



Real Estate Department

Work Order No.: A0003123
Circuit Name: Bloomfield-Wixom
Business Unit: ITC

Date: April 27, 2017
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate

Subject: Vegetation Management Easement
Parcel ID: 17-32-426-010
BW 733

Attached are documents related to the acquisition of a Vegetation Management Easement dated **February 4, 2013** to International Transmission Company (ITC) from **John and Karen Fraser**, whose address is **2510 Wenona Dr, Wixom, MI 48393**.

The easement was acquired for additional rights needed and located in Part of the **NE ¼ of Section 32, Commerce Township, Oakland County, MI (T2N R8E)**.

The consideration given for the aforementioned acquisition was **\$841.16**

The acquisition was negotiated by **NSI Consulting and Development**.

Please incorporate into Right of Way File No.: **T71739** and cross reference ROW#: **R4795**

Attachment (s)

CC: M. Ely
N. Spencer
S. Gagnon
J. Gruca
K. Jenkins
C. Scott
J. Andree
Fixedassetsgroup@itctransco.com

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2013 FEB 14 PM 2:19

44186
LIBER 45362 PAGE 484
\$16.00 MISC RECORDING
\$4.00 RENOVATION
02/14/2013 02:00:17 P.M. RECEIPT# 23017
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

VEGETATION MANAGEMENT EASEMENT

On February 4th, 2013, for good and valuable consideration, the receipt of which is hereby acknowledged, John M. Fraser and Karen L. Fraser, husband and wife ("Grantor") whose address is 2510 Wenona Drive, Wixom, Michigan, 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. Original Grant of Easement:** Nothing contained in this Easement shall be construed as releasing or impairing any rights or privileges granted to Grantee or The Detroit Edison Company under any existing grant of easement ("Original Grant of Easement") relative to the Grantor's Land. To the extent this Easement grants rights and privileges to either Grantor or Grantee not granted in the Original Grant of Easement, the Original Grant of Easement is hereby amended to include the additional rights and privileges granted by this Easement. If, in any other way, any term, condition or provision of this Easement is inconsistent with or conflicts with one or more provisions of the Original Grant of Easement, the term, condition or provision of this Easement shall control, and to that extent, the Original Grant of Easement is hereby amended. The Original Grant of Easement, insofar as it may cover and relate to land other than Grantor's Land, shall remain in full force and effect in accordance with all of its terms, conditions and provisions.
- 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.

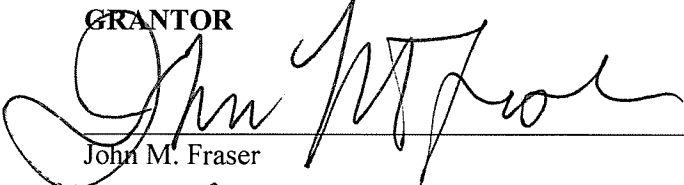
3P
R
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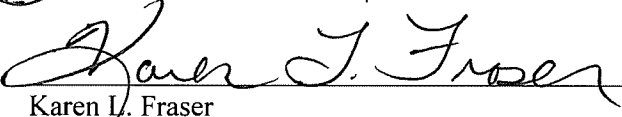
FILE
17739

OK - LG

6. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

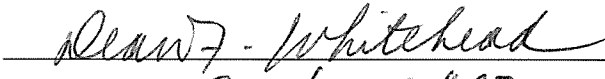
This Easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

GRANTOR


John M. Fraser


Karen L. Fraser

Acknowledged before me in Oakland County, Michigan, on this 4th day of February, 2013, by John M. Fraser and Karen L. Fraser, husband and wife.



DEAN F. WHITEHEAD Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 9-14-2017

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"

GRANTOR'S LAND

Land in the City of Wixom, County of Oakland, State of Michigan and being more particularly described as follows:

Lot 74, Indian Wells Subdivision No. 2, according to the plat thereof as recorded in Liber 207 of Plats, Pages 31, 32, 33 and 34, Oakland County Records.

More commonly known as: 2510 Wenona Dr., Wixom

Tax ID: 17-32-426-010

EASEMENT DESCRIPTION:

All that part of the above described Grantor's Parcel which lies within Eighty-Five (85) feet South of and Seventy-Five (75) feet North of the following described line:

Commencing at the South 1/4 corner of Section 32, Town 2 North, Range 8 East, City of Wixom, Oakland County, Michigan; thence N03°04'05"W 1486.61 feet along the North-South 1/4 line of said Section 32 to the POINT OF BEGINNING of said line; thence N66°34'04"E 258.03 feet; thence N67°52'10"E 860.89 feet; thence N67°50'51"E 783.47 feet; thence N67°49'54"E 840.39 feet to the POINT OF ENDING of said line.

**DIRECTION REGARDING DISPOSITION OF VEGETATION
UPON INITIAL CLEARING**

JOHN M. FRASER ("Owner") is the owner(s) of the property located at 2570 WENONA, WIXOM 48393, CARLISLE County, Michigan. (the "Property");

INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("ITC") has an easement on the Property;

ITC or its agents have the right at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush in accordance with the terms of the Easement; and

To the extent ITC cuts, trims, removes or destroys trees, bushes or brush ("Vegetation") in accordance with the terms of the Easement, Owner has requested that all such Vegetation be handled by ITC in the following manner:

_____ Stack all Vegetation (greater than 6 inches d.b.h.) off the Easement Area and leave on Property as noted below.

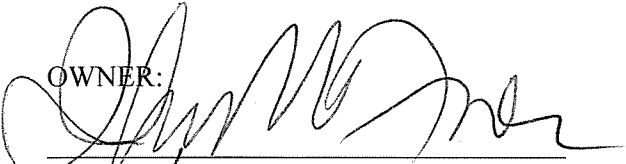
_____ Chip Vegetation (under 6 inches d.b.h.) and broadcast on Easement Area.

X _____ Remove all Vegetation from the Property except small debris, as such small debris is defined in ITC's sole discretion.

_____ Other: _____

Nothing in this document shall be deemed to modify, alter or amend the easement in any way. This document shall not be assigned by Owner, shall not be recorded, and does not run with the land. As is consistent with standard utility practice, it is understood that ITC does not grind or remove stumps. I understand that trees that are removed will be cut as close to the ground as possible given the surrounding terrain, fences, rocks, etc. The cambial layer of stumps shall be treated with an herbicide to limit sprouting. Further, I acknowledge that ITC or its agents may need to make ingress/egress onto my property with vehicles and/or equipment necessary to effectuate the option that I have chosen above.

Signed this 4TH day of FEBRUARY, 2012.

OWNER: 
John M. Fraser