

EASEMENT FOR OVERHEAD DISTRIBUTION ELECTRIC LINE

THIS INDENTURE is made as of JULY 8, 2010, between Michigan Electric Transmission Company, LLC (METC), a Michigan limited liability company, 27175 Energy Way, Novi, Michigan 48377, Grantor, and Consumers Energy Company, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201-2276, Grantee.

WITNESSETH:

Grantor, for and in consideration of the sum of \$1.00 to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUIT-CLAIM unto Grantee, its successors and assigns forever, a non-exclusive easement to use Grantor's land in the Township of Clearwater, County of Kalkaska, and State of Michigan (the "Easement Strip"), for the construction and maintenance of a single 138kV overhead electric line.

The Easement Strip is described as a 160 foot wide strip of land in the Northwest 1/4 of Section 12, T28N, R8W in the Township of Clearwater, County of Kalkaska and the State of Michigan, the centerline of which is the centerline of the single 138kV overhead electric distribution line constructed pursuant to this Easement, said centerline to be located within 2 feet of the following described reference line:

Commencing at the North 1/4 corner of Section 12; thence South 00°35'33" West 155.34 feet along the North-South 1/4 line of said Section to the point of beginning; thence North 89°46'19" West 87.57 feet; thence South 00°43'26" West 428.58 feet; thence South 26°31'19" West 496.11 feet to the centerline of an existing H-Frame structure inside of the METC Plum Substation and to the point of ending.

This Easement is given for the sole purpose of constructing, operating, maintaining, repairing, inspecting, replacing, improving and removing an overhead electric line consisting of pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors and other fixtures and appurtenances and devices in, over and across the Easement Strip.

Grantor also conveys to Grantee the right to cut, trim, remove, destroy, or otherwise control (1) trees and brush now or hereafter standing or growing within 40 feet of each side of the centerline described above and (2) all trees in excess of 35 feet in height standing within 80 feet on either side of the centerline described above. Grantee may enter upon said land, from time to time, and at no cost to Grantor, to perform such vegetation management work. Grantee shall advise Grantor of its vegetation management plans, in writing, 5 days in advance of performing initial clearing work by contacting: International Transmission Vegetation Manager, 27175 Energy Way, Novi, Michigan 48377.

This Easement is given by Grantor subject to the following express conditions and reservations:

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METC-0526-00005 Easement #1

FILE
2010

1. Grantor specifically reserves to itself, and to its successors and assigns, the right to use the Easement Strip for any purpose, including but not limited to the construction, operation, and maintenance of overhead and underground electric lines (transmission and distribution) and communications lines, together with associated structures and equipment, as long as such use does not interfere with Grantee's overhead electric line and the right to allow others to use the Easement Strip for any purpose consistent with this easement grant. Grantor further reserves the right to trim or remove any trees, brush or other forest products now or hereafter growing upon the Easement Strips.

2. Grantee's use of Grantor's land pursuant to this Easement shall not in any way interfere with Grantor's facilities, or the rights of any of those who precede Grantee, located on the Easement Strip or the adjoining land, and Grantee's overhead electric line shall be so constructed, used, operated, maintained, replaced and removed as to at no time interfere with the operation or maintenance of (or Grantor's unimpeded access to) any of Grantor's facilities, or to in any way affect or interrupt the continuity of service of Grantor as provided by any of said facilities.

3. Grantor shall not be required to incur any cost or expense as a result of the use of Grantor's land pursuant to this Easement. In case it shall be necessary, in Grantor's sole opinion, to change any utility facilities or other structures located upon the Easement Strip or upon the adjoining land, in order to accommodate any work to be done in connection with Grantee's overhead electric line, Grantor shall be reimbursed by Grantee for its actual cost and expense incurred thereby.

4. Use of the Easement Strip for the construction, operation, maintenance, repairing, inspection, replacing; improving or removing of the overhead electric distribution line shall comply with the following conditions, limitations, and requirements:

a. Grantee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, prior to performing any excavation on the Easement Strip, in accordance with Michigan Compiled Law 460.701 et seq.

b. Grantee shall take appropriate measures to prevent erosion during construction activities on the Easement Strip and shall 1) grade and re-seed all disturbed areas with warm season grasses after construction is complete, and 2) replace damaged landscaping.

c. No fill may be placed on the Easement Strip without Grantor's prior written consent.

d. Grantee shall send "as-built" drawings to Grantor at International Transmission Company, 27175 Energy Way, Novi, Michigan 48377, ATTN: Real Estate Department, promptly upon completion of construction.

e. Any construction equipment operated on Grantor's land shall at all times maintain a minimum separation of 20 feet from any energized conductor, tower, pole, or other utility facility. If more stringent, MIOSHA standards shall be observed.

f. Any excavations made on Grantor's land shall be back-filled with material having an in-place density of at least 100 pounds per cubic foot. If excavated material is unsuitable (e.g., peat, organic material or trash), Grantee shall use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, Grantee shall add backfill material in 12 to 15 inch layers, and shall compact each layer to 90 percent maximum density as determined by the Modified Proctor Test (ASTM D 1557). For aggregate or pavement surface, Grantee shall add backfill in 9 inch maximum layers, and shall compact each layer to 95 percent maximum density as determined by the Modified Proctor Test.

Proctor Test.

g. Any cranes or derricks operated on Grantor's land shall be operated in accordance with the National Electric Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) rules respecting the operation of such equipment.

h. Grantee's overhead electric line shall be constructed, operated and maintained in strict accordance with NESC, OSHA and MIOSHA guidelines and requirements.

5. Grantee shall perform all work on the Easement Strip in compliance with all federal, state, and local laws respecting such work, including but not limited to the acquisition of soil erosion and sedimentation control permits. Grantee is responsible for determining whether any such licenses or permits are required. Upon request, Grantee shall provide copies of all such permits to Grantor.

6. Grantee shall maintain in effect commercial general liability insurance protecting Grantee and Grantor (as evidenced by policies in which Grantor is named as an additional insured) against claims of any and all persons, firms and corporations for personal injury, death or property damage occurring upon, in or about the Easement Strip, with such limits of liability as are customarily carried by prudent electric utility companies insuring or bearing similar risks. All insurance policies provided pursuant to this paragraph shall be obtained by Grantee from an insurance carrier or carriers of good reputation and sound financial responsibility selected by Grantee and may be subject to self-insured retentions or deductibles in such customary amounts as are customarily carried by prudent electric utility companies insuring or bearing similar risks. Policies or certificates evidencing such insurance shall be delivered by Grantee to Grantor upon execution of this Easement and certificates evidencing renewal of such insurance shall be delivered to Grantor at least ten (10) days' prior to the expiration of any such policy of insurance. If commercially available each such policy shall contain an agreement by the insurers not to, and in any event the insurance certificates shall provide that that the insurers will not, cancel such policy or materially alter its coverages except upon at least thirty (30) days' prior written notice to Grantor.

The maintenance of any insurance pursuant hereto does not limit Grantee's indemnification obligations contained in this Easement.

7. Grantor and Grantee each hereby mutually waive its respective rights of subrogation and recovery against the other for any loss for which payment can be collected by such party under property insurance maintained by such party. All property on the Easement Strip belonging to Grantee, its agents, employees, contractors, subcontractors, invitees and licensees shall be at the risk of Grantee or such other person only, and Grantor shall not be liable for damage thereto or for the theft, misappropriation or loss thereof.

8. Grantee shall not dispose or suffer to be disposed of any waste material whatsoever upon the Easement Strip without the prior written consent of Grantor; the granting or withholding of which consent shall be within the sole discretion of Grantor. In addition, Grantee shall not use or maintain, or suffer to be used or maintained, upon the Easement Strip any "hazardous substance," or "hazardous constituent" or "hazardous waste" or "hazardous material" as defined under Comprehensive Environmental Response, Compensation, and Liability Act (42 USC 9601 et seq.), the Resource Conservation and Recovery Act (41 USC 6901 et seq.), Federal Hazardous Materials Transportation laws (49 USC 5119, et seq.), or the Michigan Natural Resources and Environmental Protection Act (MCLA 324.101 et seq); except that Grantee may use (but not store) such substances as are usually and customarily used in the industry if needed for its Permitted Uses hereunder but only (i) in quantities so needed for such use, (ii) in strict compliance with Applicable Laws, and (iii) with no violation of the first sentence of this paragraph. Grantee shall, when requested by Grantor, promptly give to Grantor any information requested by Grantor concerning products,

substances or processes used, maintained or undertaken by Grantee or on its behalf or with its approval upon the Easement Strip.

9. In the event that the use or exercise of the rights granted in this Easement at any time results in the presence on or under the Easement Strip and/or other land of Grantor (which shall include but not be limited to the groundwater underlying any of such lands) of contaminants, hazardous waste, hazardous substances, hazardous constituents, or toxic substances, as on the date of this Easement or at any time thereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 et seq.; the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 et seq.; the Toxic Substances Control Act (TSCA), 15 USCA 2601 et seq.; the Michigan Natural Resources and Environmental Protection Act (NREPA), MCLA 324.101 et seq.; or any other similar existing or future statutes, Grantee shall, at Grantee's sole cost and expense, promptly take all actions that are either: (i) required by any federal, state, or local governmental agency or political subdivision, or (ii) necessary to restore all such lands to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required of Grantee shall include, but not be limited to: (a) the investigation of the environmental condition of said lands, (b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and (c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off said lands. Grantee shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor copies of all test results and reports generated in connection with the above activities and of all reports submitted to any governmental entity.

Grantee shall indemnify, defend, and hold Grantor, its officers, directors, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, consultant and expert fees, cost of investigation, monitoring, cleanup, containment, restoration, removal, or other remedial work or response action, penalties, fines, encumbrances, and liens arising out of: (i) the presence on or beneath the Easement Strip, and/or other land of Grantor, and/or other land, and the groundwater underlying any of such lands, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as on the date of this Easement or at any time thereafter defined in CERCLA, RCRA, TSCA, NREPA, or any other similar existing or future statutes, as a result of the use or exercise of the rights herein granted, whether arising during or after the termination of this Easement; (ii) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or (iii) Grantee's failure to comply with the terms and conditions of this Easement.

10. The covenants, agreements and obligations of Grantee set forth in Paragraphs 8 and 9 shall survive termination of this Easement.

11. Except as herein expressly provided otherwise, Grantee covenants and agrees, at its sole cost and expense, to indemnify, defend and save harmless Grantor from and against any and all claims, actions or proceedings by or on behalf of any person, firm, corporation, governmental authority or other entity, arising from or with respect to:

a. the occupancy, use, possession, conduct or maintenance of, or any work or thing whatsoever done on or about, the Easement Strip by Grantee (or its employees, agents, representatives, contractors or subcontractors of any tier, other than Grantor and its affiliates if and when acting as contractors or subcontractors for Grantee on the Easement Strip), or

b. the electrical facilities owned by Grantee, or

c. any accident, injury (or death) to any persons or damage to any property whatsoever caused by or arising from any act or omission of Grantee (or its employees, agents, representatives, contractors or subcontractors of any tier, other than Grantor and its affiliates if and when acting as contractors or subcontractors for Grantee on the Easement Strip), in or about the Easement Strip, or

d. without limiting the generality of any of the preceding foregoing clauses (a) through (c), (i) any breach or default on the part of Grantee in the performance or observance of any covenant or agreement on the part of Grantee to be performed or observed pursuant to this Easement, or (ii) any negligent act or omission or willful misconduct of Grantee, or any of its agents, employees, contractors, subcontractors, invitees or licensees (other than Grantor and its affiliates if and when acting as contractors or subcontractors for Grantee on the Easement Strip),

and from and against all damages, liabilities, judgments, cost and expenses (including without limitation reasonable attorneys' and consultants' fees) suffered or incurred by Grantor in connection with any such claim, action or proceeding; and in case any action or proceeding be brought against Grantor, Grantee covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Grantor unless such action or proceeding is resisted or defended by counsel for any carrier of commercial general liability insurance referred to in Paragraph 6 hereof, as authorized by the provisions of any policy of commercial general liability insurance maintained pursuant to said Paragraph.

Notwithstanding the above, Grantee shall not be required to indemnify or defend Grantor for any injuries (or death) to persons or damage to property (i) caused by the sole negligence or willful misconduct of Grantor, an authorized user, or their agents, employees, contractors, subcontractors, invitees or licensees, or (ii) other than to the extent attributable to the acts, operations or omissions of Grantee, its agents, employees, contractors, subcontractors, invitees or licensees, caused by the presence, operation, maintenance, repair, replacement or removal of the transmission facilities of Grantor on the Easement Strip or of improvements, equipment or facilities of a third party authorized by Grantor on the Easement Strip.

12. After the construction of said overhead electric distribution line, if the easement herein granted shall at any time cease to be used by Grantee, its successors and assigns, for a continuous period of one (1) year for the purposes hereinabove set forth, then in such event all right and interest herein granted shall terminate and revert in Grantor, its successors and assigns; and if Grantee shall not have constructed said overhead electric line within two (2) years from and after the date hereof, then in such event all right and interest herein granted shall terminate and revert in Grantor, its successors and assigns. Notwithstanding the foregoing, if Grantee determines to permanently abandon all or a substantial part of the easement herein granted, then within three months after the abandonment, Grantee shall restore such abandoned portion as nearly as possible to its original condition and shall give Grantor a recordable document concerning this abandonment.

13. This Easement is granted without any warranties or covenants of title, and subject to any licenses, leases, easements, or other interest in the premises heretofore granted by Grantor or its predecessors in title and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title. Grantee agrees to secure all necessary consents and permits from any such licensees, lessees and owners of outstanding interests.

14. Grantee's acceptance of this Easement shall be deemed an acceptance of the terms and conditions of this grant.

15. The covenants and agreements set forth in this Easement shall run with the land and be binding upon and inure to the benefit of the respective successors and assigns of the parties.

This easement is exempt from real estate transfer tax pursuant to MCL 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCL 207.526(f).

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

Michigan Electric Transmission Company, LLC (a Michigan limited liability company)

By: Michigan Transco Holdings, Limited Partnership, a Michigan limited partnership,
its sole member

By: METC GP Holdings, II, LLC, a Michigan limited liability company,
its General Partner

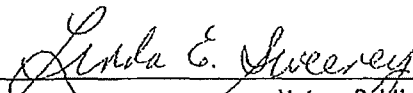
By: METC GP Holdings, Inc., a Michigan corporation
its sole member and sole manager

By: ITC Holdings Corp., a Michigan corporation
Its Parent Company



Christine Mason Soneal
Vice President and General Counsel - Utility Operations

Acknowledged before me in Oakland County, Michigan, on July 8, 2010, by Christine Mason Soneal for the corporation.



Notary Public
WAYNE County, Michigan
Acting in OAKLAND County
My commission expires: 5/26/15

Prepared by:
Patricia T. Murphy (P61872)
International Transmission Company
27175 Energy Way
Novi, Michigan 48377

Return recorded instrument to:
Elaine Clifford
Real Estate Department
International Transmission Company
27175 Energy Way
Novi, Michigan 48377

Consumers Energy

A G&S Energy Company

Forestry Operations
P25-200-3,
1915 W Pell Rd
Jackson MI 49201

tel: 517-788-0919
fax: 517-788-2150
e-mail: forestry@consumersenergy.com

August 2, 2010

Mr James Smith
International Transmission Vegetation Manager
27175 Energy Way
Novi, Michigan 48377

RE: PLUM SUBSTATION - CLEARWATER SPUR 138 KV Line Clearing Project Proposal

Dear Jim,

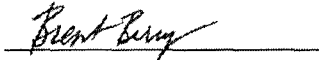
Consumers Energy Forestry Operations is notifying you of its plans to clear for the new Clearwater Spur exiting from an H frame structure at the METC Plum substation. A copy of the easement is enclosed. This notification is a requirement of the easement for the initial construction clearing.

Consumers Energy will have a contractor clear 40' each side of center plus any danger trees outside the 80' clear-cut area. All tops from clearing will be chipped or mowed and larger wood will be staged at the edge of the right-of-way. Stumps will be treated with an approved herbicide. The centerline and clearing limits will be staked prior to clearing activities.

Work will be expected to be complete by the beginning of September.

If you have any questions, please contact me at 517-788-0919 (office) or 586-709-2525 (cell).

Sincerely,



Brent Berry
HVD Construction Forestry Supervisor
Consumers Energy Company
Forestry Operations



3089032

Page: 1 of 2
01/28/2009 10:36A
EASMT
17.00

Kalkaska Co., Jo Ann DeGraaf Register

EASEMENT

THIS INDENTURE is made this 23rd day of January, 2009, between **Mary J. Penjak and Donna Marie Rebman Penjak**, as joint tenants with full rights of survivorship, 8790 Ruttan Road, N.W., Alden, MI 49612, Grantor, and **Michigan Electric Transmission Company, LLC**, a Michigan limited liability company, 27175 Energy Way, Novi, Michigan 48377, Grantee.

WITNESSETH:


Grantor, for good and valuable consideration paid to it by Grantee, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, and to its successors and assigns forever, the easement and right for a driveway from Plum Valley Road, on, over, and across a portion of Grantor's land ("the Driveway Parcel") in the Township of Clearwater, County of Kalkaska, and State of Michigan, described as:

A parcel of land in the Southwest 1/4 of the Northwest 1/4 of Section 12, T28N, R8W, described as: Commencing at the North 1/4 corner of said Section 12, thence S 00°35'31" W 1325.09 feet along the North-South 1/4 Line of said Section to the South Line of the North 1/2 of said Northwest 1/4; thence N 89°17'24" W 1317.64 feet along said South Line to the West Line of the East 1/2 of said Northwest 1/4 and the point of beginning; thence continuing N 89°17'24" W 125.00 feet along said South Line; thence S 00°33'31" W 1142.44 feet; thence N 89°18'13" W 533.87 feet; thence S 00°33'31" W 183.00 feet to the East-West 1/4 Line of said Section; thence S 89°18'13"E 658.87 feet along said East-West 1/4 Line to the West Line of the East 1/2 of said Northwest 1/4; thence N 00°33'31" E 1325.41 feet along said West Line to the point of beginning.

This easement shall include the right to maintain and/or improve the Driveway Parcel if, as, and when Grantee may at any time, and from time to time, deem necessary or desirable for purposes of ingress and egress, as well as the right to trim, cut down, and otherwise control any trees, brush, roots and other vegetation now or hereafter growing within the Driveway Parcel. The complete exercise of the rights granted herein may be gradual and not fully completed for some time, and Grantee may from time to time exercise such rights at no additional cost.

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).

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative as of the day and year first hereinabove written.



Mary J. Penjak

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201659

KALKASKA COUNTY
REGISTER OF DEEDS
605 N. BIRCH ST.
KALKASKA, MI 49646
1-28-09 10:35pm

METC-0526-00005 Easement #2 *Return to*

Donna Marie Rebman Penjak
Donna Marie Rebman Penjak

Acknowledged before me in Kalkaska County, Michigan, this 20th day of January, 2009,
by Mary J Penjak and Donna Marie Rebman Penjak, as joint tenants with full rights of
survivorship

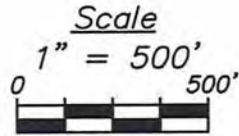
Arthur R. Watt
Arthur R. Watt Notary Public
Antrim County, Michigan
Acting in Kalkaska County
My Commission Expires 05-05-2012

Prepared by and When Recorded, return to:
Kimberly L. Savage
ITC Holdings Corp
27175 Energy Way
Novi, MI 48377

 **3089032**
Page: 2 of 2
01/28/2009 10 36A
EASMT
Kalkaska Co , Jo Ann DeGraaf Register 17 00

ALTA/ACSM Land Title Survey

~ NW 1/4 Sec. 12, T28N, R8W ~



Northwest Corner
Sec. 12, T28N, R8W (K-3)
Liber 6, Page 325

North 1/4 Corner
Sec. 12, T28N, R8W (L-3)
Liber 6, Page 329

North Line Sec. 12
N89°16'36"W
2636.84'

Ruttan Rd.
(66' Wide)

Remainder
(See Page 6)

West Line of
E 1/2 of NW 1/4
N00°33'31"E
2650.81'

See Page 7 for
Area Detail

Atlas Gas Well
A2-12 #53111

Capped Iron
#49301

Parcel 1
(See Page 4)

West Line Sec. 12
S00°31'30"W
2651.44'

South Line of
N 1/2 of NW 1/4
S89°17'24"E
2635.29'

Quit Claim Deed @
Reception #3022970
Mary J. Penjak &
Donna Marie Rebman Penjak

N-S 1/4 Line Sec. 12
N00°35'31"E
2650.19'

Easement for
Ingress & Egress
(See Page 5)

1/2" Iron
N84°W
3.0'

Center of
Sec. 12, T28N, R8W (L-4)
Fnd. Mag Nail

S89°22'09"E
2626.93'

West 1/4 Corner
Sec. 12, T28N, R8W (K-4)
Liber 6, Page 326

E-W 1/4 Line Sec. 12
S89°18'13"E
2633.73'

Plum Valley Rd.
(66' Wide)

East 1/4 Corner
Sec. 12, T28N, R8W (M-4)
Liber 8, Page 417

Note

All Dimensions are Measured
Unless Otherwise Noted

Legend

- ⊕ --- Section Corner
- --- Found Iron as Noted

Basis of Bearings

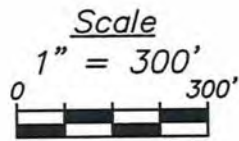
State Plane Coordinate System



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ALTA/ACSM Land Title Survey

~ Parcel 1 ~



North 1/4 Corner
Sec. 12, T28N, R8W (L-3)
Liber 6, Page 329

North Line Sec. 12
S89°16'36"E

See Page 7 for
Area Detail

P.O.B. 1

West Line of
E 1/2 of NW 1/4
N00°33'31"E

Remainder
(See Page 6)

Atlas Gas Well
A2-12 #53111

N35°10'11"E
106.47'

32.9'
Capped Iron
#49301

Parcel 1
21.36± Acres

N00°42'02"E
124.93'

S89°17'24"E
338.00'

N25°52'31"E
571.15'

S64°09'23"E
265.00'

N25°50'37"E
287.55'

N31°36'42"E
521.77'

1325.09'

1442.64'

South Line of
N 1/2 of NW 1/4
N89°17'24"W

Capped Iron
#49301

N-S 1/4 Line Sec. 12
S00°35'31"W

Easement for
Ingress & Egress
(See Page 5)

Legend

- ⊕ --- Section Corner
- --- Found Iron as Noted
- Ⓜ --- Set Rebar W/ Cap

Note

All Dimensions are Measured
Unless Otherwise Noted

Basis of Bearings

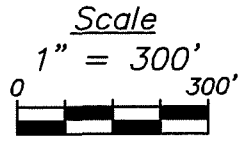
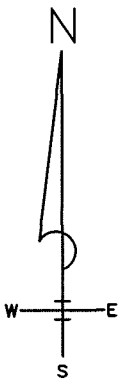


20659

ALTA/ACSM Land Title Survey

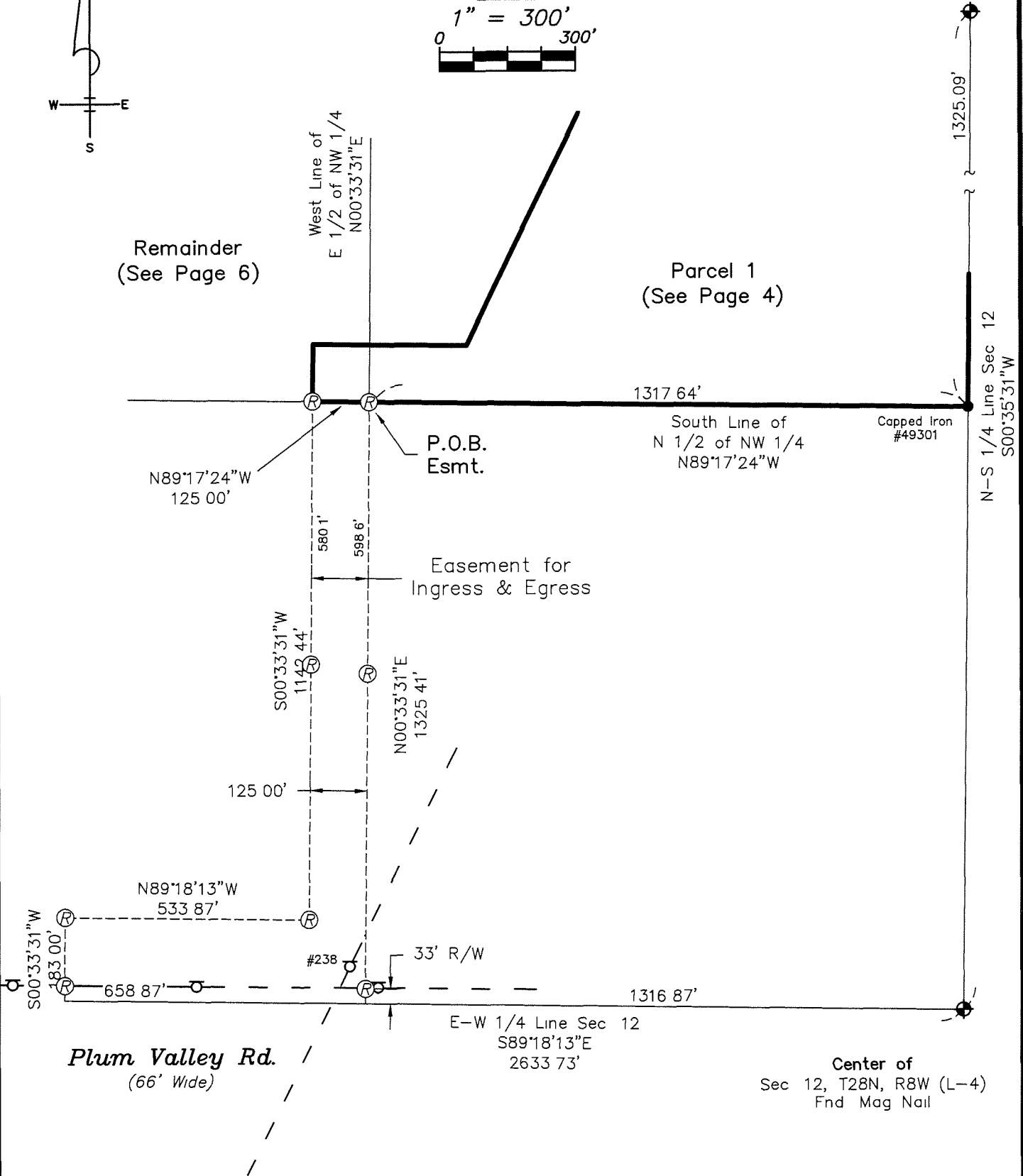
~ Ingress & Egress Easement ~

North 1/4 Corner
Sec 12, T28N, R8W (L-3)
Liber 6, Page 329



Remainder
(See Page 6)

Parcel 1
(See Page 4)



Plum Valley Rd.
(66' Wide)

Center of
Sec 12, T28N, R8W (L-4)
Fnd Mag Nail

Legend

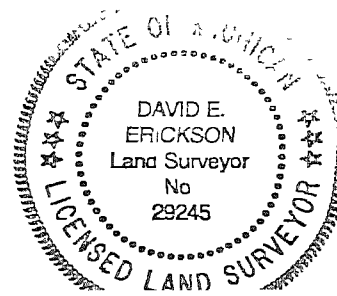
- ⊕ --- Section Corner
- --- Found Iron as Noted
- Ⓟ --- Set Rebar W/ Cap "DEF 29245"

Note

All Dimensions are Measured Unless Otherwise Noted

Basis of Bearings

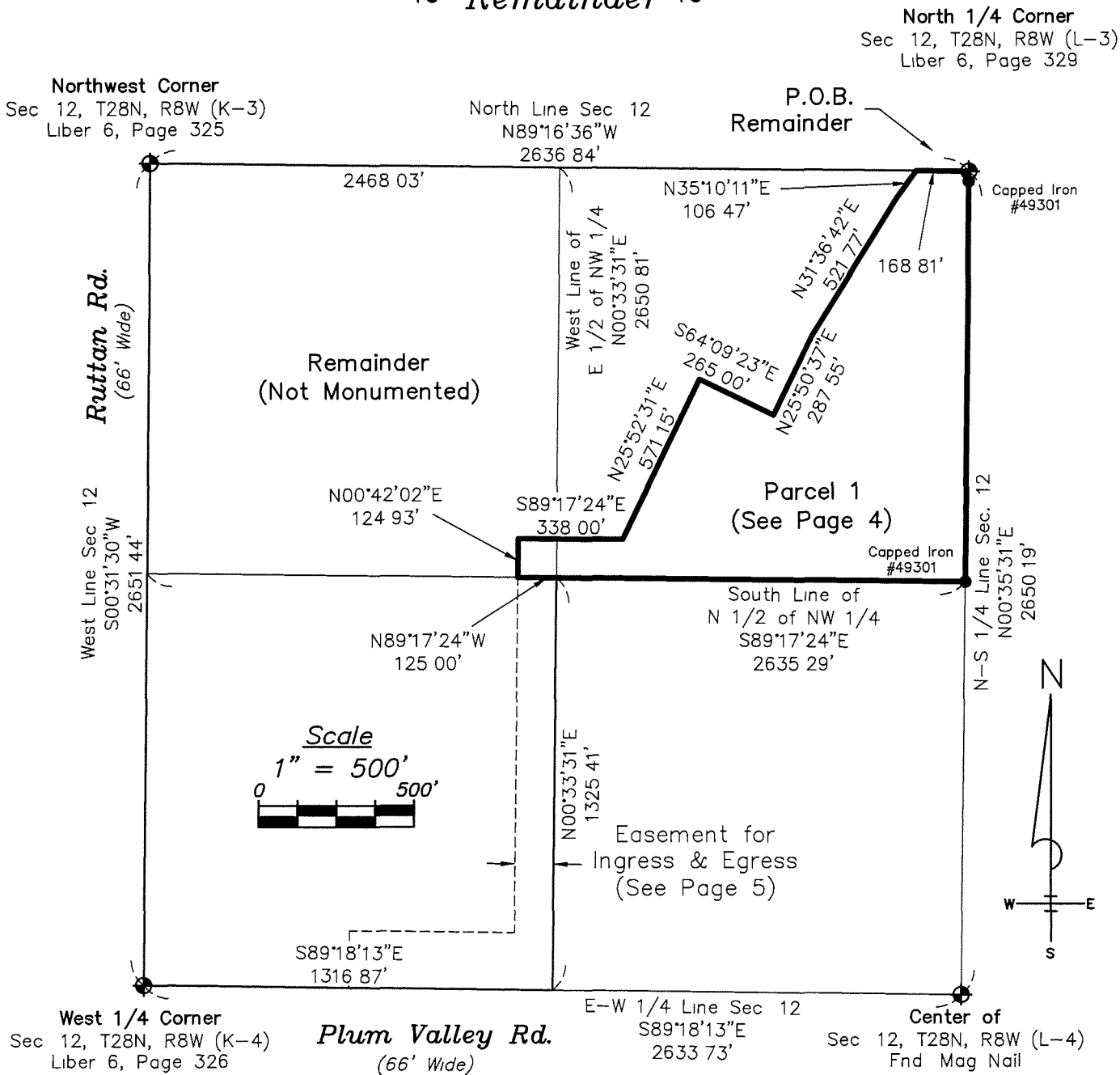
State Plane Coordinate System



Handwritten notes and signatures, including '2977' and '29245'.

ALTA/ACSM Land Title Survey

~ Remainder ~



Remainder Description (Not Monumented):

A parcel of land in the Northwest 1/4 of Section 12, Town 28 North, Range 8 West, Clearwater Township, Kalkaska County, Michigan, more particularly described as

Commencing at the North 1/4 Corner of said Section 12, thence N89°16'36"W along the North Line of said section, 168 81 feet to the **Point of Beginning** of this description, thence continuing N89°16'36"W along said North Line, 2468 03 feet to the Northwest Corner of said section, thence S00°31'30"W along the West Line of said section, 2651 44 feet to the West 1/4 Corner of said section, thence S89°18'13"E along the East-West 1/4 Line of said section, 1316.87 feet to the West Line of the East 1/2 of said Northwest 1/4, thence N00°33'31"E along said West Line, 1325 41 feet to the South Line of the North 1/2 of said Northwest 1/4, thence N89°17'24"W along said South Line, 125 00 feet, thence N00°42'02"E 124 93 feet, thence S89°17'24"E 338 00 feet, thence N25°52'31"E 571 15 feet, thence S64°09'23"E 265 00 feet, thence N25°50'37"E 287 55 feet, thence N31°36'42"E 521 77 feet, thence N35°10'11"E 106 47 feet to the North Line of said section and the **Point of Beginning**. Containing 98 9 acres, more or less

Subject to the rights of the public to Plum Valley and Ruttan Roads Also subject to all easements and restrictions, if any

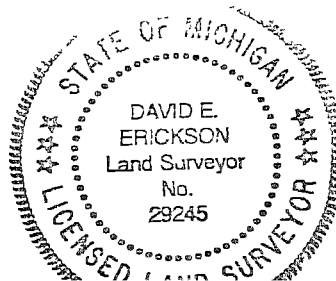
Note

All Dimensions are Measured Unless Otherwise Noted

Legend

- ◆ --- Section Corner
- --- Found Iron as Noted

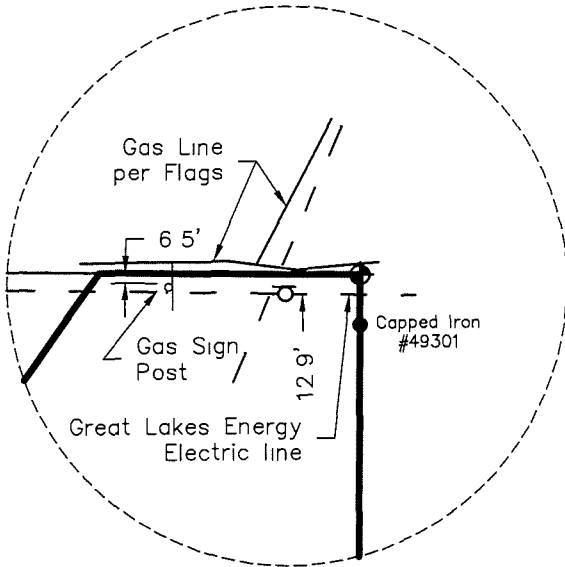
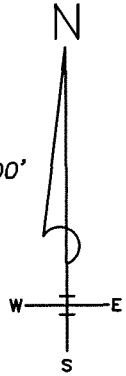
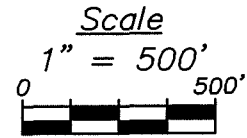
Basis of Bearings



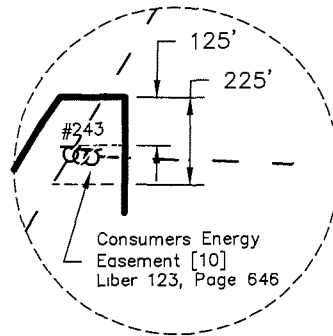
FILED

ALTA/ACSM Land Title Survey

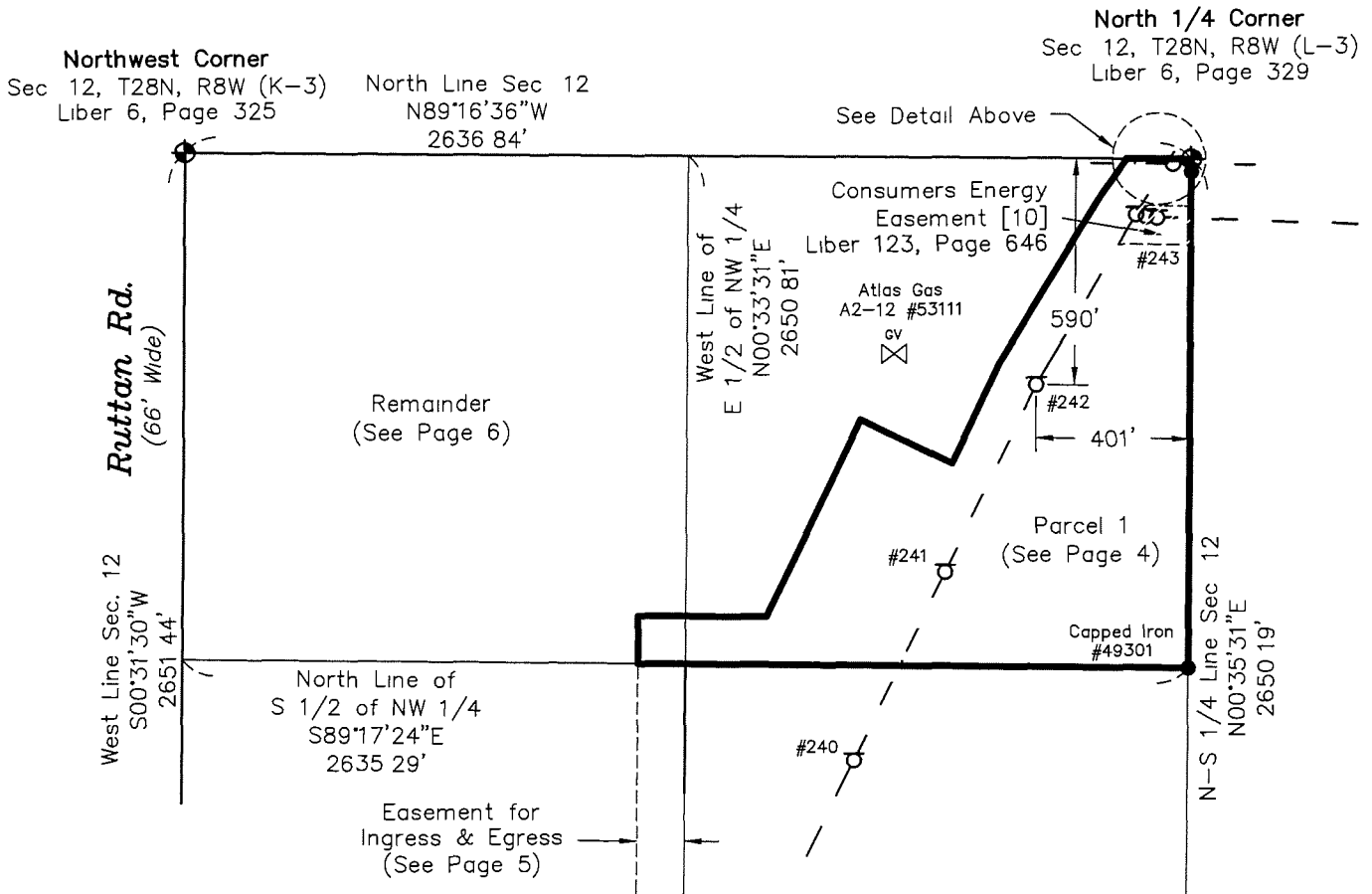
~ Easements & Details ~



Detail
(Not to Scale)



Easement Detail
(Not to Scale)



Note

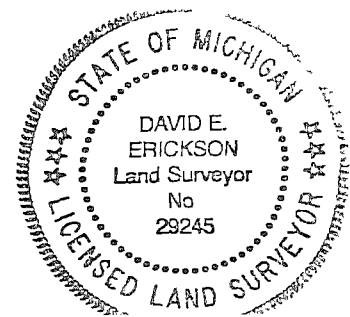
All Dimensions are Measured
Unless Otherwise Noted

Legend

- ◆ --- Section Corner
- --- Found Iron as Noted

Basis of Bearings

State Plane Coordinate System



ALTA/ACSM Land Title Survey

Part of the NW 1/4 of
Sec. 12, T28N, R8W

Clearwater Twp., Kalkaska County, Michigan

Surveyor's Certificate

January 22, 2009

The undersigned, being a duly licensed and qualified surveyor in and for the State of Michigan, does hereby certify to:

Michigan Electric Transmission Company, LLC, ITC Holdings Corporation, First American Title Insurance Company, The Talon Group Title Agency, Inc.

That this survey print is a true and accurate survey based on an inspection of the following described real estate the "Premises"):

Situated in the Township of Clearwater, County of Kalkaska, State of Michigan, is described as follows:

Parcel 1 – Description as Surveyed:

A parcel of land in the North 1/2 of the Northwest 1/4 of Section 12, Town 28 North, Range 8 West, Clearwater Township, Kalkaska County, Michigan, more particularly described as:

Beginning at the North 1/4 Corner of said Section 12, thence S00°35'31"W along the North-South 1/4 Line of said section, 1325.09 feet to the South Line of the North 1/2 of said Northwest 1/4; thence N89°17'24"W along said South Line, 1442.64 feet; thence N00°42'02"E 124.93 feet; thence S89°17'24"E 338.00 feet; thence N25°52'31"E 571.15 feet; thence S64°09'23"E 265.00 feet; thence N25°50'37"E 287.55 feet; thence N31°36'42"E 521.77 feet; thence N35°10'11"E 106.47 feet to the North Line of said section; thence S89°16'36"E along said North Line, 168.81 feet to the Point of Beginning. Containing 21.36 acres, more or less.

Subject to all easements and restrictions, if any.

Easement for Ingress and Egress – Description as Surveyed:

A parcel of land in the Southwest 1/4 of the Northwest 1/4 of Section 12, Town 28 North, Range 8 West, Clearwater Township, Kalkaska County, Michigan, more particularly described as:

Commencing at the North 1/4 Corner of said Section 12, thence S00°35'31"W along the North-South 1/4 Line of said section, 1325.09 feet to the South Line of the North 1/2 of said Northwest 1/4; thence N89°17'24"W along said South Line, 1317.64 feet to West Line of the East 1/2 of said Northwest 1/4 and the Point of Beginning of this description; thence continuing N89°17'24"W along said South Line, 125.00 feet; thence S00°33'31"W 1142.44 feet; thence N89°18'13"W 533.87 feet; thence S00°33'31"W 183.00 feet to the East-West 1/4 Line of said section; thence S89°18'13"E along said East-West 1/4 Line, 658.87 feet to the West Line of the East 1/2 of said Northwest 1/4; thence N00°33'31"E along said West Line, 1325.41 feet to the Point of Beginning.

Subject to the rights of the public to Plum Valley Road. Also subject to all easements and restrictions, if any.

Bearings used in the preceding description are based on the Michigan State Plane Coordinate System, Central Zone.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, Pursuant to the Accuracy Standard as adopted by ALTA and NSPS and in effect on the day of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Michigan, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.



65906
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ALTA/ACSM Land Title Survey
Part of the NW 1/4 of
Sec. 12, T28N, R8W
Clearwater Twp., Kalkaska County, Michigan

Title Report [Exception Number]:

"Effect of" all of the following:

- [1.] Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
- [2.] Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession thereof.
- [3.] Easements, liens or encumbrances or claims thereof not shown by the Public records.
- [4.] Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
- [5.] Taxes and assessments not due and payable at Commitment Date.
- [6.] Any lease, grant, exception or reservation of minerals or mineral rights appearing in the Public Records.
- [7.] All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
- [8.] Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
- [9.] Easement granted to Consumers Power Company, as recorded in Liber 71, Page 46 and in Liber 71, Page 47.
- [11.] Rights of others in and to the easement set forth on Schedule A.
- [12.] Ingress and Egress to and from the captioned property is by means of private roadway not dedicated to the public generally. The commitment/policy does not insure that said private road will, in fact be maintained, nor does it insure against charges incurred for the maintenance thereof, claims for contributions towards maintenance costs made by other parties using same, or rights of others therein.

Comments:

Boundary Lines: Were established from recovered State, County and/or private survey monuments whose character and source are so noted on the survey.

Legal Descriptions: From information supplied by client. Usually a title policy or title report. No adjoiner deeds were provided.

Easement Rights: Plottable easements are shown from an owner supplied title report. Non plottable ones are noted on the survey as having "Effect of" because our service is limited to reporting on easement locations, we strongly recommend legal counsel be retained to report on title papers in their entirety.

Title Report: "First American Title Insurance Company" Commitment No. 3985-08, Revision #3, dated January 15, 2009 at 8:00 AM.

Area: Based upon measured bearings and distances as shown herein, the area to Parcel 1 is 21.63 acres, more or less (See Survey).

See Detail on Page 7. Gas line as marked with pin flags does not appear to encroach on premises. However, a gas sign post is located on the premises. It is unknown exactly where this gas line actually is. Also, a Great Lakes Energy electric line does encroach onto the premises.



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