

## AGREEMENT REGARDING EASEMENT

THIS AGREEMENT is made and effective this 2 day of August, 2016, by and between Mark T. Symons and Diane L. Symons, ("Landowner") whose located at 2630 Wenona Drive, Wixom, Michigan 48393, and International Transmission Company, a Michigan corporation, 27175 Energy Way, Novi, Michigan 48377, ("ITC") (collectively, Landowner and ITC may be referred to herein as the "Parties").

### RECITALS

On August 2, 2016, Landowner granted a Vegetation Management Easement (the "Easement") to ITC, contemporaneously with this Agreement, over, upon and across certain land described in the Easement.

In addition to the terms and conditions in the Easement, Landowner and ITC agreed to certain additional terms and conditions as further consideration for the grant of the Easement by Landowner to ITC, as set forth herein.

### AGREEMENT

As further consideration for the grant of the Easement, and as conditions without which the Easement would not have been granted, Landowner and ITC hereby agree as follows:

Total Compensation: Total compensation is to be \$6,000.00 ("Total Compensation.") The Total Compensation shall be paid as follows:

- (a) \$2,800.00 shall be paid in consideration for the Easement.
- (b) \$3,200.00 shall be paid as a voluntary sale incentive only and shall not be considered representative of the value of the Easement.

ITC shall pay the Total Compensation to Landowner contemporaneous with the execution of this Agreement.

Applicability to Easement: Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be deemed to modify, restrict, increase or otherwise change the Easement.

Recording: This Agreement shall not be recorded by either party hereto without the written consent of the other party.

Confidentiality: Landowner shall disclose neither the consideration, including but not limited to the Total Compensation, paid for the Easement, nor any other information concerning this Agreement, and agrees not to participate in any action, or make any statement of any type related in any way to the subject matters of this Agreement, except that this Agreement shall not prohibit the Parties from complying with any law, court order or other legal process. Landowner acknowledges that there is no adequate remedy for breach of this confidentiality provision.

Therefore, in the event that Landowner does breach this confidentiality provision, Landowner shall pay liquidated damages to ITC equal to the voluntary sale incentive amount listed above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

**BY SIGNING THIS DOCUMENT THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THE TERMS AND CONDITIONS THEREIN.**


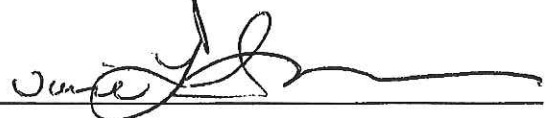
**INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation d/b/a  
*ITCTransmission*

By: ITC HOLDINGS CORP., a Michigan corporation, its sole owner

By:   
Name: Matthew S. Carstens  
Title: Vice President & General Counsel – Utility Operations

Dated: October 3, 2016

**LANDOWNER:**

Dated: 8-2-2016