



Real Estate Department

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

Date: October 31, 2017
To: Records Center

From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate

Subject: Transmission Line Easement
Tax ID: 3226-007-006-00
Parcel ID: MI-HU-272.001

Attached are the documents related to the acquisition of an Easement dated November 12, 2011 to International Transmission Company (ITC) from Lorraine Craig, whose address is 3930 Section Line Rd, Bad Axe, MI 48413.

The easement is located in Section 7, Sigel Township, Huron County, MI.

The easement consideration was \$25,564.00

The acquisition was negotiated by Universal Field Services.

Note: The above easement was amended on January 3, 2013 to correct the legal description, and the amended easement is part of this right of way file.

Please incorporate into Right of Way File No.: T72478

Attachments

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



LIBER 1380 PAGE 592



STATE OF MICHIGAN-HURON COUNTY
RECORDED
SHERI L. STANTON - REGISTER OF DEEDS
12/12/2011 3:09:35 PM

PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

Michigan Thumb Loop
Tract # **MI-HU-1-272.001**

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 12th day of November, 2011, by and between **Lorraine A. Craig, a widow** with an address of 3930 Section Line Road, Bad Axe, MI 48413 ("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

FILED
Sheri L. Stanton



STATE OF MICHIGAN - HURON COUNTY
RECEIVED
SHERI L. STANTON - REGISTER OF DEEDS
12/09/2011 1:13:37 PM



(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:

Lorraine A. Craig
Lorraine A. Craig

Acknowledged before me in Huron County, State of Michigan, on this 12th day of NOVEMBER, 20 11, by Lorraine A. Craig, a widow.

Richard Grindstaff
_____, Notary Public
Huron County, Michigan
Acting in Huron County, Michigan
My Commission Expires May 17, 2018

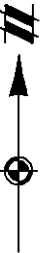
RICHARD GRINDSTAFF
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HURON
My Commission Expires May 17, 2018
Acting In the County of Huron

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
SIGEL TOWNSHIP
FRACTIONAL SECTION 7, TOWNSHIP 16 NORTH, RANGE 14 EAST
BEING A PART OF THE SOUTHEAST 1/4 FRACTIONAL SECTION 7



CENTER OF SECTION 7 T16N-R14E

E 1/4 CORNER SECTION 7 T16N-R14E

EAST-WEST 1/4 LINE OF FRAC. SECTION 7

LEGEND

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

LINE TABLE

LINE	BEARING	LENGTH
L1	N87°54'22"E	118.96'
L2	S87°56'04"W	135.97'

3226-007-006-00

VARIABLE WIDTH EASEMENT STRIP

P.O.B.

NORTH-SOUTH 1/4 LINE OF FRACTIONAL SECTION 7

N02°34'58"W 1325.05'

PROPOSED RAPSON SUBSTATION

EAST LINE OF FRACTIONAL SECTION 7

SE CORNER SECTION 7 T16N-R14E

EX. R.O.W.

S 1/4 CORNER SECTION 7 T16N-R14E

LEARMAN ROAD (66' WIDE) & SOUTH LINE OF FRACTIONAL SECTION 7

DESCRIPTION OF A VARIABLE WIDTH EASEMENT STRIP

Commencing at the South 1/4 Corner of Fractional Section 7, T16N, R14E, Sigel Township, Huron County, Michigan; thence N02°34'58"W 1325.05 feet along the North-South 1/4 line of said Section 7 for a **PLACE OF BEGINNING**; thence continuing N02°34'58"W 1321.33 feet along the North-South 1/4 line of said Section 7; thence N87°54'22"E 118.96 feet along the East-West 1/4 line of said Section 7; thence S03°19'13"E 1321.65 feet; thence S87°56'04"W 135.97 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 7, containing 3.87 acres of land, more or less.

Total Easement Width: Variable
Total Easement Area: 3.87± Acres

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



ATWELL
866.250.4200 | www.atwell-group.com
OFFICES IN NORTH AMERICA AND ASIA

MICHIGAN THUMB LOOP

JOB No. 10001910

DGN. NO. 10001910EA-178-HU178.DWG

NO.	REVISION	DATE	APPR.
1	REVISED PER SUBSTATION RELEASE	11/8/11	LMD
	SCALE	DATE	DRAWN
	1" = 400'	11/7/11	JRV
	CHECKED	APPROVED	
	LMD	JRC	

TRACT No. MI-HU-1-272.001
TAX ID #3226-007-006-00
LORRAINE A. CRAIG
HU178



LIBER 1454

PAGE 355



STATE OF MICHIGAN-HURON COUNTY
RECORDED
SHERI L. STANTON - REGISTER OF DEEDS
06/18/2013 10:37:47 AM

**AMENDED AND RESTATED PERMANENT ELECTRIC TRANSMISSION LINE
EASEMENT AGREEMENT**

**Michigan Thumb Loop
Tract # MI-HU-1-272.001**

This Amended and Restated Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 3RD day of JAN., 2013, by and between **Lorraine A. Craig, a widow** with an address of 3930 Section Line Road, Bad Axe, MI 48413 ("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 conveyed a Permanent Electric Transmission Line Easement to International Transmission Company, as Grantee, as recorded in Liber 1380, Page 592 of the **Huron** County Register of Deeds office on 12/12/2011.

WHEREAS by this Amended and Restated Permanent Electric Transmission Line Easement Agreement Grantor and Grantee intend to restate and re-describe the nature of the real property rights to be conveyed by Grantor to Grantee.

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:

FILE
172478



STATE OF MICHIGAN - HURON COUNTY
RECEIVED
SHERI L. STANTON - REGISTER OF DEEDS
06/14/2013 11:43:39 AM



(a) access, construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove the 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 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

(h) 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 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.

7. **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.

8. By this Amended and Restated Permanent Electric Transmission Line Easement Agreement, the parties intend to and hereby amend and restate the conveyance and transfer of real property rights between them as described in that certain Permanent Electric Transmission



Line Easement Agreement entered into by and between **Lorraine A. Craig, a widow**, as Grantor(s) and **International Transmission Company**, as Grantee, as recorded in Liber **1380**, Page **592** of the **Huron** County Register of Deeds office on **12/12/2011** as set forth herein.

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).



LIBER 1454 PAGE 358

GRANTOR:

Lorraine A. Craig
Lorraine A. Craig

Acknowledged before me in Huron County, State of Michigan, on this 3rd day of Jan., 20 13, by **Lorraine A. Craig, a widow**.

RICHARD GRINDSTAFF
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HURON
My Commission Expires May 17, 2018
Acting in the County of Huron

Richard Grindstaff

, Notary Public
Huron County, Michigan
Acting in Huron County, Michigan
My Commission Expires May 17, 2018

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
 SIGEL TOWNSHIP
 FRACTIONAL SECTION 7, TOWNSHIP 16 NORTH, RANGE 14 EAST
 BEING A PART OF THE SOUTHEAST 1/4 FRACTIONAL SECTION 7



CENTER OF SECTION 7
T16N-R14E

E 1/4 CORNER SECTION 7
T16N-R14E

EAST-WEST 1/4 LINE OF FRAC. SECTION 7

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°54'22"E	119.60'
L2	S04°47'49"E	208.01'
L3	S03°19'13"E	301.76'
L4	S87°56'04"W	135.97'

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

3226-007-006-00

VARIABLE WIDTH EASEMENT STRIP

P.O.B.

PROPOSED RAPSON SUBSTATION

NORTH-SOUTH 1/4 LINE OF FRACTIONAL SECTION 7

N02°34'58"W 1325.05'

EAST LINE OF FRACTIONAL SECTION 7

SE CORNER SECTION 7
T16N-R14E

EX. R.O.W.

33'

S 1/4 CORNER SECTION 7
T16N-R14E

LEARMAN ROAD (66' WIDE)
& SOUTH LINE OF FRACTIONAL SECTION 7



LIBER 1454 PAGE 359

DESCRIPTION OF A VARIABLE WIDTH EASEMENT STRIP

Commencing at the South 1/4 Corner of Fractional Section 7, T16N, R14E, Sigel Township, Huron County, Michigan; thence N02°34'58"W 1325.05 feet along the North-South 1/4 line of said Section 7 for a **PLACE OF BEGINNING**; thence continuing N02°34'58"W 1321.33 feet along the North-South 1/4 line of said Section 7; thence N87°54'22"E 119.60 feet along the East-West 1/4 line of said Section 7; thence S04°47'49"E 208.01 feet; thence S02°53'48"E 811.96 feet; thence S03°19'13"E 301.76 feet; thence S87°56'04"W 135.97 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 7, containing 3.94 acres of land, more or less.

Total Easement Width: Variable
 Total Easement Area: 3.94± Acres

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



ATWELL
 866.850.4200 | www.atwell-group.com
 OFFICES IN NORTH AMERICA AND ASIA

MICHIGAN THUMB LOOP

JOB No. 10001910

DGN. NO. 10001910EA-178-HU178.DWG

NO.	REVISION	DATE	APPR.	
2	REVISED EASEMENT	11/19/12	LMD	
1	REVISED PER SUBSTATION RELEASE	11/8/11	LMD	
SCALE	DATE	DRAWN	CHECKED	APPROVED
1" = 400'	11/7/11	JRV	LMD	JRC

TRACT No. MI-HU-1-272.001
 TAX ID #3226-007-006-00
 LORRAINE A. CRAIG
 HU178