



Real Estate Department

Work Order No.: A0004085
Circuit: Apple Blossom – Grassmere
Business Unit: ITCT

Date: October 19, 2017
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate
Subject: Electric Transmission Line Easement
Tax ID: 3217-016-013-50
Parcel ID: MI-HU-J3-026.000

Attached are the documents related to the acquisition of an easement dated May 15, 2017 to International Transmission Company (ITC) from Marilyn Smithers, whose address is 460 S. Elkton Rd, Elkton, MI 48731.

The easement was to acquire the property rights needed and located in part of the SE ¼ of Section 16, Oliver Township, Huron County, MI.

The consideration was \$16,381.65

The acquisition was negotiated by Steven Cooper, Manager, Real Estate.

Please incorporate into Right of Way File No: T73420

Attachment (s)

CC: M. Ely
R. Everett
S. Gagnon
J. Gruca
C. Scott
N. Spencer
M. Yoders
Fixedassetsgroup@itctransco.com



RECORDED
SHERI L. STANTON - REGISTER OF DEEDS
08/23/2017 2:20:54 PM

ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Electric Transmission Line Easement Agreement (the "Agreement") is made this 15 day of May, 2017, by and between Smithers Living Trust under agreement dated December 2, 2003, with an address of 460 S. Elkton Road, Elkton Michigan, 48731 ("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 certain real property more particularly described on the attached Exhibit "A" (the "Easement Area").

WHEREAS, Grantor desires to convey to Grantee a perpetual easement upon, under, across and through 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 Line or 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



upgrade, improve, maintain, operate, inspect, replace, repair, patrol 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 ("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. 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; and

For purposes of this Agreement, the term "Telecommunications Line or 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 property damaged, including but not limited to any actual damage done to drain tiles or other farming equipment (collectively



referred to as "Equipment") caused by Grantee Parties' exercise of any of Grantee's rights under this Agreement. In lieu of the foregoing, Grantor may elect to undertake such repair or replacement of the Equipment and Grantee shall reimburse the Grantor for the actual and reasonable cost of such repair or replacement. 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. **Disposition of Spoils.** Grantee shall remove and/or leave all excess spoil dirt, rocks and clay ("Spoil Dirt") at Grantee's sole expense and in accordance with the following: Grantor shall have the right to elect that: (1) Grantee pile Spoil Dirt and leave such Spoil Dirt at a location on the Easement Area or other land owned by Grantor as approved by Grantor; or (2) Grantee remove from Grantor's land all Spoil Dirt and dispose of such Spoil Dirt.

4. **Prohibited Fences.** Grantee shall not erect a fence in the Easement Area.

5. **Binding effect.** This conveyance shall be permanent, shall run with the land, and shall be binding upon the parties' successors and assigns.

6. **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).



R1613 18 4

EXHIBIT "A"

DESCRIPTION OF EASEMENT AREA



GRANTOR:

Marilyn L. Smithers
Marilyn L. Smithers, Trustee

Acknowledged before me in Huron County, State of Michigan, on this 15 day of May, 2017, by Marilyn L. Smithers as Trustee of the Smithers Living Trust under agreement dated December 2, 2003.

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

Heidi M. Weber
Notary Public
State of Michigan
County of Huron
My Commission Expires
May 2, 2018

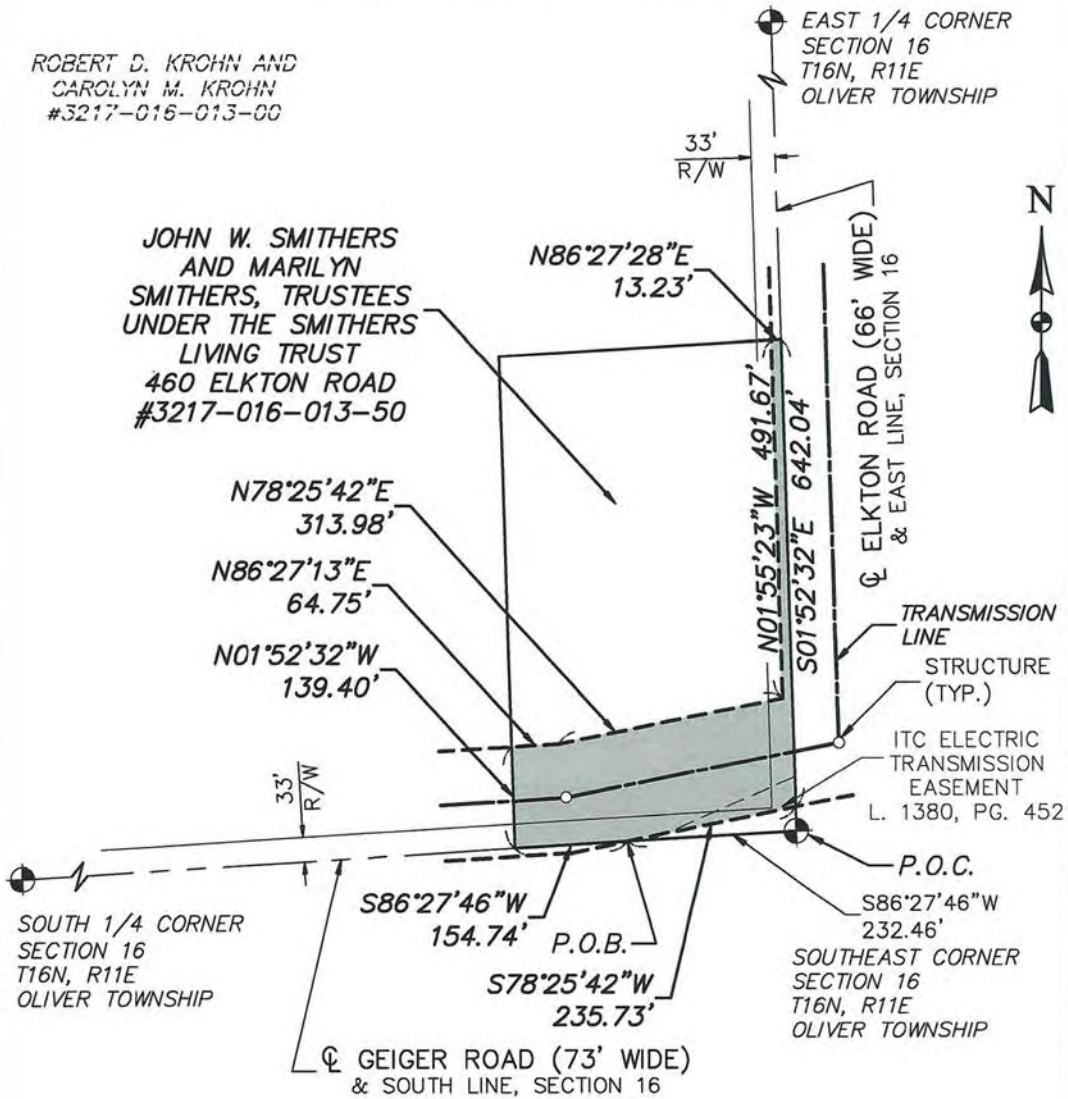
Drafted by:
Jenny Kim D'Anna (P66234)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

When recorded return to:
ITC Holdings Corp.
Attn: Steve Boggemes, Real Estate
27175 Energy Way
Novi, MI 48377

EXHIBIT A

BEING A PART OF SECTION 16, TOWN 16 NORTH, RANGE 11 EAST,
OLIVER TOWNSHIP, HURON COUNTY, MICHIGAN

ROBERT D. KROHN AND
CAROLYN M. KROHN
#3217-016-013-00



NOTE: THIS IS NOT A
BOUNDARY SURVEY

LEGEND

- TRANSMISSION LINE
- PERMANENT EASEMENT AREA
- DESCRIBED EASEMENT - BEARINGS
BASED ON MICHIGAN STATE PLANE
COORDINATES, NAD83, SOUTH ZONE,
INTERNATIONAL FOOT
- SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STRUCTURE LOCATION

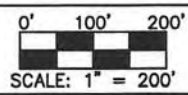
MI-HU-J3-026.000

JOHN W. SMITHERS AND MARILYN
SMITHERS, TRUSTEES UNDER THE
SMITHERS LIVING TRUST
460 ELKTON ROAD
3217-016-013-50
QUIT CLAIM DEED
LIBER 1043, PAGE 585

Total Easement area 1.47 Acres,
Total Easement area less road
Right-of-Way 1.00 Acres



CLIENT:	ITC TRANSMISSION	JOB: 1054-16-7765
PROJECT:	ITC - J340	DATE: 04-06-17
METRO CONSULTING ASSOCIATES Relationships Reputation Results 800.525.6016 www.metroca.net		REV.: --
		REV.: --
		BOOK/CREW: JE
		DRAWN BY: TR
		CHECK BY: MT
		SHEET: 1 OF 2



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PERMANENT EASEMENT AREA:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWN 16 NORTH, RANGE 11 EAST, OLIVER TOWNSHIP, HURON COUNTY, MICHIGAN; THENCE S86°27'46"W 232.46 FEET ALONG THE SOUTH LINE OF SAID SECTION 16 AND THE CENTERLINE OF GEIGER ROAD TO THE **POINT OF BEGINNING**; THENCE CONTINUING S86°27'46"W 154.74 FEET ALONG SAID SOUTH LINE OF SECTION 16 AND SAID CENTERLINE OF GEIGER ROAD; THENCE N01°52'32"W 139.40 FEET; THENCE N86°27'13"E 64.75 FEET; THENCE N78°25'42"E 313.98 FEET; THENCE N01°55'23"W 491.67 FEET; THENCE N86°27'28"E 13.23 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16 AND THE CENTERLINE OF ELKTON ROAD; THENCE S01°52'32"E 642.04 FEET ALONG SAID EAST LINE OF SECTION 16 AND SAID CENTERLINE OF ELKTON ROAD; THENCE S78°25'42"W 235.73 FEET TO THE POINT OF BEGINNING.

	CLIENT: ITC TRANSMISSION	JOB: 1054-16-7765 DATE: 04-06-17
	PROJECT: ITC - J340	REV.: -- REV.: --
 METRO CONSULTING ASSOCIATES Relationships Reputation Results 800.525.6016 www.metroca.net	BOOK/CREW: JE	DRAWN BY: TR
	CHECK BY: MT	SHEET: 2 OF 2

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