

Date January 12, 1976

For good and valuable considerations, the right is hereby granted to The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226, its successors and assigns, to construct line facilities for the purpose of providing electric service and Company communication service including the necessary poles, guys, anchors, wires and equipment upon, over and across the property described hereinafter. The rights hereby granted include the right of access to and from the said premises, the right to construct, reconstruct, modify, operate and maintain said line facilities, and to trim or cut down any trees belonging to the grantor, either within said right of way or upon the lands of the grantor adjoining said right of way, which, in the opinion of the grantee, at any time interfere with the construction and operation of said line facilities. It is expressly understood and agreed that the grantee shall, at no time, trim or cut down any trees unless, in the grantee's opinion, it is absolutely necessary to do so. Upon the written consent of the grantee, buildings or structures may be placed within said right of way. This grant shall be binding upon the successors and assigns of the grantors. Before construction is completed, the Company shall pay the sum of Five and 00/100 (\$5.00) Dollars for each pole and for each anchor, or the sum of Five and 00/100 (\$5.00) Dollars if no poles or anchors are installed. The Company shall reimburse the grantors and assigns for all damage caused by its men, vehicles and equipment in entering said property for the purposes set forth herein.

The property over which this grant is conveyed is situated in the Township of Oregon,  
County of Lapeer, State of Michigan and further described as follows:

27. A strip of land 12 feet in width, being 6 feet on each side of the centerline of an electric line to be constructed in a Northerly and Southerly direction approximately 50 feet West of centerline of Klam Road, on, over, and across the following described property: Commencing at the Southeast corner of Section 3, Town 8 North, Range 9 East, thence West 383.8 feet, thence North 0 degrees 47 minutes East 655 feet, thence East 361 feet to the East line of Section 3, thence South 1 degree 10 minutes East 657 feet to the point of beginning, except commencing 283.8 feet West of the Southeast corner of said Section 3, thence West 100 feet, thence North 218 feet, thence East 100 feet, thence South 218 feet to the point of beginning, subject to the rights of the public and any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

RECORDED RIGHT OF WAY NO. 31439

Witness: Donald R. Balok  
Donald R. Balok

(Signed) Leslie D. Newton  
Leslie D. Newton

Lamar R. Smith  
Lamar R. Smith

Eleanor R. Newton  
Eleanor R. Newton  
3555 Klam Road  
Columbiaville, Michigan 48421

Prepared By:  
Lamar R. Smith  
1075 Suncrest Drive  
Lapeer, Michigan 48446

RECEIVED FOR RECORD  
1976 JUL 28 AM 10:25  
LIBER NO. 420 PAGE NO. 622  
MILDRED JOHNSON  
REGISTER OF DEEDS  
LAPEER COUNTY, MICHIGAN

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF Lapeer )

On this 12th day of January A.D. 1976, before the under-  
signed, a Notary Public in and for said County, personally appeared Leslie D. Newton and Eleanor R.  
Newton, husband and wife

known to me to be the person S who executed the foregoing instrument and acknowledged the same to be their free act and deed.

RETURN TO  
J. BROWN  
THE DETROIT EDISON COMPANY  
600 GRAND RIVER AVE.  
PORT HURON, MICHIGAN 48060

Lamar R. Smith  
Lamar R. Smith  
Notary Public, Lapeer County, Michigan

My Commission Expires: January 23, 1978



Real Estate Department

Project No: ALA0144046  
Line Name: Bergen Tap  
Business Unit: ITCT

Date: February 27, 2015  
To: Records Center  
From: Barbara A. Mention *bam*  
Subject: Partial Release of Easement-Section 3, Oregon Township, Lapeer County, Michigan

Attached is a Partial Release of Easement Agreement dated October 28, 2014 from International Transmission Company (ITC) to Leslie and Eleanor Newton, husband and wife, (Owner) whose address is 3555 Klam Road, Columbiaville, Michigan 48421.

An easement was granted to The Detroit Edison Company on January 12, 1976 and recorded in Liber 420, Page 622 Lapeer County Records and assigned to ITC on May 13, 2014 and recorded in Liber 2708, Pages 333-336 LCR.

ITC hereby partially releases the easement as it pertains to Owner's property only retaining the easement area described and shown on attached Exhibit A.

The easement was redefined to accommodate the rebuild of the Bergen Tap 120kV transmission line.

The Voluntary Easement Compensation is \$3,617.01 and the Voluntary Sale Incentive is \$6,028.36 for a total amount of \$9,645.37 paid to the owner and charged to Work Order No. A0003572.

Please incorporate into Right of Way File No. R31439.

Attachment (s)

CC: H. Bhuiyan  
M. Ely  
J. Kehoe  
A. Murray  
J. Robach  
K. Maslowski



RECORDED ON  
11/25/2014 11:23:31 AM  
MELISSA R. DEVAUGH  
LAPEER COUNTY REGISTER OF DEEDS



LIBER 2738

PAGE 661

RECEIPT# 1700, STATION 2C  
\$35.00 EASEMENT

**PARTIAL RELEASE OF EASEMENT**

Tract # MI-LA-GP-024.000

THIS PARTIAL RELEASE OF EASEMENT ("Agreement") is made as of this 28 day of October, 2014, between:

INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, d/b/a ITCTransmission, 27175 Energy Way, Novi, Michigan 48377 (hereinafter referred to as "Grantee"),

and

Leslie D. Newton and Eleanor R. Newton, husband and wife, 3555 Klam Road, Columbiaville, MI 48421 (hereinafter collectively referred to as "Grantor").

WITNESSETH: In consideration of the sum of One Dollar (\$1.00) to it paid by Grantor, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements made by Grantor as herein below set forth, Grantee hereby RELEASES and QUITCLAIMS unto Grantor so much and ONLY so much of its right and interest in an instrument granted to the Detroit Edison Company, recorded in Liber 420, Page 622 of the Lapeer County Register of Deeds, and partially assigned to Grantee pursuant to that certain Partial Assignment of Easement Rights recorded in Liber 2708, Page 333 of the Lapeer County Register of Deeds (collectively hereinafter referred to as "the Original Easement"), as applies to the following described land in the Township of Oregon, County of Lapeer and State of Michigan (hereinafter referred to as "Grantor' Land"), to-wit:

A strip of land 12 feet in width, being 6 feet on each side of the centerline of an electric line to be constructed in a Northerly and Southerly direction approximately 50 feet West of centerline of Klam Road, on, over and across the following

**FILE**  
231439

DELIVERED ON  
11/25/2014 11:11:17 AM  
LAPEER CO REGISTER OF DEEDS

8



described property: Commencing at the Southeast corner of Section 3, Town 8 North, Range 9 East, thence West 383.8 feet, thence North 0 degrees 47 minutes East 655 feet, thence East 361 feet to the East line of Section 3, thence South 1 degree 10 minutes East 657 feet to the point of beginning, except commencing 283.8 feet West of the Southeast corner of said Section 3, thence West 100 feet, thence North 218 feet, thence East 100 feet, thence South 218 feet to the point of beginning, subject to the rights of the public and any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

More commonly known as: 3555 Klam Road, Columbiaville, MI 48421

EXCEPT the following described Easement Area (hereinafter referred to as "the Easement Area", a drawing of which is also attached hereto as Exhibit A), which Easement Area is reserved for Grantee's continued use:

EASEMENT AREA:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 3, TOWN 8 NORTH, RANGE 9 EAST, OREGON TOWNSHIP, LAPEER COUNTY, MICHIGAN, THENCE S86°47'26"W 283.80 FEET ALONG THE SOUTH LINE OF SAID SECTION 3 AND CENTERLINE OF MT. MORRIS ROAD (66 FEET WIDE); THENCE N03°12'34"W 19.89 FEET; THENCE N86°52'46"E 162.46 FEET; THENCE N03°23'22"W 163.14 FEET; THENCE N02°56'04"W 233.74 FEET; THENCE N03°57'24"W 239.61 FEET; THENCE N03°10'58"W 0.88 FEET; THENCE N86°47'26"E 125.98 FEET; THENCE S03°01'26"E 657.00 FEET ALONG THE EAST LINE OF SAID SECTION 3 AND CENTERLINE OF KLAM ROAD (66 FEET WIDE) TO THE POINT OF BEGINNING.

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It is the intention hereof that all of the rights and privileges of Grantee under and pursuant to the Original Easement shall remain in full force and effect with respect to all of that part of the Grantor's Land as lies within the Easement Area EXCEPT as set forth or modified by the terms and conditions set forth in this Agreement below. Furthermore, in respect to any and all premises described in the Original Easement that are not part of Grantor's Land, it is expressly understood that all rights and privileges of Grantee under the Original Easement shall also remain in full force and effect. It is further expressly understood that the Detroit Edison Company, and its successors and assigns, may have certain rights or interests by virtue of the Original Easement, which rights or interests are not in any way limited or released by this Agreement.

Grantor, as part of the consideration for the release and quitclaim herein made, does grant, covenant and agree to and with Grantee 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 with the right, privilege and authority for Grantee, its agents, employees, and contractors (collectively referred to as "Grantee Parties"), to:

(a) access, construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove electric transmission lines and Telecommunications Lines (as later defined in this Section 1), 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 ("Grantee's Facilities"); and

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

(c) enter upon and cross the Easement Area to construct, operate, maintain, repair, inspect, replace, improve, modify, enlarge and remove Grantee's Facilities on other land(s); and

(d) have ingress and egress to the Easement Area at all times and, in addition, shall have access on, over and across other lands owned by the Grantor at reasonable location(s) mutually agreeable to Grantor and Grantee for the above-described purposes, except that if Grantor and Grantee cannot agree about such reasonable locations(s), Grantee shall only have access to Grantor's land through the Easement Area. Notwithstanding the foregoing, in the event that Grantee determines in its sole and absolute discretion that an imminent threat to Grantee's Facilities exists, then Grantee shall have immediate and unrestricted access to the Easement Area on, over and across lands owned by the Grantor; and

(e) 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 that do not exceed eight (8) feet in height ("Permitted Fence") as provided for herein. In the event that Grantee removes any existing Structures, Grantee shall reimburse Grantor for the fair market value of the Structure. In the event a Permitted Fence currently exists within the Easement Area as of the date of this Easement, Grantee may: (1) 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 (2) 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; and

(f) 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. Notwithstanding the foregoing, in the event Grantor desires to construct a fence in the Easement Area in the future, Grantor may submit a request to Grantee and permission shall not be unreasonably withheld if the proposed fence meets the definition of a Permitted Fence and is subject to the terms of Section 1(e) as set forth above. Grantee may remove prohibited

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Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal; and

(g) 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 Easement Area, all at Grantee's sole and absolute discretion.

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

2. **Repair, Restoration, and Crop Damage.** Grantee shall:

(a) re-grade, repair and restore as nearly as possible to its former condition any portions of the Easement Area or other lands owned by Grantor damaged by Grantee Parties in the exercise of any of Grantee's rights in this Agreement, and

(b) repair or replace at Grantee's sole expense any damage to property caused by Grantee Parties' exercise of any of Grantee's rights under this Agreement. 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) Grantee shall reimburse Grantor, or the owner of the crops if different from the Grantor, the value of any growing crops damaged by Grantee Parties' exercise of any of Grantee's rights under this Agreement.

3. **Binding effect.** 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 Partial Release of 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).

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

[SIGNATURES APPEAR ON NEXT PAGE]

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K31439



INTERNATIONAL TRANSMISSION COMPANY,  
A Michigan corporation, d/b/a ITCTransmission

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

By: [Signature]  
Christine Mason Soneral

*SJC 11/17/14*

Its: Vice President and General Counsel- Utility Operations

Acknowledged before me in OAKLAND County, State of Michigan, on this 17TH day of NOVEMBER, 2014, by Christine Mason Soneral.

BARBARA A. MENTION  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Nov 29, 2014  
ACTING IN COUNTY OF OAKLAND

Barbara A Mention  
Notary Public  
OAKLAND County, Mi  
Acting in OAKLAND County, Mi  
My Commission Expires Nov 29 2014

**FILE**  
R31439



GRANTOR:

Leslie D. Newton  
Leslie D. Newton

Eleanor R. Newton  
Eleanor R. Newton

Acknowledged before me in Lapeer County, Michigan, on this 28 day of October, 2014, by Leslie D. Newton and Eleanor R. Newton, husband and wife.

**HEIDI M. WEBER**  
Notary Public, Huron County, Michigan  
My commission expires May 2, 2018

Heidi M. Weber  
Heidi M. Weber, Notary Public  
Huron County, Michigan  
Acting in Lapeer County, Michigan  
My Commission Expires May 2, 2018

**FILE**  
R31439

Prepared by:  
Jenny D'Anna  
International Transmission Company  
27175 Energy Way  
Novi, Michigan 48377

Return recorded instrument to:  
International Transmission Company  
Attn: Elaine Clifford  
27175 Energy Way  
Novi, Michigan 48377

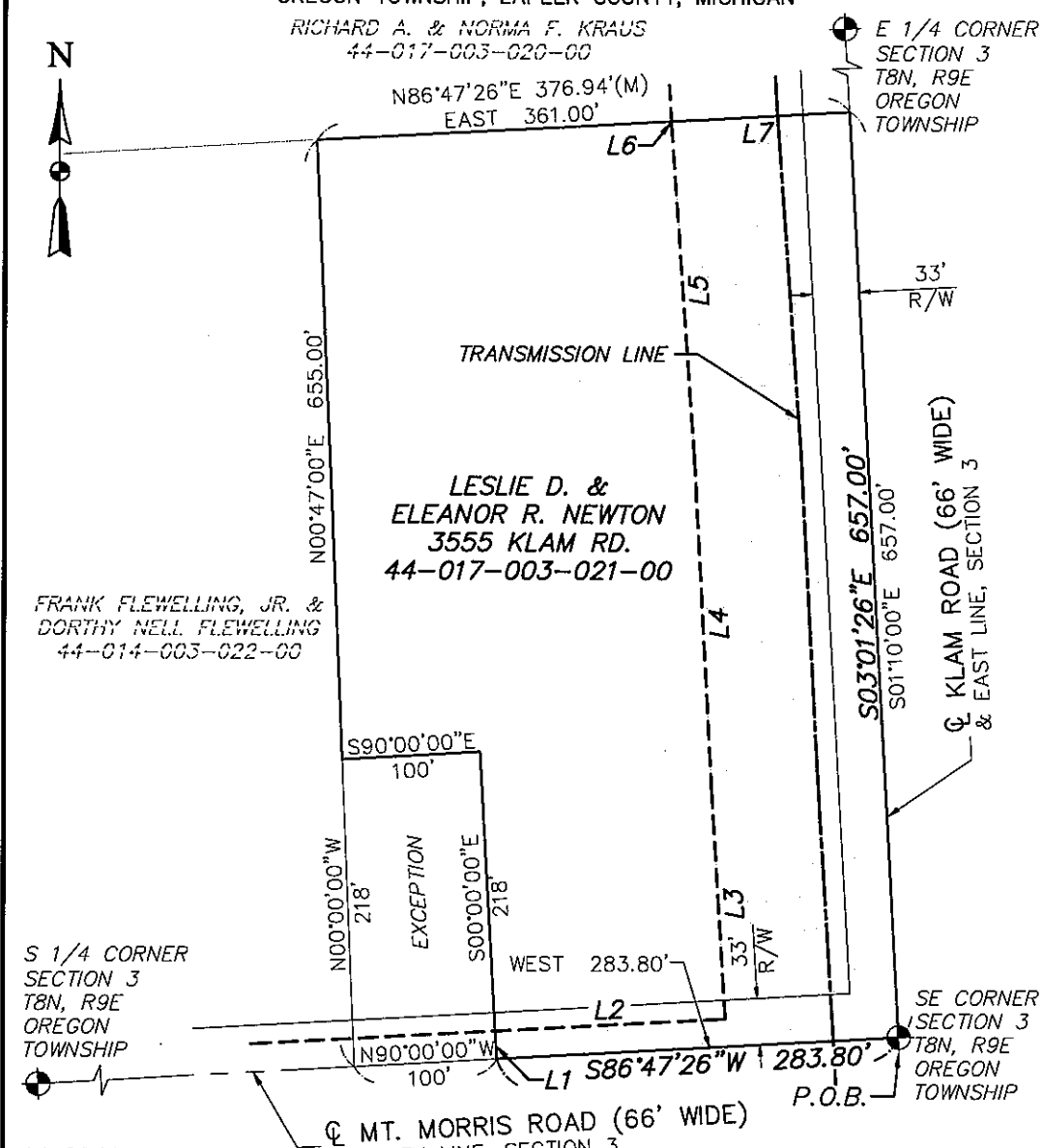




### EXHIBIT A

BEING A PART OF SECTION 3, T8N, R9E,  
OREGON TOWNSHIP, LAPEER COUNTY, MICHIGAN

RICHARD A. & NORMA F. KRAUS  
44-017-003-020-00



#### LEGEND

- TRANSMISSION LINE
- PERMANENT EASEMENT AREA
- N 88° E** DESCRIBED EASEMENT - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83 GRID NORTH, DISTANCES BASED ON GROUND. GROUND TO GRID SCALE FACTOR = 0.99991563
- N 88° E** PARCEL DIMENSIONS - BEARINGS BASED ON DEED OF GRANTOR'S LAND
- SECTION CORNER
- P.O.B.** POINT OF BEGINNING

NOTE: THIS IS NOT A BOUNDARY SURVEY

**MI-LA-GP-024.000**

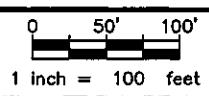
LESLIE D. & ELEANOR R. NEWTON  
3555 KLAM ROAD  
44-017-003-021-00

Total Easement area 1.93 Acres,  
Total Easement area less Road  
Right-of-way 1.29 Acres



CLIENT: ITC TRANSMISSION  
PROJECT: ITCT - KLAM

JOB: 1037-14-6278
DATE: 8/1/2014
DWG.: 44-017-003-021-00
REV.: --
BOOK/CREW: JL
DRAWN BY: NPA
CHECK BY: MT
SHEET: 1 OF 2



**METRO CONSULTING ASSOCIATES**  
 Relationships | Reputation | Results  
 800.525.6016 www.metroca.net

**FILE**  
R31439



LINE SEGMENT TABLE		
SEGMENT	DIRECTION	LENGTH
L1	N03°12'34"W	19.89
L2	N86°52'46"E	162.46
L3	N03°23'22"W	163.14
L4	N02°56'04"W	233.74
L5	N03°57'24"W	239.61
L6	N03°10'58"W	0.88
L7	N86°47'26"E	125.98

**LEGAL DESCRIPTION (GRANTOR'S LAND)**

(PER LAPEER COUNTY ABSTRACT & TITLE AGENCY FILE #128798LCT)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3, TOWN 8 NORTH, RANGE 9 EAST, OREGON TOWNSHIP, LAPEER COUNTY, MICHIGAN, THENCE WEST 383.8 FEET, THENCE NORTH 0 DEGREES 47 MINUTES EAST 655 FEET, THENCE EAST 361 FEET TO THE EAST LINE OF SECTION 3, THENCE SOUTH 1 DEGREE 10 MINUTES EAST 657 FEET TO THE POINT OF BEGINNING; EXCEPT COMMENCING 283.8 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE WEST 100 FEET, THENCE NORTH 218 FEET, THENCE EAST 100 FEET, THENCE SOUTH 218 FEET TO THE POINT OF BEGINNING.

**PERMANENT EASEMENT AREA:**

**BEGINNING** AT THE SOUTHEAST CORNER OF SECTION 3, TOWN 8 NORTH, RANGE 9 EAST, OREGON TOWNSHIP, LAPEER COUNTY, MICHIGAN, THENCE S86°47'26"W 283.80 FEET ALONG THE SOUTH LINE OF SAID SECTION 3 AND CENTERLINE OF MT. MORRIS ROAD (66 FEET WIDE); THENCE N03°12'34"W 19.89 FEET; THENCE N86°52'46"E 162.46 FEET; THENCE N03°23'22"W 163.14 FEET; THENCE N02°56'04"W 233.74 FEET; THENCE N03°57'24"W 239.61 FEET; THENCE N03°10'58"W 0.88 FEET; THENCE N86°47'26"E 125.98 FEET; THENCE S03°01'26"E 657.00 FEET ALONG THE EAST LINE OF SAID SECTION 3 AND CENTERLINE OF KLAM ROAD (66 FEET WIDE) TO THE POINT OF BEGINNING.

**FILE**  
R31439

	CLIENT:	ITC TRANSMISSION	JOB: 1037-14-6278
	PROJECT:	ITCT - KLAM	DATE: 8/1/2014
			DWG.: 44-017-003-021-00
			REV.: ---
			BOOK/CREW: JL
			DRAWN BY: NPA
			CHECK BY: MT
			SHEET: 2 OF 2

**METRO CONSULTING ASSOCIATES**  
Relationships | Reputation | Results  
800.525.6016 www.metroca.net



RECORDED ON  
08/05/2014 2:29:01 PM  
MELISSA R. DEVAUGH  
LAPEER COUNTY REGISTER OF DEEDS

RECEIPT# 4300, STATION 5E  
\$26.00 MISC DEED

**MEMORANDUM OF OPTION**

**Tract # MI-LA-GP-024.000**

THIS MEMORANDUM OF OPTION ("Memorandum of Option") is made and entered into as of June 17, 2014 by **Leslie D. Newton and Eleanor R. Newton, husband and wife**, whose address is 3555 Klam Road, Columbiaville, MI 48421 ("Grantor"), and International Transmission Company, a Michigan corporation, whose address is 27175 Energy Way, Novi, Michigan 48377, its successors and assigns ("Grantee").

1. Grantor and Grantee entered into that certain Agreement dated June 17, 2014 (the "Option Agreement"), which by its terms grants to Grantee the exclusive right and option to obtain an easement over certain real property (the "Option") legally described on the attached Exhibit A (the "Property").

2. The term of the Option commenced on June 17, 2014. The Option may be exercised in writing at any time on or prior to six (6) months after the date of the Option Agreement (as the same may be extended, the "Option Period"). Grantee has the right to extend the Option Period for two (2) additional six (6) month periods by providing written notice to Grantor on or before the last day of the then current Option Period together with an additional payment for each extension as set forth in the Option Agreement.

3. Grantor and Grantee desire to enter into this Memorandum of Option, which is to be recorded so that third parties may have notice of the interests of Grantee in the Property and of the existence of the Option Agreement and of certain rights granted to Grantee in the Property as part of the Option Agreement.

4. This Memorandum of Option may be executed in counterparts. The failure of one or more parties to sign a particular counterpart shall not invalidate the same so that all counterparts signed by one or more of the parties may be combined and considered together as one instrument.

5. All of the terms, conditions, provisions and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this

**FILE**  
R3143A

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08/05/2014 2:19:37 PM  
LAPEER CO REGISTER OF DEEDS



Memorandum of Option and the Option Agreement; the terms of the Option Agreement shall prevail.

IN WITNESS WHEREOF, the Grantor and Grantee execute this Memorandum of Option as of the date first above written.

*[Signatures on the Following Pages]*

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R31439



**GRANTOR:**

Leslie D. Newton  
Leslie D. Newton

Eleanor R. Newton  
Eleanor R. Newton

STATE OF Michigan )  
  )SS.  
COUNTY OF Huron )

Acknowledged before me in Lapeer County, State of Michigan, on this 17th day of June, 2014, by Leslie D. Newton and Eleanor R. Newton, husband and wife.

**FILE**  
K3439

**HEIDI M. WEBER**  
Notary Public, Huron County, Michigan  
My commission expires May 2, 2018

Heidi M. Weber  
Heidi M. Weber, Notary Public  
Huron County, Michigan  
Acting in Lapeer County, Michigan  
My Commission Expires May 2, 2018



**INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation, d/b/a  
*ITCTransmission*

By: ITC Holdings Corp.  
Its: Sole Owner

By: *Christine Mason Soneral*  
Christine Mason Soneral  
Its: Vice President and General Counsel- Utility Operations

STATE OF MICHIGAN )  
)SS.  
COUNTY OF OAKLAND )

Acknowledged before me in Oakland County, State of Michigan, on this 22<sup>nd</sup> day of July, 2014, by Christine Mason Soneral, the Vice President and General Counsel of Utility Operations of ITC Holdings Corp. which is the Sole Owner of International Transmission Company, a Michigan corporation.

*Barbara A. Mentim*  
\_\_\_\_\_, Notary Public  
OAKLAND County, MI  
Acting in OAKLAND County, MI  
My Commission Expires NOV 29, 2014

BARBARA A. MENTIM  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Nov 29, 2014  
ACTING IN COUNTY OF OAKLAND

**FILED**  
*R 9/1/14*

Drafted by:  
ITC HOLDINGS CORP.  
Attn: Jenny D'Anna, Legal Department (P66234)  
27175 Energy Way  
Novi, Michigan 48377  
(248) 946-3542

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



**EXHIBIT A**

Commencing at the Southeast corner of Section 3, Town 8 North, Range 9 East, Oregon Township, Lapeer County, Michigan, Thence West 383.8 feet, thence North 0 degrees 47 minutes East 655 feet, thence East 361 feet to the East line of Section 3, thence South 1 degree 10 minutes East 657 feet to the point of beginning; Except commencing 283.8 feet West of the Southeast corner of said Section 3, thence West 100 feet, thence North 218 feet, thence East 100 feet, thence South 218 feet to the point of beginning.

**FILE**  
R31439

COPY

**OPTION AGREEMENT**

THIS OPTION AGREEMENT ("Agreement") is made this 17 day of June, 2014, by and between **Leslie D. Newton and Eleanor R. Newton, husband and wife**, whose address is 3555 Klam Road, Columbiaville, MI 48421 ("Grantor") and INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, whose address is 27175 Energy Way, Novi, Michigan 48377 ("Grantee"). The Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**RECITALS**

A. Grantor is the owner of that certain real property located in Section 3, Township 8 North, Range 9 East, Lapeer County, Michigan, as more particularly described in Exhibit A attached hereto (the "Property").

B. Grantee desires to obtain an option for a partial release of easement on, under, over, through and across a portion of the Property which will limit and define Grantee's easement to within the shaded area depicted on the sketch attached hereto as Exhibit B (the "Easement Area"). The Easement Area shall be more particularly described in the Survey to be obtained by Grantee pursuant to Section 5 of this Agreement;

NOW THEREFORE, in consideration of the sum of \$1,919.08 Dollars (One Thousand Nine Hundred Nineteen Dollars and Eight Cents) (the "Initial Option Payment"), to be paid by Grantee to the Grantor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. Grant of Option. Grantor hereby grants to Grantee the right and option ("Option") to obtain a partial release of easement on, under, over, through and across a portion of the Property which will limit and define Grantee's easement to the Easement Area. The Initial Option Payment shall be made by Grantee to Grantor within thirty (30) days of the execution of this Agreement.

2. Exercise of Option. The Option may be exercised in writing at any time on or prior to six (6) months after the date of this Agreement ("Initial Option Period"). Grantee shall have the right to extend the Initial Option Period for two (2) additional six (6) month periods (each, an "Extended Option Period") by providing written notice to Grantor on or before the last day of the Initial Option Period or the Extended Option Period, as applicable, together with an additional Option Payment for each extension in the amount of \$500.00 (each, an "Option Extension Payment" and together with the Initial Option Payment, collectively, the "Option Payment"). The Initial Option Period and the Extended Option Period, as applicable, shall be collectively referred to in this Agreement as the "Option Period". The Option Period may be further extended by mutual agreement in writing of the Parties. Grantee shall not be required to exercise the Option. Should Grantee fail to exercise this Option within the Option Period, all rights and privileges granted hereunder shall be deemed completely surrendered, this Agreement terminated, and Grantor shall retain the Option Payment, and no additional money shall be payable by either Party to the other. Grantor hereby agrees that during the Option Period, Grantor shall not, without the prior written consent of Grantee (i) sell, transfer, assign, convey or dispose of any of its rights under this Agreement, or its rights or interests in the Property, or (ii) grant any lien or encumbrance on or permit any lien or encumbrance on the Property, or (iii) grant any easement or right-of-way in, on or with respect to the Property, or (iv) grant any lease, license or other right to use or occupy the Property to any person.

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R31439



3. Grantee's License. As of the date of this Agreement, Grantor grants to Grantee, its agents and employees a non-exclusive license (the "License") to enter the Property to conduct such surveys, inspections and tests as Grantee deems necessary, including but not limited to soil borings, to determine whether or not it wishes to exercise the Option granted herein. Grantee agrees to indemnify, defend, and hold Grantor harmless from any and all loss, claim, action, demand and liability relating to or arising out of Grantee's, or its agents', employees', representatives' or contractors' entry upon the Property under this paragraph which may arise against Grantor. If Grantee determines, in its sole and absolute discretion, that the condition of the Property is not acceptable to Grantee, then Grantee may, at any time prior to expiration of the Option Period, terminate this Agreement by giving Grantor written notice of termination, in which event neither party shall have any further liability hereunder.

4. Restoration; Crop Damage. Grantee shall:

(a) re-grade, repair and restore as nearly as possible to its former condition any portions of the Property owned by Grantor damaged by Grantee in the exercise of any of Grantee's rights in this Agreement, and

(b) pay for, repair or replace at Grantee's sole expense any damage to property caused by Grantee's exercise of any of Grantee's rights under this Agreement. 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) Grantee shall 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.

5. Survey. Grantee shall, at Grantee's cost and expense, obtain a survey of the Easement Area prepared by a registered land surveyor (the "Survey"). The Survey shall be in such form and content as is acceptable to Grantee in Grantee's sole discretion. The legal description from the Survey shall be the legal description used in the Partial Release of Easement described in Section 6 below and every other instrument or agreement referencing the Easement Area. The Survey shall set forth the exact size and location of the Easement Area on the Property.

6. Execution of Partial Release of Easement. Upon Grantee's exercise of the Option, Grantor shall, within thirty (30) days after Grantee gives notice to Grantor of Grantee's exercise of the Option, execute and deliver the Partial Release of Easement to Grantee in substantially the same form attached hereto as Exhibit C (the "Partial Release of Easement").

7. Partial Release of Easement Consideration. As consideration for the granting of the Partial Release of Easement described in Section 6, Grantee shall pay to Grantor the purchase price of \$9,595.39 (Nine Thousand Five Hundred Ninety Five Dollars and Thirty Nine Cents), less the Option Payment which sum shall be paid simultaneously with the execution and delivery of the Partial Release of Easement (the "Partial Release of Easement Consideration").

8. Notices. Notice of the exercise of the Option shall be given by Grantee to the Grantor in writing by (1) certified mail, return receipt requested, or (2) overnight courier, provided the courier's regular business provides delivery service at the addresses set forth above. Notice shall be deemed effective on the date it is sent.

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9. Mortgagee Consent. In the event there is currently a mortgage on Grantor's Property which requires the Mortgagee's consent to the execution of the Partial Release of Easement, Grantor will obtain the mortgagee's consent to the execution and recording of the Partial Release of Easement in advance of execution. If Mortgagee consent is required, then the Partial Release of Easement Consideration shall not be payable to Grantor unless the Mortgagee consents to the execution of the Partial Release of Easement in writing.

10. Title. Grantor represents and warrants to Grantee as of the execution date of this Agreement, and covenants during the Option Period, that Grantor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement and the Partial Release of Easement.

11. Integration. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

12. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Michigan.

13. Successors And Assigns. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

14. Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

15. Memorandum of Option. Grantor agrees to execute a Memorandum of this Agreement which Grantee may record with the appropriate Recording Office in the County where the Property is located. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of the term of the Option Period.

16. Temporary Construction Access. Subject to Section 4 of this Agreement, in the event Grantee exercises the Option and obtains the Partial Release of Easement pursuant to the terms of this Agreement, Grantor hereby further grants to Grantee, its employees, contractors, lessees, successors and assigns, the temporary right and privilege, at Grantee's option to enter upon and make temporary use of the Property outside of the Easement Area for all purposes necessary for the initial construction of the transmission lines including but not limited to the setup, installation and stringing of wires and conductors of the electric transmission lines and related equipment and materials.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

**GRANTOR:**

Leslie D. Newton  
Leslie D. Newton

Eleanor R. Newton  
Eleanor R. Newton

**GRANTEE:**

**INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation,  
d/b/a ITCTransmission**

**By: ITC Holdings Corp., its sole owner**

By: Christine Mason Soneal

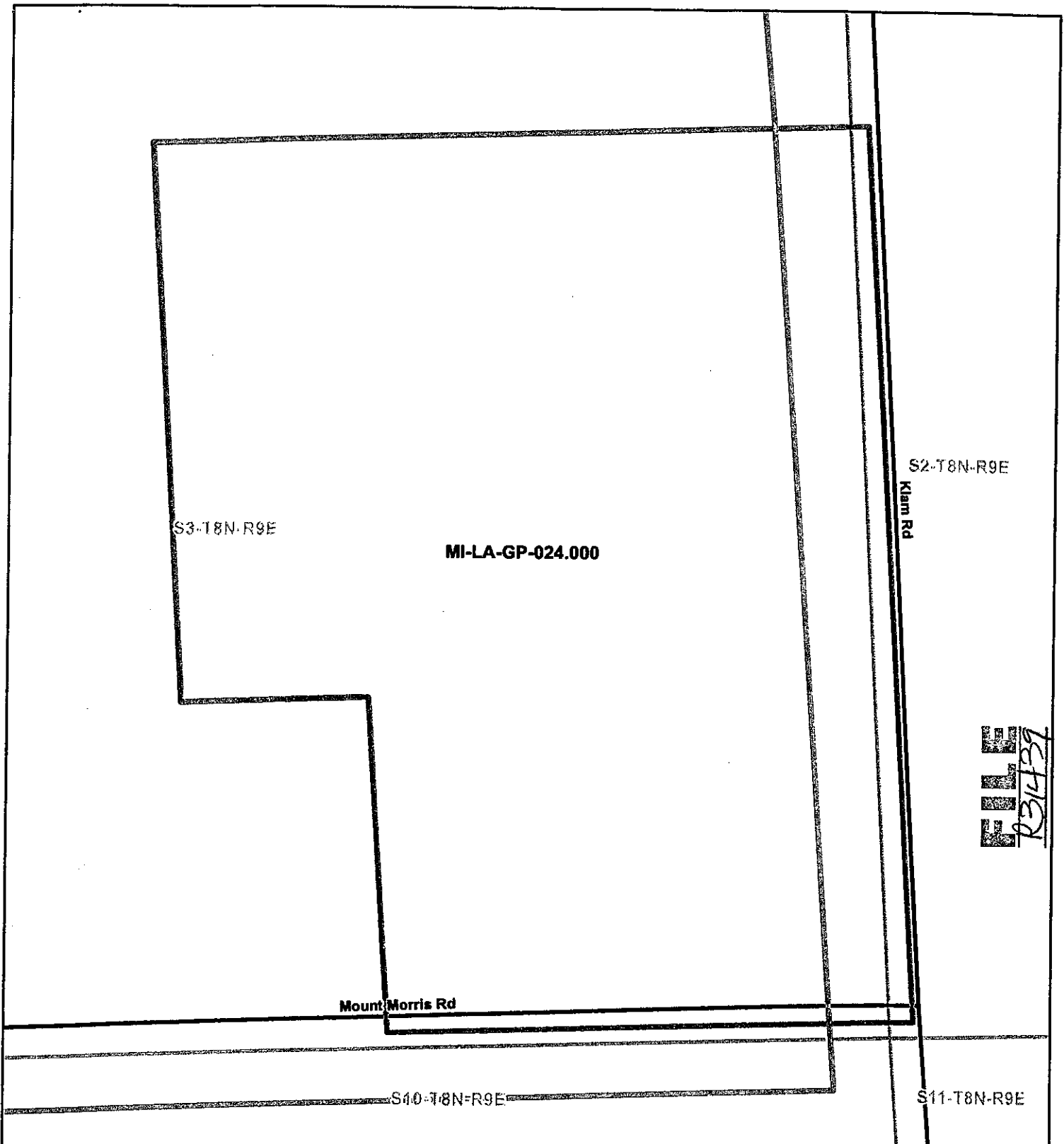
Its: Vice President and General Counsel-Utility Operations

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**EXHIBIT A**

Commencing at the Southeast corner of Section 3, Town 8 North, Range 9 East, Oregon Township, Lapeer County, Michigan, Thence West 383.8 feet, thence North 0 degrees 47 minutes East 655 feet, thence East 361 feet to the East line of Section 3, thence South 1 degree 10 minutes East 657 feet to the point of beginning; Except commencing 283.8 feet West of the Southeast corner of said Section 3, thence West 100 feet, thence North 218 feet, thence East 100 feet, thence South 218 feet to the point of beginning.

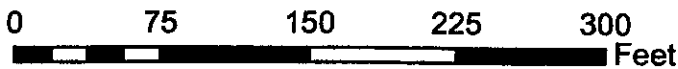
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- Proposed Route
- Parcel Boundary
- Road
- Section Right of Way



**Klam Project - Exhibit "B"**

Leslie Newton

MI-LA-GP-024.000

APN: 01700302100

Est. Prop. Acreage: 5.13

Est. ROW Acreage: 1.92

Created by: Universal Field Services

Date: 5/22/2014

Note: Preliminary Study Area. The information presented in this map is not derived from survey and is intended for reference purposes only.

**EXHIBIT C**

**PARTIAL RELEASE OF EASEMENT**

THIS PARTIAL RELEASE OF EASEMENT ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014, between:

INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, d/b/a ITC*Transmission*, 27175 Energy Way, Novi, Michigan 48377 (hereinafter referred to as "Grantee"),

and

Leslie D. Newton and Eleanor R. Newton, husband and wife, 3555 Klam Road, Columbiaville, MI 48421 (hereinafter collectively referred to as "Grantor").

WITNESSETH: In consideration of the sum of One Dollar (\$1.00) to it paid by Grantor, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements made by Grantor as herein below set forth, Grantee hereby RELEASES and QUITCLAIMS unto Grantor so much and ONLY so much of its right and interest in an instrument granted to the Detroit Edison Company, recorded in Liber 420, Page 622 of the Lapeer County Register of Deeds, and partially assigned to Grantee pursuant to that certain Partial Assignment of Easement Rights recorded in Liber 2708, Page 333 of the Lapeer County Register of Deeds (collectively hereinafter referred to as "the Original Easement"), as applies to the following described land in the Township of Oregon, County of Lapeer and State of Michigan (hereinafter referred to as "Grantor' Land"), to-wit:

[ENTER BLANKET DESCRIPTION OF GRANTOR'S PROPERTY AS DESCRIBED IN THE ORIGINAL EASEMENT]

More commonly known as: \_\_\_\_\_

EXCEPT the following described Easement Area (hereinafter referred to as "the Easement Area", a drawing of which is also attached hereto as **Exhibit A**), which Easement Area is reserved for Grantee's continued use:

EASEMENT AREA:

[ENTER DESCRIPTION OF EASEMENT AREA]

It is the intention hereof that all of the rights and privileges of Grantee under and pursuant to the Original Easement shall remain in full force and effect with respect to all of that part of the Grantor's Land as lies within the Easement Area EXCEPT as set forth or modified by the terms and conditions set forth in this Agreement below. Furthermore, in respect to any and all premises described in the Original Easement that are not part of Grantor's Land, it is expressly understood that all rights and privileges of Grantee under the Original Easement shall also remain in full force and effect. It is further expressly understood that the Detroit Edison Company, and its successors and assigns, may have certain rights or interests by virtue of the Original Easement, which rights or interests are not in any way limited or released by this Agreement.

Grantor, as part of the consideration for the release and quitclaim herein made, does grant, covenant and agree to and with Grantee 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 with the right, privilege and authority for Grantee, its agents, employees, and contractors (collectively referred to as "Grantee Parties"), to:

(a) access, construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove electric transmission lines and Telecommunications Lines (as later defined in this Section 1), 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 ("Grantee's Facilities"); and

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

(c) enter upon and cross the Easement Area to construct, operate, maintain, repair, inspect, replace, improve, modify, enlarge and remove Grantee's Facilities on other land(s); and

(d) have ingress and egress to the Easement Area at all times and, in addition, shall have access on, over and across other lands owned by the Grantor at reasonable location(s) mutually agreeable to Grantor and Grantee for the above-described purposes, except that if Grantor and Grantee cannot agree about such reasonable locations(s), Grantee shall only have access to Grantor's land through the Easement Area. Notwithstanding the foregoing, in the event that Grantee determines in its sole and absolute discretion that an imminent threat to Grantee's Facilities exists, then Grantee shall have immediate and unrestricted access to the Easement Area on, over and across lands owned by the Grantor; and

(e) 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 that do not exceed eight (8) feet in height ("Permitted Fence") as provided for herein. In the event that Grantee removes any existing Structures, Grantee shall reimburse Grantor for the fair market value of the Structure. In the event a Permitted Fence currently exists within the Easement Area as of the date of this Easement, Grantee may: (1) 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 (2) 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; and

(f) 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. Notwithstanding the foregoing, in the event Grantor desires to construct a fence in the Easement Area in the future, Grantor may submit a request to Grantee and permission shall not be unreasonably withheld if the proposed fence meets the definition of a Permitted Fence and is subject to the terms of Section 1(e) as set forth above. 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; and

(g) 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 Easement Area, all at Grantee's sole and absolute discretion.

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

**2. Repair, Restoration, and Crop Damage.** Grantee shall:

(a) re-grade, repair and restore as nearly as possible to its former condition any portions of the Easement Area or other lands owned by Grantor damaged by Grantee Parties in the exercise of any of Grantee's rights in this Agreement, and

(b) repair or replace at Grantee's sole expense any damage to property caused by Grantee Parties' exercise of any of Grantee's rights under this Agreement. 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) Grantee shall reimburse Grantor, or the owner of the crops if different from the



Grantor, the value of any growing crops damaged by Grantee Parties' exercise of any of Grantee's rights under this Agreement.

3. **Binding effect.** 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 Partial Release of 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).

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

[SIGNATURES APPEAR ON NEXT PAGE]

INTERNATIONAL TRANSMISSION COMPANY,  
A Michigan corporation, d/b/a *ITCTransmission*

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

By: \_\_\_\_\_  
Christine Mason Soneral

Its: Vice President and General Counsel- Utility Operations

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2014, by Christine Mason Soneral.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

GRANTOR:

\_\_\_\_\_  
Leslie D. Newton

\_\_\_\_\_  
Eleanor R. Newton

Acknowledged before me in \_\_\_\_\_ County, Michigan, on this \_\_\_\_ day of \_\_\_\_\_, 2014, by Leslie D. Newton and Eleanor R. Newton, husband and wife.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
Acting in \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Prepared by:  
Jenny D'Anna  
International Transmission Company  
27175 Energy Way  
Novi, Michigan 48377

Return recorded instrument to:  
International Transmission Company  
Attn: Elaine Clifford  
27175 Energy Way  
Novi, Michigan 48377

EXHIBIT A

DRAWING OF EASEMENT AREA

Date 10/28/14 Name: Newton Tract # MI-LA-GP-024.000

## Voluntary Easement Payment Calculation Sheet

<b>A.</b>	Value / Acre	<b>\$6,247.00</b>	/ acre
<b>B.</b>	Easement Factor <small>(30% of value per acre of line A above)</small>	<b>\$1,874.10</b>	/ acre
<b>C.</b>	Total Acres in Easement <small>(from Exhibit A)</small>	<b>1.93</b>	acres
<b>D.</b>	Voluntary Easement Compensation = B x C	<b>\$3,617.01</b>	
<b>E.</b>	Voluntary Sale Incentive <small>(50% of value per acre of line A above x total acres)</small>	<b>\$6,028.36</b>	
<b>F.</b>	Total Compensation = D + E	<b>\$9,645.37</b>	

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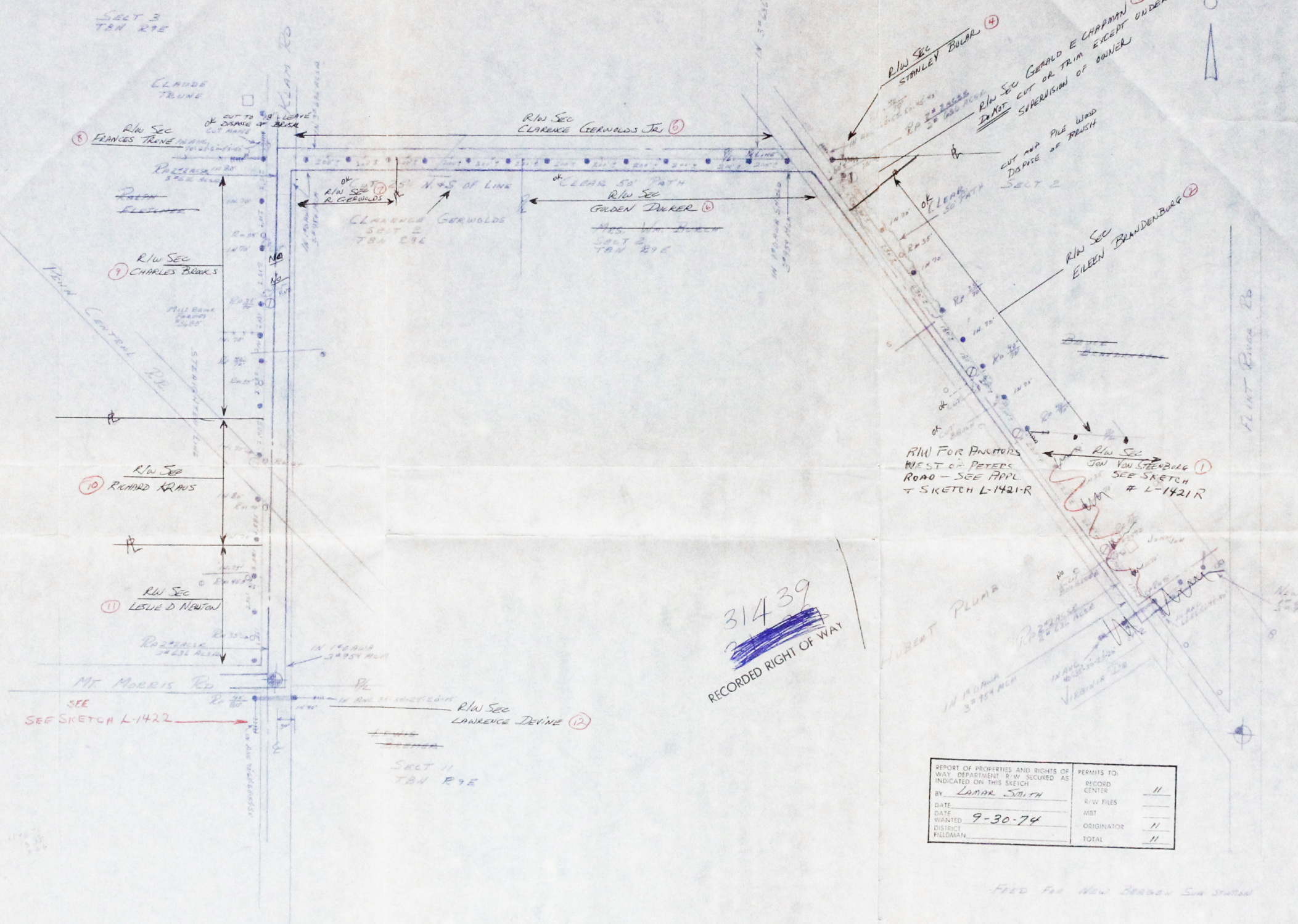
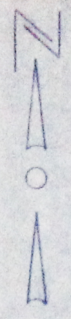
9595.39

Option Payment - \$1,919.08  
 Easement Balance = \$7,726.29  
 International Transmission Company

~~Landowner~~

By Hedi Weber

By Leslie D. Newton  
Rebecca R. Newton  
 Agent Representing ITC



31439  
 RECORDED RIGHT OF WAY

REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH	PERMITS TO:
BY <u>LARRY SMITH</u>	RECORD CENTER <u>11</u>
DATE	R/W FILES <u>11</u>
DATE WANTED <u>9-30-74</u>	MBT <u>11</u>
DISTRICT	ORIGINATOR <u>11</u>
FIELDMAN	TOTAL <u>11</u>

FEED FOR NEW BRADDOCK SUB STATION

1 LEGEND		THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
○	FOREIGN POLE	COUNTY	TEMP. SECT. NO.	DIST. ORDER NO.	
○	EXIST. D.E. CO. POLE	CITY			
○	PROPOSED POLE	TOWNSHIP			
○	EXIST. ANCHOR	RANGE			
○	PROPOSED ANCHOR	SECTION			
○	TRUNK	NEARBY CROSSING			
○	120/240 VOLT LINE	DATE			
○	4800 VOLT LINE	REASON			
○	15,000 VOLT LINE	SCALE			
○	24,000 VOLT LINE	BY			
○	48,000 VOLT LINE	DATE			
		TECHNICIAN			

31439

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RECORDED RIGHT OF WAY NO. 31428/  
139

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