



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: 17-34-229-015
Site ID: 1331

Attached are the documents related to the acquisition of a supplement to grant of easement dated July 15, 2011 to International Transmission Company (ITC) from ACA Realty Company, whose address is 7115 Orchard Lake Rd, Suite 220, West Bloomfield, MI 48322.

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

The easement consideration was \$3,438.23

The acquisition was negotiated by NSI Consulting and Development.

Please incorporate into Right of Way File No.: T72119 and cross reference with Right of Way File No.: R4805

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

LIBER 43660 PG 634

2011 DEC 14 AM 11:51

226349
LIBER 43660 PAGE 634
\$19.00 MISC RECORDING
\$4.00 REINUMENTATION
12/14/2011 12:00:04 P.M. RECEIPT# 101213

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 15th day of July, 2011, by **ACA Realty Company**, a Michigan corporation, whose address is 7115 Orchard Lake Road Suite 220, West Bloomfield, Michigan 48322 ("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 6, 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:

54079

Part of Lot 43, Supervisor's Plat No. 4, being part of the West 1/2 of Section 26, part of the Southeast 1/4 of the Southeast 1/4 of Section 27, part of the Northeast 1/4 of Section 34 and part of the Northwest 1/4 of Section 35, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, as recorded in Liber 54, Page 79 of Plats, Oakland County, described as follows: Beginning at a point on the Southerly lot line of said lot, located North 82 degrees 52 minutes 20 seconds East 419.21 feet from the Southwest lot corner of said lot 43; thence along the Southerly lot line of said lot 43 North 82 degrees 52 minutes 20 seconds East 125 feet; thence North 00 degrees 20 minutes East 183.06 feet; thence South 79 degrees 06 minutes 40 seconds West 43.16 feet; thence North 28 degrees 01 minutes 40 seconds East 42.45 feet to the Southerly line of Grand Trunk Western Railroad Company right-of-way; thence South 79 degrees 00 minutes 40 seconds West along the said railroad right-of-way 103.20 feet; thence South 00 degrees 20 minutes West 208.49 feet to the place of beginning on the Southerly lot line of Lot 43. Also part of Lot 45 of said Supervisor's Plat No. 4, described as follows: Beginning at a point on the Southerly lot line of said Lot 45 located North 82 degrees 52 minutes 20 seconds East 361.84 feet from the Southwest lot corner of said Lot 45; thence North 07 degrees 07 minutes 40 seconds West 115 feet to the Northerly lot line of said Lot 45; thence North 82 degrees 52 minutes 20 seconds East 200 feet along the Northerly lot line of said Lot 45; thence South 07 degrees 07 minutes 40 seconds East 115 feet to the Southerly lot line of said Lot 45; thence South 82 degrees 52 minutes 20 seconds West along the Southerly lot line of said Lot 45, a distance of 200 feet to the place of beginning on the Southerly lot line of said Lot 45.

HP
2/2/11

FILE

O.K. - A.N.

More commonly known as: 1015 E. West Maple, Walled Lake, MI 48390

Parcel ID: 17-34-229-015

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 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 lines as currently located ("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 and parking, 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
ACA Realty Company, a Michigan corporation



Printed: CINDY L. SHAFFRAN

Its: PRESIDENT

[Acknowledgements appear on the following page]

Acknowledged before me in Oakland County, Michigan, on this 15th day of July, 2011, on behalf of ACA Realty Company, a Michigan corporation, by Cindy Shaftran, its PRESIDENT.

CAROL S. CHAPPELLE
Notary Public, State of Michigan
County of Oakland
My Commission Expires 05-06-2012
Acting in the county of Oakland

Carol S. Chappelle
Carol S. Chappelle, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 05/06/12

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

When recorded return to:
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24079 Research Drive
Farmington Hills, MI 48335