



Real Estate Department

Work Order No.: A0004389
Project Name: Bloomfield-Wixom
Business Unit: ITCT

Date: January 23, 2018
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate
Subject: Supplement to Grant of Easement
Tax ID: 17-34-202-016
Site ID: 1321

Attached are the documents related to the acquisition of a supplement to grant of easement dated April 5, 2011 to International Transmission Company (ITC) from Earl C. and Stacy Brown, whose address is 3191 Linda Marie Court, Commerce Township, MI 48930.

The easement is located in Section 34, Commerce Township, Oakland County, MI.

The easement consideration was \$6,375.00

The acquisition was negotiated by NSI Consulting and Development.

Please incorporate into Right of Way File No.: T72091 and cross reference with Right of Way File No.: R4803

Attachments

CC:

J. Andree
M. Ely
R. Everett
S. Gagnon
J. Gruca
C. Scott

A. Snow
N. Spencer
M. Yoders
Fixedassetsgroup@itctransco.com

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2011 NOV 30 AM 10:40

LIBER 43612 PG 573

216971
LIBER 43612 PAGE 573
\$16.00 MISC RECORDING
\$4.00 RENOVATION
11/30/2011 11:21:35 A.M. RECEIPT# 96699



PAID RECORDED - OAKLAND COUNTY
BILL BULLARD JR. CLERK/REGISTER OF DEEDS

SUPPLEMENT TO GRANT OF EASEMENT

This Supplement to Grant of Easement ("Supplement") is given this 5TH day of APRIL, 2011, by **Earl C. Brown** and **Stacy Brown**, husband and wife, whose address is 3191 Linda Marie Court, Commerce Township, Michigan 48930 ("Owner"), to **International Transmission Company**, a Michigan corporation, whose address is 27175 Energy Way, Novi, Michigan 48377 ("ITC").

WHEREAS, an easement was granted to The Detroit Edison Company on February 17, 1923 ("Original Grant of Easement"); and

WHEREAS, The Detroit Edison Company partially assigned its rights under the Original Grant of Easement to ITC on December 5, 2000, by an instrument entitled "Partial Assignment of Easement Rights," which is recorded at Liber 23842, Page 236, Oakland County Records; and

WHEREAS, Owner represents and warrants to ITC that Owner is the present owner in fee simple of the following described tract(s) of land ("Owner's Land"), all or a portion of which is subject to the Original Grant of Easement:

Lot 57 and 58, O'Flaherty's Lake View Subdivision No. 1, as recorded in Liber 43, Page 35 of Plats, Oakland County Records.

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E

More commonly known as: 240 Wellsboro Street, Walled Lake, Michigan 48390

Parcel ID: 17-34-202-016

WHEREAS, ITC has requested that Owner reaffirm and amend the Original Grant of Easement, insofar and only insofar as it affects Owner's Land, which Owner is willing to do, for valuable consideration, the receipt of which is hereby acknowledged by Owner, subject to the terms and conditions set forth below.

NOW, THEREFORE, Owner reaffirms and amends the Original Grant of Easement insofar as the Original Grant of Easement affects Owner's Land, in the following particulars:

1. Effective as of the date hereof, all electrical transmission lines and all other appurtenances of ITC heretofore or hereafter constructed on Owner's Land by

FILE
17009
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O.K. - GK

authority of the Original Grant of Easement or this Supplement, shall be confined within a strip of land beginning at the **Northwesterly** line of Owner's Land and continuing to a line lying **85 feet Southeasterly** of, and parallel to, the centerline of the electric transmission structures currently located on or adjacent to Owner's Land ("Easement Strip").

2. Owner reaffirms and amends the grant to ITC of the perpetual right to enter at all times upon Owner's Land and to (1) operate, maintain, repair, inspect, replace, improve or remove overhead electric lines consisting of poles, towers, structures, wires, cables (including fiber optic cable) and other equipment for transmitting electrical energy and communications signals associated with the operation of an electrical transmission utility business, (2) cross the Easement Strip to operate, maintain, repair, inspect, replace, improve or remove overhead electric equipment located on other land, and (3) temporarily improve the surface of the Easement Strip, as reasonably necessary, in ITC's discretion, to place and operate ITC's construction vehicles and equipment; provided, ITC shall remove such temporary surface improvements, and repair pavement and reseed lawn areas it disturbs.

3. Owner reaffirms that the full right is conveyed to ITC at any time 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. The complete exercise of this right may be gradual and not fully completed for some time in the future.

4. Nothing contained in this Supplement shall be construed as releasing or impairing any rights or privileges granted to ITC under the Original Grant of Easement relative to the Easement Strip. To the extent this Supplement 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 Supplement. To the extent this Supplement imposes obligations on either party not imposed in the Original Grant of Easement, the Original Grant of Easement is hereby amended to include the additional obligations imposed by this Supplement. If, in any other way, any term, condition or provision of this Supplement is inconsistent with or conflicts with one or more provisions of the Original Grant of Easement, the term, condition or provision of this Supplement 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 Owner's Land, shall remain in full force and effect in accordance with all of its terms, conditions and provisions.

5. No buildings or other above-ground structures, with the exception of the existing structures, shall be installed or constructed by Owner in the Easement Strip. ITC may remove prohibited structures from the Easement Strip without prior notice and without responsibility for any damage that occurs as a result of such removal.

6. The covenants contained in this Supplement and the Original Grant of Easement shall constitute covenants running with the land and shall be binding and

inure to the benefit of the parties hereto, their personal representatives, heirs, successors, assigns and additionally, in the case of ITC, its licensees and lessees, as well as the agents, employees and contractors of ITC and its licensees and lessees. ITC shall have the right to assign, in whole or in part, the rights granted in this Supplement and in the Original Grant of Easement.

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

OWNER

Earl C. Brown
Earl C. Brown

Stacy Brown
Stacy Brown

Acknowledged before me in OAKLAND County, Michigan, on this 5TH day of APRIL, 2011, by Earl C. Brown and Stacy Brown, husband and wife.

ANNIE P. GRIMMETT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES SEP 1, 2011
ACTING IN COUNTY OF OAKLAND

Annie P. Grimmett
ANNIE P. GRIMMETT, Notary Public
OAKLAND County, Michigan

Acting in OAKLAND County, Michigan

My Commission Expires SEPT. 1, 2011

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