

RCV'D LEELANAU COUNTY

2009 OCT 26 PM 12 10

Leelanau County STATE OF MICHIGAN
Sue C. Stoffel Register of Deeds

RECORDED

October 26, 2009 03:05:00 PM

Liber 1030 Page 809-813
5P FEE: \$26.00



SUE Liber 1030 Page 809 #2009007271

ELECTRIC SUBSTATION EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a permanent electric substation easement over, under, across and through a part of a certain parcel of real estate owned by Grantor described herein as "**Grantor's Land**" and the easement to Grantee is described herein as the "**Easement Area**".

Grantor: WOLVERINE POWER SUPPLY COOPERATIVE, INC., a Michigan non-profit corporation, whose address is 10125 W. Watagate, Cadillac, Michigan 49601.

Grantee: MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377.

Grantor and Grantee are each referred to herein as a "**Party**", are collectively referred to herein as the "**Parties**".

Grantor's Land is described as:

A parcel of land situated in the SW $\frac{1}{4}$ of Section 31, T28N-R11W, Elmwood Township, Leelanau County, Michigan, being more particularly described as: Commencing at the Southwest Corner of said Section 31; thence North 00°52'05" East along the West Section Line, 1328.42 feet to the South One-eighth line; thence South 88°40'05" East along said line, 284.24 feet to the Point of Beginning; thence continuing South 88°40'05" East along said line, 950.00 feet to the West One-eighth line; thence South 00°49'14" West along said line, 400.00 feet; thence North 88°40'05" West parallel with said South One-eighth line, 950.00 feet; thence North 00°49'14" East parallel with said West One-eighth line, 400.00 feet to the Point of Beginning.

Easement Area is described as:

A parcel of land situated in the SW $\frac{1}{4}$ of Section 31, T28N-R11W, Elmwood Township, Leelanau County, Michigan, being more particularly described as: Commencing at the Southwest Corner of said Section 31; thence North 00°52'05" East along the West Section Line, 1328.42 feet to the South One-eighth line; thence South 88°40'05" East along said line, 831.18 feet; thence South 01°19'55" West, 97.00 feet to the Point of Beginning, thence continuing South 01°19'55" West 230.00 feet; thence South 88°40'05" East, 310.50 feet; thence North 01°19'55" East 230.00 feet; thence North 88°40'05" West, 310.50 feet to the Point of Beginning.

Exhibit A is a sketch of the Grantor's Land and the Easement Area and is attached hereto and is incorporated herein.

1. Purpose. The purpose of this Easement is to construct, operate, reconstruct, repair, modify, improve, maintain and remove an electric substation within the Easement Area consisting of poles, towers, conductors, insulators, transformers, capacitors, conduits, cross-arms, wires, cables, control center buildings, and other miscellaneous equipment for the transformation, switching, and transmission of electricity. It is understood that the Easement Area described above is located within Grantor's Land and is to be fenced.

2. Compliance with Laws and MPSC Order. Grantee shall use Grantor's Land in compliance with all applicable Federal, State, and local laws, regulations, ordinances, and in accordance with the terms and conditions of the *Order Approving Settlement Agreement and Granting Certificate of Public Convenience and Necessity*, Case No. U-15680, issued by the Michigan Public Service Commission on March 5, 2009 ("MPSC Order").

3. Access to Easement Area. Grantor shall allow Grantee, its, successors and assigns, the perpetual right of its or their agents, contractors, and employees to enter at all times and to use Grantor's existing gravel access driveway along the northerly side of Grantor's Land.

4. Vegetation Maintenance. Grantee may trim, cut down, remove or otherwise control or treat with herbicides any trees, bushes, branches, weeds, grasses, and roots growing in the Easement Area or that could, in Grantee's opinion, grow into the Easement Area, EXCEPT, Grantee may not trim, cut down, remove, or otherwise control any landscaping planted by Grantor pursuant to the MPSC Order without the express written consent of Grantor, which consent shall not be unreasonably denied, conditioned or delayed. Grantee shall notify Grantor by written or electronic mail thirty (30) days prior to any herbicide use and provide herbicide information (including specimen labels and Material Safety Data Sheets (MSDS)), application rate, application method, contractor/applicator information, and area of treatment. Only EPA-approved herbicides for electric substations may be applied.

5. Restoration of Property Damage. If Grantee, its employees, contractors, agents, or their vehicles, equipment, or vegetation management activities cause damage to Grantor's Land while using Grantor's Land for the purposes stated in this Easement, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.

6. Indemnification. Grantee shall indemnify, defend and hold the owner of Grantor's Land harmless from and against all claims, liabilities, damages and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from Grantee's sole negligence or intentional or willful acts or omissions of Grantee, its employees, contractors, agents, licensees, lessees, successors and assigns, and those acting on behalf of the Grantee.

7. Insurance. Throughout the term of this Agreement, the Grantee shall procure and maintain commercial general liability insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Paragraph 6 above), death, or property damage occurring upon the Easement Area, with combined single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) and naming the owner of the Grantor's Land (provided the Grantee has been supplied with the name of the owner of the Grantor's Land in the event of a change thereof) as an additional insured, and at all times provide evidence of such coverage to the owner of the Grantor's Land, upon written request therefor.

8. Successors. This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

9. Non-Use and Abandonment. Should the Easement herein conveyed not be used by Grantee, its successors and assigns, for any purpose herein granted for a period of two years, from and after the date of issuance, then and in that event said easement shall terminate. The Grantee herein, for itself, its successors and assigns, further agrees upon complete abandonment of its facility and upon request of the owner of said land showing a prima facie title to same, to release and quit-claim all rights secured hereby on said land to the then owner. In the event of abandonment of the rights herein conveyed, Grantee agrees to remove its property from the Grantor's Land and Easement Area in a good and workmanlike manner and in a condition satisfactory to Grantor.

10. Notice. All notices shall be sent by the United States Postal Service, or electronic mail, properly addressed to the Parties at their addresses listed below, or may be served personally, on the following authorized representative, or their successors, of the Party to whom the notice is directed:

Grantor's Representative:

Joe Hughes,
Land Management Supervisor
Wolverine Power Supply Cooperative, Inc.
P.O. Box 229
Cadillac, MI 49601
email: jhughes@wpsci.com

Grantee's Representative:

Christine Mason-Soner
VP and General Counsel, Utility Operations
ITC Holdings Corporation
27175 Energy Way
Novi, MI 48377
email: csoneal@itctransco.com

This Easement is exempt from County real estate transfer tax pursuant to MCL §207.505 (5)(f) and exempt from State real estate transfer tax pursuant to MCL §207.526 (6)(f).

WHEREFORE, the Parties have executed this Electric Substation Easement Agreement on the date last inscribed below.

WOLVERINE POWER SUPPLY COOPERATIVE, INC.

(Signed) 
By: Eric D. Baker
Its: President & CEO


(Date) October 9, 2009

ACKNOWLEDGEMENT

STATE OF MICHIGAN §

COUNTY OF MISSAUKEE §

On October 9, 2009, before me a Notary Public in and for said county, Eric D. Baker, President & CEO, Wolverine Power Supply Cooperative, Inc., individually appeared to me, known to be the person(s) described in and who executed the within instrument and who duly acknowledged the same to be his free act and deed.


Notary Public, Laurie J. Millen
State of Michigan, County of Osceola
Acting in County of Missaukee
My Commission expires: 1-9-2013



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: Christine Mason Soneral
Christine Mason Soneral

(Date) October 7, 2009

Its: Vice President and General Counsel
Utility Operations

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On October 7, 2009, before me a Notary Public in and for said county, Christine Mason Soneral, Vice President & General Counsel Utility Operations, individually appeared to me, known to be the person(s) described in and who executed the within instrument and who duly acknowledged the same to be her free act and deed.

Linda E. Sweeney
Notary Public, LINDA E. SWEENEY
State of Michigan, County of WAYNE
Acting in County of OAKLAND
My Commission expires: MAY 26, 2015

Drafted by:
Brian E. Valice, Esq. (P43735)
Staff Attorney
Wolverine Power Supply Cooperative, Inc.
10125 W. Watergate Road, P.O. Box 229
Cadillac, MI 49601-0229
(231) 775-5700

Return to:
Christine Mason Soneral
Vice President and General Counsel Utility Operations
ITCTransmission
27175 Energy Way
Novi, MI 48377
(248) 946-3542

EASEMENT MAP - EXHIBIT A

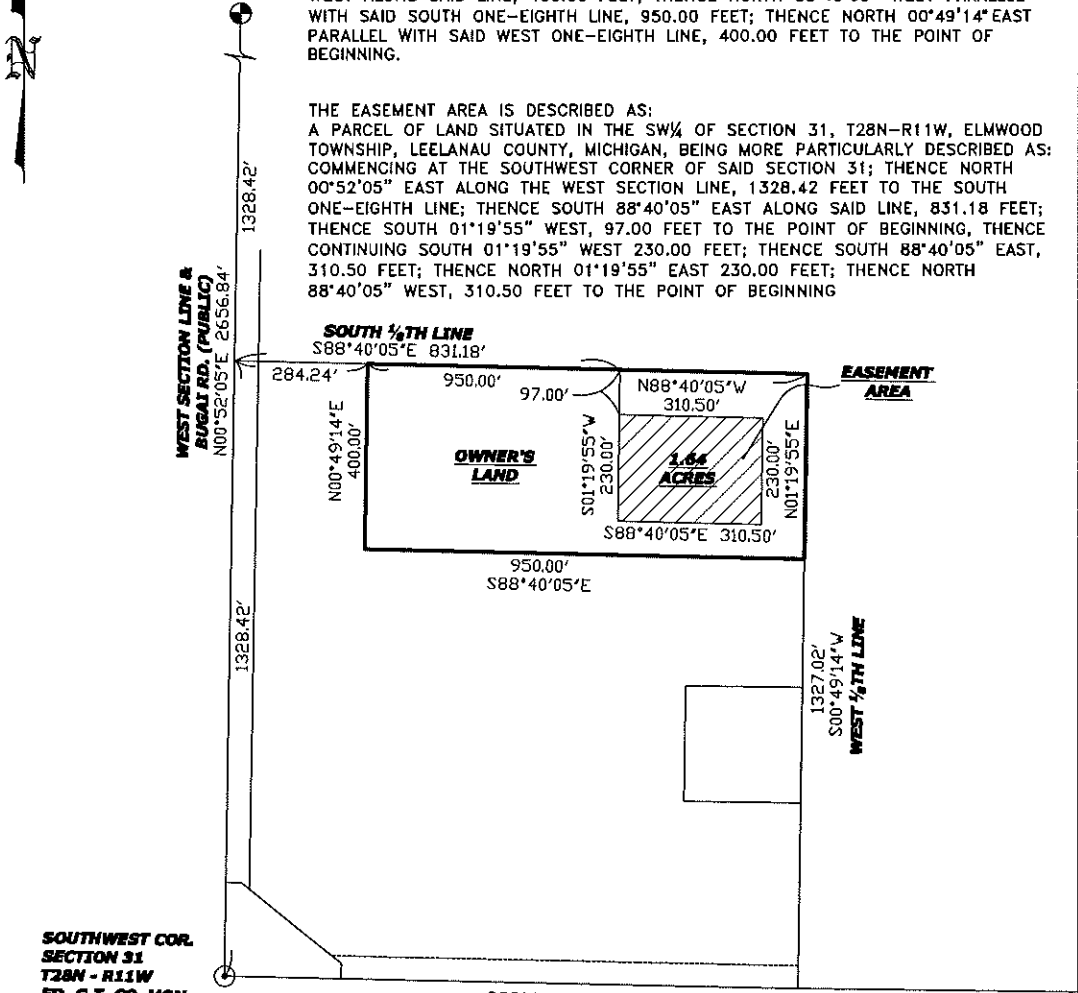
**WEST 1/4 COR.
SECTION 31
T28N - R11W
FD. LEELANAU CO. MON.
P. POLE S20E 97.70'
P. POLE S21W 134.35'
P. POLE N17W 90.10'
14" CHESTNUT N42E 53.88'**

OWNER'S LAND:

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 31, T28N-R11W, ELMWOOD TOWNSHIP, LEELANAU COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00°52'05" EAST ALONG THE WEST SECTION LINE, 1328.42 FEET TO THE SOUTH ONE-EIGHTH LINE; THENCE SOUTH 88°40'05" EAST ALONG SAID LINE, 284.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°40'05" EAST ALONG SAID LINE, 950.00 FEET TO THE WEST ONE-EIGHTH LINE; THENCE SOUTH 00°49'14" WEST ALONG SAID LINE, 400.00 FEET; THENCE NORTH 88°40'05" WEST PARALLEL WITH SAID SOUTH ONE-EIGHTH LINE, 950.00 FEET; THENCE NORTH 00°49'14" EAST PARALLEL WITH SAID WEST ONE-EIGHTH LINE, 400.00 FEET TO THE POINT OF BEGINNING.

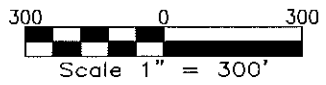
THE EASEMENT AREA IS DESCRIBED AS:

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 31, T28N-R11W, ELMWOOD TOWNSHIP, LEELANAU COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00°52'05" EAST ALONG THE WEST SECTION LINE, 1328.42 FEET TO THE SOUTH ONE-EIGHTH LINE; THENCE SOUTH 88°40'05" EAST ALONG SAID LINE, 831.18 FEET; THENCE SOUTH 01°19'55" WEST, 97.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 01°19'55" WEST 230.00 FEET; THENCE SOUTH 88°40'05" EAST, 310.50 FEET; THENCE NORTH 01°19'55" EAST 230.00 FEET; THENCE NORTH 88°40'05" WEST, 310.50 FEET TO THE POINT OF BEGINNING



**SOUTHWEST COR.
SECTION 31
T28N - R11W
FD. G.T. CO. MON.
P. POLE N25E 124.22'
P. POLE N69E 130.81'
P. POLE S24E 98.74'
P. POLE S38W 76.11'**

S88°43'59"E
**SOUTH SECTION LINE
(HWY. M-72)**



- LEGEND**
- Set Conc. Mon.
 - Set Stake on Line
 - Set Iron
 - Fd. 1/2" Pipe
 - ⊙ Sec. 1/4 Cor.
 - ⊙ Sec. Cor.

BEARINGS AND DISTANCES ARE REPORTED IN MICHIGAN CENTRAL GRID (2112)-(NAD-83)

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<p>Surveying & Engineering LLC 1-888-323-4328 PIL 231-743-3000 Fax 231-743-3001 226 S. MAIN ST. MARION, MI 49855</p>	DATE: 09/15/09	CLIENT: WOLVERINE POWER	FB/PG: 106/54
	DRN BY: FTW	Part of the SW 1/4 Section 31, T28N, R11W, Elmwood Twp., Leelanau Co., MI.	JOB NO.: 07177D
	CHD BY: WES		
	SHEET 1 OF 1		