



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](mailto:mwalker@itctransco.com)  
Real Estate

Subject: Vegetation Management Easement  
Parcel ID: 17-34-202-024  
BW 1317

Attached are papers related to the acquisition of a Vegetation Management Easement dated October 9, 2013 to International Transmission Company (ITC) from Pearl Lawrence, whose address is 296 Wellsboro Street, Walled Lake, MI 48390.

The easement was acquired for additional rights needed and located in Part of the NE ¼ of Section 34, City of Walled Lake, Oakland County, MI.

The easement consideration was **\$3,257.50**

The acquisition was negotiated by Land Matters, LLC.

Please incorporate into Right of Way File No.: **T72606** and cross reference ROW#: **R4803**

Attachment (s)

CC: M. Ely  
N. Spencer  
S. Gagnon  
J. Gruca  
K. Jenkins  
C. Scott  
J. Andree  
[Fixedassetsgroup@itctransco.com](mailto:Fixedassetsgroup@itctransco.com)

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2013 OCT 17 PM 2:49

266346  
LIBER 46465 PAGE 634  
\$16.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
10/23/2013 01:36:14 P.M. RECEIPT# 146194  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

**VEGETATION MANAGEMENT EASEMENT**

On October 9, 2013 (for good and valuable consideration,) the receipt of which is hereby acknowledged, Pearl Lawrence, a woman, ("Grantor") whose address is 296 Wellsboro Street, Walled Lake, MI 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.

- 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.
- 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.
- 5. 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.

OP  
E

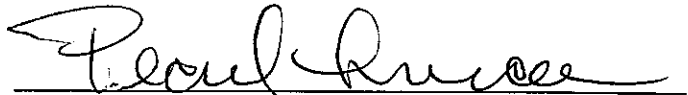
10/23/13  
LISA BROWN

OK - AN

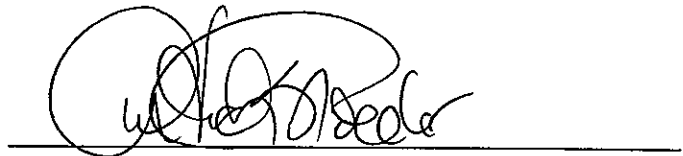
6. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

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**

  
\_\_\_\_\_  
Pearl Lawrence

Acknowledged before me in Oakland County, Michigan, on this 9th day of Oakland, 2013, by Pearl Lawrence, a woman.

  
\_\_\_\_\_  
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 64 and 65, and also the East 35 feet of Lot 66, O'Flaherty's Lake View Subdivision No. 1, as recorded in Liber 43 of Plats, Page 35, Oakland County Records.

17-34-202-024

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: 296 Wellsboro Street, Walled Lake, MI 48390

Parcel ID: 17-34-202-024

pk

#1317

**DIRECTION REGARDING DISPOSITION OF VEGETATION  
UPON INITIAL CLEARING**

Pearl Lawrence, whose address is 296 Wellsboro Street, Walled Lake, MI 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.
- Remove all Vegetation from the Property except small debris, as such small debris is defined in ITC's sole discretion.
- Other: \_\_\_\_\_

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 9th day of October, 2013.

OWNER:

Pearl Lawrence  
Pearl Lawrence  
Dated: 10.9.13



SEAVER TITLE AGENCY

SEAVER TITLE AGENCY, LLC  
42651 Woodward Ave.  
Bloomfield Hills, MI 48304  
Ph: (248) 338-7135 Fax: (248) 338-3045

Record Search furnished to:  
NSI Consulting and Development  
26657 Woodward Avenue, Suite 100  
Huntington Woods, MI 48070

File No. 63-10119644-SCM

**TITLE INFORMATION REPORT**

DESCRIPTION OF REAL ESTATE

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

Lots 64 and 65, and also the East 35 feet of Lot 66, O'Flaherty's Lake View Subdivision No. 1, as recorded in Liber 43 of Plats, Page 35, Oakland County Records.

Re: 296 Wellsboro Street, Walled Lake  
Tax Item No. 17-34-202-024

Owner(s): Donald C. Lawrence, Sr.

1. Discharge of the equity line/future advance/revolving line of credit mortgage executed by Pearl Lawrence and Donald C. Lawrence, wife and husband to National City Bank dated May 25, 2006 and recorded August 2, 2006 in Liber 37921, Page 087, in the original amount of \$75,000.00.

**NOTE: RELATIVE TO THE ABOVE-IDENTIFIED MORTGAGE, THE DISCHARGE OF SAME MAY BE PRESENTED AT CLOSING, OR, IN LIEU THEREOF, ALL OF THE FOLLOWING ACTIONS MUST BE PERFORMED:**

PRE-CLOSING:

- a) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage - Notice of Account Suspension and Request for Payoff Statement" form ("**Freeze Letter/Payoff**" form) at least five (5) business days before the closing date.
- b) Delivery by the Company of the executed Freeze Letter/Payoff form to the current mortgagee at least five (5) business days before the closing date by fax or email.
- c) Retention by the Company of a copy of the Freeze Letter/Payoff form delivered to the current mortgagee and a copy of the fax "confirmation" or email read receipt.
- d) Receipt by the Company of the Payoff Statement from the current mortgagee.

CLOSING:

- e) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage - Notice of Account Closure and Request for Discharge of Mortgage" form ("**Account Closure/Discharge**" form).
- f) Delivery by the Company of the executed Account Closure/Discharge form to the current mortgagee by:

COUNTERSIGNED:  
SEAVER TITLE AGENCY, LLC

Elie Kaplan  
AUTHORIZED SIGNATORY

This information compiled as of an effective date of December 8, 2010 at 8:00 A.M.

NOTE: In consideration of the reduced rate at which this report is furnished, it is understood that the information contained herein is only such as may be obtained in the office of the County Register of Deeds. It is understood that any liability for correctness or incorrectness of information furnished herein is limited to the amount paid for this report. The information contained herein should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation.

- i) fax or email, at the time of disbursement, and
- ii) overnight mail, immediately following disbursement.

g) Retention by the Company of a copy of the Account Closure/Discharge form delivered to the current mortgagee and a copy of the fax "confirmation" or email read receipt.

- 2. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 520, Page 547 and in Liber 20 Miscellaneous Records, Page 405.
- 3. Tower Line Permit recorded in Liber 5 Miscellaneous Records, Page 94 and Amendment to Tower Lien Permit recorded in Liber 3967, Page 166.
- 4. PAYMENT OF TAXES: Tax Parcel No.: 17-34-202-024

2010 County Taxes are Not Examined

2010 City Taxes are Not Examined

Special Assessments: Not Examined

The amounts shown as due do not include collection fees, penalties or interest.