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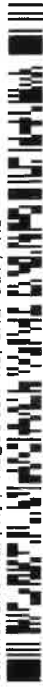
Date 04/18/2024 Time 9:59 A

Alpena Register of Deeds

L: 556 P: 829 ERW

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Catherine Murphy, Register Alpena Co., MI

\$30.00



PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 18 day of MARCH, 2024 ("Effective Date"), by and between James F. Stoddard, M.D., Trustee of the Revocable Trust Agreement of James F. Stoddard, M.D. dated December 11, 1987, as amended, with an address of 2316 Nurmi Dr., Bay City, MI 48708 ("Grantor") and **MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC**, a Michigan limited liability company, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("Grantee").

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

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

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

1. **Grant of the Easement.** Grantor hereby conveys, warrants and grants to Grantee, its successors and assigns, a perpetual easement (the "Easement") over, under, across and through the Easement Area on the Property with the right, privilege and authority for Grantee, its agents, employees, and contractors, to:
 - (a) construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove an electric transmission line or lines and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable), and equipment for transmitting electricity and communications ("Grantee's Facilities");
 - (b) temporarily improve the surface as reasonably necessary to place and operate Grantee's construction vehicles and equipment;
 - (c) prohibit and/or remove, at Grantee's sole discretion, any buildings or other above ground structures (collectively referred to as "Structures");
 - (d) prohibit and/or remove, at Grantee's sole discretion, any future construction of above-ground Structures located or proposed to be located within the Easement Area. Grantee may remove such prohibited Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. If Grantor proposes to construct any Structures within the Easement Area, a proposed construction plan may be submitted to Grantee for its review and a determination as to whether the proposed Structure would interfere with the safe and reliable operation or maintenance of Grantee's Facilities within the Easement Area. Grantee's approval of a proposed Structure under these circumstances will not be unreasonably withheld;
 - (e) at any time cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Easement Area, all at Grantee's sole and absolute discretion;

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

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

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

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

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

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

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

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

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

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

(SIGNATURES ON FOLLOWING PAGE)



GRANTOR:

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

James F. Stoddard M.D. Trustee

James F. Stoddard, M.D., Trustee

Acknowledged before me in Bay County, State of Michigan, on this 18th day of MARCH, 2024, on behalf of James F. Stoddard, M.D., Trustee of the Revocable Trust Agreement of James F. Stoddard, M.D. dated December 11, 1987, as amended.

Kayla Friend
Kayla Friend, Notary Public
Acting in Bay County, Michigan
My Commission Expires 11/19/2027

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

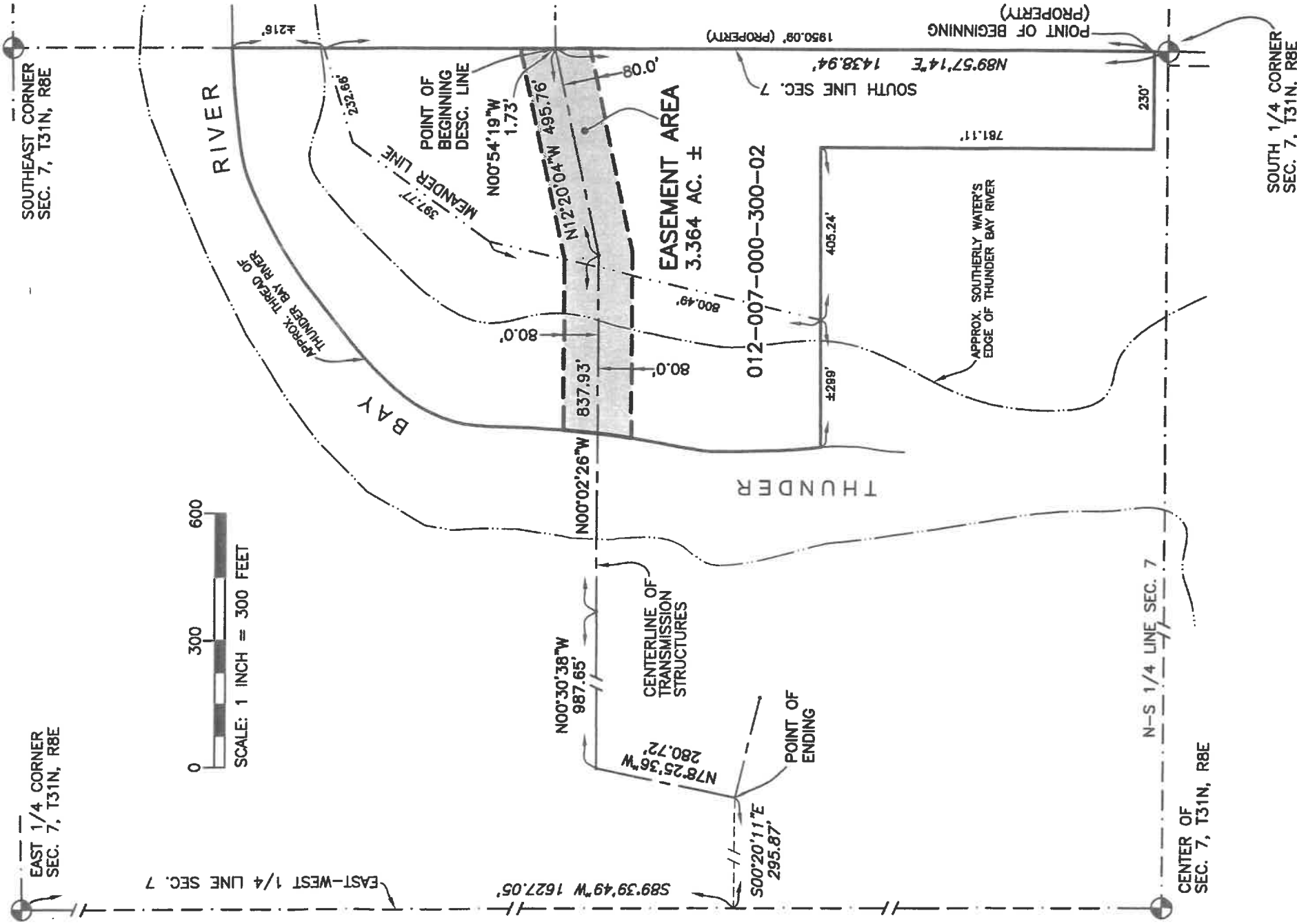
When recorded return to:
Real Estate Manager
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377



EXHIBIT "A"
IOSCO - LONG RAPIDS
PARCEL 012-007-000-300-02

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Catherine Murphy, Register Alpena Co., MI
\$30.00



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McNEELY & LINCOLN
Associates, Inc.

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

For ITC Date 02/15/24
Scale 1"=300' Drawn By DPW
Job No. 8042.995 Checked By MRD

SHEET 1 OF 2

EXHIBIT "A"
IOSCO - LONG RAPIDS
PARCEL 012-007-000-300-02

L: 556 P: 829 ERW
04/18/2024 10:03 AM Page: 5 of 5 \$30.00
Catherline Murphy, Register Alpena Co., MI



DESCRIPTION OF THE PROPERTY

Part of Government Lot 6, Section 7, Town 31 North, Range 8 East, described as:
Commencing at the South 1/4 corner of said Section 7;
thence South 85°25'03" East 33.00 feet along the South Section Line to the **Point of Beginning**, said Point being on the East 33 foot right-of-way line of Lake Winyah Road;
thence continuing South 85°25'03" East 1950.09 feet to a meander line of the Southwest bank of the Thunder Bay River;
thence North 13°05'44" West 232.66 feet along said meander line;
thence North 49°40'06" West 397.77 feet along said meander line;
thence North 72°20'14" West 800.49 feet along said meander line;
thence South 04°07'05" West 405.24 feet parallel to the East North-South 1/8 Line;
thence North 85°25'03" West 781.11 feet to a point 33 feet East of the North-South 1/4 Line;
thence South 04°20'56" West 230 feet parallel to the North-South 1/4 line to the Point of Beginning.

NOTE: Parcel lines depicted as extending to and following the approximate thread of the Thunder Bay River.

Alpena Co. tax parcel #012-007-000-300-02
per Warranty Deed, L. 472, P. 712, Alpena County Records

DESCRIPTION OF EASEMENT AREA

Part of the Southeast 1/4 of Section 7, Town 31 North, Range 8 East, Alpena Township, Alpena County, Michigan, described as:

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

Commencing at the South 1/4 corner of Section 7, Town 31 North Range 8 East;
thence North 89°57'14" East, along the South line of Section 7, 1438.94 feet to the **Point of Beginning**;
thence North 00°54'19" West 1.73 feet; thence North 12°20'04" West 495.76 feet;
thence North 00°02'26" West 837.93 feet; thence North 00°30'38" West 987.65 feet;
thence North 78°25'36" West 280.72 feet to the **Point of Ending**,
said point lying distant South 89°39'49" West, along the East-West 1/4 line of Section 7, 1627.05 feet and South 00°20'11" East 295.87 feet from the East 1/4 corner of Section 7.

The side lines of the above-described easement shall be extended or shortened to meet at angle points, and to terminate at the boundaries of the above-described Property.

For	ITC	Date	02/15/24
Scale	NA	Drawn By	DPW
Job No.	8042.995	Checked By	MRD