

## **CLOSING BOOK INDEX**

Seller: Alpena Power Company, a Michigan corporation  
Buyer: Michigan Electric Transmission Company, LLC, a Michigan limited liability company  
Property: Vacant Land, Long Rapids Road, Alpena Township, Michigan  
New P.I.N. for 2023: 012-007-000-300-28  
Sale Price: \$39,106.15  
Closing Date: May 12, 2022

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### **OPTION AGREEMENT AND TRANSFER DOCUMENTS:**

1. Option Agreement
2. Warranty Deed (recorded)
3. Property Transfer Affidavit (filed)

### **RECORDED EASEMENTS & ADDITIONAL CLOSING DOCUMENTS**

4. Access Easement Agreement (recorded)
5. Easement for Electric Facilities (recorded)
6. Storm Water Detention and Drainage Easement Agreement (recorded)
7. Buyer's Settlement Statement
8. Seller's Settlement Statement
9. Real Estate Transfer Tax Valuation Affidavit (RETTVA)
10. Owner's Affidavit
11. Property Transfer Affidavit Disclosure/Buyer Responsibility
12. Certification of Non-Foreign Status

### **TITLE AND SURVEY DOCUMENTS:**

13. ALTA Survey
14. Final Owner's Policy of Title Insurance

### **LAND SPLIT DOCUMENTS:**

15. Alpena County Equalization Department Property Split Form (approved)

## OPTION AGREEMENT

This OPTION AGREEMENT (this "Agreement") is entered into as of this 28 day of February, 2022, (the "Effective Date") by and between ALPENA POWER COMPANY (the "Seller"), whose address is 401 N. 9<sup>th</sup> Ave., Alpena, Michigan 49707 and MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company (the "Purchaser"), whose address is 27175 Energy Way, Novi, Michigan 48377. Seller and Purchaser are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

The circumstances underlying the execution of this Agreement are as follows:

A. Seller is the owner of all right, title and interest in that certain real property consisting of approximately 14.65 acres of vacant land located in Alpena Township, County of Alpena, State of Michigan, the tax parcel identification number of which is 012-007-000-300-03 (the "Property").

B. Purchaser has requested and Seller has agreed to grant an option to purchase a portion of the Property consisting of approximately 5.729 acres as depicted on Exhibit A as "Parcel A" (the "Parcel"), upon the terms and conditions as set forth herein. The Parcel shall be more particularly described in the Survey to be obtained by Purchaser pursuant to Section 6 of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following terms and conditions:

1. **Option.**

- (a) FOR AND IN CONSIDERATION of the sum of Five Thousand (\$5,000.00) Dollars (the "Option Payment"), the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant to Purchaser the exclusive right and option to purchase the Parcel (the "Option") upon the terms and conditions set forth in this Agreement. For purposes of this Agreement the term Parcel shall also include all of Seller's right, title and interest in and to (a) all air and riparian rights, and all tenements, hereditaments, privileges and appurtenances belonging or in any way appertaining thereto; (b) any land lying in the bed of any street, road or avenue adjoining the Parcel, if any, to the center line thereof, but only to the extent of Seller's interest therein; and (c) all rights to oil, gas and minerals of any description on or under the surface of the Parcel, but only to the extent of Seller's interest, if any, therein; and (d) any divisions of the Property available under the Michigan Land Division Act.
- (b) Unless extended as provided herein, Purchaser shall exercise the Option by providing written notice ("Option Exercise Notice Letter") to Seller on or before one year after the Effective Date ("Initial Option Period"). The Option Exercise Notice Letter may specify an effective date for the exercise of the Option ("Exercise Effective Date") which is different from the date of the Option Exercise Notice Letter, provided that the Exercise Effective Date is not later than the expiration of the Option Period as hereinafter defined. If Purchaser has not terminated this Option on or before the expiration of the Initial Option Period, then Purchaser shall have the right to extend the Option Period (the "First Option Extension Period") for six months subject to Purchaser paying Seller the sum of Two Thousand Five Hundred (\$2,500.00) Dollars on or before the expiration of the Initial Option Period (the "First Option Extension Payment"). The Purchaser may extend the First Option Extension Period for an additional six months ("Second Option Extension Period") upon paying Seller the sum of Two Thousand Five Hundred (\$2,500.00) Dollars on or before the expiration of the First Option Extension Period ("Second Option Extension Payment"). The Option Payment, collectively with the First Option Extension Payment (if any) and Second Option

Extension Payment (if any) shall be referred to herein as the "Option Payment". The Initial Option Period, collectively with the First Option Extension Period (if any) and Second Option Extension Period (if any) shall be referred to herein as the "Option Period". In the event Purchaser fails to exercise the Option on or before the expiration of the Option Period, this Agreement shall terminate and the parties hereto shall have no further obligations hereunder except to the extent same expressly survive the termination of this Agreement and the Seller shall retain the Option Payment.

- (c) Seller hereby agrees that during the Option Period, Seller shall not:
- (i) sell, transfer, assign, convey or dispose of any of its rights under this Agreement, or its rights or interests in the Property or Parcel, or
  - (ii) grant any lien or encumbrance on or permit any lien or encumbrance on the Property or Parcel, or
  - (iii) grant any easement or right-of-way in, on or with respect to the Property or Parcel, or
  - (iv) grant any lease, license or other right to use or occupy the Property or Parcel to any person.

2. **Sale and Conveyance.** If Purchaser shall exercise the Option, then on the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, warrant and convey the Parcel to Purchaser, and Purchaser agrees to buy the Parcel from Seller. The purchase price for the Parcel (the "Purchase Price") shall be Six Thousand Eight Hundred Twenty Six and No/100 (\$6,826.00) Dollars per acre, which, subject to the terms and conditions hereinafter set forth, shall be paid to Seller by Purchaser at Closing, less the Option Payment, plus or minus prorations or adjustments provided for in this Agreement.

3. **Prorations, Adjustments and Expenses.** The following items shall be prorated and/or adjusted as of the date of the Closing:

- (a) Each party shall pay all its own legal fees incurred in connection with this Agreement and the transactions contemplated hereby;
- (b) State and County transfer taxes shall be paid by Seller;
- (c) Current real estate taxes shall be prorated, on a calendar year basis, to the date of closing and shall be deemed to cover the calendar year in which they become due and payable. Taxes shall be deemed due and payable as follows: Summer taxes-July 1st or August 1st; Winter taxes-December 1st. If the actual tax bill(s) have not been determined by the municipality at the time of closing, taxes shall be estimated by multiplying the current taxable value by the most recently available tax rate. All taxes and assessments which have become due upon the land in the current or prior years shall be paid by the Seller. Current local and county taxes shall be prorated and adjusted to date of closing on a calendar year basis as aforesaid;
- (d) Purchaser shall pay for the cost of the Title Policy (as hereinafter defined), together with all costs incidental to the preparation of surveys, inspection reports, and any similar documents necessary for the issuance of the Title Policy without standard exceptions;
- (e) Purchaser shall pay for the cost of recording the Warranty Deed and any standard closing costs charged by the Title Company; and

- (f) All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted shall be so prorated or adjusted according to local county custom.

4. **Evidence of Title.** Purchaser shall obtain a commitment for title insurance from a title insurance company of Purchaser's choice ("Preliminary Commitment"), as well as copies of all documents referred to in the title commitment with respect to the Property (the "Title Company"), in the amount of the Purchase Price committing the Title Company to insure Purchaser's fee simple title in the Parcel, without standard exceptions (the "Title Policy") within ten (10) days from the Effective Date; provided, that if Purchaser is unable to secure a commitment because of the condition of title of the Property, Purchaser may, at its option, terminate this Agreement and Seller shall refund the Option Payment to Purchaser and have no obligation to proceed to Closing and purchase the Parcel. If Purchaser receives said Preliminary Commitment and determines within fourteen (14) business days of receipt, in its sole and absolute discretion that the commitment shows title to the Parcel to be unsatisfactory, Purchaser may, at its option, terminate this Agreement and Seller shall refund the Option Payment to Purchaser. Further, in the event Purchaser exercises the Option, Purchaser shall obtain an updated commitment ("Updated Commitment") for title insurance from the Title Company within ten (10) days of the exercise of the Option. If said Updated Commitment shows changes to the condition of Title affecting Purchaser's use that were not reflected in the Preliminary Commitment and Purchaser determines in its commercially reasonable discretion that the Updated Commitment shows the updated title to the Parcel to be unsatisfactory, Purchaser may, at its option, terminate this Agreement and Seller shall refund the Option Payment to Purchaser and have no obligation to proceed to Closing and purchase the Parcel. The Warranty Deed issued at Closing shall be subject only to those exceptions itemized in Schedule B-2 of the Preliminary Commitment and Updated Commitment that were not objected to by Purchaser ("Permitted Exceptions").

5. **Purchaser's License.** As of the Effective Date, Seller grants to Purchaser and third parties authorized by Purchaser, including but not limited to its agents, contractors and employees along with unrelated third parties, a non-exclusive license (the "License") to enter the Property to conduct such surveys, inspections and tests as Purchaser and such third parties deem necessary, including but not limited to environmental site assessments and soil borings, as it deems necessary to determine whether or not it wishes to purchase the Parcel, at any time during the Option Period. Purchaser agrees to indemnify, defend, and hold Seller harmless from any and all loss, claim, action, demand and liability relating to or arising out of Purchaser's, or its agents', employees', representatives' or contractors' entry upon the Property under this paragraph which may arise against Seller, unless caused by Seller, or its agents', employees', representatives' or contractors' actions and/or Seller's negligence or willful misconduct. If Purchaser determines, in its sole and absolute discretion that the condition of the Parcel is not acceptable to Purchaser, then Purchaser may, at any time prior to expiration of the Option Period, terminate this Agreement by giving Seller written notice of termination, in which event neither party shall have any further liability hereunder and Seller shall retain the Option Payment.

6. **Survey.** Purchaser shall, at Purchaser's cost and expense, obtain a survey of the Property, which shall be sufficient for the purpose of filing for a land division to create the Parcel, together with any and all buildings, structures and improvements thereon, prepared by a registered land surveyor ("Survey"). The Survey shall be in such form and content as is acceptable to Purchaser in Purchaser's sole discretion. The legal description from the Survey shall be added to the legal description of the vesting deed and used as an "also described as" legal description in the Warranty Deed, the Title Commitment and every other instrument or agreement referencing the Parcel following approval by Seller (which shall not be withheld, so long as the Parcel as surveyed is substantially similar to the depiction on **Exhibit A**) and Purchaser. The Survey shall set forth the exact size and location of the Parcel.

7. **Representations of Seller.** Seller represents, warrants and covenants the following to Purchaser as of both the date this Agreement is executed by Seller and the Closing Date:

- (a) Seller is the owner of the Property and has the right to execute this Agreement and sell the Parcel. The execution and delivery of this Agreement by Seller and all of the documents to be delivered by the Seller at the Closing, and the performance of this Agreement by Seller, have been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by Seller is required.
- (b) Seller is a “United States Person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.
- (c) Seller has never deposited on or under the Property any toxic or hazardous substance or contaminant, nor does Seller have actual knowledge of the existence of any toxic or hazardous substance or contaminant deposited on or under the Property.
- (d) Seller is in full and complete possession and control of the Property and there are no liens, encumbrances or mortgages on or against the Property that will not be paid and discharged at Closing.
- (e) There are no liens, encumbrances, mortgages, restrictions, easements, assessments or other matters on or against the Property which are not of record.
- (f) There are no agreements, leases, licenses, options, service contracts, or other agreements to use, occupy or purchase any part of the Property, and no party has been granted any right by Seller to use or possess any part of the Property as tenant, licensee or otherwise.
- (g) Seller has no actual knowledge or information and is otherwise not on notice that the Property is in violation of any federal, state or local law, rule, order, regulation or ordinance.
- (h) There is no action, suit or proceeding pending or, to the Seller’s knowledge, threatened against either the Seller or the Property. Seller has not received any written notice of any pending or threatened judicial, municipal or administrative proceedings materially affecting the Project, or in which Seller is a party to by reason of Seller’s ownership of all or any part of the Project.

All representations and warranties made by Seller in this Agreement shall survive the Closing for a period of one (1) year and shall not merge into any conveyancing documentation delivered at Closing.

8. **Closing.** In the event Purchaser exercises the Option, the Closing of the transactions contemplated under this Agreement (the “Closing”) shall take place via escrow with the Title Company serving as the escrow agent (“Escrow Agent”), on or before the date which is thirty (30) days after the date Purchaser exercised the Option or another date as mutually agreed upon by Seller and Purchaser in writing (the “Closing Date”).

Further, the obligation of Purchaser to consummate the purchase of the Parcel is contingent upon each of the following conditions precedent or contingencies being satisfied in Purchaser’s sole discretion, or the written waiver thereof by Purchaser:

- (a) Seller shall be able to convey marketable fee simple title and possession to the Parcel, subject only to the Permitted Exceptions.

- (b) Purchaser shall have received and accepted the Survey in the condition required under this Agreement.
- (c) Seller shall not have breached any covenant, representation or warranty made under this Agreement and shall have complied with all of the terms and conditions of this Agreement.
- (d) Purchaser shall have obtained approvals from any and all relevant municipal entities in connection with zoning, special use permits, land division applications, removal of the Parcel from any PA 116 Agreement (related to the Farmland and Open Space Preservation Program administered by the State of Michigan) or other orders and such site plan approvals necessary or appropriate under applicable zoning laws and regulations as are required for Purchaser's intended use of the Parcel. Seller shall pay any and all costs related to removing the Parcel from any applicable PA 116 Agreement, including but not limited to the payment of taxes and fees related thereto and in the event that such costs are not known on or before Closing, the parties shall create an escrow account in which shall be placed a portion of Seller's closing proceeds equal to a reasonable estimate of such taxes and fees. When the final amount of costs related to the partial termination of the PA 116 Agreement is determined, the proceeds from the escrow account shall be used to pay the same. If the amount of the escrow account is insufficient to pay such costs, Seller shall pay for the excess costs. If the amount of the escrow account exceeds such costs, the remaining amount shall be promptly turned over to Seller by the escrow agent. Seller hereby agrees to cooperate and assist Purchaser with any land division and/or the removal of the Parcel from any PA 116 agreement that impacts the Parcel, including joining Purchaser in any applications to any local governing agency and/or the State of Michigan in effectuating same.

If any of the foregoing conditions precedent or contingencies are neither satisfied in Purchaser's sole discretion nor waived by Purchaser in writing in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement and receive a full refund of the Option Payment and this Agreement shall thereafter be of no further force or effect.

All closing documents (and funds) shall be held in escrow by the Escrow Agent with instructions not to release such closing documents (and funds) until the parties have verified in writing that all contingencies and conditions have been fulfilled in accordance with this Agreement. Absent such verification in writing, if the parties proceed to close this transaction, all contingencies and conditions shall be deemed to have been satisfied or waived.

If the closing conditions have not been satisfied at Closing, then Purchaser may, at its option, terminate this Agreement, Seller shall refund the Option Payment to Purchaser, and the Escrow Agent shall return to Purchaser the Purchase Price and all other funds deposited by it, and deliver all documents held in escrow to the appropriate parties so as to effectuate the termination of this Agreement.

9. **Deliveries by Seller.**

- (a) At the Closing, Seller shall deliver the following to Purchaser:
  - (i) A Warranty Deed to the Parcel, duly executed and acknowledged by Seller and in the form attached hereto as **Exhibit B**, subject only to Permitted Exceptions as determined by Purchaser, in Purchaser's sole discretion, after review of the title documents;
  - (ii) An access easement in the form attached hereto as **Exhibit C**, providing access from 4 Mile Road over adjacent land owned by Seller to the Property.

- (iii) A drainage easement in the form attached hereto as Exhibit E.
- (iv) A Real Estate Transfer Tax Valuation Affidavit;
- (v) Such affidavits or indemnity agreements as the Title Company shall require in order to issue an owner's policy of title insurance free of any standard exceptions;
- (vi) A certification and affidavit (FIRPTA) as required by the Foreign Investors Real Property Tax Act, as amended;
- (vii) A closing statement reflecting the payments, credits and prorations called for in this Agreement;
- (viii) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, including without limitation such documents as may be reasonably required by the Title Company for the issuance of the Title Policy or a marked-up title commitment in the form required under Section 4 above; and
- (ix) Possession of the Parcel;

10. **Deliveries by Purchaser.**

- (a) Closing Deliveries. At Closing, Purchaser shall deliver to Seller the following:
  - (i) The Purchase Price plus or minus the credits and prorations required under this Agreement, in cash or readily available funds;
  - (ii) A utility easement in the form attached hereto as **Exhibit D**, with precise legal descriptions to be later determined by survey, but with easement areas described approximately as follows, provided, however, that such easement area locations do not interfere with the construction, reconstruction, operation or maintenance of METC facilities:
    - A. Easement for aerial utilities: An easement over the North 50 feet of the Parcel, said easement area having a northern boundary in common with the southerly right-of-way line of Long Rapids Road, and a southern boundary parallel with said right-of-way line and maintaining a constant 50-foot easement area width; AND an easement over the west 50 feet of the north 150 feet of the Parcel, said easement area being 50 feet wide, having a western boundary 150 feet in length and lying in common with the North 150 feet of the western boundary of the Parcel, having a northern boundary in common with the west 50 feet, more or less, of the northern boundary of the Parcel, and having a southern boundary parallel with the northern boundary of the Parcel.
    - B. Easement for underground utilities: An easement described as a strip of land 20 feet in width, being 10 feet on each side of a centerline described as lying 35 feet westerly of the eastern boundary of the Parcel, being parallel to the said eastern

boundary; and extending from the northern boundary of the Parcel to the southern boundary of the Parcel.

- (iii) A closing statement reflecting the payments, credits and proration called for in this Agreement; and
- (iv) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

11. **Remedies.**

- (a) **Seller's Remedies.** Except as otherwise set forth in this Agreement, if Purchaser fails to exercise the Option on or before the expiration of the Option Period or exercises the Option and fails to close, absent a default by Seller, Seller shall be entitled to keep the Option Payment as liquidated damages as Seller's sole and exclusive remedy. Further, if Purchaser breaches or fails to perform its obligations under this Agreement within ten (10) days after receipt of written notice of any such breach, Seller's sole and exclusive remedy shall be to keep the Option Payment as liquidated damages. Purchaser and Seller acknowledge and agree that the amount of the Option Payment is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of Purchaser's default or failure to purchase the Parcel.
- (b) **Purchaser's Remedies.** If Seller breaches or fails to perform its obligations under this Agreement, Purchaser may either (i) seek specific performance of this Agreement against Seller; or (ii) terminate this Agreement; and/or (iii) pursue any other remedies available at law or in equity. If Purchaser elects to terminate the Agreement pursuant to this Section, the Option Payment shall be returned to Purchaser immediately.

12. **Attorneys' Fees.** In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims. Otherwise each party is responsible for its own attorney and professional fees. Otherwise each party is responsible for its own attorney and professional fees.

13. **Notices.** All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party hereafter may designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Seller:

Alpena Power Company  
401 N. 9<sup>th</sup> Ave.  
Alpena, MI 49707  
ATTN: Ken Dragiewicz

If to Purchaser:

Michigan Electric Transmission Company, LLC  
27175 Energy Way  
Novi, MI 48377  
ATTN: Real Estate Dept.  
ATTN: Legal Department- Utility Operations



Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery with signed receipt; or by overnight courier service. Any such notice or communication shall be effective on receipt or one (1) business day after attempted delivery in the event the addressee refuses delivery. Notwithstanding the foregoing, the Option Exercise Notice Letter may provide for an Exercise Effective Date after receipt, as set forth in paragraph 1(b) above.

14. **Brokers.** Seller represents that it has not dealt with any broker or agent in connection with this transaction. Seller shall be solely responsible for payment of any and all brokerage fees and/or commissions. Seller hereby indemnifies and holds harmless Purchaser from all loss, cost and expense (including reasonable attorney's fees) arising out of a breach of its representation or undertaking set forth in this Section. The provisions of this Section shall survive Closing or the termination of this Agreement.

15. **Miscellaneous.**

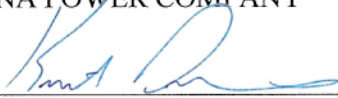
- (a) **Assignability.** Purchaser may assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person without Seller's written consent. Seller shall not assign this Agreement without the prior written consent of the Purchaser.
- (b) **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.
- (c) **Parties in Interest.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.
- (d) **Recording.** Neither party shall record this Agreement, but Purchaser may record memorandum hereof. A violation of this prohibition shall constitute a material breach of this Agreement.
- (e) **Time of the Essence.** Time is of the essence with respect to the observance of the terms and conditions of this Agreement.
- (f) **Headings.** The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect or be used in determining the intent of the parties to it.
- (g) **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (h) **Exhibits.** All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.
- (i) **Entire Agreement.** This Agreement, including the Exhibits and documents to be delivered by Seller and Purchaser contemplated herein, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein.

- (j) Waivers. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing, signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.
- (k) Amendments. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

**SELLER:**

ALPENA POWER COMPANY

By:  \_\_\_\_\_

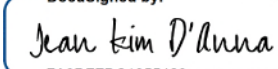
Name: Kenneth A. Dragiewicz

Its: President and COO

**PURCHASER:**

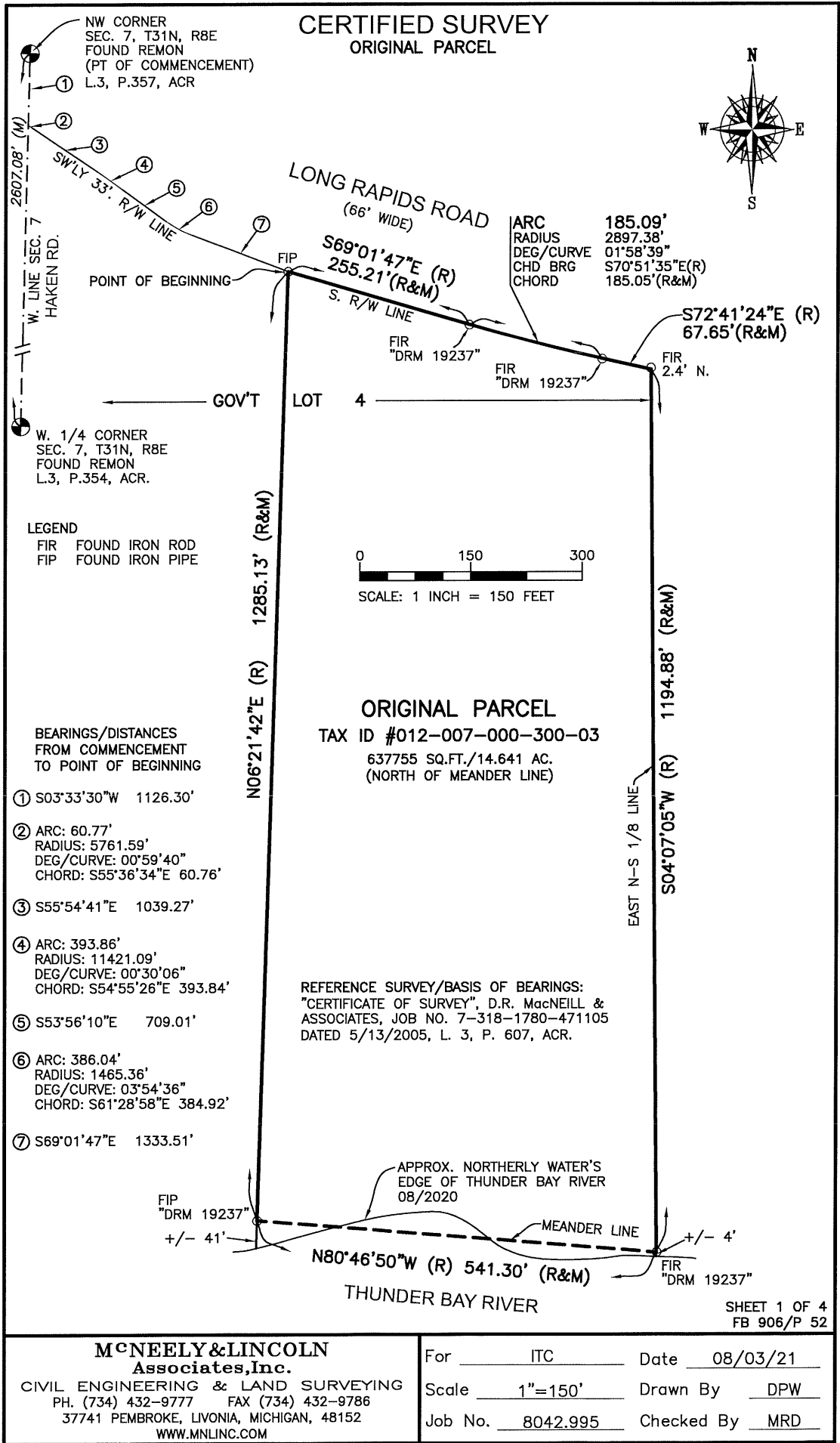
MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC,  
a Michigan limited liability company

By: ITC Holdings Corp, a Michigan corporation, its manager

By:  \_\_\_\_\_  
7A0DFFD01855420...

Its: Vice President and Deputy General Counsel, Legal Services

**EXHIBIT A**



**CERTIFIED SURVEY  
ORIGINAL PARCEL**



NW CORNER  
SEC. 7, T31N, R8E  
FOUND REMON  
(PT OF COMMENCEMENT)  
L.3, P.357, ACR

W. LINE SEC. 7  
HAKEN RD.

LONG RAPIDS ROAD  
(66' WIDE)

ARC  
RADIUS 185.09'  
DEG/CURVE 2897.38"  
CHD BRG 01°58'39"  
CHORD S70°51'35"E(R)  
185.05'(R&M)

POINT OF BEGINNING

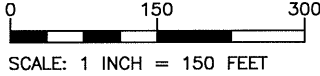
S69°01'47"E (R)  
255.21'(R&M)

S72°41'24"E (R)  
67.65'(R&M)

GOV'T LOT 4

W. 1/4 CORNER  
SEC. 7, T31N, R8E  
FOUND REMON  
L.3, P.354, ACR.

LEGEND  
FIR FOUND IRON ROD  
FIP FOUND IRON PIPE



**ORIGINAL PARCEL**

TAX ID #012-007-000-300-03  
637755 SQ.FT./14.641 AC.  
(NORTH OF MEANDER LINE)

BEARINGS/DISTANCES  
FROM COMMENCEMENT  
TO POINT OF BEGINNING

- ① S03°33'30"W 1126.30'
- ② ARC: 60.77'  
RADIUS: 5761.59'  
DEG/CURVE: 00°59'40"  
CHORD: S55°36'34"E 60.76'
- ③ S55°54'41"E 1039.27'
- ④ ARC: 393.86'  
RADIUS: 11421.09'  
DEG/CURVE: 00°30'06"  
CHORD: S54°55'26"E 393.84'
- ⑤ S53°56'10"E 709.01'
- ⑥ ARC: 386.04'  
RADIUS: 1465.36'  
DEG/CURVE: 03°54'36"  
CHORD: S61°28'58"E 384.92'
- ⑦ S69°01'47"E 1333.51'

REFERENCE SURVEY/BASIS OF BEARINGS:  
"CERTIFICATE OF SURVEY", D.R. MacNEILL &  
ASSOCIATES, JOB NO. 7-318-1780-471105  
DATED 5/13/2005, L. 3, P. 607, ACR.

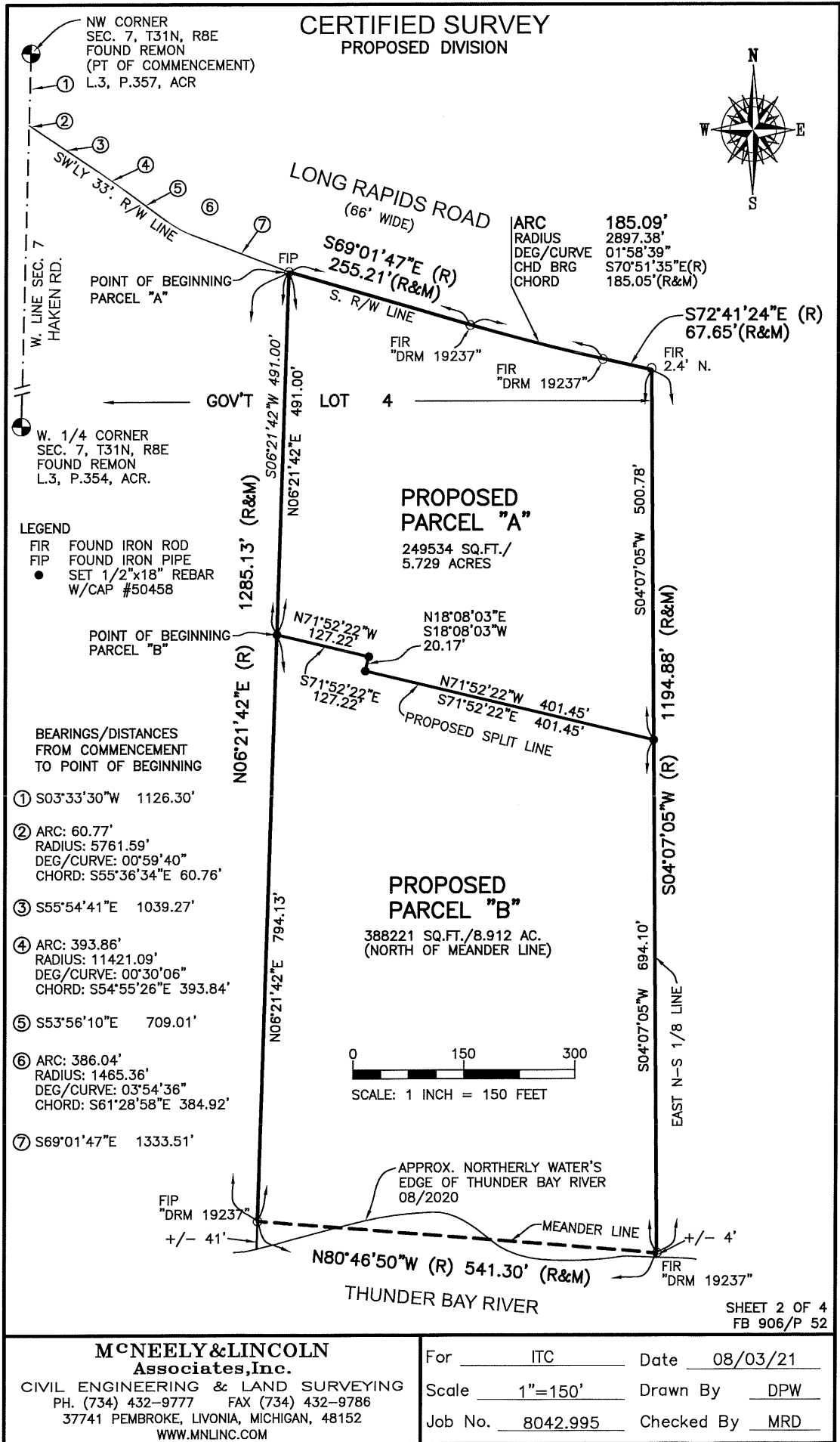
APPROX. NORTHERLY WATER'S  
EDGE OF THUNDER BAY RIVER  
08/2020

N06°21'42"E (R) 1285.13' (R&M)  
EAST N-S 1/8 LINE  
S04°07'05"W (R) 1194.88' (R&M)  
MEANDER LINE  
N80°46'50"W (R) 541.30' (R&M)  
THUNDER BAY RIVER  
FIP "DRM 19237" +/- 41'  
FIP "DRM 19237" +/- 4'

SHEET 1 OF 4  
FB 906/P 52

**M<sup>c</sup>NEELY & 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 08/03/21  
Scale 1"=150' Drawn By DPW  
Job No. 8042.995 Checked By MRD



**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 08/03/21  
Scale 1"=150' Drawn By DPW  
Job No. 8042.995 Checked By MRD

# CERTIFIED SURVEY

**ORIGINAL PARCEL DESCRIPTION**

(per Warranty Deed, Liber 521, Page 390, Alpena County Records)

Tax ID # 012-007-000-300-03

Situated in the Township of Alpena, Alpena County, Michigan.

**Parcel 4-B**

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:

Commencing at the Northwest Section corner of said Section 7;  
 thence South 03 degrees 33 minutes 30 seconds West 1126.30 feet along the West Section line to the Southwesterly 33 foot right of way line of Long Rapids Road;  
 thence Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds degree curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet) along said right of way line;  
 thence South 55 degrees 54 minutes 41 seconds East 1039.27 feet along said right of way line;  
 thence Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet) along said right of way line;  
 thence South 53 degrees 56 minutes 10 seconds East 709.01 feet along said right of way line;  
 thence Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds degree curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet) along said right of way line;  
 thence South 69 degrees 01 minute 47 seconds East 1333.51 feet along said right of way line to the **Point of Beginning**;  
 thence continuing South 69 degrees 01 minute 47 seconds East 255.21 feet along said right of way line;  
 thence Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds degree curve to the left (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet) along said right of way line;  
 thence South 72 degrees 41 minutes 24 seconds East 67.65 feet along said right of way line to the East North-South 1/8 line;  
 thence South 04 degrees 07 minutes 05 seconds West 1194.88 feet along said East North-South 1/8 line to a meander line of the Northeast Bank of the Thunder Bay River;  
 thence North 80 degrees 46 minutes 50 seconds West 541.30 feet along said meander line;  
 thence North 06 degrees 21 minutes 42 seconds East 1285.13 feet to the **Point of Beginning**. Property lines extend to the Northerly water's edge of the Thunder Bay River.

**SURVEYOR'S CERTIFICATE:**

I hereby certify that this map or plat, and the field survey on which it is based were completed by me, a duly licensed surveyor in the State of Michigan, or under my direct supervision, that the positional uncertainty of all corners is within limits acceptable to the profession of Land Surveying, and that the requirements of PA 132 of 1970, as amended, have been met.

  
 David P. White, PS #4001050458



SHEET 3 OF 4

|  |  |
|--|--|
| <p style="text-align: center;"><b>M<sup>c</sup>NEELY &amp; LINCOLN</b><br/> <b>Associates, Inc.</b><br/>                 CIVIL ENGINEERING &amp; LAND SURVEYING<br/>                 PH. (734) 432-9777 FAX (734) 432-9786<br/>                 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152<br/>                 WWW.MNLINC.COM</p> | <p>For <u>ITC</u> Date <u>08/03/21</u><br/>                 Scale <u>NA</u> Drawn By <u>DPW</u><br/>                 Job No. <u>8042.995</u> Checked By <u>MRD</u></p> |
|--|--|

## CERTIFIED SURVEY

### PROPOSED PARCEL "A" DESCRIPTION:

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:  
 Commencing at the Northwest Section corner of said Section 7;  
 thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet;  
 thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:  
 (1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds degree curve to the left  
 (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);  
 (2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;  
 (3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long  
 chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);  
 (4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;  
 (5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds degree curve to the left  
 (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet);  
 and (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet to the **Point of Beginning**;  
 thence continuing along said Southwesterly 33 foot right of way line the following three (3) courses:  
 (1) South 69 degrees 01 minute 47 seconds East 255.21 feet;  
 (2) Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds degree curve to the left  
 (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet);  
 and (3) South 72 degrees 41 minutes 24 seconds East 67.65 feet;  
 thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 500.78 feet;  
 thence North 71 degrees 52 minutes 22 seconds West 401.45 feet;  
 thence North 18 degrees 08 minutes 03 seconds East 20.17 feet;  
 thence North 71 degrees 52 minutes 22 seconds West 127.22 feet;  
 thence North 06 degrees 21 minutes 42 seconds East 491.00 feet to the **Point of Beginning**. Containing  
 5.729 acres, more or less.

### PROPOSED PARCEL "B" DESCRIPTION:

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:  
 Commencing at the Northwest Section corner of said Section 7;  
 thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet;  
 thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:  
 (1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds degree curve to the left  
 (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);  
 (2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;  
 (3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long  
 chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);  
 (4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;  
 (5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds degree curve to the left  
 (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet);  
 and (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet;  
 thence South 06 degrees 21 minutes 42 seconds West 491.00 feet to the **Point of Beginning**;  
 thence South 71 degrees 52 minutes 22 seconds East 127.22 feet;  
 thence South 18 degrees 08 minutes 03 seconds West 20.17 feet;  
 thence South 71 degrees 52 minutes 22 seconds East 401.45 feet;  
 thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 694.10 feet;  
 thence North 80 degrees 46 minutes 50 seconds West, along a meander line of the Northeast Bank of the  
 Thunder Bay River, 541.30 feet; thence North 06 degrees 21 minutes 42 seconds East 794.13 feet to the  
**Point of Beginning**. Containing 8.912 acres North of meander line, more or less. Property lines extend to the  
 Northerly water's edge of the Thunder Bay River.

SHEET 4 OF 4

**M<sup>C</sup>NEELY & 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 08/03/21  
 Scale NA Drawn By DPW  
 Job No. 8042.995 Checked By MRD

**EXHIBIT B**

**WARRANTY DEED**

**WARRANTY DEED**

---

**THE GRANTOR(S): ALPENA POWER COMPANY** whose address is 401 N. 9<sup>th</sup> Ave., Alpena, Michigan 49707, conveys and warrants to MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377, the following described premises situated in the Township of Alpena, County of Alpena, State of Michigan:

[TO BE PROVIDED UPON RECEIPT OF SURVEY]

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, including riparian rights, easements, rights-of-way, roadways, minerals and mineral rights, oil, gas and other hydrocarbon substances, water and water rights, timber and timber rights and air rights and subject only to the Permitted Exceptions attached hereto as Exhibit A,

for the amount set forth in the accompanying Real Estate Transfer Tax Valuation Affidavit.

Public Act 591 of 1997 requires the following: this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**ALPENA POWER COMPANY**

By: \_\_\_\_\_  
Name: Kenneth A. Dragiewicz  
Its: President and COO

[Signature Notarized on Following Page]



STATE OF MICHIGAN )  
 )SS.  
COUNTY OF ALPENA )

The foregoing Warranty Deed was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Kenneth A. Dragiewicz, the President and COO of ALPENA POWER COMPANY on behalf of the company.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
My Commission Expires: \_\_\_\_\_

| County Treasurer's Certificate  |  | City Treasurer's Certificate  |
|---|--|---|
| Drafted By:<br><br>Matthew Hetzner (P73044)<br>ITC Holdings Corp.<br>27175 Energy Way<br>Novi, MI 48377 | When Recorded Return To:<br><br>Steve Cooper<br>ITC Holdings Corp.<br>27175 Energy Way<br>Novi, MI 48377 | Send Subsequent Tax Bills to:<br><br>Michigan Electric Transmission<br>Company, LLC<br>27175 Energy Way<br>Novi, MI 48377<br>Attn: Tax Department |

**EXHIBIT 1**

**[PERMITTED EXCEPTIONS]**

**TO BE INSERTED AFTER TITLE AND SURVEY REVIEW**

**EXHIBIT C**

**ACCESS EASEMENT**

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this "Easement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between by and between ALPENA POWER COMPANY (the "Grantor"), whose address is 401 N. 9<sup>th</sup> Ave., Alpena, Michigan 49707 and MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company (the "Grantee"), whose address is 27175 Energy Way, Novi, Michigan 48377.

### R E C I T A L S:

A. Grantor, as seller, and Grantee, as purchaser, are parties to that certain Option Agreement dated \_\_\_\_\_, 202\_\_, (the "Option Agreement").

B. Pursuant to the Option Agreement, Grantor has sold certain real property to Grantee consisting of approximately 5.72 acres ("Grantee's Property"), all of which property is located in the Alpena Township, Alpena County, Michigan. The Grantee's Property is legally described in **Exhibit A** attached hereto and the Grantor's Property is legally described in **Exhibit B** attached hereto ("Grantor's Property").

C. Grantee's Property is located adjacent to Grantor's Property as depicted on **Exhibit C** and does not abut or have access to a public road.

D. Grantee desires to obtain from Grantor and Grantor desires to provide to Grantee an easement for access, ingress, and egress to and from Grantee's Property across a portion of Grantor's Property in order to access 4 Mile road together with the right of Grantee to construct, reconstruct, maintain, repair, upgrade, expand, replace, relocate, remove, use and operate communication equipment and/or utility lines and similar facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across portions of Grantor's Property ("Grantee's Operations") as depicted and legally described on **Exhibit D** attached hereto.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Access Easement. Grantor grants, for the benefit of the present and future owners of Grantee's Property and any future divisions thereof, and their respective successors, assigns, mortgagees, lessees, employees, agents, licensees and invitees, an exclusive perpetual sixty (60) foot easement as depicted and legally described in **Exhibit D** (the "Easement Area") for ingress and egress on, over, across and through Grantor's Property in order to access 4 Mile road and perform Grantee's Operations within such Easement Area. The Easement Area is for the purpose of access, ingress and egress to Grantee's Property on, over, through, and across Grantor's Property and to provide utilities to Grantee's Property and otherwise perform Grantee's Operations thereon. Grantor acknowledges and agrees that neither Grantor nor any of Grantor's agents, licensees or invitees shall interfere with Grantee's use and enjoyment of the Easement Area for the purposes set forth herein.

2. Construction and Maintenance of Easement Area and Access Drive.

Grantee shall, at Grantee's sole expense, install an access drive (the "Access Drive") within the bounds of the Easement Area. Upon the Access Drive being installed as provided herein, Grantee shall also be responsible, at its sole expense, to cause the Access Drive to be maintained, repaired and/or replaced in accordance with all applicable laws, rules and regulations. The Grantee shall be required to maintain, at Grantee's sole expense, the Access Drive, including snow removal, as necessary for Grantee's use of the Access Drive for ingress and egress. In the event Grantee fails to comply with the requirements of this Paragraph 2, Grantor may perform the obligations of Grantee herein and Grantee shall reimburse Grantor for its actual costs and expenses within 30 days after Grantor submits an invoice to Grantee for all such costs and expenses.

3. Successors. This Easement shall be binding upon and inure to the benefit of the parties designated herein, their heirs, executors, administrator, beneficiaries, successors and assigns.

4. Governing Law. This Easement shall be construed in accordance with laws of the State of Michigan.

5. Headings. The paragraph headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement and shall not be considered in any construction or interpretation of this Easement or any part thereof.

6. Counterparts. This Easement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts when taken together shall constitute one and the same Easement.

7. Severability. In the event any provisions of this Easement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder thereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8. Amendments. Any amendment or modification of this Easement must be in writing, executed by all of the then current owners of the Grantor's Property and Grantee's Property and recorded with the Alpena County Register of Deeds.

9. Remedies. In the event of any violation and threatened violation of any of the provisions of this Easement by one of the parties, the other party shall have the right to apply to a court of competent jurisdiction for an injunction or temporary restraining order against such violation or threatened violation and/or for a decree of specific performance in addition to any other remedy allowed by law.

10. Easement Runs With The Land. This Easement shall be recorded by the parties hereto. The Easement granted herein shall run with the land.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(a) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(a).

IN WITNESS WHEREOF, the parties below have executed this Easement as of the date stated above.

*(SIGNATURES ON NEXT PAGE)*

**GRANTOR:**

ALPENA POWER COMPANY

By: \_\_\_\_\_

Name: Kenneth A. Dragiewicz

Its: President and COO

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF ALPENA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, Kenneth A. Dragiewicz, the President and COO of Alpena Power Company, a Michigan corporation, on behalf of the Company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**GRANTEE:**

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC,  
a Michigan limited liability company

By: ITC Holdings Corp., its sole manager

By: \_\_\_\_\_  
Jean Kim D'Anna

Its: Vice President and Deputy General Counsel, Legal Services

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by Jean Kim D'Anna, the Vice President and Deputy General Counsel of ITC Holdings Corp., a Michigan corporation, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Drafted by:  
Matthew S. Hetzner (P73044)  
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



**EXHIBIT A**

**GRANTEE'S PROPERTY**

**[TO BE PROVIDED]**

**EXHIBIT B**

**GRANTOR'S PROPERTY**

**[TO BE PROVIDED]**

**EXHIBIT C**

**SURVEY DEPICTION OF GRANTOR AND GRANTEE PARCELS**

**[TO BE PROVIDED]**

**EXHIBIT D**

**EASEMENT AREA SURVEY AND LEGAL DESCRIPTION**

**[TO BE PROVIDED]**

**EXHIBIT D**

**UTILITY EASEMENT**

## **EASEMENT FOR ELECTRIC FACILITIES**

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377 (hereinafter “Owner”) for \$1.00 [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants to ALPENA POWER COMPANY, a Michigan corporation, 401 N. 9<sup>th</sup> Ave., Alpena, Michigan 49707 (hereinafter “APC”).

1. Grant of Easement: A permanent, non-exclusive easement on a portion of land located in the Township of Alpena, County of Alpena, and State of Michigan as more particularly described in the attached Exhibit A (“Owner’s Land”) to access, construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, an electric distribution line or lines, on, in, under, and through an easement on Owner’s Land (hereinafter “Easement Area”) as more fully described and depicted in the attached Exhibit B, together with any 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, and all other equipment, appurtenances, and associated fixtures (collectively, the “Facilities”), within the Easement Area useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith for the purpose of distributing electricity.

2. Additional Work Space: In addition to the easement rights granted herein, Owner further grants to APC, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said Facilities. Said temporary work space shall abut the Easement Area, on either side, as required for construction.

3. Access: APC shall have the right to unimpaired access to the Easement Area, and the right of ingress and egress on, over, and through the Easement Area, for any and all purposes necessary, convenient, or incidental to the exercise by APC of the rights granted hereunder.

4. Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. APC shall have the right from time to time hereafter to enter the Easement Area to 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;

5. Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by APC expressly allowing the aforementioned.

6. Restoration: APC shall repair and restore any portion of Owner's Land adjacent to the Easement Area that is damaged or disturbed in connection with APC's work to substantially the same condition as existed immediately prior to such damage or disturbance.

7. Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by APC allowing said alteration. Likewise, APC shall not materially alter the existing grade or ground elevation within the Easement Area without the prior written agreement executed by Owner.

8. Exercise of Easement: APC's nonuse or limited use of this Easement shall not preclude APC's later use of this Easement to its full extent.

9. Ownership: Owner covenants with APC that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

10. Successors: This easement shall bind and benefit Owner's and APC's respective heirs, successors, lessees, licensees, and assigns.

11. Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

(Signature and Notary on following page)

GRANTOR:

MICHIGAN ELECTRIC TRANSMISSION  
COMPANY, LLC, a Michigan liability company

By: ITC Holdings Corp., a Michigan corporation  
Its: Sole Member

By: \_\_\_\_\_  
Name: Jean Kim D’Anna  
Its: Assistant General Counsel – Utility Operations

STATE OF MICHIGAN                    )  
  )ss  
COUNTY OF OAKLAND                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Jean Kim D’Anna, the Assistant General Counsel – Utility Operations of ITC Holdings Corp., the sole member of Michigan Electric Transmission Company, LLC, a Michigan limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public,  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Drafted By:  
  
Matthew Hetzner (P73044)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

When Recorded Return To:  
  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377



EXHIBIT A  
Owner's Land

[To Be Provided]

EXHIBIT B

[See Attached]

[To Be Provided]

## **STORM WATER DETENTION AND DRAINAGE EASEMENT AGREEMENT**

THIS STORM WATER DETENTION AND DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between ALPENA POWER COMPANY, whose address is 401 N. 9th Ave., Alpena, Michigan 49707 ("Grantor") and MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, MI 48377 ("Grantee").

### **RECITALS**

A. Grantor owns a parcel of land located in Alpena Township, County of Alpena, State of Michigan, described on Exhibit A attached hereto (the "Property").

B. The parties desire to enter into a written agreement to provide for detention and drainage easement rights and the construction and maintenance of certain storm water detention and drainage facilities on the Property.

**NOW, THEREFORE**, for consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Grantor hereby grants a non-exclusive, perpetual easement upon, under, over, above and across that portion of the Property legally described and depicted on Exhibit B (the "Storm Drainage Easement Area") to Grantee, its successors and assigns, for (i) the discharge, drainage, use, detention and retention of storm water runoff, and (ii) the construction, installation, maintenance, repair and replacement of a swale and detention basin as depicted on Exhibit C (the "Detention and Drainage Facilities"). Once constructed, Grantee shall maintain the Detention and Drainage Facilities and make any and all repairs that may from time to time be required with respect thereto.

2. Grantor hereby grants a non-exclusive, perpetual easement to Grantee, its successors and assigns, to enter upon the Property in an access area approved by Grantor to construct, install, repair and maintain the Detention and Drainage Facilities. Grantee shall be solely responsible for the cost of constructing, installing, maintaining and repairing the Detention and Drainage Facilities. In connection with this easement, Grantee and its successors, assigns, and licensees may cut or trim any and all trees, shrubs, underbrush, bushes and similar growth, now or hereafter growing upon or extending over the Storm Drainage Easement Area, but only as may be reasonably necessary to exercise the rights and obligations hereunder granted.

3. No buildings, structures or other improvements shall be erected within the Storm Drainage Easement Area.

4. In the event Grantee fails to maintain the Detention and Drainage Facilities as required hereunder, Grantor may undertake that maintenance obligation upon providing Grantee (30) days written notice. In the event Grantor shall undertake maintenance obligations under this Paragraph, Grantee shall reimburse Grantor for its actual and direct costs incurred in performing such maintenance obligations within thirty (30) days after Grantee's receipt of an invoice and reasonable documentation evidencing such costs.

5. This Agreement shall run with the land and be binding on each party's successors and assigns.

6. This Agreement may be terminated, modified or amended only by a written instrument recorded in the office of the Register of Deeds in Alpena County, Michigan signed by all of the owners then having an interest in the Parcels, and any portion thereof.

7. This Agreement is exempt from state and county transfer taxes pursuant to MCL 207.526(a) and MCL 207.505(a).

[signature pages follow]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

ALPENA POWER COMPANY

By: \_\_\_\_\_

Name: Kenneth A. Dragiewicz

Its: President and COO

STATE OF MICHIGAN                    )  
  ) SS.  
COUNTY OF ALPENA                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Kenneth A. Dragiewicz, President and COO of Alpena Power Company, on behalf of the company.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
Acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

[Grantee's signature page follows]

**GRANTEE:**

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC,  
a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation, its manager

By: \_\_\_\_\_

Jean Kim D'Anna

Its: Vice President and Deputy General Counsel, Legal Services

STATE OF MICHIGAN                    )  
  ) SS.  
COUNTY OF OAKLAND                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Jean Kim D'Anna, the Vice President and Deputy General Counsel, Legal Services, a Michigan limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
Acting in Oakland County, MI  
My Commission Expires: \_\_\_\_\_

Drafted by:

Matthew Hetzner (P73044)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

When recorded return to:

Real Estate Manager  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

**EXHIBIT A**

**Legal Description of the Property**

**EXHIBIT B**

**Legal Description of the Storm Drain Easement Area**



## **EXHIBIT C**

### **Depiction of Storm Drainage Easement Area and Detention and Drainage Facilities**

Received 6/3/22  
Date \_\_\_\_\_ Time 9:30a  
Alpena Register of Deeds

**L: 548 P: 27 DWD**  
06/03/2022 10:24 AM Page: 1 of 4 \$30.00  
Catherine Murphy, Register Alpena Co., Mi



Alpena County Alpena Michigan

I hereby certify that there are no tax liens or titles held by the State on lands described herein, and that there are no tax liens or titles held by individuals on said lands for the five years preceding the 3<sup>rd</sup> day of June 2022 and that all taxes for said five years are paid as shown by the records of this office. This certificate does not apply to taxes, if any, now in process of collection by township, city or village treasurers.

Kimberly Ludlow <sup>ATR</sup> Alpena County Treasurer  
(See 135 Act 206 1393 as amended See 3531 CL 1929)

**WARRANTY DEED**

**THE GRANTOR: ALPENA POWER COMPANY**, a Michigan corporation, whose address is 401 N. 9<sup>th</sup> Ave., Alpena, Michigan 49707, conveys and warrants to **MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC**, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377, the following described premises situated in the Township of Alpena, County of Alpena, State of Michigan:

See Attached Exhibit A

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, including riparian rights, easements, rights-of-way, roadways, minerals and mineral rights, oil, gas and other hydrocarbon substances, water and water rights, timber and timber rights and air rights,

for the amount set forth in the accompanying Real Estate Transfer Tax Valuation Affidavit.

Public Act 591 of 1997 requires the following: this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Subject only to those encumbrances listed on Exhibit B ("Permitted Exceptions").

Dated this 12th day of May, 2022

[Signature page follows]

40778252 DER





EXHIBIT A TO WARRANTY DEED

LEGAL DESCRIPTION

Land Situated in the State of Michigan, County of Alpena, Township of Alpena more particularly described as follows:

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:

Commencing at the Northwest Section corner of said Section 7; thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet; thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:

- (1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);
- (2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;
- (3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);
- (4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;
- (5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet); and
- (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet to the Point of Beginning;

thence continuing along said Southwesterly 33 foot right of way line the following three (3) courses:

- (1) South 69 degrees 01 minute 47 seconds East 255.21 feet;
- (2) Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds curve to the left (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet); and
- (3) South 72 degrees 41 minutes 24 seconds East 67.65 feet;

thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 500.78 feet; thence North 71 degrees 52 minutes 22 seconds West 401.45 feet; thence North 18 degrees 08 minutes 03 seconds East 20.17 feet; thence North 71 degrees 52 minutes 22 seconds West 127.22 feet; thence North 06 degrees 21 minutes 42 seconds East 491.00 feet to the Point of Beginning.

Commonly known as: Vacant Land, Long Rapids Road, Alpena Township

Parcel Identification No.: 012-007-000-300-03 (includes more land); New Parcel Identification No. for 2023: 012-007-000-300-28

012-007-000-300-03

L: 548 P: 27 DWD

06/03/2022 10:24 AM Page: 4 of 4

Catherine Murphy, Register Alpena Co., Mi

\$30.00



**EXHIBIT B TO WARRANTY DEED**

**PERMITTED EXCEPTIONS**

1. Taxes and assessments for 2022 and subsequent years, a lien not yet due and payable.
2. Right of Way and/or Easements granted to Consumers Power Company (now known as Consumers Energy) and recorded in Liber 124, Page 422, Alpena County Records.
3. Right of Way and/or Easements, solely with respect to the easements for electrical transmission and/or distribution equipment, granted to Consumers Power Company (now known as Consumers Energy) and recorded in Liber 172, Page 143, Alpena County Records.

MAY 25 2022

Michigan Department of Treasury  
2766 (Rev. 05-16)

Postmark: 5-24-22

L-4260

**Property Transfer Affidavit**

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The **completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

|   |  |   |   |
|---|--|---|---|
| 1. Street Address of Property<br>Vacant Land, Long Rapids Road  |  | 2. County<br>Alpena   | 3. Date of Transfer (or land contract signed)<br>May 12, 2022 |
| 4. Location of Real Estate (Check appropriate field and enter name in the space below.)<br><input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village<br>Alpena  |  | 5. Purchase Price of Real Estate<br>\$39,106.15   | 6. Seller's (Transferor) Name<br>Alpena Power Company         |
| 7. Property Identification Number (PIN). If you don't have a PIN, attach legal description.<br><b>PIN.</b> This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.<br><br>012-007-000-300-28 (for 2023 taxes); Part of 012-007-000-300-03                       |  | 8. Buyer's (Transferee) Name and Mailing Address<br>Michigan Electric Transmission Company, LLC<br>27175 Energy Way, Novi, MI 48377 |   |
|   |  | 9. Buyer's (Transferee) Telephone Number<br>(248) 936-3000  |   |
| <b>Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.</b>  |  |   |   |
| 10. Type of Transfer. <b>Transfers</b> include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list.<br><input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____ |  |   |   |
| 11. Was property purchased from a financial institution?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  | 12. Is the transfer between related persons?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                 |   |
| 13. Amount of Down Payment  |  |   |   |
| 14. If you financed the purchase, did you pay market rate of interest?<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |  | 15. Amount Financed (Borrowed)  |   |

**EXEMPTIONS**

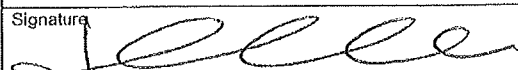
Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members \*(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor \*\* (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: \_\_\_\_\_

**CERTIFICATION**

I certify that the information above is true and complete to the best of my knowledge.

Printed Name  
\*\*\* Jean Kim D'Anna, VP and Deputy GC, Legal Services of ITC Holdings Corp., the Sole Manager

Signature  


Date  
5/10/2022

Name and title, if signer is other than the owner  
\*\*\* See above

Daytime Phone Number  
(248) 936-3000

E-mail Address  
jdanna@itctransco.com

Received

Date 6/3/22 Time 9:39a

Alpena Register of Deeds

L: 548 P: 28 ERW

06/03/2022 10:24 AM Page: 1 of 9

Catherine Murphy, Register Alpena Co., MI

\$30.00



### ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this “Easement”) is entered into as of this 12<sup>th</sup> day of May, 2022, by and between by and between ALPENA POWER COMPANY (the “Grantor”), whose address is 401 N. 9<sup>th</sup> Ave., Alpena, Michigan 49707 and MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company (the “Grantee”), whose address is 27175 Energy Way, Novi, Michigan 48377.

#### RECITALS:

A. Grantor, as seller, and Grantee, as purchaser, are parties to that certain Option Agreement dated February 28, 2022 (the “Option Agreement”).

B. Pursuant to the Option Agreement, Grantor has sold or will sell certain real property to Grantee consisting of approximately 5.72 acres (“Grantee’s Property”), all of which property is located in the Alpena Township, Alpena County, Michigan. The Grantee’s Property is legally described in Exhibit A attached hereto and the Grantor’s Property is legally described in Exhibit B attached hereto (“Grantor’s Property”).

C. Grantee’s Property is located adjacent to Grantor’s Property and does not abut or have access to a public road.

D. Grantee desires to obtain from Grantor and Grantor desires to provide to Grantee an easement for access, ingress, and egress to and from Grantee’s Property across a portion of Grantor’s Property in order to access 4 Mile road together with the right of Grantee to construct, reconstruct, maintain, repair, upgrade, expand, replace, relocate, remove, use and operate communication equipment and/or utility lines and similar facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across portions of Grantor’s Property (“Grantee’s Operations”) as depicted and legally described on Exhibit C attached hereto.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Access Easement. Grantor grants, for the benefit of the present and future owners of Grantee’s Property and any future divisions thereof, and their respective successors, assigns, mortgagees, lessees, employees, agents, licensees and invitees, an exclusive perpetual sixty (60)



foot easement as depicted and legally described in Exhibit C (the “Easement Area”) for ingress and egress on, over, across and through Grantor’s Property in order to access 4 Mile road and perform Grantee’s Operations within such Easement Area. The Easement Area is for the purpose of access, ingress and egress to Grantee’s Property on, over, through, and across Grantor’s Property and to provide utilities to Grantee’s Property and otherwise perform Grantee’s Operations thereon. Grantor acknowledges and agrees that neither Grantor nor any of Grantor’s agents, licensees or invitees shall interfere with Grantee’s use and enjoyment of the Easement Area for the purposes set forth herein.

2. Construction and Maintenance of Easement Area and Access Drive.

Grantee shall, at Grantee’s sole expense, install an access drive (the “Access Drive”) within the bounds of the Easement Area. Upon the Access Drive being installed as provided herein, Grantee shall also be responsible, at its sole expense, to cause the Access Drive to be maintained, repaired and/or replaced in accordance with all applicable laws, rules and regulations. The Grantee shall be required to maintain, at Grantee’s sole expense, the Access Drive, including snow removal, as necessary for Grantee’s use of the Access Drive for ingress and egress. In the event Grantee fails to comply with the requirements of this Paragraph 2, Grantor may perform the obligations of Grantee herein and Grantee shall reimburse Grantor for its actual costs and expenses within 30 days after Grantor submits an invoice to Grantee for all such costs and expenses.

3. Successors. This Easement shall be binding upon and inure to the benefit of the parties designated herein, their heirs, executors, administrator, beneficiaries, successors and assigns.

4. Governing Law. This Easement shall be construed in accordance with laws of the State of Michigan.

5. Headings. The paragraph headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement and shall not be considered in any construction or interpretation of this Easement or any part thereof.

6. Counterparts. This Easement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts when taken together shall constitute one and the same Easement.

7. Severability. In the event any provisions of this Easement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder thereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8. Amendments. Any amendment or modification of this Easement must be in writing, executed by all of the then current owners of the Grantor’s Property and Grantee’s Property and recorded with the Alpena County Register of Deeds.

9. Remedies. In the event of any violation and threatened violation of any of the provisions of this Easement by one of the parties, the other party shall have the right to apply to a





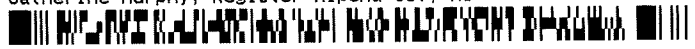
court of competent jurisdiction for an injunction or temporary restraining order against such violation or threatened violation and/or for a decree of specific performance in addition to any other remedy allowed by law.

10. Easement Runs With The Land. This Easement shall be recorded by the parties hereto. The Easement granted herein shall run with the land.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(a) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(a).

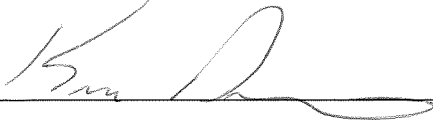
IN WITNESS WHEREOF, the parties below have executed this Easement as of the date stated above.

*(SIGNATURES ON NEXT PAGE)*



**GRANTOR:**

ALPENA POWER COMPANY,  
a Michigan corporation

By: 

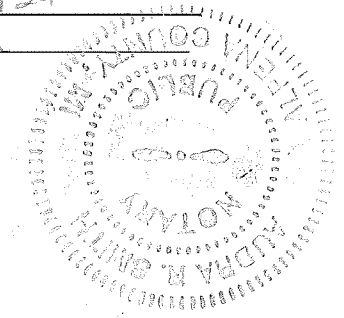
Name: Kenneth A. Dragiewicz

Its: President and COO

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF ALPENA     )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2022, by Kenneth A. Dragiewicz, the President and COO of Alpena Power Company, a Michigan corporation, on behalf of the company.

Audra R. Smith  
AUDRA R. SMITH Notary Public, Michigan County, Alpena  
My Commission Expires: 2/16/29  
Acting in the County of Alpena



GRANTEE:

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC,  
a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation  
Its: Sole Manager

By: [Signature]  
Name: Jean Kim D'Anna  
Its: Vice President and Deputy General Counsel – Legal Services

STATE OF MICHIGAN )  
 )ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 2022 by Jean Kim D'Anna, the Vice President and Deputy General Counsel – Legal Services of ITC Holdings Corp., a Michigan corporation, the Sole Manager of Michigan Electric Transmission Company, LLC, a Michigan limited liability company, on behalf of said limited liability company.

M. WEAVER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Jun 20, 2024  
ACTING IN COUNTY OF Oakland

[Signature]  
Notary Public,  
Macomb County, Michigan  
My commission expires: 6/20/24  
Acting in the County of Oakland

Drafted by:  
Matthew S. Hetzner (P73044)  
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

\* RETURN TO:  
Fidelity National Title  
45467 Market St.  
Shelby Twp, MI 48315



EXHIBIT A

GRANTEE'S PROPERTY

Land Situated in the State of Michigan, County of Alpena, Township of Alpena more particularly described as follows:

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:

Commencing at the Northwest Section corner of said Section 7; thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet; thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:

- (1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);
- (2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;
- (3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);
- (4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;
- (5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet); and
- (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet to the Point of Beginning;

thence continuing along said Southwesterly 33 foot right of way line the following three (3) courses:

- (1) South 69 degrees 01 minute 47 seconds East 255.21 feet;
- (2) Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds curve to the left (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet); and
- (3) South 72 degrees 41 minutes 24 seconds East 67.65 feet;

thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 500.78 feet; thence North 71 degrees 52 minutes 22 seconds West 401.45 feet; thence North 18 degrees 08 minutes 03 seconds East 20.17 feet; thence North 71 degrees 52 minutes 22 seconds West 127.22 feet; thence North 06 degrees 21 minutes 42 seconds East 491.00 feet to the Point of Beginning.

Commonly known as: Vacant Land, Long Rapids Road, Alpena Township

Parcel Identification No.: 012-007-000-300-03 (includes more land); New Parcel Identification No. for 2023: 012-007-000-300-28



**EXHIBIT B**

**GRANTOR'S PROPERTY**

Part of Government Lot 4 of Fractional Section 7, Town 31 North, Range 8 East, Alpena Township, Alpena County, Michigan, described as:

Commencing at the South 1/4 corner of said Section 7;  
thence South 85 degrees 24 minutes 35 seconds East 33.00 feet along the South line of said Section;  
thence North 04 degrees 23 minutes 14 seconds East 32.50 feet parallel with the North-South 1/4 line of said Section to the Northerly right of way line of Lake Winyah Road;  
thence continuing North 04 degrees 23 minutes 14 seconds East 197.35 feet parallel with the North-South 1/4 line of said Section;  
thence South 85 degrees 24 minutes 35 seconds East 781.11 feet parallel with the South line of said Section;  
thence North 04 degrees 06 minutes 46 seconds East 405.24 feet to a meander point on the South bank of the Thunder Bay River; thence continuing North 04 degrees 06 minutes 46 seconds East 566.59 feet to a meander point on the North bank of the Thunder Bay River;  
thence North 06 degrees 22 minutes 01 second East 51.45 feet to the Point of Beginning;  
thence South 83 degrees 06 minutes 35 seconds West 266.17 feet;  
thence South 87 degrees 55 minutes 06 seconds West 91.43 feet;  
thence North 78 degrees 34 minutes 43 seconds West 78.22 to a point on the Easterly line of the 1991 project boundary for Four Mile Dam; thence North 20 degrees 06 minutes 03 seconds West 89.74 feet along said Easterly line; thence North 06 degrees 53 minutes 57 seconds East 190.36 feet along said Easterly line to the Easterly line of a 30 foot easement as described in Liber 290, page 771, Alpena County Records;  
thence North 44 degrees 58 minutes 34 seconds East 147.59 feet along said Easterly easement line;  
thence North 33 degrees 36 minutes 13 seconds East 150.81 feet along said Easterly easement line;  
thence North 26 degrees 02 minutes 10 seconds East 834.43 feet along said Easterly easement line to the Southerly right of way line of Long Rapids Road;  
thence South 89 degrees 01 minute 47 seconds East 17.59 feet along said right of way line to the Northwest corner of Parcel 4-B as described in a survey recorded in Liber 3, page 607, Alpena County Records;  
thence South 06 degrees 22 minutes 01 second West 1233.69 feet along the Westerly line of said Parcel 4-B to the Point of Beginning.

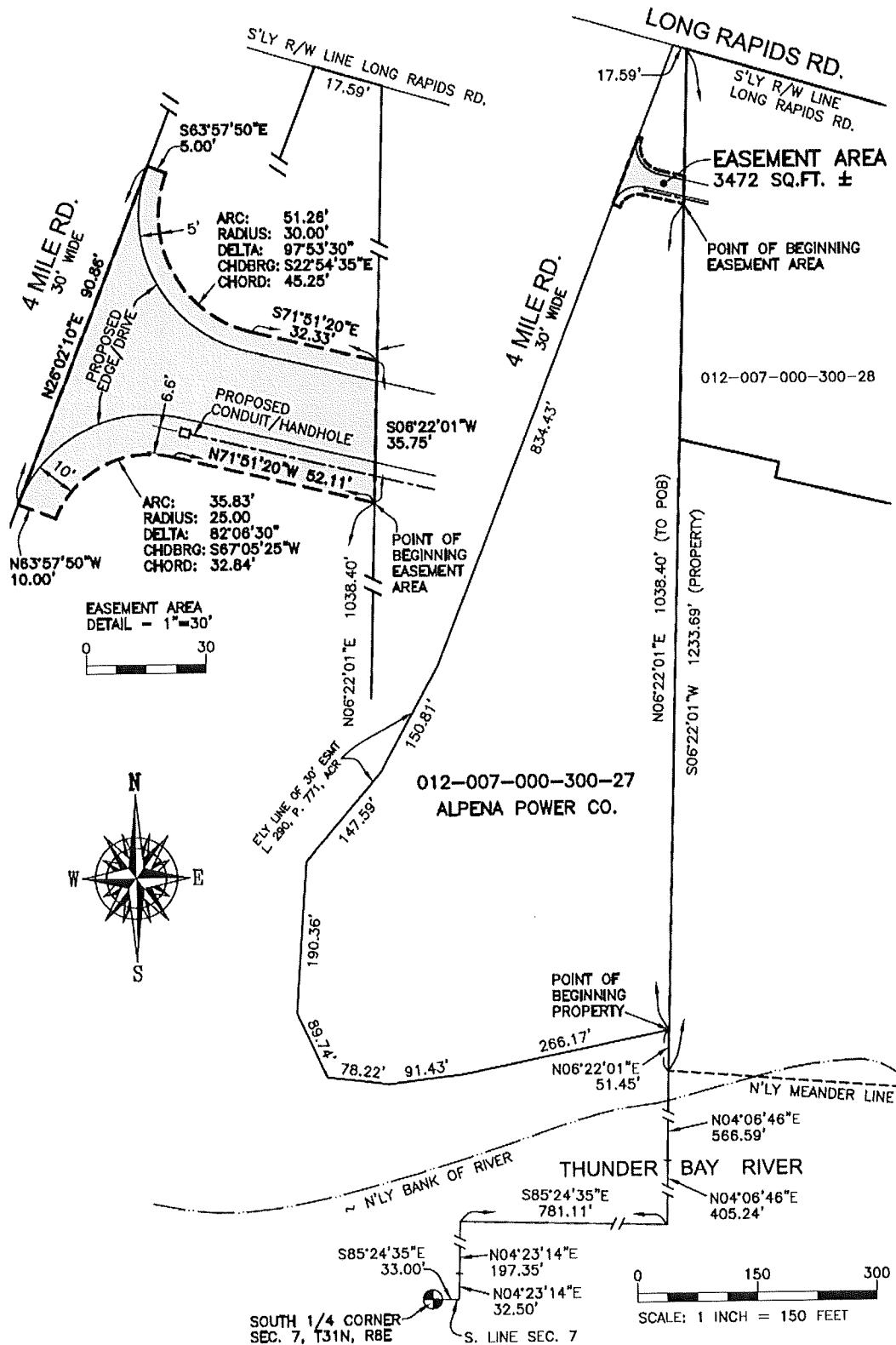
Commonly known as: Vacant Land, Long Rapids Road, Alpena Township

Parcel Identification No.: 012-007-000-300-27



EXHIBIT C

EASEMENT AREA SURVEY AND LEGAL DESCRIPTION





**DESCRIPTION OF EASEMENT AREA**

Part of Government Lot 4 of Fractional Section 7, Town 31 North, Range 8 East, Alpena Township, Alpena County, Michigan, described as:

Commencing at the South 1/4 corner of Section 7, Town 31 North, Range 8 East;  
 thence South 85 degrees 24 minutes 35 seconds East 33.00 feet along the South line of Section 7;  
 thence North 04 degrees 23 minutes 14 seconds East 32.50 feet parallel with the North-South 1/4 line of Section 7 to the Northerly right of way line of Lake Winyah Road;  
 thence continuing North 04 degrees 23 minutes 14 seconds East 197.35 feet parallel with the North-South 1/4 line of Section 7;  
 thence South 85 degrees 24 minutes 35 seconds East 781.11 feet parallel with the South line of Section 7;  
 thence North 04 degrees 06 minutes 46 seconds East 405.24 feet to a meander point on the South bank of the Thunder Bay River;  
 thence continuing North 04 degrees 06 minutes 46 seconds East 566.59 feet to a meander point on the North bank of the Thunder Bay River;  
 thence North 06 degrees 22 minutes 01 second East 51.45 feet;  
 thence continuing North 06 degrees 22 minutes 01 second East 1038.40 feet to the **Point of Beginning**;  
 thence North 71 degrees 51 minutes 20 seconds West 52.11 feet;  
 thence Southwesterly 35.83 feet along the arc of a curve to the left, radius 25.00 feet, central angle 82 degrees 06 minutes 30 seconds, chord bears South 67 degrees 05 minutes 25 seconds West 32.84 feet;  
 thence North 63 degrees 57 minutes 50 seconds West 10.00 feet;  
 thence North 26 degrees 02 minutes 10 seconds East 90.86 feet;  
 thence South 63 degrees 57 minutes 50 seconds East 5.00 feet;  
 thence Southeasterly 51.26 feet along the arc of a curve to the left, radius 30.00 feet, central angle 97 degrees 53 minutes 30 seconds, chord bears South 22 degrees 54 minutes 35 seconds East 45.25 feet;  
 thence South 71 degrees 51 minutes 20 seconds East 32.33 feet;  
 thence South 06 degrees 22 minutes 01 second West 35.75 feet to the **Point of Beginning**.

Affects land commonly known as: Vacant Land, Long Rapids Road, Alpena Township

Parcel Identification No.: 012-007-000-300-27

Received

Date 6/3/22 Time 9:40a

Alpena Register of Deeds

L: 548 P: 29 ERW

06/03/2022 10:24 AM Page: 1 of 8

Catherine Murphy, Register Alpena Co., Mi

\$30.00



## EASEMENT FOR ELECTRIC FACILITIES

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377 (hereinafter "Owner") for \$1.00 [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants to ALPENA POWER COMPANY, a Michigan corporation, whose address is 401 N. 9<sup>th</sup> Ave., Alpena, Michigan 49707 (hereinafter "APC"):

1. Grant of Easement: A permanent, non-exclusive easement on a portion of land located in the Township of Alpena, County of Alpena, and State of Michigan as more particularly described in the attached **Exhibit A** ("Owner's Land") to access, construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, an electric distribution line or lines, on, in, under, and through an easement on Owner's Land (hereinafter, collectively, the "Easement Area") as more fully described and depicted in the attached **Exhibit B-1** (with respect to overhead lines) and **Exhibit B-2** (with respect to underground lines), together with any 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, and all other equipment, appurtenances, and associated fixtures (collectively, the "Facilities"), within the Easement Area useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith for the purpose of distributing electricity.

2. Additional Work Space: In addition to the easement rights granted herein, Owner further grants to APC, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said Facilities. Said temporary work space shall abut the Easement Area, on either side, as required for construction.

3. Access: APC shall have the right to unimpaired access to the Easement Area, and the right of ingress and egress on, over, and through the Easement Area, for any and all purposes necessary, convenient, or incidental to the exercise by APC of the rights granted hereunder.

4. Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. APC shall have the right from time to time hereafter to enter the Easement Area to 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.





5. Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by APC expressly allowing the aforementioned.

6. Restoration: APC shall repair and restore any portion of Owner's Land adjacent to the Easement Area that is damaged or disturbed in connection with APC's work to substantially the same condition as existed immediately prior to such damage or disturbance.

7. Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by APC allowing said alteration. Likewise, APC shall not materially alter the existing grade or ground elevation within the Easement Area without the prior written agreement executed by Owner.

8. Exercise of Easement: APC's nonuse or limited use of this Easement shall not preclude APC's later use of this Easement to its full extent.

9. Ownership: Owner covenants with APC that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

10. Successors: This easement shall bind and benefit Owner's and APC's respective heirs, successors, lessees, licensees, and assigns.

11. Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

(Signature and Notary on following page)



GRANTOR:

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan liability company

By: ITC Holdings Corp., a Michigan corporation  
Its: Sole Manager

By: [Signature]  
Name: Jean Kim D'Anna  
Its: Vice President and Deputy General Counsel – Legal Services

STATE OF MICHIGAN )  
 )ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 2022 by Jean Kim D'Anna, the Vice President and Deputy General Counsel – Legal Services of ITC Holdings Corp., a Michigan corporation, the Sole Manager of Michigan Electric Transmission Company, LLC, a Michigan limited liability company, on behalf of said limited liability company.

M. WEAVER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Jun 20, 2024  
ACTING IN COUNTY OF Oakland

[Signature]  
Notary Public,  
Macomb County, Michigan  
My commission expires: 6/20/24  
Acting in the County of Oakland

Drafted By:

Matthew Hetzner (P73044)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

When Recorded Return To:

ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

\* RETURN TO:

Fidelity National Title  
45467 Market St.  
Shelby Twp, MI 48315



EXHIBIT A

Owner's Land

Land Situated in the State of Michigan, County of Alpena, Township of Alpena more particularly described as follows:

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:

Commencing at the Northwest Section corner of said Section 7; thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet; thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:

- (1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);
- (2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;
- (3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);
- (4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;
- (5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet); and
- (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet to the Point of Beginning;

thence continuing along said Southwesterly 33 foot right of way line the following three (3) courses:

- (1) South 69 degrees 01 minute 47 seconds East 255.21 feet;
- (2) Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds curve to the left (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet); and
- (3) South 72 degrees 41 minutes 24 seconds East 67.65 feet;

thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 500.78 feet; thence North 71 degrees 52 minutes 22 seconds West 401.45 feet; thence North 18 degrees 08 minutes 03 seconds East 20.17 feet; thence North 71 degrees 52 minutes 22 seconds West 127.22 feet; thence North 06 degrees 21 minutes 42 seconds East 491.00 feet to the Point of Beginning.

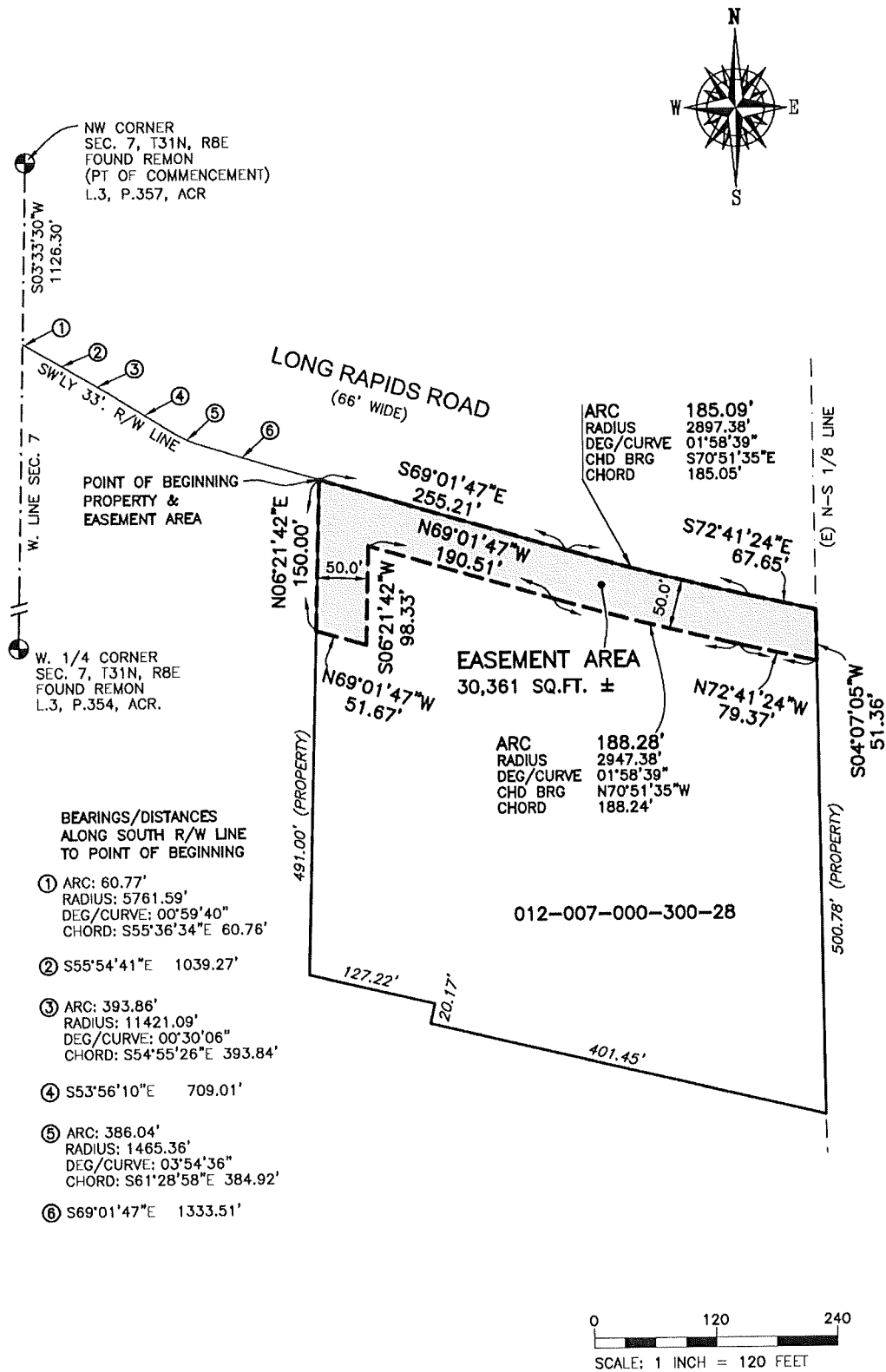
Commonly known as: Vacant Land, Long Rapids Road, Alpena Township

Parcel Identification No.: 012-007-000-300-03 (includes more land); New Parcel Identification No. for 2023: 012-007-000-300-28



EXHIBIT B-1

Depiction and Description of the Easement Area (Overhead Lines)





**DESCRIPTION OF EASEMENT AREA**

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:

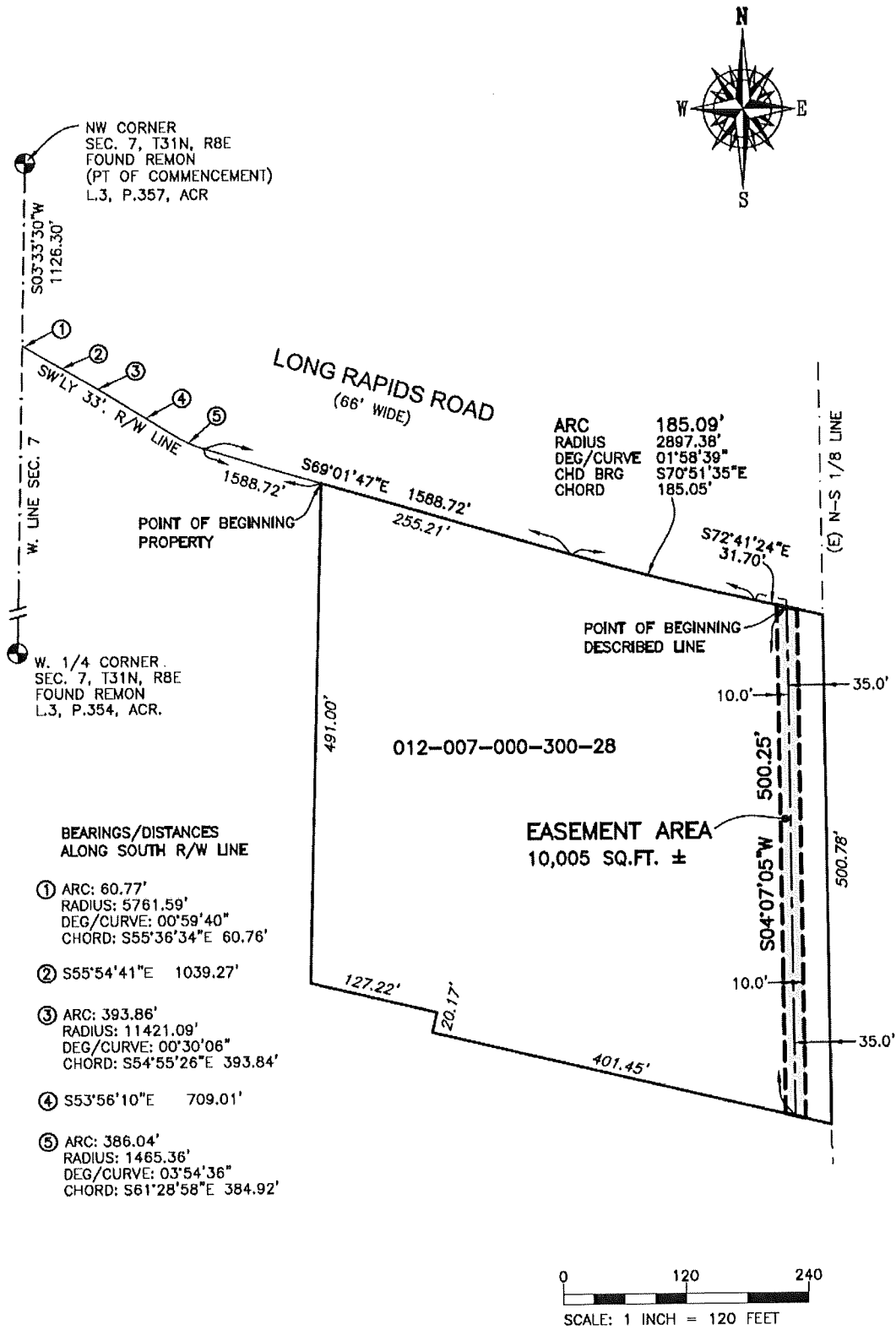
Commencing at the Northwest Section corner of said Section 7;  
thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet;  
thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:  
(1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet),  
(2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet,  
(3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet),  
(4) South 53 degrees 56 minutes 10 seconds East 709.01 feet,  
(5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet)  
and (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet to the **Point of Beginning**;  
thence continuing along said Southwesterly 33 foot right of way line the following three (3) courses:  
(1) South 69 degrees 01 minute 47 seconds East 255.21 feet,  
(2) Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds curve to the left (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet)  
and (3) South 72 degrees 41 minutes 24 seconds East 67.65 feet;  
thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 51.36 feet;  
thence North 72 degrees 41 minutes 24 seconds West 79.37 feet;  
thence Northwesterly 188.28 feet along the arc of a 01 degree 58 minutes 39 seconds curve to the right, long chord bears North 70 degrees 51 minutes 35 seconds West 188.24 feet;  
thence North 69 degrees 01 minute 47 seconds West 190.51 feet;  
thence South 06 degrees 21 minutes 42 seconds West 98.33 feet;  
thence North 69 degrees 01 minute 47 seconds West 51.67 feet;  
thence North 06 degrees 21 minutes 42 seconds East 150.00 feet to the **Point of Beginning**.

Affects land commonly known as: Vacant Land, Long Rapids Road, Alpena Township

Parcel Identification No.: 012-007-000-300-03 (includes more land); New Parcel Identification No. for 2023: 012-007-000-300-28

EXHIBIT B-2

Depiction and Description of the Easement Area (Underground Lines)





**DESCRIPTION OF EASEMENT AREA**

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:

All that part of the above-described Property that lies within 10 feet on each side of the following described line:

Commencing at the Northwest Section corner of Section 7, Town 31 North, Range 8 East;

thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet;

thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following eight (8) courses:

(1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet),

(2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet,

(3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet),

(4) South 53 degrees 56 minutes 10 seconds East 709.01 feet,

(5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds degree curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet),

(6) South 69 degrees 01 minute 47 seconds East 1588.72 feet,

(7) Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds degree curve to the left (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet)

and (8) South 72 degrees 41 minutes 24 seconds East 31.70 feet to the **Point of Beginning** of the described line;

thence South 04 degrees 07 minutes 05 seconds West 500.25 feet to the **Point of Ending**. The sidelines of the above-described easement shall be extended or shortened to terminate at the boundaries of the above-described Property.

Affects land commonly known as: Vacant Land, Long Rapids Road, Alpena Township

Parcel Identification No.: 012-007-000-300-03 (includes more land); New Parcel Identification No. for 2023: 012-007-000-300-28

Received

Date 6/3/22 Time 9:41a

Alpena Register of Deeds

L: 548 P: 30 ERW

06/03/2022 10:24 AM Page: 1 of 7  
Catherine Murphy, Register Alpena Co., Mi

\$30.00



**STORM WATER DETENTION AND DRAINAGE EASEMENT AGREEMENT**

THIS STORM WATER DETENTION AND DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made as of this 12<sup>th</sup> day of May, 2022, by and between ALPENA POWER COMPANY, whose address is 401 N. 9th Ave., Alpena, Michigan 49707 ("Grantor") and MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, MI 48377 ("Grantee").

**RECITALS**

A. Grantor owns a parcel of land located in Alpena Township, County of Alpena, State of Michigan, described on Exhibit A attached hereto (the "Property").

B. The parties desire to enter into a written agreement to provide for detention and drainage easement rights and the construction and maintenance of certain storm water detention and drainage facilities on the Property.

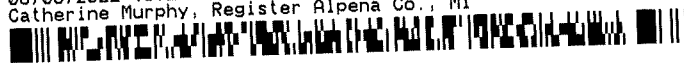
**NOW, THEREFORE**, for consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Grantor hereby grants a non-exclusive, perpetual easement upon, under, over, above and across that portion of the Property legally described on Exhibit B (the "Storm Drainage Easement Area") to Grantee, its successors and assigns, for (i) the discharge, drainage, use, detention and retention of storm water runoff, and (ii) the construction, installation, maintenance, repair and replacement of a swale and detention basin (the "Detention and Drainage Facilities"), as such Storm Drainage Easement Area is depicted on Exhibit C attached hereto. Once constructed, Grantee shall maintain the Detention and Drainage Facilities and make any and all repairs that may from time to time be required with respect thereto.

2. Grantor hereby grants a non-exclusive, perpetual easement to Grantee, its successors and assigns, to enter upon the Property in an access area approved by Grantor to construct, install, repair and maintain the Detention and Drainage Facilities. Grantee shall be solely responsible for the cost of constructing, installing, maintaining and repairing the Detention and Drainage Facilities. In connection with this easement, Grantee and its successors, assigns, and licensees may cut or trim any and all trees, shrubs, underbrush, bushes and similar growth, now or hereafter growing upon or extending over the Storm Drainage Easement Area, but only as may be reasonably necessary to exercise the rights and obligations hereunder granted.

*A0778252 DER*





3. No buildings, structures or other improvements shall be erected within the Storm Drainage Easement Area.

4. In the event Grantee fails to maintain the Detention and Drainage Facilities as required hereunder, Grantor may undertake that maintenance obligation upon providing Grantee (30) days written notice. In the event Grantor shall undertake maintenance obligations under this Paragraph, Grantee shall reimburse Grantor for its actual and direct costs incurred in performing such maintenance obligations within thirty (30) days after Grantee's receipt of an invoice and reasonable documentation evidencing such costs.

5. This Agreement shall run with the land and be binding on each party's successors and assigns.

6. This Agreement may be terminated, modified or amended only by a written instrument recorded in the office of the Register of Deeds in Alpena County, Michigan signed by all of the owners then having an interest in the Parcels, and any portion thereof.

7. This Agreement is exempt from state and county transfer taxes pursuant to MCL 207.526(a) and MCL 207.505(a).

[signature pages follow]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

ALPENA POWER COMPANY, a Michigan corporation

By: *Kenneth A. Dragiewicz*

Name: Kenneth A. Dragiewicz

Its: President and COO

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF ALPENA )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2022 by Kenneth A. Dragiewicz, President and COO of Alpena Power Company, a Michigan corporation, on behalf of the company.

*Audra R. Smith*  
Print Name: Audra R. Smith  
Notary Public, Alpena County, MI  
Acting in Alpena County, MI  
My Commission Expires: 2/16/29



[Grantee's signature page follows]



GRANTEE:

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC,  
a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation  
Its: Sole Manager

By: [Signature]

Name: Jean Kim D'Anna

Its: Vice President and Deputy General Counsel – Legal Services

STATE OF MICHIGAN )  
 )ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 2022 by Jean Kim D'Anna, the Vice President and Deputy General Counsel – Legal Services of ITC Holdings Corp., a Michigan corporation, the Sole Manager of Michigan Electric Transmission Company, LLC, a Michigan limited liability company, on behalf of said limited liability company.

M. WEAVER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Jun 20, 2027  
ACTING IN COUNTY OF Oakland

[Signature]  
Notary Public  
Macomb County, Michigan  
My commission expires: 6/20/24  
Acting in the County of Oakland

Drafted by:

Matthew Hetzner (P73044)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

When recorded return to:

Real Estate Manager  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

\* RETURN TO:  
Fidelity National Title  
45467 Market St.  
Shelby Twp, MI 48315



EXHIBIT A

Legal Description of the Property

Land in the Township of Alpena, County of Alpena, State of Michigan described as follows:

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:  
Commencing at the Northwest Section corner of said Section 7;  
thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet;  
thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:  
(1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds degree curve to the left  
(long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);  
(2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;  
(3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long  
chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);  
(4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;  
(5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds degree curve to the left  
(long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet);  
and (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet;  
thence South 06 degrees 21 minutes 42 seconds West 491.00 feet to the **Point of Beginning**;  
thence South 71 degrees 52 minutes 22 seconds East 127.22 feet;  
thence South 18 degrees 08 minutes 03 seconds West 20.17 feet;  
thence South 71 degrees 52 minutes 22 seconds East 401.45 feet;  
thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 694.10 feet;  
thence North 80 degrees 46 minutes 50 seconds West, along a meander line of the Northeast Bank of the  
Thunder Bay River, 541.30 feet; thence North 06 degrees 21 minutes 42 seconds East 794.13 feet to the  
**Point of Beginning**. Containing 8.912 acres North of meander line, more or less. Property lines extend to the  
Northerly water's edge of the Thunder Bay River.

Commonly known as: Vacant Land, Long Rapids Road/4 Mile Road, Alpena Township

Parcel Identification No.: 012-007-000-300-03 (includes more land); New Parcel Identification  
No. for 2023: 012-007-000-300-29



EXHIBIT B

Legal Description of the Storm Drainage Easement Area

Land in the Township of Alpena, County of Alpena, State of Michigan described as follows:

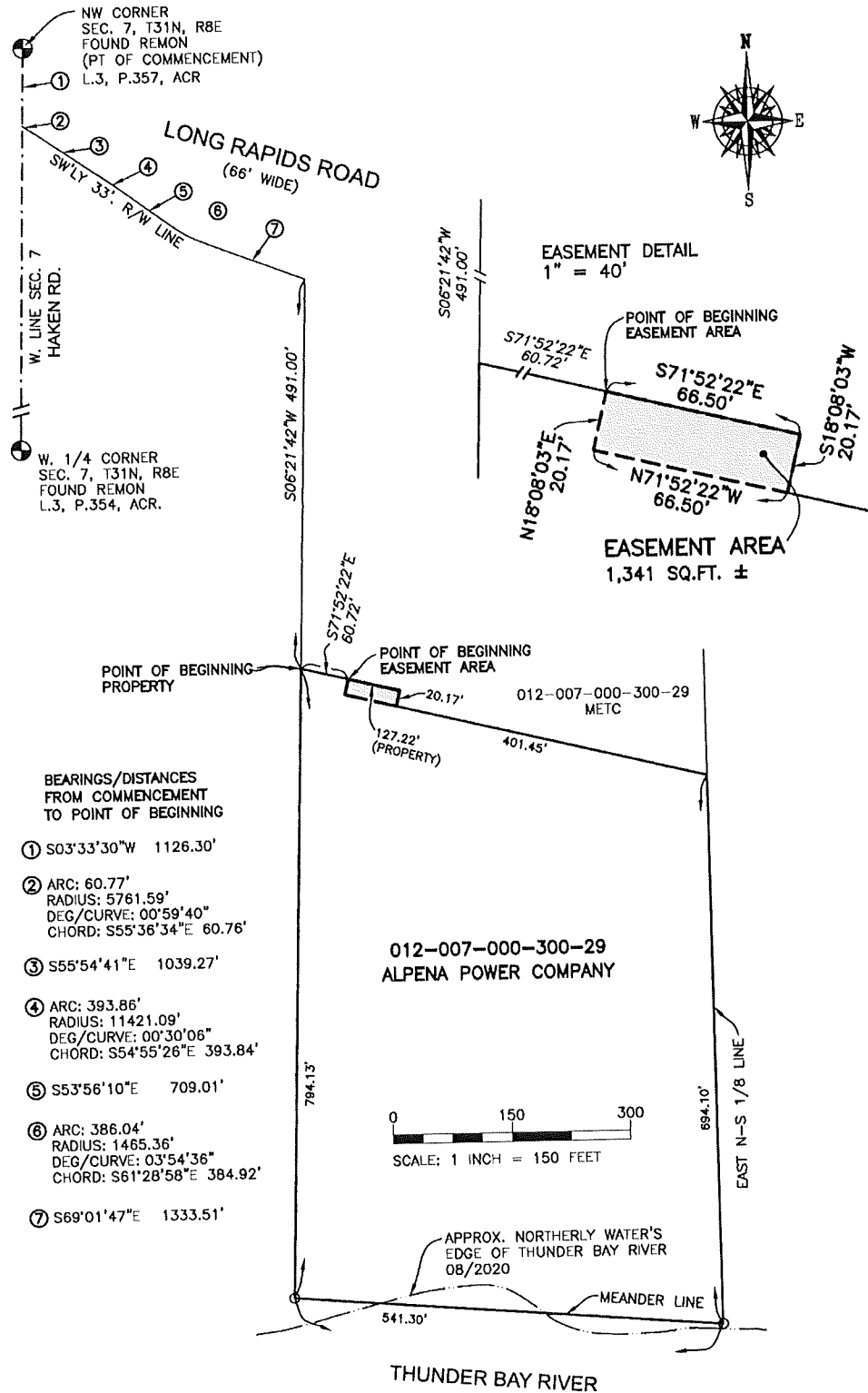
All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:  
 Commencing at the Northwest Section corner of said Section 7;  
 thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet;  
 thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:  
 (1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds degree curve to the left  
 (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);  
 (2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;  
 (3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long  
 chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);  
 (4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;  
 (5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds degree curve to the left  
 (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet);  
 and (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet;  
 thence South 06 degrees 21 minutes 42 seconds West 491.00 feet;  
 thence South 71 degrees 52 minutes 22 seconds East 60.72 feet to the **Point of Beginning**;  
 thence South 71 degrees 52 minutes 22 seconds East 66.50 feet;  
 thence South 18 degrees 08 minutes 03 seconds West 20.17 feet;  
 thence North 71 degrees 52 minutes 22 seconds West 66.50 feet;  
 thence North 18 degrees 08 minutes 03 seconds East 20.17 feet to the **Point of Beginning**.

Affects land commonly known as: Vacant Land, Long Rapids Road/4 Mile Road, Alpena Township

Parcel Identification No.: 012-007-000-300-03 (includes more land); New Parcel Identification No. for 2023: 012-007-000-300-29

EXHIBIT C

Depiction of Storm Drainage Easement Area





### Fidelity National Title Company, LLC

39533 Woodward Ave, Suite 333  
Bloomfield Hills, MI 48304  
Phone: (248)594-9390

### Buyer's Settlement Statement

**Settlement Date:** May 12, 2022  
**Order Number:** A0778252  
**Escrow Officer:** Donald Rysztak  
**Buyer:** Michigan Electric Transmission Company, LLC, a Michigan limited liability company  
 27175 Energy Way  
 Novi, MI 48377  
**Seller:** Alpena Power Company  
 401 N. 9th Avenue  
 Alpena, MI 49707  
**Property:** Vacant Land-Long Rapids Road  
 Alpena, MI 49707

|   | Buyer     |                  |
|---|-----------|------------------|
|   | Debit     | Credit           |
| <b>Financial Consideration</b>  |           |                  |
| Purchase Price  | 39,106.15 |                  |
| Deposit held by Seller  |           | 5,000.00         |
| <b>Real Estate Taxes</b>  |           |                  |
| 2021 Summer Taxes   | 29.20     |                  |
| 50 days @ .583973 per day at \$213.15   |           |                  |
| 05/12/22-06/30/22   |           |                  |
| 2021 Winter Taxes   | 355.59    |                  |
| 203 days @ 1.751671 per day at \$639.36   |           |                  |
| 05/12/22-11/30/22   |           |                  |
| <b>Title/Escrow Charges</b>   |           |                  |
| Settlement Fee  | 1,000.00  |                  |
| Search/Exam/Copy Fee  | 400.00    |                  |
| Recording Service Fee   | 50.00     |                  |
| Owner's Policy Premium  | 600.00    |                  |
| Coverage: \$300,000.00  |           |                  |
| Version: ALTA Owner's Policy 2006   |           |                  |
| ALTA 17.1-06 - Indirect Access and Entry - Owner's Policy                               | 250.00    |                  |
| ALTA 17-06 - Access and Entry - Owner's Policy  | 250.00    |                  |
| ALTA 25-06 - Same as Survey - Owner's Policy  | 250.00    |                  |
| ALTA 9.1-06 - Covenants, Conditions and Restrictions - Unimproved Land - Owner's Policy | 250.00    |                  |
| <b>Recording Charges</b>  |           |                  |
| Record Warranty Deed  | 35.00     |                  |
| Record Storm Water Detention Easement   | 30.00     |                  |
| Record Access Easement  | 30.00     |                  |
| <b>Subtotals</b>  | 42,635.94 | 5,000.00         |
| <b>Balance Due FROM Buyer</b>   |           | <b>37,635.94</b> |

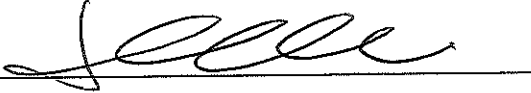
Buyer's Settlement Statement

|               | Buyer     |           |
|---------------|-----------|-----------|
|               | Debit     | Credit    |
| <b>Totals</b> | 42,635.94 | 42,635.94 |

BUYER

Michigan Electric Transmission Company, LLC,  
a Michigan limited liability company

By: ITC Holdings Corp.,  
a Michigan corporation  
Its: Sole Manager



By: \_\_\_\_\_  
Name: Jean Kim D'Anna  
Its: Vice President and Deputy General Counsel – Legal Services



BY: \_\_\_\_\_  
Settlement Agent  
Fidelity National Title Company, LLC

**Donald E. Rysztak**





### Fidelity National Title Company, LLC

39533 Woodward Ave, Suite 333  
Bloomfield Hills, MI 48304  
Phone: (248)594-9390

### Seller's Settlement Statement

**Settlement Date:** May 12, 2022  
**Order Number:** A0778252  
**Escrow Officer:** Donald Rysztak  
**Buyer:** Michigan Electric Transmission Company, LLC, a Michigan limited liability company  
 27175 Energy Way  
 Novi, MI 48377  
**Seller:** Alpena Power Company  
 401 N. 9th Avenue  
 Alpena, MI 49707  
**Property:** Vacant Land-Long Rapids Road  
 Alpena, MI 49707

|   | Seller           |                  |
|---|------------------|------------------|
|   | Debit            | Credit           |
| <b>Financial Consideration</b>  |                  |                  |
| Purchase Price  |                  | 39,106.15        |
| Deposit held by Seller  | 5,000.00         |                  |
| <b>Real Estate Taxes</b>  |                  |                  |
| 2021 Summer Taxes<br>50 days @ .583973 per day at \$213.15<br>05/12/22-06/30/22   |                  | 29.20            |
| 2021 Winter Taxes<br>203 days @ 1.751671 per day at \$639.36<br>05/12/22-11/30/22 |                  | 355.59           |
| <b>Recording Charges</b>  |                  |                  |
| County Transfer Tax   | 43.45            |                  |
| State Transfer Tax  | 296.25           |                  |
| Record Easement for Electric Facilities   | 30.00            |                  |
| <b>Subtotals</b>  | 5,369.70         | 39,490.94        |
| <b>Balance Due TO Seller</b>  | <b>34,121.24</b> |                  |
| <b>Totals</b>   | <b>39,490.94</b> | <b>39,490.94</b> |

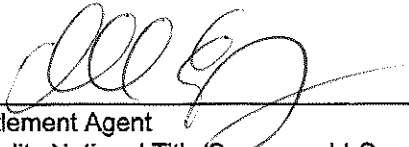
SELLER

Alpena Power Company

BY:   
 Kenneth A. Dragiewicz  
 President and COO

**Seller's Settlement Statement**

BY:



Settlement Agent  
Fidelity National Title Company, LLC

**Donald E. Rysztak**

## Real Estate Transfer Tax Valuation Affidavit

Issued under authority of Public Act 134 of 1966 and 330 of 1993 as amended.

This form must be filed with the Register of Deeds for the county where the property is located either when you choose not to enter the amount paid for real estate on the deed or when you contract for the transfer or acquisition of a controlling interest in an entity if the real property owned by that entity comprises Ninety Percent (90%) or more of the fair market value of the assets of the entity determined in accordance with generally accepted accounting principles. "Controlling interest" means more than Eighty Percent (80%) of the total value of all classes of stock of a corporation; more than Eighty Percent (80%) of the total interest in capital and profits of a partnership, association, limited liability company, or other unincorporated form of doing business; or more than Eighty Percent (80%) of the beneficial interest in a trust. The tax is based on the value of the real property transferred and is collected at the time the contract or instrument of conveyance is submitted for recording. "Value" means the current or fair market worth in terms of legal monetary exchange at the time of the transfer.

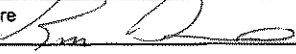
|   |  |   |   |
|---|--|---|---|
| 1. County of Property<br>Alpena   |  | 2. City or Township of Property<br>Alpena     |   |
| 3. Names of ALL Sellers<br>Alpena Power Company   |  |   |   |
| Seller's Mailing Address(es)<br>401 N. 9th Avenue   |  | City<br>Alpena                                | State<br>MI   |
|   |  | ZIP Code<br>49707                             |   |
| 4. Names of ALL Purchasers<br>Michigan Electric Transmission Company, LLC, a Michigan limited liability company   |  |   |   |
| Purchaser's Mailing Address(es)<br>27175 Energy Way   |  | City<br>Novi                                  | State<br>MI   |
|   |  | ZIP Code<br>48377                             |   |
| 5. Type and Date of Document<br><input type="checkbox"/> Land Contract    Date of Contract: _____ <input checked="" type="checkbox"/> Deed    Date: 05/12/2022<br><input type="checkbox"/> Contracts for the transfer or acquisition of a controlling interest in entity where 90% or more of the FMV of the assets are real property. The contract may be attached to this form when it is filed with the Register of Deeds.   |  |   |   |
| Entity Name   |  | State of Organization                         | Date of Contract  |
| Entity Address  |  |   |   |
| 6. Cash Payment and/or Debt Relieved<br>\$39,106.15   |  | 7. Amount of Mortgage/Land Contract<br>\$0.00 | 8. Total Consideration (Add lines 6 & 7)<br>\$39,106.15 |
| 9. Amount of County Tax<br>\$43.45  |  | 10. Amount of State Tax<br>\$296.25           | 11. Total Revenue Stamps (Add lines 9 & 10)<br>\$339.70 |
| 12. If consideration is less than market value, state market value.   |  |   |   |
| 13. Legal Description of Real Estate Transferred<br>Land Situated in the State of Michigan, County of Alpena, Township of Alpena.<br><br>All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:<br>Commencing at the Northwest Section corner of said Section 7;<br>thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet;<br>thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:<br>(1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);<br>(2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;<br>(3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);<br>(4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;<br>(5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet);<br>and (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet to the Point of Beginning;<br>thence continuing along said Southwesterly 33 foot right of way line the following three (3) courses:<br>(1) South 69 degrees 01 minute 47 seconds East 255.21 feet;<br>(2) Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds curve to the left (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet);<br>and (3) South 72 degrees 41 minutes 24 seconds East 67.65 feet;<br>thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 500.78 feet;<br>thence North 71 degrees 52 minutes 22 seconds West 401.45 feet;<br>thence North 18 degrees 08 minutes 03 seconds East 20.17 feet; |  |   |   |

thence North 71 degrees 52 minutes 22 seconds West 127.22 feet;  
thence North 06 degrees 21 minutes 42 seconds East 491.00 feet to the Point of Beginning.

Access Easement Agreement dated \_\_\_\_\_ and recorded on \_\_\_\_\_ in Liber \_\_\_\_\_, Page \_\_\_\_\_

**CERTIFICATION**

*I certify that the information above is true and complete to the best of my knowledge.*

|  |   |
|--|---|
| Seller's Signature  | If signer is other than the seller, print name and title<br><i>Kenneth A. Dragiewicz President TCCO</i> |
| Seller's Signature   | If signer is other than the seller, print name and title  |
| Seller's Signature   | If signer is other than the seller, print name and title  |
| Seller's Signature   | If signer is other than the seller, print name and title  |

**NOTARIZATION**

|                            |   |              |                          |
|----------------------------|---|--------------|--------------------------|
| Subscribed and sworn to me | Notary Public State of Michigan;<br>County of | on this date | My commission expires on |
|----------------------------|---|--------------|--------------------------|

## OWNER'S AFFIDAVIT

STATE OF Michigan  
COUNTY OF Alcona

Date: May 11, 2022

Escrow No.: A0778252

The undersigned, in consideration of you issuing your policy(s) of title insurance insuring the mortgage and the title to the land described in the above Commitment for title insurance, and being first duly sworn, deposes, states and warrants as of the date of this Affidavit as follows:

1. I/We are the owners/purchasers of the land to be insured.
2. That the undersigned has the ability to execute all instruments necessary to mortgage or convey the land.
3. In the capacity of President and COO, I have personal familiarity with the management and operation of the land, including the existence of any tenancies, leases, parties in possession and other occupancies, and payment of taxes and assessments in connection herewith.
4. I/We do hereby acknowledge that the land described in Schedule A of the subject commitment and the land covered in the subject purchase agreement are one and the same and that there is/are no additional land, easement(s) or other real property interest(s) being granted or reserved as a part of this transaction.
5. I/We do hereby acknowledge that the land described in Schedule A has both physical and legal access to a publicly dedicated right of way commonly known as Long Rapids Road, either directly or by an easement benefiting the land.
6. The undersigned's enjoyment of the land has been peaceful and undisturbed and the title to the land has never been disputed or questioned to my knowledge, nor do I/we know of any facts by reason of which title to, or possession of the land might be disputed or questioned, or by reason of which any claim to the land or any portion thereof might be adversely asserted.
7. A complete list of all parties in possession ("Tenants") of any portion of the land is attached hereto and made a part hereof. There are no other tenancies, leases, parties in possession or other occupancies of the land, and that all tenants are as tenants only, with no right of first refusal or options to purchases. Failure to attach a list of tenants will confirm that there are "None".
8. I know of no notice that any of the improvements on the land encroach over any building or record setback lines, easements or property lines, nor that any of the improvements by our neighbors to the land encroach over our property lines, except as follows:  

NONE
9. That any and all management fees and site and/or assessment fees, are fully paid.
10. That I/we have not rescinded the Principal Residence Exemption, if any, and/or otherwise been notified by anyone or any governmental entity that the Principal Residence Exemption has been rescinded or is no longer in effect.
11. That there are no unrecorded documents affecting title to the land, and I/we have received no notice of any violation of any covenants, conditions or restrictions, if any, affecting the land.
12. I have had no notice of any taxes and/or special assessments affecting the property other than those shown on the commitment and all real estate taxes are paid in full; further, there are no unpaid charges for taxes, water and/or sewer services or unpaid special assessments for items such as improvements for sidewalks, curbs, gutters, sewers, etc., not shown as existing liens in the public records.

## OWNER'S AFFIDAVIT

(continued)

13. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last one hundred twenty (120) days for alterations, repair, work, or new construction on the property, including but not limited to tenant work, except for:

NONE

The undersigned represents that as of the date of closing of the subject transaction there has been no work for the construction of any improvement, nor has there been any work performed or materials delivered in preparation of the construction of any improvement on the land described in Schedule A including contracting for services by architects, engineers or any other design professionals as defined under the Michigan Construction Lien Act. Further, the undersigned represents that it does not own directly or through a related person or entity any additional property adjoining the land described in Schedule A and that the land described in Schedule A is not part of a development upon which improvements and work have been performed so as to give rise to possible construction lien claims under the Michigan Construction Lien Act.

14. No proceeding in bankruptcy has ever been instituted by or against the undersigned, nor has the owner made any assignment for the benefit of creditors.
15. That there are no pending land division applications and there have been no recent land divisions affecting the land.
16. There is no action or proceeding relating to the land in any state or federal court in the United States, nor are there any state or federal judgments or any federal liens of any kind or nature whatsoever which now constitutes a lien or charge upon the land.
17. That all brokers fees and commissions for services related to the sale, lease and/or mortgage of the land described in Schedule A have been paid in full except:

NONE

This affidavit is given to induce Fidelity National Title Insurance Company to close the subject transaction and issue its policy or policies of title insurance with full knowledge that it will be relying upon the accuracy of the representations made herein. Further, the undersigned do/does hereby agree to hold Fidelity National Title Insurance Company harmless from and defend at their own expense any and all matters affecting title to the subject property caused by, from or through acts of the undersigned and arising on or after April 4, 2022 (the last effective date of the subject commitment) and on or before the date and time of the recording of documents to be insured.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Alpena Power Company

BY: 

Kenneth A. Dragiewicz  
President and COO

**PROPERTY TRANSFER AFFIDAVIT  
DISCLOSURE/BUYER RESPONSIBILITY**

We, the undersigned purchaser/grantee/transferee, have been advised that under Act 415, P.A. of 1994, Form L-4260 (1-15) MUST BE COMPLETED AND RECEIVED BY THE LOCAL ASSESSOR WITHIN FORTY-FIVE (45) DAYS OF THE DATE OF TRANSFER.

For Property classified as other than industrial real or commercial real, Michigan law provides a penalty of Five And No/100 Dollars (\$5.00) per day for each separate failure to file a Property Transfer Affidavit up to a maximum of Two Hundred And No/100 Dollars (\$200.00) for each parcel.

For Property classified commercial real or industrial real with a sales price of One Hundred Million And No/100 Dollars (\$100,000,000.00) or less the penalty is Twenty And No/100 Dollars (\$20.00) per day up to a maximum of One Thousand And No/100 Dollars (\$1,000.00).

For property classified commercial or real industrial with a sales price over One Hundred Million And No/100 Dollars (\$100,000,000.00) the penalty is Twenty Thousand And No/100 Dollars (\$20,000.00) unless the taxpayer can demonstrate that the failure of file was due to reasonable cause and not due to willful neglect. If the taxpayer can make that demonstration then the penalty is Twenty And No/100 Dollars (\$20.00) per day up to a maximum of One Thousand And No/100 Dollars (\$1,000.00). Penalties begin to accrue after the forty-five (45) day filing deadline has passed. However, the governing body of a local unit of government may adopt a resolution waiving this penalty.

WE HEREBY ACCEPT THE RESPONSIBILITY FOR FILING THE L-4260 (1-15) form with our local city/township assessor. We have received this form from Fidelity National Title Company, LLC on May 12, 2022.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Michigan Electric Transmission Company, LLC,  
a Michigan limited liability company

By: ITC Holdings Corp.,  
a Michigan corporation  
Its: Sole Manager

5/10/2022  
Date



By:  
Name: Jean Kim D'Anna  
Its: Vice President and Deputy General Counsel –  
Legal Services



**CERTIFICATION OF  
NON-FOREIGN STATUS**

**Date:** May 12, 2022  
**Escrow No.:** A0778252

Section 1445 of the Internal Revenue Code requires a transferee (buyer) of a U.S. Real Property interest to withhold fifteen percent (15%) of the gross sales price if the transferor (seller) is a foreign person or entity unless the transferee receives a certification of non-foreign status from the transferor (seller). The certification must be signed under penalties of perjury, stating the transferor is not a foreign person/entity and containing the transferor's name, address, and U.S. Taxpayer Identification Number.

Sellers who provide such a certification are exempt from withholding and the estimated tax cannot be collected from them unless the buyer or their agent have knowledge the certification is false.

**Certification of Non-Foreign Status by Entity**

The undersigned hereby certifies the following:

Alpena Power Company is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and Income Tax Regulations) or a disregarded entity as defined in §1.1445-2(b)(2)(iii);

The U.S. Employer Identification No. for this entity is: 38-0293450;

The office address is:

401 N. Ninth Ave.

Alpena, MI 49707

The transferor/seller understands this certification may be disclosed to the Internal Revenue Service by transferee and any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare I have completed this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of seller.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Alpena Power Company

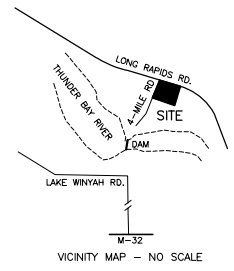
BY:   
Kenneth A. Dragiewicz  
President and COO

5/11/2022  
Date





PROPERTY DESCRIPTION  
 PER COMMITMENT FOR TITLE INSURANCE:  
 FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. A0778252,  
 REVISION 1, DATED 4/4/2022 AT 8:00 AM



DATE: 04/20/22  
 SCALE: 1/4" = 40'  
 DRAWN BY: JWB  
 CHECKED BY: MWD  
 FIELD BOOK: 808, 972

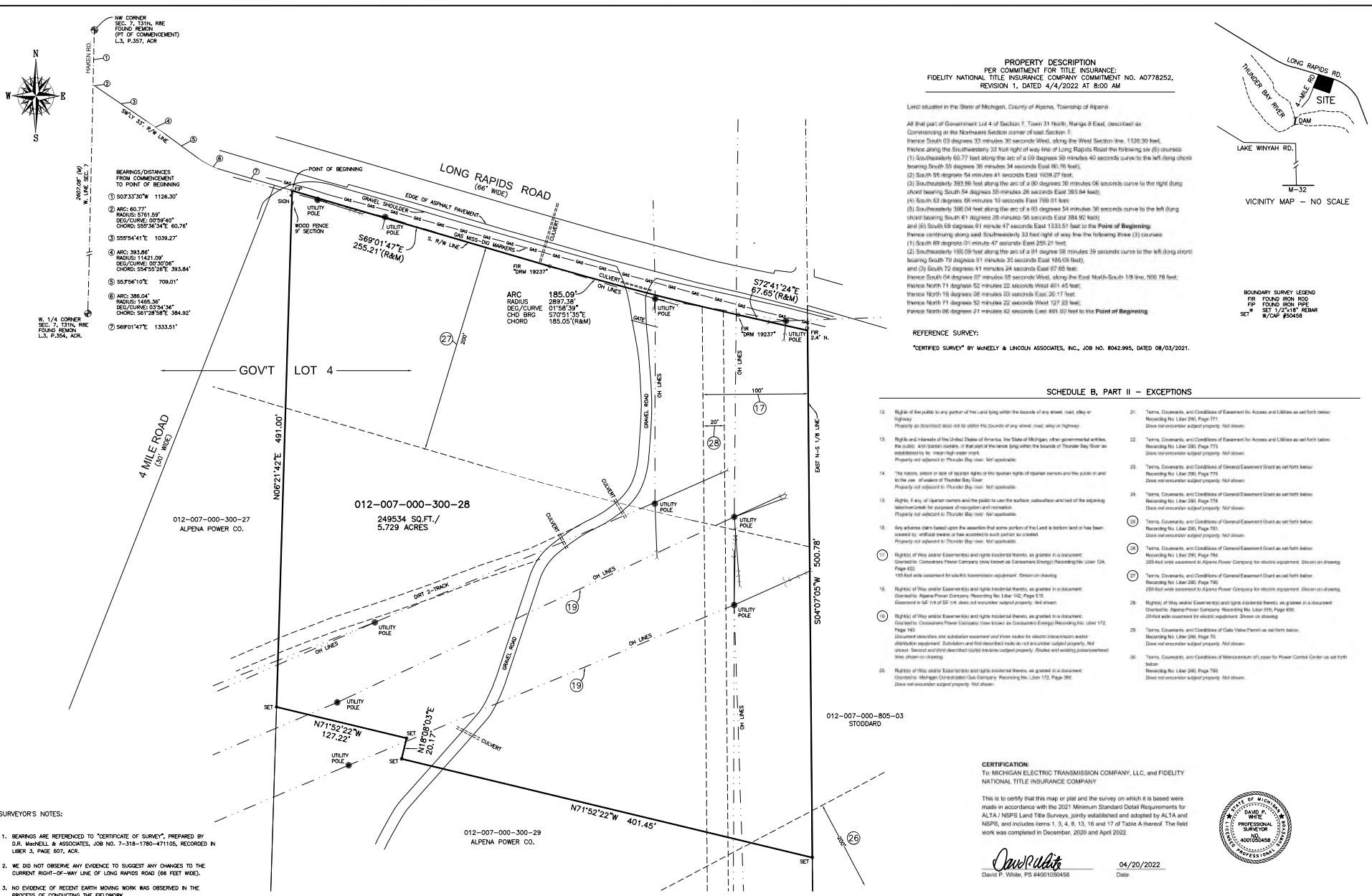
CLIENT: MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC  
 PROJECT: 27175 ENERGY WAY  
 ADDRESS: NOV, MI 48377

McNEELY & LINCOLN ASSOCIATES, INC.  
 CIVIL ENGINEERING & LAND SURVEYING  
 37741 PEMBERGE, LIVONIA, MICHIGAN 48152

| REV. | DESCRIPTION                      |
|------|----------------------------------|
| 1    | ISSUED FOR PERMITTING            |
| 2    | REVISED TO REFLECT FIELD CHANGES |
| 3    | REVISED TO REFLECT FIELD CHANGES |
| 4    | REVISED TO REFLECT FIELD CHANGES |
| 5    | REVISED TO REFLECT FIELD CHANGES |
| 6    | REVISED TO REFLECT FIELD CHANGES |
| 7    | REVISED TO REFLECT FIELD CHANGES |
| 8    | REVISED TO REFLECT FIELD CHANGES |
| 9    | REVISED TO REFLECT FIELD CHANGES |
| 10   | REVISED TO REFLECT FIELD CHANGES |

ALTA / NSPS LAND TITLE SURVEY  
 S.W. 1/4 SECTION 27, T19N, R10E  
 ALPENA TWP., ALPENA CO., MI.

SCALE: 1/4" = 40'  
 PROJECT: MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC  
 FILE NAME: 27175-01.dwg  
 SHEET 1 OF 1



Land situated in the State of Michigan, County of Alpena, Township of Alpena

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as Commencing at the Northwest corner of said Section 7;

Thence South 03 degrees 35 minutes 30 seconds West, along the West Section line, 1126.30 feet;

thence along the Southwesterly 30 foot right of way line of Long Rapids Road the following six (6) courses:

- (1) Southwesterly 60.77 feet along the arc of a (09 degrees 59 minutes 40 seconds curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 393.94 feet);
- (2) South 46 degrees 54 minutes 41 seconds East 1038.27 feet;
- (3) Southwesterly 393.88 feet along the arc of a (09 degrees 30 minutes 04 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.94 feet);
- (4) South 52 degrees 59 minutes 10 seconds East 790.31 feet;
- (5) Southwesterly 388.04 feet along the arc of a (10 degrees 34 minutes 30 seconds curve to the left (long chord bearing South 61 degrees 01 minute 47 seconds East 1333.51 feet to the Point of Beginning);

thence continuing along said Southwesterly 33 foot right of way line the following three (3) courses:

- (1) South 69 degrees 01 minute 47 seconds East 229.21 feet;
- (2) Southwesterly 165.09 feet along the arc of a (11 degrees 38 minutes 38 seconds curve to the left (long chord bearing North 79 degrees 51 minutes 33 seconds East 185.05 feet);
- (3) South 72 degrees 41 minutes 24 seconds East 67.65 feet;

thence South 04 degrees 07 minutes 02 seconds West, along the East-Mid-Mouth 1/8 line, 500.78 feet;

thence North 71 degrees 52 minutes 22 seconds West 401.45 feet;

thence North 79 degrees 08 minutes 03 seconds East 20.17 feet;

thence North 71 degrees 52 minutes 22 seconds West 127.22 feet;

thence North 05 degrees 21 minutes 42 seconds West 401.00 feet to the Point of Beginning.

REFERENCE SURVEY:  
 "CERTIFIED SURVEY" BY McNEELY & LINCOLN ASSOCIATES, INC., JOB NO. 8042895, DATED 08/03/2021.

SCHEDULE B, PART II - EXCEPTIONS

12. Rights of the public to any portion of the Land lying within the bounds of any street, road, alley or highway. Property not encumbered subject property. Not shown.
13. Rights and interests of the United States of America, the State of Michigan, or other governmental entities, the public, or other parties in or to that part of the land lying within the bounds of Thunder Bay River as established by its major high water mark. Property not encumbered by Thunder Bay River. Not applicable.
14. The extent, nature or kind of appurtenant rights or other rights of riparian owners and the public in and to the use of waters of Thunder Bay River. Property not encumbered by Thunder Bay River. Not applicable.
15. Rights, if any, of riparian owners and the public to use the waters, subsoils and strand of the adjoining governmental or riparian owners and the public in and to the use of waters of Thunder Bay River. Property not encumbered by Thunder Bay River. Not applicable.
16. Any adverse claim based upon the assertion that some portion of the Land is bottom land or has been created by artificial means or has accreted to such portion or created. Property not encumbered by Thunder Bay River. Not applicable.
17. Rights of this owner (Owner(s)) and rights incidental thereto, as granted in a document. Owner(s): Michigan Electric Transmission Company, Recording No. L261, Page 433. Does not encumber subject property. Not shown.
18. Rights of this owner (Owner(s)) and rights incidental thereto, as granted in a document. Owner(s): Alpena Power Company, Recording No. L261, Page 433. Does not encumber subject property. Not shown.
19. Rights of this owner (Owner(s)) and rights incidental thereto, as granted in a document. Owner(s): Michigan Electric Transmission Company, Recording No. L261, Page 433. Does not encumber subject property. Not shown.
20. Rights of this owner (Owner(s)) and rights incidental thereto, as granted in a document. Owner(s): Michigan Electric Transmission Company, Recording No. L261, Page 433. Does not encumber subject property. Not shown.
21. Terms, Conditions, and Conditions of General Examined or as set forth below. Recording No. L261, Page 433. Does not encumber subject property. Not shown.
22. Terms, Conditions, and Conditions of General Examined or as set forth below. Recording No. L261, Page 433. Does not encumber subject property. Not shown.
23. Terms, Conditions, and Conditions of General Examined or as set forth below. Recording No. L261, Page 433. Does not encumber subject property. Not shown.
24. Terms, Conditions, and Conditions of General Examined or as set forth below. Recording No. L261, Page 433. Does not encumber subject property. Not shown.
25. Terms, Conditions, and Conditions of General Examined or as set forth below. Recording No. L261, Page 433. Does not encumber subject property. Not shown.
26. Terms, Conditions, and Conditions of General Examined or as set forth below. Recording No. L261, Page 433. Does not encumber subject property. Not shown.
27. Rights of this owner (Owner(s)) and rights incidental thereto, as granted in a document. Owner(s): Alpena Power Company, Recording No. L261, Page 433. Does not encumber subject property. Not shown.
28. Terms, Conditions, and Conditions of General Examined or as set forth below. Recording No. L261, Page 433. Does not encumber subject property. Not shown.
29. Terms, Conditions, and Conditions of General Examined or as set forth below. Recording No. L261, Page 433. Does not encumber subject property. Not shown.
30. Terms, Conditions, and Conditions of General Examined or as set forth below. Recording No. L261, Page 433. Does not encumber subject property. Not shown.

CERTIFICATION:  
 To: MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, and FIDELITY NATIONAL TITLE INSURANCE COMPANY

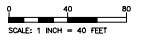
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA / NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 3, 4, 8, 13, 16 and 17 of Table A hereof. The field work was completed in December, 2020 and April 2022.

*David P. White*  
 David P. White, PLS #00100458

04/20/2022  
 Date



- SURVEYOR'S NOTES:
1. BEARINGS ARE REFERENCED TO "CERTIFICATE OF SURVEY", PREPARED BY D.R. McNEELY & ASSOCIATES, JOB NO. 7-318-1780-471109, RECORDED IN LIBER 3, PAGE 807, ACR.
  2. WE DO NOT OBSERVE ANY EVIDENCE TO SUGGEST ANY CHANGE TO THE CURRENT RIGHT-OF-WAY LINE OF LONG RAPIDS ROAD (66 FEET WIDE).
  3. NO EVIDENCE OF RECENT EARTH MOVING WORK WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
  4. THIS SURVEY SHOWS THE LAND DESCRIBED IN THE TITLE COMMITMENT REFERENCED HEREON.
  5. PROPERTY LIES COMPLETELY IN ZONE X, "AREA OF MINIMAL FLOOD HAZARD". PER FIRM PANEL 26077C02560, EFFECTIVE 11/16/2011.



# ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



**Fidelity National Title**  
Insurance Company

Policy Number:

**A0778252**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

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ALTA Owner's Policy (06/17/2006)



- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

**Fidelity National Title Company, LLC**  
39533 Woodward Avenue, Suite 333  
Bloomfield Hills, MI 48304

Countersigned By:

Donald Rysztak, Sales  
Authorized Officer or Agent



**Fidelity National Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

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## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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**SCHEDULE A**

Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
 39533 Woodward Avenue, Suite 333  
 Bloomfield Hills, MI 48304

Address Reference: Vacant Land-Long Rapids Road, Alpena, MI 49707

| Date of Policy           | Amount of Insurance | Premium  |
|--------------------------|---------------------|----------|
| June 4, 2022 at 12:00 AM | \$300,000.00        | \$600.00 |

1. Name of Insured:

Michigan Electric Transmission Company, LLC, a Michigan limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Michigan Electric Transmission Company, LLC, a Michigan limited liability company

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

Land Situated in the State of Michigan, County of Alpena, Township of Alpena.

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:  
Commencing at the Northwest Section corner of said Section 7;  
thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet;  
thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:  
(1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);  
(2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;  
(3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);  
(4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;  
(5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet);  
and (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet to the Point of Beginning;  
thence continuing along said Southwesterly 33 foot right of way line the following three (3) courses:  
(1) South 69 degrees 01 minute 47 seconds East 255.21 feet;  
(2) Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds curve to the left (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet);  
and (3) South 72 degrees 41 minutes 24 seconds East 67.65 feet;  
thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 500.78 feet;  
thence North 71 degrees 52 minutes 22 seconds West 401.45 feet;  
thence North 18 degrees 08 minutes 03 seconds East 20.17 feet;  
thence North 71 degrees 52 minutes 22 seconds West 127.22 feet;  
thence North 06 degrees 21 minutes 42 seconds East 491.00 feet to the Point of Beginning.

Access Easement Agreement dated May 12, 2022 and recorded on June 3, 2022 in Liber 548, Page 28

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**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Taxes and assessments for 2022 and subsequent years, a lien not yet due and payable.
  
2. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:  
  
Granted to: Consumers Power Company (now known as Consumers Energy)  
Recording No: Liber 124, Page 422
  
3. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document, solely with respect to the easements for electric transmission and/or distribution equipment:  
  
Granted to: Consumers Power Company (now known as Consumers Energy)  
Recording No: Liber 172, Page 143
  
4. Loss and or Damage pursuant to the official property split not taking place until the 2023 tax roll.
  
5. Easement for Electric Facilities recorded on June 3, 2022 in Liber 548, Page 29
  
6. Storm Water Detention and Drainage Easement Agreement dated May 12, 2022 and recorded on June 3, 2022 in Liber 548, Page 30

**END OF SCHEDULE B**

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**CONDITIONS****1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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(continued)

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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(continued)

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Fidelity National Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**A0778252**

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Long Rapids Road (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: June 4, 2022

Countersigned By:

A handwritten signature in black ink, appearing to read 'Dell Rysztak'.

Donald Rysztak, Sales  
Authorized Officer or Agent

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**ENDORSEMENT - ALTA 8.2-06**

**COMMERCIAL ENVIRONMENTAL  
PROTECTION LIEN**

Issued By:



**Fidelity National Title\***  
Insurance Company

Attached to Policy Number:

**A0778252**

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: June 4, 2022

Countersigned By:

Donald Rysztak, Sales  
Authorized Officer or Agent

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Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**A0778252**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by McNeely & Lincoln Associates dated April 20, 2022, and designated Job No. 8042.995.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: June 4, 2022

Countersigned By:

A handwritten signature in black ink, appearing to read 'Donald Rysztak'.

Donald Rysztak, Sales  
Authorized Officer or Agent

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Issued By:



**Fidelity National Title\***  
Insurance Company

Attached to Policy Number:

**A0778252**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
  - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: June 4, 2022

Countersigned By:

Donald Rysztak, Sales  
Authorized Officer or Agent

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Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**A0778252**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: June 4, 2022

Countersigned By:

A handwritten signature in black ink, appearing to read 'Donald Rysztak'.

Donald Rysztak, Sales  
Authorized Officer or Agent

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Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**A0778252**

The Company hereby deletes Paragraph 14 ("Arbitration") from the Conditions of the attached policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: June 4, 2022

Countersigned By:

A handwritten signature in black ink, appearing to read 'D. Rysztak'.

---

Donald Rysztak, Sales  
Authorized Officer or Agent

Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**A0778252**

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easement identified as Access Easement Agreement in Schedule A (the "Easement") does not provide that portion of the Land identified as That part of Government Lot 4 as described in Schedule A both actual vehicular and pedestrian access to and from 4 Mile Road (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: June 4, 2022

Countersigned By:

Donald Rysztak, Sales  
Authorized Officer or Agent

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Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**A0778252**

**REMOVAL OF EXCEPTION**

Exception 6 is hereby intentionally deleted from the policy

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: June 4, 2022

Countersigned By:

A handwritten signature in black ink, appearing to read 'D. Rysztak'.

---

Donald Rysztak, Sales  
Authorized Officer or Agent



# ALPENA COUNTY EQUALIZATION DEPARTMENT

720 W Chisholm Suite #5  
Alpena, MI 49707

Office (989) 354-9560  
Fax (989) 354-9647

## PROPERTY SPLIT FORM

Township Assessors/Supervisors within Alpena County are required to produce the following information to Alpena County Equalization Department for processing property combinations.

DATE: 3/18/2022

TOWNSHIP: ALPENA

REFERENCE NAME: ALPENA POWER

RETIRED PARCEL 012-007-00-30-03 ACRES 14.7 CLASS \_\_\_\_\_

NEW PARCEL: 012-007-00-30-28 ACRES 5.729 CLASS \_\_\_\_\_

PARCEL A

NEW PARCEL: 012-007-00-30-29 ACRES 8.912 CLASS \_\_\_\_\_

PARCEL B

NEW PARCEL: \_\_\_\_\_ ACRES \_\_\_\_\_ CLASS \_\_\_\_\_

NEW PARCEL: \_\_\_\_\_ ACRES \_\_\_\_\_ CLASS \_\_\_\_\_

NEW PARCEL: \_\_\_\_\_ ACRES \_\_\_\_\_ CLASS \_\_\_\_\_

Please attach the following:

- o A legal description for each of these parcels along with a copy of sketches and/or surveys.
- o A copy of your township's split-combination application signed off by either the Township Supervisor or Assessor.
- o A property Tax Certificate signed by the Treasurer.

[Signature]  
SUPERVISOR/ASSESSOR

3/18/2022  
DATE

\* PARCEL B HAS ACCESS OFF OF 4 MILE RD

# CHARTER TOWNSHIP OF ALPENA

Print

## LAND DIVISION/COMBINATION APPLICATION

The applicants must answer ALL questions and include ALL attachments, or this form will be returned without consideration.

1. **NAME OF TOWNSHIP** where parcel to be split is located: Alpena

2. **OWNERS NAME AND ADDRESS INFORMATION**

List names of all owners of parent parcel(s) to be split: \_\_\_\_\_

Alpena Power Company

Owners Address: 401 N. 9th Ave

Owners City: Alpena

Owners State: MI Owners Zip Code: 49707

Owners Phone: \_\_\_\_\_ Owners Fax: \_\_\_\_\_

3. **ADDRESS OF PROPERTY:** vacant land

4. **PARENT PARCEL NUMBER:** 012-007-000-300-03

5. **LEGAL DESCRIPTION OF PARENT PARCEL:** (attach extra sheets if necessary)  
see attached survey

6. **PROPOSED LAND DIVISION INFORMATION:**

A. Number of new parcels being requested: 2

B. Intended use (residential/agricultural/etc): agriculture/ electrical substation

C. Access from each new parcel to an existing public road will be: (must check all that apply)

X Frontage of an Existing Public Road

\_\_\_\_ New Public Road      New Public Road Name: \_\_\_\_\_

\_\_\_\_ New Private Road      New Private Road Name: \_\_\_\_\_

\_\_\_\_ Recorded Easement      Easement Liber/Page: \_\_\_\_\_

\_\_\_\_ Road or Easement Description: \_\_\_\_\_

**7. FUTURE DIVISION RIGHTS AND TRANSFERS:**

A. Is the owner making all divisions that are allowed for the parcel? YES  NO

B. If not all divisions are being made, how many remaining divisions are allowed for the parent parcel?

Enter number of remaining divisions: 2

C. If there are remaining future divisions that may still be made, is the right to make future divisions being transferred from the parent parcel to any other parcel?

YES  NO

D. If rights are being transferred, how many rights are transferring?

Enter number of transferring divisions: \_\_\_\_\_

**8. DEVELOPMENT SITE LIMITATIONS:** Check each that applies as a condition which exists on the Parent Parcel, or any of the child parcels.

- Is within the DNR Critical Dunes area
- Has riparian or littoral rights
- Lies within the Lake Huron High Risk Erosion Setback Area
- Includes a wetland
- Includes a beach
- Lies within a flood plain
- Has a slope of >25%
- Includes areas of Muck Soils
- Includes an abandoned well, underground storage tank or contaminated soils

**9. PROPERTY TAXES AND ASSESSMENTS:** Have all due property taxes and any due installments of special assessments on the parcel been paid? (Note: this application will not be considered if there are unpaid or overdue property taxes or installments of special assessments.)

Have all taxes and assessments been paid? YES  NO

**10. REQUIRED ATTACHMENTS TO THE LAND DIVISION APPLICATION:** The following items must be attached in order to proceed with the review of this application. If any needed items are not attached, the application will be returned without consideration.

**A. LEGAL DESCRIPTIONS:** A complete and accurate legal description of each new proposed division(s) of the parent parcel (including a new description for the remaining parent parcel), and each new proposed easement, road, or shared driveway is required.

Are descriptions attached for all new parcels and the remaining parent parcel? YES  NO

**B. SURVEY OF PROPOSED DIVISIONS:** A survey, sealed by a professional surveyor, of the proposed divisions of the parent parcel. Note: the Township official may waive the survey map requirement where a tentative parcel map (showing the boundary lines, dimensions, and the accessibility of each division from existing or proposed public roads for auto traffic and/or public utilities) is deemed to contain adequate information to approve a proposed land division considering the size, similar nature of the divisions, and the undeveloped character of the territory within which the proposed divisions are located. An accurate legal description of all the proposed divisions, however, shall at all times be required. The survey must show the following information:

1. The boundaries of the parent parcel as it existed as of March 31, 1997; and
2. Any previous divisions made of the parent parcel after March 31, 1997, with indication as to when those divisions were made; and
3. The location of the proposed division(s) line(s); and
4. The dimensions of the proposed divided parcels; and
5. The location of existing and any proposed roads, driveways, and/or easements; and
6. The location of any existing or proposed easements for public utilities from each parcel to existing public utility facilities; and
7. Any existing improvements such as buildings, wells, septic systems, drives, garages, etc; and
8. The location of any of the features checked in response to question #8 (Site Development Limitations). A survey or map is REQUIRED to process this application.

Is a survey or site plan map meeting these requirements attached? YES  NO

**C. SEPTIC/WATER APPROVAL:** Created parcels of One (1) acre or less, shall have approval from the Alpena County Health Department #4 indicating that each proposed parcel (s) to be created by the division(s) are suitable for installation of a septic system and water well. (Note: this requirement is waived as to septic system and well approval for each parcel that will be served by a public water or sewer system.)

Is the Septic/Water Approval attached? YES  NO

**D. DRIVEWAY APPROVAL:** An approval or permit from the Alpena County Road Commission or Michigan Department of Transportation as to driveway and road access for each proposed division.

Is this approval attached? YES  NO

**E. PRIVATE ROAD NAME APPROVAL:** Private road name approval from Alpena Township is required for new private roads.

Is the private road name approval attached? YES  NO

**F. PROOF OF OWNERSHIP:** A copy of the deed, land contract memorandum, or other recorded instrument in which the owner(s) obtained title to the parcel should be attached.

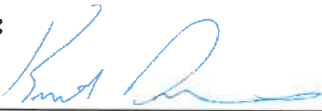
Is this document attached? YES  NO

**G. ZONING APPROVAL:** A document confirming zoning compliance should be provided.

Is the zoning approval attached? YES  NO

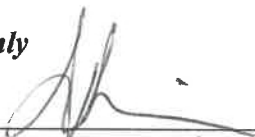
**11. STATEMENT OF OWNERS:** I (we) agree that the statements made above are true, and if found not to be true, this application and any approval based upon this application will be void. I (we) agree to comply with the conditions and regulation applicable to this application and applicable to the parent parcel division. I (we) hereby give permission for officials of the Township to enter the property at reasonable times where the parcel division is being proposed for purposes of inspection to verify that the information on the application is correct. I (we) further understand that any approval granted by the Township with respect to this Land Division/Combination Application applies only to the Township's Land Division/Combination Ordinance, the Township's Zoning Ordinance, and the State of Michigan Land Division Act (formerly the Subdivision Control Act) as amended. I (we) understand that approval of this Land Division Application does not include any representation or conveyance of rights in any other statute, building code, deed restriction or other property rights. Finally, even if this application is approved, I (we) understand that zoning, local ordinances, and State Acts change from time to time, and if changed, the divisions made here must comply with any applicable new requirements unless deeds, land contracts, leases, or surveys representing the approved divisions are recorded with the Register of Deeds for Alpena County, or the division is built upon before the changes to such ordinances or laws are made.

**12. SIGNATURES OF OWNERS:**

Owner:  Date: 3/16/22  
Owner: Kenneth A. Dragiewicz Date: \_\_\_\_\_  
Owner: President & COO Date: \_\_\_\_\_  
Owner: \_\_\_\_\_ Date: \_\_\_\_\_

---

***This Section for Official Use Only***

Received By:   
Date Received: 3/17/2022  
Payment of: \$ 50.00 Received on: 3/21/2022  
Comments:

**Schedule of Fees**

Property Combination: No Charge

Property Division: \$50.00 first division, \$25.00 for additional divisions done at same time



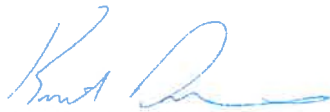
Charter Township of

*Alpena*

Attention Property Owner,

You have requested a mid-year land division. The Alpena County Treasurer no longer will process mid-year land divisions. The land division applied for in the current year will not go on the assessment roll until the following year. Therefore, the owner requesting the land division in the current year will be receiving the entire tax bill for the current year. If one or more of the requested divisions is sold in the current year then it will be between the original owner and the purchaser to decide how much each party will responsible for on the current year tax bills. The Charter Township of Alpena does not prorate taxes. Please sign and date this signifying that you have been notified of taxes and mid-year land divisions.

Property Owner Signature



Date: 3/16/22

P p ty l

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Received 10/20/17  
Date 10/20/17 Time 10:51 AM  
Alpena Register of Deeds

L: 521 P: 390 DWD  
10/20/2017 11:00 AM Page: 1 of 2 \$30.00  
Kathy J Matash, Register Alpena Co., MI

Alpena County Alpena Michigan  
I hereby certify that there are no tax liens or taxes held by the State on lands described herein, and that there are no tax liens or taxes held by individuals on said lands for the five years preceding the 20th day of October, 2017 and that all taxes for said five years are paid as shown by the records of this office. This certificate does not apply to taxes, if any, now in process of collection by township, city or village treasurers.  
Kombal Janklow  
Alpena County Treasurer  
(See 198 Act 206 1989 as amended See 3531 CL 1929)

L: 521 P: 390 Receipt# 17-3574  
10/20/2017 11:00 AM  
Alpena County, Michigan - Real Estate Transfer Tax  
County Tax \$110.00 State Tax \$750.00



### WARRANTY DEED

The Grantor(s) James F. Stoddard M.D., Trustee of the Revocable Trust Agreement of James F. Stoddard, M.D. dated December 11, 1987, as amended  
whose address is 2316 Nurmi Drive, Bay City, Michigan 48708  
convey(s) and warrant(s) to Alpena Power Company  
whose address is 401 North Ninth Avenue, P.O. Box 188, Alpena, Michigan 49707  
the following described premises:  
Situated in Alpena Township, Alpena County, State of Michigan:

Parcel 4-B SEE ATTACHED  
All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as: Commencing at the Northwest Section corner of said Section 7; thence South 03°33'30" West 1126.30 feet along the West Section line to the Southwesterly 33 foot right of way line of Long Rapids Road; thence South 55°54'41" East 1039.27 feet along said right of way line; thence Southeasterly 60.77 feet along the arc of a 00°59'40" degree curve to the left (long chord bearing South 55°36'34" East 60.76 feet) along said right of way line; thence Southeasterly 393.86 feet along the arc of a 00°30'06" degree curve to the right (long chord bearing South 54°56'26" East 393.84 feet) along said right of way line; thence South 53°56'10" East 709.01 feet along said right of way line; thence Southeasterly 386.04 feet along the arc of a 03°54'36" degree curve to the left (long chord bearing South 61°28'58" East 384.92 feet) along said right of way line; thence South 69°01'47" East 1333.51 feet along said right of way line to the Point of Beginning; thence continuing South 69°01'47" East 253.31 feet along said right of way line; thence Southeasterly 185.09 feet along the arc of a 01°58'39" degree curve to the left (long chord bearing South 70°51'35" East 185.05 feet) along said right of way line; thence South 72°31'24" East 67.65 feet along said right of way line to the East North-South 1/8 line; thence South 04°07'05" West 1194.88 feet along said East North-South 1/8 line to a meander line of the Northeast Bank of the Thunder Bay River; thence North 80°46'50" West 541.30 feet along said meander line; thence North 06°21'42" East 1285.13 feet to the Point of Beginning.

The Grantor (s) also grant (s) to the Grantee (s) the right to make 2 Division (s) under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967, as amended.  
This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

for the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS  
subject to easements and building and use restrictions of record

Dated this 16th day of October, 2017 Signed by:

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

STATE OF MICHIGAN )  
County of Alpena ) S.S.

The foregoing instrument was acknowledged before me this 16th day of October, 2017, by James F. Stoddard M.D., Trustee of the Revocable Trust Agreement of James F. Stoddard, M.D., dated December 11, 1987, as amended.

Jon T. Crow  
Jon T. Crow Notary Public  
Alpena County, Michigan

When Recorded Return To:  
Alpena Power Company  
401 North Ninth Avenue, P.O. Box 188, Alpena, MI 49707

My commission expires July 6, 2019  
Drafted By: CENTURY 21 Crow Realty  
605 South Ripley Boulevard  
Alpena, Michigan 49707

#44108X

L: 521 P: 390 DWD

10/20/2017 11:50 AM Page: 2 of 2  
Kathy J Matash, Register Alpena Co., MI \$30.00

**EXHIBIT "A"  
LEGAL DESCRIPTION**

File No.: 441088

Situated in the Township of Alpena, Alpena County, Michigan.

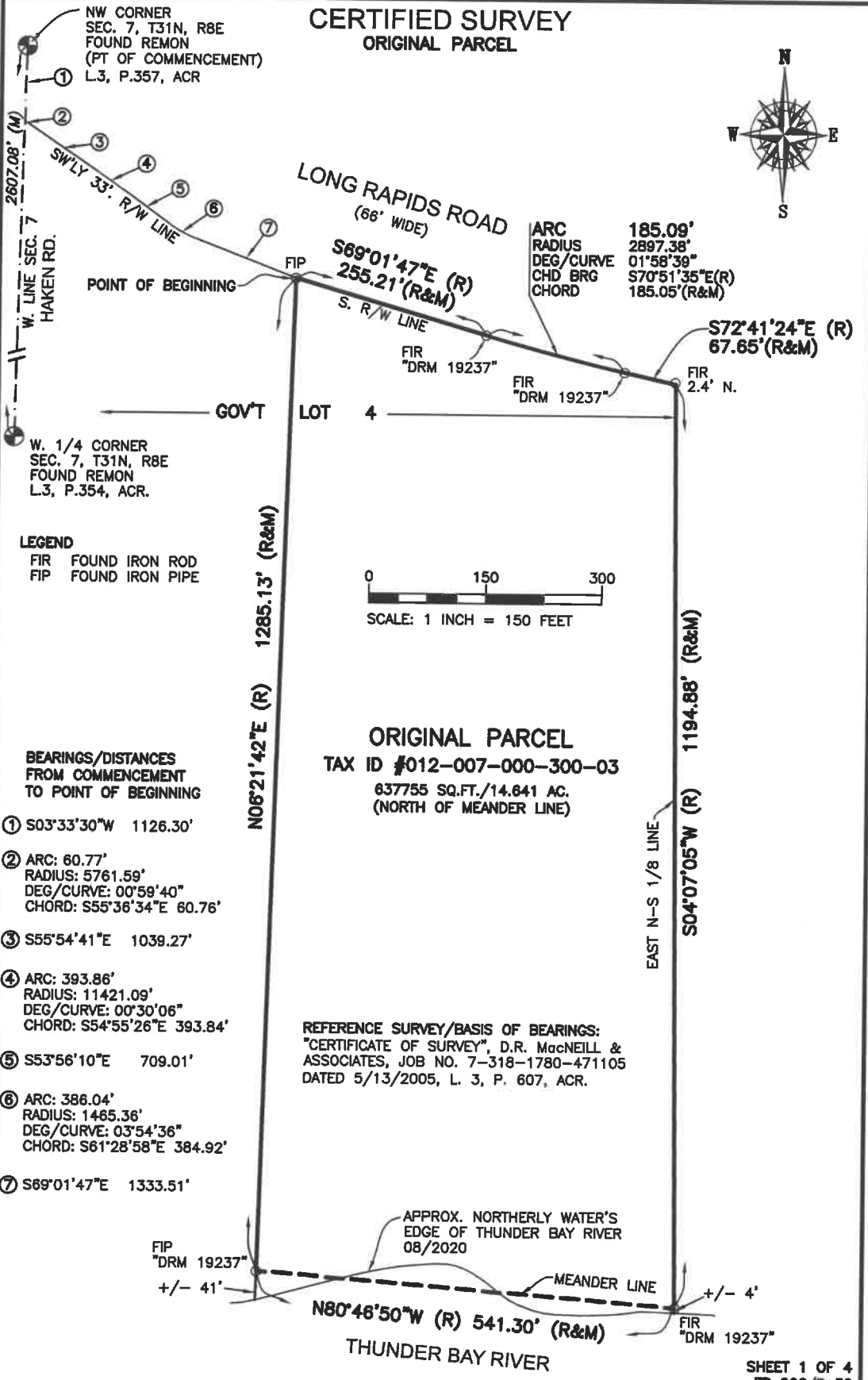
Parcel 4-B

012-007-000-300-03

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as: Commencing at the Northwest Section corner of said Section 7; thence South 03° 33' 30" West 1126.30 feet along the West Section line to the Southwesterly 33 foot right of way line of Long Rapids Road; thence Southeastery 60.77 feet along the arc of a 00° 59' 40" degree curve to the left (long chord bearing South 55° 36' 34" East 60.76 feet) along said right of way line; thence South 55° 54' 41" East 1039.27 feet along said right of way line; thence Southeastery 393.86 feet along the arc of a 00° 30' 06" degree curve to the right (long chord bearing South 54° 55' 26" East 393.84 feet) along said right of way line; thence South 53° 56' 10" East 709.01 feet along said right of way line; thence Southeastery 386.04 feet along the arc of a 03° 54' 36" degree curve to the left (long chord bearing South 61° 28' 58" East 384.92 feet) along said right of way line; thence South 69° 01' 47" East 1333.51 feet along said right of way line to the Point of Beginning; thence continuing South 69° 01' 47" East 255.21 feet along said right of way line; thence Southeastery 185.09 feet along the arc of a 01° 58' 39" degree curve to the left ( long chord bearing South 70° 51' 35" East 185.05 feet) along said right of way line; thence South 72° 41' 24" East 67.65 feet along said right of way line to the East North-South 1/8 line; thence South 04° 07' 05" West 1194.88 feet along said East North-South 1/8 line to a meander line of the Northeast Bank of the Thunder Bay River; thence North 80° 46' 50" West 541.30 feet along said meander line; thence North 06° 21' 42" East 1285.13 feet to the Point of Beginning.

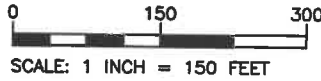
File No.: 441088  
Exhibit A Legal Description

**CERTIFIED SURVEY  
ORIGINAL PARCEL**



**LEGEND**

FIR FOUND IRON ROD  
FIP FOUND IRON PIPE



**BEARINGS/DISTANCES  
FROM COMMENCEMENT  
TO POINT OF BEGINNING**

- ① S03°33'30"W 1126.30'
- ② ARC: 60.77'  
RADIUS: 5761.59'  
DEG/CURVE: 00°59'40"  
CHORD: S55°36'34"E 60.76'
- ③ S55°54'41"E 1039.27'
- ④ ARC: 393.86'  
RADIUS: 11421.09'  
DEG/CURVE: 00°30'06"  
CHORD: S54°55'26"E 393.84'
- ⑤ S53°56'10"E 709.01'
- ⑥ ARC: 386.04'  
RADIUS: 1465.36'  
DEG/CURVE: 03°54'36"  
CHORD: S61°28'58"E 384.92'
- ⑦ S69°01'47"E 1333.51'

**ORIGINAL PARCEL**  
TAX ID #012-007-000-300-03  
637755 SQ.FT./14.641 AC.  
(NORTH OF MEANDER LINE)

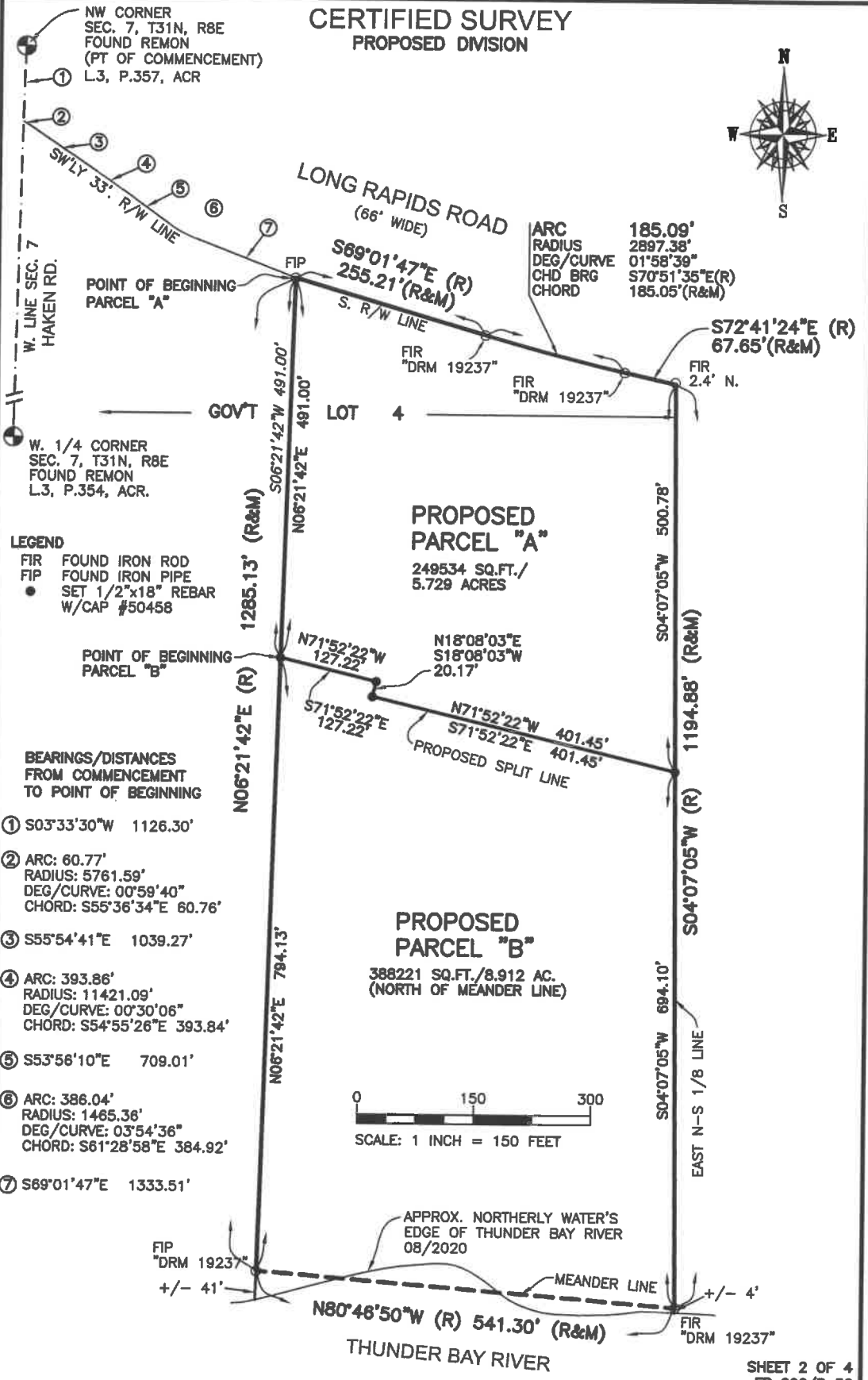
REFERENCE SURVEY/BASIS OF BEARINGS:  
"CERTIFICATE OF SURVEY", D.R. MacNEILL &  
ASSOCIATES, JOB NO. 7-318-1780-471105  
DATED 5/13/2005, L. 3, P. 607, ACR.

APPROX. NORTHERLY WATER'S  
EDGE OF THUNDER BAY RIVER  
08/2020

SHEET 1 OF 4  
FB 906/P 52

|  |         |          |            |          |
|--|---------|----------|------------|----------|
| <b>MCNEELY &amp; LINCOLN</b><br><b>Associates, Inc.</b><br>CIVIL ENGINEERING & LAND SURVEYING<br>PH. (734) 432-9777 FAX (734) 432-9786<br>37741 PEMBROKE, LIVONIA, MICHIGAN, 48152<br>WWW.MNLINC.COM | For     | ITC      | Date       | 08/03/21 |
|  | Scale   | 1"=150'  | Drawn By   | DPW      |
|  | Job No. | 8042.995 | Checked By | MRD      |
|  |         |          |            |          |

**CERTIFIED SURVEY  
PROPOSED DIVISION**



SHEET 2 OF 4  
FB 906/P 52

|   |         |          |            |          |
|---|---------|----------|------------|----------|
| <b>M'NEELY &amp; LINCOLN</b><br>Associates, Inc.<br>CIVIL ENGINEERING & LAND SURVEYING<br>PH. (734) 432-9777 FAX (734) 432-9786<br>37741 PEMBROKE, LIVONIA, MICHIGAN, 48152<br>WWW.MNLINC.COM | For     | ITC      | Date       | 08/03/21 |
|   | Scale   | 1"=150'  | Drawn By   | DPW      |
|   | Job No. | 8042.995 | Checked By | MRD      |
|   |         |          |            |          |

# CERTIFIED SURVEY

## ORIGINAL PARCEL DESCRIPTION

(per Warranty Deed, Liber 521, Page 390, Alpena County Records)

Tax ID # 012-007-000-300-03

Situated in the Township of Alpena, Alpena County, Michigan.

### Parcel 4-B

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:  
Commencing at the Northwest Section corner of said Section 7;  
thence South 03 degrees 33 minutes 30 seconds West 1126.30 feet along the West Section line to the Southwesterly 33 foot right of way line of Long Rapids Road;  
thence Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds degree curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet) along said right of way line;  
thence South 55 degrees 54 minutes 41 seconds East 1039.27 feet along said right of way line;  
thence Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet) along said right of way line;  
thence South 53 degrees 56 minutes 10 seconds East 709.01 feet along said right of way line;  
thence Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds degree curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet) along said right of way line;  
thence South 69 degrees 01 minute 47 seconds East 1333.51 feet along said right of way line to the **Point of Beginning**;  
thence continuing South 69 degrees 01 minute 47 seconds East 255.21 feet along said right of way line;  
thence Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds degree curve to the left (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet) along said right of way line;  
thence South 72 degrees 41 minutes 24 seconds East 67.65 feet along said right of way line to the East North-South 1/8 line;  
thence South 04 degrees 07 minutes 05 seconds West 1194.88 feet along said East North-South 1/8 line to a meander line of the Northeast Bank of the Thunder Bay River;  
thence North 80 degrees 46 minutes 50 seconds West 541.30 feet along said meander line;  
thence North 06 degrees 21 minutes 42 seconds East 1285.13 feet to the **Point of Beginning**. Property lines extend to the Northerly water's edge of the Thunder Bay River.

### SURVEYOR'S CERTIFICATE:

I hereby certify that this map or plat, and the field survey on which it is based were completed by me, a duly licensed surveyor in the State of Michigan, or under my direct supervision, that the positional uncertainty of all corners is within limits acceptable to the profession of Land Surveying, and that the requirements of PA 132 of 1970, as amended, have been met.



David P. White, PS #4001050458



SHEET 3 OF 4

|   |         |          |            |          |
|---|---------|----------|------------|----------|
| <b>McNEELY &amp; LINCOLN</b><br>Associates, Inc.<br>CIVIL ENGINEERING & LAND SURVEYING<br>PH. (734) 432-9777 FAX (734) 432-9786<br>37741 PEMBROKE, LIVONIA, MICHIGAN, 48152<br>WWW.MNLINC.COM | For     | ITC      | Date       | 08/03/21 |
|   | Scale   | NA       | Drawn By   | DPW      |
|   | Job No. | 8042.995 | Checked By | MRD      |
|   |         |          |            |          |

# CERTIFIED SURVEY

## PROPOSED PARCEL "A" DESCRIPTION:

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:  
Commencing at the Northwest Section corner of said Section 7;  
thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet;  
thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:  
(1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds degree curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);  
(2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;  
(3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);  
(4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;  
(5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds degree curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet);  
and (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet to the **Point of Beginning**;  
thence continuing along said Southwesterly 33 foot right of way line the following three (3) courses:  
(1) South 69 degrees 01 minute 47 seconds East 255.21 feet;  
(2) Southeasterly 185.09 feet along the arc of a 01 degree 58 minutes 39 seconds degree curve to the left (long chord bearing South 70 degrees 51 minutes 35 seconds East 185.05 feet);  
and (3) South 72 degrees 41 minutes 24 seconds East 67.65 feet;  
thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 500.78 feet;  
thence North 71 degrees 52 minutes 22 seconds West 401.45 feet;  
thence North 18 degrees 08 minutes 03 seconds East 20.17 feet;  
thence North 71 degrees 52 minutes 22 seconds West 127.22 feet;  
thence North 06 degrees 21 minutes 42 seconds East 491.00 feet to the **Point of Beginning**. Containing 5.729 acres, more or less.

## PROPOSED PARCEL "B" DESCRIPTION:

All that part of Government Lot 4 of Section 7, Town 31 North, Range 8 East, described as:  
Commencing at the Northwest Section corner of said Section 7;  
thence South 03 degrees 33 minutes 30 seconds West, along the West Section line, 1126.30 feet;  
thence along the Southwesterly 33 foot right of way line of Long Rapids Road the following six (6) courses:  
(1) Southeasterly 60.77 feet along the arc of a 00 degrees 59 minutes 40 seconds degree curve to the left (long chord bearing South 55 degrees 36 minutes 34 seconds East 60.76 feet);  
(2) South 55 degrees 54 minutes 41 seconds East 1039.27 feet;  
(3) Southeasterly 393.86 feet along the arc of a 00 degrees 30 minutes 06 seconds curve to the right (long chord bearing South 54 degrees 55 minutes 26 seconds East 393.84 feet);  
(4) South 53 degrees 56 minutes 10 seconds East 709.01 feet;  
(5) Southeasterly 386.04 feet along the arc of a 03 degrees 54 minutes 36 seconds degree curve to the left (long chord bearing South 61 degrees 28 minutes 58 seconds East 384.92 feet);  
and (6) South 69 degrees 01 minute 47 seconds East 1333.51 feet;  
thence South 06 degrees 21 minutes 42 seconds West 491.00 feet to the **Point of Beginning**;  
thence South 71 degrees 52 minutes 22 seconds East 127.22 feet;  
thence South 18 degrees 08 minutes 03 seconds West 20.17 feet;  
thence South 71 degrees 52 minutes 22 seconds East 401.45 feet;  
thence South 04 degrees 07 minutes 05 seconds West, along the East North-South 1/8 line, 694.10 feet;  
thence North 80 degrees 46 minutes 50 seconds West, along a meander line of the Northeast Bank of the Thunder Bay River, 541.30 feet; thence North 06 degrees 21 minutes 42 seconds East 794.13 feet to the **Point of Beginning**. Containing 8.912 acres North of meander line, more or less. Property lines extend to the Northerly water's edge of the Thunder Bay River.

SHEET 4 OF 4

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For ITC Date 08/03/21  
Scale NA Drawn By DPW  
Job No. 8042.995 Checked By MRD