



Work Order No.: A0003123 Circuit Name: Bloomfield-Wixom

Business Unit: ITC

Date: May 9, 2017 To: Records Center

From: Margaret Wessel Walker

mwalker@itctransco.com

Real Estate

Subject: Vegetation Management Easement

Parcel ID: 17-26-454-007

BW 1352

Attached are documents related to the acquisition of a Vegetation Management Easement dated June 13, 2013 to International Transmission Company (ITC) from 1000 Decker, LLC, whose address is 2486 Thistle Point, Bloomfield Hills, MI 48304.

The easement was acquired for additional rights needed and located in Part of the SE ¼ of Section 26, Commerce Township, Oakland County, MI (T2N R8E).

The consideration given for the aforementioned acquisition was \$10,000.00

The acquisition was negotiated by Land Matters, LLC.

Please incorporate into Right of Way File No.: <u>T72224</u> and cross reference with ROW#: <u>R4808</u>

Attachment (s)

CC: M. Ely

N. Spencer

S. Gagnon

J. Gruca

K. Jenkins

C. Scott

J. Andree

Fixedassetsgroup@itctransco.com

2813 JUN 24 PH 12: 25

182677
LIBER 46045 PAGE 22
\$19.00 MISC RECORDING
\$4.00 RENONUMENTATION
07/11/2013 08:49:30 A.M. RECEIPT+ 97304
PAID RECORDED - DAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

VEGETATION MANAGEMENT EASEMENT



- 1. 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 to the extent same interfere with or in the near future reasonably threaten to interfere with Grantee's construction, operation and maintenance of its electric power lines and necessary supporting equipment, fixtures and improvements; provided, however, that in the event of a dispute between the Grantor and Grantee regarding what "may reasonably threaten to interfere" with Grantee's use of the Easement, the determination of Grantee shall prevail and be binding upon Grantor.
- 2. 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.
- 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 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.
- Future Improvement of Property: Nothing contained herein shall prohibit Grantor from effectuating future improvements upon or over Grantor's Land, including the Easement Area, to the extent said improvements conform to both permitted uses of the property and building codes under federal, state and local law.
- 7. Successors: This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

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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 1000 Decker, LLC, a Michigan limited liability company By: Mark W. Cleary
Its: Member
Acknowledged before me in
DEBORAH S. POEDER Notary Public. State of Michigan Notary Public. State of Michigan County of Ottawa County of Ottawa Acting in the County of Occurrence My Commission Expires: Occurrence My

GRANTEE

International Transmission Company, a Michigan corporation dba ITC *Transmission*

By: ITC Holdings Corp., a Michigan corporation,

its sole owner

By: MM MOVELLE

Christine Mason Soneral

Its: Vice President & General Counsel

WAYNE OAKLAND County, MICHIGAN

Acting in _____ OAKLAND County, MICHIGAD

My Commission Expires: ____5/26/2015

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

Structures #496- #499 *S&B\58125\001\AGR\SB404429.RTF 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

Land situated in the City of Walled Lake, County of Oakland, State of Michigan, described to-wit:

PARCEL 1:

Lot 3 and the North 100.00 feet of Lot 5, "ASSESSOR'S CITY OF WALLED LAKE PLAT NO. 1", of part of the Northwest quarter of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 35, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, and as recorded in Liber 105, Page 36 of Plats, Oakland County Records, and a parcel of land being a part of the Southeast quarter of Section 26, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, being more particularly described as: Commencing at the South quarter corner of said Section 26; thence South 88 degrees 43 minutes 00 seconds East along the South line of said Section 26 and the North line of said Section, "Assessor's Plat of Walled Lake No. 1", 33.01 feet to the point of beginning of land herein described (said point lying in the East right-of-way line of Decker Road — 66 feet wide), thence South 88 degrees 43 minutes 00 seconds East along said South line of Section 26 and said North line of said "Assessor's Plat of Walled Lake No. 1", 595.03 feet; thence North 248.92 feet to the South line of Grand Trunk Railroad right-of-way (50 feet wide); thence South 78 degrees 08 minutes 20 seconds West, (South 78 degrees 14 minutes 00 seconds West, recorded 607.62 feet) along said railroad right-of-way line, 607.86 feet to the East line of Decker Road (66 feet wide); thence South along said East line, 110.65 feet to the point of beginning. EXCEPTING the Southerly 28 feet of the Westerly 342.03 feet of Lot 3, "Assessor's City of Walled Lake Plot No. 1", of part of the Northwest quarter of the Northeast quarter of Section 35, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, as recorded in Liber 105, Page 36 of Plats, Oakland County Records. ALSO EXCEPTING therefrom the Westerly 10 feet of the entire description conveyed to City of Walled Lake by deed recorded in Liber 9959, Page 409, Oakland County Records.

PARCEL 2:

Part of the Southeast quarter of Section 26, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, described as: Commencing at the South quarter corner of said Section 26; thence South 88 degrees 43 minutes 00 seconds East, along the South line of said Section and North line of "Assessor's Plat of Walled Lake No. 1", (as recorded in Liber 105, Page 36 of Plats, Oakland County Records), 628.04 feet to the point of beginning of said parcel; thence due North 248.92 feet to the Southerly right-of-way line of the Grand Trunk Railroad, (50 feet wide); thence North 78 degrees 08 minutes 20 seconds East along said right-of-way line, 138.12 feet; thence due South 280.34 feet to said South Section line; thence North 88 degrees 43 minutes 00 seconds West, along said line 135.20 feet to the point of beginning.

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 South 1/4 corner of Section 26, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan; thence N03'12'29"W 92.92 feet along the North—South 1/4 line of said Section 26 to the POINT OF BEGINNING of said line; thence N75'16'21"E 553.70 feet; thence N75'10'41"E 225.10 feet; thence N75'10'06"E 586.26 feet to the POINT OF ENDING of said line.

More commonly known as: 1000 Decker Road, Walled Lake, MI 48390

Parcel ID: 17-26-454-007

AGREEMENT REGARDING EASEMENT

THIS AGREEMENT is made and effective this day of da

RECITALS

On June 18, 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 and more particularly described in Exhibit "A" attached hereto.

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.

<u>AGREEMENT</u>

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 \$ 12,500.00 ("Total Compensation.) The Total Compensation shall be paid as follows:

- (a) \$9,000.00 shall be paid in consideration for the Easement.
- (b) \$3,500.00 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 ITCTransmission

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

Name: Christine Mason Soneral

Title: Vice President & General Counsel - Utility Operations

Dated: June 15_, 2013

LANDOWNER:

1000 Decker, LLC, a Michigan limited liability company

By: Mark W. Cleary

Its: Member ns: iviember No. 2013

*S&B\58125\001\AGR\SB417452.DOC

Old	Republic	National	Title	Insurance	Company

Commitment Number: 1207297-79

SCHEDULE A

1.	Effe				
2.	Policy or Policies to be issued:				
	(a)	X Owner's Policy Proposed Insured: TBD	(ALTA Own. Policy (06/17/06))		
	, (b) ;	Loan Policy Proposed Insured:	(ALTA Loan Policy (06/17/06))		

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: 1000 Decker, LLC, a Michigan limited liability company
- 5. The land referred to in the Commitment is described as follows: SEE EXHIBIT A ATTACHED HERETO

LaMont Title Corporation

By: LaMont Title Corporation

Old Republic National Title Insurance Company

Commitment Number: 1207297-79

SCHEDULE B

1. Requirements:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees, and charges for the policy.
- 3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
- 4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- 5. Payment of all due and payable property taxes and special assessments.

Tax Parcel ID: 17-26-454-007

Taxpayer of Record: 1000 Decker, LLC 2011 Winter Taxes: \$526.24 Paid 2012 Summer Taxes: \$22,254.01 Paid

Special Assessments: None

- 6. Submit "Affidavit by Seller or Borrower." Additional requirements may be made or exceptions taken for matters disclosed therein.
- 2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 - 1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
 - 2. Any facts, rights, interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
 - 3. Easements, liens, or encumbrances or claims thereof, which are not shown by the public record.
 - 4. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
 - 5. Taxes and assessments due and payable subsequent to Commitment date.
 - 6. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
 - 7. Current and delinquent water and sewer charges



Commitment Number: 1207297-79

SCHEDULE B (Continued)

Right of Way Grant in favor of Panhandle Eastern Pipe Line Company as recorded in Liber 1396, Page 271, as amended by Amendment of Right-of-Way Grant recorded in Liber 4910, Page 554

and in Agreement recorded in Liber 5769, Page 19 and in Affidavit and Notice of Location Panhandle Eastern Pipe Line Company as recorded in Liber 13911, Page 134, Oakland County Records.

9. Right of Way in favor of The Detroit Edison Company as recorded in Liber 5 MR, Page 91, Oakland County Records.

10. Agreement for Joint Drainage Easement as recorded in Liber 10604, Page 298, Oakland County Records.

Old Republic National Title Insurance Company

Commitment Number: 1207297-79

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Land in the City of Walled Lake, County of Oakland, State of Michigan being more particularly described as:

Parcel 1:

Lot 3 and the North 100.00 feet of Lot 5, "Assessor's City of Walled Lake Plat No. 1", of part of the Northwest 1/4 of the Northeast 1/4 of Section 35, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, and as recorded in Liber 105, Page 36, Oakland County Records, and a parcel of land being a part of the Southeast 1/4 of Section 26, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, being more particularly described as: Commencing at the South 1/4 corner of said Section 26; thence South 88 degrees 43 minutes 00 seconds East along the South line of said Section 26 and the North line of said Section, "Assessor's Plat of Walled Lake No. 1", 33.01 feet to the point of beginning of land herein described (said point lying in the East right-of-way line of Decker Road - 66 feet wide); thence South 88 degrees 43 minutes 00 seconds East along said South line of Section 26 and said North line of said "Assessor's Plat of Walled Lake No. 1", 595.03 feet; thence North 248.92 feet to the South line of Grand Trunk Railroad right-of-way (50 feet wide); thence South 78 degrees 08 minutes 20 seconds West, (South 78 degrees 14 minutes 00 seconds West, recorded 607.62 feet) along said railroad right-of-way line, 607.86 feet to the East line of Decker Road (66 feet wide); thence South along said East line, 110.65 feet to the point of beginning. Exception, the Southerly 28 feet of the Westerly 342.03 feet of Lot 3, "Assessor's City of Walled Lake Plat No. 1", of part of the Northwest 1/4 of the Northeast 1/4 of Section 35, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, as recorded in Liber 105, Page 36, Oakland County Records. Also excepting therefrom the Westerly 10 feet of the entire description conveyed to City of Walled Lake by deed recorded in Liber 9959, Page 409, Oakland County Récords.

Parcel 2:

Part of the Southeast 1/4 of Section 26, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, described as commencing at the South 1/4 corner of said Section 26; thence South 88 degrees 43 minutes 00 seconds East along the South line of said section and North line of "Assessor's Plat of Walled Lake No. 1", (as recorded in Liber 105, Page 36 of Plats, Oakland County Records) 628.04 feet to the point of beginning of said parcel; thence due North 248.92 feet to the Southerly right-of-way line of the Grand Trunk Railroad (50 feet wide); thence North 78 degrees 08 minutes 20 seconds East, along said right-of-way line, 138.12 feet; thence due South 280.34 feet to said South section line; thence North 88 degrees 43 minutes 00 seconds West, along said line 135.20 feet to the point of beginning.

Commonly known as: 1000 Decker Road

Tax Parcel ID: 17-26-454-007

009826

18684 3218 PG6 35

OAKLAND COUNTY TREASURERS CERTIFICATE

I HEREBY CERTIFY that Lhere are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument as appears by the records in the office
except as blated.

JUL 1 9 2011

ANDREW E. MEISNER, County Treasurer Sec. 135, Act 206, 1893 as amended 132387
LIBER 43218 PAGE 635
\$16.00 DEED - COMBINED
\$4.00 REMARKSER IX COMBINED
\$3,440.00 TRANSFER IX COMBINED
\$07/19/2011 12:58:35 P.N. RECEIPT\$ 58535

PAID RECORDED - DAKLAND COUNTY
BILL BULLARD JR, CLERK/REGISTER OF MEEDS

WARRANTY DEED-Statutory Form

C.L. 1948 585.151

KNOW ALL MEN BY THESE PRESENTS: HAAT, INC., a Michigan corporation, whose address 1000 Decker Road, Walled Lake, Michigan, 48390,

CONVEYS AND WARRANTS to 1000 DECKER, LLC, a Michigan limited liability company, who address is 999 W. Glengarry Circle, Bloomfield Hills, MI 48301,

All of Grantor's right, title and interest to the following described premises situated in the City of Walled Lake, County of Oakland, State of Michigan to-wit:

See Attached Exhibit A

Together with any and all singular tenements, hereditaments, improvements and appurtenances, if any, belonging or anywise appertaining thereto, for the full consideration of FOUR HUNDRED THOUSAND AND 00/100 (\$400,000.00) DOLLARS, subject to existing building and use restrictions, easements and zoning ordinances of record, if any.

The Grantor further grants to the Grantee the right to make any and all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as arrended. This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this 15 day of 1044.

Signed and Sealed:

HAAT, INC., a Michigan corporation

{Notary Acknowledgement next page}

VANLAND COURTENT OF DISTRIBUTE OF DISTRESS OF DISTRESS

MICHIGAN TRANSFER TAX *

ORN. 940 144. 80 00 *

7/19/2811 12, 884, 88 ST *

O.K. - A.N.

19ER43218 PG636

STATE OF MICHGAN

ŚS.

COUNTY OF OAKLAND

Notary Public

(print name)

Acting in the County of Carlad

My commission expires 9/25/2014

Drafted By and When Recorded Return to:

Deniel G. Byrne 500 Woodward Ase, Smile 2500 Defroit, Michigan 48226

HOLD FOR PICKLIP: Title Source Inc. 1450 W Long Lake Rd. Suite 400 Troy, MI 48098 COMMERCIAL 55790334AAK Order: 1207297-79 Title Officer: SLB Comment:

JBER43218 PC637

EXHIBIT A - LEGAL DESCRIPTION

Tax id Number(s): 17-26-454-007

Land Situated in the City of Walled Lake in the County of Oakland in the State of MI

Parcel 11

105036

Lot 3 and the North 100.00 feet of Lot 5, "Assessor's City of Walled Lake Plat No. 1", of part of the Northwest 1/4 of the Northeast 1/4 of Section 35, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, and as recorded in Liber 105, Page 36, Oakland County Records, and a parcel of land being a part of the Southeast 1/4 of Section 26, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, being more particularly described as: Commencing at the South 1/4 corner of said Section 26; thence South 88 degrees 43 minutes 00 seconds East along the South line of said Section 26 and the North line of said Section, "Assessor's Plat of Walled Lake No. 1", 33.01 feet to the point of beginning of land herein described (said point lying in the East right-of-way line of Decker Road - 66 feet wide); thence South 88 degrees 43 minutes 00 seconds East along said South line of Section 26 and said North line of said "Assessor's Plat of Walled Lake No. 1", 595.03 feet; thence North 248.92 feet to the South line of Grand Trunk Railroad right-of-way (50 feet wide); thence South 78 degrees 08 minutes 20 seconds West, (South 78 degrees 14 minutes 00 seconds West, recorded 607.62 feet) along said railroad right-of-way line, 607.86 feet to the East line of Decker Road (66 feet wide); thence South along said East line, 110.65 feet to the point of beginning. Exception, the Southerly 28 feet of the Westerly 342.03 feet of Lot 3, "Assessor's City of Walled Lake Plat No. 1", of part of the Northwest 1/4 of the Northeast 1/4 of Section 35, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, as recorded in Liber 105, Page 36, Oakland County Records. Also excepting therefrom the Westerly 10 feet of the entire description conveyed to City of Walled Lake by deed recorded in Liber 9959, Page 409, Oakland County Records.

Parcel 2:

Part of the Southeast 1/4 of Section 26. Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan, described as commencing at the South 1/4 comer of said Section 26; thence South 88 degrees 43 minutes 00 seconds East, along the South line of said section and North line of "Assessor's Plat of Walled Lake No. 1", (as recorded in Liber 105, Page-36 of Plats, Oakland County Records). 628.04 feet to the point of beginning of said parcel; thence due North 248.92 feet to the Southerly right-of-way line of the Grand Trunk Railroad, (50 feet wide); thence North 78 degrees 08 minutes 20 seconds East, along said right-of-way line, 138.12 feet; thence due South 280.34 feet to said South section line; thence North 88 degrees 43 minutes 00 seconds West, along said line 135.20 feet to the point of beginning.

Commonly known as: 1000 Decker Rd , Walled Lake, MI 48390-3218