



Real Estate Department

Project No. 12-23  
Work Order No. #A0003123  
Circuit Name: Bloomfield/Wixom  
Business Unit: ITC

Date: April 24, 2014  
To: Records Center  
From: Elaine Clifford  
Real Estate  
Subject: Vegetation Management Easement  
Parcel ID: 17-26-454-008

Attached are papers related to the acquisition of a Vegetation Management Easement dated April 24, 2014 to International Transmission Company (ITC) from Shurgard Michigan, LP, whose address is 701 Weston Avenue, Glendale, California 91201.

The easement was acquired for additional rights needed and located in Part of the NW ¼ of Section 35, Town 2 North Range 8 East, City of Walled Lake, Oakland County, Michigan.

The easement consideration was \$14,155.25.

The acquisition was negotiated by Land Matters LLC.

Please incorporate into Right of Way File No. and cross reference ROW#.

Attachment (s)

CC: M. Ely  
E. Keeler  
J. Kehoe  
K. Maslowski  
J. Robach  
J. Smith  
G. Wilson

FILE  
17-26-31

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2014 APR 14 PM 3:08

74640  
LIBER 46960 PAGE 62  
\$19.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
04/16/2014 03:25:06 P.M. RECEIPT# 35288  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

### VEGETATION MANAGEMENT EASEMENT

On April 4, 2014, for good and valuable consideration, the receipt of which is hereby acknowledged, Shurgard Michigan, LP, a Delaware limited partnership ("Grantor") whose address is 701 Western Avenue, Glendale, California, 91201, 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 for the sole purposed set forth in Section 1 below ("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:** Immediately 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.
- 5. Damage Repair:** Grantee shall pay for any actual damage to Grantor's Land and Improvements 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

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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.

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

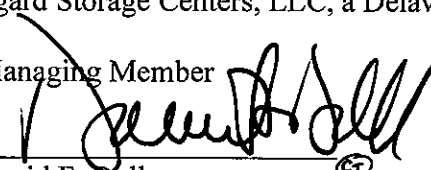
7. The Easement Area is a portion of the Public Storage self-storage facility at 1901 E. West Maple Road, Walled Lake, Michigan ("Facility"), and primary internal access and traffic circulation on the Facility is through the Easement Area. Grantee shall not block or interfere with internal access and traffic circulation on the Facility. Grantee shall not interfere with Public Storage's operations at the Facility and shall use its best efforts to schedule its work in the Easement Area so that work does not occur on the Easement Area on the first or last days of each calendar month. The Easement Area shall not be used to stage or deposit tools, implements, and other materials or spoils. Grantee shall maintain, and shall require its contractor(s) to maintain, adequate liability insurance during its activities on the Easement Area and shall be responsible for any damage or injury incurred as a result of its activities on the Easement Area.

8. By accepting this easement, and undertaking work within the Easement Area, Grantee agrees: (a) to perform all work undertaken by Grantee in a good and workmanlike manner and to promptly complete its work within the Easement Area; (b) to restore any of Grantor's Land disturbed by work undertaken by Grantee for purposes of vegetation maintenance to its condition that existed prior to the commencement of such work, except as to any vegetation removed, cut or trimmed; (c) to not unreasonably interfere with the use of Grantor's Land by Grantor or any of Grantor's tenants, invitees or guests; (d) that no cost or expense shall be incurred by Grantor in connection with any of Grantee's activities pursuant to this easement; and (e) to indemnify and hold Grantor (and Grantor's successors and assigns) harmless from any and all claims, obligations, costs and liabilities (including without limitation, fees and costs related to such claims) arising from or related to Grantee's activities on Grantor's Land pursuant to this easement.

9. This grant is made in lieu of condemnation under eminent domain and 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).

SHURGARD MICHIGAN, LP, a Delaware limited partnership  
By: SSC Property Holdings, LLC,  
a Delaware limited liability company, Its: General Partner  
By: Shurgard Storage Centers, LLC, a Delaware limited liability  
company

Its: Managing Member

By:   
David F. Doll  
Senior Vice President

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On APRIL 4, 2014 before me, MEREDITH A. ALLEN, Notary Public, personally appeared, David F. Doll who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

  
Signature of Notary Public

My Commission Expires:

April 18, 2014

EXHIBIT "A"

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

GRANTOR'S LAND/GRANTOR'S PARCEL

Lot 11, ASSESSOR'S CITY OF WALLED LAKE PLAT NO. 1, of part of Northwest quarter of 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 part of West half of Southeast quarter of Section 26, Town 2 North, Range 8 East, Oakland County, Michigan, more particularly described as follows:

Beginning at the Northeast corner of said Assessor's Plat No. 1 and proceeding thence North 00 degrees 04 minutes 20 seconds West along the East line of City of Walled Lake limits a distance of 412.16 feet to a point in the Southerly line of Grand Trunk Western Railroad right-of-way 50 feet wide; thence South 78 degrees 14 minutes 00 seconds West along the Southerly line of said Grand Trunk Western Railroad right-of-way a distance of 437.73 feet; thence South a distance of 313.28 feet to the Northwest corner of Lot 11 of said aforementioned subdivision; thence South 88 degrees 43 minutes 00 seconds East along the South line of Section 26 and also North line of said aforementioned subdivision a distance of 429.15 feet to the point of beginning. ALSO 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 26 and the 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 North 248.92 feet to the South line of Grand Trunk Railroad right-of-way (50 feet wide); thence North 78 degrees 08 minutes 20 seconds East, (North 78 degrees 14 minutes 00 seconds East, recorded), along said Railroad right-of-way line 282.97 feet; thence South 313.28 feet to the Northwest corner of Lot 11, of said "Assessor's City of Walled Lake Plat No. 1"; thence North 88 degrees 43 minutes West along the South line of said Section, and North line of said "Assessor's City of Walled Lake Plat No. 1", 277.00 feet to the point of beginning, except that part of the Southeast one-quarter of Section 26, Town 2 North, Range 8 East, City of Walled Lake, Oakland County, Michigan described as commencing at the South one-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: 1901 E. West Maple, Walled Lake, Michigan 48390

Parcel ID: 17-26-454-008

*Return - Land Matters LLC  
0-11230 Tallmadge Woods Drive  
Grand Rapids, MI 49534*