


Received

Date 6/1/18 Time 12:30 PM

Alpena Register of Deeds

**L: 524 P: 619 AGREE**  
06/01/2018 02:23 PM Page 1 of 5 \$33.00  
Kathy J Matash, Register Alpena Co., Mi  


**PARTIAL ASSIGNMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AGREEMENT (the "**Agreement**") is made and entered into this 2<sup>TH</sup> day of APRIL, 2018, by and between WOLVERINE POWER SUPPLY COOPERATIVE, INC., a Michigan non-profit corporation, whose address is 10125 West Watergate Road, Cadillac, Michigan 49601 ("**Wolverine**"), and MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377 ("**METC**").

**RECITALS:**

WHEREAS, Wolverine owns and operates an approximate three (3) mile section of double circuit 69/138kV electric transmission line and associated facilities located in Sections 19, 20, and 21, Town 31 North, Range 7 East, Wilson Township, Alpena County, Michigan, (the "**METC Airport Line**").

WHEREAS, pursuant to that certain Bill of Sale and Instrument of Assignment by and between Wolverine and METC dated of even date hereof (the "**Bill of Sale**"), Wolverine transferred all of the transmission assets and associated facilities related to the METC Airport Line, as more particularly described in the Bill of Sale, to METC.

WHEREAS, Wolverine was formerly known as Northern Michigan Electric Cooperative, Incorporated.

WHEREAS, Wolverine obtained easements from various landowners relative to the METC Airport Line ("**METC Airport Line Easements**"), which are more particularly described on the attached **Exhibit A**.

WHEREAS, Wolverine currently owns, maintains and operates, and will continue to own, maintain and operate its Airport-Posen 69kV transmission line which center line is located thirty feet north and east of the METC Airport Line ("**Wolverine Airport-Posen Line**").

WHEREAS, Wolverine now desires to partially assign, transfer and set over unto METC, Wolverine's rights, title and interest in and to certain METC Airport Line Easements.

WHEREAS, METC desires to assume Wolverine's rights, title and interest in and to certain METC Airport Line Easements as partially assigned to METC by Wolverine.

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

1. Partial Assignment and Assumption. Wolverine does hereby partially assign, transfer and set over unto METC and METC hereby assumes all of Wolverine's rights, title and interest in and to the METC Airport Line Easements as partially assigned to METC by Wolverine, and as more particularly described on Exhibit A. Wolverine hereby reserves Wolverine's rights to jointly use the METC Airport Line Easements for purposes of the continued operation and maintenance of the Wolverine Airport-Posen Line. This Agreement, and the rights, obligations and interests assigned hereby, shall be perpetual and shall run with the lands described within the METC Airport Line Easements, and shall be binding upon and inure to the benefit of Wolverine and METC, and each and all of their respective successors and assigns. At no time shall (a) Wolverine's use of the METC Airport Line Easements interfere with any of the rights held by METC pursuant to the terms of the METC Airport Line Easements and this Agreement related to the METC Airport Line and at no time shall (b) METC's use of the METC Airport Line Easements interfere with any of the rights held by Wolverine pursuant to the terms of the METC Airport Line Easements and this Agreement related to the Wolverine Airport-Posen Line. Wolverine shall be solely responsible for the maintenance and repair of the Wolverine Airport-Posen Line; and METC shall be solely responsible for the maintenance and repair of the METC Airport Line. Further, Wolverine shall be solely responsible for repairing or replacing any damage it causes to the land described in the METC Airport Line Easements or any portion thereof; and METC shall be solely responsible for repairing or replacing any damage it causes to the land described in the METC Airport Line Easements or any portion thereof.

2. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be an original. A counterpart of this Agreement with separate but fully executed signature pages attached thereto shall have the full force and effect of an original executed instrument.

This Partial Assignment Agreement is exempt from County real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f).

**[Signature of Wolverine on Following Page]**



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

By: ITC Holdings Corp., its Manager

**L: 524 P: 619 AGREE**  
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Kathy J Matash, Register Alpena Co., MI

By: \_\_\_\_\_  
Name: Christine Mason Soneral,  
Title: Senior Vice President and General Counsel

STATE OF MICHIGAN                    )  
  ) ss:  
COUNTY OF OAKLAND                )

This Partial Assignment Agreement was acknowledged before me this 26<sup>th</sup> day of April, 2018, by Christine Mason Soneral, the Senior Vice President and General Counsel of ITC Holdings Corp., a Michigan corporation, the Manager of Michigan Electric Transmission Company, LLC, a Michigan limited liability company.

Laura J. McCray  
\_\_\_\_\_, Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires 7/30/2021

PREPARED BY  
Jenny D'Anna (P66234)  
27175 Energy Way  
Novi, MI 48377

LAURA J. MCCRAY  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Jul 30, 2021  
ACTING IN COUNTY OF Oakland

AFTER RECORDING RETURN TO:  
ITC Holdings Corp.  
Attn: Real Estate  
27175 Energy Way  
Novi, MI 48377

EXHIBIT A



METC AIRPORT LINE EASEMENTS FOR PARTIAL ASSIGNMENT

Grantor	Grantee	County	Twp.	T/R/Sec.	Liber Page	Date Granted	Property Description of Partial Assignment Area
Huron Cement	Northern Michigan Electric Cooperative	Alpena	Wilson	31N/7E/19	L228 P543	1/8/1979	Only Parcel No. 2 described in Easement is assigned and being a 100-foot wide strip located in the S½ of the S½ of Section 19, T31N-R7E, Wilson Twp, Alpena Co, MI.
Albert W Udell and Mildred Udell (h/w)	Northern Michigan Electric Cooperative, Inc	Alpena	Wilson	31N/7E/21	L176 P583	8/5/1966	A 100-foot wide strip that also contains the Wolverine Airport-Posen Line and located in the SW¼ of the SE¼ of Section 21, T31N-R7E, Wilson Twp, Alpena Co., MI