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ANTRIM COUNTY MICHIGAN
PATTY NIEPOTH - 268
07-12-2010 At 11:41 am.
EASE / ROW 17.00
OR Liber 805 Page 1905 - 1906

EASEMENT

On July 6, 2010, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent easement over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

Grantors are: Herbert G. Moir and Elaine J. Moir, husband and wife, of 4275 Alden Highway, Mancelona, Michigan 49659.

Grantee is: Michigan Electric Transmission Company, LLC, a Michigan limited liability company, of 27175 Energy Way, Novi, Michigan 48377.

Grantors' Land is in the Township of Custer, County of Antrim and State of Michigan, and is described as:

Commencing at the North 1/4 Corner of Section 21, T29N, R7W thence N 89°34'01" W 664.13 feet along the North line of said Section 21 for a Place of Beginning; thence S 00°04'27" E 1321.84 feet along the East line of the West 1/2 of the NE 1/4 of the NW 1/4 of said Section 21; thence N 89°32'57" W 662.10 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 21; thence N 00°09'44" W 1321.65 feet along the West line of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 21; thence S 89°34'01" E 664.13 feet along the North line of said Section 21 to the Place of Beginning, being a part of the Northwest 1/4 of said Section 21, containing 20.12 acres of land, more or less. Being subject to the rights of the public over the Northerly portion thereof as occupied by Alden Highway (66 feet wide) and subject to easements, conditions, restrictions and exceptions of record, if any.

The Easement Strip is described as:

The westerly 45 feet of Grantor's Land as described above.

1. Purpose: The purpose of this Easement is to enter at any time upon the Easement Strip to (1) construct, operate, maintain, repair, inspect, replace, improve, or remove overhead electric lines consisting of poles, towers, structures, wires, cables (including fiber optic cable), and other equipment for transmitting electrical energy and communications signals associated with the operation of an electrical transmission utility business, and (2) cross the Easement Strip to construct, operate, maintain, repair, inspect, replace, improve, or remove overhead electric equipment located on other land.

2. Buildings or other Permanent Structures: No buildings, fences or other above-ground structures shall be installed, constructed or permitted in the Easement Strip. Grantee may remove prohibited structures from the Easement Strip without prior notice and without responsibility for any damage that occurs as a result of such removal.

RECEIVED
ANTRIM COUNTY MICHIGAN
07-12-2010 09:19 am.

Handwritten marks: 'A' at top left, 'D' and 'S' in the middle left, and '20-61' at bottom left.

3. **Vegetation Management:** Grantee shall have the right at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush now or hereafter standing or growing within the Easement Strip.

It is further agreed that Grantee, and its successors and assigns, shall also have the right at any time to cut, trim, remove, destroy or otherwise control any or all trees now or at any time hereafter standing or growing on any part of Grantor's Land that are outside of the Easement Strip but within 75 feet of the westerly edge of Grantors' Land that are, in Grantee's opinion, interfering or threaten to interfere with the transmission lines.



It is further agreed that prior to cutting trees on Grantor's property, Grantee shall consult with Grantor as to the size and placement of logs that shall be a result of vegetation management work performed on Grantor's Land. Grantee shall also consult with Grantor, prior to performing work, as to where Grantor desires the brush and chips resulting from vegetation management work shall be deposited on Grantor's Land.

4. **Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.

5. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

This Easement is exempt from real estate transfer tax pursuant to MCL 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCL 207.526(f).

GRANTOR


Herbert G. Moir *HGM.*

Elaine J. Moir *EJM*

Acknowledged before me in Antrim County, Michigan, this 6th day of July, 2010, by **Herbert G. Moir** and **Elaine J. Moir**, husband and wife.


Samantha S. Strahan, Notary Public
Benzie County, Michigan
Acting in Antrim County, Michigan
My Commission Expires 06-10-2013

Prepared by:
Patricia T. Murphy (P61872)
27175 Energy Way
Novi, Michigan 48377
248-949-3516

Return to:
Elaine Clifford
27175 Energy Way
Novi, Michigan 48377



June 23, 2010

Mr. and Mrs. Herbert Moir
4275 Alden Highway
Mancelona, MI 48659

Dear Mr. and Mrs. Moir:

Please let this letter serve as a summary of the agreement reached between you and Michigan Electric Transmission Company (METC) (through negotiations with Art Watt of White Pine Land Company) regarding an easement on your property.

1. The proposed easement is attached.
2. A fence will be installed across the transmission corridor running east to west at a length of 90 feet. The fence will be installed at the top of the hill just south of Alden Highway for the purpose of discouraging bikes and snowmobiles from entering the corridor. To the extent that Consumers Energy permits upon their property, METC will place "No Trespassing" signs along the fence. METC will remove brush from the hill and blow the resulting chips to foster good ground cover in that area.
3. A fence will also be installed along the east side of the Atlas Oil easement on the Moir property and this fence will also be posted with "No Trespassing" signs.
4. All trees that are cut will be graded as to their ability to make good saw log and will be stacked at the Moir home. All other wood that can be converted to good firewood will be cut accordingly and stacked at the Moir home. NOTE: Moir home is approximately one mile away from the easement area. The access to the work site requires a significant climb; therefore, the wood will need to be dropped down the hill.

PERMISSION TO ERECT FENCE

On May 28, 2010, Mary Anne Roux ("Owner"), a single woman, 9037 Lake Of The Woods Road, Bellaire, Michigan, 49615, grants to Michigan Electric Transmission Company, LLC ("METC"), a Michigan limited liability company, 27175 Energy Way, Novi, Michigan 48377, permission to enter over, upon, across Grantor's land for the purpose of erecting a fence upon Owner's Land on the top of the hill just north of Alden Highway.

Owner's Land is in the Township of Custer, County of Antrim, State of Michigan and is described as:

The Northwest 1/4 of the Northwest 1/4 of Section 21, T29N, R7W EXCEPT commencing 237.8 feet south of the Northwest corner; thence South 223.5 feet; thence North 85° East 472.00 feet; thence North 105 feet more or less to the shore of Finn's Lake; thence southerly and northerly along the shore to a point North 42° East of Point of Beginning; thence South 42° West to Point of Beginning. ALSO EXCEPT commencing at the Northwest corner of Section 21, T29N, R7W; thence South 461.3 feet along the west section line and centerline of Lake Of The Woods Road for Point of Beginning; thence North 85° East 400 feet; thence South 193.35 feet; thence South 75° West 180.09 feet along the centerline of County Road 618; thence southwesterly 239.61 feet along the centerline of said road; thence North 290.7 feet along the west line of Section 21 to the Point of Beginning. Tax Parcel No. 05-04-021-010-00.

1. **Purpose:** Owner grants this permission to METC, its agents, employees, or independent contractors to enter upon Owner's Land at any time, after notice to Owner, to erect, maintain, repair, inspect, replace, at METC's sole cost and expense, a five foot tall fence with an attached gate across a 90 foot length of the transmission corridor with accompanying "no trespassing" signage.
2. **Title.** Owner warrants to METC that she is the fee owner of the land described above as of the date of granting this permission.

3. **Permits.** METC shall obtain all necessary permits to install the fencing and shall comply with all laws that may affect or pertain to the activities conducted in association with this fence installation.

4. **Indemnification.** METC agrees to indemnify, defend and hold harmless Owner for any losses, liabilities, damages, costs or expenses incurred by the Owner in connection with or as a result of any negligent act or omission of METC, its representatives, agents or contractors in connection with this permit.

5. **Restoration.** Within a reasonable time after performing any work pursuant to this permit, METC shall fully replace or restore Owner's Land to the condition that existed before the installation of the fence.

OWNER:



Mary Anne Roux

Date: 5-28-2010

Michigan Electric Transmission Company, LLC:

By: Michigan Transco Holdings, Limited Partnership, a Michigan limited partnership,
its sole member

By: METC GP Holdings, II, LLC, a Michigan limited liability company,
its General Partner

By: METC GP Holdings, Inc., a Michigan corporation
its sole member and sole manager

By: ITC Holdings Corp., a Michigan corporation
Its Parent Company

Christine Mason Soneral
Vice President and General Counsel - Utility Operations

Date: _____



ALDEN HWY

Existing Atlas Gate

90' FENCE CROSSING THE METC CORRIDOR

(NOTE) THE SHADED AREA COMES SOUTH OFF OF ALDEN HWY. IT IS A VERY STEEP EMBANKMENT

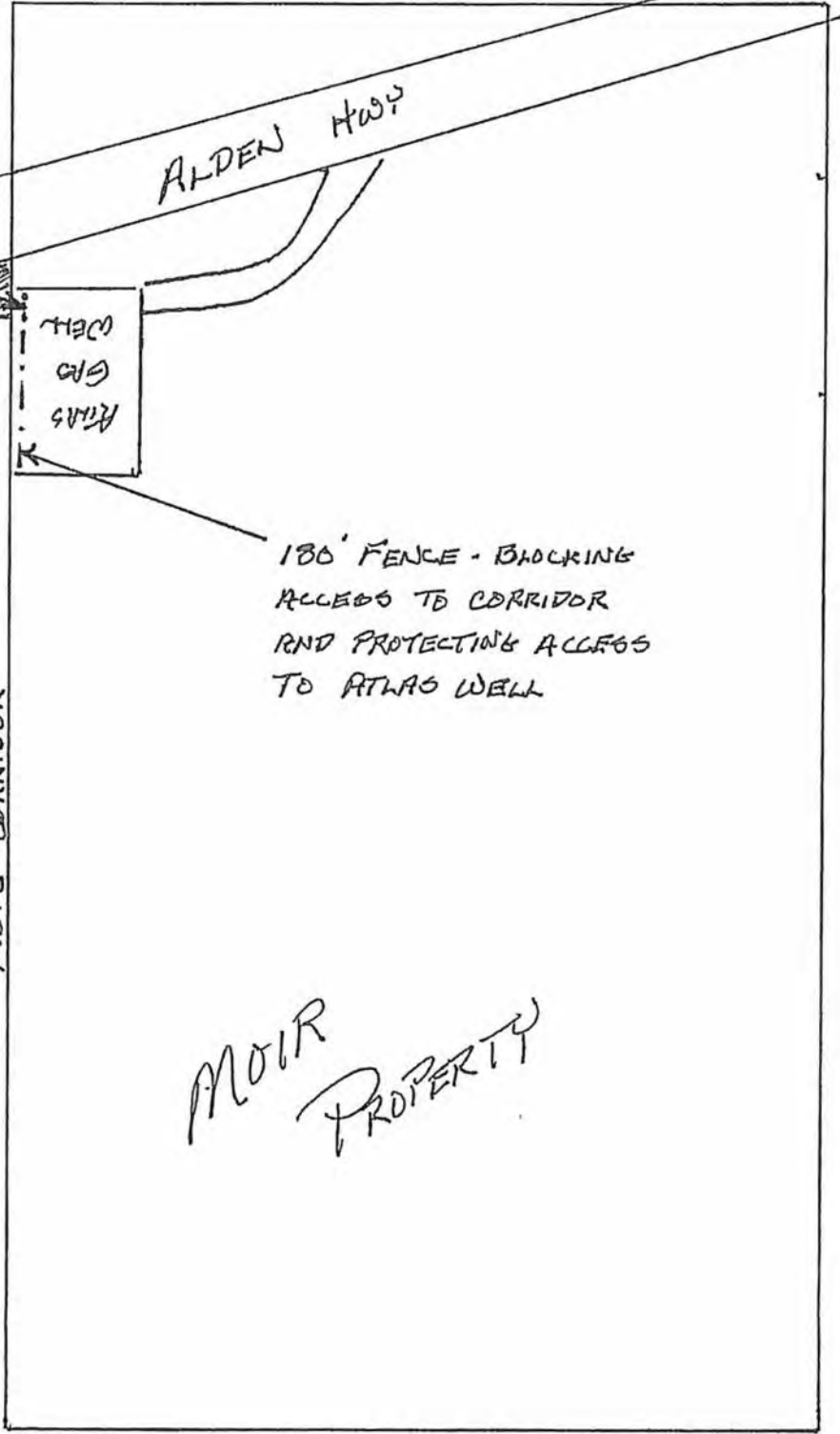
ATLAS WELL

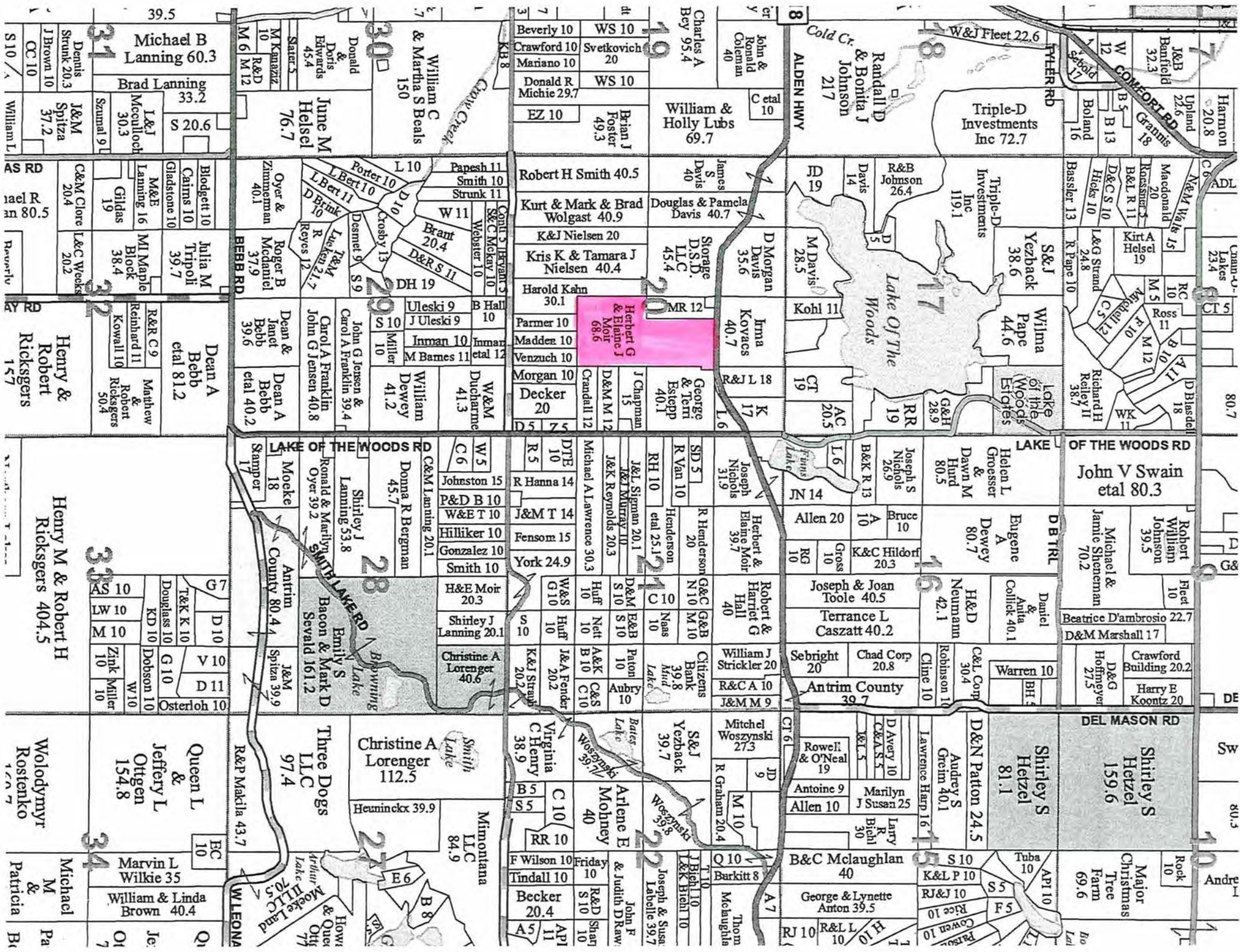
180' FENCE - BLOCKING ACCESS TO CORRIDOR AND PROTECTING ACCESS TO ATLAS WELL

METC CORRIDOR

MOIR PROPERTY

ROAD





**Herbert G
& Elaine J
Moir
68.6**

Michael B Lanning 60.3
Brad Lanning 33.2
June M Heisel 76.7

Henry & Robert Ricksgrs 157
Dean A Bebb et al 81.2
Henry M & Robert H Ricksgrs 404.5

William C & Martha S Beals 150
Robert H Smith 40.5
Kurt & Mark & Brad Wolgast 40.9
Kris K & Tamara J Nielsen 40.4
Herbert G & Elaine J Moir 68.6
Dean & Janet Bebb 39.6
Dean A Bebb et al 40.2

William & Holly Lubs 69.7
Robert H Smith 40.5
Kurt & Mark & Brad Wolgast 40.9
Kris K & Tamara J Nielsen 40.4
Herbert G & Elaine J Moir 68.6
Dean & Janet Bebb 39.6
Dean A Bebb et al 40.2

Triple-D Investments Inc 72.7
Triple-D Investments Inc 119.1
S&J Yezback 38.6
Wilma Pape 44.6
John V Swain et al 80.3
Michael & Jamie Shenneman 70.2
Robert William Johnson 39.5
Michael & Daniel Aulia Collicke 40.1
Shirley S Hetzel 81.1
Shirley S Hetzel 159.6

Henry M & Robert H Ricksgrs 404.5
Henry M & Robert H Ricksgrs 404.5

John G Jensen & Carol A Franklin 39.4
William Devey 41.3
William Devey 41.3
Christine A Lorenger 40.6
Christine A Lorenger 97.4

Herbert & Elaine Moir 39.7
Robert & Harriet G Hall 40
William J Strickler 20
Citizens Bank 39.8
S&J Yezback 39.7
Arlene E Mohney 40
Virginia C Henry 38.9
Mimontana LLC 84.9

John V Swain et al 80.3
Eugene Dewey 80.7
Joseph & Joan Toole 40.5
Terrance L Caszatt 40.2
Antrim County 39.7
Shirley S Hetzel 81.1
Shirley S Hetzel 159.6

Queen L & Jeffery L Otgen 154.8
Marvin L Wilkie 35
William & Linda Brown 40.4

Christine A Lorenger 97.4
Three Dogs LLC 97.4
Mimontana LLC 84.9
Christine A Lorenger 97.4

Arlene E Mohney 40
Virginia C Henry 38.9
Mimontana LLC 84.9
Christine A Lorenger 97.4

Shirley S Hetzel 81.1
Shirley S Hetzel 159.6
Major Christmas Tree Farm 69.6
George & Lynette Anton 39.5