GRANT OF PIPE LINE RASEMENT

P.W He WW-155

en SSTOL A. Warren, Dearborn Heights, Michigan by Dadley Adla and Della Adl. 117 117.

(herein called "Greaton", whiches one or more); to MINEVERINE DIDE LINE COMPANY; & Delawite conditation (here-

CHANTED in consideration of One Interior and twenty five and me/100

Delive (\$1250.) received, through concess and warmans to findier, its successors and assigns, the ease and only the front time to large the time of any constitution of pit, petrilleum or any of the products; gas, water and other monatures, or any dicteof, over, through, under and across the following described and in County, State of Mighigan (herein catted and)

The South 90 feat (as mereared free the center line of Ling Read) of the East 75 feet of South 200 feet of Lat 20 Brilley's Ring-Telegraph Subdivision of part 5; the Sentheest Quarter (SE/L) of Section 8, Term & Loubh, Range 10 Bast, Brownsteen Teenship, as recorded in Liber 10, Page 57 of Plate, Rayne County, Recorde.

together with tights of ingress and egress to and from such pipe line or lines (or any of them) for the eloresaid purposes (hereby releasing and entying dower and all rights under and by vittue of the homestead exemption last of

TO HAVE AND TO HOLD stirk engement and lights unto Grantee its successors and essigns, forever.

granton shall have the right to use and fully enjoy the Land; except is to the easement and lights hereby and of the initial pipe line laid hereunder.

GRANTER shall pay any damayes of growing crops timber, drain tiles, lences or buildings on the Land, which may prize from the exercise of the essemble and rights beingly granted. However, after the initial pipe line is taid brish and other natural obstructions, without incurring any liability for damages.

ALL PIPE tall persuader shall be laid on a route unlested by Grantee, and our ed to such depth as not to intertere with ordinary cultivation of the Land. Any pipe line after the initial one shall be taid generally perulled there with and adjacent theretor and for each such additional line Grantee shall pay an additional consideration equal to the con-

THIS GRANT embodies the entire agreement between Grantor and Grantee concerning the subject matter hereal, including the consideration paid or to be paid in confection herewith. The easement and rights hereby gented shall be easierable by grantee in whose or in part; and they as well as the countries hereby gented shall benefit of the heirs, estates, successors and assigns of Grantor, and the successors and assigns of Grantor.

GRANTOR represents that the Land is not either wholly or gartly subject to any louise of training of any character, or in possession of, or occupied or farmed by, any person or reisons other than Granton except as follows:

Goerge S. Marie and Maria C. Marie 24176 fing Road Roadles, Michigan

SENTER HIM B 1972 M TENTE 6
BERHARD A YOUNGBLOOD, RESISTED OF DEEDS
WAYNE COUNTY, MICHIGAN 48228

EXECUTED end delivered by Grantor on the date first herely specified

WITNESSES:

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## F657257

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## GRANT OF PIPE LINE BASEMENT

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Dealer asks and being addense Ship to gerran benefour milentes. Mississan

Chercia crites "Granter", whether were to mare, to not by \$79.5 PIDE Life. COMPANY, a Privator compilation (home-

County State in consideration of Costs Hundred Twenty of the and no/1000 and account the state of the state o

East 25 feet of South 200 feet of Lot 26 Halley's hingtelegraph Subdivision of part of the Compleast Quarter (SEL) of Section 6 Tone 4 South Range 10 Taxt, Brownstown Teamship, as recorded in Liber 20, Page 67 of Plays. Warms County Records. F65725

together with eights of legret 2 and regions to sad from each pipe line or lines (or any of them) for the oforesald purposes thereby releasing and married desert and all rights under and by virtue of the homestend exemption laws of the highest.

TO HAVE AND TO HELD such essented and eights anto Grades its successors and auxigns, forever.

CHANTING shall have the sight to one and fully eater the Land, except on to the easement and rights belong general, and nation that Courts shall being anytell or excel my germanent structures within thirty (30) feet on each sade of the entire type like had known been

CHANGES whali pay our imposers in proming comps, timber, don't alles, leaves or buildings on the Land, which may more done and regarded. However, after the initial pipelline is fald become for, Armine phalic bear one in the supplementation of the suppl

At 1. Fifty had harmonder shall be land on a more enjected by Greeter, and batted to such depth as not to interfere much coding a section of the Land. Any pipe interaction in initial one shall be laid generally parellel therewith and adjacent therein, and for each such additioned line Grantee shall pay an additional consideration equal to the consideration first become speciated.

THIS CHANT armosters the notion agreement between Granton and Grantee concerning the subject matter hereof, including the consciention point as in he paid in connection between. The ensement and rights hereby granted shall be assignable by grantee in whose or in part, and they, as well as the coverants between Shall bind and insire to the beauty of the beauty at the beauty estates, increases and assignable, and the successions and antigna of Grantee.

GRANTOR represents that did hand is not without whatly at partly subject to any leans or tenancy of any character, as in proceedant of, or property or former or persons other than Counter, except as follows:

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MANE COUNTY, MICHIGAN 40236

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H. M. Cartor

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This insistment prepared by N. M. Disler B500 N. Mignigan Road Indisnapolis, Indisna

WITNESS my signature and official seal an

### BASEKLIK MAL KATEL MAIN

Percel C6H9 TLS RICE

THIS INDENTURE, made the 17th day of 40,000 19.03 .A.D.

Server 2 ozerh 1. ant lumista Clahassey 15089 Grest Rd. Detroit, Michigan

(his wife) of the first part and the Township of Brownstown, a Hamicipal Corporation of the County of Wayne, State of Michigan, party of the second part.

WITHUSSITH, that the said parties of the first part, for and in consideration of the sum of One Bollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt thereof is hereby confessed and acknowledged, to, by these presents, grant unto the said party of the second part, its successors, and assigns, an essement for the purpose of access to install and maintain water lines and connections and equipment therefore, in, esto and upon that certain piece or parcel of land situated in the Township of Brownstown, County of Bayne, and State of hichigan, to-wit, said essement being \_\_\_\_\_\_\_ ft. wide, and described as the south \_\_\_\_\_\_\_\_ ft. of: northerly co feet.

That part of the N.W. 1/L of Sec. 8, T.48., R.108. described as beginning at a point on the E. and W. 1/L line of said section distant S 89°39\*15\*W, 772.0 feet from the center 1/L corner of Sec. 8 and proceeding thence S 87°39\*15\*W along said line, 98.08 feet; thence & 0°02\*15\*W, 2599,78 feet to the 5.8. line of the Pennsylvenia R.R. Right Of Way; thence & 40°01\*50\*S along said line, 115.72 feet to the E. line of Sec. 8; thence & 29°29\*53\*E along said h. line, 13.79 feet; thence & 0°14\*50\*E, 2667.96 feet to the point of beginning. 5.07 Acres

PROVIDED: that the granting of the above easement does not west in the perty of the second part authority to use any portion of the said property for purposes other than berein designated: growided, also, that this easement shall continue for such period of time as the said party of the second part, their successors, and assigns, shell maintain said water lines to provide service to the local community.

IN WITHESS WHEREOF, the said parties of the first part have because eat their hands and saals the day and year first above written.

IN PRESENCE OF: Two sixnesses sign here:	Owner/s or deed holder/s sign bere:
And the state of t	Augusta - Juhassey (his wate)
Macel Quet Sert 14	Joseph A. Clanusaev
STATE OF HICHIGAN SS COUNTY OF WATHE )SS	Joseph A. Thomasey: 12 196- 11 Frank A. SEMMOD I. VOUNCELOOD, Segrator of Beauty
Botary Public his and for said	WAYNE COUNTY 26. MICHIGAN before me the subscriber. County, personally appeared
augusta & Chalancery	Tand Joseph A. Clahadsey
on die learner to be the 6894 JETSC	(e) ons described in and who executed the scimowledged the same to be their
Boxel But Curly	4-13-65
Motory Public, Wayne County, // Michigan Easel Bunte Cunliffe	Hy commission expires.

665-5993

## ESSESSE NO. TARRA MAIN

Percel OSHS TAS

(13)

Between Joseph F. Scholl art Bosepher Schold 17810 Decree Seprole, Man. (nim wife)

of the first pert and the Township of Brownstown, a Manicipal Comporation of the County of Wayne, State of Hichigan, party of the second pert.

The West 81 feet of the East 772 feet of the N.U.  $1/\lambda$  of Sec. 8, T. 4 S., R. 10 E. 5.00 acres

MERINGO L'AY 12 1964 of STREET OF Doods
WAYNE COUNTY 26. MICHIGAN

PROVIDED: that the granting of the above essement does not west in the party of the second part authority to use any portion of the seid property for purposes other than herein designated: provided, also, that this essement shall continue for such period of time as the seid party of the second part, their successors, and essigns, shall maintain said water lines to provide service to the local community.

IN WINESS WHEREOF, the said parties of the first part have because set their hands and seals the day and year first above written.

Two discussed sign core:  Two discussed sign core:	Coner/s sign nerg: or DEED HOLDERS
STATE OF HICRICAN) COUNTY OF VANNE )SS	The training

On this 2nd day of Angust , 1963, before me the subscriber, a Motory Public in and for said County, personally opeared\_\_\_\_\_

Joseph P. Saheid and Rossery Saheid, his wife,

to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free, set and deed.

Berney Public Payne County

Section of 1966

E8695;

## EASTER TO TATER BAIN

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Percelocus Tus

THIS INDENTURE, made the 12th day of Togett 19/5.A.D.

between Befue & Merche Morton 1757 Maybury Grand Detroit E. Hickigan

of the first part and the Township of Brownstown, a municipal Corporation of the County of Payno, State of Michigan, party of the second part.

WITNESSITE, that the said parties of the first part, for and in consideration of the sum of the Bollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confrased and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and essigns, an essement for the purpose of access to install and maintain water lines and connections and equipment therefor, in, unto and upon that certain piece or parcal of land situated in the Township of \*\*Townstown\*\*, County of \*\*Tayne, and State of Michigan, to-wit: Said essement being \*\*27 ft. wide, and described as the south erly 27 ft. of sortharly 60 feet.

The Yest 61 feet of the mast 772 feet of the Hair. 1/4 of Jee, 8, 2, 4 S., R. 10 h. 5,00 Agree

EX35-182

PROVIDED: that the granting of the above easement does not west in the party of the second part authority to use any portion of the said property for purposes other than herein designated: provided, also, that this easement shall continue for such period of time as the said party of the second part, their successors, and easigns, shall maintain said water lines to provide service to the local community.

IN WITNESS THEREOF, the said parties of the first part have because set their hands and seals the day and year first above written

THE FIELD STEED BOTH

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Wanter of the	matter merten	
STATE OF MICHIGAN) SS COUNTY OF MAYNE )		
On this 19th day of The and Notary Public in and for said	d County, personally opeared	
	and Martha Marton	
within instrument, and who have free sot and deed.	tine described in and who executed the eacknowledged the same to be their	
Carradiante Schools	U 3-18-67 -08	_
Motory Public, Wayne County, Michigan	My commission expires DEC 19 1963 HT BENEFIT OF TOURS AND STAND STAND SERVICES WATER COUNTY 26, MICHIGA	51 131

Owner/a sign here:

## EASEMENT FOR WATER MAIN

7.5 Parce' UBH7

THIS INDENTICAE, IL and the tie to the tier of the transfer of the tier of the between RAPPY F. J. FRO. N. COLON GINLEY RO. RUMLYO. CLANDELL and here were former as the colon of the colon , a Municipal Corporation of the first part and the Township of choling tolk of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH, that the said parties of the first part, for and in constieration of the sum of One Dollar and other valuable consideration to them is hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, ive successors, and assigns, an easement for the purpose of access to install and maintain waiss lines and connections and equipment therefor, in, unto and upon that certain piece or parcel of land enusted in the Township of FR. 2010. County of Wayne, and State of Michigan, to-wit: Said easement being \_\_\_\_\_ fr. wide, and described as the Scott erry \_\_\_\_ fr. of huRTHERLY 80 fc.

THE NUMBER OF SEC. 8, THE S., R. 10 E. S. 5.00 ACRES

PROVIDED: that the granting of the above easement does not west in the party of the second part authority to use any portion of the exid property for purposes other than herein designated: provided, also, that this easement shall continue for such period of time as the said party of the second part, their successors, and assigns, whall maintain and water lines to provide service to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

STATE OF MICHIGAN I 55 COUNTY OF WAYNE

, 106.3, before the the subscriber. on the 26 day of March to me kdown to be the same persons described in and who entrolised the within instrument, and who have acknowledged the same to be their free act and deep.

Hazel Punte Cunliffe

MCM\*\* DEC 19 1983 H - BELST

BERKARD ) YOUNGREDOD, Helister of Conta WATHE COUNTY 25, MICHIGAN

## EASEMENT FOR WATER MAIN

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WITNESSETH, that the said parties of the said parties of the sum of One Dollar and other hand paid by the said party of the second y confessed and aganowledged, do, by these arry of the second part, its successors, an urpose of access to install and maintain was quipment therefor, in, unto and upon that of ated in the Township of Scotnistiwn. Confichigan, to-with baid exement being the South arry	the first part, for and moon- e valuable consideration to them part, the receipt whereof is here- e presents, grant unto the said id assigns, an examinant for the iter times and connections and estain piece or parcet of land sit- ounty of Wayne, and State of it, saile, and described as
SATER-PRODUCTION CONTINUES TO A ST. 112	ft. of the FAst 205 ft.
f the N.A. 1/4 of Sec. 3, Tam, alos.	టె∉ిన ∰ుంచున్చి
PROVIDED: that the granting of the a sarry of the second part authority to use an ourposes other than herein designated: protein the continue for such period of time as the heir successors, and assigns, shall maintrice to the local community.  IN WITNESS WHEREOF, the said parties their hands and scale the day and year for their hands and scale the day and year for their hands and scale the day and year for their hands are their hands.	y portion of the said property for  wided, siso, that this easement  e said party of the second part,  sin said water lines to provide ser- ties of the first part have hereunto
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STATE OF MICHIGAN   55	
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College 14 Part C and Al	hed in and who executed the within

WORK DEC 19 1963 # Z BRIEF MERNARD J. YOUNGSECOOD, Register of Deeds WATHE COUNTY 26, MICHIGAN

## EASEMENT FOR WATER MAIN

Parcet 083,745,81 E

WAYNE COUNTY 26 MICHICAN

THIS INSENTURE, made the 15 day of Maron \_\_\_\_\_17 bl. A.D.

between The tra Bespie - 2912 Cartant, Descritt Day Firm.

of the first part and the Township of Trans town a Municipal Corporation of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH, that the said parties of the first part, for and in con-Sileration of the sum of One Dollar and other valuable consideration to them is hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and sesigns, an easement for the purpose of access to install and maintain water lines and connections and equipment therefor, in, unto and upon that certain piece or parcel of land entusted in the Township of Transform . County of Wayne, and State of Michigan, to wit: Said easement being \_\_\_\_ ft. wide, and described as 

The Minister Administration N.W. 174 of the N.E. 1/4 of Get. 5, TLS, Ride. 40.59 ACRES

F935-115

PROVIDED: that the granting of the above easement does not vest in the party of the second part authority to use any portion of the said property for purposes other than herein designated: provided, also, that this easement shall continue for such period of time as the said party of the second part. their successors, and assigns, shall maintain said water lines to provide service to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereint; set their hands and seals the day and year first above written.

IN PRESENCE OF: \_\_

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STATE OF MICHIGAN 1 SS COUNTY OF WAYNE 1	
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Thomas beinge us	and the same to the graph of south the same to the sam
to me known to by the same personal description to the same acknowledged to how a canowledged	THE BASIC OF THE PROPERTY OF T
Notary Purise, Wayne County, Michigan Prility D. Luso	My commission expert by advars BERNARU I VOUNGBIOSD, Regimer of Deeds BERNARU I VOUNGBIOSD, Regimer of Deeds

Bernard J. Youngblood Wayne County Register of Deeds 2016013372 L: 52663 P: 1202 01/12/2016 12:34 PM EAS Total Pages: 6



## VEGETATION MANAGEMENT EASEMENT AND AGREEMENT

On <u>lecember 30</u>, 20<u>15</u>, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent non-exclusive easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

**Grantor** is: Fritz Enterprises, Inc., a Michigan corporation, whose address is 1650 W. Jefferson Ave., Trenton, Michigan 48183.

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

Grantor's Land is located in the Township of Brownstown, County of Wayne and State of Michigan and is described in Exhibit A, attached hereto.

More commonly known as: No # Sibley

Parcel ID: 70-023-99-0010-000

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

The Easement Strip is described in attached Exhibit A.

1. Purpose: Grantee shall have the perpetual, non-exclusive right to enter upon the Easement Strip at all times during normal business hours, except in the case of responding to an emergency concerning the transmission lines lying within the Easement Strip, and in accordance with then federal, state or local best management practices ("Best Management Practices") for utility rights of way to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush, except for Phragmites or wetland plants, or endangered or threatened species, now or hereafter standing or growing within the Easement Strip. Grantee agrees that it will not use any pesticides or chemicals in exercising the foregoing rights. Grantee agrees that it will not disturb wetlands, wetland plants, water runoff or drainage control systems constructed by Grantor now or in the future. Absent an emergency about which Grantee shall provide e-mail written notice to Grantor at e-mail addresses provided by Grantor to Grantee, any of the foregoing activities may be conducted by Grantee only following 30 days prior written notice to Grantor indicating that in accordance with then Best Management Practices for utility rights of way the foregoing activity to be conducted within the Easement Strip and the date(s), weather permitting, on which Grantee shall conduct the permitted activities. In performing said work,

Grantee shall employ the then Best Management Practices for utility rights of way and shall follow all state or local environmental requirements in conducting the foregoing activity.

- 2. Restoration: Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up and remove from the Easement Strip all debris, and vegetative growth cut, trimmed, destroyed or otherwise controlled by Grantee under paragraph 1, above, in accordance with the then Best Management Practices for utility rights of way. Grantee shall not leave any construction vehicles or equipment on the Easement Strip after 5:00 pm on any day. Grantee or any of its employees or contractors shall contact Grantor's security officer at such telephone numbers as are provided by Grantor from time to time prior to Grantee's or Grantee's employee's or contractor's entry upon the Easement Strip.
- 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. Grantee, by acceptance and exercise of this Easement grant, hereby agrees to indemnify, defend and hold harmless Grantor, its successors, assigns, agents and employees ("Indemnified Parties") from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, costs and expenses, including reasonable attorneys' fees and actual expert witnesses' fees, paid or incurred by any of the Indemnified Parties for: (a) any damage to Grantor's Land or the Easement Strip including damage to improvements, wetlands or surface or subsurface water drainage or flow features located thereon, and any damages resulting from costs incurred in responding to any regulatory action, or remediation response required by any governmental agency with respect to the discharge to the surface or ground water of Grantor's Lands, or the Easement Strip or release upon or from Grantor's Land or the Easement Strip of any hazardous substance regulated under federal or Michigan law brought to Grantor's Land or the Easement Strip by Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee or through other consent of the Grantee relative to this Easement grant, and (b) damages to persons or property resulting from or incident to any negligent act, intentional tortious act or omission of Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee relative to this Easement grant; provided, however, Grantee shall not be liable for the negligent acts or omissions of Grantor, its successors, assigns, agents, guests, licensees, invitees, employees or contractors.
- 5. Original Grant of Easement: Nothing contained in this Easement shall be construed as releasing, impairing or enlarging any existing easement rights granted to The Detroit Edison Company, and assigned to Grantee by way of the partial assignment(s) from the Detroit Edison Company to the Grantee dated December 5, 2000, July 24, 2014, and/or December 18, 2015 (collectively "Prior Easement Rights"). The easement rights herein granted to Grantee are independent of the Prior Easement Rights and do not confer any additional rights in favor of the Detroit Edison Company.
- **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's signature and acknowledgement appear on the following page.)

## **GRANTOR**

Fritz Enterprises, Inc.

By: William L. Elson
Senior Vice President

Acknowledged before me in <u>Ochland</u> County, Michigan, on this <u>30</u> day of <u>December</u>, 20/5 by William L. Elson, Senior Vice President, on behalf of Fritz Enterprises, Inc., a Michigan corporation.

Bryan Melvin III
Notary Public, Wayne Gounty, MI.
Acting in <u>Oak land</u> County, MI
My Commission Expires: 8/8/2017

\_\_\_\_\_\_, Notary Public
\_\_\_\_\_\_\_\_, Notary Public
County, Michigan
Acting in \_\_\_\_\_\_\_ County, Michigan
My Commission Expires \_\_\_\_\_

(Grantee's signature and acknowledgement appear on the following page.)

#### **GRANTEE**

International Transmission Company, a Michigan corporation, d/b/a ITC *Transmission* 

By: ITC Holdings Corp., a Michigan corporation,

its sole owner

Matthew S. Carstens.

Vice President & General Counsel -

**Utility Operations** 

Acknowledged before me in Oakland County, Michigan, on this Ath day of December.

20\_15, by Matthew S. Carstens, Vice President and General Counsel-Utility Operations, of ITC Holdings Corp., a Michigan corporation, the Sole Owner of International Transmission Company, a Michigan corporation.

CYNTHIA ALAIN

NOTARY PUBLIC, STATE OF MI

COUNTY OF DAKLAND

MY COMMISSION EXPRES Sep 18, 2021

ACTING IN COUNTY OF Oak land

Cynthia Hain Notary Public

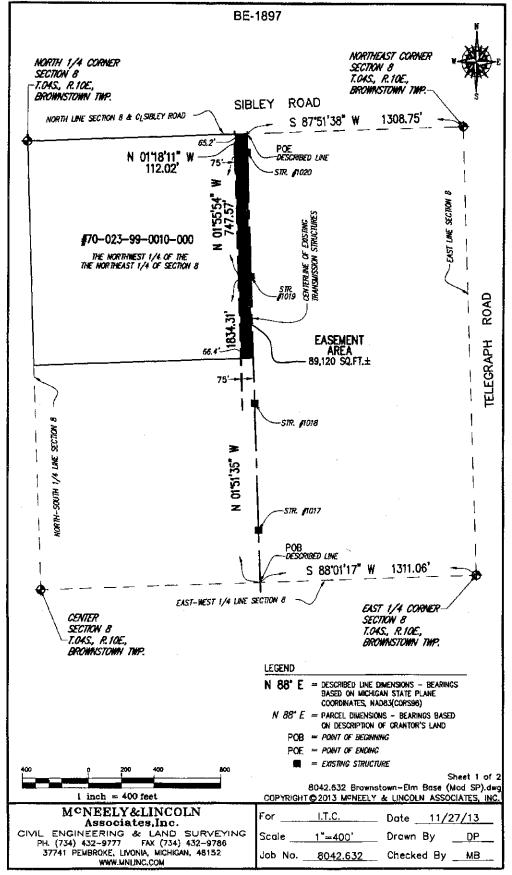
Cynthia Alain Notary Public

County, Michigan

Acting in Oaklard County, Michigan

My Commission Expires 9/19/2021

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



## BE-1897

#### **GRANTOR'S LAND**

Land in the Township of Brownstown, County of Wayne, State of Michigan being more particularly described

The Northwest 1/4 of the Northeast 1/4 of Section 8, Township of Brownstown, Town 4 South, Range 10 East, Wayne County, Michigan.

(Warranty Deed, Liber 27778, Page 165, W.C.R.)

Commonly known as: No # Sibley Tax Parcel ID: 70-023-99-0010-000

#### EASEMENT DESCRIPTION

All that part of the above described Grantor's Land which lies Easterly of a line seventy-five (75.00) feet Westerly of and parallel with the following described line:

Commencing at the East 1/4 corner of Section 8, Town 4 South, Range 10 East, Brownstown Township, Wayne County, Michigan;

thence South 88 degrees 01 minute 17 seconds West, along the East-West 1/4 line of Section 8, 1311.06 feet to the Point of Beginning of said line;

thence North 91 degree 51 minutes 35 seconds West 1834.31 feet;

thence North 01 degree 55 minutes 54 seconds West 747.57 feet;

thence North 01 degree 18 minutes 11 seconds West 112.02 feet to the Point of Ending of said line, said point lying distant South 87 degrees 51 minutes 38 seconds West, along the North line of Section 8 and the centerline of Sibley Road, 1308.75 feet from the Northeast corner of Section 8.

The side lines 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.

REVISED 12/29/15

Sheet 2 of 2

8042.632 Brownstown-Elm Base (Mod SP).dwg

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MCNEELY&LINCOLN Associates, Inc.

CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786
37741 PEMBROKE, LIVONIA, MICHIGAN, 48152
WWW.MNLINC.COM

For I.T.C. Date \_\_\_\_11/27/13 N/A Scale \_ \_\_ Drawn By Job No. <u>8042.632</u> Checked By <u>MB</u> Bernard J. Youngblood Wayne County Register of Deeds 2016013371 L: 52663 P: 1196 01/12/2016 12:34 PM EAS Total Pages: 6

9

## VEGETATION MANAGEMENT EASEMENT AND AGREEMENT

On Δες 30, 20/5, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent πon-exclusive easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

**Grantor** is: Fritz Enterprises, Inc., a Michigan corporation, whose address is 1650 W. Jefferson Ave., Trenton, Michigan 48183.

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

**Grantor's Land** is located in the Township of Brownstown, County of Wayne and State of Michigan and is described in Exhibit A, attached hereto.

More commonly known as: 19390 Telegraph Rd.

Parcel ID: 70-023-99-0009-000

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

The Easement Strip is described in attached Exhibit A.

1. Purpose: Grantee shall have the perpetual, non-exclusive right to enter upon the Easement Strip at all times during normal business hours, except in the case of responding to an emergency concerning the transmission lines lying within the Easement Strip, and in accordance with then federal, state or local best management practices ("Best Management Practices") for utility rights of way to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush, except for Phragmites or wetland plants, or endangered or threatened species, now or hereafter standing or growing within the Easement Strip. Grantee agrees that it will not use any pesticides or chemicals in exercising the foregoing rights. Grantee agrees that it will not disturb wetlands, wetland plants, water runoff or drainage control systems constructed by Grantor now or in the future. Absent an emergency about which Grantee shall provide e-mail written notice to Grantor at e-mail addresses provided by Grantor to Grantee, any of the foregoing activities may be conducted by Grantee only following 30 days prior written notice to Grantor indicating that in accordance with then Best Management Practices for utility rights of way the foregoing activity to be conducted within the Easement Strip and the date(s), weather permitting, on which Grantee shall conduct the permitted activities. In performing said work,

Grantee shall employ the then Best Management Practices for utility rights of way and shall follow all state or local environmental requirements in conducting the foregoing activity.

- 2. Restoration: Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up and remove from the Easement Strip all debris, and vegetative growth cut, trimmed, destroyed or otherwise controlled by Grantee under paragraph 1, above, in accordance with the then Best Management Practices for utility rights of way. Grantee shall not leave any construction vehicles or equipment on the Easement Strip after 5:00 pm on any day. Grantee or any of its employees or contractors shall contact Grantor's security officer at such telephone numbers as are provided by Grantor from time to time prior to Grantee's or Grantee's employee's or contractor's entry upon the Easement Strip.
- 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. Grantee, by acceptance and exercise of this Easement grant, hereby agrees to indemnify, defend and hold harmless Grantor, its successors, assigns, agents and employees ("Indemnified Parties") from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, costs and expenses, including reasonable attorneys' fees and actual expert witnesses' fees, paid or incurred by any of the Indemnified Parties for: (a) any damage to Grantor's Land or the Easement Strip including damage to improvements, wetlands or surface or subsurface water drainage or flow features located thereon, and any damages resulting from costs incurred in responding to any regulatory action, or remediation response required by any governmental agency with respect to the discharge to the surface or ground water of Grantor's Lands, or the Easement Strip or release upon or from Grantor's Land or the Easement Strip of any hazardous substance regulated under federal or Michigan law brought to Grantor's Land or the Easement Strip by Grantee, its successors, assigns, agents, quests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee or through other consent of the Grantee relative to this Easement grant, and (b) damages to persons or property resulting from or incident to any negligent act, intentional tortious act or omission of Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee relative to this Easement grant; provided, however, Grantee shall not be liable for the negligent acts or omissions of Grantor, its successors, assigns, agents, guests, licensees, invitees, employees or contractors.
- 5. Original Grant of Easement: Nothing contained in this Easement shall be construed as releasing, impairing or enlarging any existing easement rights granted to The Detroit Edison Company, and assigned to Grantee by way of the partial assignment(s) from the Detroit Edison Company to the Grantee dated December 5, 2000, July 24, 2014, and/or December 18, 2015 (collectively "Prior Easement Rights"). The easement rights herein granted to Grantee are independent of the Prior Easement Rights and do not confer any additional rights in favor of the Detroit Edison Company.
- **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's signature and acknowledgement appear on the following page.)

## **GRANTOR**

Fritz Enterprises, Inc.

William L. Elson Senior Vice President

Acknowledged before me in Oakland County, Michigan, on this 30 day of December, 2015 by William L. Elson, Senior Vice President, on behalf of Fritz Enterprises, Inc., a Michigan corporation.

Bryan Melvin III
Notary Public, Wayne County, MI.
Acting in County, MI
My Commission Expires: 2/5/2017

, Notary Public County, Michigan

Acting in \_\_\_\_\_ County, Michigan

My Commission Expires \_\_\_\_\_

(Grantee's signature and acknowledgement appear on the following page.)

#### **GRANTEE**

International Transmission Company, a Michigan corporation, d/b/a ITC *Transmission* 

By: ITC Holdings Corp., a Michigan corporation, its sole owner

Matthew S. Carstens,

Vice President & General Counsel –

**Utility Operations** 

Acknowledged before me in Oakland County, Michigan, on this 30th day of <u>December</u>, 2015, by Matthew S. Carstens, Vice President and General Counsel-Utility Operations, of ITC Holdings Corp., a Michigan corporation, the Sole Owner of International Transmission Company, a Michigan corporation.

CYNTHIA ALAIN

NOTARY PUBLIC, STATE OF MI

COUNTY OF CAKLAND

MY COMMISSION EXPIRES SEP 19, 2021

ACTING IN COUNTY OF OAK I and

Cynthia AQ:

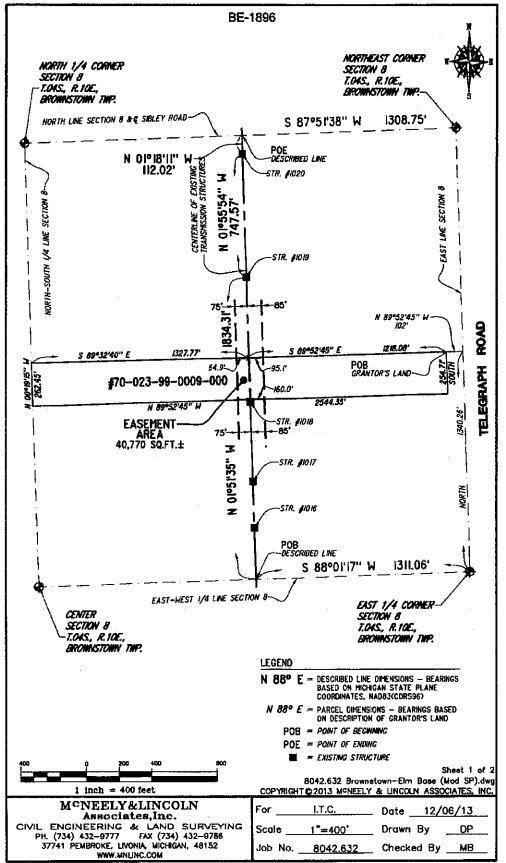
Cynthia Alain Notary Public

Oakland County, Michigan

Acting in Oakland County, Michigan

My Commission Expires 9 19 2031

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



### BE-1896

#### **GRANTOR'S LAND**

Land in the Township of Brownstown, County of Wayne, State of Michigan, being more particularly described as:

Part of the Northeast 1/4 of Section 8, Town 4 South, Range 10 East, described as: Beginning due North, 1340.26 feet and North 89 degrees 52 minutes 45 seconds West, 102 feet from the East 1/4 corner of Section 8; thence due South, 254.71 feet;

thence North 89 degrees 52 minutes 45 seconds West, 2544.35 feet; thence North 00 degrees 19 minutes 15 seconds West, 262.45 feet;

thence South 89 degrees 32 minutes 40 seconds East, 1327.77 feet;

thence South 89 degrees 52 minutes 45 seconds East, 1218.08 feet to the Point of Beginning.

(Warranty Deed, Liber 49576, Page 568, W.C.R.)

Commonly known as: 19390 Telegraph Road Tax Parcel ID: 70-023-99-0009-000

#### EASEMENT DESCRIPTION

All that part of the above described Grantor's Land which lies Easterly of a line seventy-five (75.00) feet Westerly of and parallel with the following described line, and which lies Westerly of a line eighty-five (85.00) feet Easterly of and parallel with the following described line:

Commencing at the East 1/4 corner of Section 8, Town 4 South, Range 10 East, Brownstown Township, Wayne County, Michigan;

thence South 88 degrees 01 minute 17 seconds West, along the East-West 1/4 line of Section 8, 1311.06 feet to the Point of Beginning of said line;

thence North 01 degree 51 minutes 35 seconds West 1834.31 feet;

thence North 01 degree 55 minutes 54 seconds West 747.57 feet;

thence North 01 degree 18 minutes 11 seconds West 112.02 feet to the **Point of Ending** of said line, said point lying distant South 87 degrees 51 minutes 38 seconds West, along the North line of Section 8 and the centertine of Sibley Road, 1308.75 feet from the Northeast comer of Section 8.

The side lines 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.

Sheet 2 of 2
8042.632 Brownstown-Elm Base (Mod SP).dwg
COPYRICHT 62013 MCNET Y & INCOLN ASSOCIATES INC

### MCNEELY&LINCOLN Associates,Inc.

CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNUNC.COM

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Bernard J. Youngblood Wayne County Register of Deeds 2015013370 L: 52563 P: 1190 01/12/2015 12:34 PM EAS Total Pages: 6

(8)

## VEGETATION MANAGEMENT EASEMENT AND AGREEMENT

On <u>December 50</u>, 2015, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent non-exclusive easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

**Grantor** is: Fritz Enterprises, Inc., a Michigan corporation, whose address is 1650 W. Jefferson Ave., Trenton, Michigan 48183.

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

**Grantor's Land** is located in the Township of Brownstown, County of Wayne and State of Michigan and is described in Exhibit A, attached hereto.

More commonly known as: No # Telegraph Rd.

Parcel ID: 70-023-99-0008-000

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

The Easement Strip is described in attached Exhibit A.

1. Purpose: Grantee shall have the perpetual, non-exclusive right to enter upon the Easement Strip at all times during normal business hours, except in the case of responding to an emergency concerning the transmission lines lying within the Easement Strip, and in accordance with then federal, state or local best management practices ("Best Management Practices") for utility rights of way to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush, except for Phragmites or wetland plants, or endangered or threatened species, now or hereafter standing or growing within the Easement Strip. Grantee agrees that it will not use any pesticides or chemicals in exercising the foregoing rights. Grantee agrees that it will not disturb wetlands, wetland plants, water runoff or drainage control systems constructed by Grantor now or in the future. Absent an emergency about which Grantee shall provide e-mail written notice to Grantor at e-mail addresses provided by Grantor to Grantee, any of the foregoing activities may be conducted by Grantee only following 30 days prior written notice to Grantor indicating that in accordance with then Best Management Practices for utility rights of way the foregoing activity to be conducted within the Easement Strip and the date(s), weather permitting, on which Grantee shall conduct the permitted activities. In performing said work,

Grantee shall employ the then Best Management Practices for utility rights of way and shall follow all state or local environmental requirements in conducting the foregoing activity.

- 2. Restoration: Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up and remove from the Easement Strip all debris, and vegetative growth cut, trimmed, destroyed or otherwise controlled by Grantee under paragraph 1, above, in accordance with the then Best Management Practices for utility rights of way. Grantee shall not leave any construction vehicles or equipment on the Easement Strip after 5:00 pm on any day. Grantee or any of its employees or contractors shall contact Grantor's security officer at such telephone numbers as are provided by Grantor from time to time prior to Grantee's or Grantee's employee's or contractor's entry upon the Easement Strip.
- 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. Grantee, by acceptance and exercise of this Easement grant, hereby agrees to indemnify, defend and hold harmless Grantor, its successors, assigns, agents and employees ("Indemnified Parties") from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, costs and expenses, including reasonable attorneys' fees and actual expert witnesses' fees, paid or incurred by any of the Indemnified Parties for: (a) any damage to Grantor's Land or the Easement Strip including damage to improvements, wetlands or surface or subsurface water drainage or flow features located thereon, and any damages resulting from costs incurred in responding to any regulatory action, or remediation response required by any governmental agency with respect to the discharge to the surface or ground water of Grantor's Lands, or the Easement Strip or release upon or from Grantor's Land or the Easement Strip of any hazardous substance regulated under federal or Michigan law brought to Grantor's Land or the Easement Strip by Grantee, its successors, assigns, agents, quests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee or through other consent of the Grantee relative to this Easement grant, and (b) damages to persons or property resulting from or incident to any negligent act, intentional tortious act or omission of Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee relative to this Easement grant; provided, however, Grantee shall not be liable for the negligent acts or omissions of Grantor, its successors, assigns, agents, quests, licensees, invitees, employees or contractors.
- 5. Original Grant of Easement: Nothing contained in this Easement shall be construed as releasing, impairing or enlarging any existing easement rights granted to The Detroit Edison Company, and assigned to Grantee by way of the partial assignment(s) from the Detroit Edison Company to the Grantee dated December 5, 2000, July 24, 2014, and/or December 18, 2015 (collectively "Prior Easement Rights"). The easement rights herein granted to Grantee are independent of the Prior Easement Rights and do not confer any additional rights in favor of the Detroit Edison Company.
- **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's signature and acknowledgement appear on the following page.)

### **GRANTOR**

Fritz Enterprises, Inc.

By: William L. Elson

William L. Elson Senior Vice President

Acknowledged before me in <u>Oatland</u> County, Michigan, on this <u>30</u> day of <u>December</u>, 2015 by William L. Elson, Senior Vice President, on behalf of Fritz Enterprises, Inc., a Michigan corporation.

Bryan Melvin III
Notary Public, Wayne County, MI.
Acting in Oak County, MI
My Commission Expires: 2/5/2017

, Notary Public County, Michigan

Acting in \_\_\_\_\_ County, Michigan
My Commission Expires \_\_\_\_\_

(Grantee's signature and acknowledgement appear on the following page.)

### **GRANTEE**

International Transmission Company, a Michigan corporation, d/b/a ITC *Transmission* 

By: ITC Holdings Corp., a Michigan corporation, its sole owner

Matthew S. Carstens,

Vice President & General Counsel -

**Utility Operations** 

Acknowledged before me in Oakland County, Michigan, on this Atha day of <u>December</u>.

20 15, by Matthew S. Carstens, Vice President and General Counsel-Utility Operations, of ITC Holdings Corp., a Michigan corporation, the Sole Owner of International Transmission Company, a Michigan corporation.

CYNTHIA ALAIN

NOTARY PUBLIC, STATE OF MI

COUNTY OF CAKLAND

MY COMMISSION EXPIRES Sep 19, 2021

ACTING IN COUNTY OF OCK (a n.c.)

Cynthia Alain Notary Public

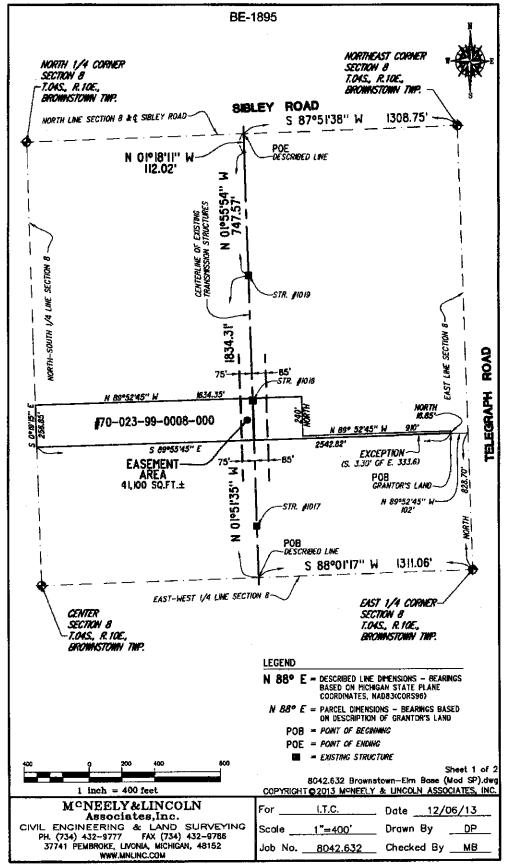
Cynthia Alain Notary Public

Oakland County, Michigan

Acting in Oakland County, Michigan

My Commission Expires 9/19/2021

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



#### BE-1895

#### **GRANTOR'S LAND**

Land in the Township of Brownstown, County of Wayne, State of Michigan being more particularly described as:

That part of the Northeast 1/4 of Section 8, Town 4 South, Range 10 East, described as: Beginning at a point on the West line of Telegraph Road distant due North, 828.70 feet and North 89 degrees 52 minutes 45 seconds West, 102 feet from the East 1/4 corner of Section 8 and proceeding thence due North along said West line, 16.85 feet;

thence North 89 degrees 52 minutes 45 seconds West, 910 feet;

thence due North 240 feet:

thence North 89 degrees 52 minutes 45 seconds West, 1634.35 feet;

thence South 00 degrees 19 minutes 15 seconds East along the North and South 1/4 Section line, 256.85 feet; thence South 89 degrees 55 minutes 45 seconds East, 2542.02 feet (2542.82 feet) to the Point of Beginning, excepting therefrom the South 3.30 feet of the East 333.6 feet thereof.

(Warranty Deed, Liber 23966, Page 022, W.C.R.)

Commonly known as: No # Telegraph Road Tax Parcel ID: 70-023-99-0008-000

#### **EASEMENT DESCRIPTION**

All that part of the above described Grantor's Land which lies Easterly of a line seventy-five (75.00) feet Westerly of and parallel with the following described line, and which lies Westerly of a line eighty-five (85.00) feet Easterly of and parallel with the following described line:

Commencing at the East 1/4 corner of Section 8, Town 4 South, Range 10 East, Brownstown Township, Wayne County, Michigan;

thence South 88 degrees 01 minute 17 seconds West, along the East-West 1/4 line of Section 8, 1311.06 feet to the **Point of Beginning** of said line;

thence North 01 degree 51 minutes 35 seconds West 1834.31 feet;

thence North 01 degree 55 minutes 54 seconds West 747.57 feet:

thence North 01 degree 18 minutes 11 seconds West 112.02 feet to the Point of Ending of said line, said point lying distant South 87 degrees 51 minutes 38 seconds West, along the North line of Section 8 and the centerline of Sibley Road, 1308.75 feet from the Northeast corner of Section 8.

The side lines 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.

Sheet 2 of 2 8042.632 Brownstown-Elm Base (Mod SP).dwg COPYRIGHT © 2013 MCNEELY & UNCOLN ASSOCIATES, INC.

MCNEELY&LINCOLN Associates,Inc.

CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MAILING.COM 
 For
 I.T.C.
 Date
 12/06/13

 Scale
 N/A
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 Job No.
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 Checked By
 MB

Bernard J. Youngblood Wayne County Register of Deeds 2016013369 L: 52663 P: 1184 01/12/2016 12:34 PM EAS Total Pages: 6



# VEGETATION MANAGEMENT EASEMENT AND AGREEMENT

On <u>December 30</u>, 20/5, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent non-exclusive easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

**Grantor** is: Fritz Enterprises, Inc., a Michigan corporation, whose address is 1650 W. Jefferson Ave., Trenton, Michigan 48183.

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

**Grantor's Land** is located in the Township of Brownstown, County of Wayne and State of Michigan and is described in Exhibit A, attached hereto.

More commonly known as: No # Telegraph Rd.

Parcel ID: 70-023-99-0006-000

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

The Easement Strip is described in attached Exhibit A.

1. Purpose: Grantee shall have the perpetual, non-exclusive right to enter upon the Easement Strip at all times during normal business hours, except in the case of responding to an emergency concerning the transmission lines lying within the Easement Strip, and in accordance with then federal, state or local best management practices ("Best Management Practices") for utility rights of way to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush, except for Phragmites or wetland plants, or endangered or threatened species, now or hereafter standing or growing within the Easement Strip. Grantee agrees that it will not use any pesticides or chemicals in exercising the foregoing rights. Grantee agrees that it will not disturb wetlands, wetland plants, water runoff or drainage control systems constructed by Grantor now or in the future. Absent an emergency about which Grantee shall provide e-mail written notice to Grantor at e-mail addresses provided by Grantor to Grantee, any of the foregoing activities may be conducted by Grantee only following 30 days prior written notice to Grantor indicating that in accordance with then Best Management Practices for utility rights of way the foregoing activity to be conducted within the Easement Strip and the date(s), weather permitting, on which Grantee shall conduct the permitted activities. In performing said work,

Grantee shall employ the then Best Management Practices for utility rights of way and shall follow all state or local environmental requirements in conducting the foregoing activity.

- 2. Restoration: Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up and remove from the Easement Strip all debris, and vegetative growth cut, trimmed, destroyed or otherwise controlled by Grantee under paragraph 1, above, in accordance with the then Best Management Practices for utility rights of way. Grantee shall not leave any construction vehicles or equipment on the Easement Strip after 5:00 pm on any day. Grantee or any of its employees or contractors shall contact Grantor's security officer at such telephone numbers as are provided by Granter from time to time prior to Grantee's or Grantee's employee's or contractor's entry upon the Easement Strip.
- 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. Grantee, by acceptance and exercise of this Easement grant, hereby agrees to indemnify, defend and hold harmless Grantor, its successors, assigns, agents and employees ("Indemnified Parties") from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, costs and expenses, including reasonable attorneys' fees and actual expert witnesses' fees, paid or incurred by any of the Indemnified Parties for: (a) any damage to Grantor's Land or the Easement Strip including damage to improvements, wetlands or surface or subsurface water drainage or flow features located thereon, and any damages resulting from costs incurred in responding to any regulatory action, or remediation response required by any governmental agency with respect to the discharge to the surface or ground water of Grantor's Lands, or the Easement Strip or release upon or from Grantor's Land or the Easement Strip of any hazardous substance regulated under federal or Michigan law brought to Grantor's Land or the Easement Strip by Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee or through other consent of the Grantee relative to this Easement grant, and (b) damages to persons or property resulting from or incident to any negligent act, intentional tortious act or omission of Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee relative to this Easement grant; provided, however, Grantee shall not be liable for the negligent acts or omissions of Grantor, its successors, assigns, agents, guests, licensees, invitees, employees or contractors.
- 5. Original Grant of Easement: Nothing contained in this Easement shall be construed as releasing, impairing or enlarging any existing easement rights granted to The Detroit Edison Company, and assigned to Grantee by way of the partial assignment(s) from the Detroit Edison Company to the Grantee dated December 5, 2000, July 24, 2014, and/or December 18, 2015 (collectively "Prior Easement Rights"). The easement rights herein granted to Grantee are independent of the Prior Easement Rights and do not confer any additional rights in favor of the Detroit Edison Company.
- **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's signature and acknowledgement appear on the following page.)

### **GRANTOR**

Fritz Enterprises, Inc.

By: William L. Elson
Senior Vice President

Acknowledged before me in Oals and County, Michigan, on this 30<sup>th</sup> day of December, 20/5 by William L. Elson, Senior Vice President, on behalf of Fritz Enterprises, Inc., a Michigan corporation.

Bryan Melvin III
Notary Public, Wayne County, MI.
Acting in 100 K 1000 County, MI.
My Commission Expires: 2/5/2017

, Notary Public
County, Michigan
Acting in \_\_\_\_\_ County, Michigan
My Commission Expires \_\_\_\_

(Grantee's signature and acknowledgement appear on the following page.)

#### **GRANTEE**

International Transmission Company, a Michigan corporation, d/b/a ITC *Transmission* 

By: ITC Holdings Corp., a Michigan corporation, its sole owner

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Matthew S. Carstens,

Vice President & General Counsel -

**Utility Operations** 

Acknowledged before me in Oakland County, Michigan, on this Ath day of <u>December</u>, 20<u>15</u>, by Matthew S. Carstens, Vice President and General Counsel-Utility Operations, of ITC Holdings Corp., a Michigan corporation, the Sole Owner of International Transmission Company, a Michigan corporation.

CYNTHA ALAIN
NOTARY PUBLIC, STATE OF ME
COUNTY OF CAKLAND
MY COMMISSION EXPIRES SED 19, 2021
ACTING IN COUNTY OF OAK ALA-A

Cynthia flain Notary Public

Cynthia flain Notary Public

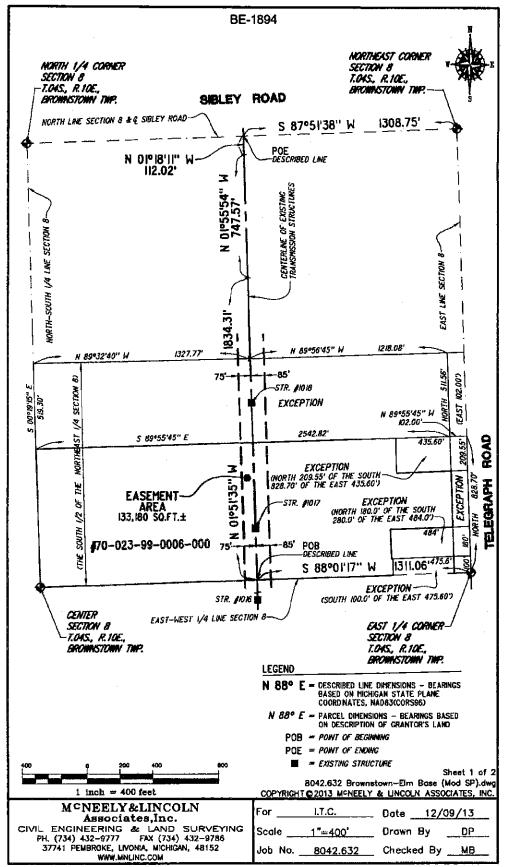
Oakland County, Michigan

Acting in Oakland County, Michigan

My Commission Expires 9 19 2621

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



#### BE-1894

#### **GRANTOR'S LAND**

Land in the Township of Brownstown, County of Wayne, State of Michigan, being more particularly described

The South 1/2 of the Northeast 1/4 of Section 8, Town 4 South, Range 10 East, Brownstown Township, Wayne County, Michigan, except the South 100.0 feet of the East 475.60 feet thereof; also except the North 180.0 feet of the South 280.0 feet of the East 484.0 feet thereof;

also except the North 209.55 feet of the South 828.70 feet of the East 435.80 feet thereof;

also except the East 102.00 feet of the South 1/2 of the Northeast 1/4 of Section 8;

also except that part thereof described as Beginning at a point on the West line of Telegraph Road distant due North 828.70 feet and North 89 degrees 55 minutes 45 seconds West, 102.00 feet from the East 1/4 comer of said Section 8 and proceeding thence due North along said West line, 511.56 feet;

thence North 89 degrees 56 minutes 45 seconds West, 1218.08 feet; thence North 89 degrees 32 minutes 40 seconds West, 1327.77 feet;

thence South 00 degrees 19 minutes 15 seconds East along the North and South 1/4 line, 519,30 feet;

thence South 89 degrees 55 minutes 45 seconds East, 2542.82 feet to the Point of Beginning.

(Warranty Deed, Liber 24129, Page 677, W.C.R.)

Commonly known as: No # Telegraph Road Tax Parcel ID: 70-023-99-0006-000

#### **EASEMENT DESCRIPTION**

All that part of the above described Grantor's Land which lies Easterly of a line seventy-five (75.00) feet Westerly of and parallel with the following described line, and which lies Westerly of a line eighty-five (65.00) feet Easterly of and parallel with the following described line:

Commencing at the East 1/4 comer of Section 8, Town 4 South, Range 10 East, Brownstown Township, Wayne County, Michigan;

thence South 88 degrees 01 minute 17 seconds West, along the East-West 1/4 line of Section 8, 1311.06 feet to the Point of Beginning of said line;

thence North 01 degree 51 minutes 35 seconds West 1834.31 feet;

thence North 01 degree 55 minutes 54 seconds West 747.57 feet;

thence North 01 degree 18 minutes 11 seconds West 112.02 feet to the Point of Ending of said line, said point lying distant South 87 degrees 51 minutes 38 seconds West, along the North line of Section 8 and the centerline of Sibley Road, 1308.75 feet from the Northeast corner of Section 8.

The side lines 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.

> Sheet 2 of 2 8042.632 Brownstown-Elm Base (Mod SP).dwg COPYRIGHT @ 2013 MONEELY & UNCOLN ASSOCIATES, INC.

MCNEELY&LINCOLN Associates,Inc.

CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9785
37741 PEMBROKE, LIVONIA, MICHIGAN, 48152
WWW.MNLINC.COM

For	I.T.C.	. Date1	2/09/13
Scale	N/A	Drawn By	DP_
Job No.	8042.632	Checked	Ву МВ

Commissioner mostrion:

moved the adoption of the felicities

WEEREAS, pursuant to petition and in accordance with the provisions of Section 15, Chapter 4, Act No. 283 of the Public Acts of 1909, as amended, this a cut a date of hearths, in said Spard, by resolution dated. October 26, 1967. petition and directed a Hearing Examiner to hold said hearing; and

WHEREAS, said hearing was held at the time and place appointed, and the Board has considered the findings of fact as reported by its Hearing Examine; emeeraing the advisability of absolutely abandoning and discontinuing:

> The alleys, 20 feet in width as dedicated for public use in SABOL SUBDIVISION of the N. E. 1/4 of the N. E. 1/4 of Section 8, T. 4 S., R. 10 E., Brownstown Twp., Wayne Co., Michigan, as recorded in Liber 56 of Plate on Page 2, Wayne County Records Tying in the rea-of lots I to 43, both inclusive, and lots 305 to 332, both inclusive, also the alley, 20 feet in width, lying in the rear of the west 18 feet of lot 45 and in the rear of lots 47 to 55, both inclusive, and being adjacent to lot 105 and the west 58 feet of lot 431%

> > . iiidi 11 1998 BERNARU J. TULINI GLUUD, Register of Di WAYNE COUNTY, HICHGAN 40226

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WHEREAS, the premises were viewed in accordance with said statute;

NOW, THEREFORE, BE IT RESOLVED, that it is in the best interest of the public that the above described county roud(s) or portion(s) thereof be absolutely abandoned and discontinued and that said road(s) or portion(s) thereof sa are hereby absolutely abandoned and discontinued reserving therein spreasement(s) for put (c utilities an. sewer purposes.

and carried The motion was supported by Commissioner by the following vote:

Ayes, Commissioners Beudeck and Berry.

#### CHILITICATION

I, Bonald R. Kring, Secretary and Clerk of the Board of County Read Counts somes of the County of Mayne, Michigan, do hereby certify that the above and the foregoing is a true and correct copy of an execut from the minutes of a meeting of said Board held on the on the office of said Board; that I have compared the same with the original and it is a , as appears of reignd true transcript therefrom; that there are on file in the office of said Board affidavits ce the affect that the resolution therein contained was served and published in accordamon with the provisions of Section 18 of Chapter 4 of Act 283, Public Acts of 1909, a. mended.

"In seatimony whereof, I have hereunto set my hand at Detroit this \_ Ith A.D. 19 66 day of Harch

el Maria County free Court HAVE CITY COUNTY BLOC 1 19-11 In MICHEGAN -

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#### EASEMENT THR WATER MAIN

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WITNESSETH, that the saul parties of the first part, for and in conetieration of the sum of One Dellar and other valuable consideration to them in hand gold by the soul party of the second port, the secents whereof is bereby confessor and acknowledge ! do. by these presents, grant unto the said party of the second part, his siconstairs, and assigns, an exserent for the purpose of sidems to install and in thirdinity writer lines and connections and equipment therefore in, unto and upon that nestein piece on pan of of tand site " usted in the Township of BhonkSTonk . County of Warne, and State of Michigan, ac-wit: batheasement being 27 ft. wide, and described as the NGETE erry 2" ft. of: Scothester 60 Ft.

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105 FT.; THENCE STOP1375078, 1932-71 FT. TO THE FOIRT OF SAIDS.

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PROVIDED: that the granting of the above essement does not vest in the party of the second part authority to use any portion of the said property for purposes other than berein designated: provind, wiso, that this easement shall continue for such period of time as the said party of the second part, their successors, and assigns, shall maintain said water lines to provide service to the local community.

IN WITNESS WHEN-HOU, the wand provides of the first part have becomes set their hands and seals the day and year first above written.

Mollie Taylor / 1

STATE OF MICHIGAN ) COUNTY OF WAYNE ) 55

( )

, 1977), before me the subscriber. مرود وو On thus on a day of i County, personally appeared Notary Fublic in and for # South Pro

to me fin -- to be the same persona described. And who executed the within

instrument, and who have anknowledged the same to be their free act and dred.

12.15 64 My omanistion expire

Notary P. . w. Wayne County, Sauhigan Saler & Laginess,

EMPRE DEC 19 1963 9 2 1415 8 MERNARD J. YOUNGELOOD, Rogister of Decay

WAYNE COUNTY 16 MICHIGAN

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COUNTY OF VALUE )SS		erna (tira mite)	

On this lith day of July , 1963, before we the subscriber, a Notary Public in and for said County, personally appeared\_\_\_\_\_\_

Harry Annalos god Marraret antolog (man wife,

to me known to be the arms persons described in and who executed the within instrument, and who have acknowledged the same to be their

dies MSchaller 3-18-67
blic, Wayne Councy. My comission expires Notary Public, Wayne County, Michigan

Bernadine R. Schaller

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WATE THIS INDENTURE made the 24 day of hovember

hotween Lavornetkichards, 25812 King Romulus Hickforn 481

and Anna Mac Richards, his wife,

party of the first part and the Township of BROWSTOWN, a Municipal Corporation of the County of Wayne, State of Michigan, party of the second part.

WITNESSETH: that the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confected and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an essement for the purpose of access to tastall and maintain sewer lines and connections and equipment therefor, in unto and upon that certain piece or parcel of land gituated in the Township of Brownstown, County of Wayne, and State of Michigan, to wit se Said easement being 27 ft, wide, and described as the North erly 27 ft. of the Southerly 60 feet:

That part of the S.E.1/4 of sec. 7, T.4 S., R.10 E., described as beginning at the S.E. cor. of sec. 7 and proceeding thence S 89°46'10"Wallong the S. line of said section, 165.0 ft.; thence N 0°13'50"W, 336.40 ft.; thence N 89°46'10"E, 153.46 ft.; thence S 2°11'50"E along the E. line of said section, 330.57 ft. to the point of heafunings ... 1,23 Actes.

SEE BODER ATTACHED,

PROVIDED: that the granting of the above easement does not vest in the party of the second part sutherity to use any portion of the said property for purposes other than herein designated; Provided, also, that his essement shall continue for such period of time as the said party of the second part, their by bessors, and assigns, shall maintain said sewer lines to provide service to the local community. Any area discurbed will be restored as near as possible to original order.

IN WITNESS WHEREOF, the said parties of the first part have horounto set their hands and seals the day and year first above written.

IN PRESENCE OF: TWO Witnesses sign here: OWNERS sign here:

November

Carol Simpson

STATE OF MICHIGAN) SS COUNTY OF WAYNE

appeared:

On this of day of

, 19 69, before me, the subscriber, a Notary Public in and for said County, personally

Arna Mae Richards Laverne O. Richards

to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free acr and deed 医酚环菌的医外 多質科基礎

Hotery Public, Wayne County,

My Commission Expires fall 18. My commission expires

Property Comerce to: Lawrence Biohards, 25812 Ring, Roseilue, Mibhigan, and ANNOT MAE, his nife.

- 1. One (1) 12 (not omk tree (lesting north) may be taken out, cut up, and piled on private property where citizen may designate.
- 2. Two (2) large bushes and one (1) Paple Tree, 5 inch, "est of the above out Tree are to be laved and set on private property where ditizen so designates.
- 3. No expansion saterial to be removed from property.
- 4. All trees beyond exament are not to be damaged or removed without written permission from property owner.
- s. privovay must be kupt open at all times.

**⊕ €**  Dated - November 24, 1969.

Bernadine M. Schaller

REPLACE IN A. SCHARER
Storagy Lucia, Wayne County, Mich.
Mr Corollaion Espires Feb. 10, 1977

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the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water

Rayno County, State of Michigan (herein called "Land");

and of the nubutance t, or any thereof, over, through, under and scross the following described land in

That part of the Southeast Quarter (SE4) of Section 7, Town 4 South, Range 10 East, described as beginning at the Southeast (SE) corner of Section 7 and proceeding thense South 89°46'10" West along the South line of said section, 155.0 feet; thence North 0°13'50" West, 336.40 feet; thence North 89°45'10" East, 153.46 feet; thence South 2°11'50" East along the East line of said section, 336.57 feet to the point of beginning.

TO HAVE AND TO HOLD such excenent and rights unto Grantee ito succusaous and essigns, forever.

()RANTOR shall have the right to use and fully enjoy the Lend, except so to the exement and rights beenly greated, and except that Grantor shall seven install or exect any permanent attractures within thirty (30) feet on each sich of the initial pipe line laid becauses.

tRANTEE should pay may decrease to growing crops, timber, drain tiles, feaces or buildings on the Land, which may mine from the exercise of the ensement and rights hereby greated. However, after the initial pipe line is laid becauser, Granten shall have the right to keep the area within thinty (30) feet on each side thereof clear of trees, break and other natural obstructions, without incurring any liability for damages.

If L PIPE leid hereunder shall be laid on a roote selected by Grances, and builed to such depth as not in information of the Laid. They pipe line after the initial one shall be laid generally parallel theretails and accent thereto and for each such additional line Grantee shall pay an additional consideration equal to the manufactural first herein specified.

'[HIS GRANT imbodies the entire agreement between Granter and Grantee concerning the subject matter kerrof, including the consideration paid of to be paid in connection between. The examination and rights hereby granted shall be assignable by granter in whole or in part; and they, as well as the covenants herein, shall bind and intent to the largeful of the heirs, estates, excession and energies of Grantes, and the execusions and assigns of Grantes.

GRANTOR represents that the Land is not either wholly or partly subject to any lease or tenancy of any charsour, or is possession of, or complete or formed by, any person or persons other than Grantor, except as follows:

Hors

BERNARD I. YOUNGBLOOD, Register of Beeds WATHE COUNTY, MICHIGAN 48226

RECUTED and delivered by Greater on the date float benefit specified.

WE'THE SSES:

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Thinks M. Russell

Laverne O. Richarde

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WOLVERINE PIPE LINE COMPANY

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Corporation of the County of Wayne, State of Michigan, party of the second part,

WITNESSETH: that the said parties of the first party for and in consideration of the sum of One Dollar and other valuable considerstion to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and seknowledges, do, by these presents grant unto the said party of the second part, the successors, and assigns, an easement for the purpose of secons to justall and maintain sewer lines and connections and equipment therefor, in, unto and upon that certain place or parcel of land structed in the Township of Brownstown, County of Wayne, and State of Hichigan, to wit: Said essement being 27 \_ft, wide, ass described as the North erly

ft. of the southerly 60 feet. That part of the S.E. 1/4 of sec. 7, T4S., RLOE, descibed as beginning at a point on the S. line of said section distant S.89°46'10"W. 30.0 feet from the S.E. cornwr of sec.7 and proceeding thence S. 89°46'10"W. along said S. line, 165.0 feet thence N. 0°13'50" W, 2559,13 feet thence N. 39947'50"B 300.0 feet from 92.55 feet to the E. and W. 1/4 ling of sec.7 thence 5.89 16 50 E. along said line, 105.52 feet thence 5.0°13 50 E., 2628.50 feet to the point of bodinning, except the East 80 feet of the south 500 feet thoroof.

PROVIDED: that the granting of the above easement do not vost in the party of the second port authority to use any portion of the said property for purposes other than herein design ted; renvided, also, that his essement shall continue for such period of time as the said party of the second part, their successors, and essigns, shall maintain said sewer lines to provide sorvice to the local community. Any area disturbed will be restored as near as possible to original order,

IN WITNESS WHEREOF, the said parties of the first part have herounto set their hands and seals the day and year first above written.

IN PRESENCE OF: TWO Witnesses sign here: OWNERS sign here:

Patricka STATE OF MICHIGAN) COUNTY OF WAYNE

On this 10th day of June , before me, the subscriber, a Notary Public in and for said County, personally

Hiram M. Dawson

winifred & Dawson, his wife

to be known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their fram act and deed.

SERNADINE M. SCHALLER y Public Wayne County, Mich.

ci18132 ia558

### STATE OF MICHIGAN



## IN THE PROJECT COURT FOR THE COUNTY OF WAYNE

In The Matter of The Petition of Wolverine PIPE LINE COMPANY to Condenn Right-of-Way in The County of Wayne (Taylor)

ξì,

No. 627682

E I NOUNGSLOOD, PREPARED.

# CODER CONFIRMING AWARD OF COM'SSIGNERS

At a session of said court held at the City County Building in the City of Detroit this lath day of July, A.D. 1972

Propate Judge

F727901

In the matter of the Petition of WOLVERINE PIPE LINE COMPANY, for the condemnation of certain lands therein described belonging to cortain Respondents therein named for the purpose of laying, constructing, operating and maintaining a petroloum products pipeline and appurtenances thereto. The report of Myron Alpert, Charles Perlman and Gus Cifelli, Commissioners, appointed May 30, 1972, having been filed in this cause on July 18, 1972 and WOLVZPINE PIPE LINE COMPANY, Petitioner, having filed its Notion for Confirmation of Commissioners' Report and said Motion having been noticed for hearing On Tuesday, July 18, 1972, at 2:30 P M. as appears by Notice of Bearing on file herein, and due Proof of Service of said Rotion for Confirmation of Commissioners' Report and Notice of Hearing having been filed, evidencing due servico thereof upon John Loche, attorney for the Bespondents Levein, and said Notion for Confirmation of Commissioners' Report seeking also to have this court fix and determine the expenses, costs and reasonable attorneys' fees to be paid to the Respondents and their Attorney, and

It appearing to the court, in this cause, that a Petition was duly presented to the court after due notice of sore than ten (13) days upon all the parties interested, wherein the Petitioner Sought to acquire for purposes of a petroleum products pipeline certain land described in said Petition and hereinafter described, and thit a preliminary hearing was had on said Petition on May 30, 1972, and this court having determined at said preliminary hearing that the material facts set forth in said letition were true and this court having entered its order dated May 30, 1972 appointing said Commissioners, inhabitants and freeholders of Kayne County qualified to serve as Corvissioners, in this matter pursuant to the statute in such ecases made and provided; this court did then fix the time and place for the first meeting of such Commissioners as the 13th day of June, \$1972 at 10:00 o'clock A.M. in the City-County Building, Patroit, Michigan: said first meeting was subsequently adjourned until June 14. 1972 at 2:30 P.H. with notice thereof given to all parties or their atterneys.

It also appearing to the court that John M. Roche of the law firm of TRAVIS. WARREN, NAYER AND SURCOVEE, the attorney for the Respondents named in said Potition. Gid appear on said adjourned hearing date of June 14, 1972 at 2:30 P.M. representing only one of the Respondents and appeared subsequently on June 30, 1972 at 13:00 A.F. representing all the Respondents herein and did then and there makes to the court that he had written authorization to represent all the Respondents named in the Fetition and that he had written authority to grant to Petitioner immediate possession of the right-of-way and easement sought to be condemned by Patitioner and that it would, therefore, be unnecessary for the Commissioners to Setermine that It was

necessary for the public use for the Fetitioner to take the rightof-way and easement in, over and upon all of the real estate and
property specifically described in said Petition, to wit:

The south 90 feet of that part of the southeast

quarter of Section 7, Town 4 South, Range 10 Zast, Brownstown Township, Wayne County, Michigan, described as beginning at a point on the south line of said section distant south 89 degrees 46 minutes 10 seconds that, 495.0 Meet from the southeast corner of section 7 and proceedir; thence south 83 degrees, 46 minutes, 10 seconds west along said south line 165.0 feet, thence north 3 degrees, 13 minutes. 50 seconds west 2363.68 feet, thence north 3x Cogrees, 47 minutes, 50 seconds cast, 256.55 feet, thence south 0 degrees, 13 mintues, 50 seconds Last 2553.13 feet of the point of beginning and Excepting therefrom the following described parcel: Land in the southeast quarter of Section 7, Town. 4 South, Range 16 East, Brown, own Township, Wayne County, Michigan, described as: Beginning at a point on the southeast line of Mich! gan Gas Transmission Company right-of-way, 345.32 feet north 89 degrees, 22 minutes, 19 seconds west and 92.55 feet south 40 degrees, 07 minutes, 21 seconds west from the east quarter corner of . Section 7. Town 4 South, Range 10 East, thence South 40 degrees, 02 minutes, 21 seconds west 256.55 feet along said Southeast line of Michigan Gas Transmission Company right-of-way: thence south 0 degrees, 00 minutes, 41 seconds west

for the purpose of laying, constructing, operating and maintaining the petroleum products pipeline of the Fetitioner, WOLVERINE PIPE LINE COMPANY, and its appurtenances and other accompositions in connection therewith, and that said Commissioners did ascertain and determine the just demages and compensation to be paid by said retitioner, for taking a right-of-way and essement in, over and upon said real estate and property, to each of the Respondents interested therein.

429.77 feet: thence south 89 degree: ... 59 minutes, 19 seconds east, 165 feet; thence north 0 degrees, 03 minutes 41 seconds east 626.22 feet to point

of beginning, containing 2.0000 acres.

And it further appearing to the court that said proceedings of the Cramissioners have been legal and according to law, after learing the attorneys for the respective parties, all of which appears in the records and files of this court, and no sufficient cause being shown to the contrary.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED by this court that the Report of the said action of the Commissioners in the premises to and the same is hereby in all respects ratified, approved and confirmed.

And the said Respondents by and through their attorney have stipulated on the record as to the nect sity to take for the use and purposes aforesaid a right-of-way and easement in, over and upon all the premises hereinbefore described, and that the total damages and complemention to be paid by the Petitioner therefor is the sum of One ThousandOne Hundred (\$1,108.00) Dollars, and the Commissioners having awarded said sum as follows:

To Velverie Hudson - One quarter thereof, or Two Hundred Seventy-five (\$275.01) Dollars:

To Mattie Wilson - One quarter thereof, or Two Hundred Seventyfive (3275.00) Pollars;

To Hosea E. Taylor, Jr. and June H. Taylor, his wife - One quarter thomach, or Two Hundred Seventy-five (\$275.00) Dollars:

To Elizabeth Statton - One quarter thereof, or Two Hundred Seventy-five (\$1:5.00) Dollars.

IT IS FURTHER ORDERED that WOLVERINE PIPE LINE COMPANY shail deposit forthwith with the clerk of this court checks payable in the . sounts aforesaid to the Respondents aforesaid.

If is further expered that wolverine pipe line company pay to John H. Roche of the law firm of travis, warren, naver and burcorne, attorney for all the above-named Respondents the sum of Seven hundred and ten (\$710.00) Dollars as a reasonable attorney's fee for his services on behalf of said Respondents, and the further cost of Five Hundred (\$500.00) Dollars, being the appraisal and witness expenses of said Respondents in said proceedings as ascertained by this court, and in case the said John M. Roche shall refuse the sum to be paid to him as aforesaid, said Wolverine pipe Line Company shall forthwith deposit said sum or sums with the clerk of this court, payable to the order of said John M. Roche and said Wolverine pipe Line Company shall also pay to the clerk of the court the sing of None, being all other court costs and expenses of said proceedings as ascertained by this court.

IT IS FURTHER ORDERED that upon payin; or depositing of said coneys as hereinbefore directed, and recording a certified copy of hais Crdar in the office of the Register of Deeds for the County of Wayne, State of Michigan, a right-of-way and easement in, over and upon the said premises hereinbefore described for the purpose of laying, constructing, maintaining and operating a petroleum products pipeline, which by the proceedings herein have then taken for the public use, shall yest in said WOLVERING PIPE LINE COMPANY.

Petitioner, its successors and assigns for the purposes retein described.

WINNERS STATES

Frank S. Szymanski, Probate Julia for Wayne County

Approved as to form and substance

TRAVIS, WARPEN, HAYER AND BURGOT .. &

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John H. Hoche

2966 Penobacot Building Detroit, Michigan 48226

965-3277

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After recording, return to a John A. Wise, Jr. 5 2400 Book Building Detroit, Hichigan 48226 1 962-0643

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#### EASEMENT FOR WATER MAIN

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WITHESSELL that the rold parties of the first part, for and in constderation of the sum of the Dellar and other valuable consistation to their is hand paid by the said party of the second part, the receipt schemof is here by conferred and anknowledge? do, hy three presents, great unto the said Party of the accord part, its audeargra, in an extension an examinent for the Parpose of screek to install and install water lines and connections and equipment therefor, or, unto and upon that certain piece or parent of land the usted in the Township of BRUbbellinh . County of Warne, and State of Michigan, to-wit: Said essement being it assement being <u>22</u> fr. wide. 27 ft. of: Stitthenfis no pt. iff, wide, and described as the MURTH ST.Y

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IN WITNESS WHEREOF, the maid parties of the first part have bereint det their hands and seals the day and year and bose written.

IN PRESENCE OF 1 4 ct ( 1 26 2860 3 SAMUELS, SIMMER

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LILLIAN MARCUS

STATE OF MICHIGAN 1 58 COUNTY OF WAYDE 1 58

MINNE SIMMER, Trustee for Joel Simmer, Mitchell Simmer and Lawrence Simmer.

I dev of \_ On this taw of March 1963, before me the subscriber, a Notary Public in and for eath County, personally appeared SY VIA KARABENIK and

MINNIE SIMMER, Trustee for the Jack Simmer, Mitchell Simmer and <u>ಓ- ಕರಕಾರ್ಯ ವಿಚರವಾದಕ</u>

to bue known to be the same parent a described in and who everthed the within Ingitioment, and who have acknowledged the same to un these free his any dee.

Morary Public, Navos County, Carbigan SAMUEL S. SIMMER

My commission expire :

SINE., DEC 18 4863 165 \_\$**5**355 - \* \$ RINGARD | YOUNGEROOD, Register of Deets MANARE LO MEN UN EL URIGHM

#### PIPE LINE EASEMENT AGREEMENT

THIS AGREEMENT dated Junuary , 1972, by and between B. H. DAWSON and WIMIFRED DAWSON, husband and wife, whose address is 875 W. Glengarry Circle, Birmingham, Michigan (herein called "GRANTOR", whether one or more) and WOLVERINE PIPE LINE COMPANY, a Delaware comporation, whose address is \$500 North Michigan Road, Indianapolis, Indiana, (herein called "GRANTEE").

GRANTOR, in consideration of One Hundred and no/100 (\$100,00) Dollars received and the agreements of GRANTEE set forth herein, hereby conveys and warrants to GRANTEE, its successors and assigns, the essenant and rights, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other substances, or any thereof, beneath the surface of the following described land situated in Wayne County, State of Richigan (herein called "Land"), to-wit:

The South 20 feet of that part of the S.E. 1/4 of Sec. 7, Town'4 South, Range 10 East, Brownstown Township, described as:

Beginning at a point on the South line of Sec. 7, discent H. 89° 59' 19" W.

330 Seet from the S.E. corner of Sec.

7, and proceeding thence along the South line of Sec. 7, H. 89° 59' 19"

W. 165.0 feet to a point; thence H.

0° 0' 41" W. 2559.13 feet to a point; thence N. 40° 02' 21" E. 92.55 feet to a point; thence S. 89° 22' 19" E.

105.52 feet to a point; thence S. 0° 0' 41" W. 2628.50 feet to the joint of heginning, excepting therefrom the S. 50 feet to be reserved for toad purposes, and except the E. 50 feet of the point.

MAYNE COUNTY, MCMALE COME

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together with rights of ingress and egress to and from such pipe line or lines (or any of them) for the nibresaid purposes over the land described in the above easement only (hereby releasing and waiving dower and all rights under and by virtue of the homestead exemption laws of Michigan, but subject always to existing casements, building and use restrictions, zoning ordinances and the rights of the public in and to any or all of the foregoing premises for roadway purposes or otherwise and those terms and conditions hereinafter set forth.

GRANTOR further does quit claim unto GRANTEE an easoment for the aforessid purposes over any land adjoining the above
described premises which lies in King Boad, provided, newover,
that the easement right granted under this Paragraph is without
any warranty or representation whatsoever as to GRANTOR'S rights
or title thereto.

TO HAVE AND TO HOLD such easement and rights unto GRANTEE, its successors and assigns, forever.

GRANTOR shall have the right to use and fully enjoy the LAND, except as to the easements and rights hereby granted, and except that GRANTOR shall never install or erect any permahent structures within the above described easements, provided that, subdivision entraces way comments, lighting, signs, landscaping, orthogental brick of concrete walls and such other similar structures as may be permitted by appropriate governmental buthority shall not be deemed to be permanent structures and prohibited bereunder.

Any change in the condition of the LAND which is the subject of these easements and including any change in the condition of any land or structures wheresoever located that are affected by GRANTEE'S use of the easements granted hereunder shall be restored by GRANTEE as near as reasonably practicable to the same condition which existed immediately prior to such change. Such restoration shall be completed within forty-five (45) days next following the occurrence of that event causing such changed condition.

not be greater than sixteen (16) inches in diameter and shall be laid on a route under the above described premises selected by GRANTEE, but in no event shall such pipe be laid north of a line 65 feet north of and parallel to the south line of Sections 7 as aforesaid and the said pipe line shall be buried to that depth required by the appropriate governmental authority. Any pipe line after the initial one shall be said generally parallel therewith and adjacent thereto; and for each such additional line GRANTEE shall pay to GRANTOR an additional consideration equal to the consideration first herein specified.

CRANTOR and GRANTEE concerning the subject matter hereof, including the consideration paid or to be paid in connection herewith.

The examents and rights hereby granted shall be assignable by GRANTEE in whole or in part; and they, as well as the covenants herein, shall bind and ingre to the benefit of the heirs, estates, successors and assigns of GRANTEE.

GRANTOR represents that the Land is not either wholly or partly subject to any encumberance, lease or tenancy of any character, or in possession of, or occupied or farmed by, any person or persons other than GRANTOR, except as follows:

Nove

Alpine-featey Company 10400-Ecorse Road-Taylor; Michigan



GRANTON retains the right to cross the easement area with utilities and streets and roads (both paved and otherwise). In the installation or maintenance of said utilities and roadways across the easements granted nereunder, GRANTOR shall use reasonable care but shall not be under any further duty with regard to said pipe line other than the giving of notice to the GRANTER of GRANTOR'S intent to commence the installation or repair of the same.

No part of GRANTEE'S pipe installation or other use of the above easements shall be above the surface of the ground excepting that GRANTEE shall have the right to place not more than one (1) appropriate and customary markers indicating the presence of the pipe line below the ground's surface.

GRANTEE shall, upon request of GRANTOR, join in the execution of any instruments necessary of partaining to the planning, platting or subdividing of GRANTOR'S premises of which the easements are a part, providing that those rights granted to GRANTOR herein shall not be materially altered.

The execution of this Agreement by the GRANTEE has been duly authorized by the By-Lews and Board of Directors of GRANTEE.

EXECUTED AND DELIVERED BY GRANTOR on the date first herein specified.

itnesses:		
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Colory R. Addies I	Winifred Dawson	•
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# VEGETATION MANAGEMENT EASEMENT AND AGREEMENT

On Occasion, 20/5, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent non-exclusive easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

**Grantor** is: Fritz Enterprises, Inc., a Michigan corporation, whose address is 1650 W. Jefferson Ave., Trenton, Michigan 48183.

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

**Grantor's Land** is located in the Township of Brownstown, County of Wayne and State of Michigan and is described in Exhibit A, attached hereto.

More commonly known as: 19958 Telegraph Rd.

Parcel ID: 70-026-99-0001-000

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

The Easement Strip is described in attached Exhibit A.

1. Purpose: Grantee shall have the perpetual, non-exclusive right to enter upon the Easement Strip at all times during normal business hours, except in the case of responding to an emergency concerning the transmission lines lying within the Easement Strip, and in accordance with then federal, state or local best management practices ("Best Management Practices") for utility rights of way to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush, except for Phragmites or wetland plants, or endangered or threatened species, now or hereafter standing or growing within the Easement Strip. Grantee agrees that it will not use any pesticides or chemicals in exercising the foregoing rights. Grantee agrees that it will not disturb wetlands, wetland plants, water runoff or drainage control systems constructed by Grantor now or in the future. Absent an emergency about which Grantee shall provide e-mail written notice to Grantor at e-mail addresses provided by Grantor to Grantee, any of the foregoing activities may be conducted by Grantee only following 30 days prior written notice to Grantor indicating that in accordance with then Best Management Practices for utility rights of way the foregoing activity to be conducted within the Easement Strip and the date(s), weather permitting, on which Grantee shall conduct the permitted activities. In performing said work,

Grantee shall employ the then Best Management Practices for utility rights of way and shall follow all state or local environmental requirements in conducting the foregoing activity.

- 2. Restoration: Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up and remove from the Easement Strip all debris, and vegetative growth cut, trimmed, destroyed or otherwise controlled by Grantee under paragraph 1, above, in accordance with the then Best Management Practices for utility rights of way. Grantee shall not leave any construction vehicles or equipment on the Easement Strip after 5:00 pm on any day. Grantee or any of its employees or contractors shall contact Grantor's security officer at such telephone numbers as are provided by Grantor from time to time prior to Grantee's or Grantee's employee's or contractor's entry upon the Easement Strip.
- 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. Grantee, by acceptance and exercise of this Easement grant, hereby agrees to indemnify, defend and hold harmless Grantor, its successors, assigns, agents and employees ("indemnified Parties") from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, costs and expenses, including reasonable attorneys' fees and actual expert witnesses' fees, paid or incurred by any of the Indemnified Parties for: (a) any damage to Grantor's Land or the Easement Strip including damage to improvements, wetlands or surface or subsurface water drainage or flow features located thereon, and any damages resulting from costs incurred in responding to any regulatory action, or remediation response required by any governmental agency with respect to the discharge to the surface or ground water of Grantor's Lands, or the Easement Strip or release upon or from Grantor's Land or the Easement Strip of any hazardous substance regulated under federal or Michigan law brought to Grantor's Land or the Easement Strip by Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee or through other consent of the Grantee relative to this Easement grant, and (b) damages to persons or property resulting from or incident to any negligent act, intentional tortious act or omission of Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee relative to this Easement grant; provided, however, Grantee shall not be liable for the negligent acts or omissions of Grantor, its successors, assigns, agents, guests, licensees, invitees, employees or contractors.
- 5. Original Grant of Easement: Nothing contained in this Easement shall be construed as releasing, impairing or enlarging any existing easement rights granted to The Detroit Edison Company, and assigned to Grantee by way of the partial assignment(s) from the Detroit Edison Company to the Grantee dated December 5, 2000, July 24, 2014, and/or December 18, 2015 (collectively "Prior Easement Rights"). The easement rights herein granted to Grantee are independent of the Prior Easement Rights and do not confer any additional rights in favor of the Detroit Edison Company.
- **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's signature and acknowledgement appear on the following page.)

#### GRANTOR

Fritz Enterprises, Inc.

William L. Elson
Senior Vice President

Acknowledged before me in Oakland County, Michigan, on this 30 day of December, 20 by William L. Elson, Senior Vice President, on behalf of Fritz

Enterprises, Inc., a Michigan corporation.

Bryan Melvin III
Notary Public, Wayne County, Mi.
Acting in Control County, MI
My Commission Expires: 2/5/2017

\_\_\_\_\_, Notary Public \_\_\_\_\_\_ County, Michigan

Acting in \_\_\_\_\_ County, Michigan

My Commission Expires \_\_\_\_\_

(Grantee's signature and acknowledgement appear on the following page.)

#### **GRANTEE**

International Transmission Company, a Michigan corporation, d/b/a ITC *Transmission* 

By: ITC Holdings Corp., a Michigan corporation, its sole owner

Matthew S. Carstens,

Vice President & General Counsel -

**Utility Operations** 

Acknowledged before me in Oakland County, Michigan, on this Adha day of Necessber, 2015, by Matthew S. Carstens, Vice President and General Counsel-Utility Operations, of ITC Holdings Corp., a Michigan corporation, the Sole Owner of International Transmission Company, a Michigan corporation.

CYNTHIA ALAIN

NOTARY PUBLIC, STATE OF ME
COUNTY OF CAICAND

MY COMMASSION EXPIRES SEED 19, 2021

ACTING IN COUNTY OF GA Klarel

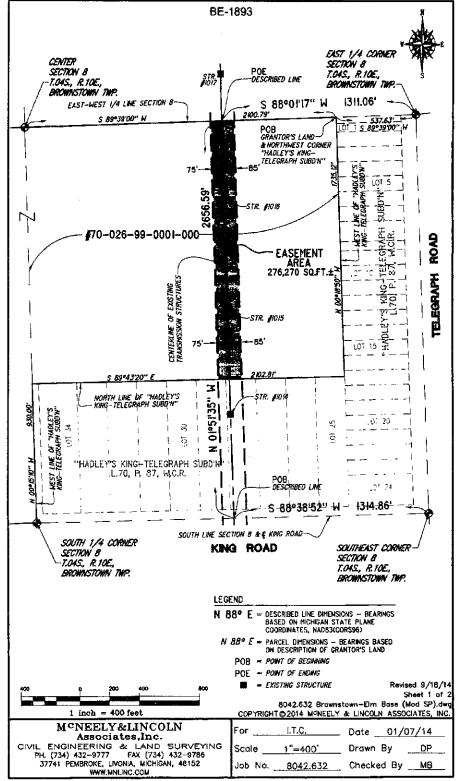
Cynthia Hain Notary Public

County, Michigan

Acting in Oakland County, Michigan

My Commission Expires 9 19 2021

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



#### BE-1893

#### GRANTOR'S LAND - PART OF:

Land in the Township of Brownstown, County of Wayne, State of Michigan, being more particularly described

Land in the South 1/2 of Section 8, Brownstown Township, Wayne County, Michigan, described as: Beginning at a point in the East and West line of Section 8, Town 4 South, Range 10 East, distant 537.63 feet, South 89 degrees 39 minutes 00 seconds West from the East 1/4 corner of said Section 8, which point is also

(part of Warranty Deed recorded in Liber 23595, Page 633, W.C.R.)

South 89 degrees 39 minutes 00 seconds West from the East 1/4 corner or said Section 8, which point is also the Northwest comer of "Hadley's King-Telegraph Subdivision"; thence South 89 degrees 39 minutes 00 seconds West, 2100.79 feet; thence South 89 degrees 47 minutes 12 seconds West, 261.31 feet; thence South 89 degrees 67 minutes 19 seconds East, 2628.17 feet to the Southwest comer of said Section 8; thence South 89 degrees 59 minutes 49 seconds East along the South line of said Section 8, 2573.15 feet; thence North 00 degrees 15 minutes 10 seconds West, 930.00 feet, along the West line of "Hadley's King-Telegraph Subdivision". Telegraph Subdivision\*;

thence South 89 degrees 43 minutes 20 seconds East, 2102.81 feet along the North line of "Hadley's King-Telegraph Subdivision\*:

thence North 00 degrees 18 minutes 50 seconds West, 1735.12 feet along the West line of "Hadley's King-Telegraph Subdivision" to the Point of Beginning.

Commonly known as: 19958 Telegraph Road Tax Parcel ID: 70-026-99-0001-000

#### EASEMENT DESCRIPTION

All that part of the above described Grantor's Land which lies Easterly of a line seventy-five (75.00) feet Westerly of and parallel with the following described line, and which lies Westerly of a line eighty-five (85.00) feet Easterly of and parallel with the following described line:

Commencing at the Southeast corner of Section 8, Town 4 South, Range 10 East, Brownstown Township, Wayne County, Michigan;

thence South 88 degrees 38 minutes 52 seconds West, along the South line of Section 8 and the centerline of King Road, 1314.86 feet to the Point of Baginning of said line;

thence North 01 degree 51 minutes 35 seconds West 2656,59 feet to the Point of Ending of said line, said point lying distant South 88 degrees 01 minute 17 seconds West, along the East-West 1/4 line of Section 8, 1311.06 feet from the East 1/4 corner of Section 8.

The side lines 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.

Revised 9/18/14

Sheet 2 of 2 8042.632 Brownstown-Elm Base (Mod SP).dwg COPYRIGHT @ 2014 MONEELY & LINCOLN ASSOCIATES, INC.

MCNEELY&LINCOLN Associates,Inc.

CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LYONIA, MICHIGAN, 48152 WWW.MNLINC.COM

For I.T.C. \_ Date \_01/07/14 Scale \_ N/A Drawn By Job No. <u>8042.632</u> Checked By <u>MB</u>

Structures #1014 - #1017

2 of 2

17+34

Bernard J. Youngblood Wayne County Register of Deeds 2016013367 L: 52663 P: 1172 01/12/2016 12:34 PM ERS TOTAL Pages: 6

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2834

# VEGETATION MANAGEMENT EASEMENT AND AGREEMENT

On <u>December 50</u>, 20/5, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent non-exclusive easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

**Grantor** is: Fritz Enterprises, Inc., a Michigan corporation, whose address is 1650 W. Jefferson Ave., Trenton, Michigan 48183.

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

**Grantor's Land** is located in the Township of Brownstown, County of Wayne and State of Michigan and is described in Exhibit A, attached hereto.

More commonly known as: No # King Rd.

Parcel ID: 70-026-01-0029-002

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

The Easement Strip is described in attached Exhibit A.

1. Purpose: Grantee shall have the perpetual, non-exclusive right to enter upon the Easement Strip at all times during normal business hours, except in the case of responding to an emergency concerning the transmission lines lying within the Easement Strip, and in accordance with then federal, state or local best management practices ("Best Management Practices") for utility rights of way to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush, except for Phragmites or wetland plants, or endangered or threatened species, now or hereafter standing or growing within the Easement Strip. Grantee agrees that it will not use any pesticides or chemicals in exercising the foregoing rights. Grantee agrees that it will not disturb wetlands, wetland plants, water runoff or drainage control systems constructed by Grantor now or in the future. Absent an emergency about which Grantee shall provide e-mail written notice to Grantor at e-mail addresses provided by Grantor to Grantee, any of the foregoing activities may be conducted by Grantee only following 30 days prior written notice to Grantor indicating that in accordance with then Best Management Practices for utility rights of way the foregoing activity to be conducted within the Easement Strip and the date(s), weather permitting, on which Grantee shall conduct the permitted activities. In performing said work,

Grantee shall employ the then Best Management Practices for utility rights of way and shall follow all state or local environmental requirements in conducting the foregoing activity.

- 2. Restoration: Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up and remove from the Easement Strip all debris, and vegetative growth cut, trimmed, destroyed or otherwise controlled by Grantee under paragraph 1, above, in accordance with the then Best Management Practices for utility rights of way. Grantee shall not leave any construction vehicles or equipment on the Easement Strip after 5:00 pm on any day. Grantee or any of its employees or contractors shall contact Grantor's security officer at such telephone numbers as are provided by Grantor from time to time prior to Grantee's or Grantee's employee's or contractor's entry upon the Easement Strip.
- 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. Grantee, by acceptance and exercise of this Easement grant, hereby agrees to indemnify, defend and hold harmless Grantor, its successors, assigns, agents and employees ("Indemnified Parties") from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, costs and expenses, including reasonable attorneys' fees and actual expert witnesses' fees, paid or incurred by any of the Indemnified Parties for: (a) any damage to Grantor's Land or the Easement Strip including damage to improvements, wetlands or surface or subsurface water drainage or flow features located thereon, and any damages resulting from costs incurred in responding to any regulatory action, or remediation response required by any governmental agency with respect to the discharge to the surface or ground water of Grantor's Lands, or the Easement Strip or release upon or from Grantor's Land or the Easement Strip of any hazardous substance regulated under federal or Michigan law brought to Grantor's Land or the Easement Strip by Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee or through other consent of the Grantee relative to this Easement grant, and (b) damages to persons or property resulting from or incident to any negligent act, intentional tortious act or omission of Grantee, its successors. assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee relative to this Easement grant; provided, however, Grantee shall not be liable for the negligent acts or omissions of Grantor, its successors, assigns, agents, guests, licensees, invitees, employees or contractors.
- 5. Original Grant of Easement: Nothing contained in this Easement shall be construed as releasing, impairing or enlarging any existing easement rights granted to The Detroit Edison Company, and assigned to Grantee by way of the partial assignment(s) from the Detroit Edison Company to the Grantee dated December 5, 2000, July 24, 2014, and/or December 18, 2015 (collectively "Prior Easement Rights"). The easement rights herein granted to Grantee are independent of the Prior Easement Rights and do not confer any additional rights in favor of the Detroit Edison Company.
- **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's signature and acknowledgement appear on the following page.)

#### **GRANTOR**

Fritz Enterprises, Inc.

By: William L. Elson

Senior Vice President

County Michigan on this 30

Acknowledged before me in <u>Darland</u> County, Michigan, on this <u>30</u> day of <u>December</u>, 20/5 by William L. Elson, Senior Vice President, on behalf of Fritz Enterprises, Inc., a Michigan corporation.

Bryan Melvin III
Notary Public, Wayne County, Mi.
Acting in Oc (\$\langle (acre County, Mi)
My Commission Expires: 2/5/2017

Notary Public
County, Michigan
Acting in \_\_\_\_\_ County, Michigan
My Commission Expires \_\_\_\_\_

(Grantee's signature and acknowledgement appear on the following page.)

#### **GRANTEE**

International Transmission Company, a Michigan corporation, d/b/a ITC *Transmission* 

By: ITC Holdings Corp., a Michigan corporation, its sole owner

Matthew S. Carstens,

Vice President & General Counsel --Utility Operations

Acknowledged before me in Oakland County, Michigan, on this <u>John day of <u>December</u>, 20.15, by Matthew S. Carstens, Vice President and General Counsel-Utility Operations, of ITC Holdings Corp., a Michigan corporation, the Sole Owner of International Transmission Company, a Michigan corporation.</u>

CYNTHA ALAIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPRES Sep 19, 2021
ACTING IN COUNTY OF OAKLAND

Cynthia Alain , Notary Public

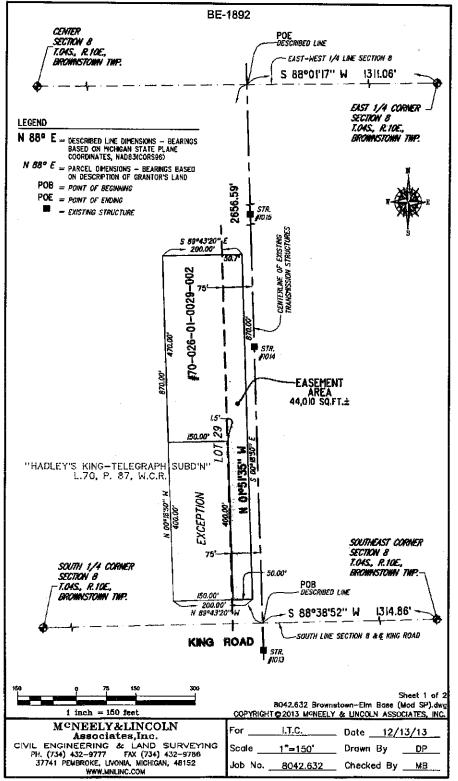
Cynthia Alain , Notary Public

Cakland County, Michigan

Acting in Oakland County, Michigan

My Commission Expires 9/19/2021

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



BE-1892

#### **GRANTOR'S LAND**

Land in the Township of Brownstown, County of Wayne, State of Michigan being more particularly described

Lot 29, except the West 150 feet of the South 400 feet thereof, Hadley's King-Telegraph Subdivision, as recorded in Liber 70, Page 87 of Plats, Wayne County Records.

(Warranty Deed, Liber 23595, Page 633, W.C.R.)

Commonly known as: No # King Road Tax Parcel ID: 70-026-01-0029-002

#### **EASEMENT DESCRIPTION**

All that part of the above described Grantor's Land which lies Easterly of a line seventy-five (75.00) feet Westerly of and parallel with the following described line:

Commencing at the Southeast corner of Section 8, Town 4 South, Range 10 East, Brownstown Township, Wayne County, Michigan;

thence South 88 degrees 38 minutes 52 seconds West, along the South line of Section 8 and the centerline of

King Road, 1314.86 feet to the Point of Beginning of said line; thence North 01 degree 51 minutes 35 seconds West 2656.59 feet to the Point of Ending of said line, said point lying distant South 88 degrees 01 minute 17 seconds West, along the East-West 1/4 line of Section 8, 1311.06 feet from the East 1/4 corner of Section 8.

The side lines 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.

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8042.632 Brawnstown-Eim Bose (Mod SP).dwc COPYRIGHT © 2013 MCNEELY & LINCOLN ASSOCIATES, INC.

MCNEELY&LINCOLN

ABSOCIATES,INC.
CIVIL ENGINEERING & LAND SURVEYING
PH. (734) 432-9786
37741 PEMBROKE, LYONA, MICHIGAN, 48152
WWW.MNLINC.COM

For \_ I.T.C. \_\_ Date <u>12/13/13</u> N/A Drawn By \_\_DP Scale Job No. <u>8042.632</u> Checked By <u>MB</u>

Structures #1013 - #1015

#### PILE LINE C'SCARNE ACREFMENT

THIS ACREEMENT dated January, 1972, by and between N. M. DANSON and WINIFRED DAWSON, husband and wire, whose address is 875 W. Glengarry Circle, Birmingham, Michigan (herein called "GRANTOR", whother '''' a management of the COMPANY.

a Deliware corporation, whose address is 8500 North Michigan Road, Indianapolis, Indiana, (Herei: called "GRANTER").

GRANICR, in consider tion of FIVE THOUSAND NINE HUNDRED FIFTY
AND NO/100 (55,950,00) ELLARS received and the agreements of GRANIEE
set torth herein, hereby concess and warrant to GRANIEE, its successors and assigns, the easement and rights, from time to time, to lay,
construct, reconstruct, replace, renew, operate, maintain, repair,
change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other
substances, or any thereof, beneath the surface of the following described land situated in Wayne County, State of Michigan (herein called "Land"), to-wit:

Land in the Township of Brownstown, County of Wayne and State of Michigan described as land in the South 1/2 of Section 8, Town 4 South, Range 10 East described as:

The South 20 feet of Lot 26 except ti Sant 75 feet thereof, and of Lot 29 except the West 150 feet thereof, and of Lots 30, 31, 32, 33 and 34 and of the adjacent vacated East 43 feet of West-Jake Powd of hadley's King-Telegraph Subdivisions

and

Beginning at a point located North 1 degree 57 m-nutes 19 seconds We\_1 80 feet from the South-west corner of said Section 8 and running thence South 1 degree 57 minutes 19 seconds East 80 feet, thence along the wouth line of said Section South 89 degrees 59 min tes 49 seconds East, 2,573.15 feet more or located Westlake Road, thence North 0 degrees 15 minutes 10 seconds West 80 feet, thence North 89 degrees 59 minutes 49 a conds West 2,5,3,15 feet more or less to the point or beginning.

//) | | • |

Ricyler of Hoods

together with rights of (Agrees and egrees to one from each pipe line or lines (or any of tone) for the aforesaid purposes over the land described in the above essented only (beredy releasing and maising dower and a! rights under and by virtue of the homester' exception laws of Mi\_higan, but subject always to existing earments, building and maintains. coming ordinances and the rights of the public in and to any or all of the foreowing premises for readway purposes or o't wise and those terms and conditions hereinalter are forth.

GRANTOR further dows out risin unto GRANTEE an easer-mt for the aforesaid purposes over any land adjoining the above described premises which lies in King Road, provided, however, that the easement right granted under this Pazegraph is without any we remty or representation whatsoever as to GRANTOR'S, tights or title thereto.

TO HAVE AND TO HOLD Fich essement and rights unto CRAFTEE, its successor, and assigns, forever.

GRANTOR shall have the right to use and fully among the LAMP, except as to the ease onts and right, hereby granted, and except that GRANTOR shall never install or erect may permanent structures within the about described esaments, provided that, subdivisi a entrance way nonuments, lighting, signs, landwcaping, ornamental brick as concrete walks and such ther similar structures as may be percitted by appropriate governmental authority shall not be deemed to be permanent structures and prohibited becomes.

Any change in the condition of the LARE thich is the subject of these east tents and including any change in the condition of any land or structures wheresoever located that are affected by GRANTET'S use of the easements granted hereunous shall be restored by GRANTER as near as reasonably; facticable to the same condition which existed immediately prior to such change. Such restoration shall be completed within facty-five ("5) days pext following the occurrence of that event causing such chanced condition.

ALL PIPE laid to provided because by GRANTEE shall not be greater than sixteen (10) inches in diameter and shall be laid on a route under the above described premises selected by GRANTEE, but in me event shall such pipe be laid north of a link 65 feet north of and parallel to the routh line of Sections 7 and 8 as aforesaid and the said pipe line shall be buried to that depth required by the appropriate governmental authority. Any pipe line after the initial one shall be laid generally par led therewith and adjacent thereto; and for each such auditional line GRANTEE shall pay to GRANTOR an additional consideration equal to the consideration first by ain specified.

THIS INSTRUMENT embraces the entire agreement between GRANTCH and GRANTEE concerning the subject matter hereof, including the consideration paid or to be paid in connection heresith. The easements and rights hereby granted shall be assignable by CRANTEE in whole or in part; and they, as well as the covenants herein, shall bind and innite to the benefit of "he helfs, or live covenants as as igns of GRANTEE, and the successors and rasigns of GRANTEE,

GRANTOR represents that the Land is not either willly or partly subject to any ectuaberance, lease or tenancy of any character, or in presession of, or occupied of farmed by, any payson or persons other than GRANTOR, except as follows:

Boral Properties, Inc. 26111 Evergreen Road Southfield, hichigan

GRANTER retains the right to cross the easement area with utilities and streets and roads (both paved and otherwise). In the installation or maintenance of said utilities and roadways across the easements granted hereunder, GRANTOR shall use reasonable care but shall not be under any further duty with regard to said pipe line other than the giving of morice to the GRANTEE of GRANTOR'S intent to commence the in-tallation of repair of the said.

No part of GRANTEI'S pipe installation or essements shall be above the surface of the ground excepting that GRANTEE shall have the right to place not more than three (3) appropriate and customary me turn, indicating the presence of the pape lime below the "round's surface.

GRANTEE shall, mpon request of GRANTOR, join in the execution of Any instruments necessary or pertaining to the planning, platting or subdividing of GL. STOR'S premises of which the measures are a part, providing that those rightr granted to GRAK "S becein shell not be materially altered.

The execution of this Agreement by the GRANTER has ween duly author rized by the By-Laws and Board or Directors of GRANTER.

EXECUTED AND DELIVERED BY GRANTOR FOr the date first herein specifie

Michael France	H. N. DANSIN WINIFRED BANSON	1 Dawson
	GANTEE:	
A Stepman	BY: HATTE	and compacts
	Ite Tressure.	

The undersigned, for an adequate and valuable consideration, became by consents to the foregoing Easement Agreement and joins in the execution hereof for the purpose of encumbering any right, title or interest . which the undersigned may now have or hereafter acquire in and to the subject premises

Li17990 3 98

the foregoing instrument was acknowledged before me this flat day of Jamesry: 1972 by H. 1. DAUGON and WINTENSP DANSON, his wife.

luce, x

Notary Public, Cakland Co., Michigan ission regires: Juma 14, 19

STATE OF RECEIOAN COUNTY OF SA

On this 24 6 day of January, '972, before me, a Notary Public in and for said County, personally appeared SAMFORD WARD and WILLIAM APLER to me personally known, who, being by me dwiy sworn, did each for himself say that they are respectively the President and Secretary of DORAL PROPERTIES, INC., the corporation neared in and which executed the within instrument, and that the officed to said instrumet is 'he corporate scal of said amporation, and that said instrument was signed and sealed in behalf of daid corporation by authority of its board of directors; and said SANFORS Wake and WILLIAM ADLER action ledged sold instrument to be the free act and deed of smid corporatios.

> Motary Public, Wayne County, Michigan my commission expires:

> > a berud quick Motory Peblic, Macomb County, Mich. Acting L. Wayne County, Mich. ly Commission Expires Is. 18, 1975 DAKLAND GC

THUMBIT WAY, THE PARTY

RETURN TO S. WOLVERINE, PIPE LINE CO. INDIANAPOLIS, IND. 46268

HOUSTON, 10XAS 77002

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Dias, Detroit 

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Dated. Jan. 9, 1836. Con \$65.

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operate, repair, replace, change the mize of and remove a pipe line, tomether with valves and other necessary appurtanences on a certain 40 acre track of lend, situate in Sect No 8 Twp 4 37 lo E Drownstown Two work bounded as follows: First parties do beroby grant to second party the right to the N by Public Boad

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of Michael Reide

pay any demogra watch may arise to crops and matriculating, repairing, replacing, operating not to interfere with the ouldivation of boreinbefore greated grantor to fully use 1 to the right of lagrage and the S by the said and unjoy the i Edw. & Clere Michaels Barker Resity Shares, Ins. egrees to and from the como; the ATOS . Ï except for the

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to the condition and the transfer of the gradity of the e Delaware Cost. First parties do hereby grap

suggester and seatons, the right to lay, maintain, operate, its grantess, replace, change the sime of, and remove a place time, together at a value and other necessary appartenances, on a certain life abre tract of laid ultimate in Sea. 17, Ter. 4 S. N. 10 E. in Brownstown Tep, SCM, bounder

On the N. by lands of Stanley & Julie Kopku; Frenk Fulcy; Julie M. Berker; Alex J. Brighton; Edw. & Olare Michaels.

In the E. by lands of Berker Realty Shares, Inc.
Co the S. by lands of Newman Development Co. A. Konsrein; se rollows

O. Campbell.

On the W. by Lands of Frederick Knope.

the said Grantor to fully use and enjoy the said presises, except for the purpose hereinbefore granted to the said Grantes. Said pipe to be buried so as not us interfere with the cultivation of the land, and said said with the right of ingress and egress to and from the easter THE TOTAL TO THE PROPERTY OF THE PARTY OF TH 福田本公司 点。 (2) (2) (2) (2) (2) (2) (3) らい 金数

Reg. No. C 235193 File # D11977./ No.

Dated Aug. 4, 1924

In the matter of the application of the Pennsylwania-Detroit Railroad Company for cuthority to consolidate with the Cincinnati, Lebenon & Northern Railway Company, The Cleveland, Akron and Cincinnati Reilway Company, The Toledo, Columbus and Chio River Railroad Company, The Manufacturers Railway Company, The Manufacturers Railway Company, into the Remaylvania, Chio and Detroit Railroad Company, and for approval of the Agreement of Consolidation therefor.

Rec'd. Mar. 25, 1937 11:43 at.

State of Michigan before the Michigan Public Utilities Commission.

In this metter the Pennsylvenia Detroit Railroad Company, having on Aug. 2, 1924, filed an application herein showing that on June 7, 1924, the Pennsylvenia-Detroit Railroad Company, The Cincinnati, Lebanon & Northern Railway Company, the Clevelang, Akton and Cincinnational Sailway Company, The Toledo,

Columbus and Chio River Reilrose Company and The Manufacturers Reilray Dompany enterial into a certain written agreement providing for the consolidation of ledge companies into a new corp. to be known as The Penisylvania, Chio and Detroit Reilroad Company, which said egreement has been executed by the officers and directors of the respective companies therein named, and has been duly senctioned, retified and confirmed by the stockholders and directors of the Panisylvania-Detroit Reilroad

Dompany examples oully called for such purpose on proper notice one in dontormity with the status of Michigan applied the thereto: And the fi pet c application being ecompenies with alle original executed appearant or Consolideries refurred to for our exumination and certified colles of the Secretary's minutes of a medical meeting of the stockholcers of the Fennsylvenia-Catrolic Reilrord Company held May 20, 1984, and prooff of jour incortain of a notice of such meeting and a centificate of the Degregary of the Pennsylvania-Detroit Mailroad Company relation to a meet the for the Busine of Directors held Feb. 277 1974, with recerepos to resolutions of the enic ident, concerning the said proposed consult sution. from which it emeans that the regularements of Bed. 8623 of the lichardo Compiled Lows of 1915 have been complied with, and a certificate of the Socketany news orlysty of the Cincilnetia Debenon & Northern & Reilyon Company, The Toleco, Jolumbus end Ohio River Reilroad Company, The Wenut ecturers Reilray Company out The Cel Cland, Akron and Cinci morti Rollway Company that the meetings of their Boards of Directors and excekhol dered to consider and approve such proposed opnselidation god ? chocure the legicement therefor were outled and held in compliance with all legal reducts. And it are Pennsylvenia - De troit Railroad Company

is a lich. Forp, whose railroad is located and operated in Lichican in the Counties of wayne and Monroe, and that it has through tracking rights over other lines to the Opty of Toledo, Chio, and has and operates a through line of reliroad for the movement of the tracking Chap, which will be the contract of the Chap, the movement of the tracking Chap, the contract of the The Chap, the contract of the The Chap, the

Lebenon & for there hellway Company, The Cleveland, Akron and Clacimati Rellway Company, The Toledo, Commons and Onto Miver Reilroad Company and The Configeturers Reilway Company, respectively, ere Onio Company, idls owning rathroad located and operated in the State of x Obio, and that the sold meigrouss, parties to the seld agreement of Consolidation, are not parallel or competing lines but are directly connected with and poretitute a part of the Rennsylvenia Reilroad System, and that said rolanoses to be consolidated eather directly or through trackage regate over other reilroses form continuous and connecting lines for the possale of cars and trains without breack or interruption in the transportation of persons and property, and that such consolidation is and will be beneficial to and in the public interest and that the proposed consolidation and weresent therefor is, and will be in conformity with, the constitution one statutes or the State or Michigani-

Now, Therefore, by virtue of the power and suthority verted in this Commission under the provisions of Sec. Els? and ESD4 of the Compiled Leve of 1915 of the State of Michigan, and the amendments thereto, It is

Horeby Creerec,

The t the egregation Consolidation entered into by the Jeinstinvenie-Detroit Reillroad Company, The Cincinnett, Lebenon & Northern Reil way Company, the Cincinnett Hellway Company, the Toleco, Columbus End Chio Miver Edilroed Company and The Landiacturers Railwey Company on June 2, 1964, Suthorized by the stockholders of the Pennsylvanic-Detroit Railrond Company May 20, 1964, be, and the some 18 hereby poproved, and thet upon filling a suplicate of such Articles or Consolidation in the effice of the Secretary of Little of Mey Tong Pontional verse - Letroit Lettened Company affall to hear of and coneditional with the Clabsonett, Lebeson & Morthern Hallway Company, The Charlest Contact. ARTON The Fire I down in Rollings Torrory, The Toledo Columnus and Chief High selection resignation to the recent of provided for in the end delicated To be known by the componed band. The Remneyl viole, Chio bac boxest to Consolian sicqualy be cerrick and ottoct he provided therein when his accordance which the lemb meloting ito composition of mailroad composiations within the Stove of Michigen.

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AFFIDAVIT AND NOTICE OF LOCATION PANHANDLE EASTERN PIPE LINE COMPANY FACILITIES WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN

COUNTY OF LIVINGSTON

NOTARY PUBLIC in BEFORE ME, THE UNDERSIGNED Livingston County, State of Michigan, personally appeared Charles E. Gregg, who, having first been duly sworn by me, deposes and says upon his oath as follows:

"My name is Charles E. Gregg. I am a resident of Livingston County, Michigan, and I am employed by PANHANDLE EASTERN PIPE LINE COMPANY (hereinafter "PANHANDLE") in its Howell, Michigan, office and my title is Area Superintendent. In my capacity as Area Superintendent for PANHANDLE, I have supervisory responsibility for all PANHANDLE pipeline facilities' and operations in the State of Michigan, including Wayne County, Michigan, and am personally familiar with the location and nature of PANHANDLE's pipeline facilities throughout the State of Michigan, including those located and situated in Wayne County. There are attached to facilities throughout the State of Michigan, including those located and situated in Wayne County. There are attached to this AFFIDAVIT AND NOTICE a map of PANHANDLE's pipeline facilities in Wayne County, Michigan, together with a list or schedule of the governmental sections, townships and ranges traversed by said facilities. Said map and list or schedule are accurate and complete depictions of the governmental sections, townships and ranges in which such facilities are located facilities are located.

More particular and precise information regarding the location of particular portions of these facilities may be obtained by contacting the affiant or his successor at:

PANHANDLE EASTERN PIPE LINE COMPANY 3990 CROOKED LAKE ROAD HOWELL, MICHIGAN 48843

TELEPHONE: (517) 546-4770

This AFFIDAVIT AND NOTICE OF LOCATION is made for the purpose of giving notice of the general location of PANHANDLE's pipeline facilities in the interest of public safety and is not to be construed as any concession or conclusion that PANHANDLE is required to make such a filing as a public utility in the State of Michigan pursuant to P. A. 1974, No. 53, & 4 Eff. April 1, 1975-8460.704 or that its rights and interests arising pursuant to the terms of sundry rights and interests arising pursuant to the terms of sundry Right of Way Grants or other instruments of conveyance of record creating, conveying or assigning such rights and

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interests are in any way diminished, extinguished or altered by the terms of the Marketable Record Title Act to Interest in Land, Act 200, 1945, p. 267; eff. September 6 and as set out in \$26.1279, or otherwise.

THE MAPS AND SCHEDULES ATTACHED HERETO ARE FOR GENERAL INFORMATION AND NOTICE OF LOCATION ONLY AND MUST NOT BE RELIED UPON FOR PURPOSES OF CONDUCTING ANY DIGGING. EXCAVATING, BLASTING, BUILDING OR ANY OTHER TYPE OF COMMENCENTS OF CONDUCTION OF THE OFFICIAL OR ANY DESCRIPTION OF THE OFFICE OF COMMENTS. EXCAVATING, BLASTING, BUILDING OR ANY OTHER TYPE OF CONSTRUCTION OR ANY EARTH MOVING ACTIVITY IN THE VICINITY OF SAID PIPELINES OR ANY RELATED FACILITIES. IF ANY SUCH ACTIVITES ARE PLANNED, THE MICHIGAN "MISS DIG" PROGRAM SHOULD BE CONTACTED AT (800) 482-7171 PRIOR TO THE COMMENCEMENT OF ANY SUCH ACTIVITY.

This AFFIDAVIT AND NOTICE OF LOCATION is made for the purpose of recordation in the records of Wayne County, Michigan, as provided in M.C.L.A. 8565.451a et seq., Public Act 1915, No. 123, amended by Public Act 1937, No. 190, re-enacted as Public Act 1965, No. 178."

Further, affiant saith not.

WITHESES:

CHARLES E. GREGG, AFFIANT

THE FORESOINING INSTRUMENT WAS

Subscribed and swern to and acknowledged before me this

day of July 1992. By Charles E. ., 1992. By Charles E.

Virginia C. Jones, Com. Expires Sept. 30, 1992
This instrument was prepared by:
Gerald R. Jenkins, Attorney
5400 Westheimer Court

5400 Westheimer Court Houston, Texas 77056

TLEASE RETURN TO

PANHANDLE EASTERN 3990 CROOKED LK. RD. HOWELL, Mi. 48843

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#### WAYNE COUNTY:

Brownstown Township - T48, R10E
NW 1/4 Section 4
SW, SE, NE 1/4 Section 5
SW, SE) NF 1/4 Section 7
NW 1/4 Section 8
SW 6 NW 1/4 Section 18

Taylor Township - T3S, R10E City of Taylor SE & NE 1/4 Section 15 SE & NE 1/4 Section 22 SW, NW, NE 1/4 Section 27 SE 1/4 Section 28 SW, SE, NE 1/4 Section 33 NW 1/4 Section 34

Huron Township - T4S, R9E SE 1/4 Section 13 SE 1/4 Section 23 SW, NW, NE 1/4 Section 24 SW, NW, NE 1/4 Section 26 SE 1/4 Section 27 SE 1/4 Section 33 SW, NW, NE 1/4 Section 34

City of Ecorse
City of Lincoln Park
City of River Rouge
City of Melvindale
City of Allen Park

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