



Real Estate Department

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

Date: May 8, 2017
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate

Subject: Vegetation Management Easement
Parcel ID: 17-34-202-028
BW 1313

Attached are documents related to the acquisition of a Vegetation Management Easement dated **February 21, 2013** to International Transmission Company (ITC) from **Jason McCloskey**, whose address is **372 Wellsboro St, Walled Lake, MI 48390**.

The easement was acquired for additional rights needed and located in Part of the NW ¼ of Section **34, Commerce Township, Oakland County, MI (T2N R8E)**.

The consideration given for the aforementioned acquisition was **\$19,562.50**

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

Please incorporate into Right of Way File No.: **T72223** and cross reference with ROW#: **R4803**

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 MAR -8 AM 9:49

83759
LIBER 45575 PAGE 774
\$16.00 MISC RECORDING
\$4.00 RECONUMENTATION
03/28/2013 11:24:19 A.M. RECEIPT# 45063
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

VEGETATION MANAGEMENT EASEMENT

On February 21, 2013, for good and valuable consideration, the receipt of which is hereby acknowledged, Jason McCloskey, a single man ("Grantor") whose address is 372 Wellsboro Street, Walled Lake, Michigan 48390, 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.

- 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.
- 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.
- Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.
- 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.
- 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.

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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



Jason McCloskey

Acknowledged before me in Oakland County, Michigan, on this 7th day of February, 2013, by Jason McCloskey, a single man.

DEBORAH S. POEDER
Notary Public, State of Michigan
County of Ottawa
My Commission Expires: December 25, 2014
Acting in the County of Oakland



Deborah S. Poeder, Notary Public
Ottawa County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 12.25.14

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," "GRANTOR'S PARCEL,"
"EASEMENT AREA" AND "EASEMENT DESCRIPTION"

GRANTOR'S LAND/GRANTOR'S PARCEL

Situated in the City of Walled Lake, County of Oakland, State of Michigan, as follows:

Lots 71, 72 and 73, O'Flaherty's Lake View Subdivision No. 1, as recorded in Liber 43 of Plots, Page 35, Oakland County
Records.

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 North 1/4 corner of Section 34, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan; thence S02°41'24"E 1025.28 feet along the North-South 1/4 line of said Section 34 to the POINT OF BEGINNING of said line; thence N75°12'45"E 201.31 feet; thence N75°11'14"E 858.28 feet to the POINT OF ENDING of said line.

More commonly known as: 372 Wellsboro Street, Walled Lake, MI 48390

Parcel ID: 17-34-202-028

AGREEMENT REGARDING EASEMENT

THIS AGREEMENT is made and effective this 21st day of February, 2013, by and between Jason McCloskey, a single man, whose address is 372 Wellsboro Street, Walled Lake, Michigan 48390, ("Landowner"), and International Transmission Company, a Michigan corporation, 27175 Energy Way, Novi, Michigan 48377, ("ITC") (collectively, Landowner and ITC may be referred to herein as the "Parties").

RECITALS

On February 21, 2013, Landowner granted a Vegetation Management Easement (the "Easement") to ITC, contemporaneously with this Agreement, over, upon and across certain land described in the Easement.

In addition to the terms and conditions in the Easement, Landowner and ITC agreed to certain additional terms and conditions as further consideration for the grant of the Easement by Landowner to ITC, as set forth herein.

AGREEMENT

As further consideration for the grant of the Easement, and as conditions without which the Easement would not have been granted, Landowner and ITC hereby agree as follows:

Total Compensation: Total compensation is to be \$ 19562.50 ("Total Compensation.")
The Total Compensation shall be paid as follows:

- (a) 9562.50 shall be paid in consideration for the Easement.
- (b) 10,000 - shall be paid as a voluntary sale incentive only and shall not be considered representative of the value of the Easement.

ITC shall pay the Total Compensation to Landowner contemporaneous with the execution of this Agreement.

Applicability to Easement: Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be deemed to modify, restrict, increase or otherwise change the Easement.

Recording: This Agreement shall not be recorded by either party hereto without the written consent of the other party.

Confidentiality: Landowner shall disclose neither the consideration, including but not limited to the Total Compensation, paid for the Easement, nor any other information concerning this Agreement, and agrees not participate in any action, or make any statement of any type related in any way to the subject matters of this Agreement, except that this Agreement shall not

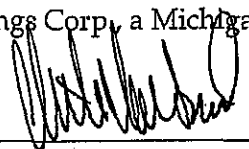
prohibit the Parties from complying with any law, court order or other legal process. Landowner acknowledges that there is no adequate remedy for breach of this confidentiality provision. Therefore, in the event that Landowner does breach this confidentiality provision, Landowner shall pay liquidated damages to ITC equal to the voluntary sale incentive amount listed above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY SIGNING THIS DOCUMENT THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THE TERMS AND CONDITIONS THEREIN.

INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, d/b/a
ITC*Transmission*

By: ITC Holdings Corp, a Michigan corporation, its sole owner

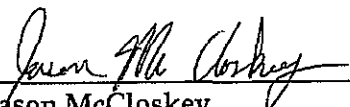
By:  _____

Name: Christine Mason Soneral

Title: Vice President & General Counsel – Utility Operations

Dated: 2/22/13

LANDOWNER:

 _____
Jason McCloskey
Dated: 2/21/2013

DIRECTION REGARDING DISPOSITION OF VEGETATION
UPON INITIAL CLEARING

Jason McCloskey, a single man, whose address is 372 Wellsboro Street, Walled Lake, Michigan 48390, ("Owner") is the owner of the properties located on Wellsboro Street, Section 34, City of Walled Lake, Oakland 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: leave stump high in line with fence

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 21st day of February, 2013.

OWNER:

Jason McCloskey
Jason McCloskey
Dated: 2/21/2013

**Land Matters Llc
Escrow Vm**

O-11230 Tallmadge Wds Dr
Grand Rapids, MI 49534
(616) 791-9805

1129

Feb. 21 2013

74-1382/724

PAY TO THE
ORDER OF

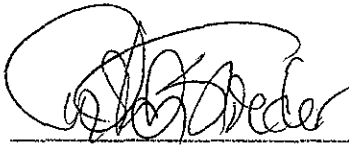
Jason McCloskey

\$ 19,562.00

Nineteen thousand five hundred sixty-two and 00/100

DOLLARS  Security features are located on back.

**MERCANTILE BANK
OF WEST MICHIGAN**
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FOR _____

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