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LIBER 45944 PAGE 158
\$13.00 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 2, 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: Kwabena A. Assenso, a married man

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

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

LOT 22, HERRINGTON HILLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 80, PAGES 21 AND 22 OF PLATS, OAKLAND COUNTY RECORDS.

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E

More commonly known as: 443 Thors St., Pontiac, MI 48342

Parcel ID: 14-22-452-012

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:

A strip of land beginning at the **Westerly** line of Grantor's Land and continuing to a line lying **75 feet Easterly** of, and parallel to, the centerline of the Easternmost line of electric transmission structures currently located on or adjacent to Grantor's Land.

OK - AN

- 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.
- 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.

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Sec. 22.

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

Kwabena A. Assenso
Kwabena A. Assenso

Francisca Assenso
Francisca Assenso

Acknowledged before me in OAKLAND County, Michigan, on this 2nd day of MAY, 2013, by Kwabena A. Assenso, a married man, and Francisca Assenso, his wife.

REGGIE ABBO
Notary Public, State of Michigan
County of Macomb
My Commission Expires Apr. 25, 2014
Acting in the County of OAKLAND

Reggie Abbo
REGGIE ABBO, Notary Public
MACOMB County, Michigan
Acting in OAKLAND County, Michigan
My Commission Expires 4-25-2014

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

KWABENA ASSENSO AND
FRANCISCA ASSENSO ("Owner") is the owner(s) of the property located at
443 THORS ST, PONTIAC, MI, 48342 County, Michigan. (the
"Property"); OAKLAND COUNTY

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.

~~WAS~~
FA 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 2nd day of MAY, 2013.

OWNER:
Wesley [Signature]
Francisca Assenso