



Real Estate Department

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

Date: October 30, 2017
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate
Subject: Transmission Line Easement
Tax ID: 3206-001-016-00
Parcel ID: MI-HU-240.000

Attached are the documents related to the acquisition of an Easement dated October 3, 2013 to International Transmission Company (ITC) from Elvin Farms, Inc, whose address is 4680 Baldwin Rd, Metamora, MI 48455.

The easement is located in Section 1, Colfax Township, Huron County, MI.

The easement consideration was \$37,663.00

The acquisition was negotiated by Dykema Gossett PLLC.

Please incorporate into Right of Way File No.: T72671

Attachments

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



STATE OF MICHIGAN - HURON COUNTY
RECORDED
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10/03/2013 2:22:23 PM

STATE OF MICHIGAN

CIRCUIT COURT FOR THE COUNTY OF HURON

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

Plaintiff,

vs.

ELVIN FARMS INCORPORATED; HURON
COUNTY ROAD COMMISSION; COUNTY
OF HURON; HERFORD BROTHERS;
HERFORD FARMS, INC.; and STATE OF
MICHIGAN DEPARTMENT OF
AGRICULTURE AND RURAL
DEVELOPMENT,

Defendants.

Civil Action No. 13-105191-CC

Honorable M. Richard Knoblock

HU-240



**STIPULATED ORDER CONFIRMING
TITLE, TRANSFERRING POSSESSION
AND CONFIRMING PAYMENT OF
ESTIMATED JUST COMPENSATION
AND FOR OTHER RELIEF**

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STIPULATED ORDER CONFIRMING TITLE, TRANSFERRING POSSESSION AND CONFIRMING PAYMENT OF ESTIMATED JUST COMPENSATION AND FOR OTHER RELIEF

At a session of the Court held in the Courthouse in the County of Huron, State of Michigan, on

9-24-13

Present: Hon. M. RICHARD KNOBLOCK

This matter is before the Court pursuant to the filing of a Condemnation Complaint by Plaintiff International Transmission Company, d/b/a *ITCTransmission* (“ITC”) for the acquisition of an Electric Transmission Line Easement (“Easement”) related to land identified as Tax Parcel No. 3206-001-016-00, (the “Property”) in the County of Huron, State of Michigan and the Court being fully advised in the premises:

WHEREAS, on or about April 9, 2012, ITC entered into a Possession and Use License and Agreement Waiving Necessity Challenge (“Agreement”) with Defendant Elvin Farms Incorporated (“Fee Owner”), which Agreement granted ITC possession and use of the Property in accordance with all rights pursuant to the Easement for a limited and defined period of time that terminates when this Court enters an order vesting title and possession of the Easement in ITC.

WHEREAS, the Agreement provided for a License Payment to be paid to the Fee Owner by ITC equal to the Estimated Just Compensation (“EJC”) as defined by MCL 213.55 and the Fee Owner agreed that the License Payment shall be deducted from any just compensation due to them in this condemnation action;

WHEREAS, on April 16, 2013, ITC filed a Complaint for Condemnation for an Electrical Transmission Line Right-Of-Way (“Complaint”) seeking an Electric Transmission Line Easement;



WHEREAS, pursuant to MCL 213.55(5), ITC deposited certain funds in escrow with Seaver Title Agency, LLC (“Escrow Agent”), totaling the amount of the EJC;

WHEREAS, the Fee Owner has already been paid the License Payment, in an amount equal to the EJC, and no other defendant is claiming a portion of the EJC;

WHEREAS, pursuant to the Agreement the Fee Owner stipulated and agreed to the necessity of the project for which the Easement is needed and to the necessity for the taking of said Easement on the Property and waived hearing on the issue of necessity.

WHEREAS no other defendant in this matter filed a motion challenging necessity as required by MCL 213.56(1) and therefore, pursuant to MCL 213.57(1) and applicable case law, the right in this action to file such a challenge was waived;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Title to those rights in the real property described in the Electric Transmission Line Easement Agreement attached to the Complaint and attached to this Stipulated Order as Exhibit 1 (“Easement,”) is hereby confirmed to have vested with ITC on April 16, 2013, the date the Complaint was filed.

2. Pursuant to the terms of the Agreement, the total EJC has been paid to the Fee Owner. No other defendant to this action is making a claim for any portion of the EJC, and, as such, the escrow funds may be released from escrow and returned to ITC.

3. Physical possession of the property rights as set forth in the Easement shall permanently vest in ITC as of the date of entry of this Order.

4. The terms of this Order shall not be deemed to waive or limit the Fee Owner’s rights or the rights of any other defendant that has plead or otherwise defended, to seek additional just compensation as provided in the Uniform Condemnation Procedures Act, MCL 213.51, *et seq.* (“UCPA”).



- 5. The preliminary schedule for this matter shall be as follows:
 - a. Written claims shall be filed as set forth in MCL 213.55(3)(a);
 - b. Pursuant to MCL 213.55(3)(b), the parties shall make a mutual simultaneous exchange of Defendant's appraisal report and ITC's updated appraisal report, if any, on January 24, 2014.
- 7. A further scheduling order shall be set by this Court.
- 8. Plaintiff may record this Order with the Huron County Register of Deeds.
- 9. Capitalized terms not otherwise defined in this Order shall have the meanings ascribed in the Complaint.

THIS ORDER DOES NOT RESOLVE THE LAST PENDING CLAIM.

M. RICHARD KNOBLOCK
 Circuit Court Judge
 9-24-13

STIPULATED TO AS TO FORM AND SUBSTANCE:

Alan T. Ackerman w/ permission
 Attorney for Elvin Farms Incorporated
 Alan T. Ackerman (P10025)

Stacy L. Hissong w/ permission
 Attorney for Huron County Road Commission and
 County of Huron
 Stacy L. Hissong (P55922)

Mischa M. Boardman w/ permission
 Attorney for ITC
 Mischa M. Boardman (P61783)

CLERK'S CERTIFICATE
 STATE OF MICHIGAN County of Huron
 Lori Neal Wonsowicz, Clerk of said County and Clerk
 the 52nd Circuit Court, do hereby certify this copy
 as a correct and true record of the original
 document remaining on file in my office
 Dated and sealed October 3 2013
 Lori Neal Wonsowicz, County Clerk
Lori Neal Wonsowicz Deputy



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**STIPULATED ORDER CONFIRMING TITLE, TRANSFERRING POSSESSION
AND CONFIRMING PAYMENT OF ESTIMATED JUST COMPENSATION AND
FOR OTHER RELIEF**

Exhibit 1



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 forgoing, 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

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



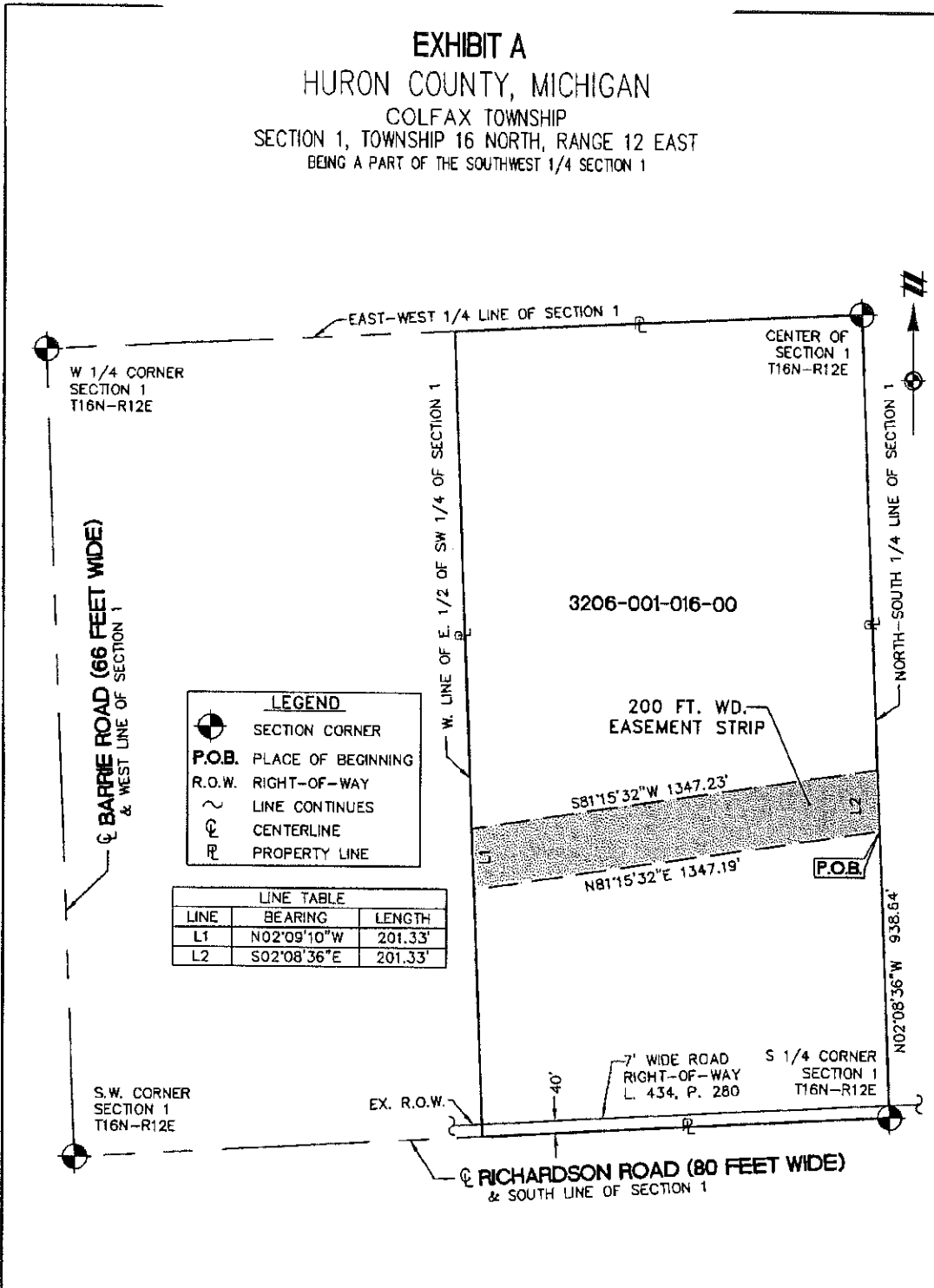
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EXHIBIT "A"
DESCRIPTION OF EASEMENT AREA



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



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).

 ATWELL <small>REGISTERED PROFESSIONAL SURVEYOR</small> <small>OFFICE IN NORTH AMERICA AND ASIA</small> MICHIGAN THUMB LOOP	NO.	REVISION	DATE	APPR.	
JOB No. 10001910 OGN. NO. 10001910EA-143-HU143.DWG	SCALE	DATE	DRAWN	CHECKED	APPROVED
1" = 400'	9/11/11	DAS	LMD	JRC	

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