



Real Estate Department

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

Date: January 16, 2018
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate
Subject: Supplement to Grant of Easement
Tax ID: 17-32-451-027
Site ID: 722

Attached are the documents related to the acquisition of a supplement to grant of easement dated September 28, 2010 to International Transmission Company (ITC) from Vadim Kabachinskiy and Svetlana Kabachinskaya, whose address is 2642 Wenona Dr, Wixom, MI 48393.

The easement is located in Section 32, Commerce Township, Oakland County, MI.

The easement consideration was \$843.19

The acquisition was negotiated by NSI Consulting and Development.

Please incorporate into Right of Way File No.: T72165 and cross reference with Right of Way File No.: R4795

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 JAN 11 AM 10:41

6254
LIBER 42726 PAGE 653
\$16.00 MISC RECORDING
\$4.00 REMONUMENTATION
01/11/2011 12:51:15 P.M. RECEIPT# 3246



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 28 day of September, 2010, by **Vadim Kabachinskiy and Svetlana Kabachinskaya**, husband and wife, whose address is 2642 Wenona Dr., Wixom, 48393 ("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 January 25, 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 63 of Indian Wells No. 2, according to the recorded plat thereof, recorded in Liber 207, Pages 31 through 34 of Oakland County Records.

More commonly known as: 2642 Wenona Dr., Wixom, 48393

207031

Parcel ID: 17-32-451-027

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.

FILED
12/16/10

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

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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, 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

V Kabachinskiy
Vadim Kabachinskiy

S Kabach
Svetlana Kabachinskaya

Acknowledged before me in Macomb County, Michigan, on this 28th day of September 2010, by Vadim Kabachinskiy and Svetlana Kabachinskaya, husband and wife.

Martha M Tarnawski
_____, Notary Public
_____, County, Michigan

MARTHA M. TARNAWSKYJ
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES May 3, 2014
ACTING IN COUNTY OF Macomb

Acting in _____ County, Michigan
My Commission Expires _____

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

When recorded return to:
NSI Consulting & Development
26657 Woodward Avenue
Suite 100
Huntington Woods, MI 48070