

Received
Date 9/21/22 Time 8:14 a
Alpena Register of Deeds



L: 549 P: 655 ERW
09/21/2022 08:23 AM Page: 1 of 6 \$30.00
Catherine Murphy, Register Alpena Co., MI

PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 05 day of AUGUST, 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) Grantor grants to Grantee ingress and egress to the Easement Area on, over and across the Property. Grantor shall work in good faith with Grantee to determine access points that are acceptable to both parties. Provided, however, that in the event Grantor and Grantee cannot agree upon such access points, Grantee's ingress and egress shall be limited to utilizing the Easement Area only; and

(g) enter upon and cross the Easement Area for the above-described purposes to access Grantee's easements on adjacent 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.

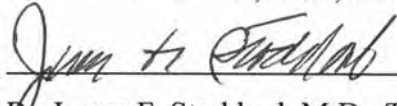
4. **Binding/Run With The Land.** This conveyance shall be permanent, shall run with the land, and shall be binding upon the parties' successors and assigns.

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


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

Acknowledged before me in BAY County, State of Michigan, on this 5th day of August, 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.


_____, Notary Public
_____, County, Michigan
Acting in _____ County, _____
My Commission Expires _____

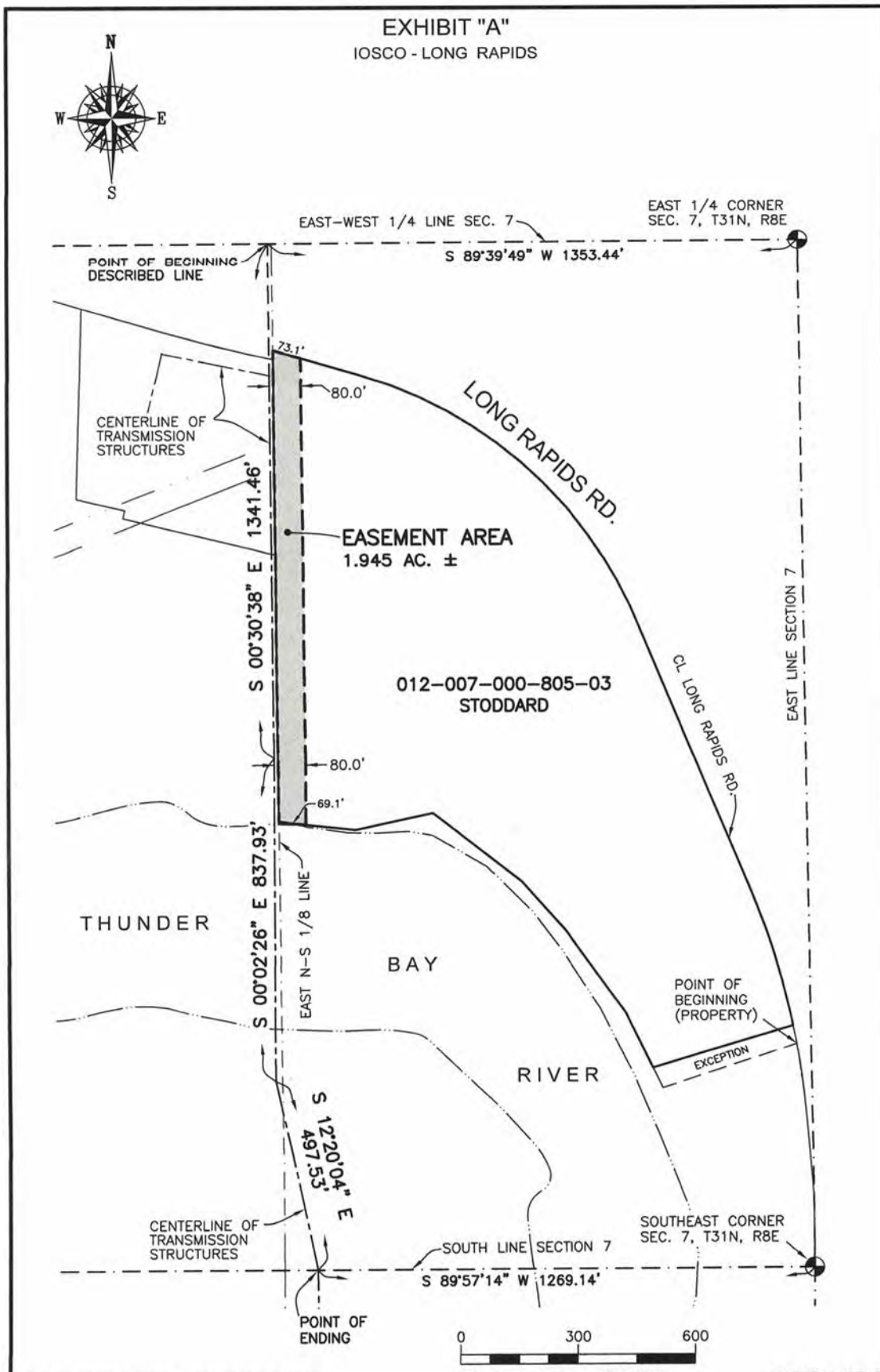
AMY J. CONNELLY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF BAY
My Commission Expires July 2, 2028
Acting in the County of BAY

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

L: 549 P: 655 ERW
09/21/2022 08:23 AM Page: 3 of 6 \$30.00
Catherine Murphy, Register Alpena Co., Mi

EXHIBIT "A"
IOSCO - LONG RAPIDS



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SCALE: 1 INCH = 300 FEET

SHEET 1 OF 3

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 1"=300' Drawn By DPW
Job No. 8042.995 Checked By MRD

L: 549 P: 655 ERW
09/21/2022 08:23 AM Page: 4 of 6 \$30.00
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EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

Town 31 North, Range 08 East, Section 7; Commencing at the Southeast Section corner;
 thence North 03 degrees 53 minutes 42 seconds East 181.71 feet along East Section line to centerline of Long Rapids Road;
 thence North 00 degrees 12 minutes 36 seconds West 224.5 feet along said centerline;
 thence North 02 degrees 47 minutes 26 seconds West 171.98 feet along long chord of curve to Point of Beginning;
 thence continuing North 11 degrees 33 minutes 44 seconds West 411.93 feet along long chord;
 thence North 17 degrees 45 minutes 12 seconds West 764.63 feet along centerline;
 thence North 43 degrees 23 minutes 52 seconds West 944.65 feet along centerline;
 thence North 69 degrees 02 minutes 31 seconds West 231.87 feet along centerline to East North-South 1/8 line;
 thence South 04 degrees 08 minutes 36 seconds West 1218.77 feet along East North-South 1/8 line to meander line of Thunder Bay River;
 thence South 79 degrees 06 minutes 37 seconds East 197.68 feet along meander line;
 thence North 82 degrees 21 minutes 48 seconds East 201.12 feet along meander line;
 thence South 47 degrees 15 minutes 07 seconds East 288.57 feet along meander line;
 thence South 36 degrees 53 minutes 32 seconds East 165.51 feet along meander line;
 thence South 30 degrees 51 minutes 31 seconds East 264.25 feet along meander line;
 thence South 20 degrees 38 minutes 18 seconds East 219.56 feet along said meander line;
 thence North 76 degrees 18 minutes 51 seconds East 361.97 feet along centerline of drainage ditch to the Point of Beginning. Part of the Northeast 1/4 of Southeast 1/4.

EXCEPT:

Part of Government Lot 5 of Section 7, Town 31 North, Range 8 East;
 Commencing at the Southeast corner of Section 7;
 thence North 03 degrees 53 minutes 42 seconds East 181.71 feet along East Section line of said Section 7 to centerline of Long Rapids Road;
 thence North 00 degrees 12 minutes 36 seconds West 224.50 feet along said centerline to the point of curvature of a tangent curve concave to the West having a radius of 1909.84 feet and a chord bearing North 02 degrees 47 minutes 02 seconds West 171.98 feet;
 thence North along said curve 172.04 feet to the Point of Beginning;
 thence continuing North along said curve and centerline 49.12 feet having a radius of 1909.84 feet and a chord bearing North 06 degrees 06 minutes 29 seconds West 49.12 feet;
 thence South 77 degrees 48 minutes 40 seconds West 384.98 feet to the bank of the Thunder Bay River;
 thence South 29 degrees 41 minutes 53 seconds East 61.12 feet along said bank;
 thence North 76 degrees 18 minutes 51 seconds East 361.51 feet to the Point of Beginning.

Alpena Co. tax parcel #012-007-000-805-03
 (Description adapted from assessment records)

<p>McNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p>	<p>For <u>ITC</u> Date <u>03/01/22</u> Scale <u>NA</u> Drawn By <u>DPW</u> Job No. <u>8042.995</u> Checked By <u>MRD</u></p>
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L: 549 P: 655 ERW \$30.00
 09/21/2022 08:23 AM Page: 5 of 6
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EXHIBIT "A"

DESCRIPTION OF EASEMENT AREA

Part of the Southeast 1/4 of 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, 1353.44 feet to the Point of Beginning; thence South 00 degrees 30 minutes 38 seconds East 1341.46 feet; thence South 00 degrees 02 minutes 26 seconds East 837.93 feet; thence South 12 degrees 20 minutes 04 seconds East 497.63 feet to the Point of Ending, said point lying distant South 89 degrees 57 minutes 14 seconds West, along the South line of Section 7, 1269.14 feet from the Southeast 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
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For ITC Date 03/01/22
Scale NA Drawn By DPW
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