



Real Estate Department

Project Name: Durant Substation
Business Unit: ITCT

Date: June 4, 2015
To: Records Center
From: Barbara A. Mention *fam*
Real Estate
Subject: Easement-Section 7 and 18, Milford Township, Oakland County, Michigan. Parcel ID: (See Attached Exhibit-General Motors Proving Grounds)

Attached are papers related to the acquisition of a Substation and Electric Transmission Line Easement dated April 14, 2015 to International Transmission Company from General Motors LLC, whose address is 300 Renaissance Center, Detroit, Michigan 48265.

There was no easement consideration.

The easement was negotiated by Patricia Murphy, Counsel for ITC.

Please incorporate into Right of Way File No. T73170 and cross reference T73171.

Attachment (s)

CC: J. Kehoe
A. Murray
J. Robach
J. Sutton
G. Wilson

2015R-014863

RECORDED ON

05/14/2015 10:24:50 AM

SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 70.00

REMON: 4.00

PAGES: 21

89687

LIBER 48131 PAGE 265

\$70.00 MISC RECORDING

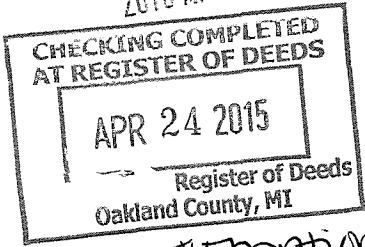
\$4.00 REMONUMENTATION

04/30/2015 02:45:57 P.M. RECEIPT# 49199

PAID RECORDED - OAKLAND COUNTY

LISA BROWN, CLERK/REGISTER OF DEEDS

2015 APR 23 PM 4:15



EXEMPTION PURSUANT TO MCL 207.626(a) + MCL 207.505(a)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is made this 14th day of April, 2015, between GENERAL MOTORS LLC, a Delaware limited liability company ("Grantor"), whose address is c/o Real Estate, 300 Renaissance Center, MC 482-C19-GRE, Detroit, MI 48265, Attn.: Global Director of Real Estate, and INTERNATIONAL TRANSMISSION COMPANY, d/b/a ITCTransmission, a Michigan corporation ("Grantee"), whose address is c/o ITC Holdings Corp., 27175 Energy Way, Novi, MI 48377, Attn.: Real Estate Manager.



RECITALS:

A. Grantor is the owner of certain property known as the GM Milford Proving Grounds located at 3300 General Motors Road in Milford, Michigan 48380 (the "Property").

B. Pursuant to a Partial Assignment of Easement Rights dated February 19, 2008 and recorded in Liber 40780 starting on Page 432 in Oakland County, Michigan, Grantee was partially assigned an easement originally granted by Grantor, as assignee of Motors Liquidation Company f/k/a General Motors Corporation, in favor of The Detroit Edison Company ("DTE") along the eastern side of the Property generally adjacent to Hickory Ridge Road, as set forth in the Easement for General Purpose Electric Substation and Electric Lines dated April 3, 1998 and recorded with the Oakland County Register of Deeds in Liber 20309 Pages 174 - 188 (the "Existing ITC Easement").

C. Grantor granted an easement to The Detroit Edison Company pursuant to the Easement Agreement dated October 26, 2006 and recorded with the Oakland County Register of Deeds in Liber 40345 Pages 257-269 (the "DTE Substation Easement") to construct, operate, maintain, repair, inspect, replace, improve and remove an industrial electric substation (the "Durant Substation") over a portion of the Property.

D. In conjunction with the DTE Substation Easement, Grantee desires that it be granted an easement over (i) the Durant Substation for the purposes described herein, and (ii) a portion of the Property for the transmission lines associated with the Durant Substation (the "Durant Transmission Lines"). In addition, Grantee desires that it be granted an easement over a portion of the Property along Commerce Road for the transmission lines that generally run along the northern part of the Property (the "Commerce Road Transmission Lines"). Grantee constructed the Durant Transmission Lines and the Commerce Road Transmission Lines, and installed its equipment in the Durant Substation in 2008.

E. Grantor is willing to provide Grantee with the easements pursuant to the terms of this Agreement.

Handwritten initials: RLP, R, 751

Handwritten note: OK - LG as per title source

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date (as defined below) the parties hereby agree as follows:

- (1) **GRANT:** Effective as of October 26, 2006 (the "Effective Date") and subject to the provisions in Section 2 below, Grantor hereby grants to Grantee the following easements:
 - (a) A permanent non-exclusive easement over the Durant Substation (the "ITC Substation Easement"), as set forth on Exhibit A-1 attached hereto (the "ITC Substation Easement Area"). The rights granted to Grantee under the ITC Substation Easement are subject to any and all rights given to DTE pursuant to the DTE Substation Easement.
 - (b) A permanent non-exclusive easement that is ninety (90) feet wide for the Durant Transmission Lines (the "Durant Transmission Lines Easement"), as set forth on Exhibit A-2 attached hereto (the "Durant Transmission Lines Easement Area"). For clarification purposes, the Durant Transmission Lines Easement begins at the facility referred to as the "Prizm Station" in the Existing ITC Easement, where the Existing ITC Easement ends, and continues on to the Durant Substation.
 - (c) A permanent non-exclusive easement that is ninety (90) feet wide for the Commerce Road Transmission Lines (the "Commerce Road Transmission Lines Easement", and together with the Durant Transmission Lines Easement, the "Transmission Lines Easements"), as set forth on Exhibit A-3 attached hereto (the "Commerce Road Transmission Lines Easement Area", and together with the Durant Transmission Lines Easement Area, the "Transmission Lines Easement Areas").
 - (d) A permanent non-exclusive easement that is thirty (30) feet wide (the "Vegetation Management Easements") on both sides of the Transmission Lines Easements, as set forth on Exhibits A-2 and A-3 attached hereto (the "Vegetation Management Easement Areas") for vegetation management purposes. The Vegetation Management Easements, the ITC Substation Easement and the Transmission Lines Easements are together, the "Easements". The Vegetation Management Easement Areas, the ITC Substation Easement Area and the Transmission Lines Easement Areas are together, the "Easement Areas".
- (2) **TERM:** The Easements run with the land and will bind and benefit Grantor's and Grantee's successors and assigns.
- (3) **BUILDINGS OR OTHER PERMANENT STRUCTURES:** Grantor will not install, construct or permit any buildings or other above-ground structures within the Easement Areas, with the exception of any such structures existing at the time of execution of this Agreement, without Grantee's prior written consent.
- (4) **PUBLIC RECORDS:** The Easements are subject to any and all matters of record and those matters which a personal inspection of the Property would reveal. GRANTEE ACCEPTS THE EASEMENTS AND EASEMENT AREAS "AS IS". GRANTEE ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANY OF GRANTOR'S AFFILIATES (AS HEREINAFTER DEFINED) HAS MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR

IMPLIED, WITH RESPECT TO ANY OF THE PROPERTY, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (I) FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (II) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (III) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (IV) COMPLIANCE WITH LAWS, (V) LOCATION, (VI) USE, (VII) OPERATION, OR (VIII) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE (AS HEREINAFTER DEFINED); AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT THE EASEMENT AREAS ARE SATISFACTORY TO IT FOR ALL USES CONTEMPLATED BY THIS AGREEMENT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE PROPERTY OF ANY NATURE, WHETHER LATENT OR PATENT (OTHER THAN A DEFECT OR DEFICIENCY CAUSED BY GRANTOR), GRANTOR WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GRANTOR WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. GRANTEE RELEASES AND DISCHARGES GRANTOR FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT GRANTEE MAY NOW HAVE OR HEREAFTER HAVE AGAINST GRANTOR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, BUT EXCLUDING ANY CLAIMS DUE TO GRANTOR'S NEGLIGENCE OR FROM CLAIMS ARISING FROM THE RELEASE OF HAZARDOUS SUBSTANCES ON THE PROPERTY PRIOR TO GRANTEE'S USE OF THE PROPERTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN WAIVES, RELEASES, OR DISCHARGES GRANTEE FROM ITS DUE CARE OBLIGATIONS UNDER LAW REGARDING ANY SUCH HAZARDOUS SUBSTANCES. GRANTEE'S WAIVER OBLIGATION HEREUNDER WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- (5) **REPAIR AND REPLACEMENTS:** Grantee will repair all damage to the Property, including, without limitation, the repair or replacement of all fences, gates, utility lines, driveways, parking areas, ditches, drains, and landscaping damaged or destroyed as a result of any construction, operation or maintenance performed by or on behalf of Grantee relating to the Easements granted herein and the use of the Easements for the purposes set forth herein.
- (6) **PERMITTED USE AND ACCESS:** The Easements granted hereunder are solely to construct, reconstruct, install, modify, operate, maintain, repair, inspect, replace, improve, upgrade and remove (a) all buildings, fixtures, appurtenances, and equipment related to Grantee's electric substation facilities within the ITC Substation Easement Area, including, but not limited to, internal telecommunication lines, control houses, fences, walls, transmission lines, poles, towers, wires, anchors, switches, transformers and other equipment necessary for the transformation, switching and transmission of electricity, and (b) the transmission lines, and any and all related accessories and fixtures necessary for transmitting electricity and internal communication facilities and other related purposes, including, but not limited to poles, towers, crossarms, insulators, wires, guy wires, anchors, switches, transformers and capacitors associated with (i) the Durant Transmission Lines and (ii) the Commerce Road Transmission Lines. Grantee may, from time to time in order to maintain Grantee's facilities in a safe and reliable condition, trim, cut, remove, destroy, or otherwise control any or all trees, branches, roots, bushes and brush now or hereafter standing in the Easement Areas. The full exercise of these rights may be gradual and not fully completed for some time in the future and the failure to fully exercise these rights shall not be evidence of any abandonment by Grantee of the Easement Areas.

In the event Grantee needs to access the Easement Areas, Grantee shall first provide at least two (2) weeks prior notice to Grantor of such need and make appropriate arrangements for such access. Grantee shall only access the Easement Areas during the hours of 8:00 am to 3:00 pm, unless (i) Grantor agrees to permit access at other times, or (ii) in the case of an emergency. If Grantee requires emergency access between 3:00 pm and 8:00 am, Grantee will first contact Grantor by calling plant security at (248) 685-5148. At any time that Grantee is on the Property, Grantor may require that Grantee be escorted and overseen by one of Grantor's employees. Grantee will be entitled to access the Easement Areas through the main gate to the Property or any other access point that Grantor permits in Grantor's sole discretion; provided that while on the Property. Grantee will remain on paved roads and driveways to the extent possible, will use reasonable efforts to minimize the interruption of Grantor's business, will observe all Property rules and regulations conveyed to Grantee in writing, including, without limitation, all security and traffic requirements, and will repair or replace any damage caused by Grantee's accessing the Property. No tailgating, cooking, loitering, firearms, weapons, cameras or cellphones with cameras of any kind will be permitted on the Property.

- (7) **COMPLIANCE WITH GRANTOR RULES:** Grantee shall at all times comply, and shall cause all of its employees, agents, suppliers, contractors, vendors, representatives, and invitees to comply, with rules, regulations, guidelines, procedures, protocols, directives, and the like established from time to time by Grantor relating to the Property or portions thereof (collectively "Rules and Regulations"). By way of example, and not in limitation of the foregoing, Grantee shall at all times comply with all Rules and Regulations relating to trash removal, personal and physical security, data security, and materials handling, and the current Due Care Plan for the Property ("Due Care Plan"). Grantee hereby acknowledges that it has received copies of the Rules and Regulations and other documents, plans, etc. identified on Exhibit B attached hereto.
- (8) **SUPERVISION:** Grantee will be solely responsible during the term of this Agreement for all work performed in connection with its access to and use of the Easement Areas, and Grantee will take all reasonable precautions, including, but not limited to, the posting of signs and/or the placing of temporary fencing and barricades as are necessary in the interest of public safety and for the safety of any persons working on or traveling upon or in any way using the Easement Areas or land adjacent thereto. Grantee will also be responsible for and take all reasonable precautions for the protection of all persons using the Easement Areas and of real and personal property situated on the perimeter adjacent to or abutting the Easement Areas. Prior to commencing any work not related to routine maintenance in the Transmission Lines Easement Areas that does not require regulatory approval, Grantee shall provide all of the plans and specifications for such work to Grantor for Grantor's approval, which approval will not be unreasonably withheld, conditioned or delayed.
- (9) **CONFORMITY WITH LAW:** Grantee's use of the Easement Areas, including, without limitation, all construction, operations, inspections, repairs, and maintenance conducted by Grantee on the Easement Areas will be in conformity with safe practices and will at all times be in compliance with all local, state, and federal laws, statutes, rules, and regulations pertaining thereto. Grantee shall be solely responsible for obtaining and maintaining any and all permits or other licenses required for Grantee to use the Easement Area for the Permitted Use. Grantee acknowledges and agrees that any and all soil and/or debris management and surface water and/or groundwater management required or necessary because of excavation, construction or soil disturbance related to Grantee's use of the Easement Areas, is the sole obligation and liability of Grantee; provided, however, in the event Grantee identifies the presence, or the potential presence, of any Hazardous Substances in or about the Easement Areas or Property during the development of

the Easement Areas, Grantee will immediately cease such excavation, construction or improvement activity and will promptly notify Grantor. Thereafter, any further activity at the impacted area will commence only upon the agreement of Grantor and, after having taken into consideration whether any corrective action, if any, may be necessary.

- (10) **INSURANCE:** Throughout the term of this Agreement, Grantee will obtain and maintain, at Grantee's sole cost and expense, and keep in force for the benefit of Grantee, with Grantor named as an additional insured, insurance policies providing the following coverages:
- (a) A policy of commercial general public liability insurance, protecting and indemnifying Grantor and Grantee against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the Easement Areas, and all other areas adjacent to the Easement Areas, with such policy to be in the minimum amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence, for personal injury and property damage;
 - (b) Worker's compensation insurance having such limits, and containing such terms and conditions as are required under applicable law;
 - (c) A policy of business automobile liability insurance, including, owned, non-owned, and hired automobile insurance with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence combined single limit for bodily injury and property damage
 - (d) Excess liability of Five Million Dollars (\$5,000,000) per occurrence and aggregate;
 - (e) Such other insurance, in such amounts and in such form as may reasonably be required by Grantor from time to time during the term of this Agreement.

Grantee shall require its contractors to obtain and maintain the above policies; provided however that the limits of liability of such policies shall be as follows: (a) general public liability insurance – Two Million Dollars (\$2,000,000) per occurrence, (b) business automobile liability insurance - One Million Dollars (\$1,000,000) per occurrence, and (c) excess liability insurance – Five Million Dollars (\$5,000,000) per occurrence and aggregate; and provided further that Grantee may waive the limits of liability for any of the foregoing for any of its contractors upon a determination by Grantee that it is not practicable for such contractor to purchase such limits.

All insurance policies required to be procured and maintained hereunder will (i) be issued by financially responsible insurance companies acceptable to Grantor; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Grantor may carry; (iii) with the exception of worker's compensation insurance, insure and name Grantor, as an additional insured as its interests may appear; and (iv) contain an express waiver of any right of subrogation by the insurance company against Grantor and its agents and employees. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, will be deemed to limit or restrict in any way the liability of Grantee (or its employees, agents or contractors) arising under or out of this Agreement. On or before the execution of this Agreement by the parties herein, Grantee will deliver to Grantor certificates of insurance evidencing all of the coverages required hereunder. Each insurance policy with the exception of worker's compensation insurance (and any renewal or extension thereof) required to be carried hereunder will provide that, unless Grantor will first have been given thirty (30) days prior

written notice, (i) such insurance policy will not be canceled and will continue in full force and effect; (ii) the insurance carrier will not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy (which changes will also require Grantor's prior written approval). In the alternative, Grantee may satisfy the requirements of this Section 10 by providing to Grantor, in writing, Grantee's commitment to be self-insured and responsible to the same extent as if it had insurance policy(s) required by this Section 10.

Grantee will not do or permit to be done any act or thing upon the Easement Areas that will invalidate or be in conflict with any insurance policies covering the same. Grantee will promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and will not do or permit anything to be done in or about the Easement Areas which will increase the rate of insurance on the Property.

(11) **INDEMNIFICATION:** Grantee will defend, indemnify, protect, and save harmless Grantor, its Affiliates (as defined below), and their respective members, partners, venturers, stockholders, directors, officers, employees, agents, spouses, legal representatives, successors and assigns (together, the "Grantor Parties") from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in any way connected with the Easements granted hereunder for the Easement Areas or any portion thereof; (ii) arise from or are in any way connected with any act or omission of Grantee or Grantee's agents, employees, contractors, subcontractors or invitees; (iii) result from any default of this Agreement or any provision hereof by Grantee; (iv) result from the presence of Grantee's property or equipment on the Easement Areas; (v) result from injury to person or property or loss of life sustained in or about the Easement Areas, or (vi) relate to any violation by Grantee of any environmental law or the release of any Hazardous Substances at, in, on or under the Property as a result of Grantee's use of the Easement Areas, whether such claims are asserted or incurred during or after the term of this Agreement. Said indemnification shall not apply to any claim resulting from Grantor's negligence nor from claims resulting from the release of Hazardous Substances on the Property prior to Grantee's use of the Easement Areas, as long as Licensee has been in compliance with the Due Care Plan and has not exacerbated any existing Hazardous Substances in connection with any such claim. Grantee's obligations under this paragraph will survive the termination of this Agreement. "Affiliate" means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person will be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

(12) **WAIVER OF RESPONSIBILITY:** Neither Grantor nor the Grantor Parties will be liable for, and Grantee waives, all claims for loss or damage, economic or otherwise, to Grantee's business or damage to person or property sustained by Grantee or any person claiming by, through or under Grantee resulting from any accident or occurrence in, on or about the Property, or any part of the Easement Areas, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever, except to the extent caused by Grantor's gross negligence or willful misconduct. To the maximum extent permitted by law, Grantee will use and occupy the Easement Areas and such other portions of the Property as Grantee is herein given the right to use, at Grantee's own risk.

- (13) **HAZARDOUS SUBSTANCES AND PROHIBITED USE:** Grantee, its agents, employees and contractors will not at any time cause or permit any Hazardous Substances to be brought upon, kept, used or released in, on or about the Easement Areas or the Property in violation of any federal, state or local environmental law, rule, regulation or ordinance. “Hazardous Substances” are defined as any hazardous substances, hazardous wastes, or toxic substances, petroleum, petroleum byproducts, or derivatives, as those terms are defined and regulated under CERCLA, 42 U.S.C. 9601 *et seq.*, RCRA, 42 U.S.C. 6901 *et seq.*, TSCA, 15 U.S.C. 2601 *et seq.*, or any similar state statute, regulation or order. Grantee may store and use commercial products and materials containing Hazardous Substances if the commercial products or materials are commonly used in connection with Grantee’s use of the Easement Areas. Grantee will provide Grantor with a list of these products and materials before such products and materials are delivered to the Easement Areas and will not otherwise introduce or use any other Hazardous Substances on the Easement Areas or the Property without the prior written permission of Grantor, which approval will not be unreasonably withheld. Grantee will comply with all environmental laws and regulations and with Section 7 above and will take such other actions as may be reasonably required to protect the Easement Areas and the Property against environmental liabilities, including, without limitation, promptly cleaning up and/or remediating any spills or discharges of Hazardous Substances associated with its use of the Easement Area or the Property. Without limiting the foregoing, if the presence of any Hazardous Substances on or about the Easement Areas or the Property caused or permitted by Grantee after the Effective Date, results in any contamination of any portion thereof, Grantee will promptly take all actions at its sole cost as are necessary to return the Easement Areas or the Property to the condition existing prior to the introduction of any such Hazardous Substances, subject to obtaining Grantor’s prior written consent to the actions to be taken by Grantee, which consent may not be unreasonably withheld. The terms and provisions of this paragraph will survive the expiration of this Agreement. Grantee acknowledges that Grantor may need continued access to the Easement Areas during the term of this Agreement to investigate and remediate any environmental concerns on the Property. In such case, Grantor will exercise reasonable efforts to avoid unreasonably interfering with Grantee’s operations on the Easement Areas. Grantee will provide Grantor with reasonable access to the Easement Areas and with all reasonable cooperation in Grantor’s investigations and remediation, if any, including, without limitation, the prompt removal or relocation of vehicles on the Easement Areas. Notwithstanding the foregoing, in the event Grantee fails to fulfill any of its obligations or covenants herein related to Hazardous Substances, Grantor shall have the right to take any and all actions with respect to any such Hazardous Substances, including, without limitation, taking remedial or cleanup actions to address any spills or discharges not properly handled by Grantee, to Grantee's detriment and at Grantee's sole cost. In addition, Grantor shall have all of its rights and remedies at law or in equity, but in no event shall such occurrence result in the termination of this Agreement.
- (14) **WASTE OR NUISANCE:** Grantee will not commit or suffer to be committed any waste or nuisance upon the Easement Areas or the Property. Grantee will take such action as may be reasonably necessary to prevent or terminate any such waste or nuisance arising out of Grantee's use of the Easement Areas or the Property, including, without limitation, any waste or nuisance created by employees, agents, or contractors of Grantee.
- (15) **PROTECTION FROM LIENS:** Grantee will keep the Easement Areas and the Property and every part thereof free and clear of any and all liens and encumbrances for work performed by Grantee, or on Grantee's behalf, on the Easement Areas.

- (16) **TAXES:** Grantee will be responsible for and will pay, prior to delinquency, any and all taxes, assessments, levies, fees, and other governmental charges levied or assessed against or with respect to all personal property and equipment located or to be located on the Easement Areas.
- (17) **GOVERNING LAW:** This Agreement will be governed and construed in accordance with the laws of the state in which the Property is located and will not be modified, altered, or amended except in writing as agreed to by the parties hereto.
- (18) **NOTICES:** All notices or other communications provided for under this Agreement will be in writing, signed by the party giving the same, and will be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

If to Grantor: General Motors LLC
 c/o Real Estate
 300 Renaissance Center
 MC 482-C19-GRE
 Detroit, MI 48265
 Attention: Global Director of Real Estate

If to Grantee: ITC Holdings Corp.
 27175 Energy Way
 Novi, MI 48377
 Attention: Real Estate Manager

Each party will have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

- (19) **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which will be an original, but all of which will constitute one and the same agreement.
- (20) **REVIEW:** Grantee has had the opportunity to review this Agreement with its legal, tax, or other advisors. Grantee has carefully and fully read this Agreement and understands all of its rights and alternatives. In executing this Agreement, Grantee acknowledges that Grantee's decisions and actions are entirely voluntary and free from any mental, physical, or economic duress.
- (21) **ASSIGNMENT:** Grantee may assign this Agreement only upon prior written notice to Grantor, provided that no notice shall be required if such assignment is solely for collateral security purposes.
- (22) **TRANSFER TAXES:** This Agreement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from state real estate transfer tax pursuant to MCLA 207.526(f).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

GRANTOR

GENERAL MOTORS LLC, a Delaware limited liability company

By: Debra H. Hoge

Name: Debra Homic Hoge aka Debra H. Hoge
Global Director
Real Estate

Title: _____

GRANTEE

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

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

By: _____

Name: Christine Mason Soneral

Title: Vice President and General Counsel

Execution Recommended
Real Estate

By: [Signature]

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

GRANTOR

GENERAL MOTORS LLC, a Delaware limited liability company

By: _____

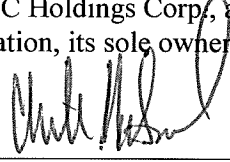
Name: _____

Title: _____

GRANTEE

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

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

By:  _____

Name: Christine Mason Soneral

Title: Vice President and General Counsel

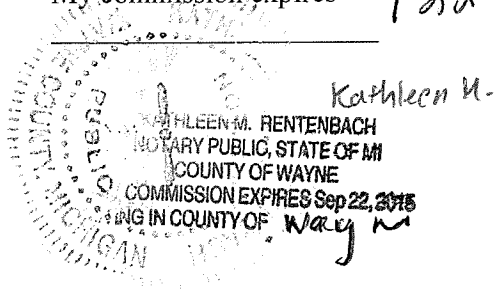
[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

This instrument was acknowledged before me on this 16th day of April 2015, by Debra H. Hoge *aka, as Director ** of General Motors LLC, a Delaware limited liability company, on behalf of the company.

Kathleen M. Rentenbach
Notary Public
Acting in the County of Wayne, MI

My commission expires 9-22-2015



STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

This instrument was acknowledged before me on this 14th day of April 2015, by Christine Mason Soneral, the Vice President and General Counsel of ITC Holdings Corp., a Michigan corporation, the sole owner of International Transmission Company, a Michigan corporation, on behalf of the corporation.

Laura J. McCray
Printed Name Laura J. McCray
Notary Public, Oakland County, MI
Acting in Oakland County, MI

LAURA J. MCCRAY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES JUL 30, 2021
ACTING IN COUNTY OF Oakland

My commission expires: 7/30/2021

Drafted by:

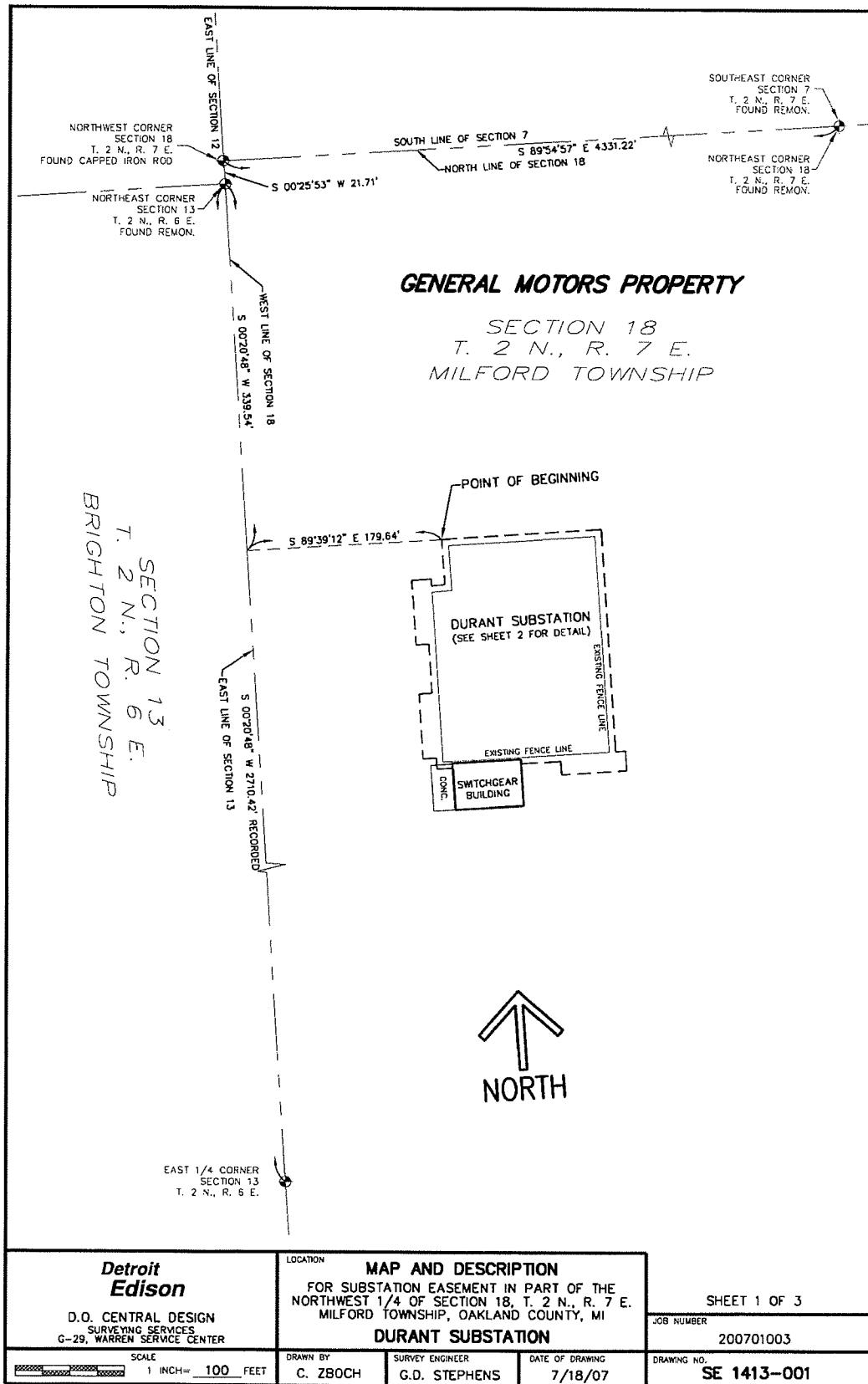
Kirsten J. Pederson, Esq.
Lowe, Fell & Skogg, LLC
1099 18th Street, Suite 2950
Denver, Colorado 80202

When recorded, return to:

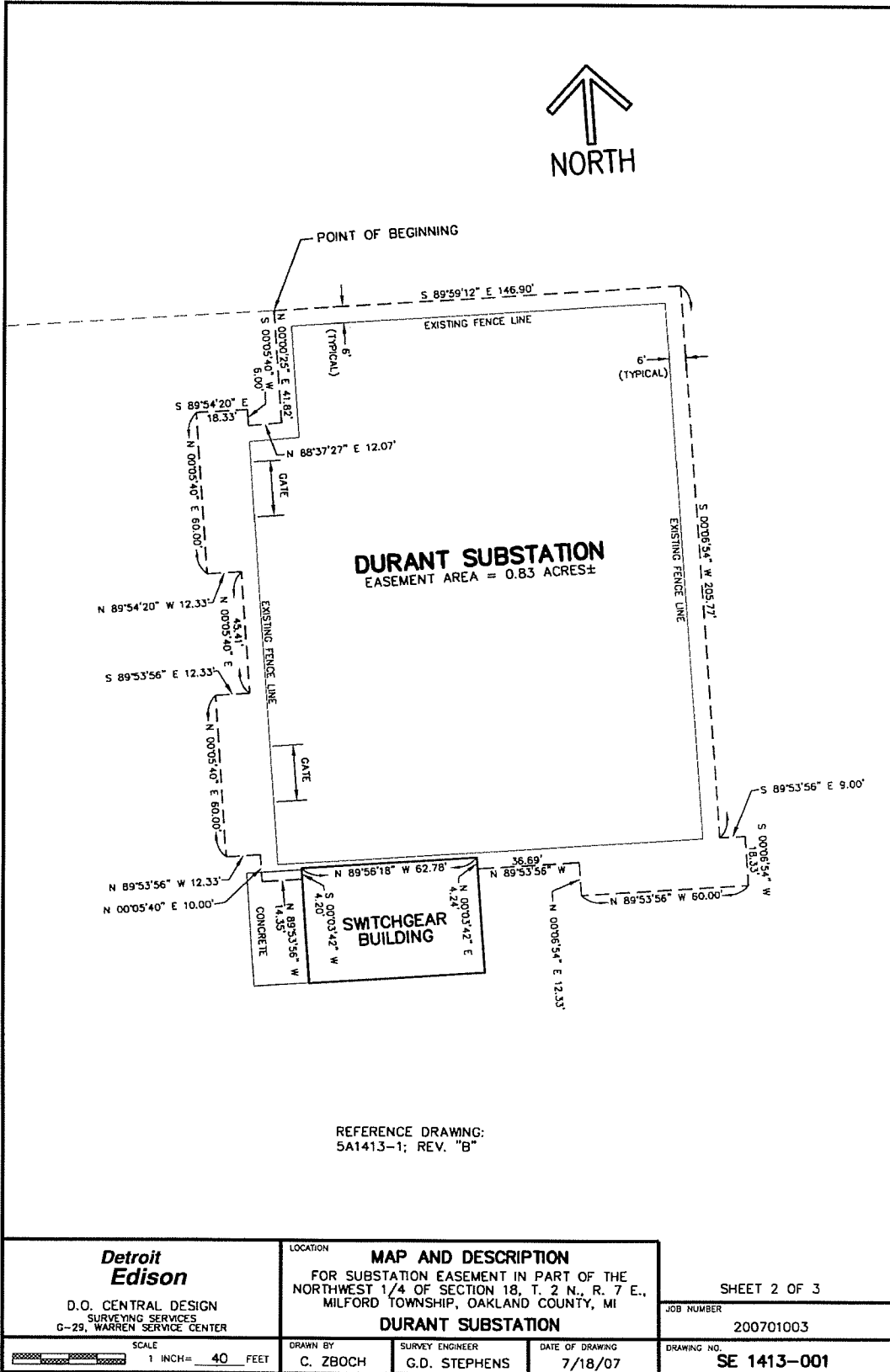
~~Etaine Clifford
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377~~

When Recorded Return To:
Title Source, Inc. - Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI #: 60290599TG

**EXHIBIT A-1
ITC SUBSTATION EASEMENT AREA**



**EXHIBIT A-1
ITC SUBSTATION EASEMENT AREA**



**EXHIBIT A-1
ITC SUBSTATION EASEMENT AREA**

DESCRIPTION

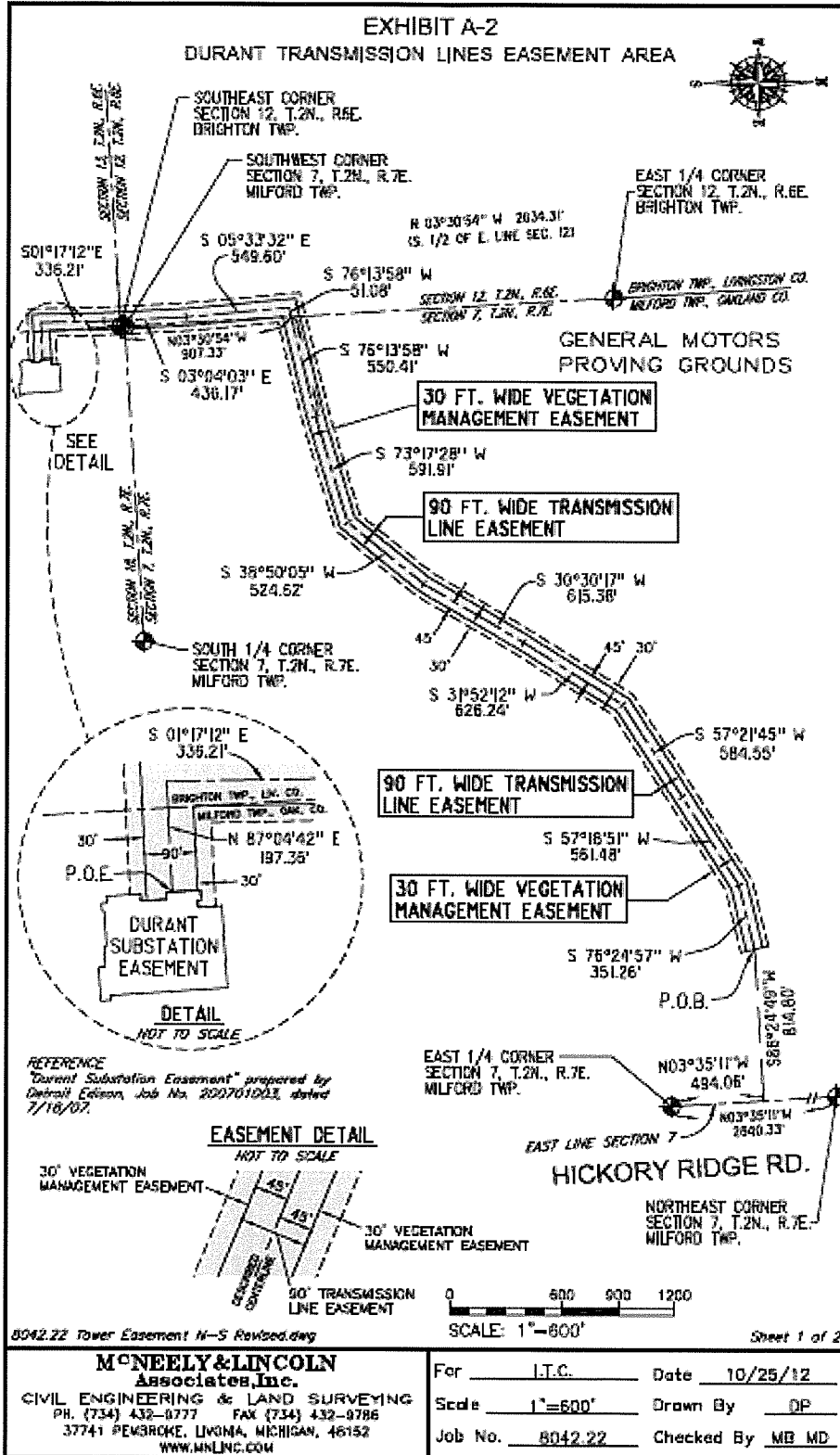
DURANT SUBSTATION

A parcel of land located in the Northwest 1/4 of Section 18, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan. Being described as follows: Commencing at the Northwest corner of said Section 18; thence South 00°25'53" West, 21.71 feet, along the West line of said Section 18 also being the East line of Section 12, Town 2 North, Range 6 East, Brighton Township, Livingston County, to the Northeast corner of Section 13, Brighton Township, Livingston County; thence South 00°20'48" West, 339.54 feet, along the West line of said Section 18 also being the East line of Section 13, Town 2 North, Range 6 East, Brighton Township, Livingston County; thence South 89°39'12" East, 179.64 feet, to the POINT OF BEGINNING; thence South 89°59'12" East, 146.90 feet; thence South 00°06'54" West, 205.77 feet; ; thence South 89°53'56" East, 9.00 feet; thence South 00°06'54" West, 18.33 feet; thence North 89°53'56" West, 60.00 feet; thence North 00°06'54" East, 12.33 feet; thence North 89°53'56" West, 36.69 feet; thence North 00°03'42" East, 4.24 feet, along the face of the Switchgear Building; thence North 89°56'18" West, 62.78 feet, along the face of the Switchgear Building; thence South 00°03'42" West, 4.20 feet, along the face of the Switchgear Building; thence North 89°53'56" West, 14.35 feet; thence North 00°05'40" East, 10.00 feet; thence North 89°53'56" West, 12.33 feet; thence North 00°05'40" East, 60.00 feet; thence South 89°53'56" East, 12.33 feet; thence North 00°05'40" East, 45.41 feet; thence North 89°54'20" West, 12.33 feet; thence North 00°05'40" East, 60.00 feet; thence South 89°54'20" East, 18.33 feet; thence South 00°05'40" West, 6.00 feet; thence North 88°37'27" East, 12.07 feet; thence North 00°00'25" East, 41.82 feet, to the point of beginning. Containing 0.83 acres of land in area, more or less.

**Tax ID:
PT 16-18-200-001**

<p align="center">Detroit Edison</p> <p align="center">D.O. CENTRAL DESIGN SURVEYING SERVICES G-29, WARREN SERVICE CENTER</p>	<p align="center">LOCATION MAP AND DESCRIPTION FOR SUBSTATION EASEMENT IN PART OF THE NORTHWEST 1/4 OF SECTION 18, T. 2 N., R. 7 E. MILFORD TOWNSHIP, OAKLAND COUNTY, MI</p>		SHEET 3 OF 3
	<p align="center">DURANT SUBSTATION</p>		<p align="center">JOB NUMBER 200701003</p>
<p align="center">SCALE 1 INCH = N.A. FEET</p>	<p align="center">DRAWN BY</p>	<p align="center">SURVEY ENGINEER G.D. STEPHENS</p>	<p align="center">DATE OF DRAWING 7/18/07</p>
			<p align="center">DRAWING NO. SE 1413-001</p>

**EXHIBIT A-2
DURANT TRANSMISSION LINES EASEMENT AREA
VEGETATION MANAGEMENT EASEMENT AREA**



**EXHIBIT A-2
DURANT TRANSMISSION LINES EASEMENT AREA
VEGETATION MANAGEMENT EASEMENT AREA**

**EXHIBIT A-2
DURANT TRANSMISSION LINES EASEMENT AREA**

TRANSMISSION LINE EASEMENT DESCRIPTION

A Transmission Line Easement on, over, under and across a ninety (90) foot wide strip of land, being part of Section 7 and part of the Northwest 1/4 of Section 18 in Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan and part of the Southeast 1/4 of Section 12 and part of the Northeast 1/4 of Section 13 in Town 2 North, Range 6 East, Brighton Township, Livingston County, Michigan, described by its centerline as:

Commencing at the East 1/4 Corner of Section 7, Town 2 North, Range 7 East,
thence North 03 degrees 35 minutes 11 seconds West, along the East line of Section 7, 494.06 feet;
thence South 86 degrees 24 minutes 49 seconds West, 814.80 feet to the Point of Beginning of the
Transmission Line Easement centerline:
thence South 76 degrees 24 minutes 57 seconds West, 351.26 feet;
thence South 57 degrees 18 minutes 51 seconds West, 561.48 feet;
thence South 57 degrees 21 minutes 45 seconds West, 564.55 feet;
thence South 31 degrees 52 minutes 12 seconds West, 626.24 feet;
thence South 30 degrees 30 minutes 17 seconds West, 615.38 feet;
thence South 38 degrees 50 minutes 05 seconds West, 524.62 feet;
thence South 73 degrees 17 minutes 26 seconds West, 591.91 feet;
thence South 76 degrees 13 minutes 58 seconds West, 550.41 feet to a point on the West line of Milford
Township and the West line of Oakland County, said point lying North 03 degrees 30 minutes 54 seconds
West, along said Township and County Line, 907.33 feet from the Southeast Corner of Section 12, Town
2 North, Range 6 East;
thence continuing South 76 degrees 13 minutes 58 seconds West, 51.06 feet;
thence South 05 degrees 33 minutes 32 seconds East, 549.60 feet;
thence South 03 degrees 04 minutes 03 seconds East, 436.17 feet;
thence South 01 degree 17 minutes 12 seconds East, 336.21 feet;
thence North 87 degrees 04 minutes 42 seconds East, 197.36 feet to the Point of Ending of said
Transmission Line Easement centerline at the Durant Substation Easement as shown and described on
Detroit Edison Company Drawing Number SE 1413-001, Job Number 200701003 dated July 16, 2007.

Also,

Two thirty (30) foot wide Vegetation Management Easements lying adjacent to and parallel with each side
of the above described Transmission Line Easement.

The side lines of the above described Transmission Line Easement and Vegetation Management
Easements are intended to be prolonged or shortened to terminate at the Northern lines of said Durant
Substation Easement, and to intersect along the bisectors of the angle points in the Transmission Line
Easement centerline.

Tax IDs:

PT 16-07-200-001, PT 16-18-200-001, (PT 4712-12-400-001, PT 4712-13-200-001)

8042.22 Tower Easement N-S Revised.dwg

Sheet 2 of 2

M^CNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-0777 FAX (734) 432-0786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLNC.COM	For <u> I.T.C. </u> Date <u> 10/25/12 </u>
	Scale <u> NA </u> Drawn By <u> DP </u>
	Job No. <u> 8042.22 </u> Checked By <u> MB MD </u>

EXHIBIT A-3
COMMERCE ROAD TRANSMISSION LINES EASEMENT AREA
VEGETATION MANAGEMENT EASEMENT AREA

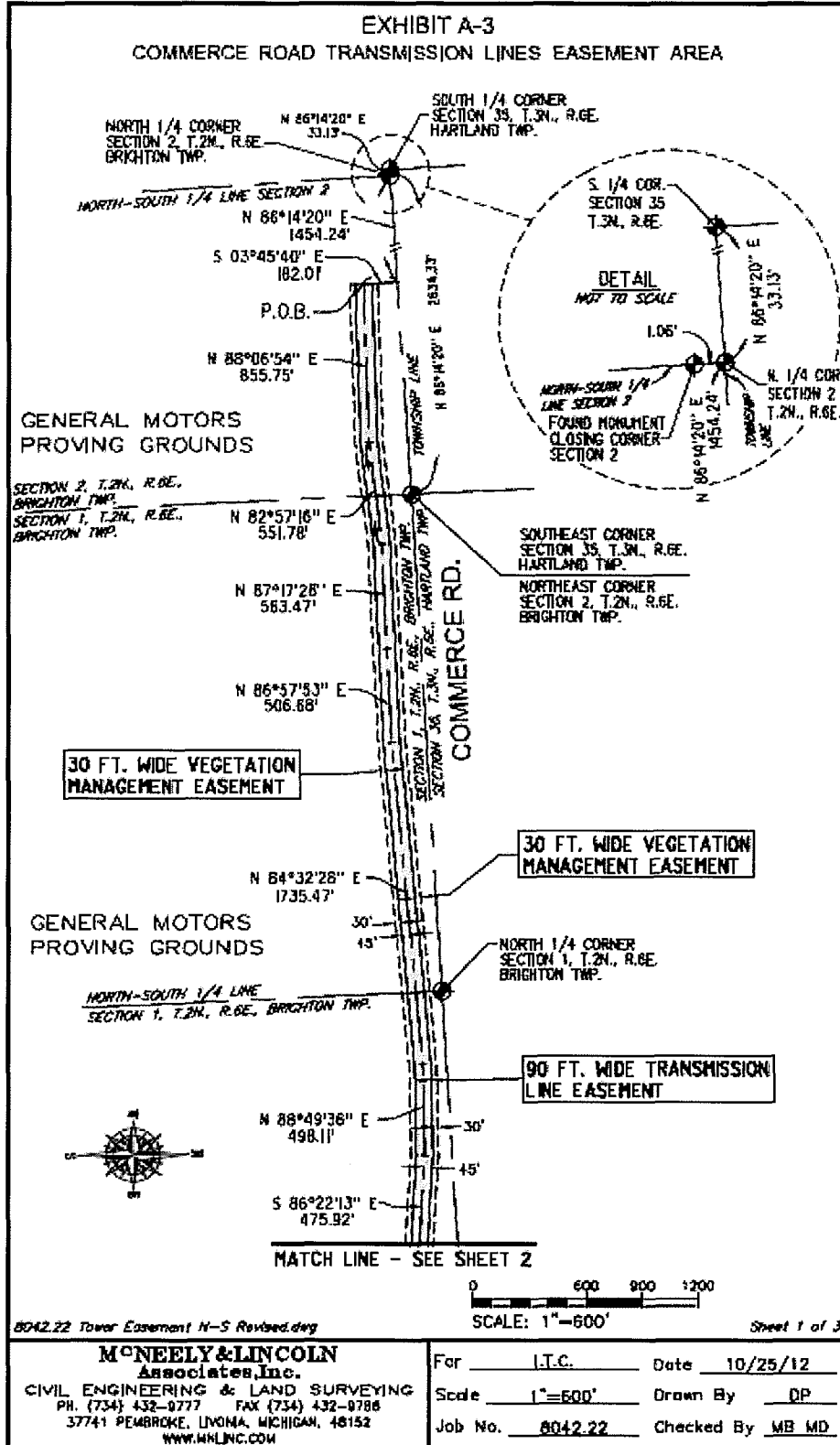


EXHIBIT A-3
COMMERCE ROAD TRANSMISSION LINES EASEMENT AREA
VEGETATION MANAGEMENT EASEMENT AREA

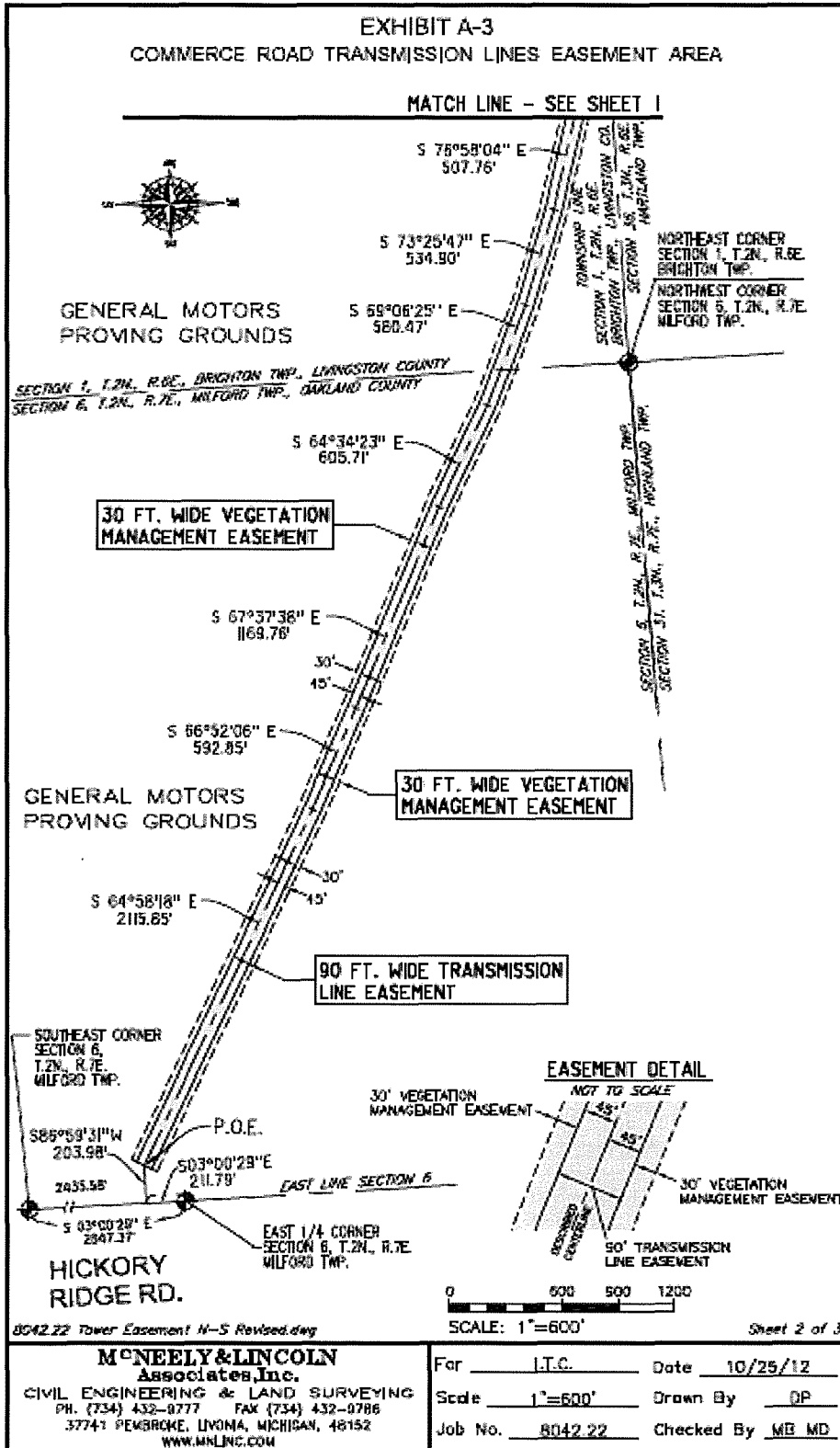


EXHIBIT A-3
COMMERCE ROAD TRANSMISSION LINES EASEMENT AREA
VEGETATION MANAGEMENT EASEMENT AREA

EXHIBIT A-3
COMMERCE ROAD TRANSMISSION LINES EASEMENT AREA

TRANSMISSION LINE EASEMENT DESCRIPTION

A Transmission Line Easement on, over, under and across a ninety (90) foot wide strip of land, being part of the Northeast 1/4 of Section 2 and the North 1/2 of Section 1, in Town 2 North, Range 6 East, Brighton Township, Livingston County, Michigan and part of Section 6, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan, described by its centerline as:

Commencing at the North 1/4 Corner of Section 2, Town 2 North, Range 6 East, said 1/4 Corner lying North 86 degrees 14 minutes 20 seconds East, along the Township Line, 33.13 feet from the South 1/4 Corner of Section 35, Town 3 North, Range 6 East, said 1/4 Corner also lying Northerly, along the North-South 1/4 line of said Section 2, 1.05 feet from a concrete monument and brass cap marking the closing corner; thence continuing North 86 degrees 14 minutes 20 seconds East, along said Township Line, 1454.24 feet; thence South 03 degrees 45 minutes 40 seconds East, 162.01 feet to the Point of Beginning of the Transmission Line Easement centerline;

thence North 88 degrees 06 minutes 54 seconds East, 655.75 feet;
thence North 82 degrees 57 minutes 16 seconds East, 551.78 feet;
thence North 87 degrees 17 minutes 26 seconds East, 563.47 feet;
thence North 86 degrees 57 minutes 53 seconds East, 506.68 feet;
thence North 84 degrees 32 minutes 28 seconds East, 1735.47 feet;
thence North 88 degrees 49 minutes 36 seconds East, 498.11 feet;
thence South 86 degrees 22 minutes 13 seconds East, 475.92 feet;
thence South 76 degrees 58 minutes 04 seconds East, 507.76 feet;
thence South 73 degrees 25 minutes 47 seconds East, 534.90 feet;
thence South 69 degrees 06 minutes 25 seconds East, 580.47 feet;
thence South 64 degrees 34 minutes 23 seconds East, 605.71 feet;
thence South 67 degrees 37 minutes 36 seconds East, 1169.76 feet;
thence South 66 degrees 52 minutes 06 seconds East, 592.85 feet;
thence South 64 degrees 58 minutes 18 seconds East, 2115.65 feet to the Point of Ending of said Tower Line Easement centerline, said point of ending lying South 03 degrees 00 minutes 29 seconds East, along the East line of said Section 6, 211.79 feet; and South 66 degrees 59 minutes 31 seconds West 203.98 feet from the East 1/4 Corner of said Section 6, Town 2 North, Range 7 East

Also,

Two thirty (30) foot wide Vegetation Management Easements lying adjacent to and parallel with each side of the above described Transmission Line Easement.

The side lines of the above described Transmission Line Easement and Vegetation Management Easements are intended to be prolonged or shortened to terminate at the Northerly lines of said Durant Substation Easement, and to intersect along the bisectors of the angle points in the Transmission Line Easement centerline.

Tax IDs:
 (PT-4712-02-200-001, PT 4712-01-100-001) PT 16-06-400-002

M^CNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-0777 FAX (734) 432-0788 37741 PEARBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM	For <u> I.T.C. </u> Date <u> 10/25/12 </u> Scale <u> NA </u> Drawn By <u> DP </u> Job No. <u> 8042.22 </u> Checked By <u> MB MD </u>
--	--

EXHIBIT B

RULES, REGULATIONS, PLANS, ETC. RECEIVED BY GRANTEE

- Facility Handbook for the Milford Proving Ground dated May 2014
- Proving Ground Site Specifications dated July 15, 2013
- Due Care Plan dated November 7, 2013, prepared by Conestoga-Rovers & Associates

TITLE SOURCE[®]
NATIONAL COMMERCIAL

662 Woodward Avenue
9th Floor – Commercial Team
Detroit, MI 48226
Toll Free: 800-594-1044

May 27, 2015

ITC Holdings Corp.
Attn: Elaine Clifford
27175 Energy Way
Novi, MI 48377

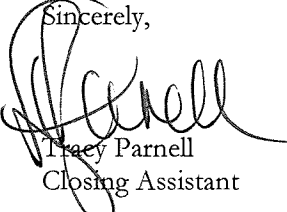
RE: TSI File No. 60290599
General Motors / International Transmission Company
Milford Proving Grounds – 3300 General Motors Road – Milford, MI

Dear Elaine:

In connection with the above captioned property, enclosed please find the Easement Agreement recorded in both Oakland (Liber 48131 Page 265) and Livingston (Instrument 2015R-014863) counties. Copies have been provided to General Motors for their records.

Should you require additional information or have any questions, please contact Lisa Wiedbusch at LisaWiedbusch@titlesource.com or (313) 877-1818.

Sincerely,



Tracy Parnell
Closing Assistant

Enclosures