

2013 NOV -8 AM 10:22

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LIBER 46523 PAGE 887
\$16.00 MISC RECORDING
\$4.00 REMONUMENTATION
11/08/2013 10:25:01 A.M. RECEIPT# 153370
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

VEGETATION MANAGEMENT EASEMENT

On October 30, 2013, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

Grantor is: Perry Place Square, LLC, a Michigan limited liability company

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

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

A part of the Southwest ¼ of Section 15, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan being more particularly described as: Beginning at the intersection of the Northerly line of Perry Street (said line being 60 feet perpendicular to and parallel to the center line of Perry Street as now laid out) and the Westerly line of Grand Trunk Western Railroad (said line being 68.5 feet perpendicular to and parallel to the center line of the track as now laid out) thence South 54 degrees 14 minutes 54 seconds West, 524.20 feet along the Northerly line of Perry Street; thence North 00 degrees 53 minutes 47 seconds West, 1188.20 feet along an existing fence line to the Westerly line of the Grand Trunk Western Railroad; thence along said line along a curve to the right 999.48 feet, said curve having a radius of 1841.36 feet, central angle of 31 degrees 06 minutes 00 seconds, and a long chord bearing South 26 degrees 43 minutes 36 seconds East 987.26 feet to the point of beginning.

BP
K
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More commonly known as: 1415 N. Perry St., Pontiac, MI 48340-3265

OK - AN

Parcel ID: 14-15-327-004

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

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

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

11/11/2013
LISA BROWN

1. **Purpose:** The purpose of this Easement is to allow Grantee 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 Strip.

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.

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

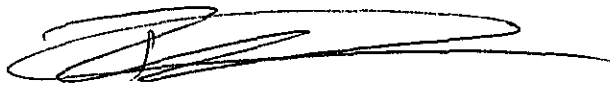
4. **Original Grant of Easement:** Nothing contained in this Easement shall be construed as releasing or impairing any rights or privileges granted to Grantee or The Detroit Edison Company under any existing grant of easement ("Original Grant of Easement") relative to the Easement Strip. To the extent 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.

5. **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

Perry Place Square, LLC, a Michigan limited liability company

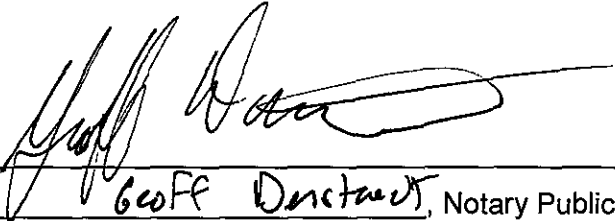


By: BART FAMULAO

Its: CFO

(Acknowledgement appears on the following page.)

Acknowledged before me in Oakland County, Michigan, on this 30 day of October, 2013, on behalf of Perry Place Square, LLC, a Michigan limited liability company, by Bart Famularo, its Chief Financial Officer.



Geoff Dinstadt, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 7/15/2019

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

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

Perry Place Square, LLC, a Michigan limited liability company ("Owner") is the owner(s) of the property located at 1415 N. Perry, Pontiac, 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.

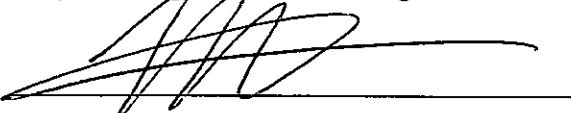
_____ Remove all Vegetation from the Property except small debris, as such small debris is defined in ITC's sole discretion.

_____ 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 24th day of October, 2013.

OWNER:
Perry Place Square, LLC, a Michigan limited liability company



By: MARK LEIPSITZ

Its: Member

CERTIFICATE OF LIMITED LIABILITY COMPANY INCUMBENCY AND AUTHORITY

In RE: Perry Place Square, LLC, a Michigan limited liability company

We, the undersigned members of Perry Place Square, LLC, a Michigan limited liability company ("Perry Place"), hereby certify that we have reviewed the books and records of Perry Place, and that the individuals named below are the officers of Perry Place, holding the titles indicated:

MARK Leipsitz Member

KATHY MAKINO-LEIPSITZ Member

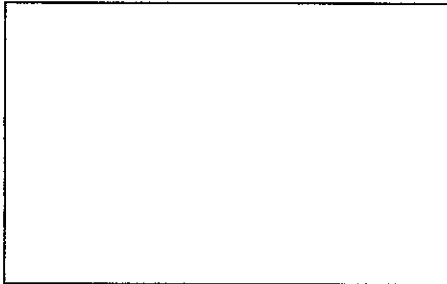
_____ Member

_____ Member

and that BART FAMILIARO, has the authority to sign, seal, deliver and negotiate any easement granting International Transmission Company vegetation rights pertaining to land in the City of Pontiac, County of Oakland, State of Michigan, more commonly known as 1415 N. Perry Street, by and on behalf of Perry Place in accordance with the Bylaws of Perry Place and under the authority of the Members of Perry Place.

WITNESS our hand and seals as of the 24 day of OCTOBER, 2013.

Affix corporate seal here (if applicable)



[Signature]
Member MARK Leipsitz

[Signature]
Member KATHY MAKINO-LEIPSITZ

_____ Member

_____ Member