

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2013 JUN 19 AM 10: 27

162606  
LIBER 45944 PAGE 144  
\$22.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
06/19/2013 10:43:24 A.M. RECEIPT# 85813  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

### VEGETATION MANAGEMENT EASEMENT

On MAY 23, 2013, for good and valuable consideration, the receipt of which is hereby acknowledged, Walton Development Co., LLC, a Michigan limited liability company, whose address is 29193 Northwestern Highway PMB 566, Southfield, Michigan 48304 ("Grantor") 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 more particularly 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, including, but not limited to hauling away all cut wood or brush and repairing any landscaping that was unintentionally damaged, such as tire tracks and ruts in grass, or trampled flowers and shrubbery.
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. **Building Rights:** Grantor acknowledges that Grantee has the right to construct, operate and maintain its electric transmission line facilities in the Easement Area, and Grantor shall not materially interfere with those rights and nothing contained herein shall preclude Grantee's reasonable access to the Easement Area over Grantor's Land. Nothing contained herein or in the Original Grant of Easement (defined below) shall impair or impede or be deemed or construed to impair or impede Grantor's ability or rights to develop Grantor's Land and to construct and maintain buildings or other structures or improvements on Grantor's Land, including within the Easement Area. Provided, however, that any and all buildings or structures constructed by Grantor within the Easement Area shall comply with and shall not violate the applicable provisions of applicable electrical codes or regulations.
5. **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 the existing grant of easement dated March 17, 1948, and recorded in Liber 2248, Page 129, Oakland County Records and any other existing grant of easement (collectively, the "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

SPRE

FILE

OK - AN

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.

**6. Damage Repair:** Grantee shall pay for and hold Grantor harmless with regard to any actual damages to Grantor's Land or Grantor's property, whether real property, personal property or a combination of both, 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 from Grantor's negligence. The term actual damage as used in this section is not intended, nor does it include, damages to vegetation within the Easement Area as contemplated in paragraph 1.


**7. Hold Harmless:** Grantee shall indemnify, defend and hold harmless Grantor from and against any injuries or death to persons arising on account of Grantee's activities on Grantor's Land.

**8. 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**

Walton Development Co., LLC, a Michigan limited liability company

  
\_\_\_\_\_  
By: TODD A. LYLE  
Its: MLR

*(Acknowledgement appears on the following page.)*

Acknowledged before me in OAKLAND County, Michigan, on this 23<sup>RD</sup> day of MAY, 2013, on behalf of Walton Development Co., LLC, a Michigan limited liability company, by TODD A. WYETT, its MANAGER.

  
\_\_\_\_\_, Notary Public

LEZE L. CAMAJ  
NOTARY PUBLIC, State of Michigan  
County of Oakland  
My Commission Expires: Oct. 03, 2019

Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

*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"

NORTHWEST COR.  
SECTION 15,  
T.3N., R.10E.,  
CITY OF PONTIAC

NORTH 1/4 COR.  
SECTION 15,  
T.3N., R.10E.,  
CITY OF PONTIAC

WALTON BLVD.  
N87°27'13"E 1344.35'

POB  
DESCRIBED LINE "A"

NORTH LINE SEC. 15 & @ WALTON BLVD.

**CURVE DATA**

- ① Radius = 18.00'  
Chord = 34.21'  
Ch. Brg. = N36°52'31"E  
Arc = 45.16'
- ② Radius = 478.00'  
Chord = 270.98'  
Ch. Brg. = S87°43'00"E  
Arc = 274.75'
- ③ Radius = 478.00'  
Chord = 336.23'  
Ch. Brg. = N55°13'29"E  
Arc = 343.58'
- ④ Radius = 18.00'  
Chord = 34.21'  
Ch. Brg. = S73°29'31"E  
Arc = 45.15'

ESMT. AREA 58,170 SQ. FT.

TAX PARCEL  
14-15-126-027  
(PARCEL 85)

W. LINE OF ASSESSOR'S  
PLAT NO. 146

ASSESSOR'S PLAT NO. 146  
L. 35 OF PLATS, P. 41, O.C.R.

W. LINE OF E. 1/2  
OF N.W. 1/4 AS  
MONUMENTED

S. LINE OF N. 685.30' OF  
N. 52 AC. OF E. 1/2 OF  
N.W. 1/4

GAMBREL DR.

14-15-176-015  
(PARCEL 81)

WALTON RIDGE  
MOBILE HOME PARK

S04°05'40"E  
583.90'

S06°52'57"E  
292.11'

S42°34'50"E  
580.22'

S45°39'42"E  
32.23'

S88°00'19"W 881.72'



WEST 1/4 COR.  
SECTION 15,  
T.3N., R.10E.,  
CITY OF PONTIAC

EAST-WEST 1/4 LINE SEC. 15

**LEGEND**

(DESC. LINE "A")  
N88°E = DESCRIBED LINE DIMENSIONS (BEARINGS  
BASED ON MICHIGAN STATE PLANE  
COORDINATES, NAD83(CORS96))

N88E = PARCEL DIMENSIONS (BEARINGS BASED  
ON DESCRIPTION OF GRANTOR'S LAND)



= EASEMENT AREA

POB = POINT OF BEGINNING

POE = POINT OF ENDING



1 inch = 300 feet

CENTER  
SECTION 15,  
T.3N., R.10E.,  
CITY OF PONTIAC  
FOUND IRON ROD

Revised 5/8/13  
Sheet 1 of 2

8042.652 Walton Dev VM.dwg

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**McNEELY & LINCOLN**  
Associates, Inc.

CIVIL ENGINEERING & LAND SURVEYING  
PH. (734) 432-9777 FAX (734) 432-9786  
37741 PEMBROKE, LIVONIA, MICHIGAN, 48152  
WWW.MNLINC.COM

For I.T.C. Date 2/26/13  
Scale 1"=300' Drawn By SA  
Job No. 8042.652 Checked By DW

# EXHIBIT "A"

## GRANTOR'S LAND DESCRIPTION

### Parcel 85

(Per Warranty Deed, L.19294, P. 259, OCR)

The North 685.30 feet of all of the North 52 acres of the East 1/2 of the Northwest 1/4 of Section 15, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, excepting that part as platted in Assessor's Plat No. 146, also except the North 60 feet in Walton Blvd.

More commonly known as: 930 E. Walton Boulevard, Pontiac, Michigan 48340

Oakland County Tax Parcel #14-15-126-027

## EASEMENT DESCRIPTION

All that part of the above described Grantor's Land which lies Easterly of a line 85.00 feet Westerly of and parallel with the following described line "A", and which lies Westerly of a line 75.00 feet Easterly of and parallel with the following described line "A":

**Described Line "A"** – centerline of electric transmission line structures as currently located:

Part of the Northwest 1/4 of Section 15, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan described as:

Commencing at the Northwest Corner of Section 15, Town 3 North, Range 10 East;  
thence North 87 degrees 27 minutes 13 seconds East, along the North line of Section 15 and the centerline of Walton Boulevard, 1344.35 feet to the **Point of Beginning**;  
thence South 01 degree 59 minutes 20 seconds East 1191.37 feet;  
thence South 04 degrees 05 minutes 40 seconds East 583.90 feet;  
thence South 06 degrees 52 minutes 57 seconds East 292.11 feet;  
thence South 42 degrees 34 minutes 50 seconds East 580.22 feet;  
thence South 45 degrees 39 minutes 42 seconds East 32.23 feet to the **Point of Ending** of said described Line "A", said point of ending lies South 88 degrees 00 minutes 19 seconds West, along the East-West 1/4 line of Section 15, 881.72 feet from the Center of Section 15. The side lines of herein described easement are to be shortened or lengthened to meet at angle points and to terminate at the boundaries of the above described Grantor's Land.

Revised 5/8/13

Sheet 2 of 2

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For \_\_\_\_\_ I.T.C. \_\_\_\_\_ Date 2/26/13

Scale NA Drawn By SA

Job No. 8042.652 Checked By DW