

Received

Date 8-26-21 Time 1:30pm

Alpena Register of Deeds

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF ALPENA

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

Civil Action 21-1041-CC

Plaintiff,

Honorable K. Edward Black

vs.

Parcel No. APM- 004

JERRY L. COOPER OR HIS UNKNOWN
HEIRS, DEVISEES, LEGATEES AND
ASSIGNS; ALPENA COUNTY ROAD
COMMISSION; AND UNKNOWN
TENANT(S),

Defendants.

Stephen R. Estey (P53262)
Douglas J. Fryer (P51765)
Todd Schebor (P66358)
DYKEMA GOSSETT PLLC
Attorneys for Michigan Electric Transmission
Company, LLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
(248) 203-0700

**DEFAULT JUDGMENT AND ORDER CONFIRMING THE VESTING OF TITLE AND
TRANSFERRING POSSESSION OF EASEMENT**

At a session of said Court held in the
Courthouse in the County of Alpena
State of Michigan on 8/26/21.

Present: Honorable K. Edward Black
Circuit Court Judge

This matter having come before the Court on Plaintiff's Motion for Entry of Default
Judgment and Order Confirming the Vesting of Title and Transferring Possession of Easement,

DYKEMA GOSSETT PLLC - 39577 Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48304



DYKEMA GOSSETT P.L.C. - 39577 Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48304

the Court having reviewed the Motion and exhibits, and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default Judgment as to Defaulted Defendants and Order Confirming the Vesting of Title and Transferring Possession of Easement is granted.

IT IS FURTHER ORDERED that Plaintiff's service of the Default on Defaulted Defendants by posting at the Alpena County Circuit Court on July 16, 2021 was permitted and sufficient to provide notice to Defaulted Defendants pursuant to MCR 2.603(A)(2).

IT IS FURTHER ORDERED that pursuant to the Uniform Condemnation Procedures Act, MCL 213.51 et seq., Defaulted Defendants have waived the right to challenge the necessity of the acquisition of the property subject to this action and/or to challenge the amount of estimated just compensation ("EJC") offered to any Defendant in this matter by Plaintiff.

IT IS FURTHER ORDERED that \$5,520.00 is established as the Just Compensation for the Easement

IT IS FURTHER ORDERED that Plaintiff shall instruct the Escrow Agent to release the EJC funds in the amount of \$5,520.00 and issue a check made payable to the Alpena County Circuit Court. The Alpena County Circuit Court shall hold the funds for one (1) year, after which the funds shall be transferred to the Unclaimed Property Division unless a Defendant in this action requests the funds in the interim.

IT IS FURTHER ORDERED as follows:

1. Title to those rights in the real property described in the Easement, attached to the Complaint and attached to this Order as **Exhibit 1**, is hereby confirmed to have vested with Plaintiff on April 21, 2021, the date the Complaint was filed.



2. Physical possession of the property rights as set forth in the Easement is surrendered to Plaintiff as of the date of entry of this Order.

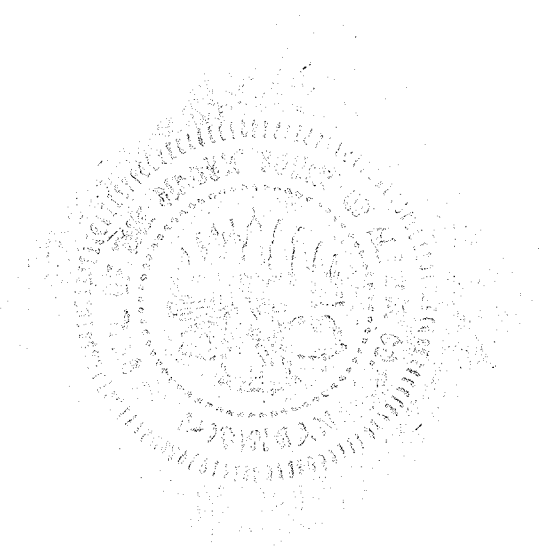
3. Upon entry of this Order, METC may record this Order with the Alpena County Register of Deeds.

THIS JUDGMENT RESOLVES THE LAST PENDING CLAIM AND CLOSES THE CASE.

[Handwritten Signature]

CIRCUIT COURT JUDGE

DYERMA COSSETTI PLLC - 39377 Woodland Avenue, Suite 300, Bloomfield Hills, Michigan 48304



ACTED IN THE CITY OF ALPENA
ABOVE IS AN EXACT COPY
OF THE RECORD IN FILE NO.
ALPENA, REGISTER
VALID ONLY WITH RECORD NUMBER

AUG -6 2021

REGISTER OF DEEDS
[Handwritten Signature]
ALPENA COUNTY MI

L: 543 P: 483 JUDG

08/26/2021 01:31 PM Page: 4 of 9 \$30.00
Catherine Murphy, Register Alpena Co., Mi



EXHIBIT 1



PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this _____ day of _____, 20____ ("Effective Date"), by and between [_____] a [_____] with an address of [_____] ("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 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 affiliated Telecommunications Line or Lines (as defined below), consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable related to the Telecommunications Line or Lines), and equipment for transmitting electricity and communications relating to same ("Grantee's Facilities");

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

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



fences ("Permitted Fence") as provided for herein. In the event a Permitted Fence currently exists within the Easement Area as of the date of this Easement, Grantee may: (i) install and maintain a gating system in the Permitted Fence, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of Grantee's Facilities as provided for herein; and (ii) cause such Permitted Fence to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fence to substantially the same condition as it existed prior to removal. Grantee may also 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 which are not approved as set forth herein. Grantee may remove 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;

(d) locate Grantee's poles and towers within the Easement Area as near as possible to the transmission line depicted on Exhibit A;

(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

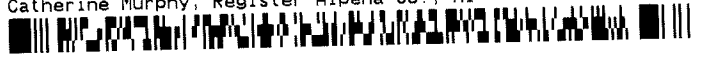
(g) enter upon and cross the Easement Area for the above purposes and to access other land(s) through the Easement Area;

For purposes of this Agreement, the term "Telecommunications Line or Lines" as used in ¶1(a) shall be defined as Grantee's internal telecommunications line or lines (and not the telecommunications line of a third party telecommunications provider).

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. **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.

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.

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:

[_____]

By _____

Its _____

Acknowledged before me in _____ County, State of Michigan, on this _____ day of _____, 20____, on behalf of [_____], a [_____], by _____, its _____.

_____, Notary Public

_____ County, _____

Acting in _____ County, _____

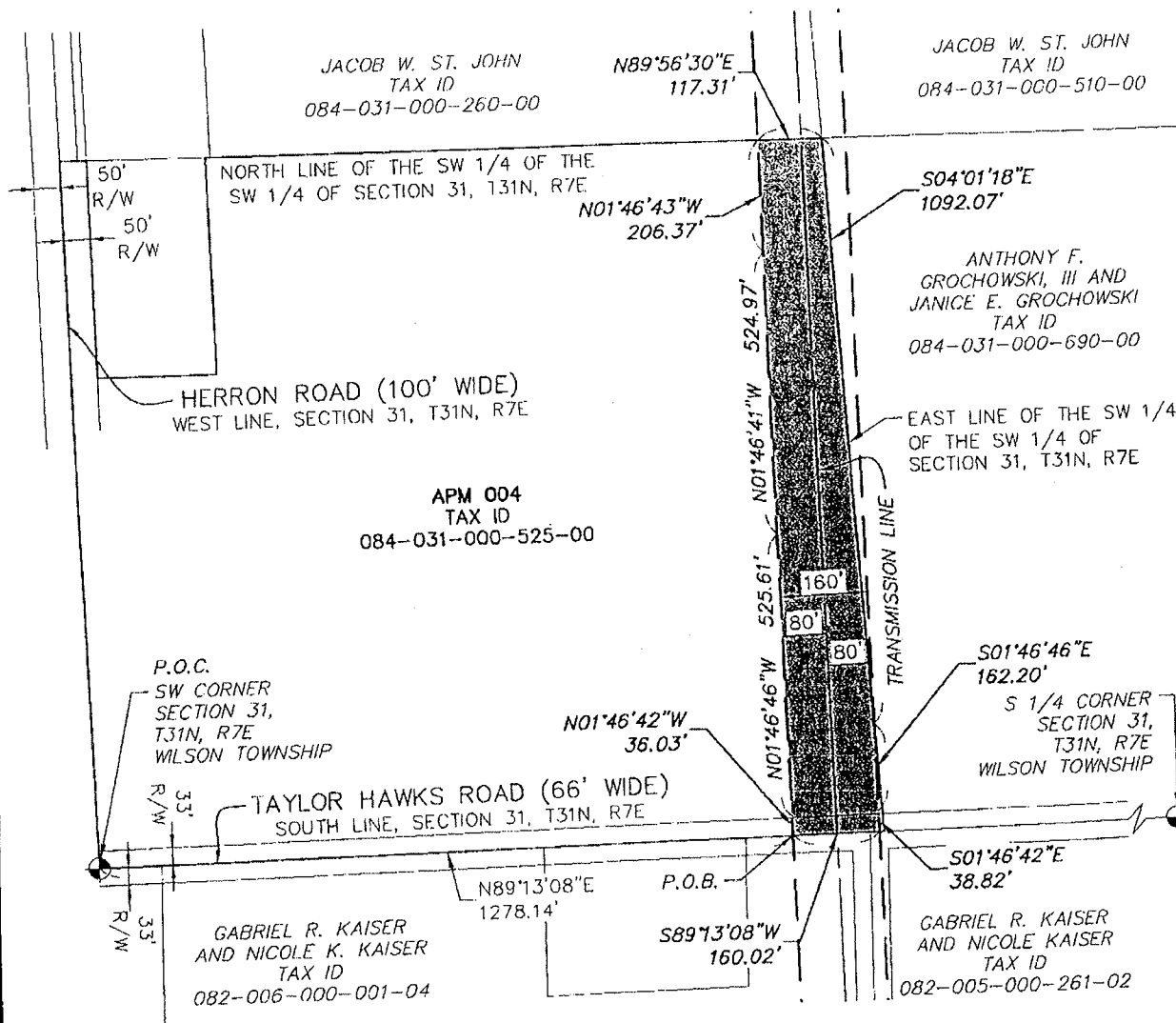
My Commission Expires _____

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



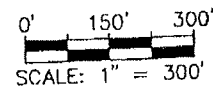
EXHIBIT A
 APM-004
 JERRY L. COOPER



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
183,430 Square Feet (4.21 Acres)
 Total Easement area less Road
 Right-of-way
178,150 Square Feet (4.09 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: 1-21-2021
		REV.: ---	SHEET: 1 OF 2

PROPERTY:

(PER WARRANTY DEED LIBER 399, PAGES 607--608)

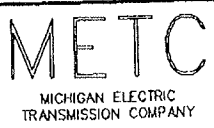

SITUATED IN WILSON TOWNSHIP, ALPENA COUNTY, MICHIGAN

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWN 31 NORTH, RANGE 7 EAST, LESS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWN 31 NORTH, RANGE 7 EAST; THENCE EAST ALONG THE EAST AND WEST 1/8 LINE TO THE EAST RIGHT OF WAY LINE OF HERRON ROAD WHICH IS THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE EAST AND WEST 1/8 LINE 220 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE NORTH AND SOUTH SECTION LINE 400 FEET; THENCE WEST ON A LINE PARALLEL WITH THE EAST AND WEST 1/8 LINE 220 FEET TO THE EAST RIGHT OF WAY LINE OF THE HERRON ROAD; THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF HERRON ROAD 400 FEET TO THE POINT OF BEGINNING. ALL BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWN 31 NORTH, RANGE 7 EAST.

TAX ID: 084-031-000-525-00

EASEMENT AREA:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWN 31 NORTH, RANGE 7 EAST, WILSON TOWNSHIP, ALPENA COUNTY, MICHIGAN; THENCE N89°13'08"E 1,278.14 FEET ALONG THE SOUTH LINE OF SAID SECTION 31, AND THE CENTERLINE OF TAYLOR HAWK ROAD (66' WIDE RIGHT-OF-WAY) TO THE POINT OF BEGINNING; THENCE N01°46'42"W 36.03 FEET; THENCE N01°46'46"W 525.61 FEET; THENCE N01°46'41"W 524.97 FEET; THENCE N01°46'43"W 206.37 FEET TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 31; THENCE N89°56'30"E 117.31 FEET ALONG SAID NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 31, AND TO THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 31; THENCE S04°01'18"E 1,092.07 FEET ALONG SAID EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 31; THENCE S01°46'46"E 162.20 FEET; THENCE S01°46'42"E 38.82 FEET TO SAID SOUTH LINE OF SECTION 31, AND SAID CENTERLINE OF TAYLOR HAWK ROAD (66' WIDE RIGHT-OF-WAY); THENCE S89°13'08"W 160.02 FEET ALONG SAID SOUTH LINE OF SECTION 31, AND SAID CENTERLINE OF TAYLOR HAWK ROAD (66' WIDE RIGHT-OF-WAY) TO THE POINT OF BEGINNING

 <p>MICHIGAN ELECTRIC TRANSMISSION COMPANY</p>	 <p>800.525.6016 www.metroca.net</p>	CLIENT: MICHIGAN ELECTRIC TRANSMISSION COMPANY	JOB: 1054-20-9619
		PROJECT: AIRPORT-MIO	DATE: 1-21-2021
		REV.: --	SHEET: 2 OF 2