



Real Estate Department

Work Order No.: A0002939
Circuit: Thumb Loop
Business Unit: ITCT

Date: October 26, 2017
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate
Subject: Transmission Line Easement
Tax ID: 3206-017-003-00
Parcel ID: MI-HU-217.000

Attached are the documents related to the acquisition of an Easement dated January 30, 2012 by International Transmission Company (ITC) from Douglas and Christine Krohn, whose address is 7986 Bay Dr, Pigeon, MI 48755.

The easement was to acquire the property right needed and located in Section 17, Colfax Township, Huron County, MI.

The easement consideration was \$1,232.00

The acquisition was negotiated by Universal Field Services.

Please incorporate into Right of Way File No.: T72441

Attachments

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



LIBER 1395 PAGE 784



STATE OF MICHIGAN-HURON COUNTY
RECORDED
SHERI L. STANTON - REGISTER OF DEEDS
04/26/2012 8:38:50 AM

PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

**Michigan Thumb Loop
Tract # MI-HU-1-217.000**

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 30th day of January, 2012, by and between **Douglas Krohn and Christine L. Krohn, husband and wife** with an address of 7986 Bay Drive, Pigeon, MI 48755 ("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, warrants 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, to:

(a) access, construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove an electric transmission line or 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

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STATE OF MICHIGAN - HURON COUNTY
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(c) enter upon and cross the Easement Area to construct, operate, maintain, repair, inspect, replace, improve, modify, enlarge and remove similar facilities on other land(s); and (d) have ingress and egress to the Easement Area on, over and across lands owned by the Grantor at reasonable location(s) mutually agreeable to Grantor and Grantee for the above-described purposes, except 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; 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 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. 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

(f) 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

(g) at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush located outside the Easement Area, which in the opinion of the Grantee may interfere with the safety, proper operation and/or maintenance of Grantee's Facilities. Grantee's poles and/or towers shall be located on the centerline of the Easement Area. 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 any portions of the Easement Area or other lands owned by Grantor damaged by Grantee's temporary placement of surface improvements for the Grantee's construction, operation, maintenance, repair, reconstruction and use of Grantee's Facilities; and

(b) repair or replace at Grantee's sole expense any actual damage located within the Easement Area or other lands owned by Grantor, including but not limited to any actual damage done to drain tiles which sustain damage arising from Grantee's construction, operation, maintenance, repair, reconstruction and use of Grantee's Facilities. 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) Upon Grantee's completion of initial construction of Grantee's Facilities, Grantee shall reimburse Grantor the value of any growing crops damaged by Grantee's construction activities. If it becomes necessary to re-enter the described lands after initial construction for the continued operation, maintenance, repair, reconstruction and use of Grantee's Facilities, Grantee shall reimburse Grantor the value of any growing crops damaged by Grantee's activities.

3. **Covenants of Grantor.** Grantor hereby covenants, promises, agrees and acknowledges that at the execution and delivery of this instrument it is the lawful owner of the Easement Area and is seized of a good and indefeasible fee simple estate therein, and subject to existing easements of record will warrant and defend Grantee's and Grantee's successors' and assigns' right to the quiet and peaceable possession of the same for the purposes described herein, forever, against all persons lawfully claiming the same.

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).

GRANTOR:

Douglas Krohn
Douglas Krohn

Christine L. Krohn
Christine L. Krohn

Acknowledged before me in Pasco County, State of Florida, on this 30 day of January, 2012, by **Douglas Krohn and Christine L. Krohn, husband and wife.**



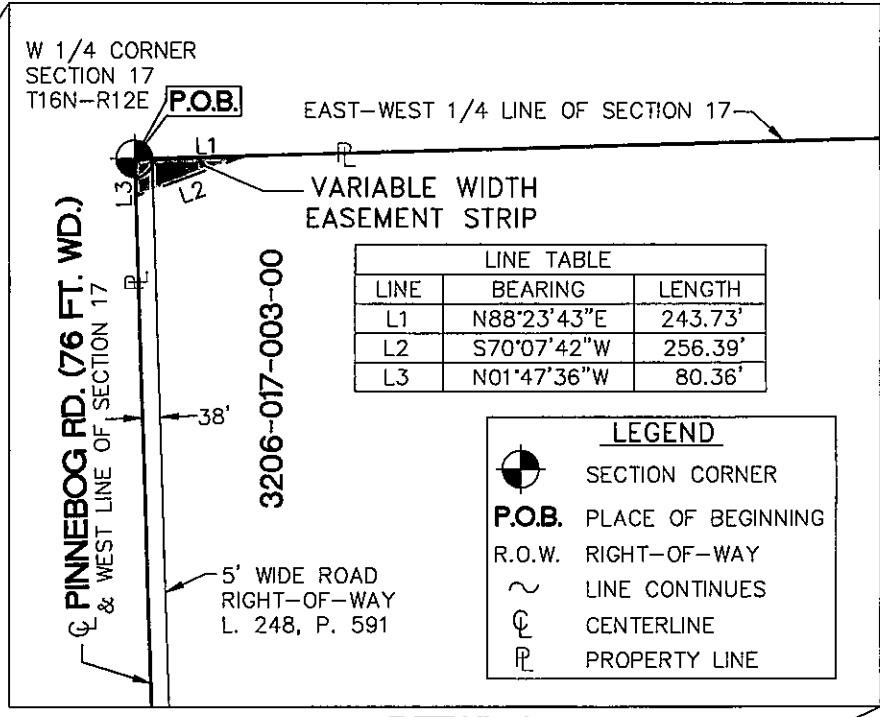
Kimberley L. Norton, Notary Public
Pasco County, Florida
Acting in _____ County, _____
My Commission Expires _____

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

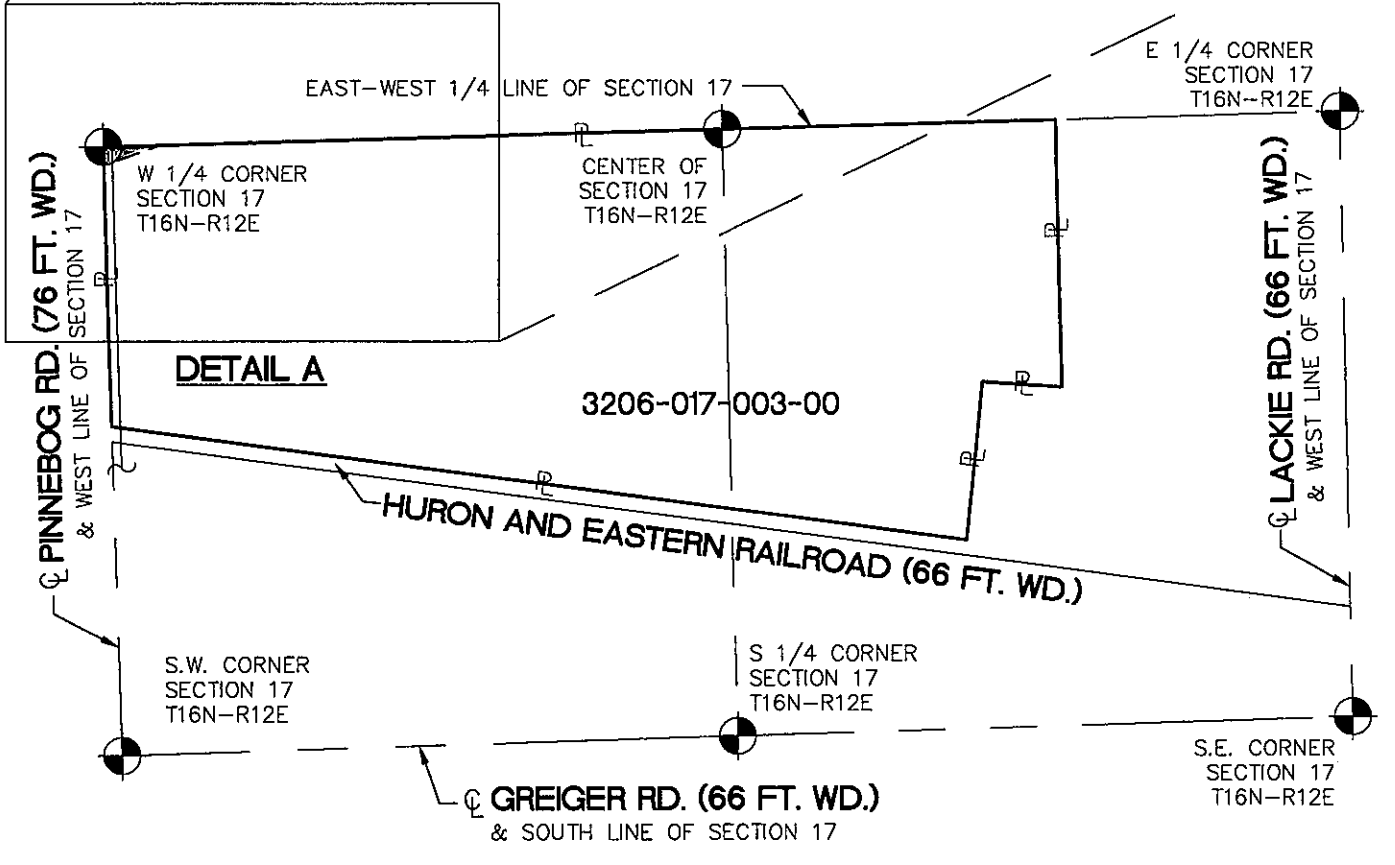
When recorded return to:
Universal Field Services, Inc.
222 Park Ave., Suite 2
Bad Axe, MI 48413



EXHIBIT A
HURON COUNTY, MICHIGAN
COLFAX TOWNSHIP
SECTION 17, TOWNSHIP 16 NORTH, RANGE 12 EAST
BEING A PART OF THE SOUTH 1/2 SECTION 17



DETAIL A
SCALE 1"=400'

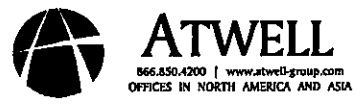


DESCRIPTION OF A VARIABLE WIDTH EASEMENT STRIP.

BEGINNING at the West 1/4 corner of Section 17, T16N, R12E, Colfax Township, Huron County, Michigan; thence N88°23'43"E 243.73 feet along the East-West 1/4 line of said Section 17; thence S70°07'42"W 256.39 feet; thence N01°47'36"W 80.36 feet along the West line of said Section 17 and the centerline of Pinnebog Road (76 feet wide) to the Place of Beginning, being a part of the Southwest 1/4 of said Section 17, containing 0.22 acres of land, more or less.

Total Easement Width: Variable
Total Easement Area: 0.22± Acres
Total Easement Area Less Road R/W: 0.16± Acres

NOTE: ALL MEASUREMENTS SHOWN ARE GRID VALUES BASED ON MCS SOUTH ZONE, INTERNATIONAL FEET (NAD83).



MICHIGAN THUMB LOOP

JOB No. 10001910

DGN. NO. 10001910EA-118-HU118.DWG

NO.	REVISION	DATE	APPR.	
1	REVISE EASEMENT	10/4/11	LMD	
SCALE	DATE	DRAWN	CHECKED	APPROVED
1" = 400'	8/10/11	DAS	LMD	JRC
1" = 800'				

TRACT No. MI-HU-1-217.000
TAX ID #3206-017-003-00
DOUGLAS & CHRISTINE L. KROHN
HU118