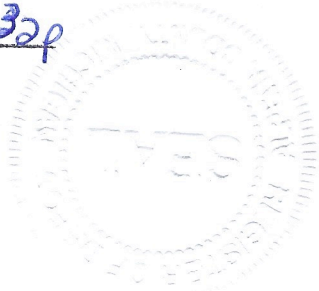


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Date 04/08/2021 Time 3:32p

Alpena Register of Deeds



L: 541 P: 53 ERW

04/08/2021 03:35 PM Page: 1 of 5 \$30.00
Catherine Murphy, Register Alpena Co., MI

PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 18 day of March, 20 21 ("Effective Date"), by and between **Matthew D. Howard and Kristine S. Howard**, husband and wife, with an address of 1524 S. Herron Rd., Herron, MI 49774-9772 ("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");

MIO-Airports

(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.



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).

GRANTOR:

Matthew D Howard
Matthew D. Howard

Kristine S Howard
Kristine S. Howard

Acknowledged before me in Alpena County, State of Michigan, on this 18 day of march, 2021, on behalf of Matthew D. Howard and Kristine S. Howard, husband and wife.

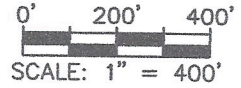
John Arnitz, Notary Public
Leekman County, Michigan
Acting in Alpena County, Michigan
My Commission Expires 5-27-2021

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-012

MATTHEW D. HOWARD AND KRISTINE S. HOWARD



MICHIGAN DEPARTMENT
OF TREASURY
083-025-000-050-00

$L=172.08', R=5779.65'$
 $S69^{\circ}20'38''E$ 172.07'
 $S00^{\circ}56'02''E$
6.45'

E 1/4 COR OF
SECTION 25,
T31N, R6E
WILSON TOWNSHIP

33'
R/W
33'
R/W

$N00^{\circ}56'02''W$
70.78'

FORMER D&M RAILROAD

NORTH LINE OF THE SE 1/4,
SECTION 25

KAISER ROAD (66' WIDE)
EAST LINE OF THE NE 1/4,
SECTION 25

CENTER OF
SECTION 25,
T31N, R6E
WILSON TOWNSHIP

APM 012
TAX ID
#083-025-000-020-00

HERRON ROAD
(100' WIDE)
EAST LINE OF THE SE 1/4,
SECTION 25

50'
R/W
50'
R/W

WEST LINE OF THE SE 1/4, SECTION 25

$N01^{\circ}39'25''W$ 1583.38'

$S01^{\circ}39'25''E$ 1585.00'

80'

80'

160'

TRANSMISSION LINE

SOUTH LINE OF THE N 1/2
OF THE SE 1/4, SECTION 25

P.O.B.

$S89^{\circ}16'56''W$ 1313.45'

$S89^{\circ}16'56''W$
160.02'

NORMAN A. BARTZ &
JEAN A. BARTZ,
TRUSTEES OF THE
BARTZ FAMILY TRUST
083-025-000-760-00

THEODORE J. MANNING &
CHRISTINE MANNING
083-025-000-935-00

$N01^{\circ}35'12''W$
1322.47'

P.O.C.
SE COR OF
SECTION 25,
T31N, R6E
WILSON TOWNSHIP

LEGEND



TRANSMISSION LINE



EASEMENT AREA

$N 88^{\circ} E$

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
259,580 Square Feet (5.96 Acres)

METC

MICHIGAN ELECTRIC
TRANSMISSION COMPANY



800.525.6016
www.metroca.net

CLIENT:
MICHIGAN ELECTRIC TRANSMISSION COMPANY

PROJECT: AIRPORT-MIO

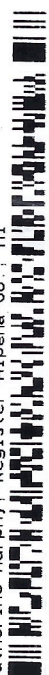
JOB: 1054-20-9619

DATE: 1-26-2021

REV.: --

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 Catherine Murphy, Register Alpena Co., Mi



\$30.00

PROPERTY:

(PER WARRANTY DEED LIBER 298, PAGE 453)

SITUATED IN THE TOWNSHIP OF WILSON, COUNTY OF ALPENA, STATE OF MICHIGAN.

A PARCEL OF LAND DESCRIBED AS FOLLOWS: ALL THAT PART OF THE S 1/2 OF THE NE 1/4 LYING SOUTH OF THE D & M RAILROAD RIGHT-OF-WAY AND THE N 1/2 OF THE SE 1/4 OF SECTION 25, T31N, R6E. LESS THE D & M RAILROAD RIGHT-OF-WAY; ALSO LESS THE EAST 50 FEET THEREOF; ALSO LESS, COMMENCING AT THE N 1/4 CORNER; THENCE S1°11'W ALONG THE N-S 1/4 LINE 1695.15 FEET; THENCE S88°49'E 33 FEET TO THE **POINT OF BEGINNING** AND POINT OF CURVATURE; THENCE S57°11'E 734.06 FEET ON THE LONG CHORD OF A CURVE TO THE LEFT, RADIUS 4166.43 FEET, CENTRAL ANGLE 10°6'28" AND THE ARC LENGTH IS 734.73 FEET TO A POINT ON THE CURVE; THENCE S1°11'W 165 FEET; THENCE N88°49'W 625 FEET; THENCE N1°11'W 550 FEET TO THE POINT OF BEGINNING. ALL BEING A PART OF THE NE 1/4 OF SECTION 25, T31N, R6E. ALSO LESS COMMENCING AT THE E 1/4 CORNER OF SECTION 25, T31N, R6E; THENCE S1°10'W 322.93 FEET; THENCE N88°37'50"W 50.0 FEET TO THE **POINT OF BEGINNING**; THENCE S1°10'W 385.0 FEET; THENCE N88°37'50"W 420.0 FEET; THENCE N1°10'E 385.0 FEET; THENCE S88°37'50"E 420.0 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 25, T31N, R6E. EXCLUDING 1/2 OF ALL MINERAL RIGHTS. SUBJECT TO ALL RIGHT-OF-WAYS AND EASEMENTS ON RECORD.

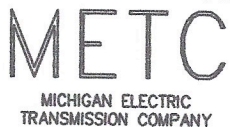
TAX ID: 083-025-000-020-00

EASEMENT AREA:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWN 31 NORTH, RANGE 6 EAST, WILSON TOWNSHIP, ALPENA COUNTY, MICHIGAN; THENCE N01°35'12"W 1322.47 FEET ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25 AND THE CENTERLINE OF HERRON ROAD (100' WIDE RIGHT-OF-WAY); THENCE S89°16'56"W 1313.45 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING S89°16'56"W 160.02 FEET; THENCE N01°39'25"W 1583.38 FEET; THENCE N00°56'02"W 70.78 FEET TO A POINT ON THE SOUTHERLY LINE OF MICHIGAN DEPARTMENT OF TREASURY PARCEL (FORMERLY THE SOUTH RIGHT OF WAY LINE OF THE D & M RAILROAD); THENCE ALONG SAID SOUTHERLY LINE 172.08 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5779.65 FEET AND A CHORD BEARING OF S69°20'38"E 172.07 FEET; THENCE S00°56'02"E 6.45 FEET; THENCE S01°39'25"E 1585.00 FEET TO THE POINT OF BEGINNING

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Catherine Murphy, Register Alpena Co., Mi



CLIENT: MICHIGAN ELECTRIC TRANSMISSION COMPANY
PROJECT: AIRPORT-MIO

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DATE: 1-26-2021
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