



Real Estate Department

Work Order No.: A0004391
Circuit: Adams-Spokane
Business Unit: ITCT

Date: November 21, 2017
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate

Subject: Vegetation Management Easement
Tax ID: 15-24-100-050
Parcel ID: 320

Attached are the documents related to the acquisition of a vegetation management easement dated October 29, 2013 to International Transmission Company (ITC) from the City of Highland Park, whose address is 12050 Woodward Ave, Highland Park, MI 48203.

The easement is located in Section 23, Rochester Hills, Macomb County, MI.

The easement consideration was: \$11,516.99

The acquisition was negotiated by NSI Consulting and Development.

Please incorporate into Right of Way File No.: T72849 and cross reference with Right of Way File No.: R4646

Attachments

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

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2013 DEC -6 PM 2:42

50721
LIBER 46896 PAGE 71
\$16.00 MISC RECORDING
\$4.00 RENOVATION
03/27/2014 02:08:28 P.M. RECEIPT# 28609
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2014 MAR 27 PM 1:57

VEGETATION MANAGEMENT EASEMENT

On October 29, 20 13, 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: City of Highland Park, a Michigan municipal corporation.

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, TOWNSHIP 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 24; THENCE S02°39'29"E, ALONG THE NORTH AND SOUTH 1/4 LINE, 619.75 FEET; THENCE S84°31'30"W, PARALLEL WITH THE NORTH LINE OF SAID SECTION 24, 123.15 FEET; THENCE S02°39'29"E, PARALLEL WITH SAID NORTH AND SOUTH 1/4 LINE, 260.31 FEET; THENCE N84°31'30"E, PARALLEL WITH SAID NORTH LINE, 123.15 FEET TO A POINT ON SAID 1/4 LINE; THENCE S02°39'29"E, ALONG SAID 1/4 LINE, 294.76 FEET TO A FOUND CAPPED IRON, SAID CAPPED IRON BEING N02°39'29"W, 1224.96 FEET FROM THE INTERIOR 1/4 CORNER OF SAID SECTION; THENCE S89°16'00"W, 97.25 FEET (RECORDED AS S89°00'00"W, 99 FEET) TO A FOUND CAPPED IRON; THENCE N81°41'30"W, 75.28 FEET (RECORDED AS N82°00'00"W, 75.24 FEET) TO A FOUND CAPPED IRON; THENCE N70°12'47"W, 116.95 FEET (RECORDED AS N71°00'00"W, 116.16 FEET) TO A FOUND IRON; THENCE S57°11'07"W, 95.70 FEET (RECORDED AS S57°00'00"W, 95.70 FEET) TO A FOUND IRON; THENCE S60°04'25"W, 72.50 FEET (RECORDED AS S60°00'00"W, 72.60 FEET) TO A FOUND CAPPED IRON; THENCE S02°09'29"E, 399.96 FEET; THENCE S89°52'45"W, 895.74 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION, SAID POINT BEING N02°41'08"W, 792.00 FEET FROM THE INTERSECTION OF SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE EAST AND WEST 1/4 LINE; THENCE N02°41'08"W, ALONG SAID WEST LINE, 490.94 FEET; THENCE N44°21'54"E, 738.64 FEET; THENCE N00°25'20"W, 522.50 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 24; THENCE N84°31'30"E, ALONG SAID NORTH SECTION LINE, 765.11 FEET TO THE POINT OF BEGINNING. CONTAINING 32.49 ACRES OF LAND, RESERVING THEREFROM THAT PART OF THE NORTH 60 FEET LYING SOUTHERLY OF AND ADJACENT TO THE CENTERLINE OF E. AVON ROAD AS PUBLIC RIGHT OF WAY, AND SUBJECT TO ALL OTHER EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

3P
R
E

More commonly known as: 1406 Avon Road E., Rochester Hills, MI 48307

Parcel ID: 15-24-100-050

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:

6/28/14
LISA BROWN
REGISTER OF DEEDS

OK - MH

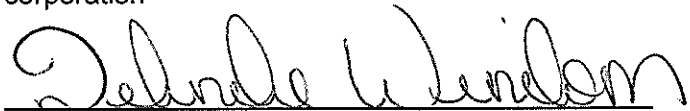
A strip of land beginning at a line lying **85 feet Northwesterly** of, and parallel to, the centerline of the electric transmission structures currently located on or adjacent to Grantor's Land, and continuing to a line lying **75 feet Southeasterly** of, and parallel to, the centerline of the electric 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 Owner'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

City of Highland Park, a Michigan municipal corporation

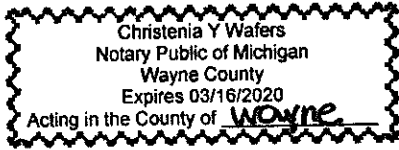


By: DeAndre Windom

Its: Mayor

(Acknowledgement appears on the following page.)

Acknowledged before me in Wayne County, Michigan, on this 29th day of October, 2013 on behalf of the City of Highland Park, a Michigan municipal corporation by De Andre Windom, its Mayor.



Christenia Y. Wafers
Christenia Y. Wafers, Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires 3/16/2020

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