

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2013 JUN 19 AM 10: 27

162607  
LIBER 45944 PAGE 149  
\$25.00 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 an existing grant of easement dated March 15, 1948 and recorded in Liber 2248, Page 120, Oakland County Records; an existing grant of easement dated February 23, 1939 and recorded in Liber 61, Page 199, Oakland County Records; an existing grant of easement dated April 30, 1958 and recorded in Liber 3833, Page 727, Oakland County

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Records; an existing grant of easement dated July 13, 1939 and recorded in Liber 62, Page 264, 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 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. WYETT  
Its: MGR

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

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

*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

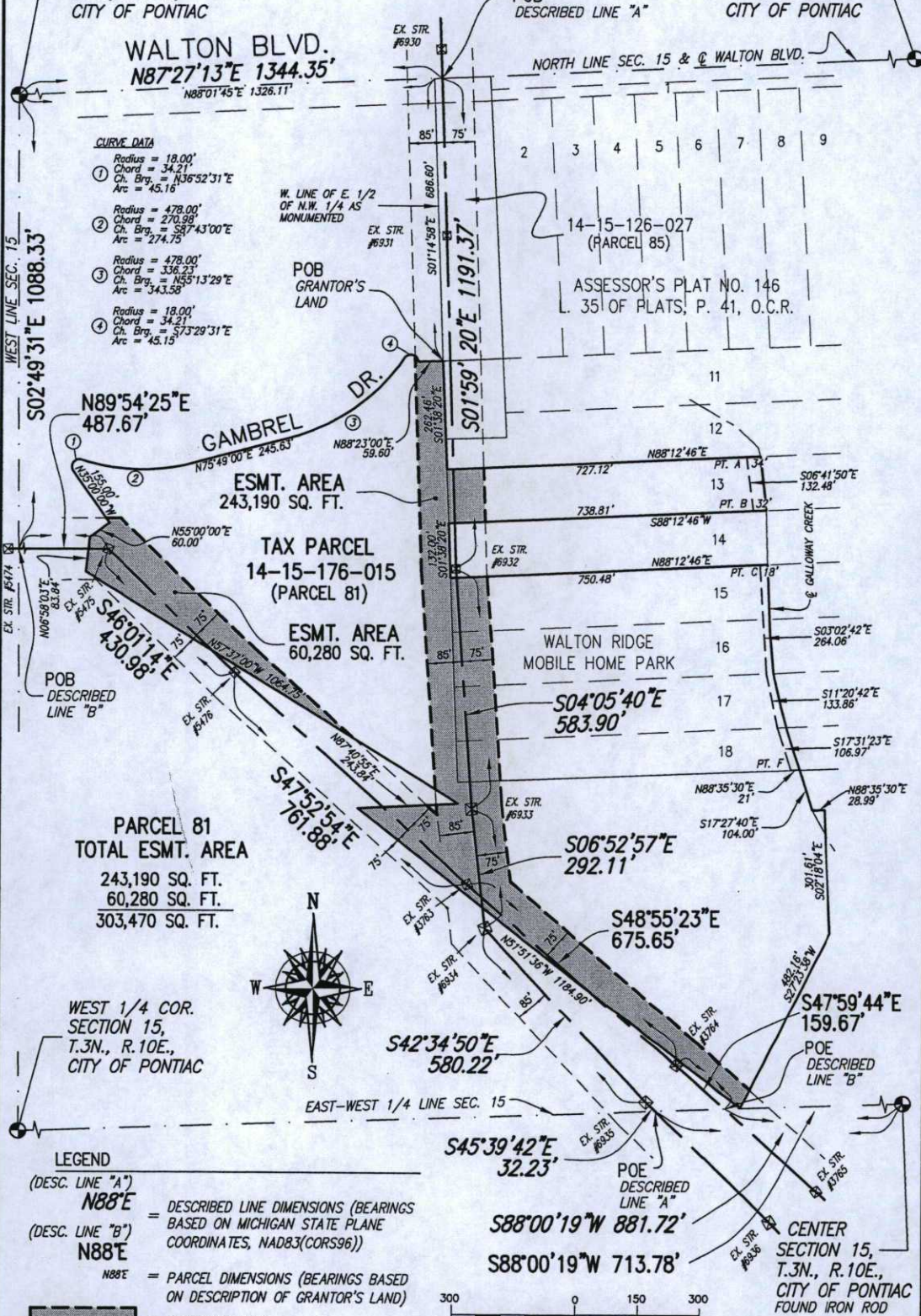
NORTH 1/4 COR.  
SECTION 15,  
T.3N., R.10E.,  
CITY OF PONTIAC

WALTON BLVD.  
N87°27'13"E 1344.35'  
N88°01'45"E 1326.11'

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. = S47°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  
243,190 SQ. FT.

TAX PARCEL  
14-15-176-015  
(PARCEL 81)

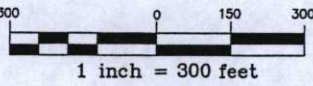
ESMT. AREA  
60,280 SQ. FT.

PARCEL 81  
TOTAL ESMT. AREA  
243,190 SQ. FT.  
60,280 SQ. FT.  
303,470 SQ. FT.

14-15-126-027  
(PARCEL 85)

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

WALTON RIDGE  
MOBILE HOME PARK



**LEGEND**

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

(DESC. LINE "B")  
N88°E = PARCEL DIMENSIONS (BEARINGS BASED ON DESCRIPTION OF GRANTOR'S LAND)

= EASEMENT AREA

POB = POINT OF BEGINNING  
POE = POINT OF ENDING

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

Revised 5/8/13  
Sheet 1 of 3

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 81

(Per Walton Development Co., LLC Corporate Resolution)

A parcel of land situated in the City of Pontiac, Oakland County, Michigan described as follows:

T3N, R10E, SEC 15 ASSESSOR'S PLAT NO. 146 PART OF LOT 13, ALSO PART OF LOTS 10 TO 18 INCL, ALSO PART OF NW 1/4 ALL DESC AS BEG AT PT DIST N 88-1-45 E 1326.11 & S 01-14-58 E 686.60 FT FROM NW SEC COR, TH S 01-38-20 E 262.46 FT, TH N 88-12-46 E 727.12 FT TO TRAV PT 'A' TH N 88-12-46 E 34 FT, TH SLY ALG CEN LI OF GALLOWAY CREEK, TH S 88-12-46 W 32 FT TO TRAV PT 'B' LOC S 06-41-50 E 132.48 FT FROM TRAV PT 'A', TH S 88-12-46 W 738.81 FT, TH S 01 38-20 E 132 FT, TH N 88-12-46 E 750.48 FT TO TRAV PT 'C', TH N 88-12-46 E 18 FT, TH SELY ALG CEN LI OF GALLOWAY CREEK, TH S 88-12-46 W 33 FT TO TRAV PT 'F' LOC S 03-02-42 E 264.06 FT & S 11-20-42 E 133.86 FT & S 17-31-23 E 106.97 FT FROM TRAV PT 'C', TH N 88-35-30 E 21 FT, TH S 17-27-40 E 104 FT, TH N 88-35-30 E 28.99 FT, TH S 02-18-04 E 301.61 FT, TH S 27-23-38 W 482.16 FT, TH N 51-07-49 W 1184.90 FT, TH N 87-40-55 E 243.84 FT, TH N 57-37-00 W 1064.75 FT, TH N 06-58-03 E 83.84 FT, TH N 55-00-00 E 60 FT, TG N 35-00-00 W 155 FT, TH ALG CURVE TO RIGHT, RAD 18 FT, CHORD BEARS N 36-52-31 E 34.21 FT, DIST OF 45.16 FT, TH ALG CURVE TO LEFT, RAD 478 FT, CHORD BEARS S 87-43-00 E 270.98 FT, DIST OF 274.75 FT, TH N 75-49-00 E 245.63 FT, TH ALG CURVE TO LEFT, RAD 478 FT, CHORD BEARS N 55-13-29 E 336.23, DIST OF 343.58 FT, TH ALG CURVE TO RIGHT, RAD 18 FT, CHORD BEARS S 73-29-31 E 34.21 FT, DIST OF 45.15 FT, TH N 88-23-00 E 59.60 FT TO BEG 1-17-01 FR 014

More commonly known as: Walton Ridge Mobile Home Park, 1360 Foxrun Court, Pontiac, Michigan 48340

Oakland County Tax Parcel #14-15-176-015

Revised 5/8/13  
Sheet 2 of 3

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37741 PEMBROKE, LIVONIA, MICHIGAN, 48152  
WWW.MNLINC.COM

For I.T.C. Date 2/26/13  
Scale NA Drawn By SA  
Job No. 8042.652 Checked By DW

# EXHIBIT "A"

## 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.

## ALSO

All that part of the above described Grantor's Land which lies within 75.00 feet on each side of the following described line "B":

**Described Line "B"** - centerline of the most northeasterly electric transmission line structures as currently located along adjacent railroad corridor:

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 South 02 degrees 49 minutes 31 seconds East, along the West line of Section 15, 1088.33 feet to the **Point of Beginning**; thence North 89 degrees 54 minutes 25 seconds East 487.67 feet; thence South 46 degrees 01 minute 14 seconds East 430.98 feet; thence South 47 degrees 52 minutes 54 seconds East 761.88 feet; thence South 48 degrees 55 minutes 23 seconds East 675.65 feet; thence South 47 degrees 59 minutes 44 seconds East 159.67 feet to the **Point of Ending** of said described Line "B", said point of ending lies South 88 degrees 00 minutes 19 seconds West, along the East-West 1/4 line of Section 15, 713.78 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 3 of 3

8042.652 Walton Dev VM.dwg

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For I.T.C. Date 2/26/13  
Scale NA Drawn By SA  
Job No. 8042.652 Checked By DW

## AGREEMENT REGARDING EASEMENT

THIS AGREEMENT is made and effective this \_\_\_ day of May, 2013, by and between Walton Development Co., LLC, a Michigan limited liability company, ("Landowner") whose located at 29193 Northwestern Highway PMB 566, Southfield Michigan 48304, 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 May 23, 2013, Landowner granted two Vegetation Management Easements (collectively, the "Easement") to ITC, contemporaneously with this Agreement, over, upon and across certain lands 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 \$77,500.00 ("Total Compensation.") The Total Compensation shall be paid as follows:

- (a) \$72,242.25 shall be paid in consideration for the Easement.
- (b) \$5,257.75 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

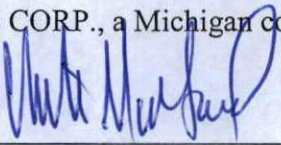
acknowledges that there is no adequate remedy for breach of this confidentiality provision. Therefore, in the event that Landowner does breach this confidentiality provision, Landowner shall pay liquidated damages to ITC equal to the voluntary sale incentive amount listed above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

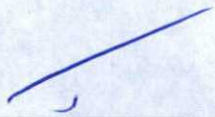
**BY SIGNING THIS DOCUMENT THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THE TERMS AND CONDITIONS THEREIN.**

**INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation d/b/a  
*ITC Transmission*

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

By:   
Name: Christine Mason Soneral  
Title: Vice President & General Counsel – Utility Operations  
Dated: 6-7-13

**LANDOWNER:**

  
By: Todd A. Wirth  
Its: RAWR  
Dated: 5/23/13



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

Walton Development Co., LLC, a Michigan limited liability company ("Owner") is the owner(s) of the properties located at 1360 Fox Run Court and 930 E. Walton Blvd., City of Pontiac, County of Oakland, State of 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 easements 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: These instructions may be amended  
or revoked at any time

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 23 day of My, 2013.

OWNER:

\_\_\_\_\_  
\_\_\_\_\_

**CONSENT RESOLUTIONS OF**  
**WALTON DEVELOPMENT CO. L.L.C.**

The undersigned, being all of the members of Walton Development Co. L.L.C., a Michigan limited liability company (the "Company"), which Company is duly organized under the laws of the State of Michigan, do hereby adopt the following resolutions and hereby certify that said resolutions are not in contravention of law or of the Company's Operating Agreement or the unwaived terms of any indenture, agreement or undertaking to which the Company is a party or by which it or its property is bound, and that the same have not been rescinded and are in full force and effect as of the date hereof:

RESOLVED: That the Company enter into and consummate the sale and conveyance of a vegetation management easement to International Transmission Company, a Michigan Corporation, covering portions of the property commonly known as 930 East Walton Boulevard, Pontiac, Michigan 48340 (the "Easement").

RESOLVED: That Todd A. Wyett, as the manager of the Company, is individually authorized and empowered to bind the Company for the purpose of entering into and consummating the sale and conveyance of the Easement. Such authority includes, without limitation, the power to execute and deliver all such papers, documents and instruments as are necessary or convenient to give effect as to the purposes of these resolutions.


RESOLVED: That these resolutions shall remain in full force and effect until written notice of amendment or revocation shall have been received by the parties who are relying thereon, but any such notice or amendment or revocation shall not affect the Company or the Company's obligations and liability under any agreement, instrument or document executed prior to such parties receipt of any such amendment or revocation.

RESOLVED: That these resolutions may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Signatures to these Resolutions transmitted by facsimile or by e-mail transmission with .pdf or .tif attachment shall be valid and effective to bind the party so signing.

IN WITNESS WHEREOF, the undersigned has executed these resolutions as of the date of last execution below.

**MEMBERS:**

Todd A. Wyett Trust U/A/D June 28, 1995

By:   
\_\_\_\_\_  
Todd A. Wyett, Trustee

Date: 5/23/13

Allen S. Wyett  
Allen S. Wyett

Date: 5/28/13