



LIBER 1411 PAGE 542



STATE OF MICHIGAN-HURON COUNTY
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SHERI L. STANTON - REGISTER OF DEEDS
08/16/2012 1:53:10 PM

MEMORANDUM OF ELECTRIC TRANSMISSION LINE
POSSESSION AND USE LICENSE

Drafted By and Upon
Recording, Return to:

Jenny Kim D'Anna, Esq.
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

COUNTY OF HURON)
)
STATE OF MICHIGAN)

**MEMORANDUM OF ELECTRIC TRANSMISSION LINE POSSESSION AND USE
LICENSE**

[PROJECT PARCEL NO. HU 240.000]

This Memorandum of Electric Transmission Line Possession and Use Agreement (the "Memorandum") is made this 9th day of April, 2012 (the "Effective Date"), between Elvin Farms, Inc., with a mailing address of 4680 Baldwin Road, Metamora, MI 48455 ("Grantor") and International Transmission Company d/b/a ITC *Transmission*, whose address is 27175 Energy Way, Novi, MI 48377 ("Grantee" or "ITC"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

172671

1. Property. Grantor is the owner of certain real property located in Huron County, Michigan and more specifically described on attached **Exhibit A** (the "Property").
2. Possession and Use License. Grantor and Grantee have entered into that certain Possession and Use License and Agreement Waiving Necessity Challenge dated



STATE OF MICHIGAN - HURON COUNTY
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April 9th, 2012 ("Agreement"), which grants ITC certain rights in accordance with the terms of Easement attached hereto as **Exhibit B.**

3. **Term.** The Agreement shall remain in force and effect until the later of: (1) six (6) months (unless mutually extended by the parties in writing) from the Effective Date of the Agreement; or (2) the date ITC obtains an order from a Court with competent jurisdiction, in a condemnation proceeding, vesting title and possession of the Easement are in ITC, in accordance with the form of Easement attached hereto as Exhibit B.

[Signature page follows]



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IN WITNESS WHEREOF, Grantor and Grantee have caused this Memorandum to be duly executed as of the Effective Date.

GRANTOR:

Frank M. Elvin

On behalf of Elvin Farms, Inc.

Acknowledged before me in Oakland County, State of Michigan, on this 9th day of April, 20 12, by Frank M Elvin.

Michelle M Phelan, Notary Public

Lapeer County, MI
Acting in Oakland County, MI
My Commission Expires 12/19/12

MICHELLE M. PHELAN
NOTARY PUBLIC
STATE OF MICHIGAN, COUNTY OF Lapeer
MY COMMISSION EXPIRES 12/19/2012
ACTING IN THE COUNTY OF Oakland



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GRANTEE:



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INTERNATIONAL TRANSMISSION COMPANY,
A Michigan corporation, d/b/a ITC Transmission

By: ITC Holdings Corp., a Michigan corporation, its sole owner

By:

Christine Mason Soneral

Its: Vice President and General Counsel Utility Operations

Acknowledged before me in OAKLAND County, State of Michigan, on this 27th day of MAY, 2012, by CHRISTINE MASON SONERAL

Linda E. Sweeney
LINDA E. SWEENEY, Notary Public
WAYNE County, MICHIGAN
Acting in OAKLAND County, MICHIGAN
My Commission Expires 5/26/2015

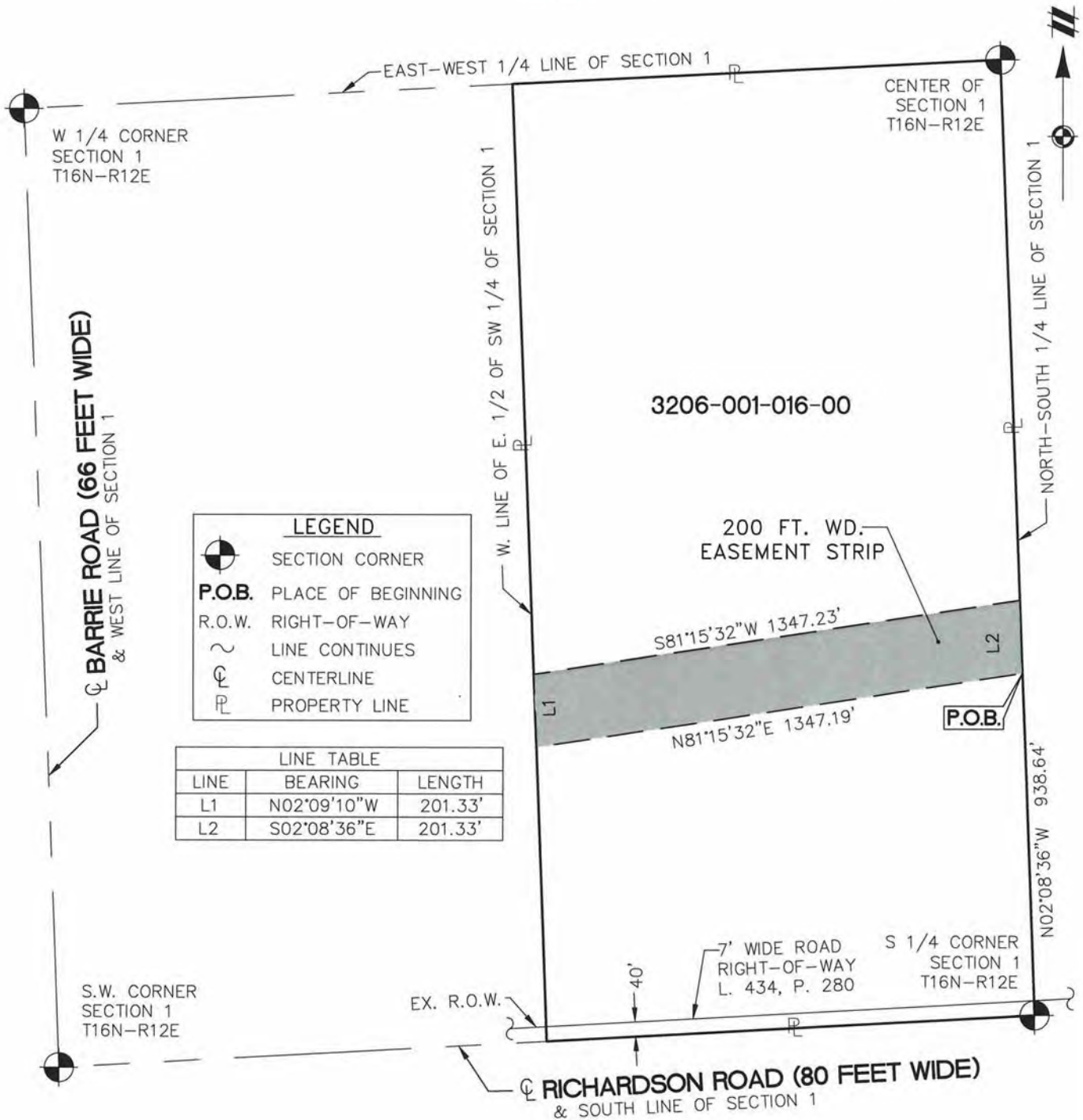


LINDA E. SWEENEY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires May 26, 2015
Acting in the County of OAKLAND

EXHIBIT A
HURON COUNTY, MICHIGAN
 COLFAX TOWNSHIP
 SECTION 1, TOWNSHIP 16 NORTH, RANGE 12 EAST
 BEING A PART OF THE SOUTHWEST 1/4 SECTION 1



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LEGEND	
	SECTION CORNER
	P.O.B. PLACE OF BEGINNING
	R.O.W. RIGHT-OF-WAY
	LINE CONTINUES
	CENTERLINE
	PROPERTY LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°09'10"W	201.33'
L2	S02°08'36"E	201.33'

DESCRIPTION OF A 200 FOOT WIDE EASEMENT STRIP

Commencing at the South 1/4 Corner of Section 1, T16N, R12E, Colfax Township, Huron County, Michigan; thence N02°08'36"W 938.64 feet along the North-South 1/4 line of said Section 1 for a **PLACE OF BEGINNING**; thence S81°15'32"W 1347.19 feet; thence N02°09'10"W 201.33 feet along the West line of the East 1/2 of the Southwest 1/4 of said Section 1; thence N81°15'32"E 1347.23 feet; thence S02°08'36"E 201.33 feet along the North-South 1/4 line of said Section 1 to the Place of Beginning, being a part of the Southwest 1/4 of said Section 1, containing 6.19 acres of land, more or less.

Total Easement Width: 200 Feet
 Total Easement Area: 6.19± Acres

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

<p>ATWELL 866.850.4200 www.atwell-group.com OFFICES IN NORTH AMERICA AND ASIA</p> <p>MICHIGAN THUMB LOOP</p> <p>JOB No. 10001910</p> <p>DGN. NO. 10001910EA-143-HU143.DWG</p>	NO.	REVISION	DATE	APPR.	<p>TRACT No. MI-HU-1-240.000 TAX ID #3206-001-016-00 ELVIN FARMS INCORPORATED HU143</p>
	SCALE	DATE	DRAWN	CHECKED	
	1" = 400'	8/11/11	DAS	LMD	JRC



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ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Electric Transmission Line Easement Agreement (the "Agreement") is made this _____ day of _____, 20____, by and between _____, with an address of _____ ("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 is required 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, independent or otherwise (collectively referred to as "Grantee Parties"), to:

(a) access, construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove the overhead electric transmission line described in the order of the Michigan Public Service Commission dated February 25, 2011, Docket U-16200 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

(c) enter upon and cross the Easement Area to construct, operate, maintain, repair, inspect, replace, improve, modify, enlarge 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 with reasonable 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. The terms of this provision shall not prohibit Grantor from farming within or outside the Easement Area, provided, however, that Grantee shall have the right to remove or destroy crops to the extent they interfere with Grantee's rights under the Easement, in which case any damage to growing crops shall be reimbursed in accordance with Paragraph 2(c) of this Easement Agreement; and

(h) 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 as nearly as possible to its former condition, to Grantor's reasonable satisfaction, 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. ITC agrees to work in good faith with the Grantor to accomplish the foregoing, 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 within or outside the Easement Area 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).

GRANTOR:

Acknowledged before me in _____ County, State of Michigan, on this _____ day of _____, 20____, by _____.

_____, Notary Public
_____, County, _____
Acting in _____ County, _____
My Commission Expires _____

Drafted by:
Jenny Kim D'Anna (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

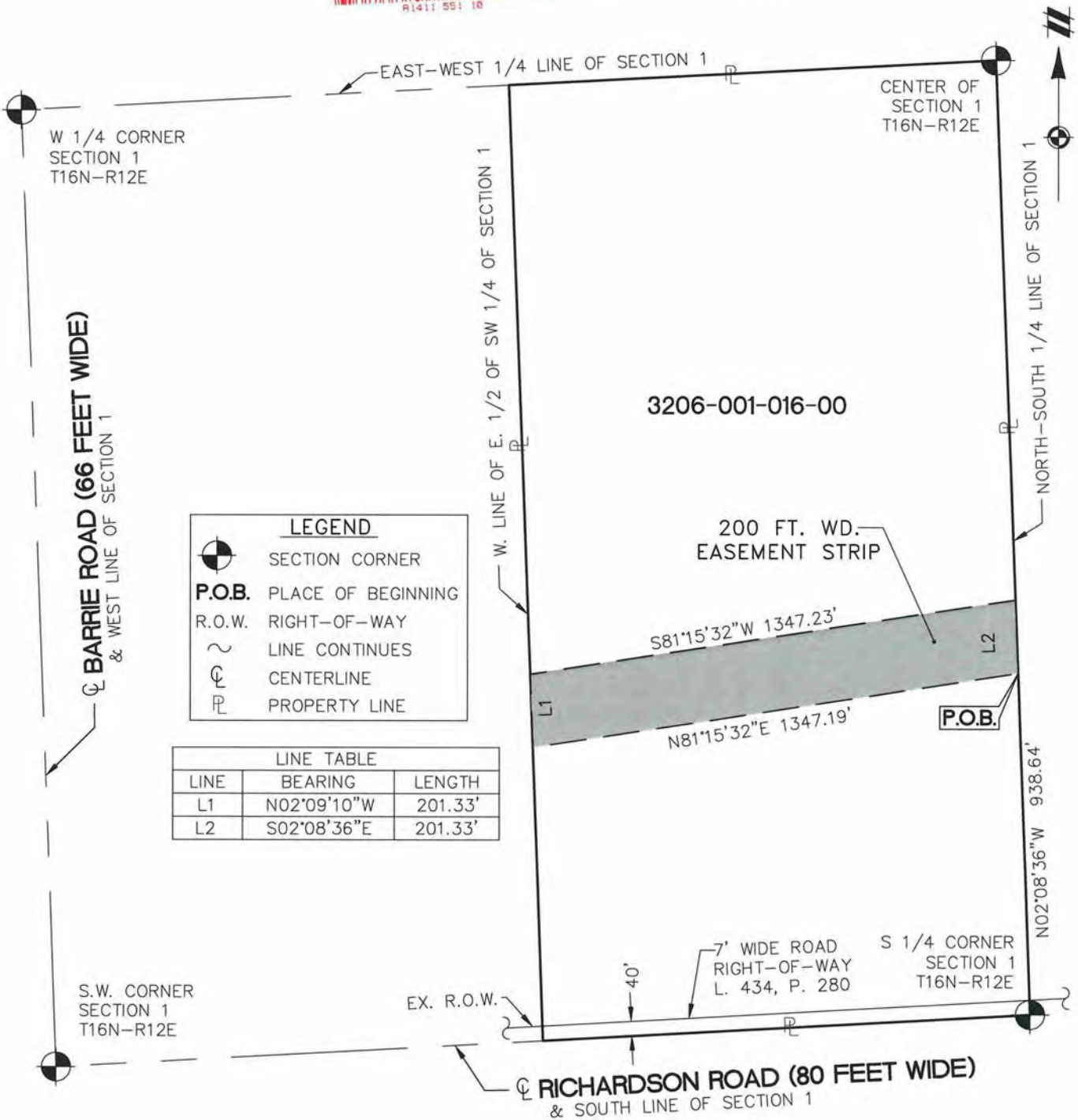


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HURON COUNTY, MICHIGAN
 COLFAX TOWNSHIP
 SECTION 1, TOWNSHIP 16 NORTH, RANGE 12 EAST
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MICHIGAN THUMB LOOP

JOB No. 10001910

DGN. NO. 10001910EA-143-HU143.DWG

NO.	REVISION	DATE	APPR.

SCALE	DATE	DRAWN	CHECKED	APPROVED
1" = 400'	8/11/11	DAS	LMD	JRC

TRACT No.
MI-HU-1-240.000
TAX ID #3206-001-016-00
ELVIN FARMS
INCORPORATED
HU143