

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2016 JAN 15 PM 12:06

8927
LIBER 48980 PAGE 434
\$52.00 MISC RECORDING
\$4.00 REMONUMENTATION
01/15/2016 12:46:46 P.M. RECEIPT# 5933
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

EASEMENT AGREEMENT

On December ^{14th} 1, 2015, the City of Troy, a Michigan municipal corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 (the "City"), for the sum of \$1.00, grants to DTE Electric Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226, and its employees, agents, contractors, subcontractors, licensees and invitees ("DTE") the "Easement" on land referred to herein as the "Easement Area" (defined below), for the purpose described in Section 1 of this Agreement.

WITNESSETH:

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

Whereas, DTE is the owner of the real property located in the City of Troy, Oakland County, Michigan, as more particularly described as the "DTE Property" in Exhibit A attached hereto; and

Whereas, the City is the owner of the real property located in the City of Troy, Oakland County, Michigan as more particularly described as the "City Property" in Exhibit B attached hereto; and

Whereas, the City is willing to grant to DTE the Easement over the City Property as more particularly described as the "Easement Area" in Exhibit C, attached hereto.

Now, Therefore, the parties agree as follows:

1. **Grant of Easement.** The City hereby grants an exclusive, permanent and perpetual easement to DTE for the construction and maintenance of a curb cut and access drive, as further described in Section 5 herein, along that portion of the Easement Area depicted and described in Exhibit C as the "Exclusive Easement Area", and the City hereby grants a non-exclusive, permanent and perpetual easement to DTE for vehicular and pedestrian ingress and egress to and from the DTE Property, along that portion of the Easement Area depicted and described in Exhibit C as the "Non-Exclusive Easement Area". The Exclusive Easement Area and Non-Exclusive Easement Area are sometimes collectively referred to herein as the "Easement Area".

2. **Encumbrances.** This Easement is granted subject to recorded easements, restrictions and encumbrances affecting the Easement Area on the date of this Agreement.

3. **Environmental Indemnity:** DTE will indemnify, defend and hold the City harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges,

(159)
E

OK - AMH

losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants), that may be imposed upon, incurred by or asserted against the City, their agents and employees, as a result of DTE's use of the Easement, including but not limited to a violation of any applicable federal, state, or local environmental law, regulation, ordinance or ruling with respect to the Easement Area during the term of this Easement.

4. **Indemnification:** DTE shall indemnify, defend and hold harmless the City, its agents and employees, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the City, their agents and employees, by reason of any damage or injury to the personnel, equipment, property (real and personal) or facilities of the City or its employees, agents, contractors or subcontractors that occur within the Easement Area and/or is due to the negligent actions or omissions or willful misconduct or committed violations of federal, state, or local law by DTE or its employees, agents, contractors or subcontractors in connection with activities in the Easement Area.

5. **Construction and Maintenance.**

(a) DTE will have the right under this Agreement to construct, operate, maintain, repair, remove and replace a curb cut and an access drive of gravel or asphalt on the Exclusive Easement Area at its sole expense. The Construction and Maintenance of any such curb cut and access drive shall be in compliance with the City's regulations. The City may inspect the access drive during any construction or maintenance work or at any time during the term of this Agreement to insure such compliance.

(b) DTE shall comply with all applicable laws, ordinances or codes related to the construction and installation of such access drive for the term of this Agreement.

6. **Abandonment; Restoration.** If DTE abandons any part of this Easement, and executes a written, recordable release of said Easement, then within three (3) months after the abandonment, DTE must restore the abandoned part as nearly as possible to its original condition, or reimburse the City for the cost of any restoration to the original condition if DTE does not complete the required restoration within the applicable three (3) month period. Failure of DTE 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 DTE's rights under this Easement Agreement.

7. **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.

8. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute by one and the same Easement Agreement.

9. **Governing Law.** This Easement Agreement shall be interpreted according to and governed by the laws of the State of Michigan.

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).

CITY OF TROY,
a Michigan municipal corporation

DTE ELECTRIC COMPANY,
a Michigan corporation

By: [Signature]
Dane M. Slater
Its: Mayor

By: [Signature]
Florence D. Washington
Its: Supervisor Real Estate
12-28-2015

Acknowledged before me in Oakland County, Michigan, on December 14, 2015, by Dane M. Slater, Mayor of Troy, the City of Troy, a Michigan municipal corporation, for the corporation.
CHERYLA STEWART
Notary Public-State of Michigan
County of Oakland
Notary's My Commission Expires May 3, 2019
Stamp Acting in Oakland County
Notary's Signature Cheryla Stewart
(Notary's name, county and date commission expires)

By: [Signature]
M. Aileen Dickson
Its: City Clerk

By: _____
Its: _____

Acknowledged before me in Oakland County, Michigan, on December 14, 2015, by M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, for the corporation.
CHERYLA STEWART
Notary Public-State of Michigan
County of Oakland
Notary's My Commission Expires May 3, 2019
Stamp Acting in Oakland County
Notary's Signature Cheryla Stewart
(Notary's name, county and date commission expires)

Acknowledged before me in Wayne County, Michigan, on Dec 28, 2015, 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
Notary's ACTING IN THE COUNTY OF Wayne Notary's [Signature]

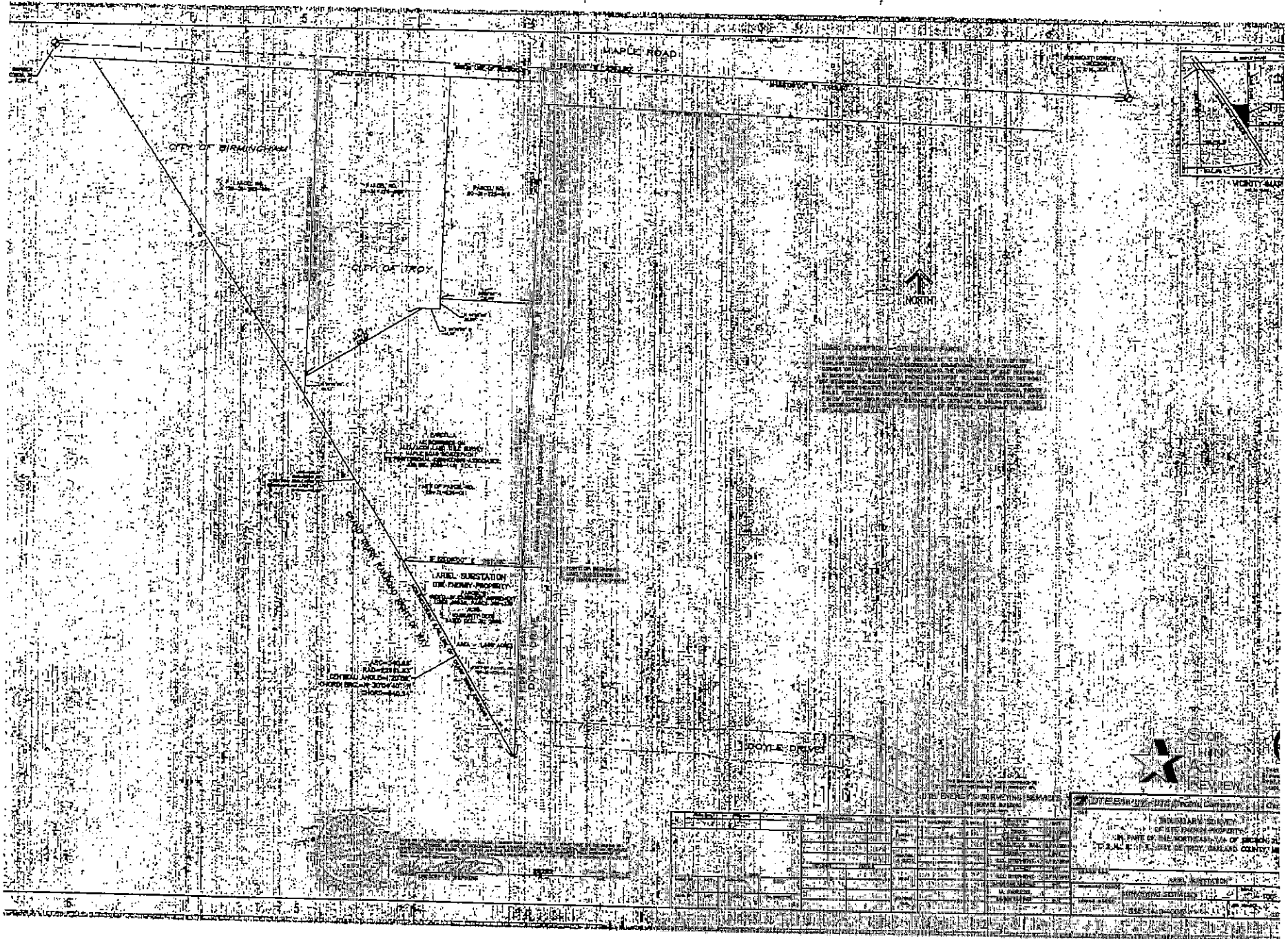
Stamp _____	Signature _____
(Notary's name, county and date commission expires)	

Drafted by and when recorded
Return to:

Ngozi E. Nwaesei, Esq.
Lewis & Munday, P.C.
535 Griswold Street, Suite 2300
Detroit, MI 48226

EXHIBIT A
DTE PROPERTY

See attached



NOTE: THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED AS A BASIS FOR ANY LEGAL ACTION. THE INFORMATION IS PROVIDED AS IS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR LOSS OF PROFITS, BUSINESS, OR REPUTATION, OR ANY OTHER DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION.

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NO.	DESCRIPTION	DATE	BY	REVISION
1	INITIAL SURVEY	11/15/11	J. L. ...	1
2
3
4
5
6
7
8
9
10

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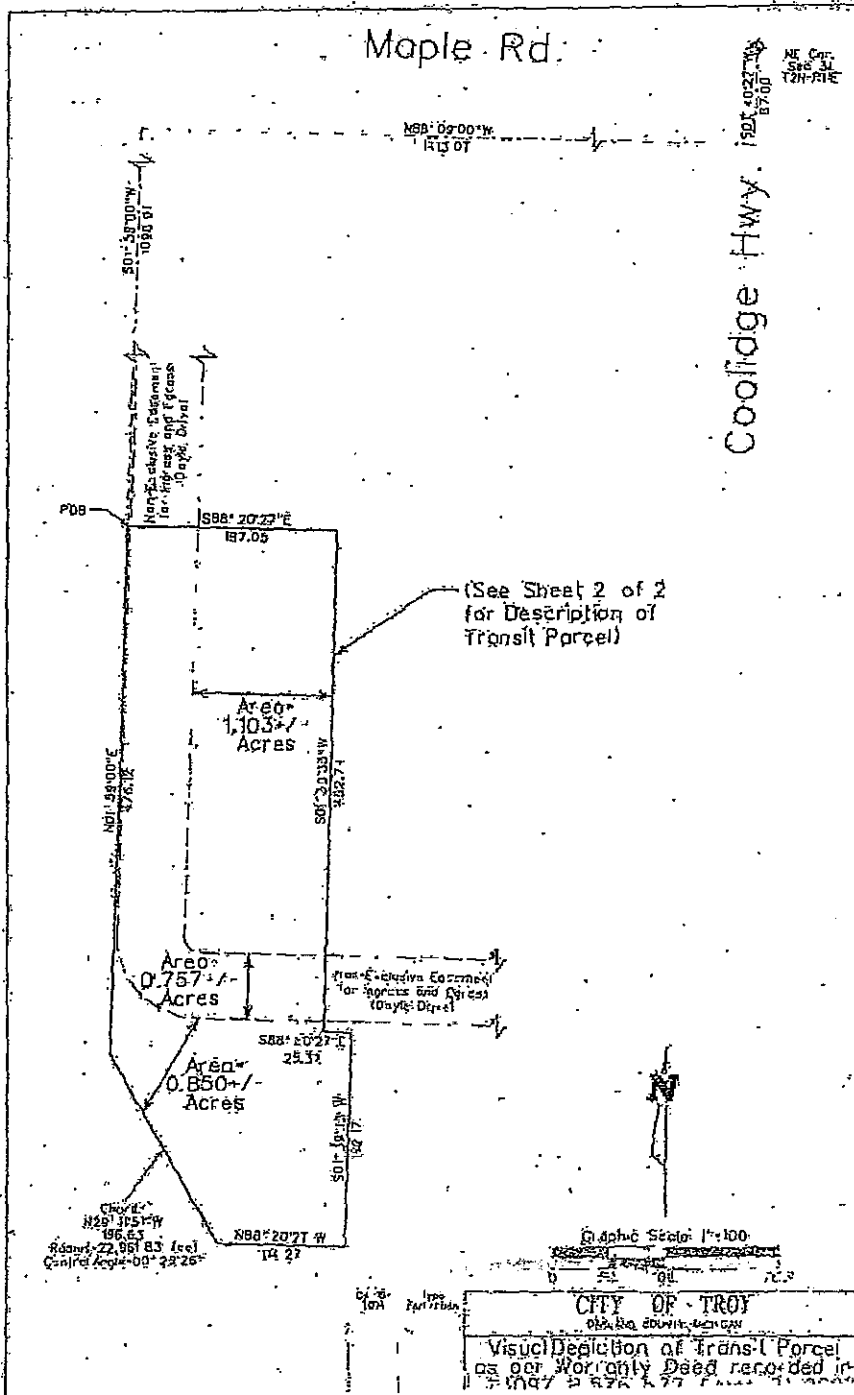
EXHIBIT B
CITY PROPERTY

See attached

Received for Filing Oakland County Clerk 2014.AUG.15 AM 10:52

EXHIBIT "B"

CITY OF TROY PERMANENT



(See Sheet 2 of 2 for Description of Transit Parcel)

DESCRIPTION OF TRANSIT PARCEL AS PER WARRANTY DEED RECORDED IN LIBER 23097, PAGES 576-577 (JUNE 21, 2001) AS VISUALLY DEPICTED ON SHEET 1 OF 2:

PART OF THE NORTHEAST 1/4 OF SECTION 31, T2N-R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 01 DEGREES 40 MINUTES 27 SECONDS WEST MEASURED 87.00 FEET ALONG THE EAST LINE OF SECTION 31 AND NORTH 88 DEGREES 08 MINUTES 00 SECONDS WEST 1413.07 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF MAPLE ROAD AND SOUTH 01 DEGREES 59 MINUTES 00 SECONDS WEST 1088.91 FEET FROM THE NORTHEAST CORNER OF SECTION 31; THENCE FROM SAID POINT OF BEGINNING SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 187.05 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 33 SECONDS WEST 452.74 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 25.37 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 33 SECONDS WEST 182.17 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 27 SECONDS WEST 114.27 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND TRUNK RAILROAD; RADIUS 22,981.83 FEET, CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 28 SECONDS, AN ARC LENGTH 190.83 FEET; WHOSE CHORD BEARS NORTH 29 DEGREES 11 MINUTES 51 SECONDS WEST, 196.83 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 00 SECONDS EAST 478.12 FEET TO THE POINT OF BEGINNING.

20-31-226-015

CERTIFICATION:

I, hereby certify that I have mapped the above description as visually depicted on Sheet 1 of 2.

George J. Ballard III
George J. Ballard III, P.S.

4-10-2014
Date



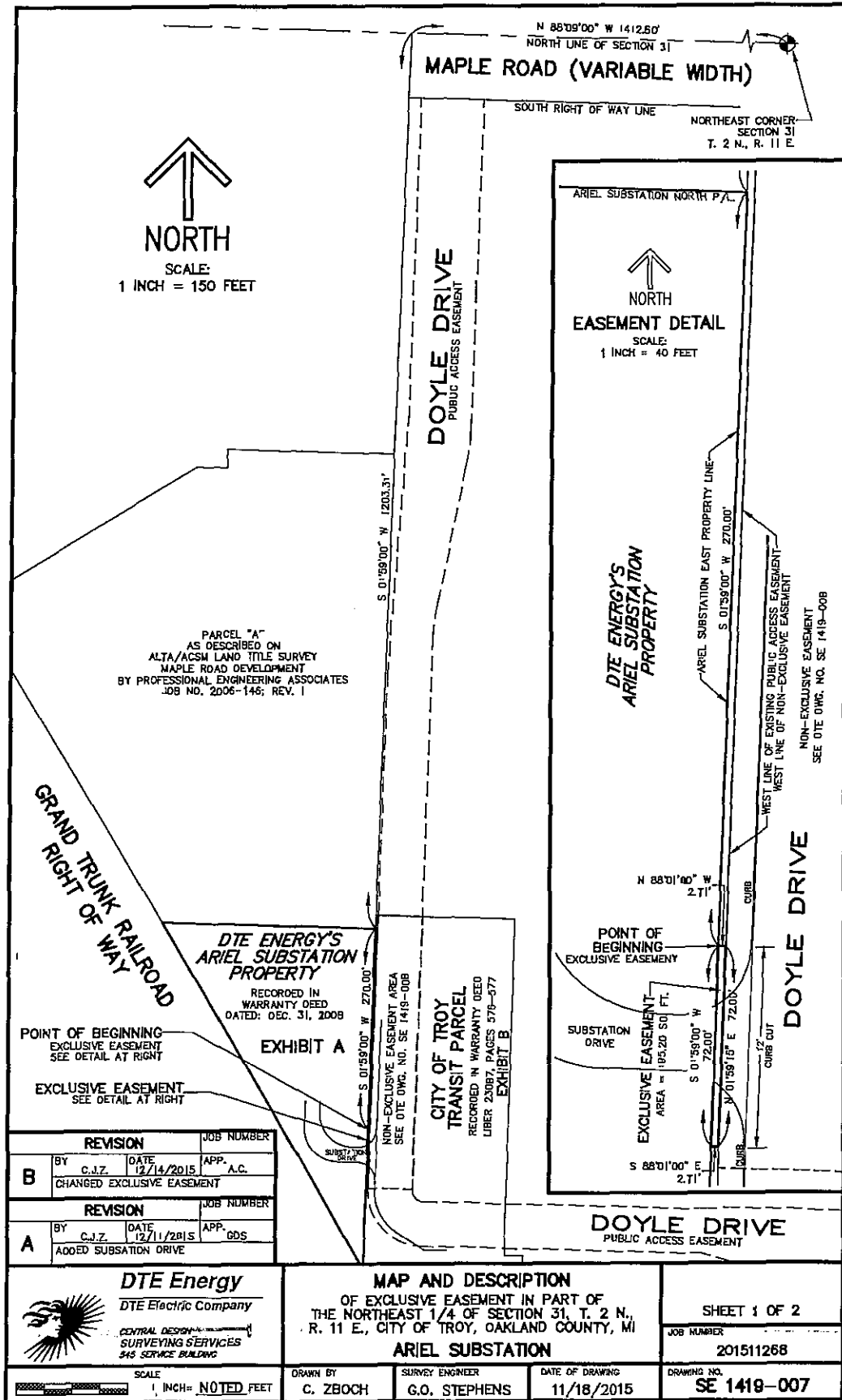
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD

04-10-2014	11:00 AM	CITY OF TROY OAKLAND COUNTY, MICHIGAN			
Description of Transit Parcel as per Warranty Deed recorded in L. 23097, P. 576-577 (June 21, 2001)					
FILE: 20-31-226-015, WD, 00N					
DATE	PER	SCALE	DRAWN BY	NAME	DATE
		HOR. 1"=100'	CHECKED BY	NAME	DATE
CONTRACT NO.		VERT. 1"=100'		SHEET NO.	JOB NO.
N/A			STEVEN J. VANDETTTE, P.E.	20F2	N/A
Distribution Prepared By George J. Ballard III, P.S. Lead Surveyor		CITY ENGINEER			

EXHIBIT C
EASEMENT AREA

See attached

EXHIBIT C-1 CITY OF TROY PERMANENT



REVISION				JOB NUMBER
B	BY	DATE	APP.	A.C.
	C.J.Z.	12/14/2015		
CHANGED EXCLUSIVE EASEMENT				
REVISION				JOB NUMBER
A	BY	DATE	APP.	GDS
	C.J.Z.	12/11/2015		
ADDED SUBSTATION DRIVE				

DTE Energy
DTE Electric Company

CENTRAL DESIGN & SURVEYING SERVICES
345 SERVICE BUILDING

SCALE
1 INCH = NOTED FEET

MAP AND DESCRIPTION
OF EXCLUSIVE EASEMENT IN PART OF
THE NORTHEAST 1/4 OF SECTION 31, T. 2 N.,
R. 11 E., CITY OF TROY, OAKLAND COUNTY, MI

ARIEL SUBSTATION

DRAWN BY
C. ZBOCH

SURVEY ENGINEER
G.O. STEPHENS

DATE OF DRAWING
11/18/2015

SHEET 1 OF 2

JOB NUMBER
201511268

DRAWING NO.
SE 1419-007


EXHIBIT C-1 CITY OF TROY PERMANENT

EXCLUSIVE EASEMENT

An Exclusive 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, 1203.31 feet, thence continuing South 01°59'00" West, 270.00 feet, along DTE Energy's East property line, to the POINT OF BEGINNING; thence South 01°59'00" West, 72.00 feet, along DTE Energy's East property line; thence South 88°01'00" East, 2.71 feet; thence North 01°59'15" East, 72.00 feet; thence North 88°01'00" West, 2.71 feet, to the Point of Beginning. Containing 195.20 Square feet of land in area, more or less.

PT 20-31-226 029

REVISION				JOB NUMBER
B	BY	DATE	APP.	
	C.J.Z.	12/14/2015	A.C.	
CHANGED EXCLUSIVE EASEMENT				
REVISION				JOB NUMBER
A	BY	DATE	APP.	
	C.J.Z.	12/11/2015	GDS	
ADDED SUBSATON DRIVE				



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

MAP AND DESCRIPTION
OF EXCLUSIVE EASEMENT IN PART OF
THE NORTHEAST 1/4 OF SECTION 31, T. 2 N.,
R. 11 E., CITY OF TROY, OAKLAND COUNTY, MI
ARIEL SUBSTATION

SHEET 2 OF 2
JOB NUMBER:
201511268

SCALE
1 INCH = N.A. FEET

DRAWN BY
C. ZBOCH

SURVEY ENGINEER
G.D. STEPHENS

DATE OF DRAWING
11/18/2015

DRAWING NO.
SE 1419-007



NORTHEAST CORNER
SECTION 31
T. 2 N., R. 11 E.

DOYLE DRIVE
PUBLIC ACCESS EASEMENT

PARCEL "A"
AS DESCRIBED ON
ALTA/ACSM LAND TITLE SURVEY
MAPLE ROAD DEVELOPMENT
BY PROFESSIONAL ENGINEERING ASSOCIATES
JOB NO. 2006-146; REV. 1

POINT OF BEGINNING
NON-EXCLUSIVE EASEMENT
ON CITY OF TROY PARCEL

SEE DETAIL AT RIGHT

GRAND TRUNK RAILROAD
RIGHT OF WAY

DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

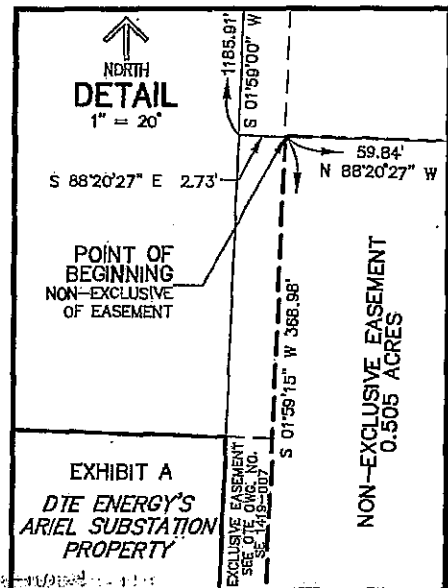
RECORDED IN
WARRANTY DEED
DATED: DEC. 31, 2008

EXHIBIT A

S 01°59'15" W 368.98'
NON-EXCLUSIVE
0.505 ACRES

N 01°57'43" E 367.32'
CITY OF TROY
TRANSIT PARCEL
RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577
EXHIBIT B

S 88°01'00" E
60.00'



DOYLE DRIVE
PUBLIC ACCESS EASEMENT

NON-EXCLUSIVE EASEMENT
0.505 ACRES

REVISION		JOB NUMBER	
A	BY C.J.Z.	DATE 12/11/2015	APP. G.D.S.
ADDED SUBSTATION DRIVE			

NON-EXCLUSIVE EASEMENT

A Non-exclusive 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, 1185.91 feet, thence South 88°20'27" East, 2.73 feet to the POINT OF BEGINNING; thence South 01°59'15" West, 366.98 feet, thence South 88°01'00" East, 60.00 feet, thence North 01°57'43" East, 367.32 feet, thence North 88°20'27" West, 59.84 feet to the Point of Beginning. Containing 0.505 acres of land in area, more or less.

pt 20-31-226015

REVISION			JOB NUMBER
A	BY C.J.Z.	DATE 12/11/2015	APP. G.O.S.
ADDED SUBSTATION DRIVE			

2016 MAY 17 AM 10:12

96105
LIBER 49373 PAGE 61
\$49.00 MISC RECORDING
\$4.00 REMONUMENTATION
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:

OK - LB

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,

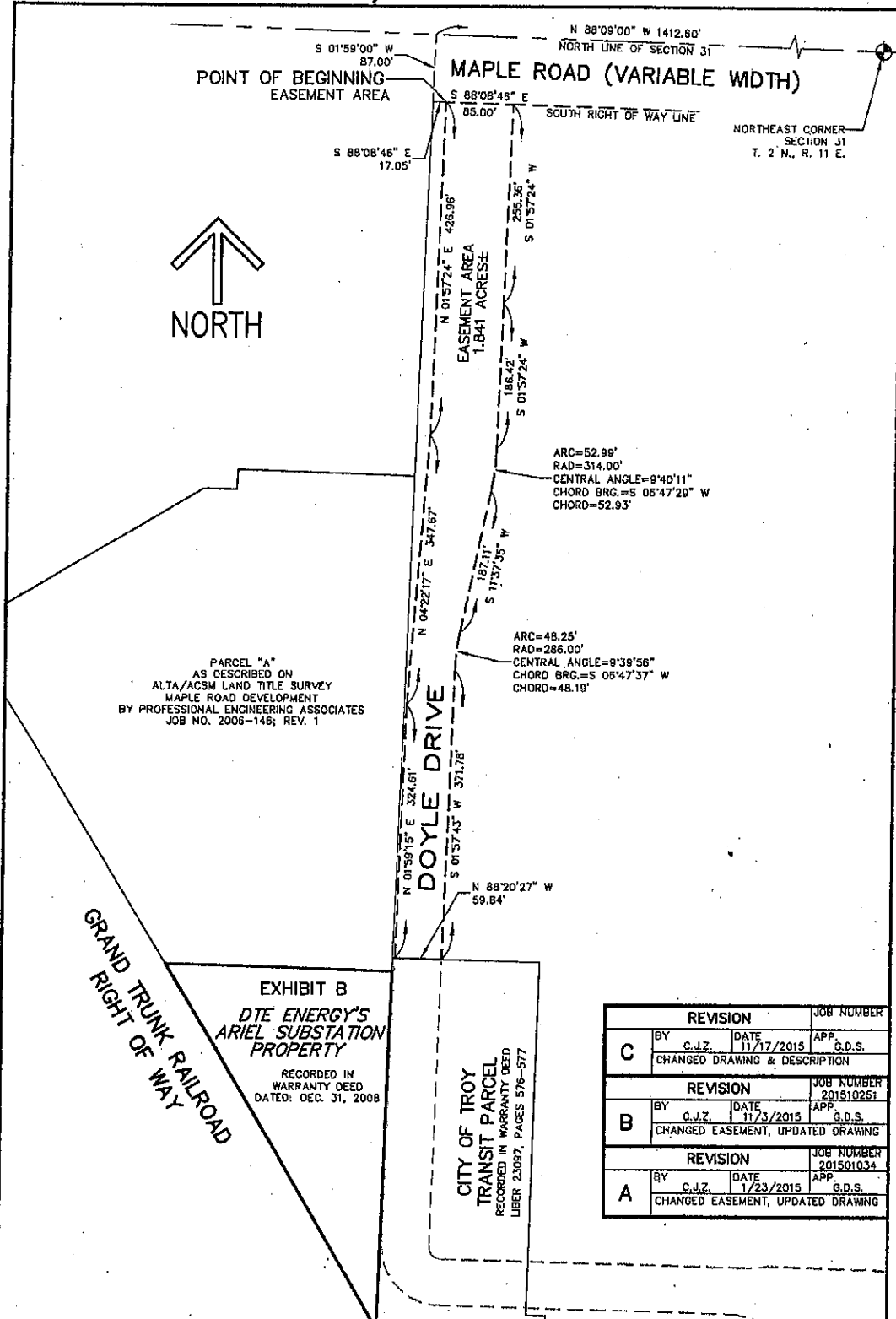
Return to:

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



REVISION				JOB NUMBER
C	BY	DATE	APP.	G.D.S.
	C.J.Z.	11/17/2015		
CHANGED DRAWING & DESCRIPTION				
REVISION				JOB NUMBER
B	BY	DATE	APP.	G.D.S.
	C.J.Z.	11/3/2015		
CHANGED EASEMENT, UPDATED DRAWING				201510251
REVISION				JOB NUMBER
A	BY	DATE	APP.	G.D.S.
	C.J.Z.	1/23/2015		
CHANGED EASEMENT, UPDATED DRAWING				201501034


 DTE Energy DTE Electric Company CENTRAL DESIGN SURVEYING SERVICES 545 SERVICE BUILDING	MAP AND DESCRIPTIONS OF EASEMENT AREA IN PART OF THE NORTHEAST 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MI ARIEL SUBSTATION			SHEET 1 OF 2
	SCALE 1 INCH = 150 FEET	DRAWN BY C. ZBOCH	SURVEY ENGINEER G.D. STEPHENS	DATE OF DRAWING 2/3/2010
			JOB NUMBER 201001002	
			DRAWING NO. SE 1419-001	

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.	201510251
	C.J.Z.	11/3/2015	G.D.S.	
CHANGED EASEMENT, UPDATED DRAWING				
REVISION				JOB NUMBER
A	BY	DATE	APP.	201501034
	C.J.Z.	1/23/2015	G.D.S.	
CHANGED EASEMENT, UPDATED DRAWING				



 DTE Energy DTE Electric Company <small>CENTRAL DESIGN SURVEYING SERVICES 345 SERVICE BUILDING</small>	MAP AND DESCRIPTIONS 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 ARIEL SUBSTATION	SHEET 2 OF 2 JOB NUMBER 201001002
	SCALE  1 INCH = NOTED FEET	DRAWN BY C. ZBOCH
		DATE OF DRAWING 2/3/2010
		DRAWING NO. SE 1419-001

EXHIBIT B

DTE PROPERTY DESCRIPTION

EXHIBIT "B" GRAND/SAKWA AGREEMENT

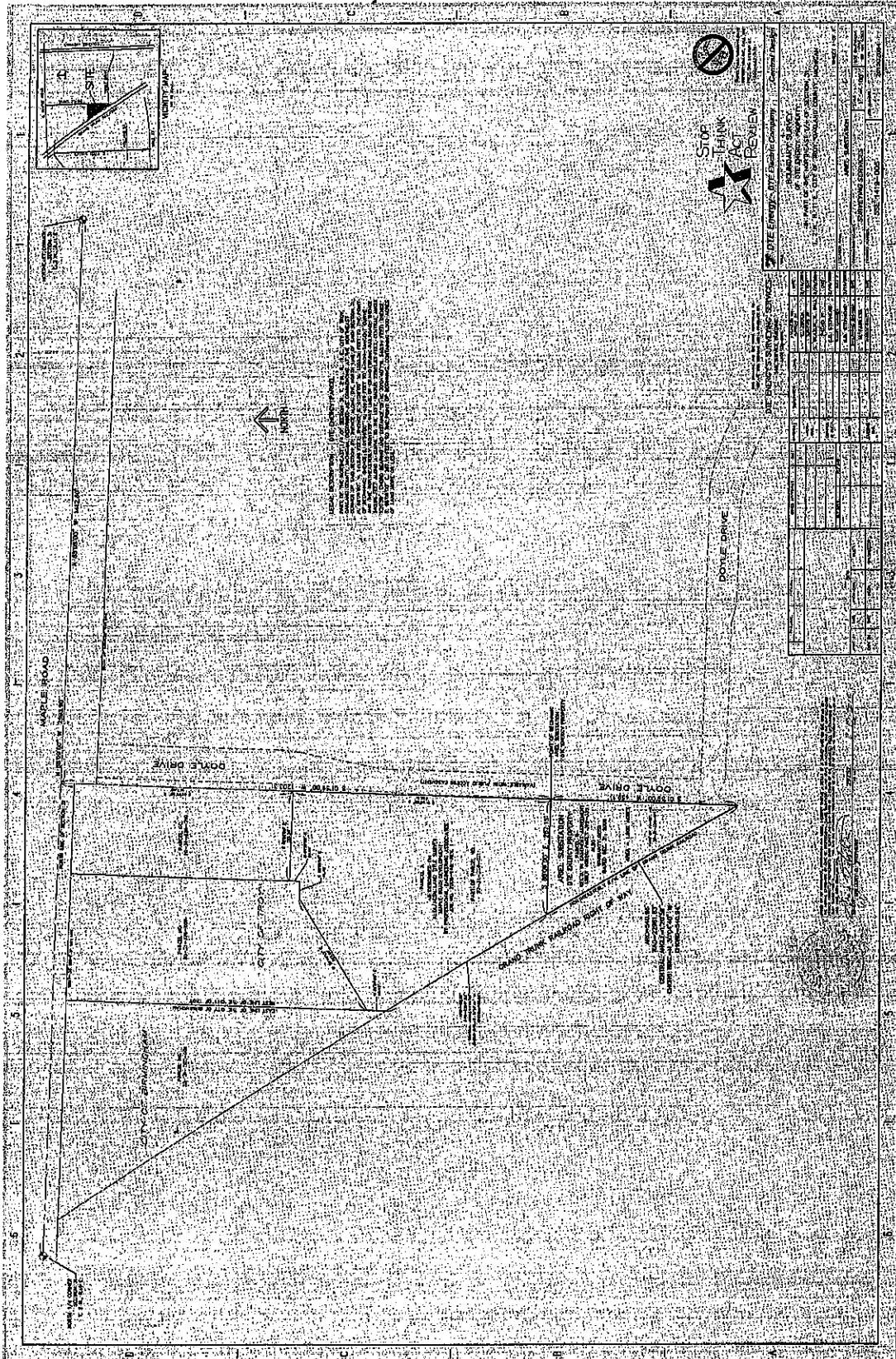
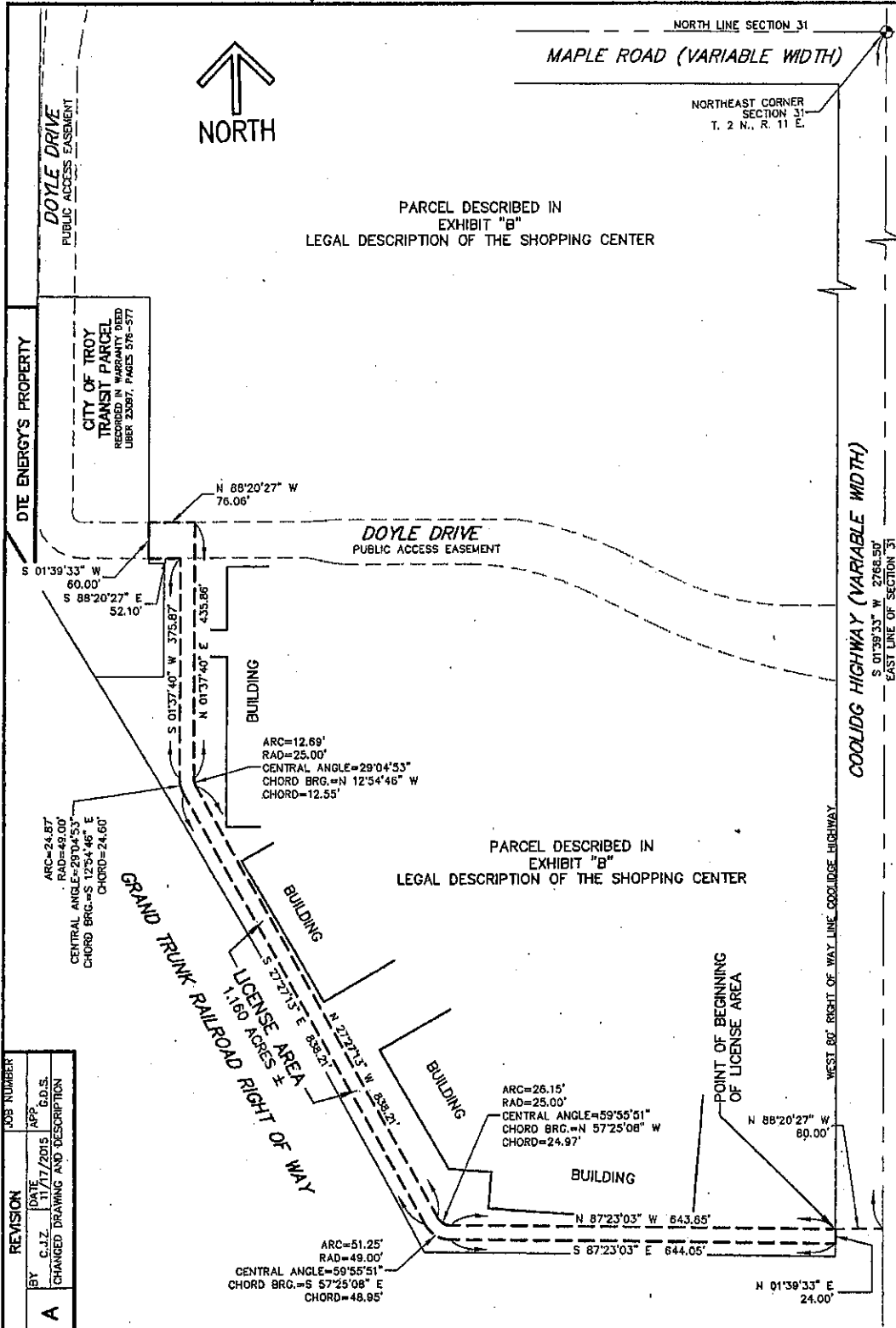


EXHIBIT C

**TEMPORARY CONSTRUCTION ACCESS
LICENSE DESCRIPTION**

4836-7978-8080.1
ID\GREENE, ALAN - 112804\000001

EXHIBIT C GRAND/SAKWA LICENSE AREA



REVISION	DATE	BY	APP.	JOB NUMBER
A	11/17/2015	C.J.Z.	G.D.S.	201511257
CHANGED DRAWING AND DESCRIPTION				

DTE Energy
DTE Electric Company
CENTRAL DESIGN SURVEYING SERVICES
549 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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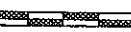
EXHIBIT C GRAND/SAKWA LICENSE AREA

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.

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

REVISION		JOB NUMBER	
A	BY C.J.Z.	DATE 11/17/2015	APP. G.D.S.
CHANGED DRAWING AND DESCRIPTION			
 DTE Energy <small>DTE Electric Company</small> <small>CENTRAL DESIGN SURVEYING SERVICES</small> <small>345 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	
SCALE  1 INCH = N.A. FEET		DRAWN BY C. ZBOCH	SURVEY ENGINEER G.D. STEPHENS
		DATE OF DRAWING 11/18/2015	SHEET 2 OF 2 JOB NUMBER 201511257 DRAWING NO. SE 1419-004

Boggemes, Stephen

From: Takacs, Rebecca
Sent: Wednesday, June 01, 2016 5:17 PM
To: Mention, Barbara A.; Boggemes, Stephen
Subject: FW: ITC Construction Permit - Doyle Street

Barb or Steve,

Please put this in the right of way file for Ariel station, wherever we place the Grand Sakwa easement, for future reference. Thank you!

Rebecca L. Takacs
Attorney, Capital Projects & Maintenance
ITC Holdings Corp
27175 Energy Way
Novi, MI 48377
rtakacs@itctransco.com
Direct 248.946.3541

Notice: This email and any of its attachments (collectively, the "Communication") may contain: (1) privileged, proprietary, non-public, and/or confidential information protected by law; and/or (2) information pertaining to electric transmission projects, functions, or operations that could have a material effect on the energy market if disclosed to energy market participants. This Communication is for the sole use of the intended recipient(s) and should not be shared with anyone else. Unauthorized use or disclosure of any kind is strictly forbidden. If you received this Communication in error please notify the sender, and permanently delete the original and any copies or printouts. This Communication may also contain "Confidential Information" or "Restricted Information" as defined in the ITC CIP 310 R4 Information Protection Program; if it does, it will be marked as such and contain additional restrictions.

Please consider the planet before you print.

From: Takacs, Rebecca
Sent: Wednesday, June 01, 2016 5:16 PM
To: 'Lori G Bluhm' <BluhmLG@troymi.gov>
Subject: RE: ITC Construction Permit - Doyle Street

Thank you Lori. This will be kept with our property file for future reference within ITC.

Rebecca L. Takacs
Attorney, Capital Projects & Maintenance
ITC Holdings Corp
27175 Energy Way
Novi, MI 48377
rtakacs@itctransco.com
Direct 248.946.3541

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Please consider the planet before you print.

From: Lori G Bluhm [<mailto:BluhmLG@troymi.gov>]
Sent: Wednesday, June 01, 2016 5:09 PM
To: Takacs, Rebecca <rtakacs@itctransco.com>
Subject: RE: ITC Construction Permit - Doyle Street

This will confirm our telephone conversation. Our major objectives when we met some time ago were to have ITC get express permission to use the portions of Doyle Drive that rest on Grand Sakwa property, and also to protect the City against damage due to heavy equipment on the portions of Doyle Drive that rest on City property. You have obtained easements from Grand Sakwa, and the Right of Way permit protects the City's property against any damage caused by this heavy construction equipment. It is my understanding that after the construction is complete, then only pick-up trucks and similar passenger vehicles (and not heavy equipment) will be traversing Doyle Drive. Since Doyle Drive is open for this type of public travel, ITC will be permitted to traverse the City owned property for routine maintenance and access to the equipment after the construction is complete. If subsequent repairs are needed in the future that require heavy equipment, then ITC can apply for future Right of Way permits.

Lori Grigg Bluhm | City Attorney

City of Troy | 500 W. Big Beaver, Troy, MI 48084 | Office: 248.524.3323 | Cell: 248.885.1899
Fax 248.524.3259 | BluhmLG@troymi.gov  

"We believe a strong community embraces diversity, promotes innovation, and encourages collaboration. We strive to lead by example within the region. We do this because we want everyone to choose Troy as their community for life. We believe in doing government the best."

From: Takacs, Rebecca [<mailto:rtakacs@itctransco.com>]
Sent: Wednesday, June 01, 2016 1:06 PM
To: Lori G Bluhm <BluhmLG@troymi.gov>
Subject: FW: ITC Construction Permit - Doyle Street

Hi Lori,

Given this email below, are we NOT going to get a permanent easement for Doyle? I'm fine with no temporary easement, as that will be covered as he stated below. But what about the permanent easement?

Rebecca L. Takacs
Attorney, Capital Projects & Maintenance
ITC Holdings Corp
27175 Energy Way
Novi, MI 48377
rtakacs@itctransco.com
Direct 248.946.3541

Notice: This email and any of its attachments (collectively, the "Communication") may contain: (1) privileged, proprietary, non-public, and/or confidential information protected by law; and/or (2) information pertaining to electric transmission projects, functions, or operations that could have a material effect on the energy market if disclosed to energy market participants. This Communication is for the sole use of the intended recipient(s) and should not be shared with anyone else. Unauthorized use or disclosure of any kind is strictly forbidden. If you received this Communication in error please notify the sender, and permanently delete the original and any copies or printouts. This Communication may also contain "Confidential Information" or "Restricted Information" as defined in the ITC CIP 310 R4 Information Protection Program; if it does, it will be marked as such and contain additional restrictions.

Please consider the planet before you print.

From: Steven J Vandette [<mailto:VandetteSJ@troymi.gov>]

Sent: Wednesday, June 01, 2016 12:47 PM

To: Davis, Erika

Subject: RE: ITC Construction Permit - Doyle Street

Erica, we will be issuing a Right-of-Way (ROW) permit instead of sending a temporary easement agreement to city council for approval. We can do this because you have already secured an access agreement from Grand Sakwa and we are treating the City owned portion of Doyle as right-of-way. This means that we do not have to wait for a city council meeting, we can issue a ROW permit anytime, provided all requirements are met.

The following items are needed for a ROW permit to be issued:

- A completed and signed Right-of Way Permit Application (available on Engineering Dept. web page and attached). The application must be submitted electronically.
<http://troymi.gov/Government/Departments/Engineering/ROWPermits.aspx>
- Traffic Control Plan for Doyle Road closure and detour of Shopping Center Traffic
- Proof of insurance (from trucking company) with the City of Troy named as an additional insured.
- Cash deposit along with the permit inspection fees. Fees are calculated by the Engineering Department after review of the application.

We do require a cash deposit to insure against any damage that might be caused by the overweight trucks. The deposit amount is the same as for DTE, \$50,000. This deposit would be refunded provided there is no damage to the road, or repairs are made by ITC's contractor.

If repairs are not done by your contractor, we would use the deposit to make all necessary road repairs ourselves and deduct the cost from your deposit. Our preference of course is to not do the repairs ourselves and refund the entire \$50,000.

Let me know if you have any questions.

Sincerely,

Steven Vandette, P.E. | City Engineer

City of Troy | 500 W. Big Beaver, Troy, MI 48084 | Office: 248.524.3383 | troymi.gov  

"We believe a strong community embraces diversity, promotes innovation, and encourages collaboration. We strive to lead by example within the region. We do this because we want everyone to choose Troy as their community for life. We believe in doing government the best."

Notice: This email and any of its attachments (collectively, the "Communication") is from an attorney and may contain: (1) privileged, proprietary, non-public, and/or confidential information protected by law; and/or (2) information pertaining to electric transmission projects, functions, or operations that could have a material effect on the energy market if disclosed to energy market participants. This Communication is for the sole use of the intended recipient(s) and should not be shared with anyone else. Unauthorized use or disclosure of any kind is strictly forbidden. If you received this Communication in error please notify the sender, and permanently delete the original and any copies or printouts. This Communication may also contain "Level 1-Confidential" or "Level 2-Restricted Information" as defined in the ITC CIP 1101 Information Process; if it does, it will be marked as such and contain additional restrictions.

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2016 FEB -1 AM 11:22

17139
LIBER 49022 PAGE 268
\$49.00 MISC RECORDING
\$4.00 RENOVATION
02/01/2016 11:49:22 A.M. RECEIPT# 11324
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 30th day of November, 2015 (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 DTE Electric Company, a Michigan corporation ("DTE"), whose address is One Energy Plaza, Detroit, Michigan 48226.

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 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 DTE agree as follow:

I. Access Easement. Grand/Sakwa hereby grants, for the benefit of DTE, 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 DTE 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 fails

HP
142
E

OK - LG

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. DTE 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 DTE park vehicles along Doyle Drive; provided, however, that the parties acknowledge and agree that DTE will be installing a conduit in Maple Road which will temporarily impede, but at no time completely close or block, a portion of Doyle Drive during the performance of the work.

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 DTE provided that any such change or reconfiguration will continue to provide DTE with ingress/egress access to Maple Road, in a manner sufficient to allow DTE to operate and maintain the substation.

3. **Indemnification.** DTE 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 DTE's (including DTE employees, agents, contractors, independent contractors) use of the Easement Area and/or License Area described below and/or by reason of DTE'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 DTE, 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 DTE Property (the "License Area"). DTE 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 other heavy load equipment ("Heavy Equipment")) 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 Heavy Equipment shall be delivered to the DTE Property through the Easement Area to Maple Road.

5. **Repairs.** DTE shall be responsible for reimbursing Grand/Sakwa for the cost of any repairs or damage to the Easement and License Areas caused by DTE's use of the Easement and License Areas. Except as set forth herein, DTE 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 DTE 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 DTE in connection with its use of the Easement Area or License Area.

6. **Insurance.** DTE 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 DTE 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 DTE 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. DTE 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

DTE ELECTRIC COMPANY, a Michigan corporation

By: [Signature]
Name: Florence D. Washington
Title: GENERAL SUPERVISOR CORPORATE SERVICES

STATE OF MICHIGAN)
) ss:
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 30 day of November, 2015, by William Eisenberg, the Auth. Rep. 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 Wayne)

The foregoing instrument was acknowledged before me this 30 day of November, 2015, by Florence D. Washington, the General Supervisor of DTE Electric Company, a Michigan corporation, on behalf of the corporation.

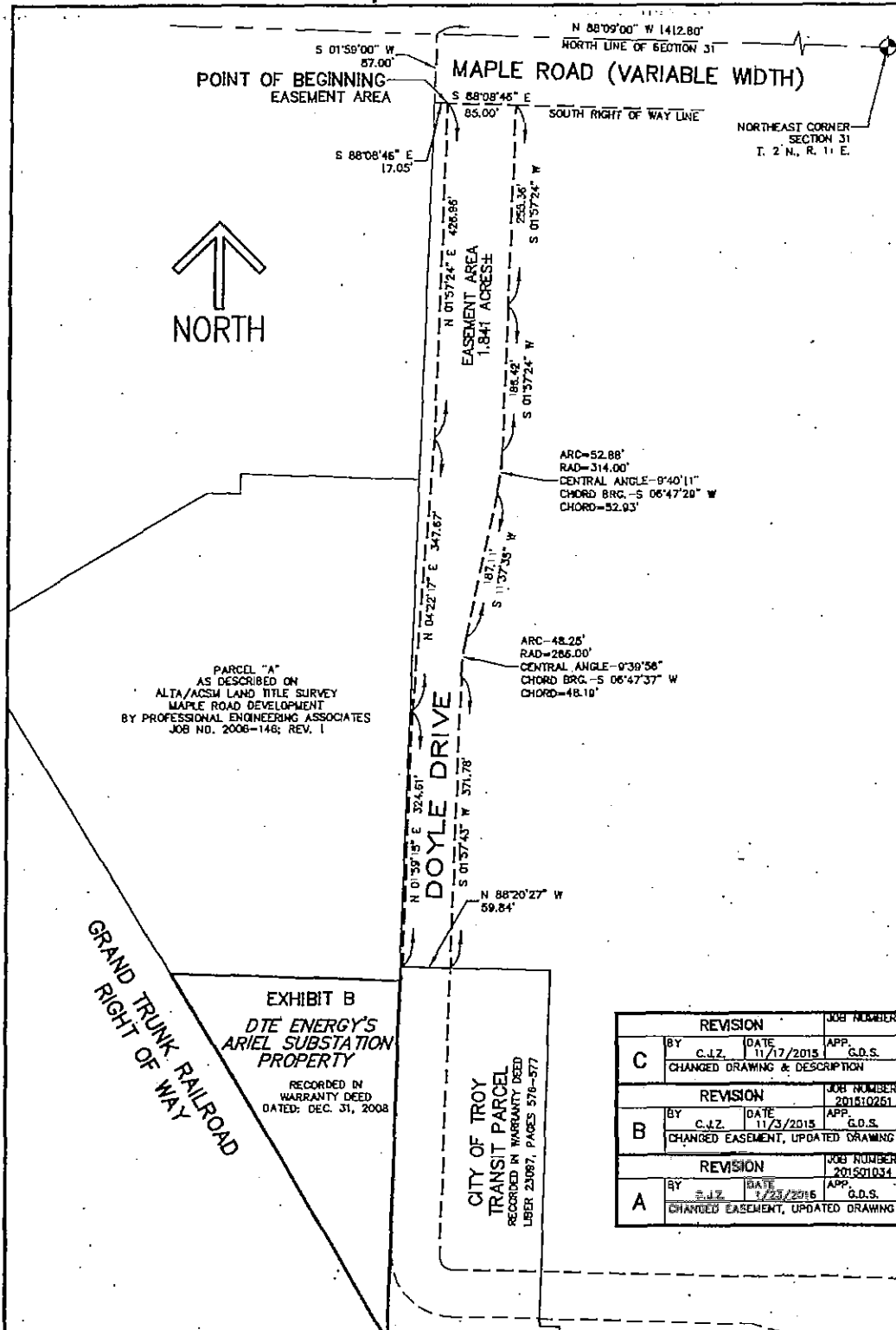
KAREN L. BOURDAGE
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES MARCH 19, 2019
ACTING IN THE COUNTY OF Wayne

[Signature]
Printed Name: Karen L. Bourdage
Notary Public Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires: 3.19.19

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 AGREEMENT



PARCEL "A"
AS DESCRIBED ON
ALTA/ACSW LAND TITLE SURVEY
MAPLE ROAD DEVELOPMENT
BY PROFESSIONAL ENGINEERING ASSOCIATES
JOB NO. 2006-146; REV. 1

GRAND TRUNK RAILROAD
GRAND RIGHT OF WAY

EXHIBIT B
DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

RECORDED IN
WARRANTY DEED
DATED: DEC. 31, 2008

CITY OF TROY
TRANSIT PARCEL
RECORDED IN WARRANTY DEED
LIBER 23087, PAGES 576-577

REVISION		JOB NUMBER	
C	BY C.J.Z. DATE 11/17/2015 APP. G.D.S. CHANGED DRAWING & DESCRIPTION	201001002	
B	BY C.J.Z. DATE 11/3/2015 APP. G.D.S. CHANGED EASEMENT, UPDATED DRAWING	2010010261	
A	BY C.J.Z. DATE 1/23/2016 APP. G.D.S. CHANGED EASEMENT, UPDATED DRAWING	201001034	



 DTE Energy DTE Electric Company <small>CENTRAL DESIGN SURVEYING SERVICES 345 SERVICE BUILDING</small>	MAP AND DESCRIPTIONS OF EASEMENT AREA IN PART OF THE NORTHEAST 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MI			SHEET 1 OF 2
	ARIEL SUBSTATION			JOB NUMBER 201001002
SCALE 	DRAWN BY C. ZBOCH	SURVEY ENGINEER G.D. STEPHENS	DATE OF DRAWING 2/3/2010	DRAWING NO. SE 1419-001

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

DTE Energy
DTE Electric Company

CENTRAL DESIGN
SURVEYING SERVICES
515 SERVICE BUILDING

MAP AND DESCRIPTIONS		
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.		
ARIEL SUBSTATION		
SCALE	DRAWN BY	SURVEY ENGINEER
1 INCH = NOTED FEET	C. ZBOCH	G.D. STEPHENS
	DATE OF DRAWING	
	2/3/2010	

SHEET 2 OF 2
JOB NUMBER 2010010D2
DRAWING NO. SE 1419-001

EXHIBIT B

DTE PROPERTY DESCRIPTION

EXHIBIT "B"
GRAND/SAKWA AGREEMENT

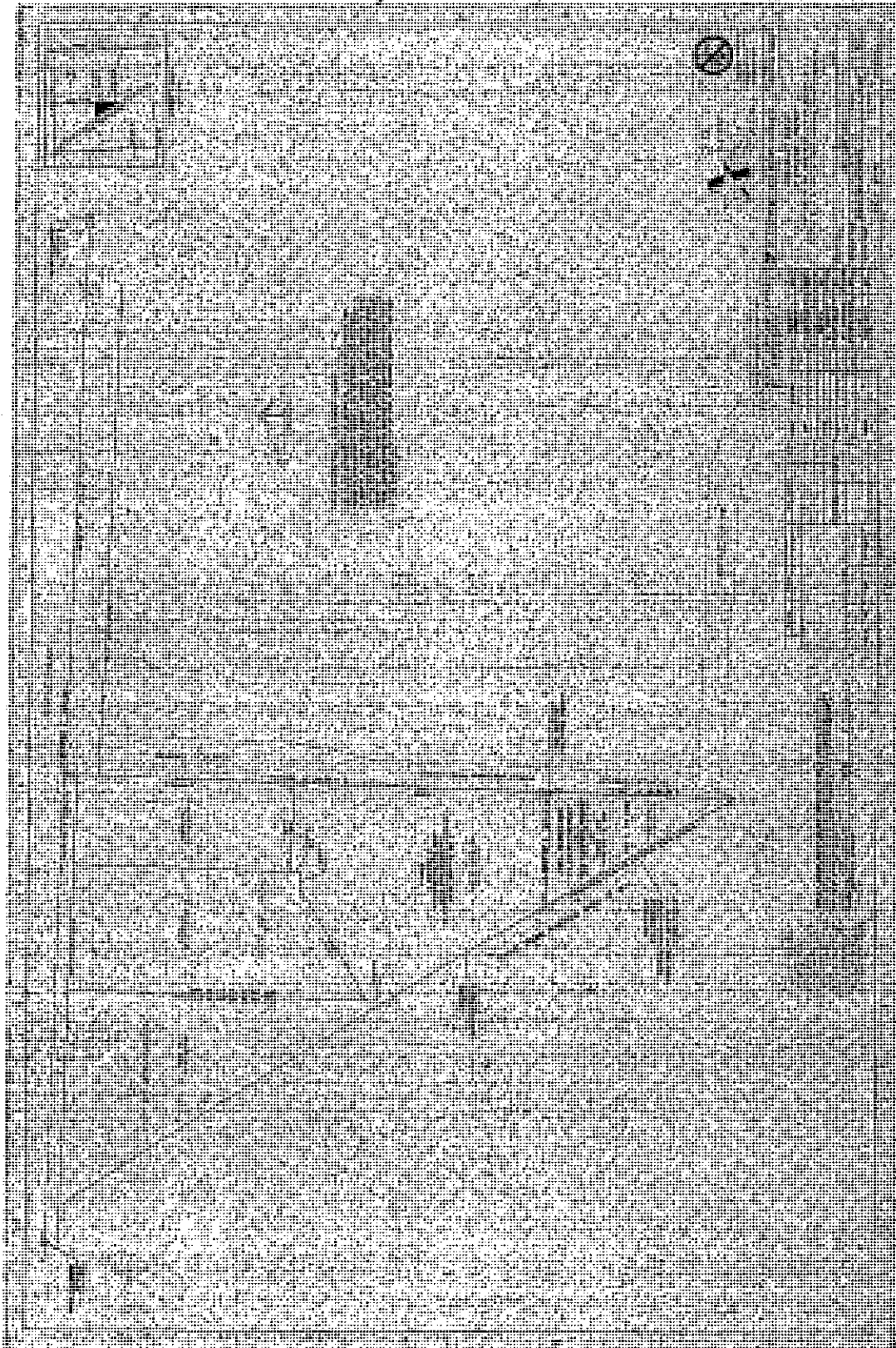
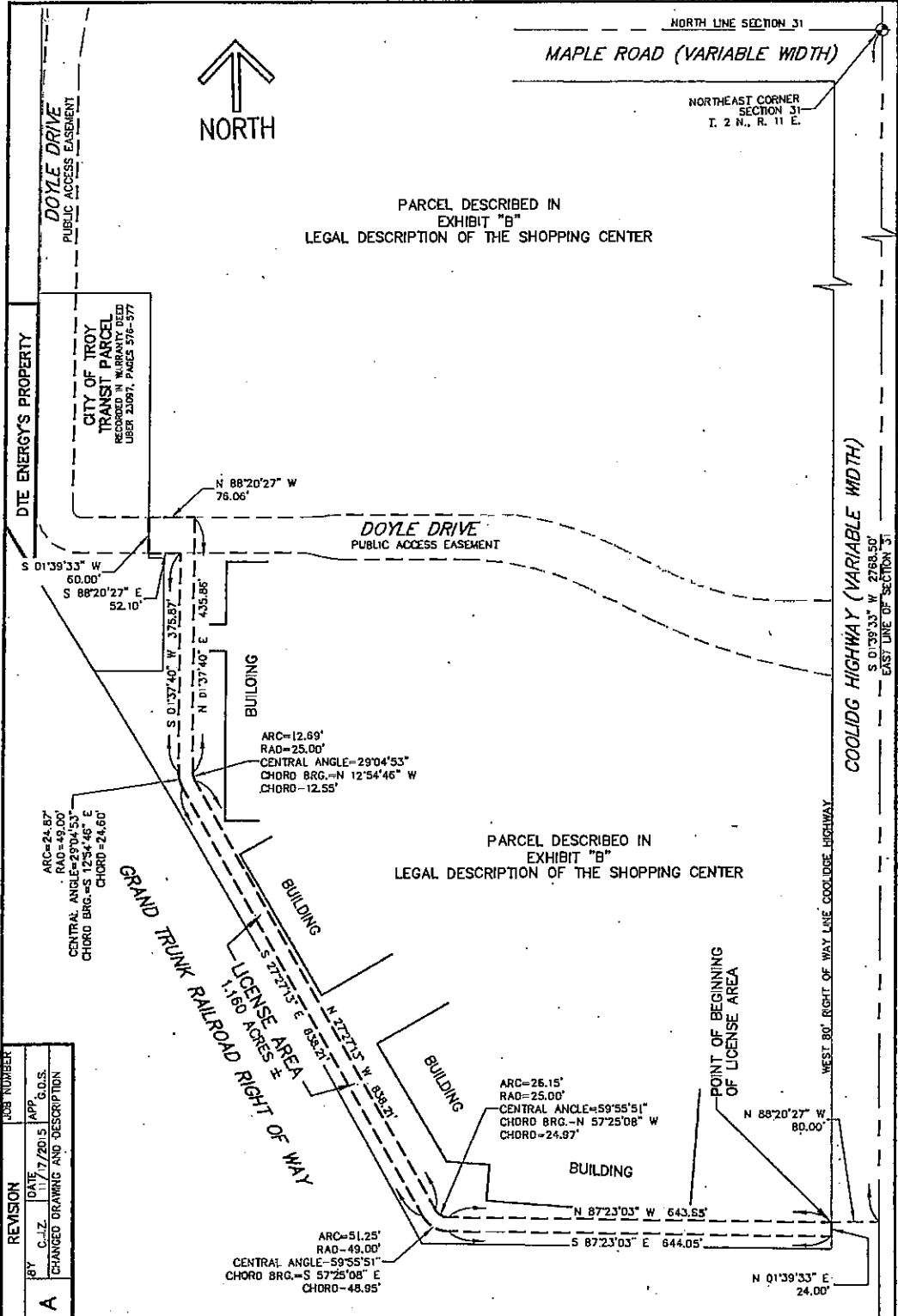


EXHIBIT C

**TEMPORARY CONSTRUCTION ACCESS
LICENSE DESCRIPTION**

BH012352860.1
ID\AMG - 019956\000001

EXHIBIT C GRAND/SAKWA LICENSE AREA



REVISION	DATE	APP. G.O.S.
A	11/17/2015	C. Z

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

SCALE
1 INCH = 200 FEET

DRAWN BY
C. ZBOCH

SURVEY ENGINEER
G.D. STEPHENS

DATE OF DRAWING
11/16/2015

DRAWING NO.
SE 1419-004

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.

PT 20-31-226-021
PT 20-31-226-018
PT 20-31-226-017

REVISION		JOB NUMBER
A	BY C.J.Z.	DATE 11/17/2015
CHANGED DRAWING AND DESCRIPTION		APP. G.D.S.

DTE Energy
DTE Electric Company

CENTRAL DESIGN
SURVEYING SERVICES
515 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 2 OF 2

JOB NUMBER
201511257

DRAWING NO.
SE 1419-004

SCALE: 1 INCH = N.A. FEET

DRAWN BY C. ZBOCH	SURVEY ENGINEER G.D. STEPHENS	DATE OF DRAWING 11/16/2015
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