

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT (“Agreement”) is made as of this 18th 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

GREEN RIVER GROUP, 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 28, 1956 (attached hereto as **Exhibit A**), recorded on July 5, 1956 in Liber 122, Page 56 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 Chestonia, County of Antrim and State of Michigan (hereinafter referred to as “Landowners’ Land”), to-wit:

The South one-half (1/2) of the Northeast one-quarter (1/4) and the Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-eight (28), Township thirty (30) North, Range six (6) 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 North 1/2 of Section 28, Town 30 North, Range 6 West, Chestonia 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 28, Town 30 North, Range 6 West;

thence N 02°03'34" E, along the West line of Section 28, 263.39 feet to the Point of Beginning;

thence N 68°05'19" E 1,252.67 feet; thence N 86°52'24" E 231.35 feet;

thence N 87°41'49" E 3,672.66 feet to the Point of Ending, said point lying distant S 00°29'02" W, along the

East line of Section 28, 1,749.44 feet from the Northeast corner of Section 28.

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 North 1/2 of Section 28, Town 30 North, Range 6 West, Chestonia 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 28, Town 30 North, Range 6 West;

thence N 02°03'34" E, along the West line of Section 28, 263.39 feet to the Point of Beginning;

thence N 68°05'19" E 1,252.67 feet; thence N 86°52'24" E 231.35 feet;

thence N 87°41'49" E 3,672.66 feet to the Point of Ending, said point lying distant S 00°29'02" W, along the East line of Section 28, 1,749.44 feet from

the Northeast corner of Section 28. 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

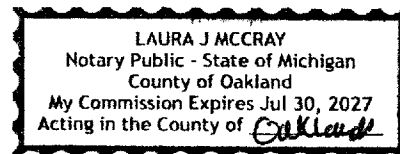
By: ITC Holdings Corp., a Michigan corporation, its sole member

By: 
Jean Kim D'Anna

Its: Assistant General Counsel – Utility Operations

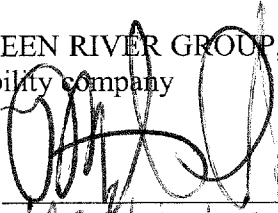
Acknowledged before me in Oakland County, State of Michigan, on this 15th day of October, 2022 by Jean Kim D'Anna, the Assistant General Counsel – Utility Operations of ITC Holdings Corp., a Michigan corporation, the sole member of Michigan Electric Transmission Company, LLC, a Michigan limited liability company.

Laura J. McCray, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 7/30/27



LANDOWNER:

GREEN RIVER GROUP, LLC, a Michigan limited liability company

By: 
Its: Manager

Acknowledged before me in *Gr. Traverse County, Michigan, on this 3 day of October, 2022, by Martin Lagina, the Manager of Green River Group, LLC, a Michigan limited liability company, on behalf of said company.

Shari A. Chowinard
Shari A. Chowinard, Notary Public
*Grand Traverse County, Michigan
Acting in *Gr. 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.

A

7

100397.000234 4861-6918-9681.2

2534

Parcel No. 21

Recorded 5th day of July, A.D. 1956 at 10 o'clock A.M. Liber 122 Page 56

RIGHT OF WAY

BOOK 122 PAGE 56

James F. Miller Acting Register of Deeds

APX

Percy L. Quigley and Mildred Z. Quigley, his wife, and in her own right first parties, in consideration of One Dollar (\$1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warranty to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situated in the Township of Cheboygan, County of Antrim, and State of Michigan, to-wit:

The South one-half (1/2) of the Northeast one-quarter (1/4) and the Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-eight (28), Township thirty (30) North, Range six (6) West.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route on, over and across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 650 ft nor less than 450 ft West of the North & South quarter line of Section 27, Township 30 North, Range 6 West, at a point not more than 500 ft nor less than 200 ft South of the North, East & West eighth line of said section, running thence Westerly to a point not more than 900 ft nor less than 700 ft West of the center line of Trunk Line Highway M-65, so-called, at a point not more than 700 ft nor less than 600 ft North of the East & West quarter line of Section 29 of said township.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to install, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent hereto authorized. Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seal of the parties of the first part, this 28th day of March, 1956.

Signed, Sealed and Delivered in Presence of

Ted W. Branch, James F. Miller

Percy L. Quigley, Mildred Z. Quigley

STATE OF MICHIGAN) County of Cheboygan) ss. James F. Miller)

On this 28th day of March 1956 before me, a Notary Public of Cheboygan County, Michigan, acting in Ernest County, personally appeared

Percy L. Quigley and Mildred Z. Quigley

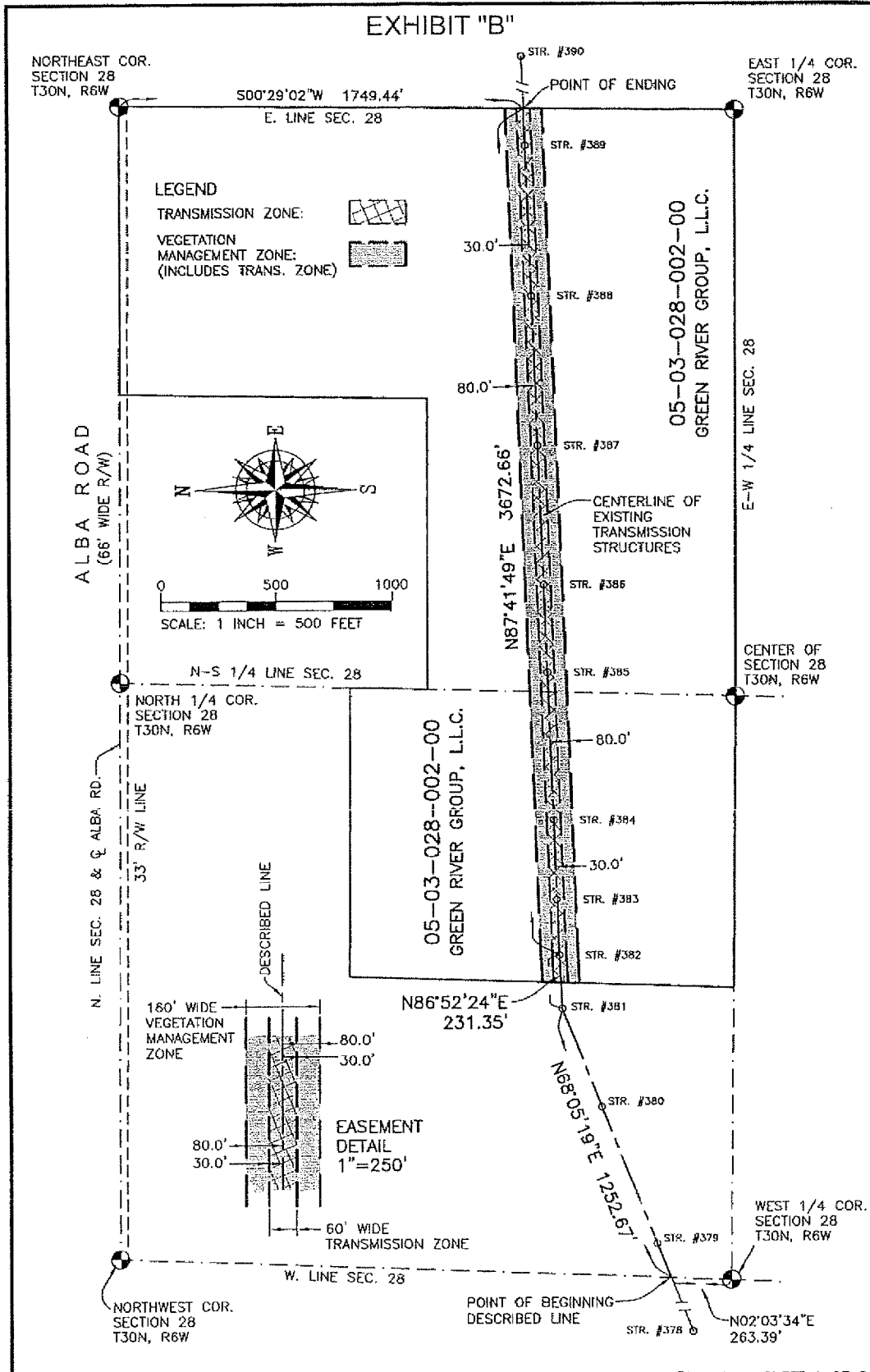
to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

James F. Miller Notary Public, Cheboygan Michigan Commission expires May 21, 1957

EXHIBIT B

See attached.

EXHIBIT "B"



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FB 928 SHEET 1 OF 2

McNEELY & LINCOLN
Associates, Inc.

CIVIL ENGINEERING & LAND SURVEYING
 PH. (734) 432-9777 FAX (734) 432-9786
 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152
 WWW.MNLINC.COM

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

The Northeast Quarter of the Northeast Quarter, Section 28, Town 30 North, Range 6 West.
ALSO: The East 3/4 of the South 1/2 of the North 1/2;
ALSO: The South 1/4 of the Northeast Quarter of the Northwest Quarter; EXCEPTING the West 80 feet of the North 100 feet; all in Section 28, Town 30 North, Range 6 West

Adapted from Antrim County Tax Records
Antrim Co. Tax Parcel 05-03-028-002-00
Commonly known as: Address Unknown, Mancelona, MI 49659

DESCRIPTION OF VEGETATION MANAGEMENT ZONE

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thence N 68°05'19" E 1,252.67 feet; thence N 86°52'24" E 231.35 feet;
thence N 87°41'49" E 3,672.66 feet to the Point of Ending, said point lying distant S 00°29'02" W, along the East line of Section 28, 1,749.44 feet from the Northeast corner of Section 28. 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.

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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.

<p>McNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p>	<p>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></p>
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