



Real Estate Department

Work Order No.: A0004389
Project Name: Bloomfield-Wixom
Business Unit: ITCT

Date: February 16, 2018
To: Records Center
From: Margaret Wessel Walker
Mwalker@itctransco.com
Real Estate
Subject: Vegetation Management Easement
Tax ID: 17-32-451-08
Site ID: 723

Attached are the documents related to the acquisition of a vegetation management easement dated August 2, 2016 to International Transmission Company (ITC) from Mark T. and Diane L. Symons, whose address is 2630 Wenona Dr, Wixom, MI 48393.

The easement is located in Section 32, Commerce Township, Oakland County, MI.
The easement consideration was \$6,000.00
The acquisition was negotiated by Zausmer, Kaufman, August & Caldwell.

Special Conditions: Please see Tree Disposition Form

Please incorporate into Right of Way File No: T73293 and cross reference with Right of Way File No.: R4795

Attachments

CC:

J. Andree	C. Scott
M. Ely	A. Snow
R. Everett	N. Spencer
A. Fagan	M. Yoders
S. Gagnon	Fixedassetsgroup@itctransco.com
J. Gruca	

2016 AUG 10 PM 2:00

152191
LIBER 49680 PAGE 294
\$19.00 MISC RECORDING
\$4.00 REMONUMENTATION
08/10/2016 02:21:24 P.M. RECEIPT# 90798
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

VEGETATION MANAGEMENT EASEMENT

On 8-2, 2016, for good and valuable consideration, the receipt of which is hereby acknowledged, Mark T. Symons and Diane L. Symons, husband and wife ("Grantor"), whose address is 2630 Wenona Drive, Wixom, Michigan 48393, 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. **Existing Rights:** Nothing contained in this Easement shall be construed as releasing or impairing any rights or privileges which may have been granted to, acquired by, or which already exist in favor of, Grantee or The Detroit Edison Company relative to the Easement Area or the Grantor's Land as described on the attached Exhibit "A."
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.
6. **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).

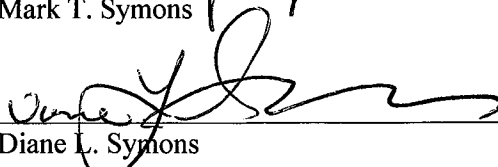
(Grantor's signature and acknowledgement appear on the following page.)

OK - AN

GRANTOR




Mark T. Symons



Diane L. Symons

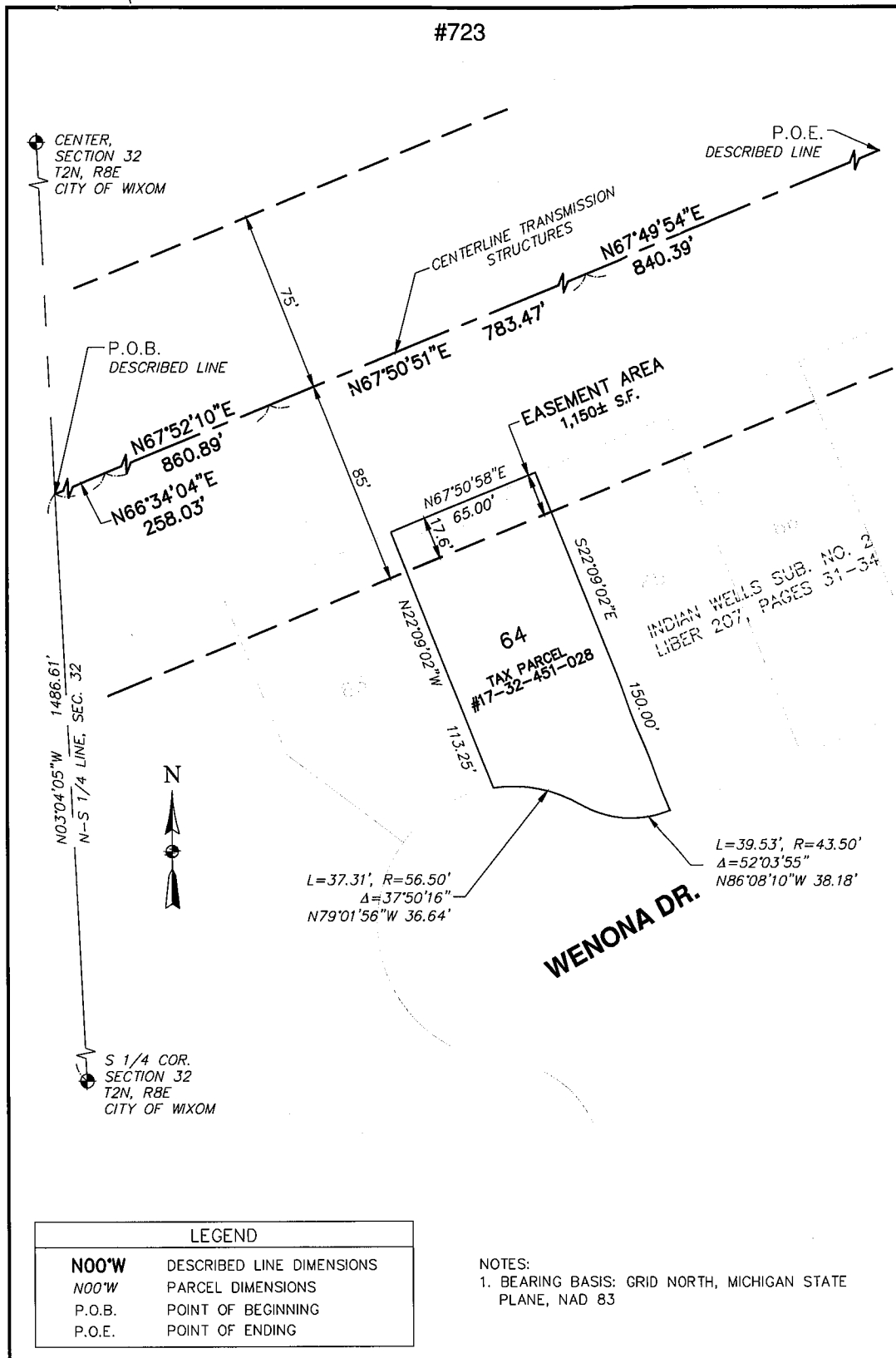
Acknowledged before me in Oakland County, Michigan, on this 2ND day of August, 2016 by Mark T. Symons and Diane L. Symons, husband and wife.



DAWN F. WHITEHEAD, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 09/14/2017

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



PROJECT: WIXOM - BLOOMFIELD TRANSMISSION LINE		CLIENT: ITC	
 SCALE: 1" = 50' 	 METRO CONSULTING ASSOCIATES 45345 FIVE MILE ROAD PLYMOUTH, MICHIGAN 48170 PHONE: 734.483.1427 FAX: 734.483.3431 www.metroca.net	JOB: 1037-11-5482	DWG: 723 17-32-451-028
		ISSUE DATE: 3-6-12	REV.: 2-4-16
		CHECK BY: MT	SHEET: 1 OF 2

GRANTOR'S LAND

Lot 64 of Indian Wells Subdivision No. 2, according to the plat thereof recorded in Liber 207 of Plats, Pages 31, 32, 33 and 34, Oakland County Records.

17-32-451-028

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 32, Town 2 North, Range 8 East, City of Wixom, Oakland County, Michigan; thence N03°04'05"W 1486.61 feet along the North-South 1/4 line of said Section 32 to the POINT OF BEGINNING of said line; thence N66°34'04"E 258.03 feet; thence N67°52'10"E 860.89 feet; thence N67°50'51"E 783.47 feet; thence N67°49'54"E 840.39 feet to the POINT OF ENDING of said line.

Pl. 17-32-451-028

PROJECT: WIXOM -- BLOOMFIELD TRANSMISSION LINE		CLIENT: ITC	
		METRO CONSULTING ASSOCIATES	
		45345 FIVE MILE ROAD PLYMOUTH, MICHIGAN 48170 PHONE: 734.483.1427 FAX: 734.483.3431 www.metroca.net	
		JOB: 1037-11-5482	
		DWG: 723 17-32-451-028	
		ISSUE DATE: 3-6-12	
		REV.: 2-4-16	
		REV.: 8-1-16	
		DRAWN BY: NPA	
		CHECK BY: MT	
		SHEET: 2 OF 2	

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

Mark & Diana Symon ("Owner") is the owner(s) of the property located at 2630 WINDY DR, WIXOM, MI 48393, 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: Replace with Kentucky Blue Grass

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 2 day of August, 2016.

OWNER:

Mark T. Symon
[Signature]

AGREEMENT REGARDING EASEMENT

THIS AGREEMENT is made and effective this 2 day of August, 2016, by and between Mark T. Symons and Diane L. Symons, ("Landowner") whose located at 2630 Wenona Drive, Wixom, Michigan 48393, 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 August 2, 2016, 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 \$6,000.00 ("Total Compensation.") The Total Compensation shall be paid as follows:

- (a) \$2,800.00 shall be paid in consideration for the Easement.
- (b) \$3,200.00 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 to 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.

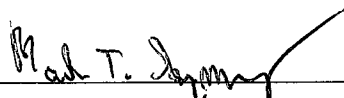
INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation d/b/a
ITCTransmission


By: ITC HOLDINGS CORP., a Michigan corporation, its sole owner

By: _____
Name: Matthew S. Carstens
Title: Vice President & General Counsel – Utility Operations

Dated: _____

LANDOWNER:





Dated: 8-2-2016