

1/2

INDENTURE made the 21st day of August, 1963, between William M. La Salle and Anna V. La Salle and Farrell A. Rose and Jessie B. Rose parties of the first part, and THE DETROIT EDISON COMPANY, party of the second part,

WITNESSETH:

WHEREAS, the party of the second part has constructed or is about to construct certain of its lines, towers, poles, fixtures and equipment for the transmission of electricity, located entirely upon lands not subject to this grant but nevertheless adjoining the lands hereinafter described and affected hereby,

NOW THEREFORE:

For and in consideration of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the parties of the first part grant to the party of the second part, its successors and assigns, a right to enter upon the lands hereinafter described from time to time, and at such time as the party of the second part shall determine, for the sole and only purpose of trimming, or cutting down any trees along said transmission lines which could fall into the said lines or otherwise interfere with their operation and maintenance, now or at any time hereafter during the continued existence of the said lines,

PROVIDED HOWEVER:

The party of the second part is to be responsible for all damage to growing crops, buildings or fences caused by its men, teams, trucks and other vehicles and equipment in entering said lands for the purposes aforesaid; and further provided that nothing contained herein is intended or shall be construed to limit or restrict the parties of the first part in their occupancy or enjoyment of said lands in any way not inconsistent with the provisions of the grant.

This grant shall be binding upon parties of the first part, their heirs, executors, administrators, successors and assigns.

The lands which are the subject of this grant are located in the Township of Novi, County of Oakland, State of Michigan, described as: The West 30 feet of part of the East 1/2 of the Southeast 1/4 of Section 12, Town 1 North, Range 3 East, described as beginning at the Southwest corner of the East 1/2 of the Southeast 1/4 of said Section 12; thence North 0°08' East on 1/8 line 1320.0 feet; thence South 89°54' East 660.0 feet; thence South 0°08' West 1320.0 feet to the South line of said Section 12; thence North 89°54' West on Section line 660.0 feet to the point of beginning. Provided further, however, that no trees will be planted within the Westerly 10 feet of said 30-foot strip, and that Evergreen trees may be grown within the Easterly 20 feet of said 30-foot strip, not to exceed a height of 40 feet.

subject to existing easements and restrictions.

In the Presence of:

Ralph E. Brehmer
Ralph E. Brehmer
Patricia V. O'Malley
Patricia V. O'Malley
Barbara Stewart
Barbara Stewart
STATE OF MICHIGAN
COUNTY OF Oakland SS

Signed and Sealed:

Farrell A. Rose (L.S.)
Farrell A. Rose
Jessie B. Rose (L.S.)
Jessie B. Rose
William M. La Salle (L.S.)
William M. La Salle
Anna V. La Salle
Anna V. La Salle

On this 21st day of August, A.D. 1963, before me, the subscriber, a Notary Public in and for said County, personally appeared William M. La Salle and Anna V. La Salle, his wife known to me to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be Their free act and deed.

Ralph E. Brehmer
Ralph E. Brehmer
Notary Public, Wayne
County, Michigan.

My Commission expires: 6-26-65

RECORDED RIGHT OF WAY NO. STATE 1940

1963 AUG 30 PM 9 42
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

RETURN TO
RICHARD H. TANNON
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

5/12/63
11-16-63
JPT

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

On this 22nd day of August, A.D. 1963, before me, the subscriber, a Notary Public in and for said County, personally appeared Farrell A. Rose and Jessie B. Rose, his wife known to me to be the person s described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed.

Ralph E. Brehmer
Ralph E. Brehmer
Notary Public, Wayne
County, Michigan.

My Commission expires: 6-26-65

FOR RENT TO
RICHARD H. TAYLOR
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN



Real Estate Department

Project No: EOA0122873
Property: Sunset-Hancock Corridor
Business Unit: ITC

Date: March 12, 2014
To: Records Center
From: Elaine Clifford
Subject: Vegetation Management Easement

Attached are additional rights granted by Cabot 12 Corner LLC, whose address is 39000 Country Club Drive, Farmington Hills, MI 48331 to ITC.

ITC was granted a 30' wide easement on the westerly most of Grantor's property. This right strengthens the rights previously granted as recorded in Liber 4471, P 898.

There was no consideration paid for this easement

This easement was processed by Patricia Murphy

Please incorporate in ROW# R22260P40.

Attachment (s)

CC: Melissa Ely
J. Kehoe
K. Jenkins
A. Murray

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2013 AUG -9 PM 1:36

215801
LIBER 46220 PAGE 468
\$22.00 MISC RECORDING
\$4.00 REINUMENTATION
08/19/2013 10:47:06 A.M. RECEIPT# 116764
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

VEGETATION MANAGEMENT EASEMENT

On July 15, 2013, for ~~good and valuable consideration~~, the receipt of which is hereby acknowledged Grantor conveys and warrants to Grantee, its successors and assigns, a permanent vegetation management easement (the "Easement") over, under, across and through part of Grantor's Land called the Easement Strip, as herein described.

Grantor is: Cabot 12 Corner LLC, a Michigan limited liability company, with an address of 39000 Country Club Drive, Farmington Hills, Michigan 48331.

Grantee is: International Transmission Company, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377

Grantor's Land is: in the City of Novi, County of Oakland and State of Michigan and is described as follows:

Part of the Southeast ¼ of Section 12, Town 1 North, Range 8 East, described as: Commencing at the Southeast corner of said Section 12; thence South 86 degrees 55 minutes 28 seconds West 716.42 feet; thence North 02 degrees 26 minutes 19 seconds West 79.33 feet; thence South 86 degrees 04 minutes 18 seconds West 489.27 feet to the point of beginning; thence South 86 degrees 04 minutes 18 seconds West 165.64 feet; thence North 02 degrees 35 minutes 59 seconds West 188.47 feet; thence North 86 degrees 04 minutes 27 seconds East 121.68 feet along a curve to the left said curve having a Radius of 466.00 feet and a Chord Bearing South 03 degrees 30 minutes 01 seconds West 108.35 feet; thence South 03 degrees 10 minutes 25 seconds East 63.54 feet; thence South 41 degrees 14 minutes 15 seconds West 8.69 feet to the point of beginning.

22-12-400-039

SP
E
EM

The Easement Strip is: within Grantor's Land, and is described as:

The westerly most 30 feet of Grantor's Land.

- 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 Strip, with the exception of the agreed upon vegetation as shown on Exhibit "A".

OK - LG

2. **Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Easement Strip 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 Strip or the Grantor's Land.
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 Strip 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
Cabot 12 Corner LLC

By: FG 40 Corporation
Its managing member




Matthew S. Sosin

Its: AUTHORIZED AGENT

Acknowledged before me in OAKLAND County, Michigan, on this 15 day of JULY, 2013, by Matthew S. Sosin on behalf of Cabot 12 Corner LLC.

GAIL S. OCHS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 30, 2013
ACTING IN COUNTY OF OAKLAND.



GAIL S. OCHS, Notary Public
WAYNE County, Michigan
Acting in OAKLAND County, Michigan
My Commission Expires 9/30/13

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

When recorded return to:
Elaine Clifford
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

EXHIBIT "A"

Compatible Plant List for ITC Transmission Corridors

Wire Zone (CENTER TO 10' BEYOND OUTSIDE CONDUCTOR)

All Annuals and Fleshy Perennials

Dwarf Evergreen Shrubs

Hetz Arborvitae

Pfitzer Juniper

Mugho pine

Boxwood

Birdsnest Spruce

Deciduous Shrubs

Rose

Spiraea

Weigela

Coralberry

Cotoneaster

Hedge

Rosa

Barberry

Brownii yew

Near Border Zone (10' to 25' FROM OUTSIDE CONDUCTOR)

Evergreen Shrubs

Arborvitae (exception-Pyramidal)

Juniper (exception-Sky Rocket)

Mugho pine

Boxwood

Alberta Spruce

Yew

Deciduous Shrubs

Lilac

Rose

Rose of Sharon

Spiraea

Weigela

Coralberry

Globe arborvitae

Lilac

Viburnum

Hedge Shrubs

Techny Arborvitae

Forsythia

Burning Bush

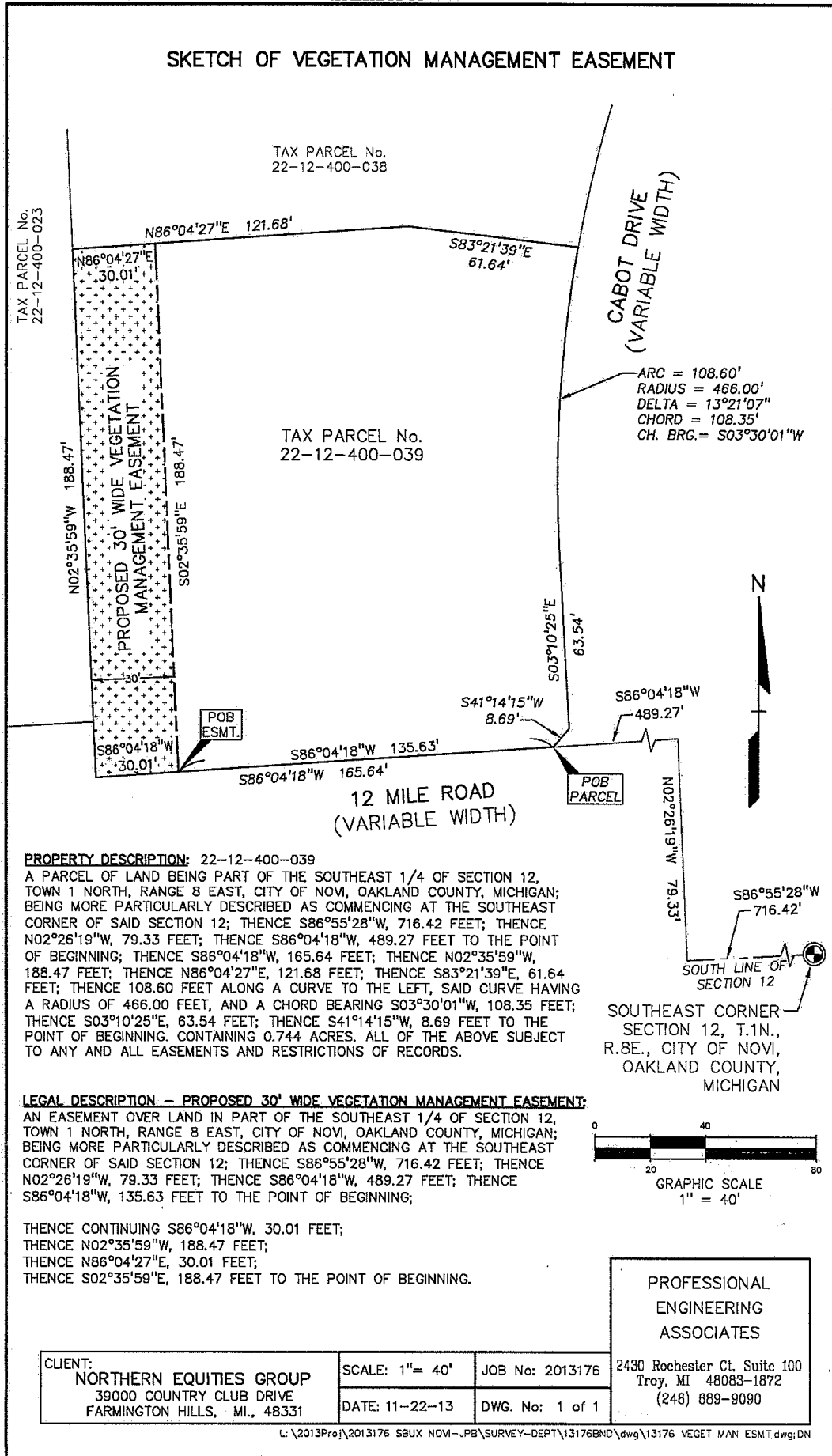
Redtwig Dogwood
Privet
Hydrangea
Viburnum
Holly

**Ornamental Trees for use Adjacent to the ITC Rights-of Way (OVER
25' FROM OUTSIDE CONDUCTOR)**

Dwarf Crabapple
Tree Lilac
Japanese Maple
Weeping Mulberry
Redbud
Dogwood (exception Cornus Florida)
Hawthorne
Serviceberry
Amur Maple
Japanese Snowbell

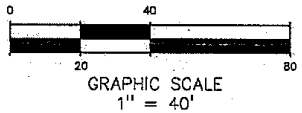
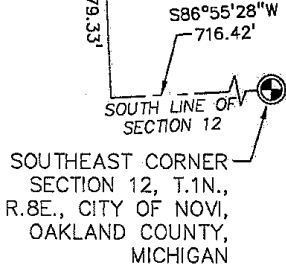
EXHIBIT A

SKETCH OF VEGETATION MANAGEMENT EASEMENT



PROPERTY DESCRIPTION: 22-12-400-039
 A PARCEL OF LAND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S86°55'28"W, 716.42 FEET; THENCE N02°26'19"W, 79.33 FEET; THENCE S86°04'18"W, 489.27 FEET TO THE POINT OF BEGINNING; THENCE S86°04'18"W, 165.64 FEET; THENCE N02°35'59"W, 188.47 FEET; THENCE N86°04'27"E, 121.68 FEET; THENCE S83°21'39"E, 61.64 FEET; THENCE 108.60 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 466.00 FEET, AND A CHORD BEARING S03°30'01"W, 108.35 FEET; THENCE S03°10'25"E, 63.54 FEET; THENCE S41°14'15"W, 8.69 FEET TO THE POINT OF BEGINNING. CONTAINING 0.744 ACRES. ALL OF THE ABOVE SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORDS.

LEGAL DESCRIPTION - PROPOSED 30' WIDE VEGETATION MANAGEMENT EASEMENT:
 AN EASEMENT OVER LAND IN PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S86°55'28"W, 716.42 FEET; THENCE N02°26'19"W, 79.33 FEET; THENCE S86°04'18"W, 489.27 FEET; THENCE S86°04'18"W, 135.63 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUING S86°04'18"W, 30.01 FEET;
 THENCE N02°35'59"W, 188.47 FEET;
 THENCE N86°04'27"E, 30.01 FEET;
 THENCE S02°35'59"E, 188.47 FEET TO THE POINT OF BEGINNING.



CLIENT: NORTHERN EQUITIES GROUP 39000 COUNTRY CLUB DRIVE FARMINGTON HILLS, MI., 48331	SCALE: 1" = 40'	JOB No: 2013176
	DATE: 11-22-13	DWG. No: 1 of 1

PROFESSIONAL ENGINEERING ASSOCIATES
 2430 Rochester Ct, Suite 100
 Troy, MI 48063-1872
 (248) 689-9090