



Real Estate Department

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

Date: November 2, 2017
To: Records Center
From: Margaret Wessel Walker
mwalker@itctransco.com
Real Estate
Subject: Transmission Line Easement
Tax ID: 3226-034-004-00
Parcel ID: MI-HU-299.000

Attached are the documents related to the acquisition of an Easement dated April 13, 2012 to International Transmission Company (ITC) from Andrew and Phyllis Woycik, whose address is 2210 S. Parisville Rd, Ruth, MI 48470.

The easement is located in Section 34, Sigel Township, Huron County, MI.

The easement consideration was \$37,128.00

The acquisition was negotiated by Universal Field Services.

Please incorporate into Right of Way File No.: T72502

Attachments

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



LIBER 1399 PAGE 775



STATE OF MICHIGAN-HURON COUNTY
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05/14/2012 12:20:50 PM

PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

**Michigan Thumb Loop
Tract # MI-HU-2-299.000**

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 13th day of April, 2012, by and between **Andrew J. Woycik and Phyllis I. Woycik, husband and wife** with an address of 2210 South Parisville Road, Ruth, MI 48470 ("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 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

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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 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.

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).

(SEE SIGNATURES ON FOLLOWING PAGES)



GRANTOR:

Andrew J. Woycik
Andrew J. Woycik

Phyllis I. Woycik
Phyllis I. Woycik

Acknowledged before me in Huron County, State of Michigan, on this 13th day of April, 20 12, by Andrew J. Woycik and Phyllis I. Woycik, husband and wife.

[Signature], Notary Public
Huron County, Michigan
Acting in Huron County, Michigan
My Commission Expires April 20, 2018

ADAM T. HOLCOMB
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HURON
My Commission Expires April 20, 2018
Acting in the County of Huron

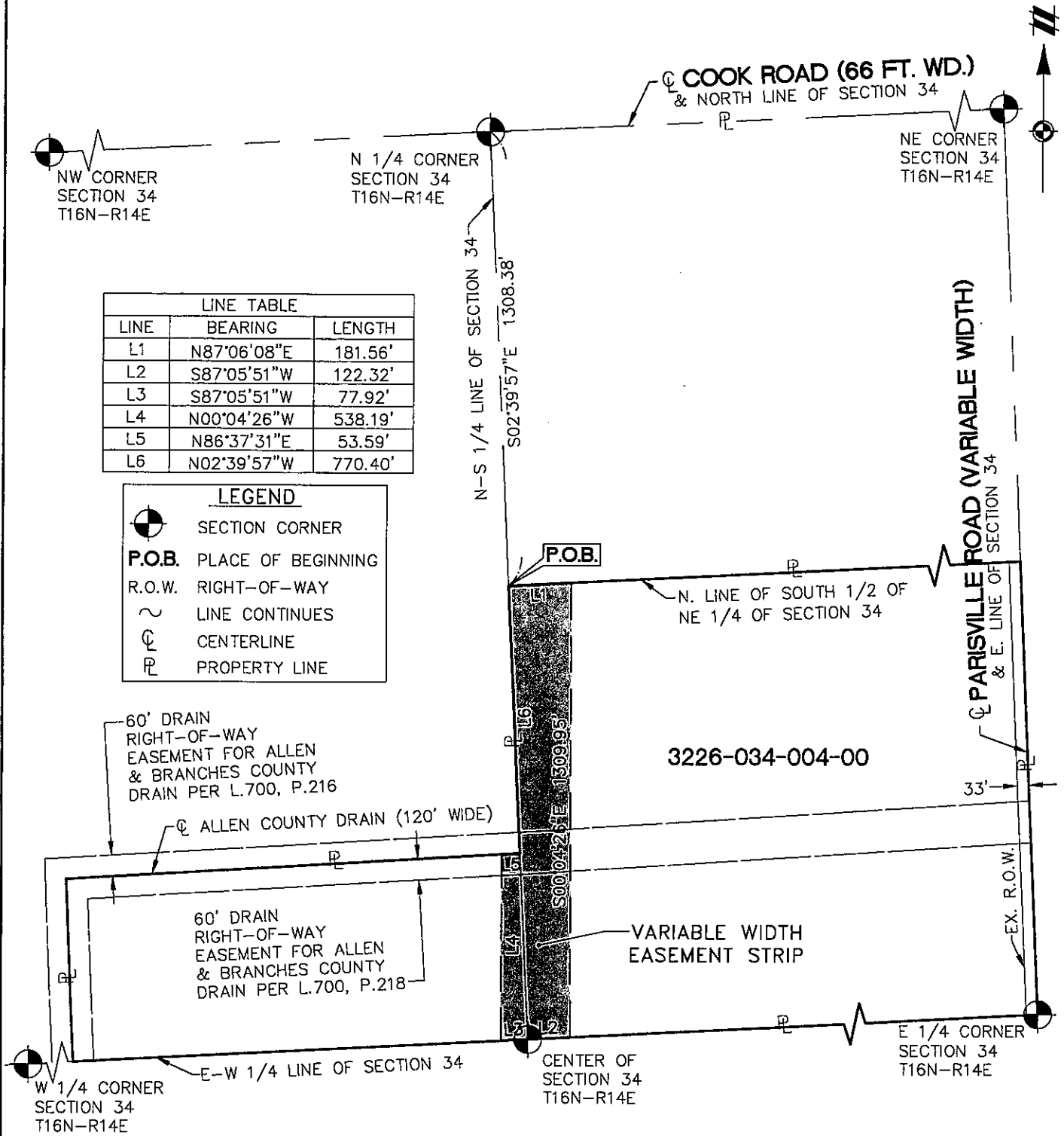
Drafted by:
Jenny Kim (P66234)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

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

EXHIBIT A



HURON COUNTY, MICHIGAN
SIGEL TOWNSHIP
SECTION 34, TOWNSHIP 16 NORTH, RANGE 14 EAST
BEING A PART OF THE NORTH 1/2 OF SECTION 34



LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°06'08"E	181.56'
L2	S87°05'51"W	122.32'
L3	S87°05'51"W	77.92'
L4	N00°04'26"W	538.19'
L5	N86°37'31"E	53.59'
L6	N02°39'57"W	770.40'

LEGEND	
	SECTION CORNER
	PLACE OF BEGINNING
	RIGHT-OF-WAY
	LINE CONTINUES
	CENTERLINE
	PROPERTY LINE

DESCRIPTION OF A VARIABLE WIDTH EASEMENT STRIP

Commencing at the North 1/4 Corner of Section 34, T16N, R14E, Sigel Township, Huron County, Michigan; thence S02°39'57"E 1308.38 feet along the North-South 1/4 line of said Section 34 for a **PLACE OF BEGINNING**; thence N87°06'08"E 181.56 feet along the North line of the South 1/2 of the Northeast 1/4 of said Section 34; thence S00°04'26"E 1309.95 feet; thence S87°05'51"W 122.32 feet along the East-West 1/4 line of said Section 34 to the Center of said Section 34; thence continuing S87°05'51"W 77.92 feet along the East-West 1/4 line of said Section 34; thence N00°04'26"W 538.19 feet; thence N86°37'31"E 53.59 feet along the centerline of the Allen County Drain (120 feet wide as recorded in Liber 700, Pages 216 & 218, Huron County Records); thence N02°39'57"W 770.40 feet to the Place of Beginning, being a part of the North 1/2 of said Section 34, containing 5.38 acres of land, more or less.

Total Easement Width: Variable Width
Total Easement Area: 5.38± 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	NO.		REVISION		DATE	APPR.
JOB No. 10001910		SCALE	DATE	DRAWN	CHECKED	APPROVED
DGN. NO. 10001910EA-206-HU206.DWG		1" = 400'	1/30/12	BAL	MDE	JRC

TRACT No. MI-HU-2-299.000
TAX ID #3226-034-004-00
ANDREW J. & PHYLLIS WOYCICK
HU206