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LIBER 50002 PAGE 833
\$26.00 MISC RECORDING
\$4.00 REINUMENTATION
10/28/2016 11:51:12 A.M. RECEIPT# 129370
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

PARTIAL RELEASE OF TOWER LINE EASEMENT

This Partial Release of Tower Line Easement, is made this 11th day of October, 2016, between Sunoco Pipeline, L.P., a Texas Limited Partnership, also known as Sunoco Pipeline Limited Partnership ("Grantor"), and International Transmission Company ("ITC" or "Grantee") a Michigan corporation, whose address is 27175 Energy Way, Novi, Michigan 48377.

LOP

WHEREAS, Minnie Grandy, a widow, granted to The Detroit Edison Company ("Edison"), an easement dated December 20, 1922, and recorded in Liber 5 of Miscellaneous Records, Page 8, Oakland County Records, to construct, operate and maintain its lines for electric light and power, including the necessary towers, fixtures, wires and equipment, and including also the right to trim any trees along said lines, so as to keep the wires clear by at least twelve (12) feet, upon, over and across property located in Avon Township, Oakland County, State of Michigan described as the North Forty-four (44) acres of the East One-half (1/2) of the Northwest One-quarter (1/4) of Section Twenty-four (24) Township 3 North, Range 11 East, lying North of stream.

WHEREAS, ITC purchased the transmission system from Edison on December 5, 2000 whereby said easement rights were conveyed to ITC by a Partial Assignment of Easement Rights dated December 5, 2000 and recorded in Liber 23842, Page 234, Oakland County Records;

WHEREAS, Grantor has succeeded to title to a portion (hereinafter referred to as "Grantor's Land") of the above described lands being encumbered by said easement in Avon Township, Oakland County, Michigan. Grantor's Land is described as follows:

See GRANTOR'S LAND on attached Exhibit A.

More commonly known as. 1232 E. Avon Road, Rochester Hills, MI

Parcel ID: 15-24-100-049

WHEREAS Grantor has requested that ITC partially release said easement on that part of Grantor's Land which is not necessary for the construction, operation and maintenance of ITC's lines and ITC is willing to do so.

NOW THEREFORE, in consideration of the sum of one dollar, receipt of which is hereby acknowledged, ITC does release, quit claim and abandon the above described easement on Grantor's Land and all of the transmission rights acquired by Edison by virtue of said easement which rights have

Upload to Site 3205

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been assigned to ITC **EXCEPT** such transmission rights as it may pertain to a strip of land ("Easement Area") which is described as follows:

See DESCRIPTION OF EASEMENT AREA on attached Exhibit A.

(1) Notwithstanding the terms and conditions contained in the original easement grant, this partial release is granted to Grantor for that portion of the easement traversing Grantor's Land, on the express condition that Grantee shall have the perpetual right to construct, operate, maintain, repair, reconstruct, inspect, replace, improve, enlarge, upgrade, relocate, reconductor and/or remove its Transmission Lines in, on, over, under, along and across the Easement Area, which Transmission Lines include towers, H-frames, poles, structures, wires, manholes, conduits, cables (including fiber optic cables) and all other equipment for transmitting electrical energy as well as telecommunications signals for ITC or ITC's assignees, and also the perpetual right to enter at all times upon Grantor's Land for the purposes set forth in this Partial Release of Tower Line Easement. Except existing structures or buildings, Grantor also agrees that neither above grade buildings or structures, nor below grade buildings or structures which could interfere with ITC's Transmission Lines herein described, shall be placed within the Easement Area without the prior written consent of ITC.

(2) Furthermore, Grantee shall have the right at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, brush or other vegetation now or hereafter standing or growing within the Easement Area. Within a reasonable time after performing any work, Grantee shall clean up the Easement Area in accordance with best management practices for utility rights of way.

Subject to the conditions herein contained, except as to the extent hereby released, the easement dated December 20, 1922, shall and does remain in full force and effect. Additionally, it is understood that this Partial Release of Easement does not release any rights retained by Edison in the original easement.

Sunoco Pipeline L.P.

By: Sunoco Logistics Partners Operations GP LLC,
its general partner

By: Karen R. McMillin
Name: Karen R. McMillin
Title: Director, Right of Way (Attorney-in-Fact)

ACKNOWLEDGEMENT

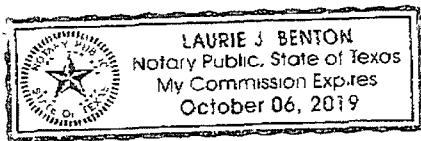
STATE OF Texas
COUNTY OF Fort Bend

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On this 23rd day of September 2016, before me, the undersigned officer, personally appeared Karen R. McMillin, who acknowledged herself to be the Director, Right of Way (Attorney-in-Fact) of Sunoco Logistics Partners Operations GP LLC, a Delaware limited liability company, general partner of Sunoco Pipeline L.P. and further acknowledged that she, as such Director, Right of Way, being authorized to do so, executed the foregoing instrument as the act and deed of such company for the purposes therein contained by signing the name of such company

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of September, 2016.

Laurie J. Benton
Notary Public in and for the State of TX
Laurie J. Benton
(Print Name of Notary Public Here)



(Grantee's signature and acknowledgement appear on the following page.)

GRANTEE:

International Transmission Company, a Michigan corporation, d/b/a ITC *Transmission*

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



Matthew S. Carstens,
Vice President & General Counsel -
Utility Operations

Acknowledged before me in Oakland County, Michigan, on this 11th day of October, 2016, by Matthew S. Carstens, Vice President and General Counsel-Utility Operations, of ITC Holdings Corp., a Michigan corporation, the Sole Owner of International Transmission Company, a Michigan corporation.

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

Laura J. McCray, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 7/30/2021

Prepared By:
Patricia T. Murphy (P61872)
ITC Holdings Corp
27175 Energy Way
Novi, MI 48377

When Recorded Return To:
Real Estate Manager
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377

GRANTOR'S LAND

Land situated in the City of Rochester Hills, County of Oakland, State of Michigan, described as follows

Part of the Northwest 1/4 of Section 24, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as **Commencing** at a point which is South 84 degrees 31 minutes 30 seconds West, along the North line of said Section, 765 11 feet from the North 1/4 corner of said Section, thence South 00 degrees 25 minutes 20 seconds East, 522.50 feet, thence South 44 degrees 21 minutes 54 seconds West, 738.64 feet to a point on the West line of the East 1/2 of the Northwest 1/4 of said Section, thence North 02 degrees 41 minutes 08 seconds West, along said West line, 325 22 feet, thence South 84 degrees 31 minutes 30 seconds West, parallel with said North Section line, 132 16 feet, thence North 02 degrees 41 minutes 08 seconds West, parallel with said West line, 672 80 feet to a point on the North line of said Section, thence North 84 degrees 31 minutes 30 seconds East, along said North Section line, 694 11 feet to the **Point of Beginning**

Tax ID # 70-15-24-100-049
 Commonly known as 1406 E Avon Rd , Rochester Hills, MI
 (Per Warranty Deed recorded in Liber 46483, Page 474, Oakland County Records)

DESCRIPTION OF EASEMENT AREA

Land in the Northwest 1/4 of Section 24, Town 3 North, Range 11 East, City of Rochester Hills Oakland County, Michigan described as

All that part of the above-described Grantor's Land which lies Southeasterly of a line eighty-five (85 00) feet Northwesterly of and parallel with, and which lies Northwesterly of a line seventy-five (75 00) feet Southeasterly of and parallel with the following described line

Commencing at the North 1/4 corner of Section 24, Town 3 North, Range 11 East, thence South 84 degrees 31 minutes 34 seconds West, along the North line of said Section 24, 252 89 feet to the **Point of Beginning**, thence along said described line the following three (3) courses
 (1) South 44 degrees 41 minutes 59 seconds West 2350 52 feet,
 (2) South 43 degrees 41 minutes 55 seconds West 826.57 feet, and
 (3) South 80 degrees 07 minutes 28 seconds West 69 74 feet to the West line of Section 24 and the **Point of Ending**, said point lying distant North 02 degrees 42 minutes 52 seconds West, along the West line of Section 24, 108.77 feet from the West 1/4 corner of Section 24

The side lines of the above described easement are intended to be prolonged or shortened to terminate at the boundanes of the above described Grantor's Land and to intersect along the bisectors of the angle points in said described line

8042.646 Adams-Spokane-Bloomfield (Easement Exhibits).dwg
 Sheet 2 of 2
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| <p>MCNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LYONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p> | For <u>I.T.C.</u> Date <u>3/7/16</u> |
| | Scale <u>NA</u> Drawn By <u>SA</u> |
| | Job No. <u>8042.646</u> Checked By <u>MB</u> |