

**PARTIAL RELEASE OF EASEMENT**

THIS PARTIAL RELEASE OF EASEMENT (“Agreement”) is made as of this 18<sup>th</sup> day of October, 2022 (“Effective Date”), between:

MICHIGAN ELECTRIC TRANSMISSION COMPANY, a Michigan limited liability company, 27175 Energy Way, Novi, Michigan 48377 (hereinafter referred to as "METC" or “Grantee”),

and

CROFT, LLC, a Michigan limited liability company (hereinafter referred to as "Landowner" or “Grantor”).

In consideration of the sum of One Dollar (\$1.00) to it paid by Landowner, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements made by Landowner as herein below set forth and other good and valuable consideration, METC hereby RELEASES and QUITCLAIMS unto Landowner so much and ONLY so much of its right and interest in an instrument granted to the Consumers Power Company (n/k/a Consumers Energy) (“Consumers”), dated March 20, 1956 (attached hereto as **Exhibit A**), recorded on July 5, 1956, in Liber 122, Page 86 of the Antrim County Register of Deeds (“Records”) as assigned by Consumers, pursuant to that certain Amended and Restated Easement Agreement (“AAREA”) recorded in Liber 00613, Page 1385 of the Records (hereinafter collectively referred to as "the Original Easement"), as applies to the following described land in the Township of Star, County of Antrim and State of Michigan (hereinafter referred to as “Landowners’ Land”), to-wit:

The West one-half (1/2) of the Southwest one-quarter (1/4) of Section fourteen (14), Township thirty (30) North, Range five (5) West.

EXCEPT the following described Easement Strip, which shall be comprised of a Vegetation Management Zone and a Transmission Zone as described below (hereinafter referred to as “the Easement Strip”, a drawing of which is also attached hereto as **Exhibit B**), which Easement Strip is reserved for METC’s continued use:

**EASEMENT STRIP**

**A. VEGETATION MANAGEMENT ZONE DESCRIPTION**

Part of the Southwest 1/4 of Section 14, Town 30 North, Range 5 West, Star Township, Antrim 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 West 1/4 corner of Section 14, Town 30 North, Range 5 West;

thence S 00°41'13" W, along the West line of Section 14, 1,482.92 feet to the Point of Beginning;

thence N 59°14'40" E 1,467.97 feet to the Point of Ending, said point lying distant N 87°11'07" E, along the East-West 1/4 line of Section 14, 1,253.27 feet and S 00°34'47" W, along the East line of the West 1/2 of the Southwest 1/4 of Section 14, 793.71 feet from the West 1/4 corner of Section 14. 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.

Note: This will be approximately 160 feet wide (80 either side of center line)

**B. TRANSMISSION ZONE DESCRIPTION**

Part of the Southwest 1/4 of Section 14, Town 30 North, Range 5 West, Star Township, Antrim County, Michigan, described as:

All that part of the above-described Property which lies within 30.00 feet on each side of the following described line:

Commencing at the West 1/4 corner of Section 14, Town 30 North, Range 5 West;

thence S 00°41'13" W, along the West line of Section 14, 1,482.92 feet to the Point of Beginning;

thence N 59°14'40" E 1,467.97 feet to the Point of Ending, said point lying distant N 87°11'07" E, along the East-West 1/4 line of Section 14, 1,253.27 feet and S 00°34'47" W, along the East line of the West 1/2 of the Southwest 1/4 of Section 14, 793.71 feet from the West 1/4 corner of Section 14. 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.

Note: This will be approximately 60 feet wide (30 feet either side of center line)

It is the intention hereof that all of the rights and privileges of METC and Landowner under and pursuant to the Original Easement shall remain in full force and effect with respect to all of that part of the Landowner's Land as lies within the Easement Strip, except as expressly modified herein. Furthermore, with respect to any and all premises described in the Original Easement that is not part of Landowner's Land, it is expressly understood that all rights and privileges of METC under the Original Easement shall also remain in full force and effect.

Landowner, as part of the consideration for the release and quitclaim herein made, does further grant, covenant and agree to and with METC as follows:

1. METC, its successors and assigns, retains a perpetual easement over, under, across and through the Easement Strip with the right, privilege and authority for METC, its agents, employees, and contractors, independent or otherwise, to:

(i) Transmission Zone: The area labeled as "Transmission Zone" within the Easement Strip on **Exhibit B**:

(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 (as later defined in this Section 1), consisting of steel monopoles, 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"); and

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

(c) enter upon and cross the Transmission Zone within the Easement Strip to construct, operate, maintain, repair, inspect, replace, improve, modify, enlarge and remove similar facilities on adjacent land(s) where METC has rights; and

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

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

(ii) Vegetation Management Zone: The area labeled as "Vegetation Management Zone" within the Easement Strip on **Exhibit B**:

(a) at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Vegetation Management Zone of the Easement Strip, all at Grantee's sole and absolute discretion.

(b) structures may be located outside the Transmission Zone (but within the Vegetation Management Zone) so long as such structures are at least 30 feet from either side of the center

line of the Transmission Zone, provided that placement of such structures does not violate National Electric Safety Code (“NESC”) standards.

(iii) Access: Grantee shall have ingress and egress to the Easement Strip at all times on, over and across the Transmission Zone and Vegetation Management Zone for the above-described purposes and across other areas of the Subject Property owned by the Grantor at reasonable locations(s) mutually agreeable to Grantor and Grantee for the above-described purposes, except that if Grantor and Grantee cannot agree about such reasonable location(s), Grantee shall only have access to Grantor’s land through the Easement Strip. Notwithstanding the foregoing, in the event that Grantee determines that an imminent threat to Grantee’s Facilities exists, then Grantee shall have immediate and unrestricted access to the Easement Strip on, over and across the Subject Property at other reasonable locations to access the Easement Strip.


The benefits hereof shall accrue to and the obligations hereof shall bind the heirs, successors and assigns of the respective parties. The covenants and agreements set forth herein shall be perpetual and at all times construed as covenants running with the land.

IN WITNESSES WHEREOF, the parties have executed these presents as of the day and year hereinabove first written.

[SIGNATURES APPEAR ON FOLLOWING PAGES]


MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC  
A Michigan limited liability company

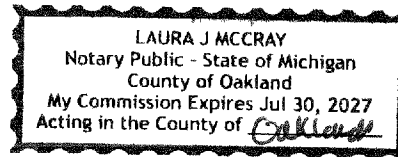
By: ITC Holdings Corp., a Michigan corporation, its sole member

By:   
Jean Kim D'Anna

Its: Assistant General Counsel – Utility Operations

Acknowledged before me in Oakland County, State of Michigan, on this 18<sup>th</sup> day of ~~Oakland~~ October, 2022 by Jean Kim D'Anna, the Assistant General Counsel -- Utility Operations of ITC Holdings Corp., a Michigan corporation, the sole member of Michigan Electric Transmission Company, LLC, a Michigan limited liability company.

  
\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires 7/30/27




**LANDOWNER:**

CROFT, LLC, a Michigan limited liability company

By: 

Its: Manager

Acknowledged before me in \*Grand Traverse County, Michigan, on this 3<sup>rd</sup> day of October, 2022, by Martin G. Lagina, the Manager of Croft, LLC, a Michigan limited liability company, on behalf of said company.

  
Shari A. Chowinard, Notary Public  
\*Grand Traverse County, Michigan  
Acting in \*Grand Traverse County, Michigan  
My Commission Expires 05-10-28

\*Grand Traverse

Prepared by:  
Patricia Murphy, Esq.  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

Return recorded instrument to:  
ITC Holdings Corp.  
Attn: Real Estate Manager  
27175 Energy Way  
Novi, MI 48377

**EXHIBIT A**

**See attached.**

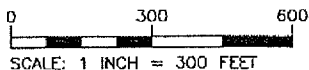
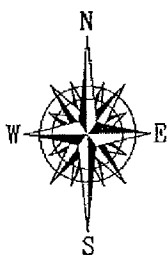




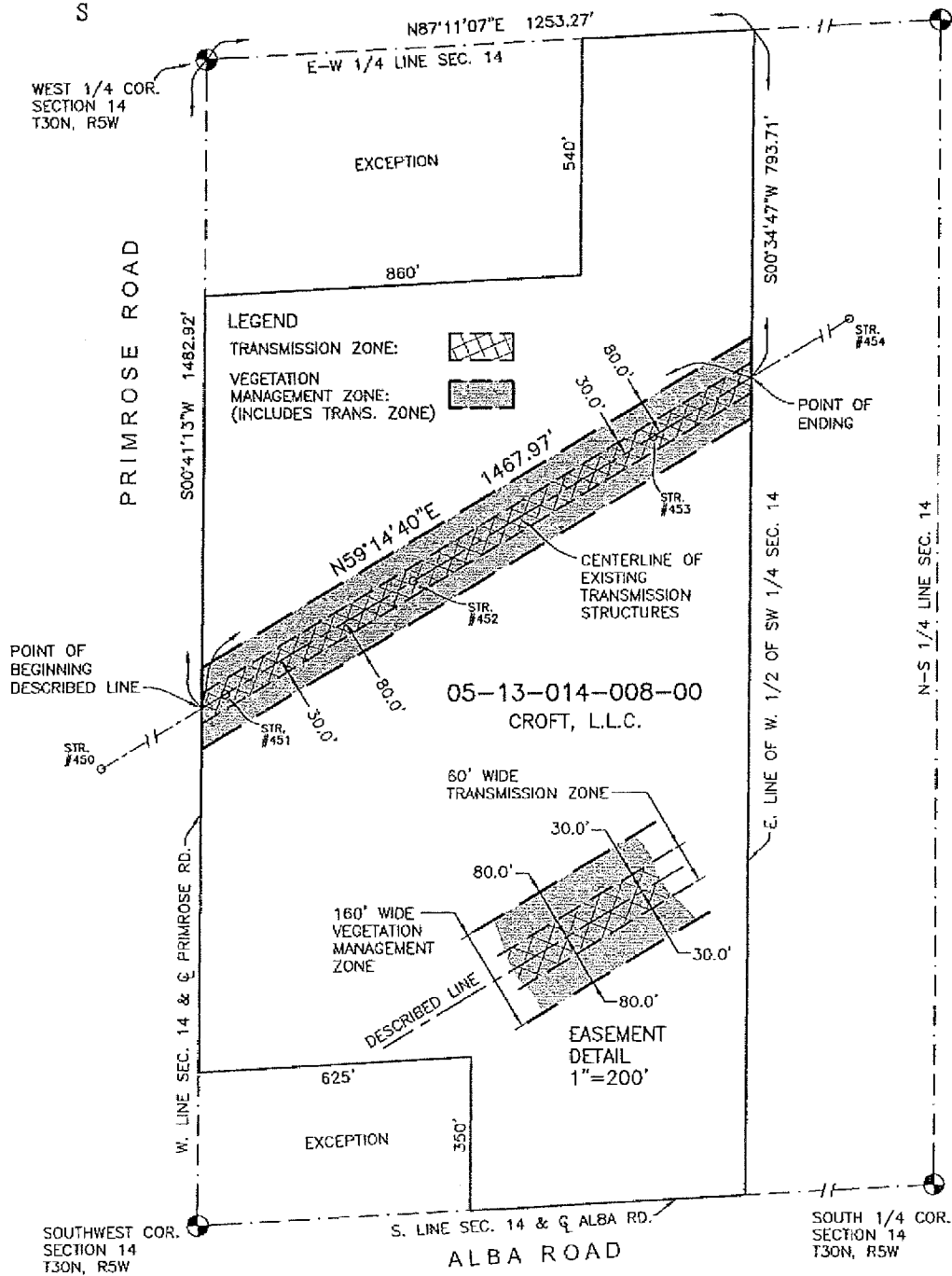
**EXHIBIT B**

**See attached.**

EXHIBIT "B"



CENTER OF SECTION 14 T30N, R5W



COPYRIGHT © 2022 McNEELY & LINCOLN ASSOC., INC.

FB 928 SHEET 1 OF 2

<p><b>McNEELY &amp; LINCOLN</b> Associates, Inc. CIVIL ENGINEERING &amp; LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p>	For	ITC	Date	8/16/22
	Scale	AS NOTED	Drawn By	DPW
	Job No.	8042.849	Checked By	MRD

# EXHIBIT "B"

## DESCRIPTION OF THE PROPERTY

### Township 30 North, Range 5 West

Section 14: W/2 SW/4 EXCEPT commencing at the Southwest corner of the W/2 SW/4 of Section 14, T30N, R5W, for the point of beginning of this description; thence North along Section line of Section 14, 350'; thence East, parallel to South Section line of said Section 14, 625'; thence South, parallel to the West Section line, 350'; thence West along South Section line of said Section 14, 625' to the point of beginning; being part of the W/2 SW/4 of said Section 14. ALSO EXCEPT commencing at the Northwest corner of the W/2 SW/4 of said Section 14, for a point of beginning; thence East along quarter line of Section 14, 860'; thence South parallel to the West Section line 540'; thence West parallel to quarter line, 860' to West Section line of said Section 14; thence North along Section line of said Section 14, 540' to the point of beginning; being a part of the W/2 SW/4 of said Section 14, all in T30N, R5W.

Per Warranty Deed, Liber 728, Page 2462, ACR  
Antrim Co. Tax Parcel 05-13-014-008-00  
Commonly known as: 2575 Primrose Road, Elmira, MI 49730

## DESCRIPTION OF VEGETATION MANAGEMENT ZONE

Part of the Southwest 1/4 of Section 14, Town 30 North, Range 5 West, Star Township, Antrim 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 West 1/4 corner of Section 14, Town 30 North, Range 5 West;  
thence S 00°41'13" W, along the West line of Section 14, 1,482.92 feet to the **Point of Beginning**;  
thence N 59°14'40" E 1,467.97 feet to the **Point of Ending**, said point lying distant N 87°11'07" E, along the East-West 1/4 line of Section 14, 1,253.27 feet and S 00°34'47" W, along the East line of the West 1/2 of the Southwest 1/4 of Section 14, 793.71 feet from the West 1/4 corner of Section 14. 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.

## DESCRIPTION OF TRANSMISSION ZONE

Part of the Southwest 1/4 of Section 14, Town 30 North, Range 5 West, Star Township, Antrim County, Michigan, described as:

All that part of the above-described Property which lies within 30.00 feet on each side of the following described line:

Commencing at the West 1/4 corner of Section 14, Town 30 North, Range 5 West;  
thence S 00°41'13" W, along the West line of Section 14, 1,482.92 feet to the **Point of Beginning**;  
thence N 59°14'40" E 1,467.97 feet to the **Point of Ending**, said point lying distant N 87°11'07" E, along the East-West 1/4 line of Section 14, 1,253.27 feet and S 00°34'47" W, along the East line of the West 1/2 of the Southwest 1/4 of Section 14, 793.71 feet from the West 1/4 corner of Section 14. 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.

### NOTE:

Easement center line (Described Line) dimensions relate to the MI State Plane Coordinate System, NAD83(2011), Central Zone, International Feet. The individual parcel dimensions relate to each parcel's deed and/or tax description, and do not necessarily correspond to the bearing basis of the easement.

COPYRIGHT © 2022 McNEELY & LINCOLN ASSOC., INC.

FB 928 SHEET 2 OF 2

<b>McNEELY &amp; LINCOLN</b> <b>Associates, Inc.</b> CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM	For <u>ITC</u> Date <u>8/16/22</u>
	Scale <u>NA</u> Drawn By <u>DPW</u> Job No. <u>8042.849</u> Checked By <u>MRD</u>