

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2013 JUN 19 AM 10:27

162608
LIBER 45944 PAGE 155
\$16.00 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 31, 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: Paul Kamulski and Frances Kamulski, husband and wife.

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

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

Part of the northwest 1/4 of Section 24, town 3 north, range 11 east, described as follows: Beginning at a point on the north line of said Section 24, distant east, 987.00 feet from the northwest corner of said Section 24; thence continuing east, along said line, 60.00 feet; thence south 02 degrees 54 minutes 18 seconds west, 410.34 feet; thence south 76 degrees 15 minutes 58 seconds east, 84.86 feet; thence south 11 degrees 07 minutes 13 seconds west, 8.65 feet; thence south 76 degrees 15 minutes 58 seconds east, 67.98 feet; thence south 01 degree 34 minutes 55 seconds west, 233.71 feet; thence south 85 degrees 37 minutes 50 seconds east, 124.84 feet; thence south 02 degrees 28 minutes 24 seconds west, 164.20 feet; thence north 89 degrees 19 minutes 36 seconds west, 340.50 feet; thence north 02 degrees 54 minutes 18 seconds east, 858.87 feet to the point of beginning, and containing 3.166 acres, more or less.

3P
R
E

More commonly known as: 1190 E. Avon Road, Rochester Hills, Michigan 48307

Parcel ID: 15-24-100-035

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

OK - AN

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

A strip of land beginning at the **Southeasterly** corner of Grantor's Land and continuing to a line lying **85 feet Northwesterly** of, and parallel to, the centerline

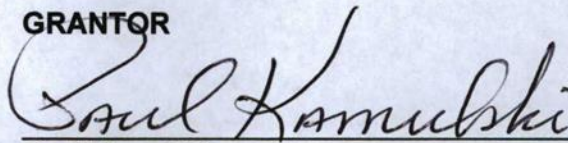
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of the electric transmission structures currently located on or adjacent to Grantor's Land.

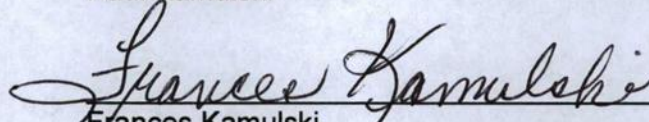
1. **Purpose:** The purpose of this Easement is to allow Grantee the perpetual right to enter at all times upon Grantor's Land to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush now or hereafter standing or growing within the Easement Strip.
2. **Restoration:** Within 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



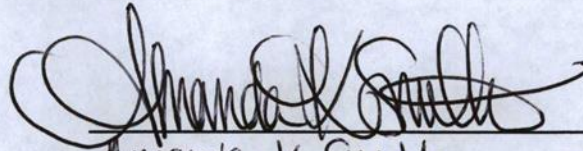
Paul Kamulski



Frances Kamulski

(Acknowledgement appears on the following page.)

Acknowledged before me in Macomb County, Michigan, on this 31st day of May, 2013, by Paul Kamulski and Frances Kamulski, husband and wife.



Amanda K. Smith, Notary Public

St. Clair County, Michigan

Acting in Macomb County, Michigan

My Commission Expires July 5, 2018

AMANDA K. SMITH
NOTARY PUBLIC, STATE OF MI
COUNTY OF ST. CLAIR
MY COMMISSION EXPIRES Jul 5, 2018
ACTING IN COUNTY OF Macomb

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**

Paul & Frances Kamulski ("Owner") is the owner(s) of the property located at 1190 E. Avon, Rochester Hills 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 7th day of June, 2013.

OWNER:
Paul Kamulski
Frances Kamulski

INTERNATIONAL TRANSMISSION COMPANY
VOLUNTARY VEGETATION EASEMENT PAYMENT CALCULATION SHEET

Parcel No.: 15-24-100-035

Owner: Paul Kamulski and Frances Kamulski

Address: 1190 E. Avon

Rochester Hills, Michigan

Telephone No.: _____

Permanent Easement Area (Less Existing Easement Area, if any):

887.23 sq. feet X \$ 0.75 per sq. foot = \$ 665.42

Total Compensation Due: \$ 665.42

I agree to and understand the compensation for the International Transmission Company voluntary vegetation easement on my property.

Date: June 7, 2013

Owner

Paul Kamulski
Frances Kamulski