



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: 17-25-303-017
BW 790

Attached are documents related to the acquisition of a Vegetation Management Easement dated **April 16, 2013** to International Transmission Company (ITC) from **Charter Township of Commerce**, whose address is **2840 Fisher, Commerce, MI 48390**.

The easement was acquired for additional rights needed and located in Part of the **SW ¼ of Section 25, Commerce Township, Oakland County, MI (T2N R8E)**.

The consideration given for the aforementioned acquisition was **\$4,459.81**

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

Please incorporate into Right of Way File No.: **T71838**

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 MAY -1 PM 1:33

122449
LIBER 45732 PAGE 838
\$16.00 MISC RECORDING
\$4.00 REMONUMENTATION
05/01/2013 01:33:46 P.M. RECEIPT# 61511
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

VEGETATION MANAGEMENT EASEMENT

On April 16, 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 easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

Grantor is: Charter Township of Commerce, a Michigan municipal corporation, whose address is 2840 Fisher, Commerce Township, MI 48390.

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

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

A PART OF THE SOUTHWEST 1/4 OF SECTION 25, T-2-N., R-8-E., COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 25; THENCE S. 00° 02' 00" W., 1,274.32 FEET ALONG THE WEST LINE OF SECTION 25 AND FOLLOWING WELCH ROAD TO THE POINT OF BEGINNING, THE FOLLOWING TWO COURSES BEING ALONG THE SOUTHERLY LINE OF "ROBELL HEIGHTS SUBDIVISION" AS RECORDED IN LIBER 72, PAGE 7 OF PLATS, OAKLAND COUNTY RECORDS: (1) N. 78° 11' 00" E., 313.67 FEET, AND (2) N. 57° 08' 00" E., 713.50 FEET; THENCE S. 00° 21' 00" E., 515.99 FEET TO A POINT ON THE NORTHERLY LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY, THE FOLLOWING TWO COURSES BEING ALONG SAID NORTHERLY RIGHT-OF-WAY: (1) S. 58° 01' 00" W., 262.37 FEET, AND (2) ALONG A CURVE TO THE RIGHT 444.55 FEET, SAID CURVE HAVING A RADIUS OF 4,929.54 FEET, CENTRAL ANGLE OF 05° 10' 01" AND LONG CHORD BEARING OF S. 60° 36' 01" W., 444.40 FEET; THENCE N. 00° 02' 00" E., 70.57 FEET; THENCE N. 89° 58' 00" W., 45.00 FEET; THENCE N. 00° 02' 00" E., 170.00 FEET; THENCE N. 89° 58' 00" W., 255.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 25; THENCE N. 00° 02' 00" E., 180.92 FEET ALONG THE WEST LINE OF SECTION 25 AND FOLLOWING WELCH ROAD TO THE POINT OF BEGINNING AND CONTAINING 8.705 ACRES.

More commonly known as: Vacant, Commerce, MI 48390

Parcel ID: 17-25-303-017

FILE
171838

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OK - AN

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

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

A strip of land beginning at the **Southeasterly** line of Grantor's Land and continuing to a line lying **75 feet Northwesterly** of, and parallel to, the centerline of the electric transmission structures currently located on or adjacent to Grantor's Land.

1. **Purpose:** The purpose of this Easement is to allow Grantee 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.
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. **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 Easement Strip. To the extent this Easement grants rights and privileges to either party 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. **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

Charter Township of Commerce, a Michigan
municipal corporation

By Thomas J. Jones
Its Township Supervisor

[ACKNOWLEDGMENT APPEARS ON THE FOLLOWING PAGE.]

Acknowledged before me in Oakland County, Michigan, on this 16th day of April, 2013 on behalf of the Charter Township of Commerce, a Michigan municipal corporation, by Thomas K. Zoner, its Township Supervisor.

Vanessa Wagner
Vanessa Wagner, Notary Public
Oakland County, Michigan

Acting in _____ County, Michigan

My Commission Expires June 8, 2016

VANESSA MAGNER
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jun. 08, 2016
Acting in the County of _____

Prepared by:
Patricia T. 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

4/19/2013

Charter Township of Commerce

**4,459.81

Four Thousand Four Hundred Fifty-Nine and 81/100*****

Charter Township of Commerce

easement 790 3123 493-495A

Charter Township of Commerce
2028 · Easement Acquisition

easement 790 3123 493-495A Vacant Land, Comme

4/19/2013

4,459.81

ITC Chase Escrow easement 790 3123 493-495A

4,459.81

Charter Township of Commerce
2028 · Easement Acquisition

easement 790 3123 493-495A Vacant Land, Comme

4/19/2013

1663

4,459.81

PAYMENT
RECORD

ITC Chase Escrow easement 790 3123 493-495A

4,459.81

