




Real Estate Department

Project Name: Hilton Road Substation
Business Unit: ITCT
Work Order No.: A0003730

Date: June 30, 2017
To: Records Center
From: Barbara A. Menton 
Real Estate
Subject: Easement-Section 34, City of Ferndale (Royal Oak Township),
Oakland County, Michigan. Tax ID: Part of 25-35-103-036

Attached are papers related to the acquisition of a substation easement, dated February 27, 2017 to International Transmission Company, d/b/a ITC *Transmission* from DTE Electric Company, whose address is One Energy Plaza, Detroit, Michigan 48226.

The purpose of the easement is to serve the DTE Hilton Road Substation. The easement area is described as the "ITC Equipment Area" in the attached Exhibit "B" drawing.

There was no consideration fee for this acquisition.

Special Conditions: ITC must not enter any fenced in or other restricted area outside of the easement area without DTE's prior written approval. A separate ingress and egress "right of use agreement" is also attached with an exhibit that highlights access to this site.

The easement was negotiated by Rebecca Takacs, Counselor for ITC.

Please incorporate these documents into Right of Way File No. T73392.

Attachment (s)

CC: J. Andree
S. Cox
S. Gagnon
J. Gruca
K. Jenkins
C. Scott

N. Spencer
Fixedassetsgroup@itctransco.com

2017 APR 21 AM 10: 01

82319
LIBER 50598 PAGE 56
\$26.00 MISC RECORDING
\$4.00 REMONUMENTATION
04/24/2017 12:26:38 P.M. RECEIPT# 47160
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

**SUBSTATION EASEMENT AGREEMENT
(HILTON ROAD SUBSTATION)
(the "Agreement")**

On February 27, 2017, DTE Electric (defined below), for the sum of \$1.00, grants to ITC (defined below) an exclusive, permanent and perpetual easement (the "Easement") on land referred to herein as the "Easement Area" (defined below), for the purpose described in Section 1 of this Agreement.

"DTE Electric" is: DTE Electric Company f/k/a The Detroit Edison Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226.

"ITC" is: International Transmission Company, a Michigan corporation, d/b/a ITC Transmission, 27175 Energy Way, Novi, Michigan 48377.

"DTE Electric's Land" is: the real property located in City of Ferndale, Oakland County, Michigan, as more particularly described as "Grantor's Land" in Exhibit "A" attached hereto.

The "Easement Area" is: the real property located in City of Ferndale, Oakland County, Michigan, as more particularly described as the "ITC Equipment Area" in Exhibit "B" attached hereto.

The Easement granted herein shall be subject to the following terms and conditions:

1. **Purpose.** DTE Electric grants this Easement to ITC to construct, reconstruct, erect, store, develop, improve, maintain, operate, upgrade, repair, patrol, rebuild, remove and relocate at its expense, all buildings, fixtures, appurtenances and equipment related to ITC's electric substation facilities necessary for the transmission of electric power at 120kV or greater on the Easement Area, including but not limited to Telecommunication Lines (as defined herein), the control house, poles, towers, crossarms, insulators, wires, guy wires, anchors, switches, transformers, capacitors, fences and other equipment necessary for the transformation, switching and transmission of electricity at 120kV or greater (collectively, "ITC's Facilities"). For purposes of this Agreement, the term "Telecommunication Lines" means ITC's internal telecommunication lines and not the telecommunication lines of a third party telecommunications provider. ITC shall not install or construct any new facilities or expand the size and/or scope of ITC's Facilities without prior written notice to DTE Electric in accordance with the CIA, defined herein. ITC's written notice described in the preceding sentence shall include only: a one line drawing, key plan, electrical installation plan, section view drawing and the grounding plan (collectively, the "Plans"). DTE Electric shall promptly review the Plans and if DTE Electric determines the Plans will materially interfere with DTE Electric's electrical facilities, including generation facilities, the

parties shall work in good faith to make such modifications to the Plans consistent with Good Utility Practice, as such term is defined in the CIA.

ITC shall construct, install, operate, upgrade, repair and maintain ITC's Facilities in a safe and reliable manner and shall comply with all applicable laws, ordinances or codes related to the construction, operation, repair and maintenance of such facilities for the term of this Agreement. Moreover, neither DTE Electric nor ITC shall construct, install, operate, repair or maintain their existing or future facilities in any manner that will unreasonably interfere with or restrict access to the existing facilities of either party.

2. **Ingress & Egress.** ITC must not enter any fenced in or other restricted area outside the Easement Area without DTE Electric's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything in this Agreement to the contrary, DTE Electric shall not fence in any portion of the Easement Area in a manner that will prevent ITC from using the Easement Area for the purposes granted herein. DTE Electric shall maintain and hereby reserves those rights of access to and across the Easement Area and to the ITC Facilities consistent with the rights granted in Sections 9.1 and 9.2 of the CIA. A separate ingress and egress easement will be recorded on Grantor's Land.

3. **DTE Electric's Rights.** DTE Electric specifically reserves the right to construct, operate and maintain structures and equipment necessary for the safe and reliable operation of DTE Electric's subtransmission and distribution facilities (collectively "DTE Electric's Facilities") on, over and under the Easement Area. DTE Electric agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the Easement Area which would result in a violation of the minimum clearance requirements of the National Electric Safety Code. If any of DTE's Electrical Facilities interfere with ITC's Facilities the parties shall work in good faith to make such modifications to DTE's Electrical Facilities so that they comply with Good Utility Practice, as such term is defined in the CIA.

4. **Encumbrances.** This Easement is granted without any warranties or covenants of title and subject to all now existing easements, restrictions and encumbrances affecting the Easement Area to which this Easement would be subordinate under the recording acts or other applicable laws of the State of Michigan, including, but not limited to, an October 1, 1924, Mortgage between DTE Electric Company and Banker's Trust Company, a New York corporation, and all supplemental agreements to the Mortgage.

5. **Damages.** ITC must pay DTE Electric for all damages, losses or injuries to DTE Electric's facilities caused by ITC, its agents, employees, servants or independent contractors while constructing, operating or maintaining ITC's Facilities. DTE Electric must pay ITC for all damages, losses or injuries to ITC's Facilities caused by DTE Electric, its agents, employees, servants or independent contractors while constructing, operating or maintaining DTE Electric's facilities.

6. **Construction and Maintenance.**

(a) ITC will construct and maintain ITC's Facilities on this Easement at its sole expense. If underground work is involved, ITC must call Miss Dig (tel: 811) in accordance with

Michigan Public Act 174 of 2013, before beginning any ground breaking. DTE Electric may inspect ITC's Facilities during any construction or maintenance work.

(b) ITC shall construct and install ITC Facilities in a safe and reliable manner and shall comply with all applicable laws, ordinances or codes related to the construction and installation of such facilities for the term of this Agreement.

(c) ITC must not change the natural drainage of the Easement Area without DTE Electric's prior written permission.

(d) ITC must not change either the elevation or the slope of the Easement Area without DTE Electric's prior written permission.

(e) After ITC completes construction of ITC's Facilities, ITC must send "as-built" drawings of ITC's Facilities to the Manager – Central Design, the DTE Electric Company, One Energy Plaza, Room 560 SB, Detroit, Michigan 48226. (Tel. 313-235-8789).

(f) After ITC completes any construction or maintenance work, ITC must back-fill any excavations with excavated material having an in-place density of at least 100 pounds per cubic foot. If excavated material is unsuitable (e.g. peat, organic material or trash), ITC must use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, ITC must place backfill in 12 to 15 inch layers and compact each layer to 90 percent maximum density as determined by the Modified Proctor Test (ASTM D 1557). For aggregate or pavement surface, ITC must place backfill in 9 inch maximum layers and compact each layer to 95 percent maximum density as determined by the Modified Proctor Test.

(g) After ITC completes any construction or maintenance work, ITC must restore DTE Electric property as nearly as possible to its original condition. This includes grading and reseeded all disturbed lawn areas and replacing any damaged landscaping. ITC shall notify the Supervising Engineer & Ombudsman, Architectural/Civil/Towers, the DTE Electric Company, One Energy Plaza, Room 545 SB, Detroit, Michigan 48226. (Tel. 313-235-8269) ten (10) days after the completion of any work on the Easement Area.

7. Abandonment; Restoration. If ITC abandons any part of this Easement, removes its equipment, and executes a written recordable release of said Easement, then within three months after the abandonment, ITC must restore the abandoned part as nearly as possible to its original condition. Failure of ITC at any time to use, occupy or possess all or any portion of the Easement Area shall not be construed to be a release or waiver of all or any of ITC's rights under this Easement Agreement.

8. Interconnection Agreement. To the extent of any conflict between this Easement and the Coordination and Interconnection Agreement dated February 28, 2003, by and between ITC, as successor to International Transmission Company, LLC, and DTE Electric Company f/k/a The Detroit DTE Electric Company (the "CIA"), the CIA shall prevail.

9. Successors and Assigns. This Easement shall run with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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).

DTE ELECTRIC COMPANY

By: [Signature]
Florence D. Washington
Its: Supervisor, Corporate Real Estate

ITCTransmission

INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, d/b/a ITCTransmission

By: ITC Holdings Corp., a Michigan corporation
Its: Sole Owner

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

Acknowledged before me in Wayne County, Michigan, on March 29, 2017, by Florence D. Washington, Supervisor, Corporate Real Estate of the DTE Electric Company, a Michigan corporation, for the corporation.
KAREN L. BOURDAGE
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES MARCH 19, 2019
ACTING IN THE COUNTY OF Wayne
Notary's Stamp _____ Notary's Signature [Signature]
(Notary's name, county and date commission expires)

Acknowledged before me in Oakland County, Michigan, on February 27, 2017, by Matthew S. Carstens, Vice President and General Counsel - Utility Operations, of ITC Holdings Corp., the Sole Owner of International Transmission Company, a Michigan corporation, for the corporation.
Laura J. McCray
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jul 30, 2021
ACTING IN COUNTY OF oakland
Notary's Stamp _____ Notary's Signature [Signature]
(Notary's name, county and date commission expires)

Prepared By:
Heather A. Betts, Esq.
DTE Electric Company
One Energy Plaza, WCB 688
Detroit, MI 48226

When Recorded Return To:
Steven Cooper
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

EXHIBIT A

**LEGAL DESCRIPTION OF
GRANTOR'S LAND**

SITUATED IN THE CITY OF FERNDALE, COUNTY OF OAKLAND, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS:

THAT PART OF LOT 43, BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 43 WHICH IS SOUTH 01 DEGREES 44 MINUTES (ASSESSED AS 34 MINUTES) 00 SECONDS EAST 44.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 43; THENCE SOUTH 64 DEGREES 04 MINUTES 46 SECONDS EAST 180.00 FEET; THENCE SOUTH 82 DEGREES 31 MINUTES 30 SECONDS EAST 187.23 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 00 SECONDS EAST 65.00 FEET TO A POINT ON THE EAST LINE OF LOT 43; THENCE ALONG SAID EAST LINE, SOUTH 02 DEGREES 17 MINUTES 43 SECONDS EAST 276.00 FEET TO THE SOUTHWEST CORNER LOT 43; THENCE ALONG THE SOUTH LINE OF LOT 43, SOUTH 87 DEGREES 45 MINUTES 36 SECONDS WEST 208.69 FEET; THENCE NORTH 38 DEGREES 19 MINUTES 40 SECONDS WEST 341.56 FEET TO A POINT ON THE WEST LINE OF LOT 43; THENCE ALONG SAID WEST LINE, NORTH 01 DEGREES 34 MINUTES 00 SECONDS WEST 116.92 FEET TO THE POINT OF BEGINNING, ALL WITHIN THE FERN OAKS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 33, PAGE 34 OF PLATS, OAKLAND COUNTY RECORDS.

*25-35-103-036
25-35-103-035 pt*

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF LOT 43 OF "FERN OAKS SUBDIVISION OF PART OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 35, T. 1 N., R.11 E.", CITY OF FERNDALE, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 33, OF PLATS, ON PAGE 34, OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF LOT 43 OF SAID "FERN OAKS SUBDIVISION". (L. 33, PLATS, P. 34, O.C.R.) SAID POINT BEING DISTANT SOUTH 01 DEGREE 34 MINUTES 00 SECONDS EAST, AS MEASURED ALONG THE WEST LINE OF SAID LOT 43, SAID LINE BEING ALSO THE EAST LINE OF HILTON ROAD (86 FEET WIDE), A DISTANCE OF 44.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 43; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 64 DEGREES 15 MINUTES 42 SECONDS EAST A MEASURED DISTANCE OF 179.79 FEET (DESCRIBED 180.00 FEET) TO A POINT; THENCE SOUTH 82 DEGREES 19 MINUTES 52 SECONDS EAST A MEASURED DISTANCE OF 187.16 FEET (DESCRIBED 187.23 FEET) TO A POINT; THENCE NORTH 87 DEGREES 39 MINUTES 25 SECONDS EAST A MEASURED DISTANCE OF 64.97 FEET (DESCRIBED 65.00) TO A POINT ON THE EAST LINE OF SAID LOT 43; THENCE SOUTH 02 DEGREES 13 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 43, A MEASURED DISTANCE OF 276.29 FEET (DESCRIBED 276.00 FEET) TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE SOUTH 88 DEGREES 02 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 43, A DISTANCE OF 208.69

FEET TO A POINT; THENCE NORTH 38 DEGREES 14 MINUTES 14 SECONDS WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD (WIDTH VARIES) A DISTANCE OF 341.56 FEET TO A POINT ON THE WEST LINE OF SAID LOT 43; THENCE NORTH 01 DEGREE 34 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 43, SAID LINE BEING ALSO THE EAST LINE OF SAID HILTON ROAD, A MEASURED DISTANCE OF 115.36 FEET (DESCRIBED 116.92 FEET) TO THE POINT OF BEGINNING.

SPLIT PARCEL DESCRIPTION — 25-35-103-036

PART OF LOT 43 OF "FERN OAKS SUBDIVISION" OF PART OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 35, T. 1 N., R.11 E.", CITY OF FERNDALE, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 33, OF PLATS, ON PAGE 34, OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF LOT 43 OF SAID "FERN OAKS SUBDIVISION" (L. 33, PLATS, P.34, O.C.R.) SAID POINT BEING DISTANT SOUTH 01 DEGREE 34 MINUTES 00 SECONDS EAST, AS MEASURED ALONG THE WEST LINE OF SAID LOT 43, SAID LINE BEING ALSO THE EAST LINE OF HILTON ROAD (86 FEET WIDE), A DISTANCE OF 87.74 FEET FROM THE NORTHWEST CORNER OF SAID LOT 43; PROCEEDING THENCE FROM SAID POINT OF BEGINNING ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, AN ARC DISTANCE OF 305.21 FEET, RADIUS 425.00 FEET (CHORD BEARS SOUTH 67 DEGREES 35 MINUTES 58 SECONDS EAST, 298.69 FEET) TO A POINT OF TANGENT; THENCE SOUTH 87 DEGREES 23 MINUTES 17 SECONDS EAST A DISTANCE OF 118.16 FEET TO A POINT; THENCE SOUTH 02 DEGREES 13 MINUTES 58 SECONDS EAST, ALONG A LINE 20.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF AN EXISTING ONE STORY HIGH BAY MASONRY COMMERCIAL BUILDING, A DISTANCE OF 214.37 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 43; THENCE SOUTH 88 DEGREES 02 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 43, A DISTANCE OF 189.29 FEET TO A POINT; THENCE NORTH 38 DEGREES 14 MINUTES 14 SECONDS WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD (WIDTH VARIES) A DISTANCE OF 341.56 FEET TO A POINT ON THE WEST LINE OF SAID LOT 43; THENCE NORTH 01 DEGREE 34 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 43, SAID LINE BEING ALSO THE EAST LINE OF SAID HILTON ROAD, A DISTANCE OF 71.62 FEET TO THE POINT OF BEGINNING.

REMAINDER PARCEL DESCRIPTION - pt 25-35-103-035

PART OF LOT 43 OF "FERN OAKS SUBDIVISION" OF PART OF THE N.W. 1/4 OF THE N.W.1/4 OF SECTION 35, T. 1 N., R.11 E., CITY OF FERNDALE, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 33, OF PLATS, ON PAGE 34, OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF LOT 43 OF SAID "FERN OAKS SUBDIVISION" (L. 33, PLATS, P. 34, O.C.R.) SAID POINT BEING DISTANT SOUTH 01 DEGREE 34 MINUTES 00 SECONDS EAST, AS MEASURED ALONG THE WEST LINE OF SAID LOT 43, SAID LINE BEING ALSO THE EAST LINE

OF HILTON ROAD (86 FEET WIDE), A DISTANCE OF 44.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 43; PROCEEDING THENCE FROM SAID POINT OF BEGINNING , SOUTH 64 DEGREES 15 MINUTES 42 SECONDS EAST A MEASURED DISTANCE OF 179.79 FEET (DESCRIBED 180.00 FEET) TO A POINT; THENCE SOUTH 82 DEGREES 19 MINUTES 52 SECONDS EAST A MEASURED DISTANCE OF 187.16 FEET (DESCRIBED 187.23 FEET) TO A POINT; THENCE NORTH 87 DEGREES 39 MINUTES 25 SECONDS EAST A MEASURED DISTANCE OF 64.97 FEET (DESCRIBED 65.00 FEET) TO A POINT ON THE EAST LINE OF SAID LOT 43; THENCE SOUTH 02 DEGREES 13 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 43; A MEASURED DISTANCE OF 276.29 FEET (DESCRIBED 276.00 FEET) TO THE SOUTHEAST CORNER OF SAID LOT 43, THENCE SOUTH 88 DEGREES 02 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 43, A DISTANCE OF 19.40 FEET TO A POINT; THENCE NORTH 02 DEGREES 13 MINUTES 58 SECONDS WEST, ALONG A LINE 20.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF AN EXISTING ONE STORY HIGH BAY MASONRY COMMERCIAL BUILDING, A DISTANCE OF 214.37 FEET TO A POINT; THENCE NORTH 87 DEGREES 23 MINUTES 17 SECONDS WEST A DISTANCE OF 118.16 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, AN ARC DISTANCE OF 305.21 FEET, RADIUS 425.00 FEET (CHORD BEARS NORTH 67 DEGREES 35 MINUTES 58 SECONDS WEST, 298.69 FEET) TO A POINT ON THE WEST LINE OF SAID LOT 43; THENCE NORTH 01 DEGREE 34 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 43, SAID LINE BEING ALSO THE EAST LINE OF SAID HILTON ROAD, A DISTANCE OF 43.74 FEET TO THE POINT OF BEGINNING.

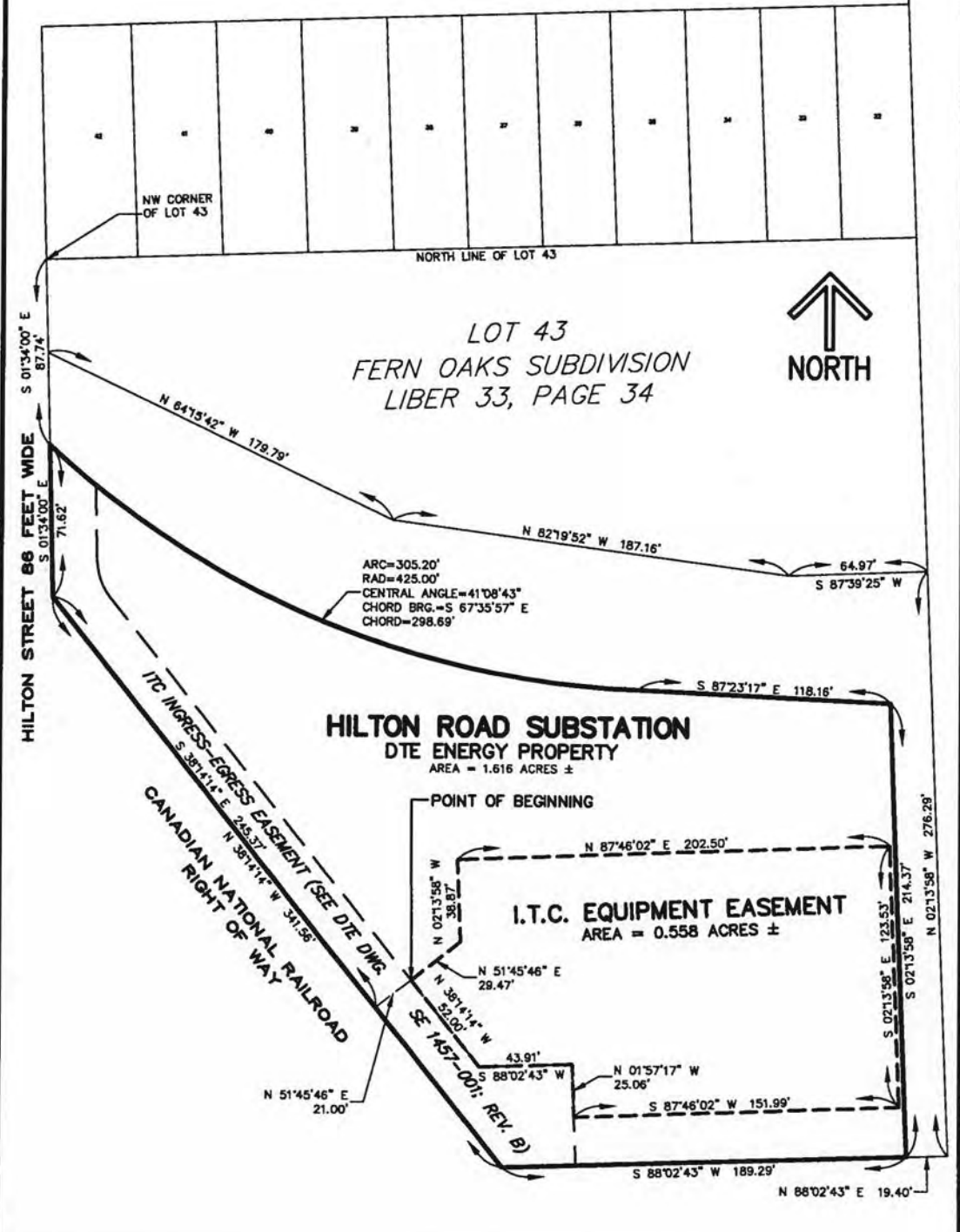
EXHIBIT B- LEGAL DESCRIPTION AND DRAWING OF EASEMENT AREA


REFERENCE DRAWINGS:

SSE RYO-003, ALTA/ACSM LAND TITLE SURVEY
 SE 1457-001; REV. B, MAP AND DESC. OF ITC'S
 INGRESS-EGRESS EASEMENT

6E1457-1; REV. A, KEY PLAN
 5A1457-2; REV. A, PLOT PLAN & DETAILS

TROY AVENUE 50 FEET WIDE




 <p>DTE Energy DTE Electric Company CENTRAL DESIGN SURVEYING SERVICES 549 SERVICE BUILDING</p>	<p>MAP AND DESCRIPTION OF I.T.C. EQUIPMENT EASEMENT ON DTE ENERGY'S HILTON ROAD SUBSTATION, PART OF LOT 43, FERN OAKS SUB'DN., CITY OF FERNDALE, OAKLAND CO., MI</p>		<p>SHEET 1 OF 2</p>
	<p>HILTON ROAD SUBSTATION</p>		<p>JOB NUMBER 201611192</p>
<p>SCALE 1 INCH = 60 FEET</p>	<p>DRAWN BY C. ZBOCH</p>	<p>SURVEY ENGINEER G.D. STEPHENS</p>	<p>DATE OF DRAWING 1/28/2017</p>
		<p>DRAWING NO. SE 1457-003</p>	

INTERNATIONAL TRANSMISSION COMPANY (ITC) EQUIPMENT EASEMENT

An equipment easement on part of Lot 43 of FERN OAKS SUBDIVISION of part of the NW 1/4 of the NW 1/4 of Section 35, Town 1 North, Range 11 East, City of Ferndale, Oakland County Michigan, as recorded in Liber 33 of Plats, Page 34, Oakland County Records, being more particularly described as: Commencing at the NW Corner of Lot 43 of said Fern Oaks Subdivision; thence South 01°34'00" East, 87.74 feet along the West Line of said Lot 43, also being the East Right of Way line of Hilton Street, 86 feet wide; thence continuing along said East Right of Way Line of Hilton Street, South 01°34'00" East, 71.62 feet to the easterly Right of Way line of Canadian National Railroad Right of Way; thence South 38°14'14" East, 245.37 feet along said easterly Right of Way line of Canadian National Railroad Right of Way; thence North 51°45'46" East, 21.00 feet to the POINT OF BEGINNING; thence North 51°45'46" East, 29.47 feet; thence North 02°13'58" West, 38.87 feet; thence North 87°46'02" East, 202.50 feet; thence South 02°13'58" East, 123.53 feet; thence South 87°46'02" West, 151.99 feet; thence North 01°57'17" West, 25.06 feet; thence South 88°02'43" West, 43.91 feet; thence North 38°14'14" West, 52.00 feet, to the Point of Beginning. Containing 0.558 acres of land, more or less.

iAX I.D. 25-35-103-036 pt

 <p>DTE Energy DTE Electric Company CENTRAL DESIGN SURVEYING SERVICES 545 SERVICE BUILDING</p>	<p>MAP AND DESCRIPTION OF I.T.C. EQUIPMENT EASEMENT ON DTE ENERGY'S HILTON ROAD SUBSTATION, PART OF LOT 43, FERN OAKS SUB'DN., CITY OF FERNDALE, OAKLAND CO., MI</p>		<p>SHEET 2 OF 2</p>
	<p>HILTON ROAD SUBSTATION</p>		<p>JOB NUMBER 201611192</p>
<p>SCALE 1 INCH = N.A. FEET</p>	<p>DRAWN BY C. ZBOCH</p>	<p>SURVEY ENGINEER G.D. STEPHENS</p>	<p>DATE OF DRAWING 1/26/2017</p>
			<p>DRAWING NO. SE 1457-003</p>

RIGHT OF USE AGREEMENT

THIS RIGHT OF USE AGREEMENT (the "Agreement") is made as of this ~~16th~~^{18th} day of ~~May~~^{May}, 2014, by and between the **DTE ELECTRIC COMPANY**, a Michigan corporation, of One Energy Plaza, 1821 WCB, Detroit, Michigan 48226 ("DTE"), and **AMERICAN TOWER ASSET SUB, LLC**, a Delaware limited liability company with an address of 10 Presidential Way, Woburn, Massachusetts 01801 ("ATC"),

WITNESSETH:

The following is a recital of the facts underlying the execution of this Agreement:

WHEREAS, DTE is the owner of certain real property located in the City of Ferndale (the "City"), Oakland County, Michigan, commonly known as 988 East Saratoga, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Powerfone, Inc. ("Powerfone") received an easement for ingress and egress over the Property pursuant to that certain Grant of Easement dated September 22, 1994 and recorded in Liber 18704, Page 057 Oakland County Register of Deeds (the "Easement").

WHEREAS, the Easement encumbers the western boundary of the Property as more particularly depicted on Exhibit B attached hereto (the "Easement Area").

WHEREAS ATC is the successor in interest to Powerfone with respect to the Easement.

WHEREAS, DTE intends to construct an electrical substation on the Property and DTE and its assigns will require ingress and egress to and from that substation which ingress and egress will be in approximately the same location as the Easement Area; and

WHEREAS, ATC desires to provide DTE with the right to encroach into the Easement Area, subject to the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I. GRANT OF EASEMENTS

Section 1.1 Easement for Ingress and Egress. ATC hereby consents to DTE and its assigns using the Easement Area for vehicular and pedestrian ingress and egress. ATC also consents to DTE paving the Easement Area for such purposes if deemed necessary by DTE. DTE's use of the Easement Area shall be subject to ATC's right to fully use the Easement Area for all of ATC's rights under the Easement and the terms and conditions contained herein. ATC does not by this Agreement subordinate any rights it has in the Easement Area to any use which DTE shall make of the Property. DTE acknowledges that by ATC's consent to DTE's use of the Easement Area, ATC is making no representations or warranties regarding the existence or non-existence of any third parties claiming a right, title or interest in the Easement Area.

Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate ATC's Easement. DTE shall use the Easement Area in such a manner as not to unreasonably interfere with the rights of ATC. If DTE paves the Easement Area, DTE shall be solely responsible for the maintenance and repair of such pavement except in the event of the gross negligence or willful misconduct by ATC, its invitees, licensees, contractors, agents, officers or employees.

Section 1.2 Consent. ATC hereby consents to DTE, its contractors, subcontractors, agents, employees, successors, and assigns using the Easement Area to repair, replace, alter, maintain, or remove the ingress and egress path, and any other items related to it and to enter upon the Property and Easement Area with workmen, materials and equipment, to the extent permitted by the terms and conditions of this Agreement and to the extent necessary to effect such repair, replacement, alteration, maintenance or removal: DTE shall cause all maintenance and repairs to be performed and completed in a good, workmanlike, lien-free manner and in such a manner as to minimize any and all interference with the rights of ATC, provided, however, if the need for any such repairs was caused solely by ATC and in such event ATC shall perform the maintenance and repair work.

Section 1.3 Indemnification. DTE, its heirs, grantees, successors, and assigns will hold harmless, indemnify, and defend ATC from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person and any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of DTE, or DTE's principals, employees, invitees, agents or independent contractors; or (B) any breach of any representation or warranty made by DTE in this Agreement.

ARTICLE II. ALTERATIONS, ADDITIONS OR IMPROVEMENTS

Section 2.1 Alterations, Additions or Improvements. DTE shall not make any material alterations, additions or improvements to the Easement Area without the prior written approval of ATC, which approval shall not be unreasonably withheld, delayed or conditioned. ATC hereby consents to DTE paving the Easement Area, subject to ATC's final approval of the

construction schedule to ensure that the proposed work is done in such a manner as minimize any and all interference with the rights of ATC.

ARTICLE III. GENERAL PROVISIONS

Section 3.1 Waste and Nuisance. DTE shall not willfully commit or suffer or permit waste to be committed upon the Easement Area or suffer or permit any act to occur in the Easement Area which would constitute a nuisance.

Section 3.2 Captions. The captions and Section numbers appearing in this Agreement are inserted for convenient reference only and in no way define, limit, construe or describe the scope or intent of the substantive provisions of this Agreement.

Section 3.3 Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between ATC and DTE concerning the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. No amendment, modification, addition or deletion to or of this Agreement shall be effective unless reduced to writing and signed by each of the parties hereto.

Section 3.4 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

Section 3.5 Binding Effect. The covenants, conditions, rights and obligations of the parties hereto as set forth herein shall be binding upon and inure to the benefit of the parties hereto; their successors and assigns, and the covenants, conditions, rights and obligations set forth herein shall run with the land.

Section 3.6 Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time and to any extent, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid, illegal or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 3.7 Notice. All notices permitted or required by the terms of this Agreement shall be in writing and shall be personally delivered or delivered by registered or certified mail, postage prepaid, return receipt requested, or by courier, addressed as set forth below:

IF TO ATC:

American Tower Asset Sub, LLC
10 Presidential Way
Woburn, MA 01801
Attention: Land Management

IF TO DTE:

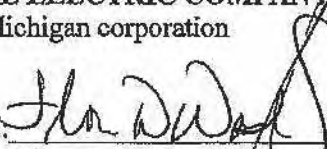
One Energy Plaza, 1821 WCB
Detroit, Michigan 48226
Attention: Florence Washington

Section 3.8 Force Majeure. In the event a party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of any strike, lockout, labor dispute, labor shortage, inability to procure material, or any act of God, fire, earthquake, riot, insurrection or war, not the fault of such party, then performance of such act shall be suspended for the period of the delay, hindrance or prevention and the period for the performance of such act shall be extended for a period equivalent to the period of such delay, hindrance or prevention. Notwithstanding the foregoing, neither financial inability nor the failure to appropriate or allocate funds shall excuse a party from performing its obligations under this Agreement.

[Remainder of page intentionally left blank; Signatures appear on following page]

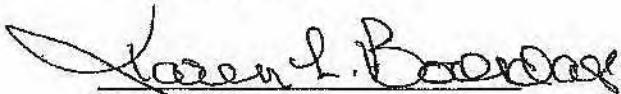
DTE:

DTE ELECTRIC COMPANY,
a Michigan corporation

BY: 
Florence D. Washington
ITS: Supervisor - Corporate Real Estate

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

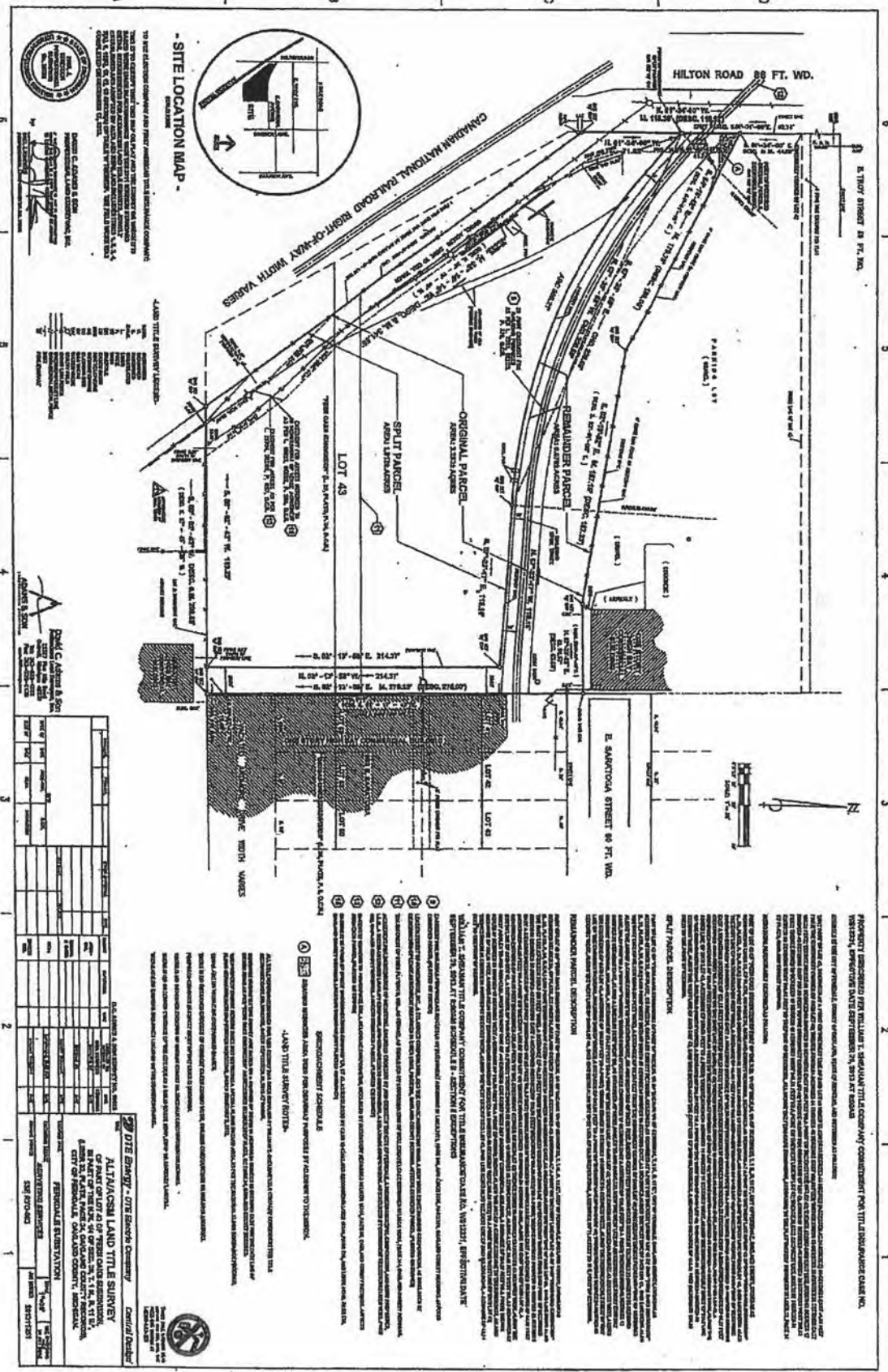
The foregoing instrument was acknowledged before me this 16 day of May 2014, by Florence D. Washington, the Supervisor of the DTE Electric Company, a Michigan corporation on behalf of said corporation.


Notary Public
Wayne County, Michigan
My Commission Expires: 3.19.17
Acting in Wayne County, Michigan

DRAFTED BY AND WHEN RECORDED RETURN TO:

Gary A. Kravitz
Lewis & Munday, P.C.
2490 First National Building
Detroit, Michigan 48226

EXHIBIT A
PROPERTY



- SITE LOCATION MAP -

THIS SITE LOCATION MAP WAS PREPARED BY THE SURVEYOR'S OFFICE OF THE DISTRICT OF COLUMBIA, UNDER THE SUPERVISION OF THE DISTRICT ENGINEER OF THE DISTRICT OF COLUMBIA, AND IS A PART OF THE RECORD MAP NO. 10,000, AS AMENDED BY RECORD MAP NO. 10,001, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DISTRICT ENGINEER'S OFFICE. THE DISTRICT ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

DAVID L. ADAMS & SON
 DISTRICT ENGINEER OF THE DISTRICT OF COLUMBIA
 1100 K STREET, N.W., WASHINGTON, D.C. 20004

LAND TITLE SURVEY LICENSE

NO. 10000
 DISTRICT OF COLUMBIA
 1100 K STREET, N.W., WASHINGTON, D.C. 20004

DAVID L. ADAMS & SON
 DISTRICT ENGINEER OF THE DISTRICT OF COLUMBIA
 1100 K STREET, N.W., WASHINGTON, D.C. 20004

NO.	DESCRIPTION	ACRES	REMARKS
1	LOT 43	0.12	...
2	LOT 44	0.12	...
3	LOT 45	0.12	...
4	LOT 46	0.12	...
5	LOT 47	0.12	...
6	LOT 48	0.12	...
7	LOT 49	0.12	...

PROPOSED SCHEDULE

1. The proposed schedule is for the construction of a new building on the site.

2. The proposed schedule is for the construction of a new building on the site.

3. The proposed schedule is for the construction of a new building on the site.

4. The proposed schedule is for the construction of a new building on the site.

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30. The proposed schedule is for the construction of a new building on the site.

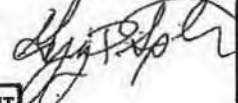

EXHIBIT B
EASEMENT AREA DEPICTION

SPLIT PARCEL (SUBSTATION SITE)

That part of Lot 43, FERN OAKS SUBDIVISION of part of the Northwest 1/4 of the Northwest 1/4 of Section 35, Town 1 North, Range 11 East, Village of Ferndale (now City of Ferndale) and Royal Oak Township, Oakland County, Michigan, as recorded in Liber 33 of Plats, Page 34, Oakland County Records, described as beginning at a point on the West line of said Lot 43 also being the East line of Hilton Road (86 feet wide), South 01°34'00" East, 87.74 feet from the Northwest corner of Lot 43 to the POINT OF BEGINNING; thence along the arc of a curve to the left 305.21 feet, having a radius of 425.00 feet and a chord bearing and distance of South 67°35'58" East, 298.69 feet; thence South 87°23'17" East, 118.16 feet; thence South 02°13'58" East, 214.37 feet to a point on the South line of Lot 43; thence along the South line of said Lot 43, South 88°02'43" West, 189.29 feet; thence along the Northeastery Right of Way line of the Canadian National Railroad (variable width), North 38°14'14" West, 341.56 feet to a point on the West line of said Lot 43; thence along the West line of said Lot 43 also being the East line of said Hilton Road (86 feet wide), North 01°34'00" West, 71.62 feet to the Point of Beginning. Containing 1.616 acres of land, more or less.

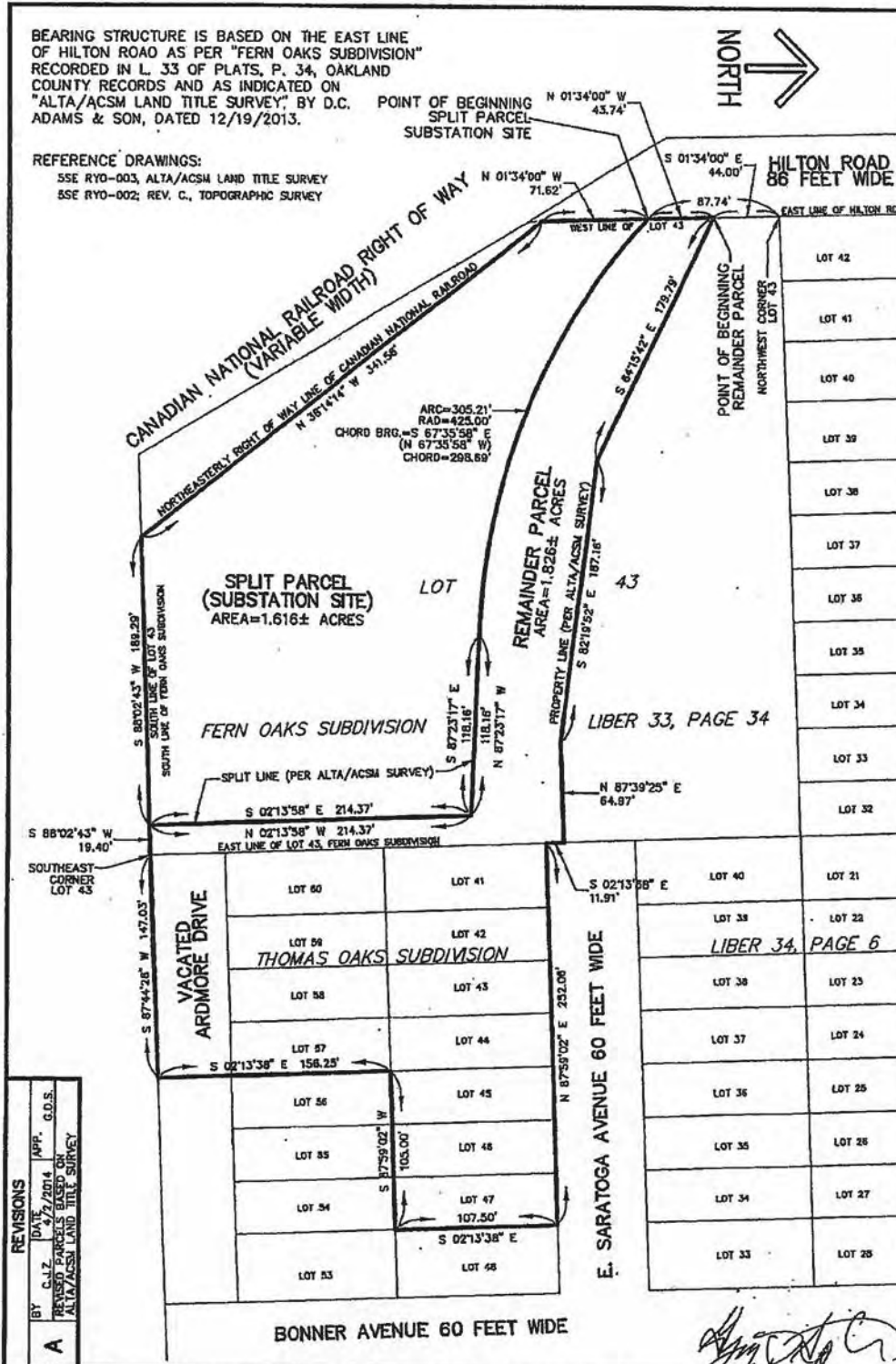
REMAINDER PARCEL

Lots 41 through 47, both inclusive, and Lots 57 through 60, both inclusive, and all of vacated Ardmore Drive adjacent to Lots 57 through 60, both inclusive, THOMAS OAKS SUBDIVISION of part of the Northwest 1/4 of the Northwest 1/4 of Section 35, Town 1 North, Range 11 East, Royal Oak Township, Oakland County, Michigan, as recorded in Liber 34 of Plats, Page 6, Oakland County Records, also, that part of Lot 43, FERN OAKS SUBDIVISION of part of the Northwest 1/4 of the Northwest 1/4 of Section 35, Town 1 North, Range 11 East, Village of Ferndale (now City of Ferndale) and Royal Oak Township, Oakland County, Michigan, as recorded in Liber 33 of Plats, Page 34, Oakland County Records, being more particularly described as beginning at a point on the West line of said Lot 43 also being the East line of Hilton Road (86 feet wide), South 01°34'00" East, 44.00 feet from the Northwest corner of Lot 43 to the POINT OF BEGINNING; thence South 64°15'42" East, 179.79 feet; thence South 82°19'52" East, 187.16 feet; thence North 87°39'25" East, 64.97 feet to a point of the East line of said Lot 43 of said FERN OAKS SUBDIVISION; thence along said East line of Lot 43, South 02°13'58" East, 11.91 feet to the Northwest corner of Lot 41 of said THOMAS OAKS SUBDIVISION; thence along the North line of Lots 41 through 47, both inclusive, of said THOMAS OAKS SUBDIVISION, also being the South line of E. Saratoga Avenue (50 feet wide), North 87°59'02" East, 252.86 feet to the Northeast corner of Lot 47 of said THOMAS OAKS SUBDIVISION; thence along the East line of said Lot 47, South 02°13'38" East, 107.50 feet to the Southeast corner of Lot 47; thence along the South line of Lots 45 through 47, both inclusive, of said THOMAS OAKS SUBDIVISION, South 87°59'02" West, 105.00 feet to the Southwest corner of Lot 45 also being the Northeast corner of Lot 57 of said THOMAS OAKS SUBDIVISION; thence along the East line of Lot 57 and its extension to the South line of vacated Ardmore Drive (variable width), South 02°13'38" East, 156.25 feet to a point on the South line of vacated Ardmore Drive (variable width), said line also being the South line of said THOMAS OAKS SUBDIVISION; thence along said South line, South 87°44'28" West, 147.03 feet to the Southeast corner of Lot 43, FERN OAKS SUBDIVISION, thence along the South line of said Lot 43, South 88°02'43" West, 19.40 feet, thence North 02°13'58" West, 214.37; thence North 87°23'17" West, 118.16 feet; thence along the arc of a curve to the right 305.21 feet, having a radius of 425.00 feet and a chord bearing and distance of North 67°35'58" West, 298.69 feet to a point on the West line of Lot 43; thence along the West line of said Lot 43 also being the East line of said Hilton Road (86 feet wide), North 01°34'00" West, 43.74 feet to the Point of Beginning. Containing 1.826 acres of land, more or less.

REVISIONS		
A	BY: C.J.Z. DATE: 4/2/2014 APP. G.D.S. REWISED PARCELS BASED ON ALTA/ACSM LAND TITLE SURVEY	
 Detroit Edison A DTE Energy Company CENTRAL DETROIT SURVEYING SERVICES 600 SERVICE BUILDING		MAP AND DESCRIPTIONS OF PARCEL SPLIT OF PART OF LOT 43, FERN OAKS SUBDIVISION, IN PART OF THE NW 1/4 OF SEC. 35, T. 1 N., R. 11 E., ROYAL OAK TWP., OAKLAND CO., MI FERNDALE SITE, CITY OF FERNDALE
SCALE 1 INCH = N.A. FEET		SHEET 2 OF 2 JOB NUMBER 201204158
DESIGN BY C. ZBOCH		SURVEY ENGINEER G.D. STEPHENS
DATE OF DRAWING 4/30/2012		DRAWING NO. SE RYO-004

BEARING STRUCTURE IS BASED ON THE EAST LINE OF HILTON ROAD AS PER "FERN OAKS SUBDIVISION" RECORDED IN L. 33 OF PLATS, P. 34, OAKLAND COUNTY RECORDS AND AS INDICATED ON "ALTA/ACSM LAND TITLE SURVEY", BY D.C. ADAMS & SON, DATED 12/19/2013.

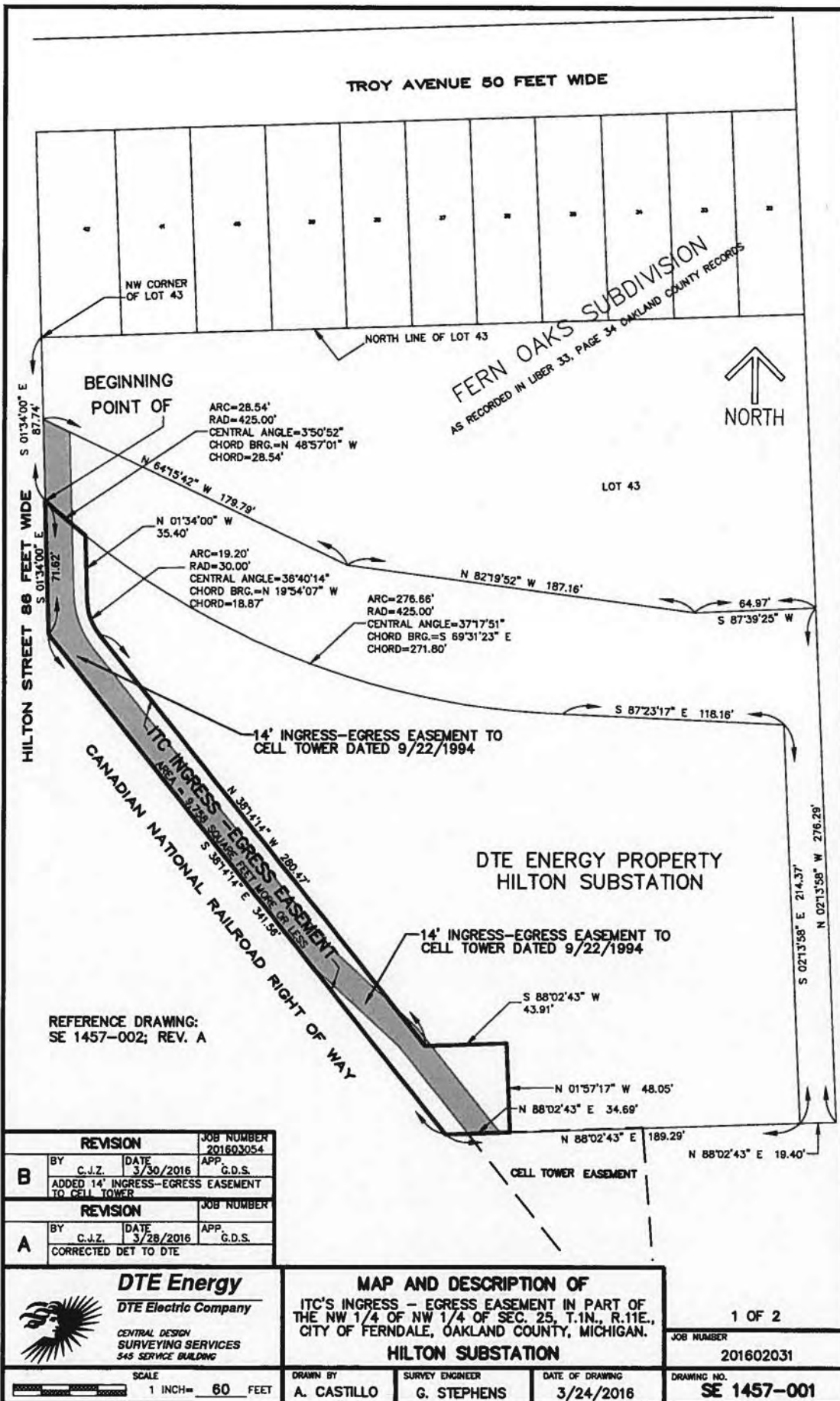
REFERENCE DRAWINGS:
 SSE RYO-003, ALTA/ACSM LAND TITLE SURVEY
 SSE RYO-002; REV. C., TOPOGRAPHIC SURVEY



REVISIONS	
BY	DATE
A	4/7/2014
G.D.S. PREPARED AND BASED ON ALTA/ACSM LAND TITLE SURVEY	

<p>Detroit Edison A DTE Energy Company</p> <p>CENTRAL DESIGN SURVEYING SERVICES 560 SERVICE BUILDING</p>	<p>MAP AND DESCRIPTIONS OF PARCEL SPLIT OF PART OF LOT 43, FERN OAKS SUBDIVISION, IN PART OF THE NW 1/4 OF SEC. 35, T. 1 N., R. 11 E., ROYAL OAK TWP., OAKLAND CO., MI</p> <p>FERNDAL SITE, CITY OF FERNDAL</p>		<p>SHEET 1 OF 2</p>
	<p>SCALE: 1 INCH = 80 FEET</p>		<p>JOB NUMBER: 201204158</p>
<p>DRAWN BY: C. ZBOCH</p>	<p>SURVEY ENGINEER: G.D. STEPHENS</p>	<p>DATE OF DRAWING: 4/30/2012</p>	<p>DRAWING NO.: SE RYO-004</p>

TROY AVENUE 50 FEET WIDE



FERN OAKS SUBDIVISION
AS RECORDED IN LIBER 33, PAGE 34 OAKLAND COUNTY RECORDS



REFERENCE DRAWING:
SE 1457-002; REV. A

REVISION				JOB NUMBER
B	BY C.J.Z.	DATE 3/30/2016	APP. G.D.S.	201602054
ADDED 14' INGRESS-EGRESS EASEMENT TO CELL TOWER				
REVISION				JOB NUMBER
A	BY C.J.Z.	DATE 3/28/2016	APP. G.D.S.	
CORRECTED DET TO DTE				

DTE Energy
DTE Electric Company
CENTRAL DESIGN SURVEYING SERVICES
345 SERVICE BUILDING

MAP AND DESCRIPTION OF
ITC'S INGRESS - EGRESS EASEMENT IN PART OF THE NW 1/4 OF NW 1/4 OF SEC. 25, T.1N., R.11E., CITY OF FERNDALE, OAKLAND COUNTY, MICHIGAN.
HILTON SUBSTATION

1 OF 2
JOB NUMBER
201602031

SCALE
1 INCH = 60 FEET

DRAWN BY
A. CASTILLO
SURVEY ENGINEER
G. STEPHENS
DATE OF DRAWING
3/24/2016

DRAWING NO.
SE 1457-001

Ingress and Egress easement for ITC's use.

A ingress and egress easement in part of Lot 43 of Fern Oaks Subdivision in the NW 1/4 of the NW 1/4 of Section 25, T.1N., R.11E., in the City of Ferndale, Oakland County Michigan, more particularly described as commencing at the NW Corner of Lot 43 of Fern Oak Subdivision, recorded in Liber 33, page 34 of Plats, Oakland County Records; thence South 01°34'00" East, 87.74 feet along the West Line of said Lot 43, also being the East Right of Way line of Hilton Street, 86 feet wide, to the POINT OF BEGINNING; thence continuing along the said East Right of Way Line of Hilton Street South 01°34'00" East, 71.62 feet to the easterly Right of Way line of Canadian National Railroad Right of Way; thence South 38°14'14" East, 341.56 feet; thence North 88°02'43" East, 34.69 feet; thence North 01°57'17" West 48.05 feet; thence South 88°02'43" West, 43.91 feet; thence North 34°14'14" West, 280.47 feet; thence along a curve to the right, an Arc distance of 19.20 feet, said curve is defined by a Radius of 30.00 feet, a Central Angle of 36°40'14", and a Chord bearing and distance of North 19°54'07" West, 18.87 feet, thence North 01°34'00" West, 35.40 feet to the North Line of Hilton Substation property; thence along a curve to the right, an Arc distance of 28.54 feet, said curve is defined by a Radius of 425.00 feet, a Central Angle of 03°50'52", and a Chord bearing and distance of North 48°57'01" West, 28.54 feet to the Point of Beginning. Containing 9,758 square feet of land, more or less.

REVISION			JOB NUMBER
B	BY C.J.Z.	DATE 3/30/2016	APP. G.D.S.
ADDED 14' INGRESS-EGRESS EASEMENT TO CELL TOWER			
REVISION			JOB NUMBER
A	BY C.J.Z.	DATE 3/28/2016	APP. G.D.S.
CORRECTED DET TO DTE			



DTE Energy
DTE Electric Company
CENTRAL DESIGN
SURVEYING SERVICES
545 SERVICE BUILDING

MAP AND DESCRIPTION OF
ITC'S INGRESS - EGRESS EASEMENT IN PART OF
THE NW 1/4 OF NW 1/4 OF SEC. 25, T.1N., R.11E.,
CITY OF FERNDALE, OAKLAND COUNTY, MICHIGAN.
HILTON SUBSTATION

2 OF 2

JOB NUMBER
201602031

SCALE
1 INCH = N/A FEET

DRAWN BY A. CASTILLO	SURVEY ENGINEER G. STEPHENS	DATE OF DRAWING 3/24/2016
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DRAWING NO.
SE 1457-001