



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](mailto:mwalker@itctransco.com)  
Real Estate  
Subject: Electric Transmission Line Easement  
Tax ID: 3217-016-011-70  
Parcel ID: MI-HU-J3-028.000

Attached are the documents related to the acquisition of an easement dated June 1, 2017 to International Transmission Company (ITC) from Ralph and Lucille Posade, whose address is 5440 Geiger Rd, Elkton, MI 48731.

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

The consideration was \$19,486.41

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

Please incorporate into Right of Way File No: T73422

Attachment (s)

CC: M. Ely  
R. Everett  
S. Gagnon  
J. Gruca  
C. Scott  
N. Spencer  
M. Yoders  
[Fixedassetsgroup@itctransco.com](mailto: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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Ralph R. Posade and Lucille D. Posade, Husband and Wife , with an address of 5440 Geiger 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



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).





(c) enter upon and cross the Easement Area to access, construct, reconstruct, modify, 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



GRANTOR:

Ralph R. Posade  
Ralph R. Posade

GRANTOR:

Lucille D. Posade  
Lucille D. Posade

Acknowledged before me in Huron County, State of Michigan, on this 1 day of June, 2017, by Ralph R. Posade and Lucille D. Posade, Husband and Wife.

Mary C. Forman  
\_\_\_\_\_, Notary Public  
Huron County, MI  
Acting in Huron County, MI  
My Commission Expires 1-18-2018

**MARY C. FORMAN**  
Notary Public, Huron County, Michigan  
My commission expires January 18, 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



R1613 5 5

EXHIBIT "A"

DESCRIPTION OF EASEMENT AREA



# EXHIBIT A

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

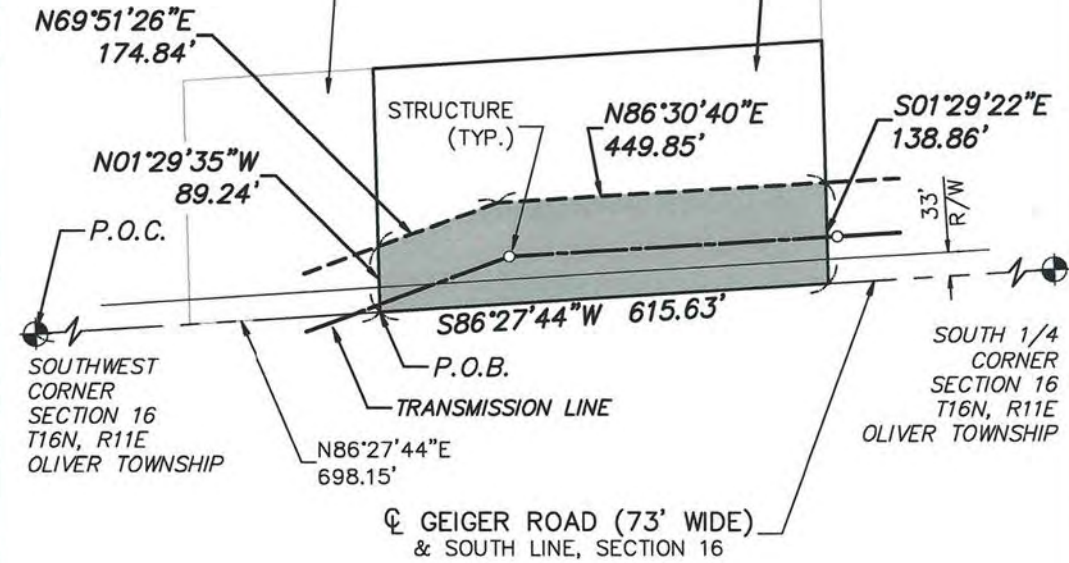
ROBERT D. KROHN AND  
CAROLYN M. KROHN  
#3217-016-011-60

ROBERT D. KROHN AND  
CAROLYN M. KROHN  
#3217-016-012-00



LUCILLE D. POSADE AND  
RAPLH R. POSADE,  
TRUSTEES OF THE LUCILLE  
D. AND RAPLH R. POSADE  
REVOCABLE LIVING TRUST  
#3217-016-011-50

THE LUCILLE D. POSADE  
AND RAPLH R. POSADE  
REVOCABLE LIVING TRUST  
UNADDRESSED PARCEL  
3217-016-011-70



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-J3-028.000**

THE LUCILLE D. POSADE AND  
RALPH R. POSADE REVOCABLE  
LIVING TRUST  
UNADDRESSED PARCEL  
3217-016-011-70  
QUIT CLAIM DEED  
LIBER 1505, PAGE 1

Total Easement area 1.87 Acres,  
Total Easement area less road  
Right-of-Way 1.40 Acres

0' 100' 200'  
SCALE: 1" = 200'

CLIENT: ITC TRANSMISSION

PROJECT: ITC - J340

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

JOB: 1054-16-7765
DATE: 04-06-17
REV.: 05-19-17
REV.: --
BOOK/CREW: JE
DRAWN BY: TR
CHECK BY: MT
SHEET: 1 OF 2

LIBER 1613 PAGE 6

A1613 5 B

**PERMANENT EASEMENT AREA:**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWN 16 NORTH, RANGE 11 EAST, OLIVER TOWNSHIP, HURON COUNTY, MICHIGAN; THENCE N86°27'44"E 698.15 FEET ALONG THE SOUTH LINE OF SAID SECTION 16 AND THE CENTERLINE OF GEIGER ROAD TO THE **POINT OF BEGINNING**; THENCE N01°29'35"W 89.24 FEET; THENCE N69°51'26"E 174.84 FEET; THENCE N86°30'40"E 449.85 FEET; THENCE S01°29'22"E 138.86 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 16 AND THE CENTERLINE OF GEIGER ROAD; THENCE S86°27'44"W 615.63 FEET ALONG SAID SOUTH LINE OF SECTION 16 AND THE CENTERLINE OF GEIGER ROAD TO THE POINT OF BEGINNING.

	CLIENT: <b>ITC TRANSMISSION</b>	JOB: 1054-16-7765 DATE: 04-06-17
	PROJECT: <b>ITC - J340</b>	REV.: 05-19-17 REV.: --
 <b>METRO CONSULTING ASSOCIATES</b> Relationships   Reputation   Results 800.525.6016 www.metroca.net	BOOK/CREW: JE	DRAWN BY: TR
	CHECK BY: MT	SHEET: 2 OF 2

