

Received

Date 04/30/2021 Time 11:45A

Alpena Register of Deeds

L: 541 P: 443 ERW

04/30/2021 11:50 AM Page: 1 of 6
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 8 day of April, 2021 ("Effective Date"), by and between **THEODORE MANNING and CHRISTINE MANNING** whose address is 1864 S. Herron Rd., Herron, MI 49744 ("Grantors") 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, Grantors are the owners of certain real property more particularly described on the attached Exhibit "A" as the "Property".

WHEREAS, Grantors desire 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 Grantors and Grantee hereby agree as follows:

1. **Grant of the Easement.** Grantors hereby convey, warrant and grant 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 Grantors propose 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 Grantors' 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 Grantors, or the owner of the crops if different from the Grantors, the value of any growing crops damaged by Grantee's exercise of any of Grantee's rights under this Agreement.

3. **Covenants of Grantors.** Grantors hereby covenants, promises, agrees and acknowledges that at the execution and delivery of this instrument they are the lawful owners 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).

GRANTORS:

THEODORE MANNING

Acknowledged before me in Alpena County, State of Michigan, on this 8 day of Apr. 1, 2021, Theodore Manning, personally came before me this day and acknowledged that he executed the foregoing Easement as his own act and deed.

JOHN M. ARNTZ
Notary Public - State of Michigan
County of Leelenau

My Commission Expires May 27, 2021
Acting in the County of Alpena

, Notary Public

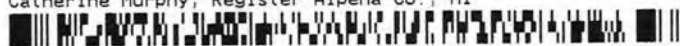
County, _____

Acting in _____ County, _____

My Commission Expires _____

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Catherine Murphy, Register Alpena Co., Mi



CHRISTINE MANNING

Christine Manning

Acknowledged before me in Alpena County, State of Michigan, on this 8 day of April, 2021, Christine Manning, personally came before me this day and acknowledged that he executed the foregoing Easement as his own act and deed.

JOHN M. ARNTZ
Notary Public - State of Michigan
County of Leelenau
My Commission Expires May 27, 2021
Acting in the County of Alpena

, Notary Public

County, _____
Acting in _____ County, _____
My Commission Expires _____

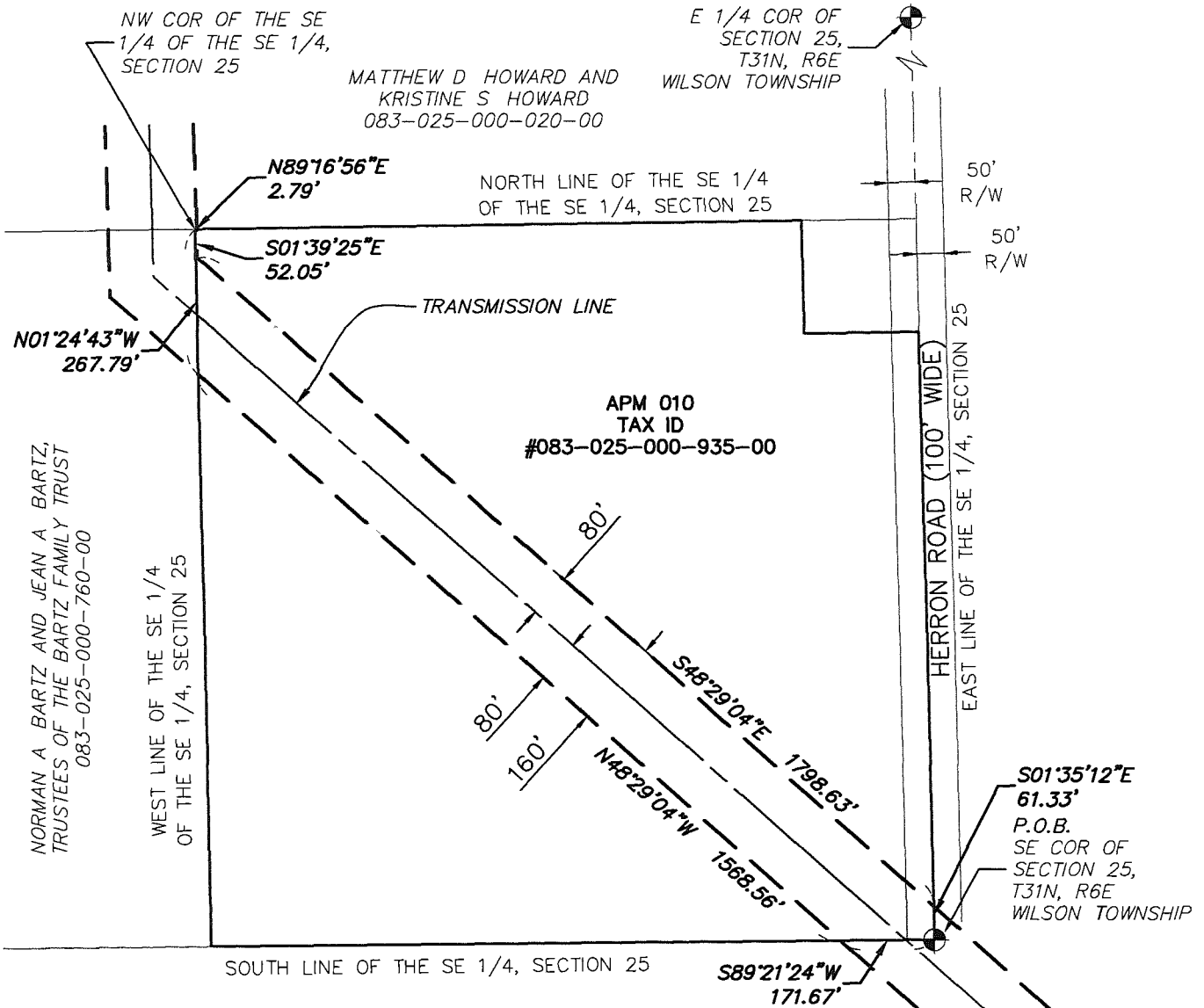
Drafted by:
Patricia T. Murphy (P61872)
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377

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

EXHIBIT A

APM-010

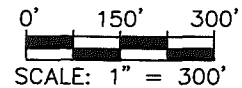
THEODORE J. MANNING AND CHRISTINE MANNING



LEGEND

- TRANSMISSION LINE
- EASEMENT AREA
- N 88° E**
DESCRIBED EASEMENT - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83, CENTRAL ZONE, INTERNATIONAL FOOT
- SECTION CORNER
- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT

NOTE: THIS IS NOT A BOUNDARY SURVEY



Total Easement area
275,120 Square Feet (6.32 Acres)
 Total Easement area less Road
 Right-of-way
270,900 Square Feet (6.22 Acres)

METC
MICHIGAN ELECTRIC
TRANSMISSION COMPANY

MCA
800.525.6016
www.metroca.net

CLIENT: MICHIGAN ELECTRIC TRANSMISSION COMPANY
 PROJECT: AIRPORT-MIO

JOB: 1054-20-9619
 DATE: 1-26-2021
 REV: ---
 SHEET: 1 OF 2

L: 541 P: 443 ERW



PROPERTY:



(PER WARRANTY DEED LIBER 294, PAGE 809)

THE SE1/4 OF THE SE1/4 OF SECTION 25, T31N, R6E, LESS ONE SQUARE ACRE OF LAND IN THE NE CORNER THEREOF DESCRIBED AS COMMENCING AT THE NE CORNER OF THE SE1/4 OF THE SE1/4 THENCE S'LY ALONG THE HERRON ROAD RIGHT OF WAY A DISTANCE OF 208.75 FEET, THENCE W'LY PARALLEL WITH THE SECTION LINE COMMON TO SECTIONS 25 AND 36, T31N, R6E, 208.75 FEET, THENCE N'LY AND PARALLEL WITH HERRON ROAD RIGHT OF WAY A DISTANCE OF 208.75 FEET, THENCE E'LY TO THE POINT OF BEGINNING AND MEANING TO DESCRIBE ONE SQUARE ACRE OF LAND INCLUDES ALL GAS, OIL AND MINERAL RIGHTS OWNED BY THE GRANTOR HEREIN

TAX ID 083-025-000-935-00

EASEMENT AREA:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 25, TOWN 31 NORTH, RANGE 6 EAST, WILSON TOWNSHIP, ALPENA COUNTY, MICHIGAN, THENCE S89°21'24"W 171.67 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25; THENCE N48°29'04"W 1568.56 FEET TO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25, THENCE N01°24'43"W 267.79 FEET ALONG SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25 TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25; THENCE N89°16'56"E 2.79 FEET ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25, THENCE S01°39'25"E 52.05 FEET, THENCE S48°29'04"E 1798.63 FEET TO THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25, THENCE S01°35'12"E 61.33 FEET ALONG SAID EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING

 MICHIGAN ELECTRIC TRANSMISSION COMPANY	 800 525 6016 www.metroca.net	CLIENT:	JOB: 1054-20-9619
		MICHIGAN ELECTRIC TRANSMISSION COMPANY	DATE: 1-26-2021
		PROJECT:	REV.: --
		AIRPORT-MIO	SHEET: 2 OF 2