

# TEMPORARY EASEMENT

## EASEMENT FOR PUBLIC ROAD

On January 11 2023 for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor grants to Grantee a non-exclusive easement ("Easement") for a public road on land called the Easement Area, and the Easement shall expire at the completion of the construction of North Hadley Road – Oakwood Road to Sawmill Lake Road, Project No. 56481 ("Project").

**"Grantor" is:** International Transmission Company, a Michigan corporation, located at 27175 Energy Way, Novi, Michigan 48377.

**"Grantee" is:** The Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, located at 31001 Lahser Rd, Beverly Hills, Michigan 48025.

**"Grantor's Land" is:**

Part of Sections 4, 9, 10 and 15, T.05N., R.09E., Charter Township of Brandon, described as: Part of the East 1/2 of said Section 4, Beginning at a point distant East 1,128.35 feet from the South 1/4 corner of said Section 4; thence Easterly 200.00 feet; thence N00°04'00"E 3,976.98 feet; thence North 25.45 feet; thence N28°20'00"W 860.37 feet; thence South 89°52'40"W 226.96 feet; thence S28°20'00"E 888.84 feet; thence N89°59'00"E 13.59 feet; thence South 3,978.44 feet to the Point of Beginning, Also part of the Northeast 1/4 of said Section 9, Beginning at a point distant East 1,128.35 feet from the North 1/4 corner of said Section 9; thence East 200.00 feet; thence S00°37'00"W 1,045.03 feet; thence S44°21'20"E 1,858.35 feet; thence S00°56'10"W 281.41 feet; thence N44°21'20"W 1,856.10 feet; thence S89°58'30"W 199.44 feet; thence N00°37'00"E 1,328.68 feet to the Point of Beginning, Also part of the West 1/2 of said Section 10, Beginning at the West 1/4 corner of said Section 10; thence N00°56'10"E 281.41 feet; thence S44°21'20"E 393.25 feet; thence S45°21'00"E 1,524.84 feet; thence S00°34'00"E 239.32 feet; thence S00°09'30"W 1,330.22 feet; thence West 339.83 feet; thence N00°24'40"E 1,330.00 feet; thence N89°56'10"E 133.94 feet; thence N00°34'00"W 157.68 feet; thence N45°21'00"W 1,640.13 feet to the Point of Beginning, Except Beginning at a point distant S89°45'40"E 993.42 feet from the Southwest corner of said Section 10; thence S89°45'40"E 165.00 feet; thence N00°41'37"W 695.09 feet; thence N89°45'40"W 148.77 feet; thence S00°38'40"E 695.02 feet to the Point of Beginning, Also, Except Beginning at a point distant S89°45'40"E 993.42 feet and S89°45'40"E 165.00 feet and N00°41'37"E 695.09 feet from the Southwest corner of said Section 10; thence N89°45'40"W 148.77 feet; thence N00°38'40"E 634.86 feet; thence S89°49'30"E 133.94 feet; thence S00°41'37"E 635.08 feet to the Point of Beginning, Also part of the Northwest 1/4 of the Northwest 1/4 of said Section 15, Beginning at a point distant East 1,133.90 feet from the Northwest corner of said Section 15; thence S00°01'50"E 1,328.73 feet; thence S89°54'20"E 200.00 feet; thence N00°01'50"W 1,329.06 feet; thence West 200.00 feet to the Point of Beginning.

**The "Easement Area" is described as follows:**

Part of Section 9, T.05N., R.09E., Charter Township of Brandon, described as: Beginning at a point distant East 1,128.35 feet, thence S00°37'00"W 46.50 feet to the Point of Beginning, S88°59'18"E 23.24 feet; thence S89°35'44"E 120.55 feet, thence S89°45'36"E 56.20 feet, thence S00°37'00"W 5.00 feet; thence S89°59'59"W 193.95 feet, thence S76°38'28"W 6.24 feet; thence N00°37'00"E 7.94 feet to the Point of Beginning.

Also, part of Section 4, T.05N., R.09E., Charter Township of Brandon, described as: Beginning at a point distant East 1,328.35 feet; thence N 00° 04' 00" E 33.00 feet to the Point of Beginning; thence S90°00'00"W 90.68 feet, thence N79°01'41"E 52.54 feet; thence N90°00'00"E 39.11 feet; thence S00°04'00"W 10.00 feet to the Point of Beginning. Containing 1,770 square feet, more or less.

Part of Tax ID No. 03-04-400-026

Commonly Known as: Vacant Oakwood Road

Grantor's Land and the Easement Area are also described in Exhibit A, attached hereto.

1 **Purpose.** Subject to the terms and conditions stated herein, Grantor grants a temporary highway easement to Grantee for all purposes related to move workers, equipment, and materials on, over, and through the Easement Area and to store equipment, material, and excavated matter on the Easement Area. This Easement includes, but is not limited to the consent of Grantor to the removal of any trees, shrubs, and/or vegetation, to grading, to the temporary occupancy of the Easement Area by public utilities, and to other matters which, in the sole discretion of Grantee, may be necessary in connection with the construction of the Project. The permission stated in this Easement shall begin on the date the Project begins and shall end on the date the Project is completed.

2. Grantor specifically reserves the right to use the Easement Area for any purpose, including but not limited to the construction, reconstruction, operation and maintenance of overhead electric transmission, and communication lines and associated structures and equipment ("Grantor's Facilities") the Easement Area. This Easement is granted without any warranties or covenants of title, and subject to all currently existing easements, restrictions and encumbrances affecting the Easement Area to which this easement would be subordinate under the recording acts or other applicable laws of the State of Michigan.

3 **Construction.**

- a. **Work Plans.** Prior to Grantee performing any construction, construction-preparation, repair, replacement or maintenance activities in the Easement Area, Grantee shall provide detailed specifications, plans and drawings for such work to Grantor. Such detailed specifications, plans and drawings shall show the location of the Road in relation to Grantor's electric transmission lines, towers, structures, facilities and equipment.
- b. **Staking.** Grantee must stake or flag the outer boundaries of the Easement Area prior to commencement of construction or placing materials or equipment within the Easement Area.
- c. **Governmental Approvals.** Grantee shall procure and maintain at its own expense, prior to locating the Road within the Easement Area, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, use and operation of the Road and

Easement Area, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Grantee or Grantee's operations in the Easement Area. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may materially and adversely affect in any way Grantor's Operations within the Easement Area, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent.

- d. **Work Standards.** The design and construction regarding the Road and all activities conducted in the Easement Area by Grantee shall be in accordance with the customary standards in the industry and geographical area where the Easement Area is located

Additionally, Grantee, its agents, employees, contractors, subcontractors, invitees and licensees shall comply with the following requirements relating to the construction, maintenance, repair or removal of the Road:

- i. The Utility Communications System (MISS DIG), (800) 482-7171, must be contacted prior to performing any excavation in the Easement Area
  - ii. Appropriate measures shall be taken to prevent erosion during and after work activities on the Easement Area. Any backfill or disturbed earth shall be compacted to prevent settlement of the soils following work activities. Following construction, Grantor's Land shall be returned as close to its original condition as possible.
  - iii. Construction personnel and equipment shall at all times maintain a minimum twenty-five (25) foot radial distance from all electrical conductors on Grantor's Land.
  - iv. No dump truck may lift its bed under any electrical conductor on Grantor's Land
  - v. All construction activities, including trenching, must maintain a minimum distance of twenty-five (25) feet (edge to edge) from any electric transmission structure foundation
  - vi. No equipment may be placed within twenty-five (25) feet of any transmission structure foundation.
  - vii. No digging or trenching may occur within twenty-five (25) feet of any electric transmission structure without Grantor's prior written consent
  - viii. The grade of the Easement Area may not be permanently changed without Grantor's prior written consent, and in no event shall it be changed by more than six (6) inches, except on a temporary basis as needed to perform the maintenance, repair or reconstruction of the Road, with prior written consent of Grantor, which shall be given in Grantor's discretion.
  - ix. No stockpiling of soil, spoils or other material shall occur within the Easement Area or within Grantor's Land, except on a temporary basis as needed to perform the maintenance, repair or reconstruction of the Road, with prior written consent of Grantor, which shall be given in Grantor's discretion
  - x. Any cranes, derricks or other overhead equipment operated on the Easement Area shall operate in accordance with the National Electric Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) rules respecting the operation of such equipment.
  - xi. If not otherwise expressly stated herein and without limiting any and all other obligations stated herein, any and all work undertaken pursuant to the terms of this Easement must be conducted in compliance with OSHA and Michigan Occupational Safety and Health Administration (MIOSHA) regulations
- e. **Fences and Drains.** Grantee shall construct and maintain appropriate temporary fencing and provisions for maintaining drainage during the period of construction so that Grantor's uses conducted on property adjoining the Easement Area can be maintained

Upon completion of construction or maintenance work, Grantee shall reinstall any fences and drains in a manner and condition equal to or better than that existing prior to construction

f. **No Other Uses.** The Easement Area shall be used only for the purposes set forth in this Easement. Grantee shall not store any materials, equipment or other items or construct roads or driveways on the Easement Area, except as expressly described in this Easement, without Grantor's prior written consent. There shall be no hunting, fishing, littering, loitering, lodging, camping, or similar activities by Grantee or its contractors, permittees, invitees, or guests.

g. **As-Built Survey.** Upon completion of construction, Grantee shall provide Grantor with an as-built survey which reflects the location of the Road in the Easement Area. Grantee shall provide Grantor with a supplemental survey that reflects any subsequent corrections or changes to the Road in the Easement Area.

4. No trees or shrubs may be planted on the Easement Area.

5. No above-ground structures may be located within the Easement Area without Grantor's prior written consent, except road signs may be placed in accordance with the requirements of the Oakland County Road Commission and the Charter Township of Brandon.

6. All work performed on the Easement Areas shall be performed in compliance with all applicable land use laws and regulations, including by way of illustration and not limitation, laws and regulations requiring wetland and soil erosion permits. No application for such permits, licenses, and authorizations shall name Grantor as the applicant or responsible party.

7. Grantee and any contractors performing work on behalf of Grantee on the Easement Areas must maintain an insurance policy providing coverage for bodily injury, personal injury, and/or property damage liability at a minimum of Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate. The insurance policy must be primary and not contributory. Prior to use of the Easement Areas, Grantee must provide to Grantor a certificate evidencing the above coverage, which certificate must provide that the insurer will give Grantor at least 10 days prior written notice of any cancellation of or material change in the insurance policy.

8. In the event that use of Grantor's Land pursuant to this Easement at any time results in the presence on or under Grantor's Land (which shall include but not be limited to the groundwater underlying the Easement Areas) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee shall, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and 2) all actions that are necessary to restore Grantor's Land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Grantee shall include, but not be limited to: a) the investigation of the environmental condition of Grantor's Land, b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Grantor's Land. Grantee shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required by this paragraph shall require or result in the imposition of any limitation or restriction on the use of Grantor's Land, without Grantor's prior written approval and permission.

9. This Easement is subject to any licenses, leases, easements, or other interests in the land heretofore granted by Grantor or its predecessors in title and to any such interests reserved to other parties.

in instruments granted to Grantor or its predecessors in title. Grantee is responsible for complying with any applicable requirements, including notice and consent requirements, of such licenses, leases, easements, and other interests

10. Grantee shall be responsible for the removal of snow and ice from the Road on the Easement Area. This is not intended to increase or decrease Grantee's liability for or immunity from tort claims

11. Grantee's acceptance of this Easement shall be deemed an acceptance of the terms and conditions of this grant.

12. If Grantee fails to comply with any of the provisions of this Easement, to the extent permitted by law, Grantor shall have the right to revoke this Easement by giving Grantee 180 days written notice of such revocation; provided, however, that Grantor shall first advise Grantee in writing of such non-compliance and shall give Grantee a reasonable opportunity to cure such non-compliance to Grantor's reasonable satisfaction.

13. If the Road is not used for Road purposes for a continuous period of 5 years, then in such event, all right and interest hereby conveyed shall automatically terminate and revert in Grantor, its successors and assigns


14. The benefits hereof shall accrue to and the obligations shall bind the respective successors and assigns of the parties

This Easement is exempt from real estate transfer tax pursuant to MCL 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCL 207.526(f)

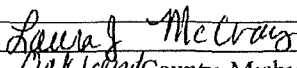
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

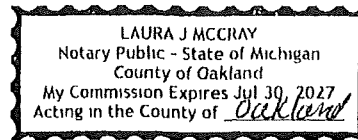
*[signatures on following pages]*

**GRANTOR:**  
INTERNATIONAL TRANSMISSION COMPANY, a  
Michigan corporation

By   
Jean Kim D'Anna  
Its Vice President

Acknowledged before me in Oakland County, Michigan, this 11<sup>th</sup> day of January, 2023 by Jean Kim D'Anna, Vice President of International Transmission Company, a Michigan corporation

, Notary Public  
Oakland County, Michigan  
Acting in Oakland County  
My Commission Expires 7/30/27



**GRANTEE:**  
BOARD OF COUNTY ROAD COMMISSIONERS OF THE  
COUNTY OF OAKLAND, STATE OF MICHIGAN

By: Dennis G. Kolar  
[name]  
Its: Managing Director

Acknowledged before me in Oakland County, Michigan, on this 19th day of January, 2023 by Dennis G. Kolar, the Managing of \_\_\_\_\_, a public body corporate, for the Commission. Director Road Commission for Oakland County

Shannon J. Miller  
Shannon J. Miller \_\_\_\_\_, Notary Public  
Oakland County, Michigan  
Acting in Oakland County  
My Commission Expires: 09/01/2029

*Prepared by:*  
Matthew S. Hetzner (P73044)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, Michigan 48377

*When recorded, return to:*  
Real Estate Manager  
ITC Holdings Corp.  
27175 Energy Way  
Novi, Michigan 48377

**EXHIBIT A**

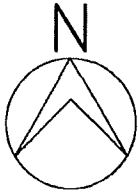


# SKETCH OF EASEMENT

EXHIBIT "A"

VACANT OAKWOOD RD.  
PROP. ID 03-04-400-026

PARCEL  
NO. 37



SCALE: 1" = 40'



SOUTH 1/4 CORNER OF SECTION 4  
T.05N., R.09E, BRANDON TOWNSHIP,  
OAKLAND COUNTY, MICHIGAN

SOUTH 3978.44'

PARCEL NO. 37

VACANT OAKWOOD RD.  
03-04-400-026

TEMPORARY  
EASEMENT

N00°04'00"E 3976.98'

N90° 00' 00"E 39.11'  
TEMPORARY EASEMENT  
S90° 00' 00" W 90.68'  
N79° 01' 41"E 52.54'

EX. 33' WIDE ROW

EAST  
1128.35

33.00'

EAST 200.00'

1328.35

OAKWOOD ROAD

SOUTH LINE OF SECTION 4

NORTH LINE OF SECTION 9

HIGHWAY EASEMENT

EX. 33' WIDE ROW

P.O.B. 'B'  
ESMT

33.00'

POINT OF BEGINNING  
PARENT PARCEL

P.O.B. 'A' ESMT

N00°37'00"E 1328.68'

46.50'

7.94'

S89° 35' 44"E 120.55'

S88° 59' 18"E 23.24'

S76° 38' 28"W 6.24'

S89° 45' 36"E 56.20'

S89° 59' 59"W 193.95'

48.00'

5.00'

S00°37'00"W 1045.03'

PARCEL NO. 37

VACANT OAKWOOD RD.  
03-04-400-026

LAND AREAS (THIS IS FOR STATUTORY ROW PLUS ESMT.)	
PARCEL	= 2,529,965 SQ. FT. +/-
TEMPORARY EASEMENT	= 1,770 SQ. FT. +/-

REV. 10/28/22

REV. 9/12/22

REV. 8/10/22

NOTE: ONLY PART OF PARCEL SHOWN

TEMPORARY

EASEMENT =

LEGEND:

BEARINGS BASED DEED RECORDED IN L. 23842, P 066, O.C.R.

R.C.O.C. 56481

**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE  
BLOOMFIELD HILLS, MICH

JOB NO  
20220388

DATE  
7/19/2022

NORTH HADLEY ROAD - OAKWOOD ROAD  
TO SAWMILL LAKE ROAD  
PROJECT NO. 56481  
PARCEL NO. 37

SHEET NO

1  
OF 1