



RECEIVED FOR RECORD
MICHELE VANNORMAN, REGISTER OF DEEDS
SANILAC COUNTY, MICHIGAN
07/06/2015 2:55:05 PM

2015 JUL -6 PM 2:37



A1273 121 1

LIBER 1273 PAGE 121

CONSENT OF LIENHOLDER

WHEREAS, the Alvin A. and Debra K. MacLean Revocable Living Trust dated October 13, 2006, whose address is 5840 Fisher Road, Jeddo, Michigan, as mortgagor, executed and delivered to PNC Mortgage, a division of PNC Bank, N.A., whose address is 3232 Newark Drive, Miamisburg, Ohio 45342, as mortgagee, a mortgage dated November 1, 2013 and recorded on November 15, 2013 in Liber 1223 at Page 858, Sanilac County Records, covering certain land in Worth Township, Sanilac County, Michigan, as therein described; and

WHEREAS, said mortgagors, as grantors, and **International Transmission Company**, a Michigan corporation (d/b/a "ITC*Transmission*,"), whose address is 27175 Energy Way, Novi, MI 48377, as grantee, entered into that certain instrument entitled "Electric Transmission Line Easement Agreement" or the "Partial Release of Easement" (the "Easement"), a copy of which is attached hereto as **Exhibit A**, covering all or part of the land covered by the aforesaid mortgage.

NOW, THEREFORE, said mortgagee, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby consents to the grant by said mortgagor(s) to ITC*Transmission* of the rights and interests granted to ITC*Transmission* in said Easement, and agrees that in the event of the foreclosure of said mortgage, or other sale of the property covered by said mortgage (whether under judicial or non-judicial proceedings), the same shall be sold subject to said Easement and the rights and interests granted therein.

IN WITNESS WHEREOF, said mortgagee has caused these presents to be executed by its duly authorized representative this 25th day of June, 2015.

[Signature appears on the next page]

FILE
73142



PNC MORTGAGE, a division of PNC BANK, N.A.

By: JUNI MAYS
Its: ASSISTANT VICE PRESIDENT

06/25/2015
Date

By: [Signature]
Name: JUNI MAYS
Title: ASSISTANT VICE PRESIDENT

Subscribed and sworn to before me on
this 25th day of June 2015

[Signature]
Notary Public, ELIZABETH C HOUK

WARREN County, OHIO

My Commission Expires: 3-2-19



Prepared by:

Jenny D'Anna (P66234)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

When recorded return to:

Universal Field Services
222 Park Ave., Suite 2
Bad Axe, MI 48413

e-Zausmer, August + Caldwell, PC



LIBER 1273

PAGE 123

ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

Tract # **MI-SA-GP-010.000**

This Electric Transmission Line Easement Agreement (the "Agreement") is made this 4 day of DECEMBER, 2014, by and between **Alvin A. Maclean and Debra K. Maclean, as Trustees of the Alvin A. and Debra K. Maclean Revocable Living Trust dated October 13, 2006**, with an address of 5840 Fisher Road, Jeddo, MI 48032 ("Grantor") and **INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors, and assigns, ("Grantee").

WHEREAS, Grantor is the owner of that certain real property located in Section 34, Township 9 North, Range 16 East, Sanilac County, Michigan, as more particularly depicted and described in Exhibit A attached hereto (the "Property").

WHEREAS, Grantor desires to convey to Grantee a perpetual easement upon, under, across and through a portion of the Property as more particularly described, depicted and identified as the Easement Area on Exhibit A attached hereto ("Easement Area"), upon the terms and conditions stated below.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and Grantee hereby agree 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 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).

[Signatures on Following Page]



GRANTOR:

Alvin A. and Debra K. Maclean Revocable Living Trust dated October 13, 2006

Alvin A. Maclean
Alvin A. Maclean, Trustee

Debra K. Maclean
Debra K. Maclean, Trustee

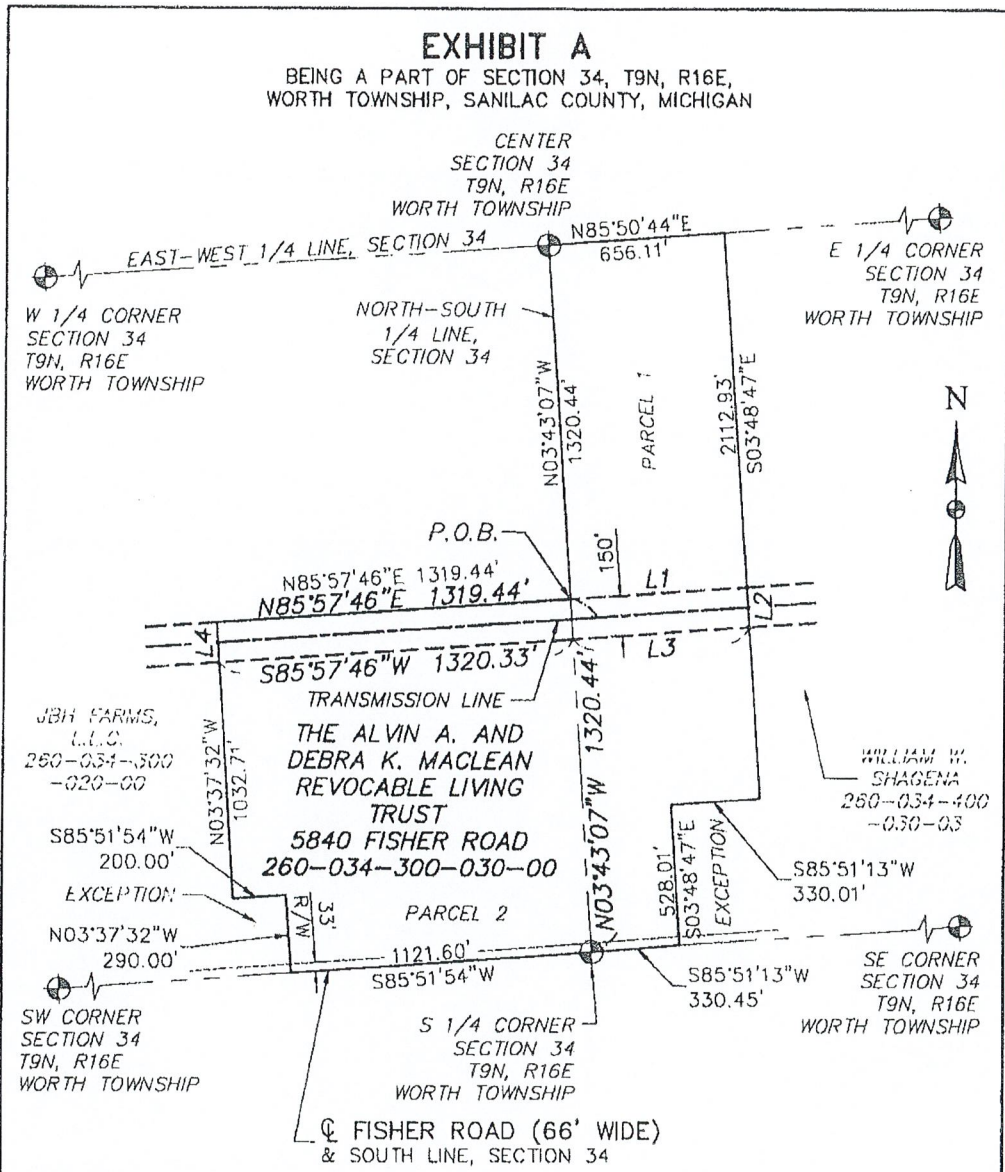
Acknowledged before me in SANILAC County, State of Michigan, on this 11 day of Dec, 2014, by Alvin A. Maclean and Debra K. Maclean, as Trustees of the Alvin A. and Debra K. Maclean Revocable Living Trust dated October 13, 2006.

RICHARD LEE BUNKERS
Notary Public, ~~Huron County, Michigan~~
My commission expires December 27, 2017

Richard Lee Bunkers
RICHARD LEE BUNKERS, Notary Public
Huron County, Michigan
Acting in SANILAC County, Michigan
My Commission Expires 12/27/2017

Drafted by:
Jenny Kim D'Anna (P66234)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

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



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 = 0.99991902
- 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-SA-GP-010.000

THE ALVIN A. AND DEBRA K. MACLEAN REVOCABLE LIVING TRUST
5840 FISHER ROAD
260-034-300-030-00

Total Easement area 6.81 Acres,

0 250' 500'

1 inch = 500 feet

CLIENT: ITC TRANSMISSION

PROJECT: ITCT - MICAH

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

JOB: 1037-14-6277
DATE: 8/28/2014
DWG.: 260-034-300-030-00
REV.: 1
BOOK/CREW: JL
DRAWN BY: NPA
CHECK BY: MT
SHEET: 1 OF 2



PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	N86°06'08"E	658.27
L2	S03°48'47"E	150.01
L3	S86°06'08"W	657.87
L4	N03°37'32"W	150.02

LEGAL DESCRIPTION (GRANTOR'S LAND)
 (PER FIDELITY NATIONAL TITLE INSURANCE COMPANY FILE #A15196962)

PARCEL 1:
 THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWN 9 NORTH, RANGE 16 EAST, EXCEPTING THE EAST 20 RODS OF THE SOUTH 32 RODS THEREOF.

PARCEL 2:
 THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWN 9 NORTH, RANGE 16 EAST, EXCEPTING, COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 34, TOWN 9 NORTH, RANGE 16 EAST, THENCE NORTH 87 DEGREES 52 MINUTES 25 SECONDS WEST 1121.70 FEET ALONG THE SOUTH SECTION LINE TO THE POINT OF BEGINNING, RUNNING THENCE NORTH 87 DEGREES 52 MINUTES 25 SECONDS WEST 200.0 FEET ALONG THE SOUTH SECTION LINE, THENCE NORTH 02 DEGREES 37 MINUTES, 43 SECONDS EAST 290.0 FEET, THENCE SOUTH 87 DEGREES 52 MINUTES 25 SECONDS EAST 200.0 FEET, THENCE SOUTH 02 DEGREES 37 MINUTES 43 SECONDS WEST 290.0 FEET TO THE POINT OF BEGINNING.

PERMANENT EASEMENT AREA:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 34, TOWN 9 NORTH, RANGE 16 EAST, WORTH TOWNSHIP, SANILAC COUNTY, MICHIGAN; THENCE N03°43'07"W 1320.44 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 34 TO THE POINT OF BEGINNING; THENCE N86°06'08"E 658.27 FEET; THENCE S03°48'47"E 150.01 FEET; THENCE S86°06'08"W 657.87 FEET; THENCE S85°57'46"W 1320.33 FEET; THENCE N03°37'32"W 150.02 FEET; THENCE N85°57'46"E 1319.44 FEET TO THE POINT OF BEGINNING.

	CLIENT:	ITC TRANSMISSION	JOB: 1037-14-6277
	PROJECT:	ITCT - MICAH	DATE: 8/28/2014
			DWG.: 260-034-300-030-00
			REV.: 1
			BOOK/CREW: JL
			DRAWN BY: NPA
			CHECK BY: MT
			SHEET: 2 OF 2

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