



Date: November 12, 2014
To: Records Center
From: Tish Murphy
Subject: Stipulated Order Confirming Vesting of Title, etc.
Vegetation Management Easement
Zen Meditation Center
1370 John R, Rochester Hills, MI 48307

ITC filed condemnation lawsuit against the Zen Meditation Center to take a vegetation management easement on the parcel in Rochester Hills. Title to the desired easement was obtained on October 22, 2014, Estimated Just Compensation in the amount of \$56,250.00 was paid to the Zen Center and the "just compensation" phase of this lawsuit will continue.

This agreement allows ITC to perform vegetation management pursuant to the easement attached in the order which is recorded in the Oakland County Register of Deeds in Liber 47544 at Page 571.

/attachment

FILE
11/12/14

LIBER 47544 PAGE 571
\$37.00 MISC RECORDING
\$4.00 REMONUMENTATION
10/28/2014 03:23:30 PM RECEIPT# 107936
PAID RECORDED - Oakland County, MI
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,

Case No.: 2014-142538-CC

Honorable Colleen A. O'Brien

Plaintiff,

v.

STIPULATED ORDER CONFIRMING
VESTING OF TITLE, TRANSFERRING
POSSESSION AND DIRECTING
PAYMENT OF ESTIMATED JUST
COMPENSATION

ZEN MEDITATION CENTER OF
MICHIGAN, INC.; THE DETROIT
EDISON COMPANY; REWOLD DRAIN
DRAINAGE DISTRICT; COUNTY OF
OAKLAND; CITY OF ROCHESTER
HILLS; NOWAK & FRAUS, P.L.L.C.;
AND SUNOCO PIPELINE, L.P.,

Defendants.

Douglas J. Fryer (P51765)
Michael R. Vogt (P74168)
DYKEMA GOSSETT PLLC
Attorneys for International Transmission
Company, d/b/a ITC *Transmission*, a
Michigan Corporation
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
248-203-0700
dfryer@dykema.com
mvoigt@dykema.com

Stephon B. Bagne (P54042)
Clark Hill PLC
Attorney for Defendant Zen Meditation Center
Inc.
500 Woodward Avenue, Suite 3500
Detroit, MI 48226
(313) 965-8300
sbagne@clarkhill.com

Leonard K. Berman (P41694)
HAINER & BERMAN, P.C.
Attorneys for Defendant Sunoco Pipeline
24255 W. 13 Mile Road, Suite 270
Bingham Farms, MI 48025
248-642-4100
lberman@haineberman.com

Received for Filing Oakland County Clerk 2014 OCT 22 PM 02:01

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2014 OCT 28 PM 3:22

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 28 2014

 LISA BROWN - Clerk/Register of Deeds
Deputy Clerk

10p
r

173082

BH012131270.1
11/20/2014 - 0868790114

Return To:
Counter Customer

AN

STIPULATED ORDER CONFIRMING VESTING OF TITLE, TRANSFERRING POSSESSION AND DIRECTING PAYMENT OF ESTIMATED JUST COMPENSATION

At a session of said Court held in the County of Oakland,
State of Michigan, on OCT 22 2014
PRESENT: THE HONORABLE Colleen A. O'Brien
CIRCUIT COURT JUDGE

This matter having come before the Court upon the stipulation of the undersigned parties and the Court being otherwise fully advised in the premises;

WHEREAS, on August 22, 2014, Plaintiff International Transmission Company, d/b/a ITC *Transmission* ("ITC" or "Plaintiff"), filed a Complaint for Condemnation for Electrical Transmission Line Right-Of-Way ("Complaint") against Zen Meditation Center of Michigan, Inc. (the "Property Owner"), and other defendants. With its Complaint, ITC seeks to take an easement, which is described in the Declaration of Taking dated August 18, 2014 (the "Easement"), and attached as Exhibit B to the Complaint.

WHEREAS, on or about August 13, 2014, pursuant to MCL 213.55(5), ITC deposited certain funds 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, neither Zen Meditation Center of Michigan, Inc. ("Zen Center"), nor any other remaining defendant in this matter have filed a motion challenging necessity under MCL 213.56(1) within the time prescribed to responsively plead after service of the Complaint in this matter. For purposes of this Order, the Zen Center and the remaining defendants that have filed responsive pleadings in this matter will collectively be referred to as "Defendants";

Received for Filing Oakland County Clerk 2014 OCT 22 PM 02:01

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Title to those rights in the real property described in the Vegetation Management Easement attached to the Complaint and attached to this Stipulated Order as Exhibit 1 ("Easement,") is hereby confirmed to have vested with ITC on August 22, 2014, the date the Complaint was filed.

2. Physical possession of the property rights as set forth in the Easement is surrendered to ITC as of the date of entry of this Order.

3. Within 14 days from the date of entry of this Order, the Escrow Agent shall release the Escrow Funds and issue a check made payable to CLARK HILL CLIENT IOLTA ACCOUNT in the amount of \$56,250.00, representing the Estimated Just Compensation.

4. The terms of this Order shall not be deemed to waive or limit the Zen Center's rights to seek just compensation as provided in the Uniform Condemnation Procedures Act, MCL 213.51, et seq ("UCPA").

5. ITC made a Good Faith Offer that complies in all aspects with the requirements set forth in the Uniform Condemnation Procedures Act, MCL 213.51, et seq. Nothing in this Order, including the preceding sentence, shall be construed to limit Defendants' ability to challenge ITC's determination of EJC.

6. The preliminary schedule for this matter shall be as follows:

a. The parties shall exchange preliminary witness lists on or before December 5, 2014.

b. Pursuant to MCL 213.55(3)(b), the parties shall exchange ITC's updated appraisal report, and the Zen Center's appraisal report, on or before March 4, 2015. The Zen Center's appraisal report shall serve as its written claims pursuant to MCL 213.55(3)(a).

Received for Filing Oakland County Clerk 2014 OCT 22 PM 02:01

Received for Filing Oakland County Clerk 2014 OCT 22 PM 02:01

- c. Pursuant to MCL 213.55(3)(d), ITC shall provide its response to the Zen Center's written claims, if any, on or before April 10, 2015.
- d. The parties shall exchange final witness and exhibit lists on or before June 26, 2015.
- e. Discovery shall be completed on or before July 24, 2015.
- f. Case evaluation shall be scheduled in September, 2015.
- g. The Court shall set a settlement conference in November 2015.
- h. Trial shall be set during the first civil trial term following January 18, 2016.
- 7. Plaintiff may record this Order with the Oakland County Register of Deeds.
- 8. Capitalized terms not otherwise defined in this Order shall have the meanings ascribed in the Complaint.

THIS ORDER DOES NOT RESOLVE THE LAST PENDING CLAIM.

/s/ Judge Colleen A. O'Brien
 Circuit Court Judge AG
 COLLEEN A. O'BRIEN

STIPULATED TO AS TO FORM AND SUBSTANCE:

/s/ Stephon B. Bagne
 Stephon B. Bagne (P P54042)
 Attorneys for Defendant Zen Meditation
 Center of Michigan, Inc.

/s/ Douglas J. Fryer
 Douglas J. Fryer (P51765)
 Attorneys for Plaintiff ITC

Received for Filing Oakland County Clerk 2014 OCT 22 PM 02:01

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

Received for Filing Oakland County Clerk 2014 OCT 22 PM 02:01

VEGETATION MANAGEMENT EASEMENT

On _____, 2014, for good and valuable consideration, the receipt of which is hereby acknowledged, Zen Meditation Center of Michigan, Inc. ("Grantor") whose address is 1370 John R Road, Rochester Hills, Michigan 48307, 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, all at Grantee's sole and absolute discretion.
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. **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 that certain existing grant of easement, Liber 5876, Page 802, Oakland County Records ("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.
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

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:
Douglas J. Fryer
Dykema
39577 Woodward Ave., Suite 300
Bloomfield Hills, MI 48307

Received for Filing Oakland County Clerk 2014 OCT 22 PM 02:01

LIBER 47544 PAGE 578

EXHIBIT "A"

DESCRIPTION OF "GRANTOR'S LAND,"
"BASEMENT AREA" AND "EASEMENT DESCRIPTION"

Received for Filing Oakland County Clerk 2014 OCT 22 PM 02:01

Received for Filing Oakland County Clerk 2014 OCT 22 PM 02:01

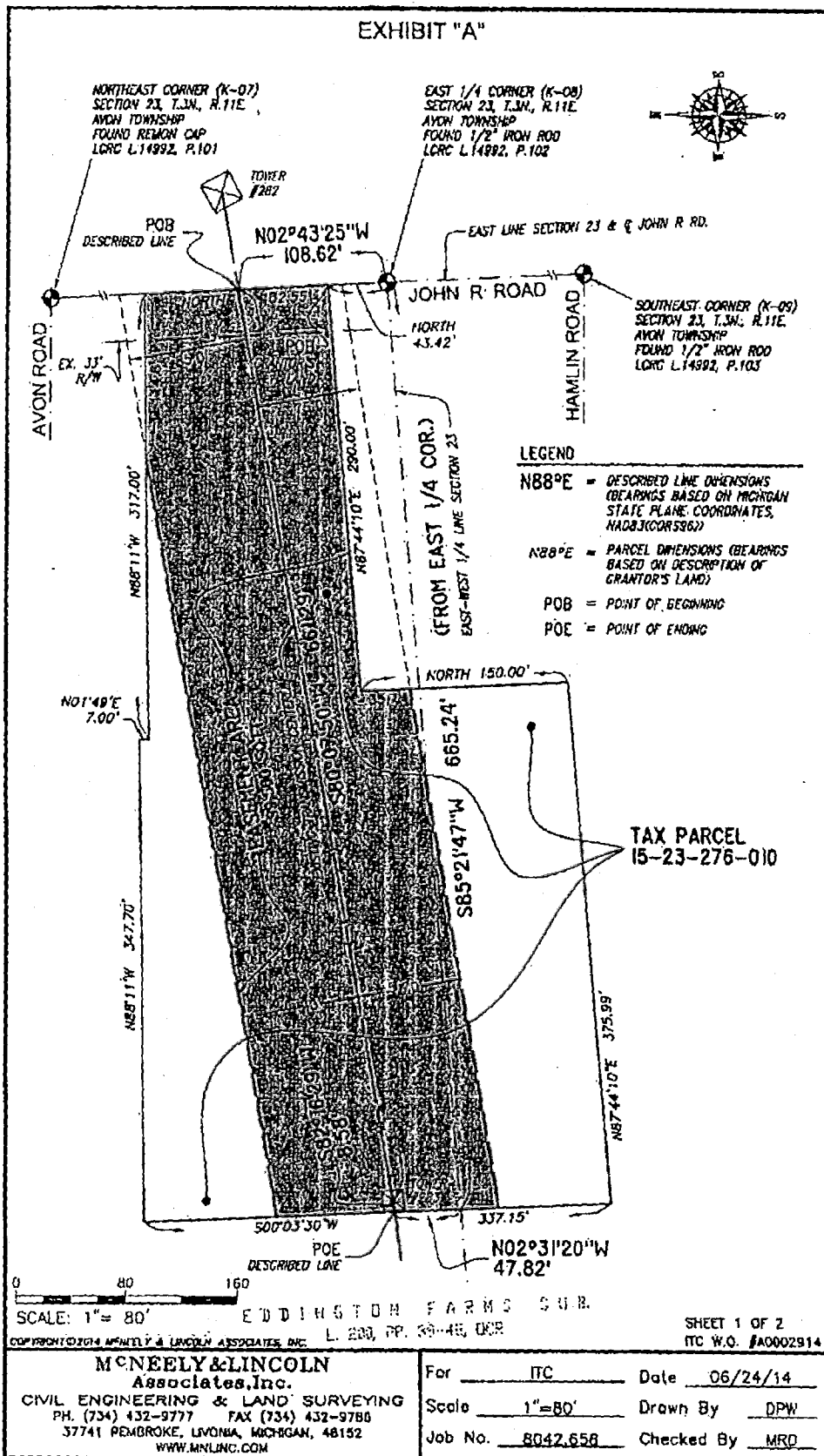


EXHIBIT "A"

GRANTOR'S LAND DESCRIPTION

(per Warranty Deed, Liber 11154, Page 225, Oakland County Records)

Situated in the City of Rochester Hills, County of Oakland, State of Michigan, to-wit:

Part of the Northeast 1/4 and part of the Southeast 1/4 of Section 23, Town 3 North, Range 11 East, Michigan, beginning at the East 1/4 corner of said Section 23...

North along section line 43.42 feet to the Place of Beginning;

thence North 132.55 feet;

thence North 88 degrees 11 minutes West 317.00 feet;

thence North 1 degree 49 minutes East 7.00 feet;

thence North 88 degrees 11 minutes West 347.70 feet;

thence South 0 degrees 03 minutes 30 seconds West 337.15 feet;

thence North 87 degrees 44 minutes 10 seconds East 375.89 feet;

thence North 150 feet;

thence North 87 degrees 44 minutes 10 seconds East 290 feet to the Place of Beginning.

Commonly known as: 1370 John R. Road

Oakland Co. Tax ID 16-23-276-010

EASEMENT DESCRIPTION

All that part of the above described Grantor's Land that lies Northerly of a line 75.00 feet Southerly of and parallel with the following described line, and which lies Southerly of a line 85.00 feet Northerly of and parallel with the following described line:

Commencing at the East 1/4 corner of Section 23, Town 3 North, Range 11 East;

thence North 02 degrees 43 minutes 25 seconds West, along the East line of Section 23, 108.62 feet to the Point of Beginning of said line;

thence South 80 degrees 07 minutes 50 seconds West 661.29 feet;

thence South 82 degrees 18 minutes 29 seconds West 8.58 feet to the Point of Ending of said line, said point of ending lying South 85 degrees 21 minutes 47 seconds West, along the East-West 1/4 line of Section 23, 665.24 feet and North 02 degrees 31 minutes 20 seconds West, along the West line of lands described in Liber 11154 of Deeds, Page 225, Oakland County Records, 47.82 feet from the East 1/4 corner of Section 23. The side line 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.

REFERENCE

pt. 15-23-276-010

Easement Survey prepared by the Detroit Edison Company,

Drawing No. SE 71-6-12, drawn 06/10/1971

SHEET 2 OF 2
ITC W.O. #A0002914

COPYRIGHT © 2014 MENEELY & LINCOLN ASSOCIATES, INC.

MENEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LINDEN, MICHIGAN, 48152 WWW.MNLINC.COM	For	ITC	Date	06/24/14
	Scale	NA	Drawn By	DPW
	Job No.	8042.65B	Checked By	MRD

Received for Filing Oakland County Clerk 2014 OCT 22 PM 02:01