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Date 9/21/22 Time 8:14a

Alpena Register of Deeds



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Catherine Murphy, Register Alpena Co., Mi



300-02

**PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT**

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 21 day of JUNE, 2022 ("Effective Date"), by and between James F. Stoddard, M.D., Trustee of the Revocable Trust Agreement of James F. Stoddard, M.D. dated December 11, 1987, as amended, with an address of 2316 Nurmi Dr., Bay City, MI 48708 ("Grantor") and **MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC**, a Michigan limited liability company, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("Grantee").

WHEREAS, Grantor is the owner of certain real property more particularly described on the attached Exhibit "A" as the "Property".

WHEREAS, Grantor desires to convey to Grantee a perpetual easement upon, under, across and through an Easement Area located on the Property as more particularly described and depicted on Exhibit "A" (the "Easement Area"), upon the terms and conditions stated below.

NOW THEREFORE, ~~for good and valuable consideration, the receipt of which is hereby acknowledged,~~ the Grantor and Grantee hereby agree as follows:

1. **Grant of the Easement.** Grantor hereby conveys, warrants and grants to Grantee, its successors and assigns, a perpetual easement (the "Easement") over, under, across and through the Easement Area on the Property with the right, privilege and authority for Grantee, its agents, employees, and contractors, to:

(a) construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove an electric transmission line or lines and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable), and equipment for transmitting electricity and communications ("Grantee's Facilities");

(b) temporarily improve the surface as reasonably necessary to place and operate Grantee's construction vehicles and equipment;

(c) prohibit and/or remove, at Grantee's sole discretion, any buildings or other above ground structures (collectively referred to as "Structures");

(d) prohibit and/or remove, at Grantee's sole discretion, any future construction of above-ground Structures located or proposed to be located within the Easement Area. Grantee may remove such prohibited Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. If Grantor proposes to construct any Structures within the Easement Area, a proposed construction plan may be submitted to Grantee for its review and a determination as to whether the proposed Structure would interfere with the safe and reliable operation or maintenance of Grantee's Facilities within the Easement Area. Grantee's approval of a proposed Structure under these circumstances will not be unreasonably withheld;

(e) at any time cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Easement Area, all at Grantee's sole and absolute discretion;

(f) have ingress to and egress from the Easement Area at all times on, over and across other portions of the Property; and

(g) enter upon and cross the Easement Area for the above-described purposes on other land(s).

2. **Repair and Restoration.** Grantee shall:

(a) re-grade, repair and restore any portions of the Easement Area or Property damaged by Grantee's temporary placement of surface improvements for the Grantee's construction, operation, maintenance, repair, reconstruction and use of Grantee's Facilities;

(b) repair or replace at Grantee's sole expense any actual damage located within the Easement Area or Property, arising from Grantee's construction, operation, maintenance, repair, reconstruction and use of Grantee's Facilities. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damage to the extent that such damage results from Grantor's negligence. Upon reasonable notice to Grantee that damage has been sustained, the parties shall work cooperatively to identify the damage and to determine the scope of repair or replacement work; and

(c) reimburse Grantor, or the owner of the crops if different from the Grantor, the value of any growing crops damaged by Grantee's exercise of any of Grantee's rights under this Agreement.

3. **Covenants of Grantor.** Grantor hereby covenants, promises, agrees and acknowledges that at the execution and delivery of this instrument it is the lawful owner of the Easement Area and is seized of a good and indefeasible fee simple estate therein, and subject to existing easements of record will warrant and defend Grantee's and Grantee's successors' and assigns' right to the quiet and peaceable possession of the same for the purposes described herein, forever, against all persons lawfully claiming the same.

4. **Binding/Run With The Land.** This conveyance shall be permanent, shall run with the land, and shall be binding upon the parties' successors and assigns.

5. **Limited Use/Non-Use.** Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.

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:**

The Revocable Trust Agreement of James F. Stoddard, M.D. dated December 11, 1987, as amended

*James F. Stoddard, M.D. Trustee*  
By James F. Stoddard, M.D., Trustee

Acknowledged before me in BAY County, State of Michigan, on this 21st day of June, 2022, on behalf James F. Stoddard, M.D., Trustee of the Revocable Trust Agreement of James F. Stoddard, M.D. dated December 11, 1987, as amended.

JENNIFER MANZ  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF BAY  
My Commission Expires December 27, 2024  
Acting in the County of BAY

*Jennifer Manz*  
Jennifer Manz, Notary Public  
BAY County, Michigan  
Acting in BAY County, MI  
My Commission Expires 27 DEC 2024

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

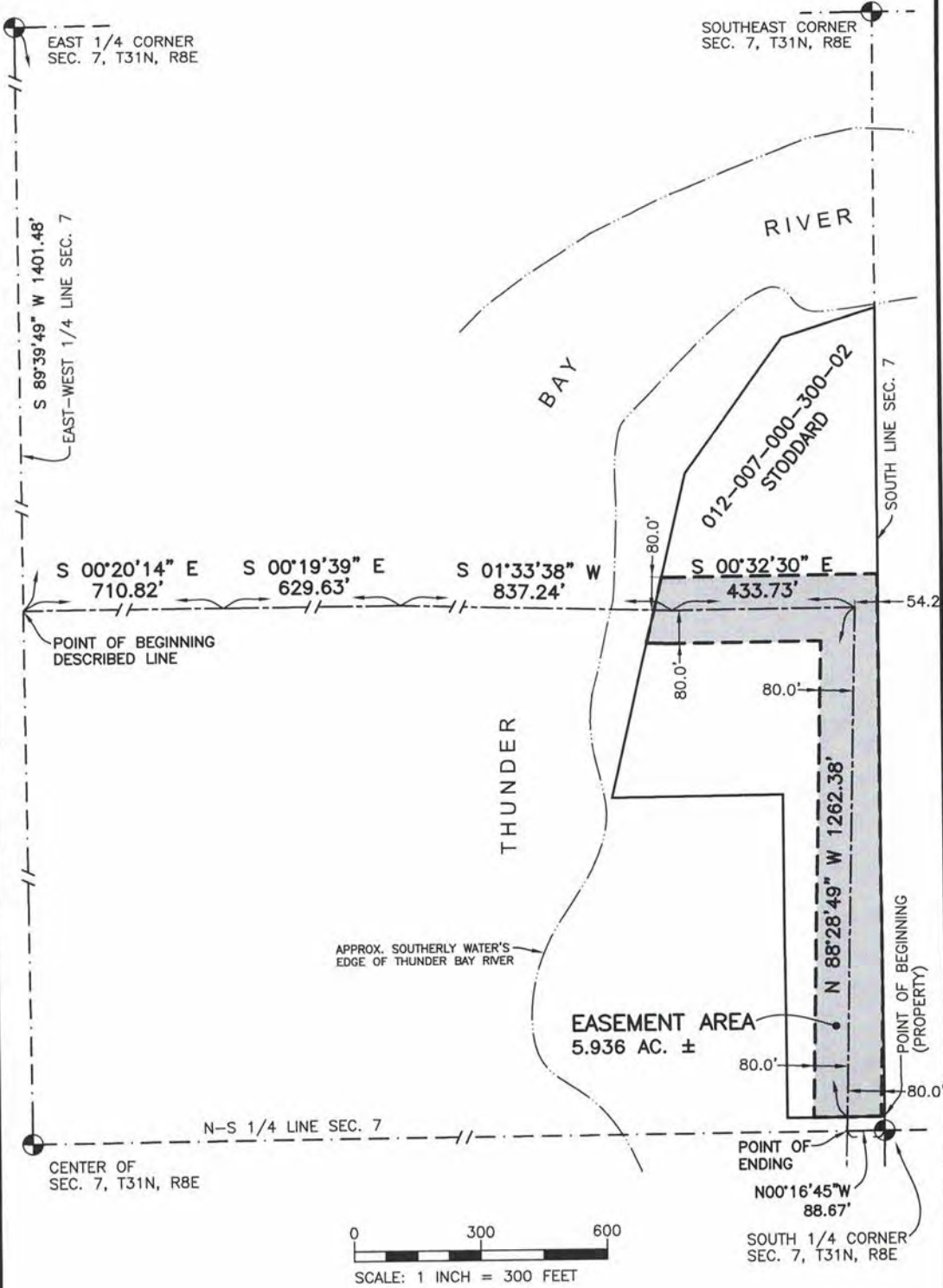
When recorded return to:  
Real Estate Manager  
ITC Holdings Corp.  
27175 Energy Way  
Novi, Michigan 48377

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EXHIBIT "A"  
AIRPORT - LONG RAPIDS



0 300 600  
SCALE: 1 INCH = 300 FEET

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SHEET 1 OF 2

<p><b>McNEELY &amp; LINCOLN</b> Associates, Inc. CIVIL ENGINEERING &amp; LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p>	For	ITC	Date	03/01/22
	Scale	1"=300'	Drawn By	DPW
	Job No.	8042.995	Checked By	MRD

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EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

All that part of Government Lot #6, Fractional Section 7, Town 31 North, Range 8 East, Alpena Township, Alpena County, Michigan described as follows:
Commencing at the South 1/4 corner of said Section 7;
thence South 85 degrees 25 minutes 03 seconds East 33 feet along the South Section Line to the Point of Beginning, said Point being on the East 33 foot R.O.W. Line of Lake Winyah Road;
thence continuing South 85 degrees 25 minutes 03 seconds East 1950.09 feet to a meander line of the Southwest bank of the Thunder Bay River;
thence North 13 degrees 05 minutes 44 seconds West 232.66 feet along said meander line;
thence North 49 degrees 40 minutes 06 seconds West 397.77 feet along said meander line;
thence North 72 degrees 20 minutes 14 seconds West 800.49 feet along said meander line;
thence South 04 degrees 07 minutes 05 seconds West 405.24 feet parallel to the East N-S 1/8 Line;
thence North 85 degrees 25 minutes 03 seconds West 781.11 feet to a point 33 feet East of the North-South 1/4 Line; thence South 04 degrees 20 minutes 56 seconds West 230 feet to the P.O.B.

Alpena Co. tax parcel #012-007-000-300-02
per Certificate of Survey, D.R. MacNeill & Associates, Job No. 7-318-5670-471105, dated 5/13/2005.

DESCRIPTION OF EASEMENT AREA

Part of Government Lot #6, Fractional Section 7, Town 31 North, Range 8 East, Alpena Township, Alpena County, Michigan, described as:

All that part of the Above-described Property which lies within 80.00 feet on each side of the following described line:

Commencing at the East 1/4 corner of Section 7, Town 31 North Range 8 East;
thence South 89 degrees 39 minutes 49 seconds West, along the East-West 1/4 line of Section 7, 1401.48 feet to the Point of Beginning;
thence South 00 degrees 20 minutes 14 seconds East 710.82 feet;
thence South 00 degrees 19 minutes 39 seconds East 629.63 feet;
thence South 01 degree 33 minutes 38 seconds West 837.24 feet;
thence South 00 degrees 32 minutes 30 seconds East 433.73 feet;
thence North 88 degrees 28 minutes 49 seconds West 1262.38 feet to the Point of Ending, said point lying distant North 00 degrees 16 minutes 45 seconds West, along the North-South 1/4 line of Section 7, 88.67 feet from the South 1/4 corner of Section 7. The side lines of the above-described easement shall be extended or shortened to meet at angle points, and to terminate at the boundaries of the above-described Property.

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 ITC Date 03/01/22
Scale NA Drawn By DPW
Job No. 8042.995 Checked By MRD

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