



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: 17-34-202-027, 17-34-202-018 & 17-34-202-19  
BW 1324-1326

Attached are documents related to the acquisition of a Vegetation Management Easement dated **January 12, 2015** to International Transmission Company (ITC) from **SCP 2002E-38, LLC (Woodward Detroit CVS)**, whose address is **210 Wellsboro, Walled Lake, MI 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 **\$4,765.63**

The acquisition was negotiated by **Land Matters, LLC**.

Please incorporate into Right of Way File No.: **T73374** 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)

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2015 JAN 30 PM 3: 17

19679  
LIBER 47830 PAGE 552  
\$37.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
01/30/2015 03:13:04 P.M. RECEIPT# 13040  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

### VEGETATION MANAGEMENT EASEMENT

On January 12, 2015, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent, nonexclusive easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described, and as depicted on Exhibit A attached hereto and incorporated herein.

**Grantor is:** SCP 2002E-38, LLC, a Delaware limited liability company ("Grantor")

**Grantee is:** International Transmission Company, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377.

**Grantor's Tenant is:** Woodward Detroit CVS, L.L.C., a Michigan limited liability company ("CVS").

**Grantor's Land** is in the City of Walled Lake, County of Oakland and State of Michigan and is described as follows:

The West 1/2 of Lot 53 and all of Lot 54 of O'FLAHERTY'S LAKE VIEW SUBDIVISION NO. 1, according to the plat thereof recorded in Liber 43 of Plats, page 35 of Oakland County Records.

AND

Lot 52 and the East 1/2 of Lot 53 of O'FLAHERTY'S LAKE VIEW SUBDIVISION NO. 1, according to the plat thereof recorded in Liber 43 of Plats, page 35 of Oakland County Records.

AND

Lot(s) 51 of O'FLAHERTY'S LAKE VIEW SUB. NO. 1, according to the plat thereof recorded in Liber 43 of Plats, page(s) 35 of Oakland County Records.

More commonly known as: 224, 216, 210 Wellsboro Street, Walled Lake, MI 48390

*lot 53 & 54 lot 52 & 53*  
Parcel ID: 17-34-202-027, 17-34-202-018, 17-34-202-019 - *lot 51*

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

OK - LG

*(Handwritten circle containing "TOP R")*

**The Easement Strip** is within Grantor's Land, and is described as:

A strip of land beginning at the **Northwesterly** line of Grantor's Land and continuing to a line lying **85 feet Southeasterly** of, and parallel to, the centerline of the electric transmission structures currently located on or adjacent to Grantor's Land.

1. **Purpose:** The purpose of this Easement is to allow Grantee the perpetual, nonexclusive 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 Strip, including the nonexclusive right to access the Easement Strip via Wellsboro Street, as shown on Exhibit A.
2. **Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Easement Strip in accordance with best management practices for utility rights of way and restore any damage caused to the Easement Strip and/or Grantor's Land to its condition as it existed immediately prior to the performance of any work pursuant to this Easement at Grantee's own cost and expense (excepting any work done to the trees, bushes and brush in the Easement Strip as permitted herein).
3. **Use:** Grantee shall in no way interfere (or permit interference) with the business operations of CVS in connection with the performance of any work pursuant to this Easement including, without limitation (a) the ability of CVS' employees and customers to have unimpeded access over and across all driveways, entrances, curb cuts, or other vehicular and pedestrian access ways to and from the CVS parking lot and store, and (b) the use of any drive-through facilities located on Grantor's Land; (c) truck access and/or deliveries to CVS; and (d) the ability of CVS to erect, maintain and operate appropriate signage. Grantee shall be permitted to park within the Easement Strip but shall not be permitted to park within the Easement Strip overnight. Grantee shall at no time park equipment, vehicles or trucks on Grantor's Land, except within the Easement Strip in connection with the use of the Easement Strip as permitted hereunder. Grantee shall not obstruct, interfere with or impede, in any way, CVS' full use of the parking area and pedestrian walkway located within the Easement Strip or Grantor's Land.

Grantee, its employees, agents, representatives, contractors, subcontractors, consultants and/or invitees shall not allow, bring or store any hazardous materials or debris on Grantor's Land or the Easement Strip.

Any work performed by Grantee pursuant to this Grant of Easement shall be performed (a) promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof and (b) in compliance with all applicable laws, rules, regulations and ordinances.

Grantee shall provide CVS with written notice, within not less than five (5) business days of its intent to exercise its rights under the Easement; provided, however, that Grantee shall not be required to provide advance notice in the event of an emergency. Any such notice shall be given to CVS Lease Administration Department, c/o CVS Health Corporation, One CVS Drive, Woonsocket, Rhode Island 02895; CVS Store No. 8002, and to the CVS store manager at 248-624-4555.

**4. Indemnity:** Grantee shall indemnify and hold Grantor and CVS harmless from all liability, loss or damage of any nature, including personal injury, property damage, business interruption, financial loss or claims of any kind (including attorney's fees and expenses incurred in enforcing this Easement), arising out of or in any way related to the use of the Easement Strip and or Grantee's utility lines, equipment and/or activities which Grantor and/or CVS may sustain resulting from the conveyance of the Easement.

**5. Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.


**7. Governing Law and Jurisdiction:** The performance and enforcement and all matters relating to this Easement shall be governed by and construed and interpreted in accordance with all laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, County and Municipal Governments and of all other governmental authorities.

**8. 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 Easement Strip. To the extent this Easement grants rights and privileges to either party 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.

**9. 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**  
SCP 2002E-38, LLC, a Delaware limited liability company

  
\_\_\_\_\_

By: ROBERT CANAVESE

Its: MANAGER

*(Signatures of following pages)*

**CONSENT BY GRANTOR'S TENANT:**

Woodward Detroit CVS, L.L.C.,  
a Michigan limited liability company

By: 

Toni A. Motta

Its: Assistant Secretary

Legal Approval: 

Julie W. Connelly

Legal Approval: 

Shalla Pacia

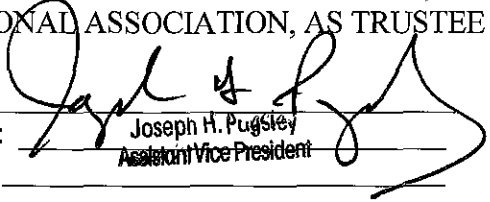
**CONSENT BY LENDER:**

WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION, AS TRUSTEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Joseph H. Pugstey  
Assistant Vice President

Acknowledged before me in Oakland County, Michigan, on this 12 day of December, 2014, on behalf of SCP 2002E-38, LLC, a Delaware limited liability company, by Robert Canvasser, its Manager.

Eric S. Canvasser

ERIC S. CANVASSER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Nov 17, 2017  
ACTING IN COUNTY OF Oakland

\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
Acting in \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires 11.17.17

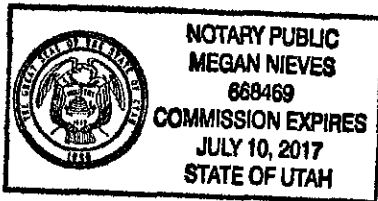
Acknowledged before me in Providence County, Rhode Island, on this 12<sup>th</sup> day of January, 2015, on behalf of Woodward Detroit CVS, LLC, a Michigan limited liability company, by Toni A. Motta, its Assistant Secretary.

Shalla G. Pacia  
Shalla G. Pacia, Notary Public  
Providence County, Rhode Island  
Acting in Providence County, Rhode Island  
My Commission Expires 12/18/2017

Shalla G. Pacia  
Notary Public  
State of Rhode Island  
My Commission  
Expires 12/18/2017



Acknowledged before me in Salt Lake County, Utah, on this 11 day of December, 2014, on behalf of Wells Fargo Bank Northwest, National Association, as Trustee, by Joseph H. Pugsley, its Assistant Vice President



Megan Nieves  
Megan Nieves, Notary Public  
Salt Lake County, Utah  
Acting in Salt Lake County, Utah  
My Commission Expires July 10, 2017

Prepared by:  
Patricia T. Murphy (P61872)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

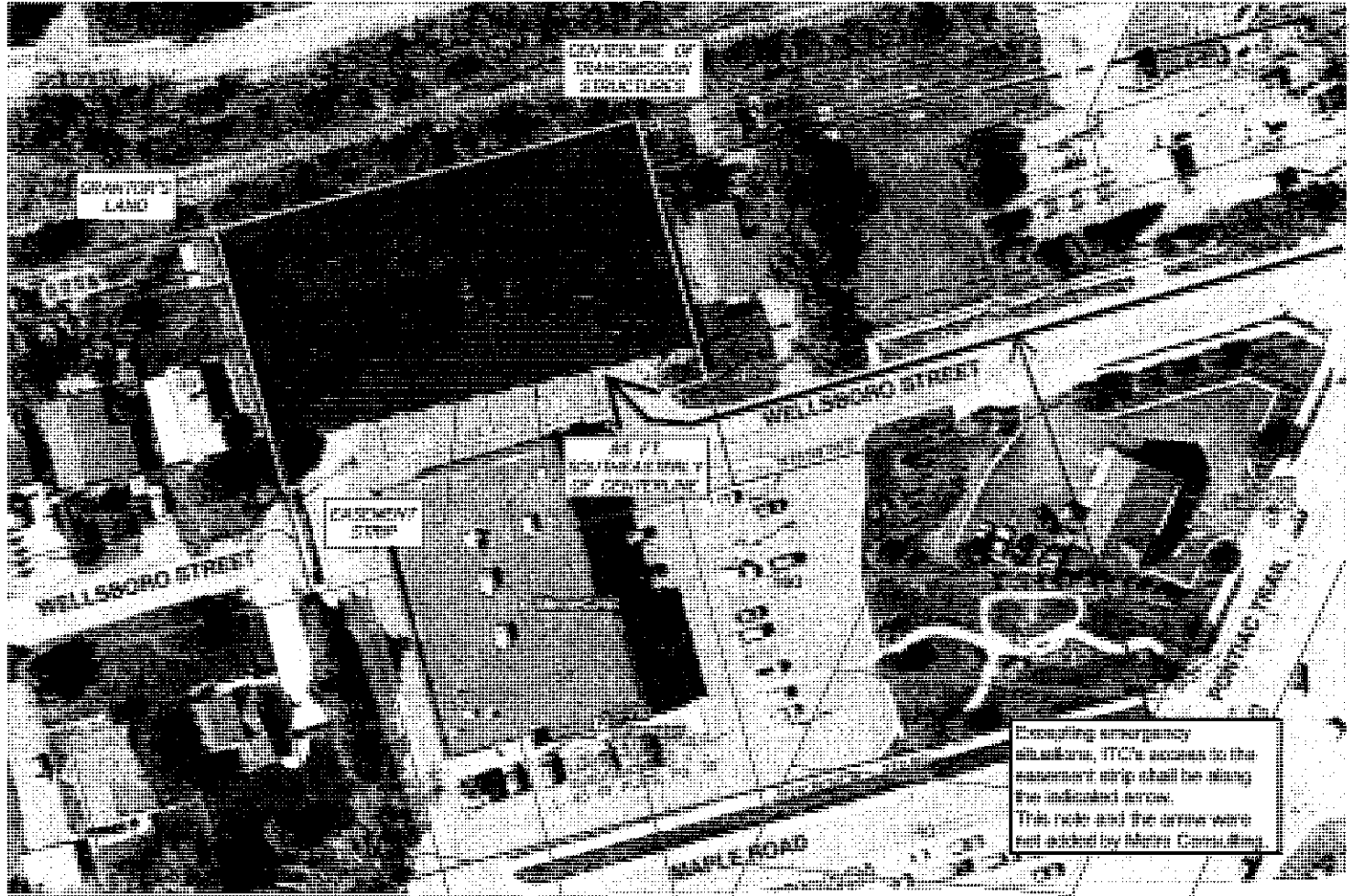
When recorded return to:  
NSI Consulting & Development  
24079 Research Drive  
Farmington Hills, MI 48335

**Exhibit A**


**Easement Site Plan**

This Site Plan is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

Exhibit A



LEGEND


- — — CENTERLINE OF TRANSMISSION
- - - - - EXTENT OF EASEMENT
- GRANTOR'S LAND
-  PERMANENT EASEMENT AREA

PREPARED FOR

*ITC*

SKETCH OF EXISTING CONDITIONS

OF CVS STORE #8002  
 LOCATED IN O'FLAHERTY LAKE VIEW  
 SUBDIVISION NO. 1  
 LIBER 43 OF PLATS, PAGE 35  
 OAKLAND COUNTY, MICHIGAN

UTILITY WARNING  
 UNDEGROUND UTILITY LOCATIONS AS  
 SHOWN ON THIS PLAN WERE OBTAINED  
 FROM UTILITY OWNER AND NOT FIELD  
 LOCATED.  
  
 Know what's below.  
 Call before you dig.  
 THE CONTRACTOR SHALL BE RESPONSIBLE  
 FOR THE PROTECTION OF ANY/OR  
 RELAXATION OF ALL UTILITY THAT  
 MAY INTERFERE WITH CONSTRUCTION.

JOB NO.: 1037-11-5482  
 DWS NO.: CVS-EXHIBIT  
 DATE: 10-3-2012  
 DRAWN BY: MST  
 CHECK: DLN  
 SURVEY: ---  
 REV.: 09-18-2014  
 REV.: ---  
 REV.: ---  
 REV.: ---

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**METRO CONSULTING ASSOCIATES**

6001 SCHOONER DRIVE  
 BELLEVILLE, MICHIGAN 48111  
 PHONE: 734.483.1427 FAX: 734.483.3431  
 www.metrocd.net

SHEET: 1 OF 1