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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

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

Plaintiff,

vs.

ELIYAHU LEV LLC; ORNETHA
LATRESHA VAUGHN; JOSEPH WILLIAM
MORGAN, JR.; WELLS FARGO
FUNDING, INC. D/B/A NORWEST
MORTGAGE, INC.; FLOYD BROOKS;
DTE ELECTRIC COMPANY; MICHIGAN
BELL TELEPHONE COMPANY;
CONSUMERS ENERGY COMPANY; DTE
GAS COMPANY; SLOAN BROTHERS
DEVELOPMENT COMPANY, A
MICHIGAN CORPORATION; EMMA
PUTZIG, OR HER UNKNOWN HEIRS,
LEGATEES, DEVISEES, AND ASSIGNS;
SLOAN HOMESITE CO., A MICHIGAN
CORPORATION,

Defendants.

**SUBJECT TO DOCKET
DIRECTIVE 2016-11**

Civil Action 16-012043-CC

Hon. Robert J. Colombo, Jr.

Parcel No.: BE-2158

16-012043-CC

CONSENT JUDGMENT AS TO
DEFENDANT CONSUMERS ENERGY
COMPANY, ONLY

Matthew Johnson

FILED IN MY OFFICE
WAYNE COUNTY CLERK
11/9/2016 8:29:10 AM
CATHY M. GARRETT

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(313) 963-3873

CONSENT JUDGMENT AS TO DEFENDANT
CONSUMERS ENERGY COMPANY ONLY

At a session of the Court held in the
Courthouse in the County of Wayne,
State of Michigan on 11/8/2018.

Present: Hon. Robert J. Colombo, Jr.

This matter is before the Court on a Complaint for Condemnation filed by Plaintiff International Transmission Company, d/b/a *ITCTransmission* (“*ITCTransmission*”), for the acquisition of a vegetation management easement (the “Easement”) on property located in the City of Taylor, Wayne County, Michigan with Tax ID 60-028-01-0022-002, commonly known as 9093 Robert St. (the “Property”); the Easement and the Property are more particularly described in Exhibit A to the Complaint (attached hereto as **Exhibit 1**); and the parties having stipulated to the entry of this Consent Judgment.

IT IS ORDERED AND ADJUDGED as follows:

1. Any rights and interests held by Defendant Consumers Energy Company (“Consumers”) in the Property are hereby preserved and are not changed, altered, or diminished by *ITCTransmission*’s taking of the Easement, and Consumers’ property rights and interests shall continue to have priority in title over the Easement. In exercising the rights granted to *ITCTransmission* pursuant to the Easement, *ITCTransmission* shall not interfere with any of Consumers’ existing rights and interests in the Property, including, but not limited to, any

existing or future Consumers structures or facilities located within the Property's boundaries that are erected or constructed pursuant to Consumers' existing rights in the Property.

2. In addition to, but not in lieu of, any other legal or equitable remedies available to Consumers under applicable law, Consumers shall be entitled to reimbursement from *ITCTransmission* for any expenses incurred because of any damage that *ITCTransmission* causes to any existing or future Consumers structures or facilities located within the Property's boundaries that are erected or constructed pursuant to Consumers' existing rights in the Property. Provided, however, that *ITCTransmission*'s obligation to reimburse Consumers under this paragraph shall not apply to the extent that such damage is caused by any action of *ITCTransmission* that is included within *ITCTransmission*'s rights to the Property that existed as of the date when Consumers obtained its rights and interests in the Property.

3. Defendant Consumers waives any rights that it has, or may have had, to challenge the necessity of *ITCTransmission*'s taking of the Easement.

4. Defendant Consumers is not entitled to receive any just compensation and waives its right to claim and/or receive any just compensation in this action that it may have been entitled to claim and/or receive under the Uniform Condemnation Procedures Act, MCL 213.51, *et seq.* ("UCPA") or otherwise at law or equity.

5. This Consent Judgment is with prejudice as to any further assertion of claims by Consumers against *ITCTransmission* relating to the taking of the Easement, the Just Compensation and any and all claims in this action which may be allowed under the UCPA.

6. The terms of this Consent Judgment may not be amended, changed or modified except by written agreement of the parties hereto and as approved and ordered by this Court.

7. A copy of this Consent Judgment shall be recorded by *ITCTransmission* with the Wayne County Register of Deeds, with a recorded copy of the Consent Judgment served on undersigned counsel for Consumers.

8. Defendant Consumers Energy Company, only, is dismissed without prejudice and without costs or fees to any party.

THIS CONSENT JUDGMENT DOES NOT RESOLVE THE LAST PENDING CLAIM, BUT IT DOES RESOLVE ALL CLAIMS IN THIS CASE BETWEEN PLAINTIFF AND DEFENDANT CONSUMERS ENERGY COMPANY.

/s/ Robert J. Colombo, Jr.

Circuit Court Judge

16-012043-CC

STIPULATION

I approve the form and stipulate to entry of the above Judgment.

ZAUSMER, AUGUST & CALDWELL, P.C.

CONSUMERS ENERGY COMPANY

/s/ Andrea M. Johnson

Mischa M. Boardman (P61783)
Andrea M. Johnson (P67522)
Attorneys for International Transmission
Company, d/b/a *ITCTransmission*

/s/ Adam C. Smith (w/Consent)

Adam C. Smith (P69760)
Attorney for Consumers Energy Company

No. A 89265

E-314 BK

STATE OF MICHIGAN, } ss.
County of Wayne

CERTIFIED COPY — "LAW"

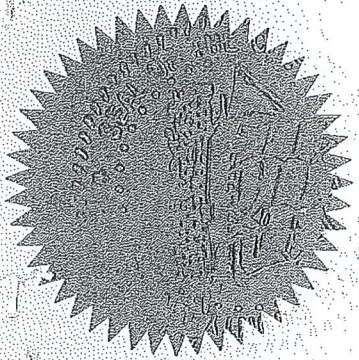
I, CATHY M. GARRETT, Clerk of Wayne County, and Clerk of the Circuit Court for the County of Wayne, do hereby certify that the above and the foregoing is a true and correct copy of Consent Judgment as to Defendant
Consumers Energy Company, only

Case # 16-012043-cc

10 pages

entered in the above entitled cause by said Court, as appears of record in my office. That I have compared the same with the original, and it is a true transcript therefrom, and of the whole thereof

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this day of JAN 16 2017 A.D. 20



CATHY M. GARRETT, Clerk

Fee, \$

2000

[Signature]

, Deputy Clerk

CONSENT JUDGMENT AS TO DEFENDANT CONSUMERS
ENERGY COMPANY, ONLY

EXHIBIT 1

VEGETATION MANAGEMENT EASEMENT

On _____, 20____, for good and valuable consideration, the receipt of which is hereby acknowledged, _____ ("Grantor") whose address is _____, conveys and warrants to International Transmission Company, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377 ("Grantee"), its successors and assigns, a permanent easement ("Easement") over, under, across and through a part of "Grantor's Land" referred to as the "Easement Area" and/or the "Easement Description," all of which are described on Exhibit "A" attached hereto.

1. **Purpose:** The purpose of this Easement is to provide Grantee with the perpetual right to enter at all times upon Grantor's Land to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush now or hereafter standing or growing within the Easement Area.
2. **Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Easement Area in accordance with best management practices for utility rights of way.
3. **Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.
4. **Existing Rights:** Nothing contained in this Easement shall be construed as releasing or impairing any rights or privileges which may have been granted to, acquired by, or which already exist in favor of, Grantee or The Detroit Edison Company relative to the Easement Area or the Grantor's Land as described on the attached Exhibit "A."
5. **Damage Repair:** Grantee shall pay for any actual damage to Grantor's Land or Grantor's personal property resulting from Grantee's exercise of any of Grantee's rights under this Easement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damage to the extent that such damage results in whole, or in part, from Grantor's negligence. The term actual damage as used in this section is not intended to, nor does it, include damage to vegetation within the Easement Area as contemplated in paragraph 1.
6. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

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).

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

GRANTOR

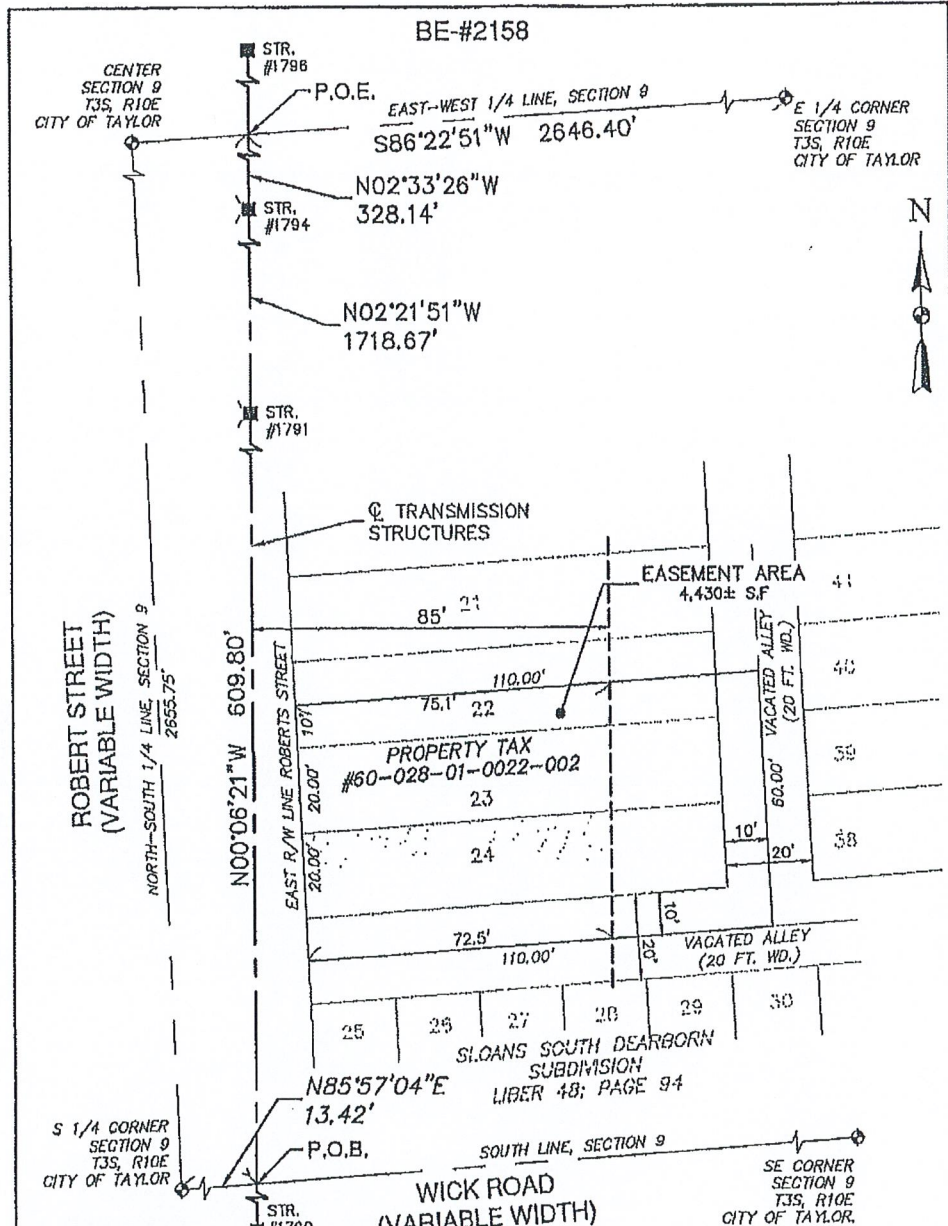
Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 20__, by _____.

_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires _____

Drafted by:
Patricia Murphy (P61872)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

When recorded return to:
NSI Consulting & Development
24079 Research Drive
Farmington Hills, MI 48335

EXHIBIT "A"
DESCRIPTION OF "GRANTOR'S LAND,"
"EASEMENT AREA" AND "EASEMENT DESCRIPTION"



LEGEND

- CENTERLINE OF EASEMENT
- N 88° E DESCRIBED \odot TRANSMISSION LINE - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83
- N 88° E PARCEL DIMENSIONS - BEARINGS BASED ON DESCRIPTION OF GRANTOR'S LAND
- \odot SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.E. POINT OF ENDING
- \blacksquare STRUCTURE

	CLIENT: ITC	JOB: 1037-13-5948
	PROJECT: BROWNSTOWN-ELM TRANSMISSION LINE	DATE: 12/12/2013
	METRO CONSULTING ASSOCIATES Michigan Ohio Indiana 800.525.6016 www.metroca.net	REV.: 08/20/2015
		REV.: ---
		BOOK/CREW: ---
		DRAWN BY: MRB
		CHECK BY: MT/MH
		SHEET: 1 OF 2

GRANTOR'S LAND:

(PER WARRANTY DEED AT LIBER 50050, PAGE 1159, WAYNE COUNTY RECORDS)

The South one half of Lot 22 and all of Lots 23 and 24, including one half of the vacated alley located at the rear, SLOAN'S SOUTH DEARBORN SUBDIVISION, according to the Plat thereof as recorded in Liber 48 of Plats, Page(s) 94, Wayne County Records.

(PER RESOLUTION AT LIBER 21095, PAGE 294, WAYNE COUNTY RECORDS)

Whereas, pursuant to petition and in accordance with the provisions of Section 18, Chapter 4, Act No. 283, P.A. 1909, as amended, this council has conducted a hearing to determine the advisability to:

Vacate, retaining all utility easements, the two 18' alleys adjacent to lots 50 thru 61 and lots 74 thru 85 inclusive, located on the east side of Groschner between Wick and Mary; 86 thru 97 and lots 110 thru 121 inclusive, located on the east side of Trafalgar between Wick and Mary; also the five 20' alleys adjacent to lots 25 thru 37 and lots 24 and 38 inclusive, located on the north side of Wick between Robert and Groschner; 62 thru 73 and lots 61 and 74 inclusive, located on the north side of Wick between Groschner and Trafalgar; 98 thru 109 and lots 97 and 110 inclusive located on the north side of Wick between Trafalgar and Margaret; 122 thru 124 and 136 thru 151 inclusive located on the west side of Pardee between Margaret and Wick; 125 thru 135 and lots 124 and 136 inclusive located on the north side of Wick between Margaret and Pardee be approved as public benefit. All lots are part of the SLOAN'S SOUTH DEARBORN SUBDIVISION, SE 1/4 Section 9, City of Taylor, Wayne County, Michigan.

and, WHEREAS, a view of the premises above described was had in accordance with said statute.

NOW, THEREFORE BE IT RESOLVED, that it is in the best interest of the public that the above describe road(s) or portion(s) thereof be absolutely abandoned and discontinued reserving therein an easement(s) for public utility and sewer purposes.

Commonly known as: 9093 Robert St., Taylor, Michigan 48180
Tax ID #: 60-028-01-0022-002

PERMANENT EASEMENT:

All that part of the above described Grantor's Land which lies seventy-five (75.00) feet Westerly of and parallel with the following described line, and which lies eighty-five (85.00) feet Easterly of and parallel with the following described line:

Commencing at the South 1/4 corner of Section 9, Town 3 South, Range 10 East, City of Taylor, Wayne County, Michigan; thence N85°57'04"E 13.42 feet along the South line of said Section 9 to the POINT OF BEGINNING of said line; thence N00°06'21"W 609.80 feet; thence N02°21'51"W 1718.67 feet; thence N02°33'28"W 328.14 feet to the POINT OF ENDING of said line; said point being S86°22'51"W 2646.40 feet along the East-West 1/4 line from the East 1/4 corner of said Section 9.

The side lines of said easement shall be extended or shortened to meet at angle points, and to terminate at the boundaries of the above described Grantor's Land.

	CLIENT:	ITC	JOB: 1037-13-5948
	PROJECT:	BROWNSTOWN--ELM TRANSMISSION LINE	DATE: 12/12/2013
			REV.: 08/20/2015
			REV.: --
			BOOK/CREW: --
			DRAWN BY: MRB
			CHECK BY: MT/MH
			SHEET: 2 OF 2
	 METRO CONSULTING ASSOCIATES Michigan Ohio Indiana 800.525.6016 www.metroca.net		