reasonable attorney's fees, for personal injury or property damage caused by Grantor's negligence or intentional misconduct. Grantee shall indemnify, defend and hold harmless Grantor and its successors, assigns, members, managers, officers, directors, agents, representatives, employees and affiliates from and claims, demands, actions, liabilities, losses, costs, causes of action damages, and/or expenses of any nature whatsoever by third parties, Grantor's employees and Grantee's employees, including reasonable attorney's fees, for personal injury or property damage caused by Grantee's negligence or intentional misconduct.

12. Notice: All notices, requests, demands or other communications (generally, a "Communication") required, permitted or desired to be given under this Easement shall be in writing and deemed given: (a) when delivered personally; or (b) on the day that is two (2) days after said Communication is deposited in the U. S. mail, by registered or certified mail, return receipt requested, postage prepaid; or (c) on the next business day after the day said Communication is deposited with a nationally recognized overnight courier service for next business day delivery, addressed and/or sent by facsimile, as the case may be, as follows:

If to Grantor: Attn: Tim Wolf (FCM-Fh-PLY)
Robert BOSCH GROUP
38000 Hills Tech Drive
Farmington Hills, MI 48331

If to Grantee: Attn: Real Estate Manager
International Transmission Company
27175 Energy Way
Novi, MI 48377

or to any other address as the parties may from time to time designate by a Notice in writing to the other parties.

13. Due Authorization: The undersigned warrants that he is duly authorized and empowered to execute this Easement on behalf of the Grantor, and that the Grantor has taken all necessary action to approve the grant of this Easement to Grantee.

This Easement 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).

Acknowledgements and signatures appear on the following page.

GRANTOR:

Robert Bosch LLC, a Delaware limited liability company

By: Andrew Wolf
Printed: Andrew Wolf

Its: Director – Corporate Real Estate

By: Tim Wolf
Printed: Tim Wolf

Its: Director - Facilities

Acknowledged before me in Wayne County, State of Michigan, on this 17th day of February, 2020, on behalf of Robert Bosch, LLC a Delaware limited liability company, by Tim Wolf, its DIRECTOR - FACILITIES and Andrew Wolf, its Director-Corporate Real Estate

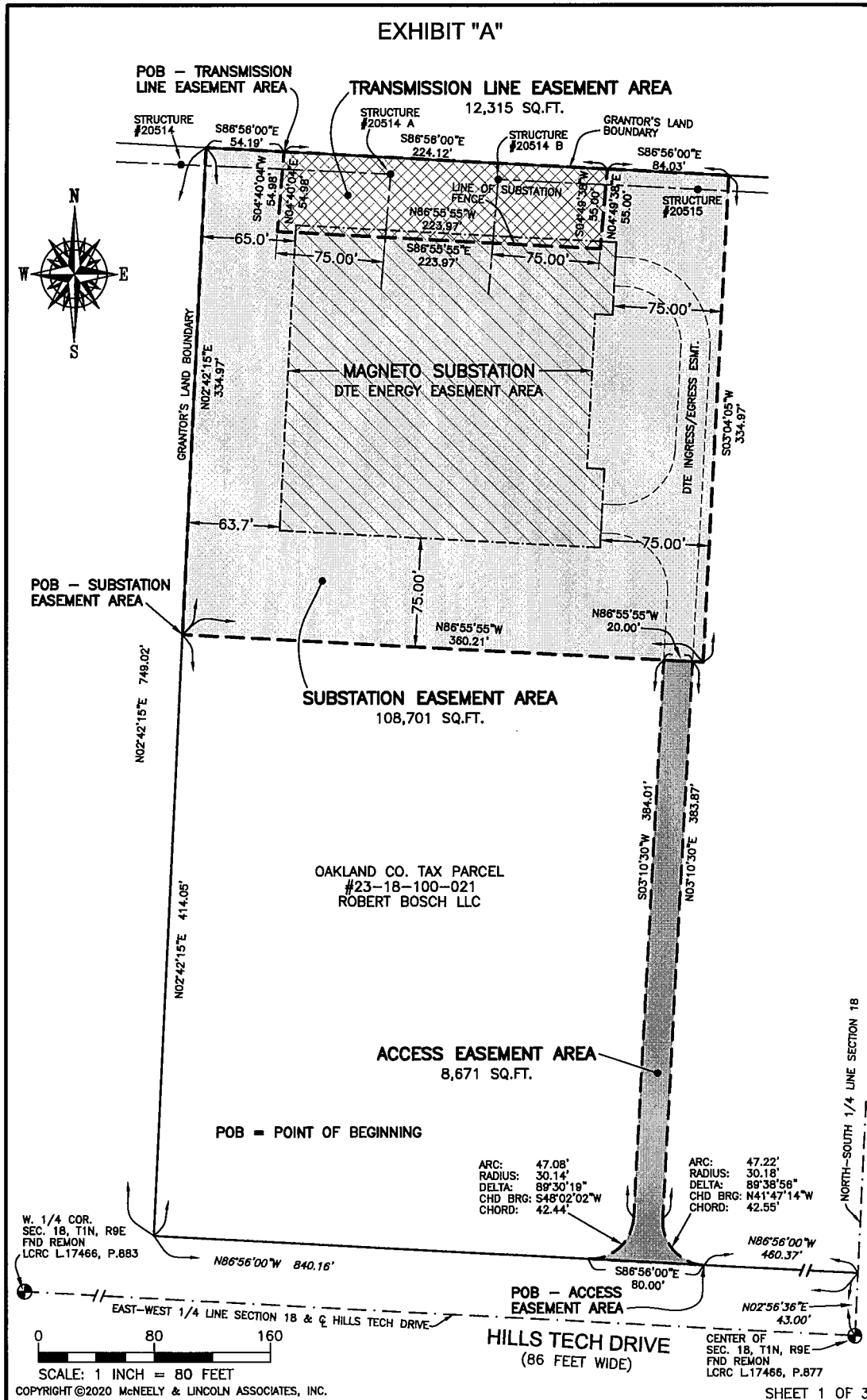
Michele P. Belczak
Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires 10/26/2023

Prepared by:
Matthew Hetzner (P73044)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

When recorded return to:
Real Estate Manager
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

MICHELE P. BELCZAK
Notary Public, State of Michigan
County Of Wayne
My Commission Expires 10-26-2023
Acting in the County of Wayne

EXHIBIT "A"



McNEELY & LINCOLN
Associates, Inc.
CIVIL ENGINEERING & LAND SURVEYING
PH. (734) 432-9777 FAX (734) 432-9786
37741 PEMBROKE, LIVONIA, MICHIGAN, 48152
WWW.MNLINC.COM

For ITC Date 01/08/20
Scale 1"=80' Drawn By DPW
Job No. 8042.798 Checked By MRD

EXHIBIT "A"

GRANTOR'S LAND

Oakland County Tax Parcel #22-23-018-100-021

Part of Lot 6, "Howard Acres", a subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 18, Town 1 North, Range 9 East, Farmington Township (now City of Farmington Hills), Oakland County, Michigan, recorded in Liber 41 of Plats, page 42, and part of the North 1/2 of Section 18, Town 1 North, Range 9 East, described as:

Beginning at a point distant North 02 degrees 56 minutes 36 seconds East 43.00 feet from the Center of said Section 18;

- thence North 86 degrees 56 minutes 00 seconds West 840.16 feet;
- thence North 02 degrees 42 minutes 15 seconds East 749.02 feet;
- thence South 86 degrees 56 minutes 00 seconds East 843.29 feet;
- thence South 86 degrees 57 minutes 40 seconds East 1320.78 feet;
- thence South 02 degrees 26 minutes 10 seconds West 151.62 feet;
- thence South 59 degrees 41 minutes 05 seconds East 414.12 feet;
- thence South 03 degrees 20 minutes 00 seconds West 159.77 feet;
- thence South 69 degrees 44 minutes 30 seconds West 626.62 feet;
- thence North 86 degrees 57 minutes 40 seconds West 1112.84 feet to the **Point of Beginning**.

23-18-100-021

**McNEELY & LINCOLN
Associates, Inc.**

CIVIL ENGINEERING & LAND SURVEYING
PH. (734) 432-9777 FAX (734) 432-9786
37741 PEMBROKE, LIVONIA, MICHIGAN, 48152
WWW.MNLINC.COM

For ITC Date 01/08/20
Scale NA Drawn By DPW
Job No. 8042.798 Checked By MRD

EXHIBIT "A"

TRANSMISSION LINE EASEMENT AREA

Part of the Northwest 1/4 of Section 18, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as:
Commencing at the Center of Section 18, Town 1 North, Range 9 East;
thence North 02 degrees 56 minutes 36 seconds East, along the North-South 1/4 line of Section 18, 43.00 feet;
thence North 86 degrees 56 minutes 00 seconds West, along the North line of Hills Tech Drive (86 feet wide), 840.16 feet;
thence North 02 degrees 42 minutes 15 seconds East 749.02 feet;
thence South 86 degrees 56 minutes 00 seconds East 54.19 feet to the Point of Beginning;
thence South 86 degrees 56 minutes 00 seconds East 224.12 feet;
thence South 04 degrees 49 minutes 38 seconds West 55.00 feet;
thence North 86 degrees 55 minutes 55 seconds West 223.97 feet;
thence North 04 degrees 40 minutes 04 seconds East 54.98 feet to the Point of Beginning;

Pl. 23-18-100-021

SUBSTATION EASEMENT AREA

Part of the Northwest 1/4 of Section 18, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as:
Commencing at the Center of Section 18, Town 1 North, Range 9 East;
thence North 02 degrees 56 minutes 36 seconds East, along the North-South 1/4 line of Section, 18 43.00 feet;
thence North 86 degrees 56 minutes 00 seconds West, along the North line of Hills Tech Drive (86 feet wide), 840.16 feet;
thence North 02 degrees 42 minutes 15 seconds East 414.05 feet to the Point of Beginning;
thence North 02 degrees 42 minutes 15 seconds East 334.97 feet;
thence South 86 degrees 56 minutes 00 seconds East 54.19 feet;
thence South 04 degrees 40 minutes 04 seconds West 54.98 feet;
thence South 86 degrees 55 minutes 55 seconds East 223.97 feet;
thence North 04 degrees 49 minutes 38 seconds East 55.00 feet;
thence South 86 degrees 56 minutes 00 seconds East 84.03 feet;
thence South 03 degrees 04 minutes 05 seconds West 334.97 feet;
thence North 86 degrees 55 minutes 55 seconds West 360.21 feet to the Point of Beginning.

Pl. 23-18-100-021

ACCESS EASEMENT AREA

Part of the Northwest 1/4 of Section 18, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as:
Commencing at the Center of Section 18, Town 1 North, Range 9 East;
thence North 02 degrees 56 minutes 36 seconds East, along the North-South 1/4 line of Section 18, 43.00 feet;
thence North 86 degrees 56 minutes 00 seconds West, along the North line of Hills Tech Drive (86 feet wide), 460.37 feet to the Point of Beginning;
thence Northwesterly 47.22 feet along the arc of a curve to the right, radius 30.18 feet, central angle 89 degrees 38 minutes 56 seconds, chord bears North 41 degrees 47 minutes 14 West 42.55 feet;
thence North 03 degrees 10 minutes 30 seconds East 383.87 feet;
thence North 86 degrees 55 minutes 55 seconds West 20.00 feet;
thence South 03 degrees 10 minutes 30 seconds West 384.01 feet;
thence Southwesterly 47.08 feet along the arc of a curve to the right, radius 30.14 feet, central angle 89 degrees 30 minutes 19 seconds, chord bears South 48 degrees 02 minutes 02 seconds West 42.44 feet;
thence South 86 degrees 56 minutes 00 seconds East, along the North line of Hills Tech Drive, 80.00 feet to the Point of Beginning.

Pl. 23-18-100-021

McNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM	For <u>ITC</u> Date <u>01/08/20</u>
	Scale <u>NA</u> Drawn By <u>DPW</u>
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