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LIBER 49373 PAGE 61
\$49.00 HISC RECORDING
\$4.00 REHONUMENTATION
05/17/2016 10:33:12 A.M. RECEIPT# 53806
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

ACCESS EASEMENT AND ROAD MAINTENANCE AGREEMENT

This Access Easement and Road Maintenance Agreement (“Easement”) is entered into this 21st day of April, 2016 (the “Effective Date”), by and between Grand/Sakwa New Holland Shopping Center, LLC, a Delaware limited liability company (“Grand/Sakwa”), whose address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, and International Transmission Company, a Michigan corporation, d/b/a ITC *Transmission* (“ITC”), whose address is 27175 Energy Way, Novi, Michigan 48377.

RECITALS:

A. Grand/Sakwa is the owner of property developed and used as a private road known as “Doyle Drive” which provides access from Maple Road in the City of Troy into a shopping center known as Midland Square and residential condominiums developed adjacent thereto. Doyle Drive also provides access to land owned by the City of Troy (the “Transit Center Parcel”) which is developed and used as a public transit center, pursuant to an ingress/egress easement condemned by the City of Troy. A part of Doyle Drive that traverses the Transit Center Parcel is owned by the City of Troy. The portion of Doyle Drive that is the subject of this Easement (the “Grand/Sakwa Property”) is depicted and described on Exhibit A hereto.

B. DTE is the owner of certain property located in the City of Troy (the “DTE Property”), which is located to the west of the Transit Center Parcel as more particularly depicted and described in Exhibit B hereto.

C. DTE intends to construct and operate an electrical power substation on the DTE Property and obtained an easement from the City of Troy in order to access the DTE Property from Doyle Drive and an easement (recorded at Liber 49022, Page 268, Oakland County Register of Deeds) from Grand/Sakwa in order to utilize the remainder of Doyle Drive owned by Grand/Sakwa to access Maple Road.

D. To provide power to DTE’s electrical power substation on the DTE Property, ITC must also construct and operate electric transmission facilities and equipment on the DTE Property and desires an easement from the City of Troy in order to access the DTE Property from Doyle Drive and an easement from Grand/Sakwa in order to utilize the remainder of Doyle Drive owned by Grand/Sakwa to access Maple Road.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grand/Sakwa and ITC agree as follow:

1. **Access Easement.** Grand/Sakwa hereby grants, for the benefit of ITC, and its employees, agents, contractors, subcontractors, licensees and invitees, a non-exclusive perpetual easement over Doyle Drive as specifically depicted and described in Exhibit A (the "Easement Area"), to provide vehicular and pedestrian access from Maple Road to the Transit Center Parcel, with the understanding that ITC will obtain a separate easement for access from the Transit Center Parcel to the DTE Property. This Easement is limited to the use and operation of the DTE Property as an electrical substation and for no other use of the DTE Property. If DTE and/or ITC fails to develop and operate the electrical substation or otherwise ceases such use, this Easement shall automatically expire and be of no further force and effect. ITC shall not block, impede or interfere with the use of Doyle Drive by the owners, customers and invitees of the shopping center or condominiums, nor shall ITC park vehicles along Doyle Drive; provided, however, that the parties acknowledge and agree that ITC must take delivery of a control house, which will block the City of Troy owned section of Doyle Drive for a maximum of one (1) hour, and for which ITC will need to re-route traffic through the parking area adjacent to Doyle Drive; ITC must also take deliveries of large trucks over a four month period for which the traffic flow on Doyle Drive may be impaired for a maximum of ten (10) minutes, but at no time will ITC completely close or block, a portion of Doyle Drive except for the control house delivery. ITC shall provide Grand/Sakwa no less than twenty-four (24) advanced written notice of the date and time for delivery of the control house and such delivery will occur during non-peak shopping center business hours.

2. **Relocation or Reconfiguration.** Grand/Sakwa reserves the right to relocate, reconfigure or change in any manner Doyle Drive at its sole and absolute discretion and without the approval of ITC provided that any such change or reconfiguration will continue to provide ITC with ingress/egress access to Maple Road, in a manner sufficient to allow ITC to operate and maintain the substation.

3. **Indemnification.** ITC shall indemnify, defend and hold harmless Grand/Sakwa and its members, employees, agents, affiliated companies, property managers (the "Indemnified Parties"), from and against any and all liabilities, property damages, obligations, damages, penalties, claims, costs, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the Indemnified Parties, by reason of any damage to property (real and personal) or personal injury caused by or associated with ITC's (including ITC employees, agents, contractors, independent contractors) use of the Easement Area and/or License Area described below and/or by reason of ITC's violation of any applicable federal, state or local environmental law, regulation, ordinance or ruling with respect to the Easement Area and/or License Area during the term of this Easement.

4. **Temporary Construction License.** For the period commencing on the Effective Date and terminating automatically twelve (12) months thereafter, Grand/Sakwa hereby grants ITC, and its employees, agents, contractors, subcontractors, licensees and invitees, a temporary license over the Midtown Shopping center property in the location specifically depicted and described on Exhibit C for temporary ingress and egress from Coolidge Highway to the Transit Center Parcel as shown in Exhibit C for construction traffic access to the ITC Property (the "License Area"). ITC agrees that all construction traffic in connection with the development and construction of the proposed electrical substation (with the exception of the delivery of a crane

and the control house) will utilize the temporary construction license area and will not access the DTE Property through the Easement Area to Maple Road. The parties acknowledge and agree that the crane and control house may be delivered to the DTE Property through the Easement Area to Maple Road.

5. **Repairs.** ITC shall be responsible for reimbursing Grand/Sakwa for the cost of any repairs or damage to the Easement and License Areas caused by ITC's use of the Easement and License Areas. Except as set forth herein, ITC is not authorized by this Easement to undertake any work on or under the Easement and License Areas without the express written approval of Grand/Sakwa. The parties acknowledge and agree that ITC shall be responsible only for the cost of restoring any portion of the Grand/Sakwa Property, including Doyle Drive, to the condition in which it existed prior to any damage caused by ITC in connection with its use of the Easement Area or License Area.

6. **Insurance.** ITC shall keep in force at all times general/commercial liability insurance in a commercially reasonable amount covering injury to persons and damage to property within the Easement and License Areas and name Grand/Sakwa or such related entities that may in the future own the Easement Area (provided written notice is provided to ITC of such additional entities) as additional insureds.

7. **Notices.** Notices permitted or required hereunder shall be in writing and shall be delivered or sent by overnight mail or by certified mail to the addresses first provided above, provided that any party may change such address by written notice to the other party.

8. **Entire Agreement.** This Easement, including the attached Exhibits, supersedes all prior oral or written agreements or understandings concerning the subject matter.

9. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Michigan.

10. **No Dedication to the Public.** Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Easement or License Areas to the general public or for any public use or purpose whatsoever. Nothing in this Easement, express or implied, shall confer upon any person, other than to ITC and its successors and assigns any rights or remedies under or by reason of this Easement.

11. **Amendment, Modification or Termination.** This Easement may be amended or modified at any time by an agreement in writing mutually agreed to, executed and acknowledged by the parties and thereafter duly recorded.

12. **Severability.** In the event any provision or portion of this Easement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

13. **Equitable Remedies.** In the event of any violation or threatened violation of any of the provisions of this Easement by one of the parties, the other party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance. ITC shall have no claim for monetary damages, including any consequential damages, arising from any alleged breach or violations of the Easement by Grand/Sakwa.

14. **Counterparts.** This Easement may be executed in any number of counterparts, each of which, when so executed and delivered (including delivery by email) shall be deemed to be an original, but all such counterparts taken together shall constitute one and the same agreement.

15. **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 MCL 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCL 207.526(f).

Signature Page Follows

**GRAND/SAKWA NEW HOLLAND
SHOPPING CENTER, LLC**, a Delaware limited liability company

By: [Signature]
Name: William Eisenberg
Title: Authorized Representative

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

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

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of April, 2016, by William Eisenberg, the authorized representative of Grand/Sakwa New Holland Shopping Center, LLC, a Delaware limited liability company, on behalf of the company.

JOYCE L. PIKULAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 11, 2021
ACTING IN COUNTY OF Oakland

[Signature]
Printed Name: Joyce L. Pikulas
Notary Public Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 2-11-2021

STATE OF MICHIGAN)
) ss:
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 27 day of April, 2016, by Matthew S. Carstens, the Vice President and General Counsel – Utility Operations of International Transmission Company, a Michigan corporation, d/b/a *ITCTransmission* on behalf of the corporation.

CONSTANCE M. SCOTT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 10, 2021
ACTING IN COUNTY OF Oakland

[Signature]
Printed Name: Constance M. Scott
Notary Public Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 9-10-2021

Prepared By and When Recorded,

Return to:

Alan M. Greene, Esq.
Dykema Gossett PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304

EXHIBIT A

**GRAND/SAKWA PROPERTY AND
EASEMENT AREA DESCRIPTIONS**

EXHIBIT "A" GRAND/SAKWA AGREEMENT

EASEMENT AREA

An easement on, over, under and across a strip of land being part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan Described as: Commencing at the Northeast corner of said Section 31, thence North 88°09'00" West, 1412.60 feet, along the North line of said Section 31, thence South 01°59'00" West, 87 00 feet, thence South 88°08'46" East, 17 05 feet, along the South Right of Way line Maple Road (Variable Width) to the POINT OF BEGINNING, thence South 88°08'46" East, 85 00 feet, along said South Right of Way line Maple Road, thence South 01°57'24" West, 255 36 feet, thence South 01°57'24" West, 186 42 feet, thence along a curve to the right having a Arc distance of 52 99 feet, a Radius of 314.00 feet a Central Angle of 09°40'11" and a Chord Bearing and Distance of South 06°47'29" West, 52 93 feet, thence South 11°37'35" West, 187 11 feet; thence along a curve to the left having a Arc distance of 48.25 feet, a Radius of 286 00 feet a Central Angle of 09°39'56" and a Chord Bearing and Distance of South 06°47'37" West, 48 19 feet; thence South 01°57'43" West, 371.78 feet, thence North 88°20'27" West, 59 84 feet, thence North 01°59'15" East, 324 61 feet, thence North 04°22'17" East, 347.67 feet; thence North 01°57'24" East, 426.96 feet, to the Point of Beginning Containing 1 841 acres of land in area, more or less

PT 20-31-226-018

REVISION			JOB NUMBER
C	BY	DATE	APP
	C J Z	11/17/2015	G D S
CHANGED DRAWING & DESCRIPTION			
REVISION			JOB NUMBER
B	BY	DATE	APP
	C J Z	11/3/2015	G D S
CHANGED EASEMENT, UPDATED DRAWING			
REVISION			JOB NUMBER
A	BY	DATE	APP
	C J Z	1/23/2015	G D S
CHANGED EASEMENT, UPDATED DRAWING			



 <p>DTE Energy DTE Electric Company CENTRAL DESIGN SURVEYING SERVICES 545 SERVICE BUILDING</p>	<p>MAP AND DESCRIPTIONS</p> <p>OF INGRESS-EGRESS EASEMENTS IN PART OF THE NORTHEAST 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MI</p> <p>ARIEL SUBSTATION</p>			SHEET 2 OF 2
				JOB NUMBER 201001002
<p>SCALE</p>  <p>1 INCH = NOTED FEET</p>	DRAWN BY C. ZBOCH	SURVEY ENGINEER G. D. STEPHENS	DATE OF DRAWING 2/3/2010	DRAWING NO SE 1419-001

EXHIBIT B

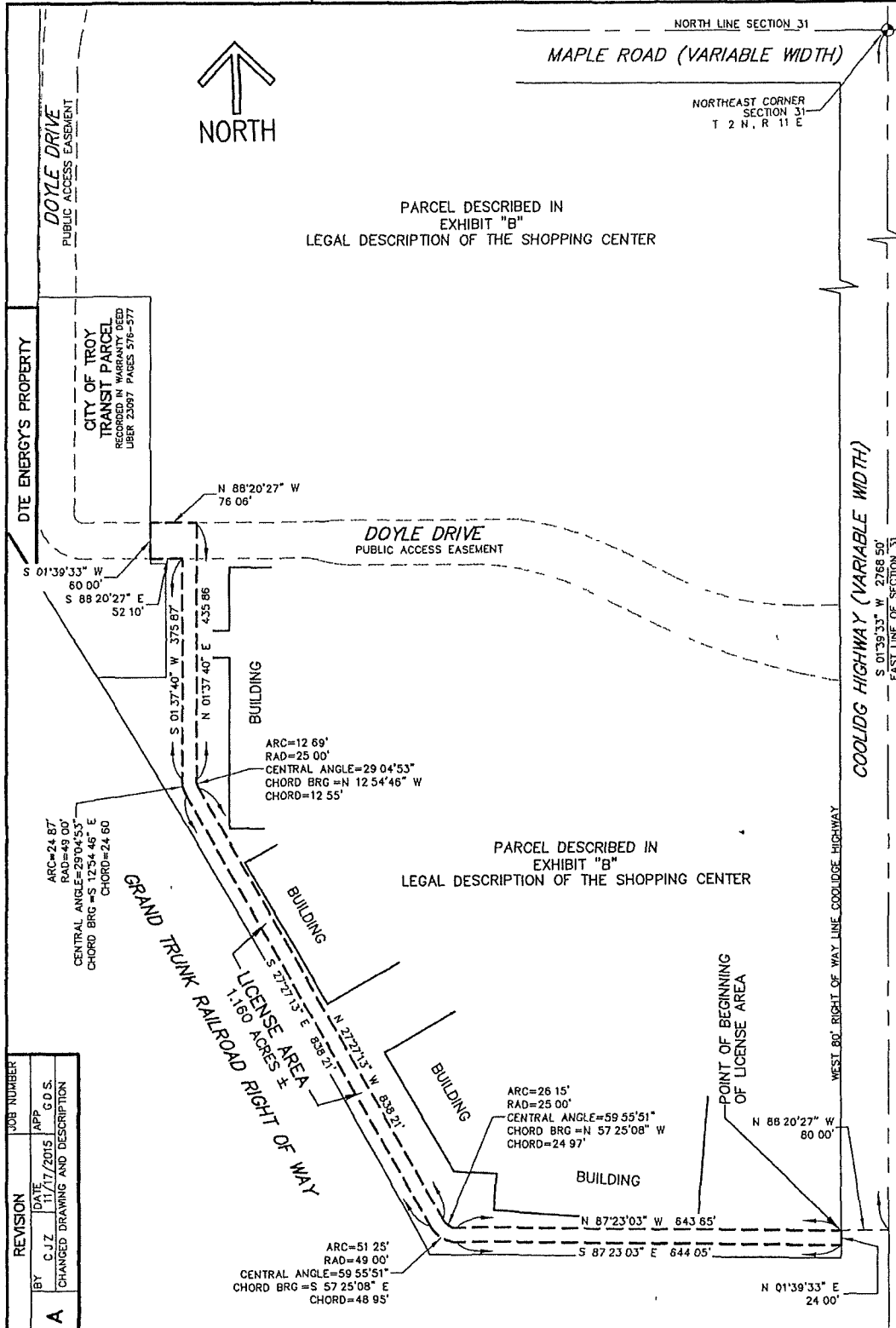
DTE PROPERTY DESCRIPTION

EXHIBIT C

**TEMPORARY CONSTRUCTION ACCESS
LICENSE DESCRIPTION**

4836-7978-8080 1
ID\GREENE, ALAN - 112804\000001

EXHIBIT C GRAND/SAKWA LICENSE AREA



REVISION	DATE	BY	APP	DESCRIPTION
A	11/17/2015	CJZ	G.D.S.	CHANGED DRAWING AND DESCRIPTION

DTE Energy
DTE Electric Company

CENTRAL DESIGN
SURVEYING SERVICES
545 SERVICE BUILDING

MAP AND DESCRIPTIONS
OF LICENSE AREA
IN PART OF THE NE. 1/4 OF SEC. 31, T. 2 N.,
R. 11 E., CITY OF TROY, OAKLAND COUNTY, MI

ARIEL SUBSTATION

SHEET 1 OF 2

JOB NUMBER
201511257

DRAWING NO
SE 1419-004

SCALE
1 INCH = 200 FEET

DRAWN BY C ZBOCH	SURVEY ENGINEER G.D. STEPHENS	DATE OF DRAWING 11/16/2015
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EXHIBIT C GRAND/SAKWA LICENSE AREA

LICENSE AREA

A License Area in part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as:

Commencing at the Northeast Corner of said Section 31, thence South 01°39'33" West, 2768.50 feet along the East line of said Section 31, thence North 88°20'27" West, 80.00 feet to a point on the West 80 Foot Right of Way Line of Coolidge Highway, variable width, and the POINT OF BEGINNING; thence North 87°23'03" West, 643.65 feet, thence along the Arc of a curve to the right 26.15 feet, having a Radius of 25.00 feet, a Central Angle of 59°55'51", and a Chord Bearing and Distance of North 57°25'08" West, 24.97 feet, thence North 27°27'13" West, 838.21 feet, thence along the Arc of a curve to the right 12.69 feet, having a Radius of 25.00 feet, a Central Angle of 29°04'53", and a Chord Bearing and Distance of North 12°54'46" West, 12.55 feet, thence North 01°37'40" East, 435.86 feet, thence North 88°20'27" West, 76.06 feet, thence South 01°39'33" West, 60.00 feet, thence South 88°20'27" East, 52.10 feet, thence South 01°37'40" West, 375.87 feet, thence along the Arc of a curve to the left 24.87 feet, having a Radius of 49.00 feet, a Central Angle of 29°04'53", and a Chord Bearing and Distance of South 12°54'46" East, 24.60 feet, thence South 27°27'13" East, 838.21 feet, thence along the Arc of a curve to the left 51.25 feet, having a Radius of 49.00 feet, a Central Angle of 59°55'51", and a Chord Bearing and Distance of South 57°25'08" East, 48.95 feet, thence South 87°23'03" East, 644.05 feet to a point on the West 80 Foot Right of Way Line of Coolidge Highway, variable width, thence North 01°39'33" East, 24.00 feet along the said West 80 foot Right of Way Line of Coolidge Highway and the Point of Beginning. Containing 1.160 acres of land, more or less

of 20-31-226-021
pt 20-31-226-018
pt 20-31-226-017

REVISION		JOB NUMBER	
BY A C.J.Z.	DATE 11/17/2015	APP G.D.S.	
CHANGED DRAWING AND DESCRIPTION			
 DTE Energy DTE Electric Company <small>CENTRAL DESIGN SURVEYING SERVICES 545 SERVICE BUILDING</small>		MAP AND DESCRIPTIONS OF LICENSE AREA IN PART OF THE NE 1/4 OF SEC. 31, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MI ARIEL SUBSTATION	
		SHEET 2 OF 2	
		JOB NUMBER 201511257	
SCALE 1 INCH = N.A. FEET		DRAWN BY C. ZBOCH	DATE OF DRAWING 11/16/2015
		SURVEY ENGINEER G.D. STEPHENS	DRAWING NO. SE 1419-004