



201300405

DOC#: 201300405

February 11, 2013 10:18 AM

Darlene Mikkola  
Register of Deeds  
Arenac County, MI

Fee: \$23.00

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MIKKOLA

## EASEMENT

On January 16, 2013, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent, perpetual easement over, under, across and through a part of Grantor's Land called the Easement Area, as herein described.

**Grantor is:** Bay Development Company, a Michigan corporation, of 1424 Straits Drive, Bay City, Michigan 48706-8705.

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

**Grantor's Land** is in Section 15 and Section 22, Township 19 North, Range 5E, Township of Arenac, County of Arenac and State of Michigan, and is more particularly described and shown as such on the attached Exhibit A.

**The Easement Area** is within Grantor's Land, and is described as all that part of the Grantor's Land which lies within 85 feet on each side of the electric transmission line, as more accurately described and shown on Exhibit A hereto.

**1. Purpose:** The purpose of this Easement is to allow Grantee the right to enter at any time upon the Easement Area to (1) operate, maintain, repair, inspect, replace, rebuild, improve, enlarge or remove an overhead electric line or lines, consisting of poles, towers, structures, wires, cables (including fiber optic cable) and other equipment for transmitting electrical energy and communications signals, (2) cross the Easement Area to construct, operate, maintain, repair, inspect, replace, rebuild, improve, enlarge or remove overhead electric equipment located on other land, (3) construct and erect a gate or other barriers of such design and in such location as agreed upon by the Grantor and Grantee, and (4) temporarily improve the surface of the Easement Area, as reasonably necessary, in Grantee's discretion, to place and operate Grantee's construction vehicles and equipment; provided Grantee shall remove such temporary surface improvements, and repair pavement and reseed lawn areas it disturbs.

**2. Buildings or other Permanent Structures:** Except as otherwise provided herein, and with the exception of any such structures existing at the time of execution of this Easement, no buildings, fences or other above-ground structures shall be installed, constructed or permitted in the Easement Area without Grantee's prior written consent. 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.

**3. Vegetation Management:** Grantee shall have the right at any time to cut, trim remove, destroy or otherwise control any or all trees, bushes, brush or other vegetation now or hereafter standing or growing within the Easement Area. The complete exercise of this right may be gradual and not fully completed

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for some time in the future.

4. **Access:** Grantor also grants to Grantee the right of access, ingress and egress to the Easement Area on, over and across lands now owned by the Grantor.

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

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

7. **Crop Damage:** Grantee shall pay for actual damage to crops located within the Easement Area, arising out of Grantee's maintenance of the electric transmission line within the Easement Area.

8. **Due Authorization:** The undersigned warrants that he is duly authorized and empowered to execute this Easement on behalf of the Grantor, and that the Grantor has taken all necessary action to approve the grant of this Easement to Grantee.

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:**

BAY DEVELOPMENT COMPANY

By: William F. Bartlett  
William F. Bartlett

Its: Corporate Properties Manager

Acknowledged before me in BAY County, State of Michigan, on this 16<sup>th</sup> day of JANUARY 2013, by WILLIAM F. BARTLETT, Corporate Properties Manager of the BAY DEVELOPMENT COMPANY, on behalf of the company

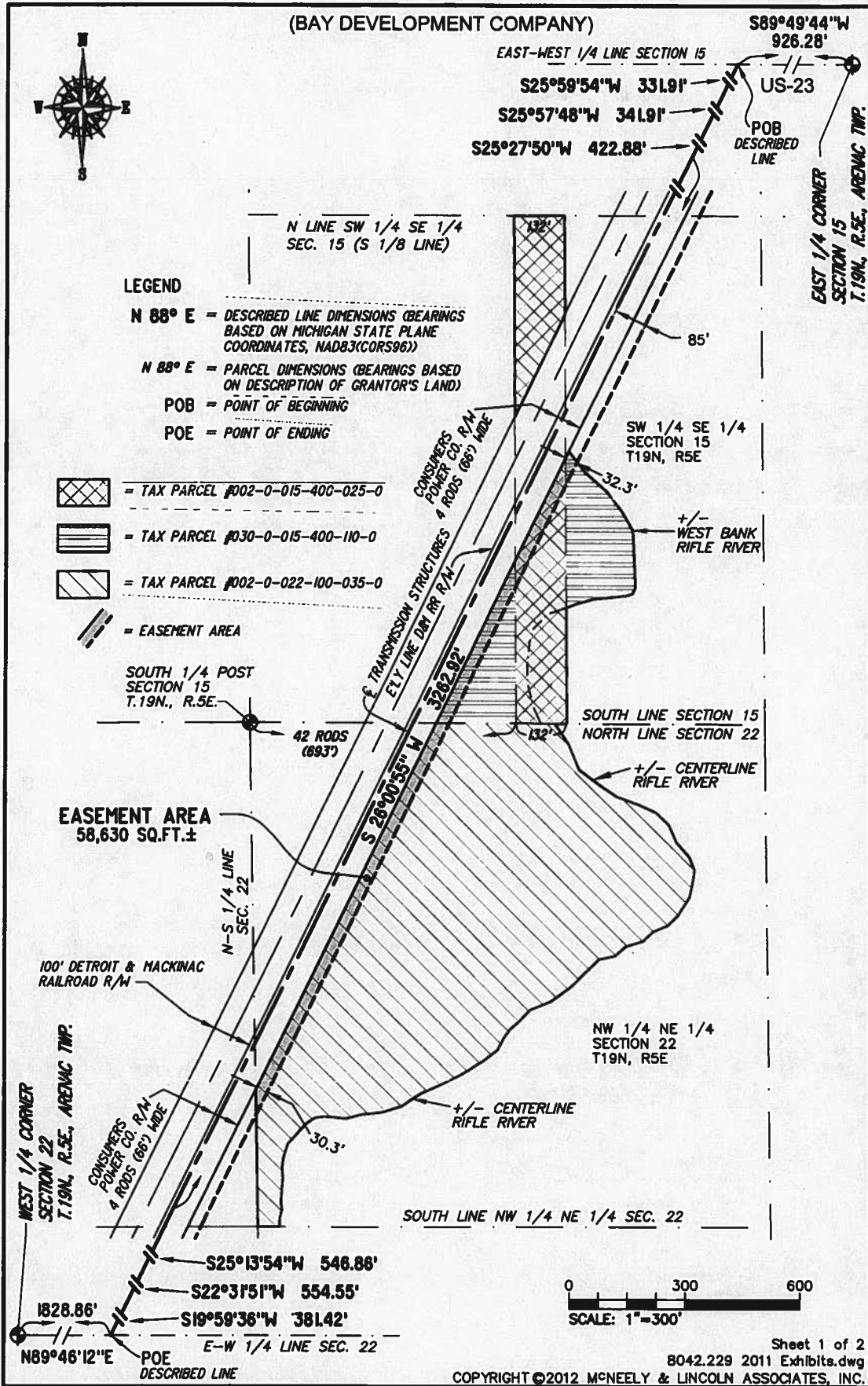
PAUL S. STEMPIN  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Oct. 11, 2014  
Acting in the County of BAY

Paul Stempin  
PAUL S. STEMPIN, Notary Public  
MACOMB County, Michigan  
Acting in BAY County, Michigan  
My Commission Expires 10-11-14

Prepared by:  
William Logan (P54771)  
Law Office of William L. Logan, PLLC  
313 Droste Circle  
East Lansing, MI 48823

When recorded return to:  
Elaine Clifford  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377





**MCNEELY & LINCOLN Associates, Inc.**  
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 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152  
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For I.T.C. Date 11/05/12  
 Scale 1"=300' Drawn By DW  
 Job No. 8042.229 Checked By SA

Sheet 1 of 2  
 8042.229 2011 Exhibits.dwg  
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(BAY DEVELOPMENT COMPANY)

**GRANTOR'S LAND**

Land situated in the County of Arenac, Township of Arenac, State of Michigan, described as follows:

Town 19 North, Range 5 East, Section 15; Beginning 42 rods East of South 1/4 post; thence North to South 1/8 line; thence East 132 feet; thence South to South section line; thence West 132 feet to the Point of Beginning, except that part lying between Westerly Right of Way of the Detroit & Mackinac Railway and Easterly Right of Way of a strip of land 4 rods wide adjacent to Easterly Right of Way of the Detroit & Mackinac Railway.

Tax Parcel No. 002-0-015-400-025-00

ALSO

Town 19 North, Range 5 East, Section 15; That part of the South 1/2 of the Southeast 1/4 Beginning where the Easterly Right of Way line of Consumers 4 rod (wide) strip intersects the South section line; thence Northerly, parallel to railroad, to the West bank of the Rifle River; thence Southerly along river to South line of Southeast 1/4; thence West (to Point of Beginning), (except Tax Parcel 002-0-015-400-025-00 described above).

Tax Parcel No. 030-0-015-400-110-00

ALSO

Town 19 North, Range 5 East, Section 22; That part of the Northwest 1/4 of the Northeast 1/4 lying Southwesterly of the Rifle River & East of the Easterly line of the Detroit & Mackinac Railway Right of Way, except a strip of land 4 rods wide along and adjacent to the Easterly side of Railway Right of Way.

Tax Parcel No. 002-0-022-100-035-00

**EASEMENT DESCRIPTION**

Part of Section 15 and part of Section 22, all in Town 19 North, Range 5 East, Arenac Township, Arenac County, Michigan, described as:

All that part of the above described Grantor's Land which lies within 85.00 feet on each side of the following described line:

Commencing at the East 1/4 corner of Section 15, Town 19 North, Range 5 East; Township of Arenac, Arenac County, Michigan;  
thence South 89 degrees 49 minutes 44 seconds West, along the East-West 1/4 line of Section 15, 926.28 feet to the Point of Beginning of said described line;  
thence South 25 degrees 59 minutes 54 seconds West 331.91 feet;  
thence South 25 degrees 57 minutes 48 seconds West 341.91 feet;  
thence South 25 degrees 27 minutes 50 seconds West 422.88 feet;  
thence South 26 degrees 00 minutes 55 seconds West 3262.92 feet;  
thence South 25 degrees 13 minutes 54 seconds West 546.86 feet;  
thence South 22 degrees 31 minutes 51 seconds West 554.55 feet;  
thence South 19 degrees 59 minutes 36 seconds West 381.42 feet to the Point of Ending of said described line, said point lying distant North 89 degrees 46 minutes 12 seconds East, along the East-West 1/4 line of Section 22, 1828.86 feet from the West 1/4 corner of Section 22. The sidelines of herein described easement are to be extended or shortened so as to terminate at the boundaries of the above described Grantor's Land.

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8042.229 2011 Exhibits.dwg

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<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	I.T.C.	Date	11/05/12
	Scale	NA	Drawn By	DW
	Job No.	8042.229	Checked By	SA