

Received

Date 12/1/22 Time 3:26 p

Alpena Register of Deeds

L: 550 P: 627 ERWA

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Catherine Murphy, Register Alpena Co., Mi



**SECOND AMENDED AND RESTATED PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT**

This Amended and Restated Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 25 day of October, 2022, by and between **GABRIEL L. KAISER AND NICOLE KAISER**, husband and wife, with an address of 3100 McHarg Road, Alpena, MI 49707 ("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" (the "Easement Area").

WHEREAS, Grantor conveyed a Permanent Electric Transmission Line Easement to International Transmission Company, as Grantee, as recorded in Liber 542, Page 309 of the Alpena County Register of Deeds office on 06/23/21, and an Amended and Restated Permanent Electric Transmission Line Easement Agreement, as, as recorded in Liber 549, Page 653 of the Alpena County Register of Deeds office on 09/21/22.

WHEREAS by this Second Amended and Restated Permanent Electric Transmission Line Easement Agreement Grantor and Grantee intend to restate and re-describe the nature of the real property rights to be conveyed by Grantor to Grantee.

WHEREAS, Grantor desires to convey to Grantee a perpetual easement upon, under, across and through the Easement Area, upon the terms and conditions stated below.

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

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

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

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

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

(d) prohibit and/or remove, at Grantee's sole discretion, any future construction of above-ground Structures located or proposed to be located within the Easement Area. Grantee may remove such prohibited Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. If Grantor proposes to construct any Structures within the Easement Area, a proposed construction plan may be submitted to Grantee for its review and a determination as to whether the proposed Structure would interfere

with the safe and reliable operation or maintenance of Grantee's Facilities within the Easement Area. Grantee's approval of a proposed Structure under these circumstances will not be unreasonably withheld;

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

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

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

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

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

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

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


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

This conveyance shall be permanent, shall run with the land, and shall be binding upon the parties' successors and assigns.

4. **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.

5. By this Second Amended and Restated Permanent Electric Transmission Line Easement Agreement, the parties intend to and hereby amend and restate the conveyance and transfer of real property rights between then as described in that certain Permanent Electric Transmission Line Easement Agreement entered into by **GABRIEL L. KAISER AND NICOLE KAISER**, husband and wife and **MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC**, a Michigan limited liability company, as recorded in Liber 542, Page 309 of the Alpena County Register of Deeds office on 06/23/21, and by an Amended and Restated Permanent Electric Transmission Line Easement Agreement, as, as recorded in Liber 549, Page 653 of the Alpena County Register of Deeds office on 09/21/22 as set forth herein.

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).

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GRANTOR:

*Gabriel Kaiser*

GABRIEL L. KAISER

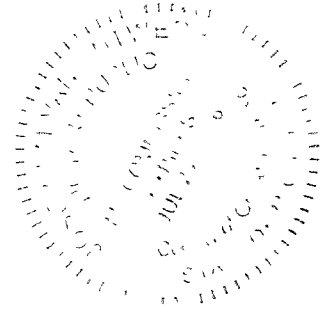
*Nicole Kaiser*

NICOLE KAISER

Acknowledged before me in Alpena County, State of Michigan, on this 15 day of October 2022, by Gabriel L. Kaiser and Nicole Kaiser.

*Joseph M. Van Antwerp*

Joseph M. Van Antwerp, Notary Public  
Grand Traverse County, Michigan  
Acting in Alpena County, Michigan  
My Commission Expires July 24, 2026



Drafted by and when recorded return to

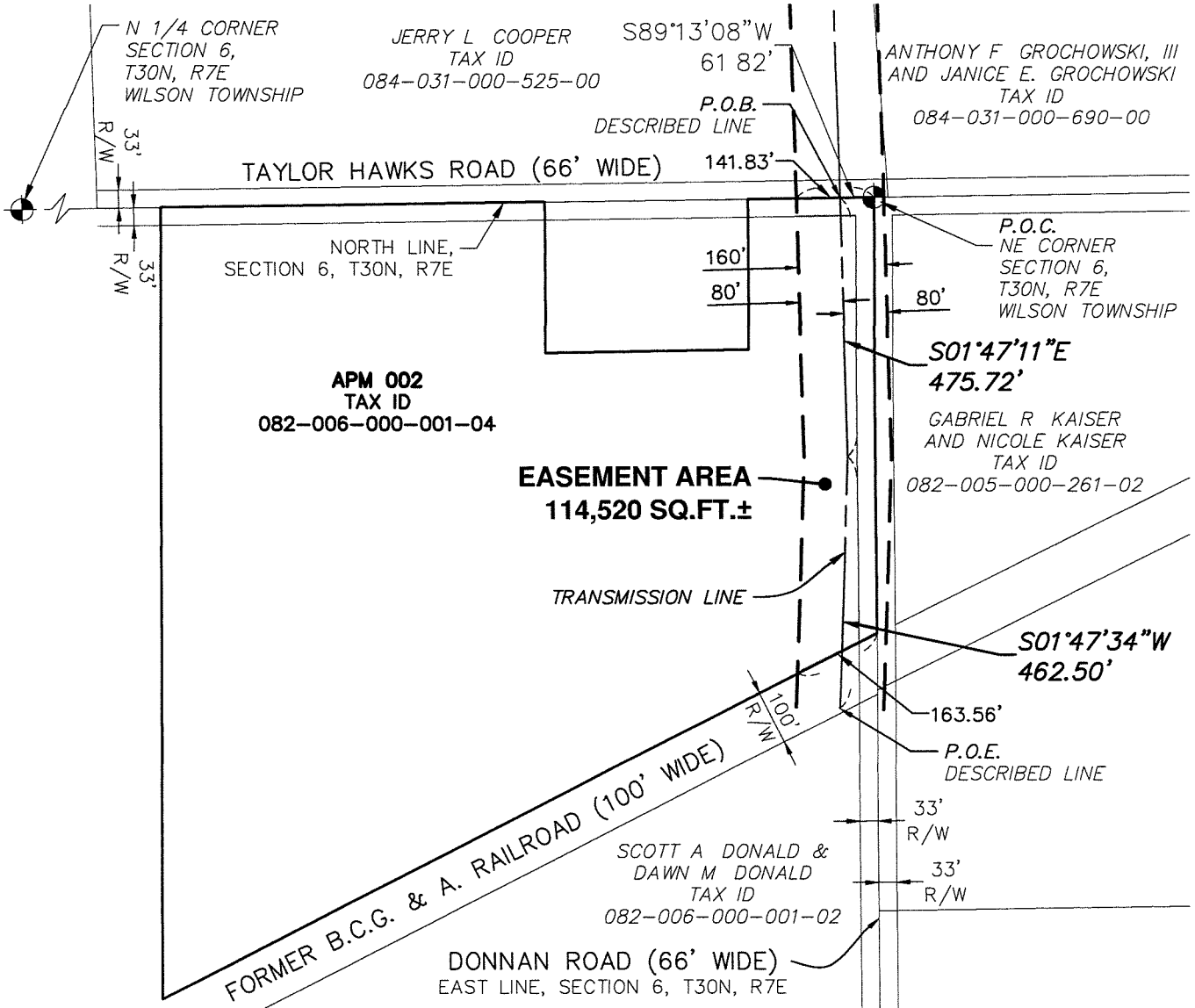
Matthew Hetzner (P73044)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, Michigan 48377

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**EXHIBIT A**  
**APM-002**

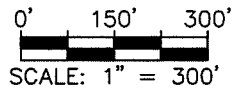
GABRIEL R. KAISER AND NICOLE K. KAISER



**LEGEND**

- TRANSMISSION LINE
- EASEMENT AREA
- DESCRIBED EASEMENT - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83, CENTRAL ZONE, INTERNATIONAL FOOT SECTION CORNER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.E. POINT OF ENDING

NOTE: THIS IS NOT A BOUNDARY SURVEY



Total Easement area  
114,520 Square Feet (2.63 Acres)  
 Total Easement area less Road  
 Right-of-way  
84,240 Square Feet (1.93 Acres)

METC MICHIGAN ELECTRIC TRANSMISSION COMPANY	MCA 800.525.6016 www.metroca.net	CLIENT: MICHIGAN ELECTRIC TRANSMISSION COMPANY	JOB: 1054-20-9619
		PROJECT: AIRPORT-MIO	DATE: 1-20-2021
		REV.: 8-4-2022	SHEET: 1 OF 2

**L: 550 P: 627 ERWA**



**PROPERTY:**

(PER WARRANTY DEED LIBER 506, PAGE 105)

PARCEL 1 OF CERTIFICATE OF SURVEY BY ALPHA LAND SURVEY CO INC, W/O NO 4-1580, REVISED AND DATED 12/18/14 DESCRIBED AS:

PART OF THE E1/2 OF THE FRACTIONAL NE1/4 OF SECTION 6, T30N, R7E, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SECTION 6, THE POINT OF BEGINNING, THENCE S00°57'55"W 800.87 FEET ALONG THE EAST LINE OF SECTION 6 AND DONNAN ROAD, THENCE S64°16'24"W 1467.95 FEET TO THE WEST LINE OF THE EAST HALF OF THE FRACTIONAL NE1/4 OF SECTION 6, THENCE N01°15'09"E 1450.24 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE FRACTIONAL NE1/4 OF SECTION 6 TO THE NORTH LINE OF SECTION 6 AND TAYLOR HAWKS ROAD, THENCE S89°28'34"E 702.07 FEET ALONG THE NORTH LINE OF SECTION 6 AND TAYLOR HAWKS ROAD, THENCE S00°57'55"W 276.96 FEET, THENCE S89°28'34"E 372.00 FEET, THENCE N00°57'55"E 276.96 FEET TO THE NORTH LINE OF SECTION 6 AND TAYLOR HAWKS ROAD, THENCE S89°28'34"E 230.23 FEET ALONG THE NORTH LINE OF SECTION 6 AND TAYLOR HAWKS ROAD TO THE POINT OF BEGINNING SUBJECT TO ANY PART THEREOF THAT MAY BE USED FOR ROAD RIGHT OF WAY PURPOSES

TAX ID 082-006-000-001-04

**EASEMENT AREA:**

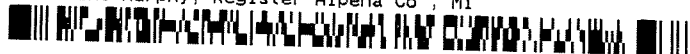
PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWN 30 NORTH, RANGE 7 EAST, ALPENA COUNTY, MICHIGAN, DESCRIBED AS

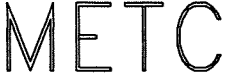

ALL THAT PART OF THE ABOVE-DESCRIBED PROPERTY WHICH LIES WITHIN 80.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE.

**COMMENCING** AT THE NORTHEAST CORNER OF SECTION 6, TOWN 30 NORTH, RANGE 7 EAST, WILSON TOWNSHIP, ALPENA COUNTY, MICHIGAN, THENCE S89°13'08"W 61.82 FEET ALONG THE NORTH LINE OF SAID SECTION 6, AND THE CENTERLINE OF TAYLOR HAWKS ROAD (66' WIDE RIGHT-OF-WAY) TO THE **POINT OF BEGINNING**, THENCE S01°47'11"E 475.72 FEET, THENCE S01°47'34"W 462.50 FEET TO THE **POINT OF ENDING**. THE SIDELINES 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

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