



Real Estate Department

Work Order No.: A0004392
Project Name: Pontiac to Kern
Business Unit: ITCT

Date: December 15, 2017
To: Records Center
From: Connie Scott
Legal
Subject: Vegetation Management Easement
Tax ID: 14-10-326-017
Site ID: 2700

Attached are the documents related to the acquisition of a Vegetation Management Easement dated October 27, 2017 to International Transmission Company (ITC) from Stella Savage a/k/a Stella Webb, whose address is 1670 Stirling, Pontiac, Michigan 48340.

The easement is located in Section 10, City of Pontiac, Oakland County, MI.

The easement consideration was paid as follows:

- Stella Savage - \$5,766.00
- JPMorgan Chase Bank - \$8,649.00

The acquisition was negotiated by Zausmer August & Caldwell, P.C.

Special Conditions:

- Tree Disposition Form

Please incorporate into Right of Way File No.: T73435 and cross reference with Right of Way File No.: R17125

Attachments

CC: J. Andree

M. Ely
R. Everett
A. Fagan
S. Gagnon
J. Gruca
C. Scott
A. Snow
N. Spencer
M. Yoders
Fixedassetsgroup@itctransco.com

Mark J. Zausmer
Gary K. August
Michael L. Caldwell
Heidi D. Hudson
Mischa M. Boardman¹
Nicole M. Wright
Matthew G. McNaughton
Cameron R. Getto
Cinnamon A. Rice
Amy S. Applin
Jason W. Baas
Andrea M. Johnson
James C. Wright²
Marc D. McDonald¹
Jeremy M. Mullett
April E. Moore
Bryan R. Padgett

FARMINGTON HILLS
32255 Northwestern Highway, Suite 225
Farmington Hills, MI 48334-1574
(248) 851-4111 phone
(248) 851-0100 fax

¹Also Admitted in IL
²Also Admitted in OH
³Also Admitted in TX
⁴Also Admitted in KY
⁵Also Admitted in FL
⁶Also Admitted in MA and District of Columbia
⁷Also Admitted in NY
⁸Also Admitted in CA
⁹Also Admitted in WI

Of Counsel: Emily K. Neuberger¹

Z | A | C
Zausmer, August & Caldwell, P.C.
FARMINGTON HILLS & LANSING

Adrian Acosta³
Joshua D. Apel
Nicholas J. Assenmacher
Scott M. Assenmacher
Mark M. Bassily
Thomas T. Bearse
Laura C. Belden
Theresa A. Bodwin
Christopher A. Chesney
Joshua T. Christopher¹
Ryan R. Clark
Kaitlyn A. Cramer
Randi M. Davis
Danielle R. DePriest
Cristy M. DeVos¹
Kaitlin C. Dodge
Melissa A. Durity
Jordan G. English
John S. Gilliam⁴
Paige E. Gross
Johnathan F. Gruner⁵
Nickolas M. Guttman
Steven J. Hurvitz⁶
Daniel I. Jedell⁷
Eula J. Johnson
Jessica G. Kingston
Logan R. Kovach
Janetta A. Ksar
Timothy M. Kubik
Frederick V. Livingston
Colin B. MacBeth
Kristina M. Macionski⁸
Daniel J. McCarthy
Katharine G. McCarthy
Brian R. Meyer
Shaun M.J. Neal
Elizabeth J. Oilgaard
Virginia G. Ong¹
A. Adam Post, II
Elizabetha Rumery¹
Carol Smith Sandy
Michael A. Schwartz
Daniel P. Steele, Jr.
Devin R. Sullivan¹
Alec M. Torigian
Nicholas A. Tselepis
John A. VanGemert
Laura A. Van Hyfte
Kyle A. Warwick
Lauren M. Wawrzyniak
Daniel P. Webber
Tali F. Wendrow
G. Davis White⁹
Kyle T. Zwiren

December 4, 2017

Margaret Walker
ITC Holdings Corp
27175 Energy Way
Novi, MI 48377

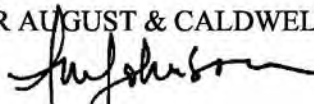
RE: International Transmission Company, d/b/a *ITCTransmission* vs. Stella Savage, et al.
Case No. 17-160171-CC / Our Reference No.: 1054-11 PK-2700

Dear Ms. Walker,

Please find enclosed for your file a chart outlining the details of the settlement together with a copy of the recorded Stipulated Order Waiving Necessity, Confirming Title, Transferring Possession, Ordering Payment of Just Compensation and for Other Relief. In addition, please find the executed Confidential Settlement Agreement, Direction Regarding Disposition of Vegetation Upon Initial Clearing and fully executed Side Letter for your file. Thank you for your attention in this regard.

Sincerely yours,

ZAUSMER AUGUST & CALDWELL, P.C.



Andrea M. Johnson

Z | A | C

Zausmer, August & Caldwell, P.C.

FARMINGTON HILLS & LANSING

AMJ/hsh

Enclosures

cc: Patricia Murphy (via E-Mail)
Connie Scott (via E-Mail)
Mark Yoders (via E-Mail)
Michael Schira (via E-Mail)
Alexia Moreland (via E-Mail)
Amanda Snow (via E-Mail)

Pontiac Kern (PK-2700)

Recorded Stipulated Order Waiving Necessity, Confirming Title, Transferring Possession, Ordering Payment of Just Compensation and for Other Relief

Parcel No.	Owners Name	Property Address	Tax Id	Liber/Page	EJC	Additional Settlement Proceeds	Side Letter
PK-2700	Stella Savage	1670 Stirling Ave. Pontiac, MI 48340	14-10-326-017	L 51225 P 722	\$14,415.00	\$1,000.00	Yes

199708
LIBER 51225 PAGE 722
\$26.00 MISC RECORDING
\$4.00 REINUMENTATION
10/27/2017 11:49:23 A.M. RECEIPT# 127359
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

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

Civil Action No. 17-160171-CC

Plaintiff,

Hon. Rae Lee Chabot

vs.

Parcel No. PK-2700

STELLA SAVAGE A/K/A STELLA WEBB,
JP MORGAN CHASE BANK NA,
MICHIGAN BELL TELEPHONE
COMPANY, MCA MORTGAGE
CORPORATION, D/B/A PRIMARY
MORTGAGE CORPORATION,
CONSUMERS ENERGY COMPANY, DTE
ELECTRIC COMPANY, DTE GAS
COMPANY, FRANCES N. HUDSON OR
HER UNKNOWN HEIRS, LEGATEES,
DEWISEES AND ASSIGNS, SCOTT
HUDSON, MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS AS NOMINEE
FOR PRIMARY MORTGAGE
CORPORATION, UNKNOWN TENANT(S),

**STIPULATED ORDER WAIVING
NECESSITY, CONFIRMING TITLE,
TRANSFERRING POSSESSION,
ORDERING PAYMENT OF JUST
COMPENSATION, AND DISMISSING JP
MORGAN CHASE BANK NA AND
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC, AS
NOMINEE FOR PRIMARY MORTGAGE
CORPORATION**

Defendants.

Mischa M. Boardman (P61783),
Andrea M. Johnson (P67522)
ZAUSMER AUGUST & CALDWELL, P.C.
Attorneys for International Transmission
Company, d/b/a ITC*Transmission*
31700 Middlebelt Rd., Suite 150
Farmington Hills, MI 48334
(248) 851-4111

Mark E. Bredow (P49744)
BREDOW LAW PLC
Attorneys for Stella Savage a/k/a Stella Webb
P.O. Box 210464
Auburn Hills, MI 48321
(248) 795-5516
markb@bredowlaw.com

Kevin Majewski (P79292)
Trott Law, P.C.
Attorneys for Defendants JP Morgan Chase Bank
NA and Mortgage Electronic Registration
Systems, Inc.
314440 Northwestern Hwy., Ste. 200
Farmington Hills, MI 48334
(248) 723-6476

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OK-LB

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2017 OCT 27 AM 11:48

**STIPULATED ORDER WAIVING NECESSITY, CONFIRMING TITLE,
TRANSFERRING POSSESSION, ORDERING PAYMENT OF JUST COMPENSATION,
AND DISMISSING JP MORGAN CHASE BANK NA AND MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC, AS NOMINEE FOR
PRIMARY MORTGAGE CORPORATION.**

At a session of the Court, held in the
County of Oakland, State of Michigan
on 10/25/2017.

PRESENT: THE HONORABLE RAE LEE CHABOT
Circuit Court Judge

This matter is before the Court pursuant to the filing of a Complaint for Condemnation by Plaintiff International Transmission Company, d/b/a *ITCTransmission* (“ITC”), for the acquisition of certain permanent easement rights related to property identified as Tax Parcel No. 14-10-326-017 (the “Property”); and the Court being fully advised in the premises:

WHEREAS, Defendant JP Morgan Chase Bank, NA (“Defendant Chase”) services a mortgage (“Mortgage”) that was secured by the Property. The Mortgage was recorded with the Oakland County Register of Deeds at Liber 31921 page 339.

WHEREAS, on August 4, 2017, ITC filed a Complaint For Condemnation (“Complaint”) against Stella Savage (“Property Owner”) and other defendants, including Mortgage Electronic Registration Systems, Inc, as nominee for Primary Mortgage Corporation (“Defendant MERS”) and the servicer of the Mortgage, Defendant Chase, seeking a Vegetation Management Easement;

WHEREAS, pursuant to MCL 213.55(5), ITC deposited certain funds in the amount of \$14,415 in escrow with eTitle Agency, Inc. (“Escrow Agent”), representing what ITC has alleged in the Complaint as the Estimated Just Compensation (“Escrow Funds” and/or “Estimated Just Compensation” or “EJC”) payable herein;

WHEREAS, none of the Defendants in this matter filed a motion challenging necessity as required by MCL 213.56(1) and therefore, pursuant to MCL 213.57(1) and applicable case law, the right for the Defendants in this action to file such a challenge was waived;

WHEREAS, Consent Judgments have been entered into with Defendants DTE Electric Company, Michigan Bell Telephone Company, Consumers Energy Company, and DTE Gas Company (“Waiving Defendants”) and those Judgments state that the Waiving Defendants have waived and/or are not entitled to any just compensation in this action;

WHEREAS, Defendants Frances N. Hudson or her Unknown Heirs, Legatees, Devisees, and Assigns; Scott Hudson; MCA Mortgage Corporation d/b/a Primary Mortgage Corporation; and Unknown Tenant(s) have defaulted.

WHEREAS, the remaining Defendants Chase, MERS, and the Property Owner stipulate to the allocation of the EJC. Defendant Chase is entitled to a disbursement of \$8,649 (“Mortgagee Payment”) and said Mortgagee Payment shall be applied to the balance of the Mortgage in accordance with the terms of the Mortgage and Note. Property Owner will receive the remainder of the EJC funds in the amount of \$5,766.

IT IS ORDERED AND ADJUDGED:

1. Title to those rights in the real property described in the Vegetation Management Easement attached as **Exhibit 1**, is hereby confirmed to have vested with ITC on August 4, 2017, the date the Complaint was filed.

2. Within 14 days from the date of entry of this Order, and upon the receipt by ITC and the Escrow Agent of properly executed Form W-9s from the Property Owner and Defendant Chase, the Escrow Agent shall release the Escrow Funds and issue a check in the amount of \$8,469 made payable to “JP Morgan Chase Bank, NA ” representing the portion of the Estimated Just Compensation which will be allocated to the balance of the Mortgage in accordance with the

terms of the Mortgage and Note, and a check made payable to “Stella Savage” in the amount of \$5,766 representing the remainder of the EJC funds for the Property Owner.

3. Physical possession of the property rights as set forth in the Easement is surrendered to ITC immediately upon entry of this Order.

4. The terms of this Order do not waive or limit the rights of the Property Owner in the case to seek additional just compensation as provided in the Uniform Condemnation Procedures Act, MCL 213.51 *et seq.* (“UCPA”).

5. Any rights and interests in the Property held by Defendants Chase and MERS are hereby preserved and are not changed, altered or diminished by ITC’s acquisition of the Easement. Provided, however, that notwithstanding anything to the contrary, the Mortgage and all rights thereunder, shall be and shall at all times remain subject and subordinate to the Easement. In the event of a foreclosure of the Mortgage, Defendants Chase and MERS acknowledge and agree that the Easement shall not be extinguished.

6. Defendants Chase and MERS waive, release, and relinquish their rights to claim and/or receive any additional just compensation in this action that they may have been entitled to claim and/or receive under the UCPA or otherwise at law or equity, and accordingly, are dismissed from this action, with prejudice and without costs.

7. Upon entry of this Order, ITC may record this Order with the Oakland County Register of Deeds.

THIS ORDER DOES NOT RESOLVE THE LAST PENDING CLAIM BUT DOES RESOLVE ALL CLAIMS IN THIS CASE BETWEEN PLAINTIFF AND DEFENDANTS JP MORGAN CHASE BANK NA AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

YB /s/Rae Lee Chabot

Circuit Court Judge

STIPULATION

I approve the form and stipulate to entry of the above Order.

ZAUSMER AUGUST & CALDWELL, P.C.

BREDOW LAW PLC

/s/ Andrea M. Johnson
Mischa M. Boardman (P61783)
Andrea M. Johnson (P67522)
Attorneys for International Transmission
Company, d/b/a ITC*Transmission*

/s/Mark E. Bredow (w/consent)
Mark E. Bredow (P49744)
Attorney for Stella Savage a/k/a Stella Webb

TROTT LAW, P.C.

/s/Kevin Majewski (w/consent)
Kevin Majewski (P79292)
Attorney for Defendants JP Morgan Chase
Bank NA and Mortgage Electronic Registration
Systems, Inc.

STATE OF MICHIGAN }
COUNTY OF OAKLAND } SS.

I LISA BROWN, County Clerk for the County of Oakland, Clerk of the Circuit Court thereof, the same being a Court of Record and having a Seal, hereby certify that the attached is a true copy.

In Testimony whereof, I have hereunto set my hand and placed the Seal of said Court this OCT 27 2017

LISA BROWN - Clerk/ Register of Deeds
J. M. [Signature] Deputy Clerk

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STIPULATED ORDER WAIVING NECESSITY, CONFIRMING TITLE,
TRANSFERRING POSSESSION, ORDERING PAYMENT OF JUST COMPENSATION,
AND DISMISSING JP MORGAN CHASE BANK NA AND MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC, AS NOMINEE FOR PRIMARY MORTGAGE
CORPORATION.

Exhibit 1

VEGETATION MANAGEMENT EASEMENT

On _____, 20___, for good and valuable consideration, the receipt of which is hereby acknowledged, _____ (“Grantor”) whose address is _____, 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.

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.
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. **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.”
5. **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.
6. **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.)

GRANTOR

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 20 __, by _____.

_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires _____

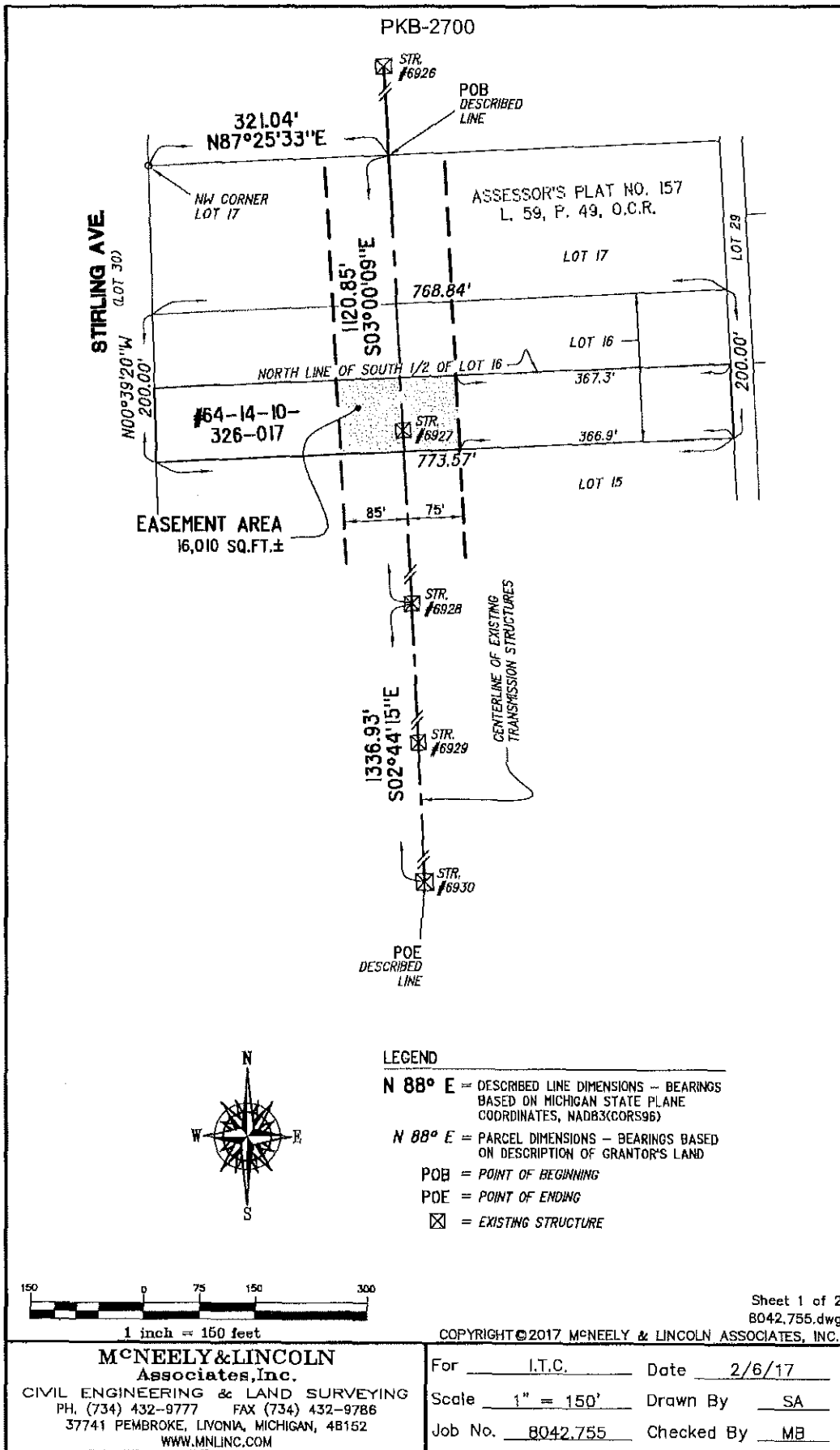
Drafted by:
Patricia Murphy (P61872)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

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

Vertical text on the right edge of the page, likely a scanning artifact or page number.

EXHIBIT "A"
DESCRIPTION OF "GRANTOR'S LAND,"
"EASEMENT AREA" AND "EASEMENT DESCRIPTION"

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LEGEND

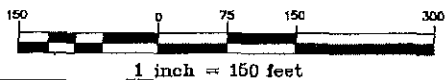
N 88° E = DESCRIBED LINE DIMENSIONS - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83(CORS96)

N 88° E = PARCEL DIMENSIONS - BEARINGS BASED ON DESCRIPTION OF GRANTOR'S LAND

POB = POINT OF BEGINNING

POE = POINT OF ENDING

☒ = EXISTING STRUCTURE



Sheet 1 of 2
B042,755.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 2/6/17

Scale 1" = 150' Drawn By SA

Job No. B042,755 Checked By MB

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PKB-2700

GRANTOR'S LAND

Land in the City of Pontiac, County of Oakland, State of Michigan being more particularly described as:

The South 1/2 of Lot 16, ASSESSOR'S PLAT NO. 157, as recorded in Liber 59, Page 49 of Plats, Oakland County Records.

Commonly known as: 1670 N. Stirling Ave., Pontiac
Tax Parcel ID: 64-14-10-326-017

(per Quit Claim Deed recorded in Liber 32253, Page 207, Oakland County Records)

DESCRIPTION OF EASEMENT AREA

All that part of the above described Grantor's Land which lies Easterly of a line eighty-five (85.00) feet Westerly of and parallel with, and which lies Westerly of a line seventy-five (75.00) feet Easterly of and parallel with the following described line:

Commencing at an iron rod at the northwest corner of Lot 17 of Assessor's Plat No. 157 (L. 59 of Plats, P. 49, O.C.R.) of part of the Southwest 1/4 of Section 10, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan;
thence North 87 degrees 25 minutes 33 seconds East 321.04 feet to the **Point of Beginning** of said line;
thence South 03 degrees 00 minutes 09 seconds East 1120.85 feet;
thence South 02 degrees 44 minutes 15 seconds East 1336.93 feet to the **Point of Ending** of said line.

The side lines of said easement shall be extended or shortened to meet at angle points, and to terminate at the boundaries of the above described Grantor's land.

Sheet 2 of 2
B042.755.dwg

COPYRIGHT © 2017 McNEELY & LINCOLN ASSOCIATES, INC.

<p>McNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p>	For	I.T.C.	Date	2/8/17
	Scale	NA	Drawn By	SA
	Job No.	8042.755	Checked By	MB

CONFIDENTIAL SETTLEMENT AGREEMENT

THIS CONFIDENTIAL SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between: 1) INTERNATIONAL TRANSMISSION COMPANY ("ITC"); and (2) STELLA SAVAGE a/k/a Stella Webb ("Defendant"), in connection with an eminent domain lawsuit known as *International Transmission Company vs. Stella Savage, et. al.* filed in the Oakland County Circuit Court for the State of Michigan, Civil Action No. 17-160171-CC ("Lawsuit"). ITC and the Defendant are collectively referred to herein as the "Parties." The effective date of this Agreement shall be the last date on which any party signs the Agreement.

WHEREAS, the Defendant owns certain property located in Pontiac, County of Oakland, State of Michigan, as more particularly described in the Lawsuit ("Subject Parcel");

WHEREAS, ITC initiated the Lawsuit against the Defendant to acquire an Easement (the "Easement") pursuant to the Michigan Uniform Condemnation Procedures Act, MCL 213.51 *et. seq.* ("UCPA") and the Electric and Gas Corporations Act, MCL 486.251 *et. seq.* ("EGCA");

WHEREAS, on 10/24, 2017, the Court entered a Stipulated Order Waiving Necessity, Confirming Title, Transferring Possession, and For Other Relief ("Stipulated Order");

WHEREAS, pursuant to the Stipulated Order, ITC has previously paid \$14,415 in estimated just compensation ("Estimated Just Compensation") to the Defendant and her mortgage company, JP Morgan Chase Bank, NA;

WHEREAS, the Parties have engaged in settlement negotiations and have received independent legal advice in this matter, and wish to compromise the disputed claims and settle the Lawsuit;

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, it is hereby agreed as follows:

1. Settlement Amount & Other Matters

A. ITC shall pay the total sum of \$1,000 in full and final settlement of the Lawsuit and any and all amounts that may be alleged by the Defendant to be due and owing under the UCPA or pursuant to the Lawsuit (including attorney fees, business interruption costs, expert fees, expenses and/or costs) (the "Settlement Amount"). The Settlement Amount is in addition to the Estimated Just Compensation stated in the Stipulated Order.

B. The Settlement Amount shall be paid via a check made payable to "BREDOW LAW PLC" in the amount of \$1,000.00;

C. Any and all payments due and payable under this Agreement shall be made within 15 business days after entry of the Consent Judgment referenced in Paragraph 2 of this

Agreement, and receipt by ITC of a duly executed W-9 for all persons or entities receiving payment.

D. As part of this Agreement, the Parties also agree to execute the Side Letter attached as **Exhibit A**.

2. Consent Judgment

Simultaneously with the execution of this Agreement, the Parties shall execute the Consent Judgment in the form attached hereto as **Exhibit B** and submit same to the Court for entry. The Parties authorize their attorneys of record to execute the Consent Judgment and submit same to the Court.

3. Binding Effect

This Agreement shall bind, and its benefits shall inure to, the Parties and their respective heirs, successors and assigns. Each party to this Agreement represents and warrants that as of the date of the execution of this Agreement, they have not assigned or transferred or purported to have assigned or transferred to any person, firm, company, association, or entity whatsoever, any of the claims identified in this Agreement.

4. Ownership

The Defendant Stella Savage represents that she is the fee owner of the Subject Parcel.

5. Governing Law

This Agreement is made under and shall be governed by the laws of the State of Michigan.

6. Entire Agreement

This Agreement (together with its Exhibits) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous communications, representations, understandings, agreements, negotiations and discussions, either oral or written, between the Parties. The Parties further acknowledge and agree that there are no oral or written communications, representations, understandings or agreements, directly or indirectly related to, arising out of, or connected with this Agreement that are not set forth herein. The Parties further acknowledge that they may hereafter discover facts different from or in addition to those which they know or believe to be true with respect to the claims released herein and agree that this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.

7. Confidentiality

All terms and provisions of this Agreement shall remain strictly confidential and shall not be divulged to any other person, except to the Parties' attorneys and their employees on a need to know basis, and except to the extent which may be reasonably necessary for operational, banking, accounting or tax purposes, or as otherwise required by law.

8. Representation

The signatures of the Parties hereto represent that they have authority and all required approvals to execute this Agreement and bind the respective party, on whose behalf they are signing, to the terms and conditions of this Agreement.

9. Amendment

The Parties may amend, modify or alter this Agreement or any of its provisions only by a written agreement of all the Parties.

10. Drafting and Construction

The Parties have collectively prepared and reviewed this Agreement to their satisfaction and, accordingly, any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be invoked in connection with any interpretation of this Agreement. The headings in this Agreement are for convenience only and do not represent substantive provisions of the Agreement.

11. Attorney Review

Each of the Parties had the opportunity, if they so chose, to review this Agreement with an attorney prior to its execution. The failure of any Party to avail itself of the opportunity shall not be a cause to void this Agreement. This Agreement was entered into freely by all Parties and no Party was forced in any way to enter into this Agreement.

12. Voluntary Easement

If at any time the Stipulated Order is set aside or deemed void for any reason, Defendant agrees that she will voluntarily sell ITC and/or its successors and assigns an identical easement to that set forth in the Stipulated Order, for additional consideration of \$1.00. Defendant agrees to take any and all steps necessary to assist in the sale of the voluntary easement to ITC.

13. Counterparts

This Agreement may be executed in one or more counterparts, all of which shall be considered one instrument and shall be binding when one or more counterparts have been signed by each of the Parties.

X Stella Savage
Stella Savage

Subscribed and sworn to before me on
this 23 day of October, 2017,
by Stella Savage.

Mark Bredon
Mark Bredon, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 6/20/2024



INTERNATIONAL TRANSMISSION COMPANY, a
Michigan corporation d/b/a *ITCTransmission*

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

By: Christine Mason Soneral
Name: Christine Mason Soneral
Title: Senior Vice President and General Counsel

Subscribed and sworn to before me on
this 31st day of October, 2017,
by Christine Mason Soneral.

Laura J. McCray
Laura S. McCray, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 7/30/2021

LAURA J. MCCRAY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jul 30, 2021
ACTING IN COUNTY OF Oakland

EXHIBIT A



Stella Savage
1670 Stirling Ave.
Pontiac, Michigan 48340

Re: International Transmission Company's ("ITC") Vegetation Management
Easement Acquisition
Property Parcel Tax I.D. No. 14-10-376-017
ITC *Transmission* Property I.D. No. PK-2700

Dear Ms. Savage ("Owner"):

This side letter agreement ("Agreement") is in response to your inquiry regarding the performance of vegetation management work on your property by ITC. Following the grant of the Vegetation Management Easement ("Easement") (attached as **Exhibit 1**), ITC will have all rights expressed within the Easement including but not limited to, the right to cut, trim, remove, destroy or otherwise control any and all trees, bushes and brush within the defined Easement Area, as that term is defined within the Easement.

ITC agrees that the terms of this specific Easement do not have any effect on any structures currently located on the Property and/or to be located on the Property. Specifically, Owner is not precluded by the Easement from building any future structures on the Property either in or near the Easement Area provided that there is no violation of the National Electric Safety Code.

Nothing contained within this Agreement shall be construed as releasing or impairing any rights or privileges which may have been granted to, acquired by, or which already existed prior to the entry of the Easement in favor of ITC or the Detroit Edison Company relative to the Easement Area or the Property.

It is expressly understood that the terms of this Agreement shall remain confidential and shall not be disclosed by you to any person or entity absent court order.

This Agreement is a personal agreement between you and ITC and shall not run with the land.

Signatures on the following page:

INTERNATIONALTRANSMISSION
COMPANY, a Michigan Corporation, d/b/a
ITCTransmission

By: Christine Mason Soneral
Its: Senior Vice President and General Counsel

I agree to the terms set forth in this letter:

Stella Savage

EXHIBIT B

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

INTERNATIONAL TRANSMISSION
COMPANY, d/b/a *ITCTransmission*, a
Michigan corporation,

Plaintiff,

vs.

STELLA SAVAGE A/K/A STELLA WEBB,
JP MORGAN CHASE BANK NA,
MICHIGAN BELL TELEPHONE
COMPANY, MCA MORTGAGE
CORPORATION, D/B/A PRIMARY
MORTGAGE CORPORATION,
CONSUMERS ENERGY COMPANY, DTE
ELECTRIC COMPANY, DTE GAS
COMPANY, FRANCES N. HUDSON OR
HER UNKNOWN HEIRS, LEGATEES,
DEWISEES AND ASSIGNS, SCOTT
HUDSON, MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS AS NOMINEE
FOR PRIMARY MORTGAGE
CORPORATION, UNKNOWN TENANT(S),

Defendants.

Civil Action No. 17-160171-CC

Hon. Rae Lee Chabot

Parcel No. PK-2700

Mischa M. Boardman (P61783)
Andrea M. Johnson (P67522)
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Bank NA and Mortgage Electronic
Registration Systems, Inc.
314440 Northwestern Hwy., Ste. 200
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CONSENT JUDGMENT

At a session of said Court held in the Court
Building, City of Pontiac, County of Oakland,

State of Michigan, on _____

PRESENT: HONORABLE _____
CIRCUIT COURT JUDGE

This matter having come before this Court because Plaintiff International Transmission Company, d/b/a *ITCTransmission*, (“ITC”) and Defendant Stella Savage a/k/a Stella Webb, (“Defendant”) have agreed upon a settlement of all issues pertaining to any and all remaining claims related to the Defendant’s interest in this condemnation action, have entered into a settlement agreement and the Court being fully advised in the premises;

IT IS HEREBY ORDERED AND ADJUDGED:

(1) The *Order Waiving Necessity, Confirming Title, Transferring Possession, Ordering Payment of Estimated Just Compensation and for Other Relief* entered by this Court on October 24, 2017 remains undisturbed, and is incorporated into this Final Order.

(2) All remaining claims in this matter are dismissed with prejudice and without costs or attorney fees to any party, subject to the terms of the parties’ Confidential Settlement Agreement concerning their settlement of this action.

THIS DISPOSES OF THE LAST PENDING CLAIM AND CLOSES THE CASE.

Hon. Rae Lee Chabot
Circuit Court Judge

STIPULATION

I stipulate to entry of the above Judgment.

ZAUSMER, AUGUST & CALDWELL, P.C.

/s/ Mischa M. Boardman
Mischa M. Boardman (P61783)
Andrea M. Johnson (P67522)
Attorneys for International Transmission
Company d/b/a ITC*Transmission*

BREDOW LAW PLC

/s/ Mark E. Bredow (w/consent)
Mark E. Bredow (P49744)
Attorneys for Stella Savage a/k/a Stella Webb



Stella Savage
1670 Stirling Ave.
Pontiac, Michigan 48340

Re: International Transmission Company's ("ITC") Vegetation Management
Easement Acquisition
Property Parcel Tax I.D. No. 14-10-376-017
ITC *Transmission* Property I.D. No. PK-2700

Dear Ms. Savage ("Owner"):

This side letter agreement ("Agreement") is in response to your inquiry regarding the performance of vegetation management work on your property by ITC. Following the grant of the Vegetation Management Easement ("Easement") (attached as **Exhibit 1**), ITC will have all rights expressed within the Easement including but not limited to, the right to cut, trim, remove, destroy or otherwise control any and all trees, bushes and brush within the defined Easement Area, as that term is defined within the Easement.

ITC agrees that the terms of this specific Easement do not have any effect on any structures currently located on the Property and/or to be located on the Property. Specifically, Owner is not precluded by the Easement from building any future structures on the Property either in or near the Easement Area provided that there is no violation of the National Electric Safety Code.

Nothing contained within this Agreement shall be construed as releasing or impairing any rights or privileges which may have been granted to, acquired by, or which already existed prior to the entry of the Easement in favor of ITC or the Detroit Edison Company relative to the Easement Area or the Property.

It is expressly understood that the terms of this Agreement shall remain confidential and shall not be disclosed by you to any person or entity absent court order.

This Agreement is a personal agreement between you and ITC and shall not run with the land.

Signatures on the following page:

INTERNATIONAL TRANSMISSION
COMPANY, a Michigan Corporation, d/b/a
ITC Transmission



By: Christine Mason Soneral
Its: Senior Vice President and General Counsel

I agree to the terms set forth in this letter:



Stella Savage

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

Stella Savage a/k/a Stella Webb ("Owner") is the owner of the property located at 1670 N. Stirling, Pontiac, Michigan 48340, Tax ID No. 14-10-326-017 (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.
- SS 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.

Signature on the following page:

Signed this 23 day of October, 2017.

OWNER:

By: Stella Savage
Name: Stella Savage a/k/a Stella Webb