



LIBER 994

PAGE 47



STATE OF MICHIGAN - GLADWIN COUNTY
RECORDED
ANN MANNING - REGISTER OF DEEDS
03/21/2013 12:02:55 PM

\$20.00 RECEIPT# 370, STATION
EASEMENT

2013 MAR 21 A 11: 23

TRANSMISSION LINE EASEMENT

On March 1, 2013, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors convey and warrant to Grantee, its successors and assigns, a permanent, perpetual easement (the "Easement") over, under, across and through a part of Grantors' Land called the Easement Area, as herein described.

Grantors are: Richard A. Risch and Nanette A. Risch, husband and wife, whose address is 2345 North Henderson Road, Davison, Michigan 48423, as to an undivided 1/2 interest, and Steven T. Risch and Mary Jo Risch, husband and wife, whose address is 7787 Hellems Road, Port Austin, Michigan 48467, as to an undivided 1/2 interest.

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

Grantors' Land is described as the Southeast 1/4 of the Southwest 1/4 of Section 14, Town 19 North, Range 1 West, Township of Gladwin, County of Gladwin and State of Michigan.

The Easement Area lies within the North 1/2 of Grantors' Land, and is more completely described as follows:

A 170-foot wide transmission line easement, the centerline of which begins at a point on the West line of the Southeast 1/4 of the Southwest 1/4 of Section 14, Town 19 North, Range 1 West, not more than 110 feet nor less than 70 feet South of the South 1/8 line of said Section, thence Easterly along and not more than 110 feet nor less than 70 feet South of the South 1/8 line to the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 14.

1. Purpose: The purpose of this Easement is to allow Grantee the right to enter at any time upon the Easement Area to (1) construct, operate, maintain, repair, rebuild, inspect, replace, improve, enlarge, upgrade 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, rebuild, inspect, replace, improve, enlarge or remove overhead electric equipment located on other land, and (3) 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: With the exception of any buildings or above-ground 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.

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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 for some time in the future.

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

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 Grantors' and Grantee's successors and assigns.

7. **Damage Repair:** Grantee shall, at its option, either repair or pay for, and hold Grantors harmless with regard to, any actual damage to Grantors' Land or Grantors' property, whether real property, personal property or a combination of both, resulting from Grantee's exercise of any of Grantee's rights under this Easement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damage to the extent that such damage results from Grantors' negligence. The term "actual damage" as used in this Section is not intended, nor does it include, damage to vegetation within the Easement Area resulting from the Grantee's exercise of its rights under Section 3.

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).

GRANTORS:

RICHARD A. RISCH

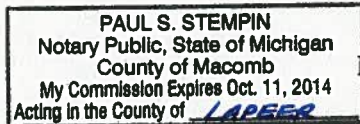
NANETTE A. RISCH

Richard A. Risch

Nanette A. Risch

Acknowledged before me in Lapeer County, State of Michigan, on this 1st day of MARCH, 2013 by Richard A. Risch and Nanette A. Risch, husband and wife.

Paul S. Stempin
PAUL S. STEMPIN, Notary Public
MACOMB County, Michigan
Acting in Lapeer County, Michigan
My Commission Expires OCT. 11, 2014



[Remaining signatures and acknowledgements continue on following page]



GRANTORS:

STEVEN T. RISCH

Steve T Risch

MARY JO RISCH

Mary Jo Risch

Acknowledged before me in Lapeer County, State of Michigan, on this 1st day of MARCH, 2013 by Steven T. Risch and Mary Jo Risch, husband and wife.

Paul S. Stempin

PAUL S. STEMPIN

MACOMB

, Notary Public

County, Michigan

County, Michigan

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

Acting in Lapeer

My Commission Expires OCT. 11, 2014

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

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



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RECEIPT# 370, STATION
\$20.00 AFFIDAVIT

2013 MAR 21 A 11:22

AFFIDAVIT TO CORRECT ERROR IN MATTER AFFECTING REAL PROPERTY

STATE OF MICHIGAN)
SS
COUNTY OF Lapeer)

Richard A. Risch and Nanette A. Risch, husband and wife, of 2345 N. Henderson Road, Davison, MI 48423 (the "Grantors"), being duly sworn, depose and state as follows:

1. We have knowledge of the facts stated herein and are competent to testify concerning such facts in open court.
2. That this Affidavit is filed pursuant to MCL 565.451a permitting affidavits stating facts relating to matters affecting realty and recording in the State of Michigan.
3. That Grantors transferred an undivided fifty percent (50%) interest in certain real property in Gladwin County, Michigan (the "Property"), to Steven T. Risch and Mary T. Risch, husband and wife, of 7787 Hellems Road, Port Austin 48467 by way of a Quit Claim Deed dated December 11, 2012 (the "Deed").
4. That the Deed was recorded at Liber 998, Page 332 with the Gladwin County, Michigan, Register of Deeds.,
5. That the Property in the Deed is described as follows:
The Southeast 1/4 of the Southwest 1/4 of Section 14, Township 19 North, Range 1 West, Gladwin Township, Gladwin County, Michigan.
6. That the Deed erroneously describes the names of the grantees as "Steven T. Risch and Mary T. Risch, husband and wife" (the "Erroneous Description").
7. That the Deed should have properly described the grantees as "Steven T. Risch and Mary Jo Risch, husband and wife" (the "Corrected Description"), as Steven T. Risch and Mary Jo Risch reside at 7787 Hellems Road, Port Austin, Michigan 48467 (the "Grantees").
8. That the error was solely the result of a scrivener's error and that Grantors fully intended to grant the interest in the Property to "Steven T. Risch and Mary Jo Risch, husband and wife" and that to the best of our knowledge there is no Steven T. Risch and Mary T. Risch, husband and wife that reside at 7787 Hellems Road, Port Austin, Michigan 48467.
9. That this Affidavit is made for the purpose of revising and amending the Deed to delete the Erroneous Description originally stated in the Deed and to replace it with the Corrected Description as stated in this Affidavit.
10. That, except as stated in this Affidavit, the Deed is unchanged, and in full force and effect.



11. That, as stated in the attached Exhibit A, Grantees consent to the correction of the Deed and the recording of this Affidavit with the Gladwin County Register of Deeds.

12. FURTHER, Affiants sayeth not.

Dated: MARCH 1, 2013

Richard A. Risch
RICHARD A. RISCH

Nanette A. Risch
NANETTE A. RISCH

Acknowledged before me in Lapeer County, State of Michigan, on this 1ST day of MARCH, 2013 by Richard A. Risch and Nanette A. Risch, husband and wife.

Paul S. Stempin
PAUL S. STEMPIN, Notary Public
MACOMB County, Michigan
Acting in Lapeer County, Michigan
My Commission Expires OCT. 11, 2014

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

Drafted by:

Patricia Murphy
International Transmission Company
27175 Energy Way
Novi, Michigan 48377

When recorded, return to:

Elaine Clifford
International Transmission Company
27175 Energy Way
Novi, Michigan 48377



EXHIBIT A

STEVEN T. RISCH AND MARY JO RISCH
CONSENT TO AFFIDAVIT TO CORRECT ERROR IN MATTER AFFECTING REAL PROPERTY

The undersigned agree that the Quit Claim Deed (the "Deed") described in the Affidavit to Correct Error in Matter Affecting Real Property, to which this Consent is attached (the "Affidavit"), contains an error describing our names. We further state that we reside at 7787 Hellems Road, Port Austin, Michigan 48467, and we hereby consent to the correction to the Deed and to the recording of the Affidavit with the appropriate recording official in the jurisdiction where the property described in the Deed is located, and further ratify and confirm that the Deed remains in full force and effect except as amended by the Affidavit.

Dated: MARCH 1, 2013

STEVEN T. RISCH

MARY JO RISCH

St T Risch

Mary Jo Risch

Acknowledged before me in LAPEER County, State of Michigan, on this 1ST day of MARCH, 2013 by Steven T. Risch and Mary Jo Risch, husband and wife.

Paul S. Stempin
PAUL S. STEMPIN, Notary Public
MACOMB County, Michigan
Acting in LAPEER County, Michigan
My Commission Expires OCT. 11, 2014

PAUL S. STEMPIN
Notary Public, State of Michigan
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