



Real Estate Department

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

Date: February 19, 2018
To: Records Center
From: Margaret Wessel Walker
Mwalker@itctransco.com
Real Estate
Subject: Vegetation Management Easement
Tax ID: 17-32-427-003
Site ID: 739

Attached are the documents related to the acquisition of a vegetation management easement dated September 1, 2016 to International Transmission Company (ITC) from Michael T. Chio, whose address is 2430 Wenona, Wixom, MI 48393.

The easement is located in Section 32, Commerce Township, Oakland County, MI.

The easement consideration was \$13,653.00
The acquisition was negotiated by Zausmer, Kaufman, August & Caldwell.

Special Conditions: Please note Tree Disposition Form.

Please incorporate into Right of Way File No(s): T73295 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 SEP 16 PM 12:42

175880
LIBER 49823 PAGE 750
\$16.00 MISC RECORDING
\$4.00 REMONUMENTATION
09/16/2016 12:46:16 P.M. RECEIPT# 107738
PAID RECORDED - DAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

VEGETATION MANAGEMENT EASEMENT

On 9/11, 2016 for good and valuable consideration, the receipt of which is hereby acknowledged, Michael T. Chio, a single man ("Grantor"), whose address is 2430 Wenona, 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.

- 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.
- 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."
- 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.
- 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's signature and acknowledgement appear on the following page.)

OK - AN

3P
R
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GRANTOR

Michael T. Chio

Michael T. Chio

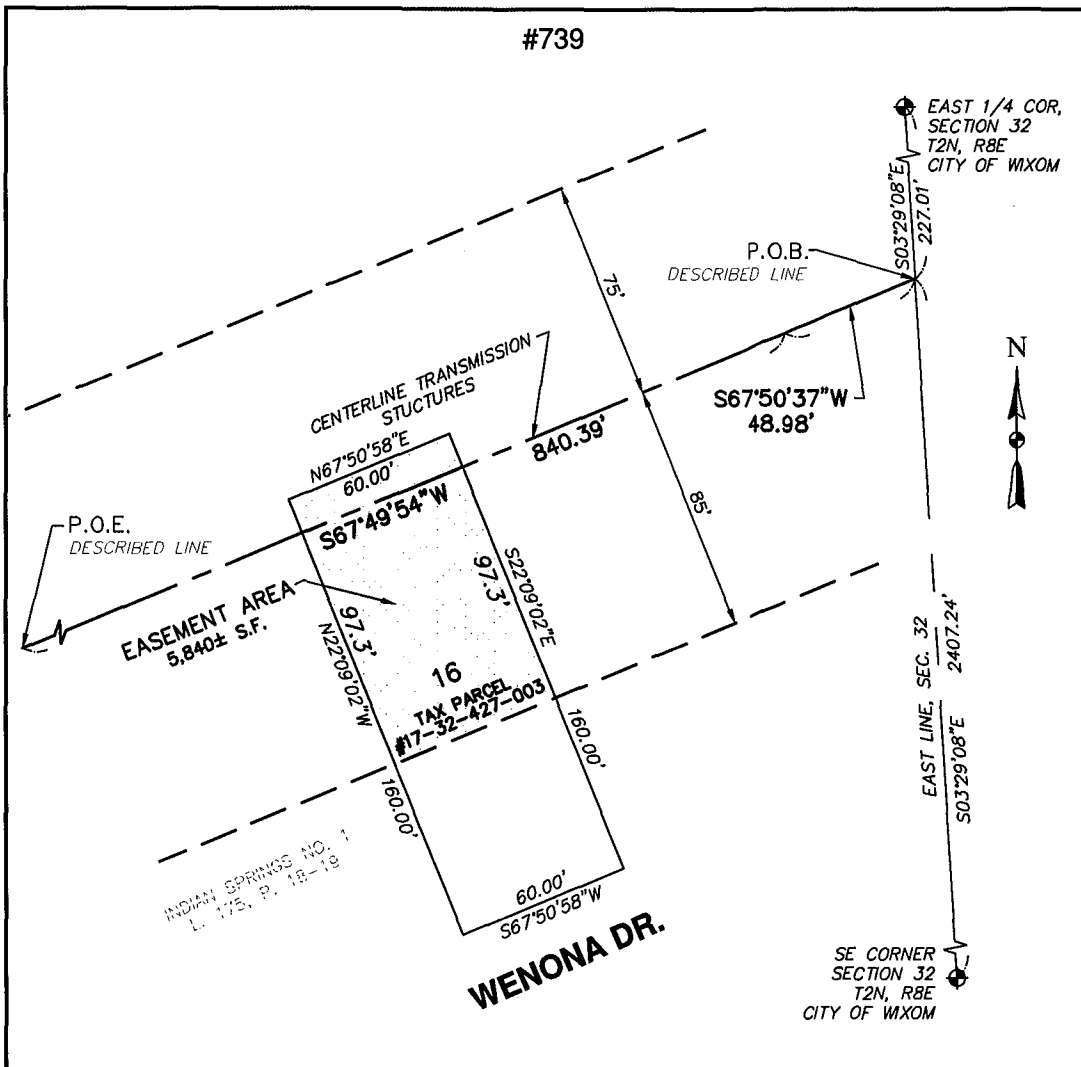
Acknowledged before me in Oakland County, Michigan, on this 15th day of September, 2016, by Michael T. Chio, a single man.

Dawn F. Whitehead

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



GRANTOR'S LAND

Lot 16, Indian Springs No. 1, as recorded in Liber 175, on Pages 18 and 19 of Plats, 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 East 1/4 corner of Section 32, Town 2 North, Range 8 East, City of Wixom, Oakland County, Michigan; thence S03'29'08"E 227.01 feet along the East line of said Section 32 to the POINT OF BEGINNING of said line; thence S67'50'37"W 48.98 feet; thence S67'49'54"W 840.39 feet to the POINT OF ENDING of said line.

LEGEND	
N00°W	DESCRIBED LINE DIMENSIONS
N00°W	PARCEL DIMENSIONS
P.O.B.	POINT OF BEGINNING
P.O.E.	POINT OF ENDING

NOTES:
1. BEARING BASIS: GRID NORTH, MICHIGAN STATE PLANE, NAD 83

PROJECT: WIXOM - BLOOMFIELD TRANSMISSION LINE	CLIENT: ITC
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		JOB: 1037-11-5482
		DWG: 739 17-32-427-003
SCALE: 1" = 50' 		ISSUE DATE: 3-13-12
45345 FIVE MILE ROAD PLYMOUTH, MICHIGAN 48170 PHONE: 734.483.1427 FAX: 734.483.3431 www.metroca.net		REV.: 5-21-12
		REV.: 2-1-16
		DRAWN BY: NPA
		CHECK BY: MT
		SHEET: 1 OF 1

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

Michael Chio ("Owner") is the owner(s) of the property located at 2430 Waverly Dr. Wilson M. 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: _____

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 1ST day of 9/16/16, 2016.

OWNER:
Michael Chio
Michael Chio

AGREEMENT REGARDING EASEMENT

THIS AGREEMENT is made and effective this 1 day of Sept., 2016, by and between Michael T. Chio, a single man, ("Landowner") whose address is 2430 Wenona, 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 9/1, 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 \$13,653.00 ("Total Compensation.") The Total Compensation shall be paid as follows:

- (a) \$10,653.00 shall be paid in consideration for the Easement.
- (b) \$3,000.00 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: October 3, 2016

LANDOWNER:


Michael T. Chio

Dated: 9/1/16