

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

LIBER 43564 PG 334

NOV 14 AM 8:57

BF-PT-063.000

206881  
LIBER 43564 PAGE 334  
\$19.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
11/14/2011 09:00:51 A.M. RECEIPT# 92062

PAID RECORDED - OAKLAND COUNTY  
BILL BULLARD JR, CLERK/REGISTER OF DEEDS

**EASEMENT**

On November 11, 2011, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors convey and warrant to Grantee, its successors and assigns, a permanent easement ("Easement") over, under, across and through a part of Grantors' Land called the Easement Strip, as herein described.

**Grantors are:** William Louis Matney, a single person AND Pamela Sue Williams f/k/a Pamela Sue Matney and Daniel Warren Williams, wife and husband

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

**Grantors' Land** is in the City of Pontiac, County of Oakland, State of Michigan, and is described as:

Lot(s) 741, 762 and 763, "Perry Park" according to the Plat thereof, filed in Liber 22, Page(s) 18, records of Oakland County, State of Michigan.

More commonly known as: 854 Kettering Avenue, Pontiac, Michigan 48340

Parcel ID: 14-22-129-034

22018

HP  
E

Grantors represent and warrant to Grantee that Grantors are the present owners in fee simple of Grantors' Land.

The **Easement Strip** is within Grantors' Land, and is described as:

All that part of Grantors' Land lying seventy-five feet easterly of the centerline of the easterly most transmission line structures as currently located.

**1. Purpose:** The purpose of this Easement is to allow Grantee of the perpetual right to enter at all times upon Grantors' Land and to (1) operate, maintain, repair, inspect, replace, improve or remove overhead electric lines consisting of poles, towers, structures, wires, cables (including fiber optic cable) and other equipment for transmitting electrical energy and communications signals associated with the operation

FILE

O.K. - L.G.

of an electrical transmission utility business, (2) cross the Easement Strip to operate, maintain, repair, inspect, replace, improve or remove overhead electric equipment located on other land, and (3) temporarily improve the surface of the Easement Strip, as reasonably necessary, in Grantee's discretion, to place and operate Grantee's construction vehicles and equipment.

**2. Buildings or other Permanent Structures:** No buildings or other above-ground structures, with the exception of the existing structures, shall be installed or constructed in the Easement Strip. Grantee may remove prohibited structures from the Easement Strip without prior notice and without responsibility for any damage that occurs as a result of such removal.

**3. Vegetation Management:** Grantors affirm that the full right is conveyed to Grantee at any time to cut, trim, remove, destroy and otherwise control any or all trees, bushes or brush now or hereafter standing or growing within the Easement Strip. The complete exercise of this right may be gradual and not fully completed for some time in the future.

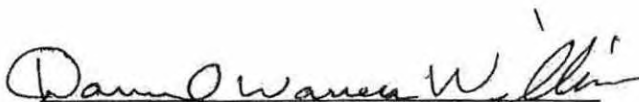
**4. Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Easement Strip in accordance with best management practices for utility rights of way.

**5. Successors:** The covenants contained in this Easement shall constitute covenants running with the land and shall be binding on and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, assigns and additionally, in the case of Grantee, its licensees and lessees, as well as the agents, employees and contractors of Grantee and its licensees and lessees. Grantee shall have the right to assign, in whole or in part, the rights granted in this Easement.

**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).**

**GRANTORS:**

  
Pamela Sue Williams f/k/a Pamela Sue Matney

  
Daniel Warren Williams

  
William Louis Matney

ACKNOWLEDGEMENT

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

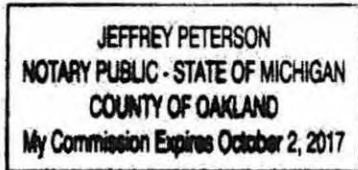
BE IT REMEMBERED that on this 11<sup>th</sup> day of November, 2011, before me, the undersigned, a notary public in and for the County and State aforesaid, came William Louis Matney, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

  
Notary Public

My Appointment Expires: October 2, 2017

(SEAL)



ACKNOWLEDGEMENT

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

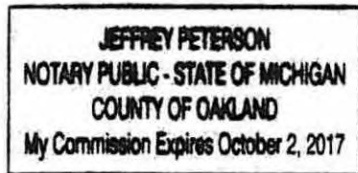
BE IT REMEMBERED that on this 11<sup>th</sup> day of November, 2011, before me, the undersigned, a notary public in and for the County and State aforesaid, came Pamela Sue Williams f/k/a Pamela Sue Matney and Daniel Warren Williams, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

  
Notary Public

My Appointment Expires: October 2, 2017

(SEAL)



Prepared by:  
Patricia T. Murphy (P61872)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

When recorded return to:  
Universal Field Services  
Two Towne Square  
Suite 700  
Southfield, MI 48076