



March 2, 2017

Max Karker
3542 East Sparling Road
Kingsley, MI 49649

RE: Proposed construction of a wooden fence within an Electric Transmission Easement Strip in Section 15, T25N, R10W, Paradise Township, Grand Traverse County, Michigan

Dear Mr. Max Karker:

I am writing in response to your recent inquiry for permission to **install a wooden fence** within the International Transmission Company's ("ITC's") electric transmission easement, as operated under ITC's Michigan Electric Transmission Company, the said land is located in Section 15, Paradise Township, Grand Traverse County, Michigan. Landowners may use or allow others to use ITC's easement strip in any manner that does not unreasonably interfere with the exercise of ITC's easement rights.

It is our understanding that what you are proposing to build will be (the "Project") within METC's easement strip. Based on our review of your construction plan from your Exhibit A, ITC would not consider the Project to unreasonably interfere with the exercise of its easement rights, provided that the Project is located so that it does not now or hereafter 1) violate any provision of the National Electric Safety Code ("NESC"), including without limitation, the NESC clearance requirements; 2) block access to ITC's electric transmission structures by ITC's vehicles and equipment for purposes of exercising ITC's easement rights; and 3) preclude the construction of such additional electric transmission lines within the easement strip as ITC may, in its discretion, deem necessary or desirable, and further provided that the work necessary to complete the Project is completed in accordance with the requirements of the attached Exhibit A and Exhibit B Drawings as submitted.

ITC's sole purpose in reviewing the Project has been to determine whether it unreasonably interferes with ITC's easement. ITC has not and will not make any review of the Project to identify actual or potential safety hazards to persons or property. During the planning, design and construction of the Project, it is the sole responsibility of you and/or your contractor to identify and manage ALL safety issues, and to observe ALL applicable workplace and other relevant safety regulations. ITC makes no representation as to safety, and expressly disclaims all liability in any way related to the location of the proposed Project in its easement strip.

This letter should not be interpreted to limit or modify ITC's easement in any way, nor should it be interpreted to limit or modify such rights or interests as ITC or that you may have by virtue of the easement. ITC expressly reserves the right to use its easement strip for all purposes indicated in its easement, including but not limited to the construction, operation, and maintenance of utility facilities and the trimming and removal of trees. Without limiting the foregoing, ITC's use of the easement strip shall not be unreasonably restricted, limited, conditioned, or interfered with as a result of the Project. Should you have additional questions regarding ITC's easement or the information in this letter, please contact me at 248-946-3767.

Sincerely,

Steven J. Cooper
Real Estate Manager – Michigan Operations
ITC Holdings Corp.

16 TRACT 534-D114-2 MAP 2

Glenn I. Smith, et al
 Easement 7-7-66 8-22-66 273 231
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE
 BOARDMAN-WEXFORD 273 273 284000
 PARCEL #63
 Recorded 22nd day of AUGUST 1966 at 9:00 o'clock A.M.
 Lib. # 273 Page 284000

ACCOUNT NO. 59109
 MICHIGAN COUNTY Grand Traverse Paradise
 MUNICIPALITY SECTION 15 TOWN 25 N RANGE 10 W

RIGHT OF WAY
 Parcel #63
 Registered of Deeds
 Glenn L. Smith and Marjorie Smith, his wife, 5702 North 13th. Place, Phoenix, Arizona;
 James D. Brandon and Barbara J. Brandon, The Country Club Circle, Midwest City, Oklahoma;
 first part of, in consideration of One and no/100 dollars (\$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 warrant 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 com-
 munication 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 situate in the Township of Paradise, County of Grand Traverse, State of Michigan, to-wit:
 The West 1/2 of the Northeast 1/4 of Section 15, Township 25 North, Range 10 West.

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1967	581	Original Cost - IR-4, Exhibit 114a-4	\$		\$
Jul 1967	581		\$		\$
Oct 1968	521		\$		\$

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:
 In a Northerly and Southerly direction East of and not more than 120 ft. from the North and South 1/4 line of Section 15, Township 25 North, Range 10 West.

With full right and authority to the second party, its successors, licensees, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, paroling, improving, enlarging and maintaining such cables, conduits 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 trim, 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 herein authorized.

Second party to pay first party 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 7th day of July 1966.
 Signed, Sealed and Delivered in presence of
 Marjorie Smith (U.S.)
 Glenn L. Smith (U.S.)
 James D. Brandon (U.S.)
 Barbara J. Brandon (U.S.)
 On this 7th day of July 1966, before me, Notary Public for the County of Grand Traverse, Michigan, personally appeared
 Glenn L. Smith and Marjorie Smith
 to me known to be the same person as named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free and voluntary act.

Martin J. Kayser, Notary Public
 Martin J. Kayser, Commander, Philippine Section, Ohio
 Notary Public, US Coast Guard

PREPARED BY F. J. CUMMINGS, Notary Public
 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN



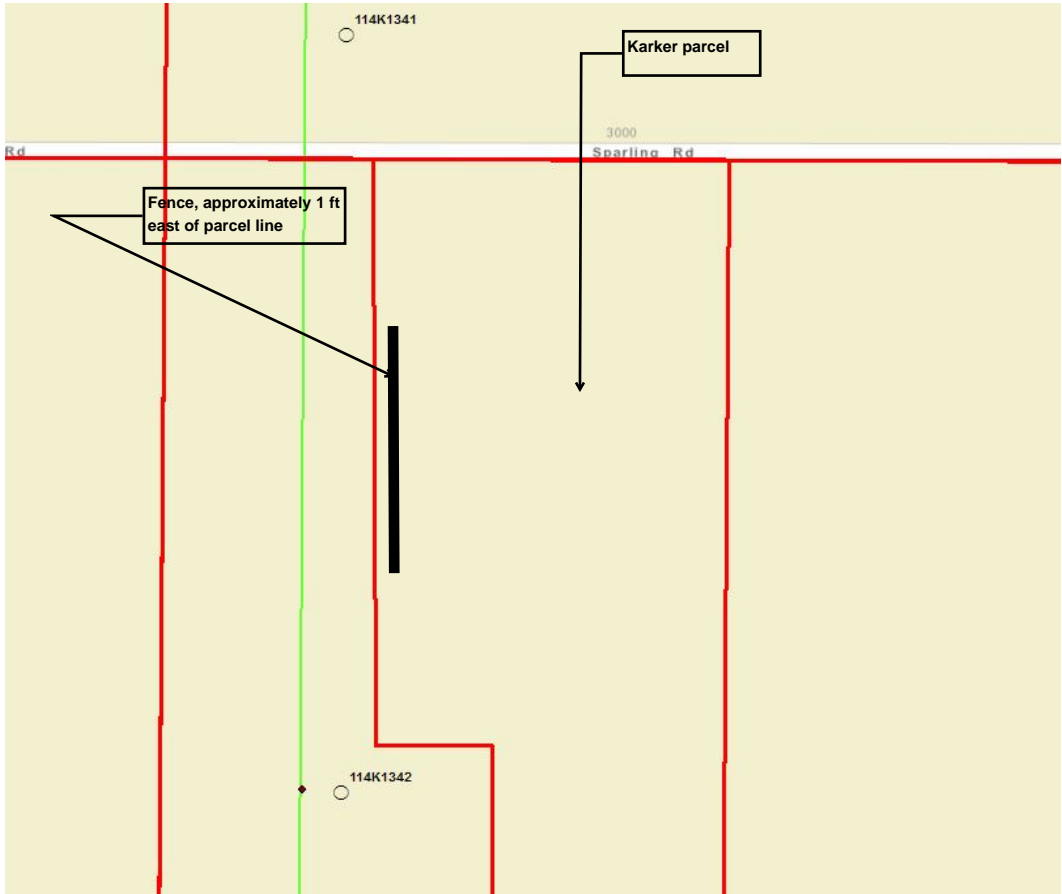


Exhibit A



Hunting Area: my house

45.93 Yards

FILTER

LIST

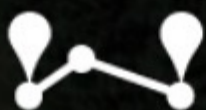
ft

yd

m



Line



Path



Cancel



March 2, 2017

To: Steve Cooper, Real Estate
ITC Holdings Corp

From: Gordie Halt, Asset Management
ITC Holdings Corp

Subject: Non-interference Request EEGT0174861

The Technical Solutions group has reviewed this request and calculates no concerns with induced voltages or space potential effects for the proposed design and location. Proper and safe practices must be followed and clearances maintained to keep personnel safe during the construction and operation of facilities adjacent to these ITC transmission lines.

Signed,

A handwritten signature in black ink, appearing to read 'Gordie Halt', is written over a horizontal line.

Gordon Halt



Date: March 1, 2017

To: Steve Cooper
Real Estate and Rights of Way
ITC Holdings Corp

From: Jessie Gruca
Line Maintenance Engineer, Asset Management
ITC Holdings Corp

Subject: Real Estate Request EEGT0174861
Non-Interference Request

The Asset Management group has reviewed the request from Max Karker seeking to install a 7.5 foot high wooden fence, running parallel to ITC line. The fence would run for approximately 120 feet, placed within 1 foot of ITC's property line in order to create some privacy. This will not interfere with the overhead line maintenance crews' ability to construct, inspect, maintain, repair, and operate any work on the structures or conductors.

This request is approved.

A handwritten signature in black ink that reads 'Jessie B. Gruca'. The signature is written in a cursive style and is positioned above a horizontal line.

Jessie B. Gruca, P.E.
Line Maintenance Engineer

Reply Reply All Forward IM



Thu 3/2/2017 3:09 PM

Welch, Clayton

RE: Non-Interference Request: Karker - EEGT0174861

To Cooper, Steven; Halt, Gordie; Keeler, Erin; Gruca, Jessica

Hey Steve

Sorry I just got to this. Planning has no plans at this time which concerns the Keystone – Wexford line at this time. So we approve.

Clayton Welch
Planning Engineer, Sr
Desk: (248) 946-3342
Cell: (734) 625-7610
ITC Holdings Corp.
27175 Energy Way
Novi, MI

From: Cooper, Steven
Sent: Tuesday, February 28, 2017 4:34 PM
To: Halt, Gordie; Keeler, Erin; Gruca, Jessica; Welch, Clayton
Subject: RE: Non-Interference Request: Karker - EEGT0174861

Gordie,
My apologies, some of my original information was supposed to have been in the PDF that I sent to you. I am updating the PDF for your consideration.

Here is my answer to your questions:

1. The fence would be 30 feet to the centerline, approximately 23 feet to the eastern wire (measured on Google Earth).
2. All fence materials are wood. The posts are 4x4 posts, cemented into the ground at 6ft intervals.
3. The 120 feet, is estimated. It would appear that his proposed fence would run 138 feet (45.93 yards).

 Reply  Reply All  Forward  IM




Thu 3/2/2017 1:09 PM

Keeler, Erin

RE: Non-Interference Request: **Karker** - EEGT0174861

To  Cooper, Steven;  Halt, Gordie;  Gruca, Jessica;  Welch, Clayton

Cc  DuPree, Ashley

 You replied to this message on 3/2/2017 2:00 PM.

Steve,

Design engineering approves this installation.

However, I do have a couple questions:

Why we did not follow the normal process with this request? Consumers is a very process driven company and they hold us to following established processes and procedures during our interactions with them. What was their reasoning for needing to deviate from the normal practice on this request and is there a certain reason we agreed to accommodate it? They have not been very lenient with ITC when we've asked to deviate from process in the past.

Thanks,

-Erin

From: Cooper, Steven

Sent: Tuesday, February 28, 2017 4:34 PM

To: Halt, Gordie <ghalt@itctransco.com>; Keeler, Erin <ekeeler@itctransco.com>; Gruca, Jessica <jgruca@itctransco.com>; Welch, Clayton <cwelch@itctransco.com>

Subject: RE: Non-Interference Request: **Karker** - EEGT0174861

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