



Real Estate Department

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

Subject: Vegetation Management Easement  
Parcel ID: 17-34-202-005  
BW 1312

Attached are documents related to the acquisition of a Vegetation Management Easement dated **March 5, 2013** to International Transmission Company (ITC) from **Clarence and Dawn Crossley**, whose address is **388 Wellsboro Street, Walled Lake, Michigan, 48390**.

The easement was acquired for additional rights needed and located in Part of the NE ¼ of Section **34, 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.: T72620 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](mailto:Fixedassetsgroup@itctransco.com)

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VEGETATION MANAGEMENT EASEMENT

On March 5, 2013, for good and valuable consideration, the receipt of which is hereby acknowledged, Clarence C. Crossley, Sr. and Dawn G. Crossley, husband and wife ("Grantor") whose address is 388 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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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**

Clarence C. Crossley Sr  
Clarence C. Crossley, Sr.

Dawn G. Crossley  
Dawn G. Crossley

Acknowledged before me in Oakland County, Michigan, on this 5<sup>th</sup> day of March, 2013 by Clarence C. Crossley, Sr. and Dawn G. Crossley, husband and wife.

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  
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:

Lot 74, O'Flaherty's Lake View Subdivision No. 1, as recorded in Liber 43 of Plats, 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: 388 Wellsboro Street, Walled Lake, MI 48390

Parcel ID: 17-34-202-005