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TRANSMISSION LINE RIGHT-OF-WAY EASEMENT AGREEMENT

1. KNOW ALL MEN BY THESE PRESENTS, That Wolverine Power Supply Cooperative, Inc., a Michigan non-profit corporation, whose address is 10125 W. Watergate Road, P.O. Box 229, Cadillac, Michigan 49601 (“**Owner**”), for good and valuable consideration, the receipt of which is hereby acknowledged, does grant, warrant and convey a transmission line right-of-way easement (“**Easement**”) unto MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377 (“**Grantee**”), its successors and assigns, for the perpetual right of its or their agents, contractors, and employees to enter at all times upon and to place, construct, operate, maintain or to reconstruct, repair, upgrade, and replace an electric transmission line, related facilities and any buried grounding system thereon and to transmit electricity on said transmission line, and any grounding system upon land situated in Section 31, T28N, R11W, Township of Elmwood, County of Leelanau, State of Michigan, more particularly described as follows:

A strip of land one hundred sixty (160) feet in width, being eighty (80) feet upon each side of a centerline (“Easement Strip”) described in the attached Exhibit A;

together with all rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes described including, but not limited to, the right of ingress and egress to and from said easement on, over and across an existing gravel drive along northern side of Owner’s Land, and Owner’s Land lying northerly and easterly of Grantee’s electric transmission substation. “**Owner’s Land**” is more particularly described in **Exhibit A** attached hereto and incorporated herein. The full right is conveyed to Grantee, its successors or assigns and its or their agents, contractors, or employees to (i) trim, cut down, remove, treat with herbicides, or otherwise control all trees, bushes or brush now or hereafter standing or growing under or within 10 feet outside the conductors of Grantee’s electric transmission line (the “**Wire Zone**”), except such trees, bushes or brush standing or growing within the easterly twenty (20) feet of the Easement Strip, (ii) trim, cut down, remove, treat with herbicides, or otherwise control all trees, bushes or brush over fifteen (15) feet height now or hereafter standing or growing within forty (40) feet on either side of the centerline of Grantee’s electric transmission line, including the easterly twenty (20) feet of the Easement Strip, (iii) perform height reduction trimming of healthy tall growing tree species, and not cut down or remove said trees, that are located beyond forty (40) feet from either side of the centerline of Grantee’s electric transmission line, and (iv) cut down from time to time all dead, weak, leaning, or dangerous trees now or hereafter standing or growing on Grantor’s land adjacent to the Easement Strip that are tall enough to strike Grantee’s electric transmission line when falling. Owner reserves the right to plant low-growing shrubs that have a mature height of less than fifteen (15) feet upon the easterly twenty (20) feet of the Easement Strip for a vegetation screen (the “**Vegetation Screen**”) and Grantee agrees to protect such Vegetation Screen from damage when exercising the rights herein granted.

2. Grantee shall use Owner’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**”). However, Grantee shall indemnify and hold Owner harmless (as well as Owner’s agents, servants, representatives, and directors, officers and employees) from and against any and all claims, actions, causes of action, liability, damages, costs and expenses, including reasonable attorney fees, arising out of or related to any claims or actions brought or made by third parties against Owner as a result of the actions of Grantee and its agents, servants, representatives, subcontractors and employees, which violate the MPSC Order solely with respect to the removal or damage to the Vegetation Screen referenced in paragraph 1 above on the easterly twenty (20) feet of the Easement Strip (collectively, a “**Claim**”). In no event shall Grantee or Grantee’s agents, servants, representatives, subcontractors and employees be liable to Owner for indirect, special or consequential damages, or for a Claim that is the result of the intentional wrongdoing or sole negligence of Owner.

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

4. **TO HAVE AND TO HOLD** the same to Grantee, its successors and assigns, forever. The undersigned agrees that all poles, towers, wires, and other facilities, shall be installed on the aforementioned easement at Grantee’s expense, and the same shall remain the property of Grantee.

5. No buildings or other above-ground structures, except fencing, shall be installed, constructed or permitted in the Easement Strip without Grantee’s prior written consent which consent may be given or withheld in Grantee’s sole discretion. Grantee may remove prohibited structures from the Easement Strip without prior notice and without responsibility for any damage that occurs as a result of such removal.

6. 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. 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 Owner's property in a good and workmanlike manner.

7. The undersigned warrants that the undersigned owns the aforementioned lands and that said lands are free and clear of all encumbrances and liens. This Easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, licensees, lessees, successors and assigns.

8. When applicable, pronouns and relative words shall be read as plural, feminine, or neuter.

WHEREFORE, the Parties have executed this Transmission Line Right-of-Way Easement Agreement on the date last inscribed below.

OWNER:

WOLVERINE POWER SUPPLY COOPERATIVE, INC.

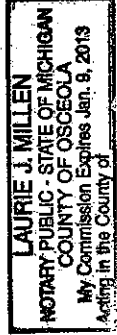
(Signed) Eric D. Baker (dated) October 9, 2009
By: Eric D. Baker
Its: President & CEO

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.

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



GRANTEE:

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

Its: Vice President and General Counsel
Utility Operations

(Date) October 12, 2009

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On October 19, 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: 5/26/2015

LINDA E. SWEENEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES May 26, 2015
ACTING IN COUNTY OF OAKLAND

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, Esq.
Vice President and General Counsel Utility Operations
ITCTransmission
27175 Energy Way
Novi, MI 48377
(248) 946-3542

EASEMENT MAP - EXHIBIT A

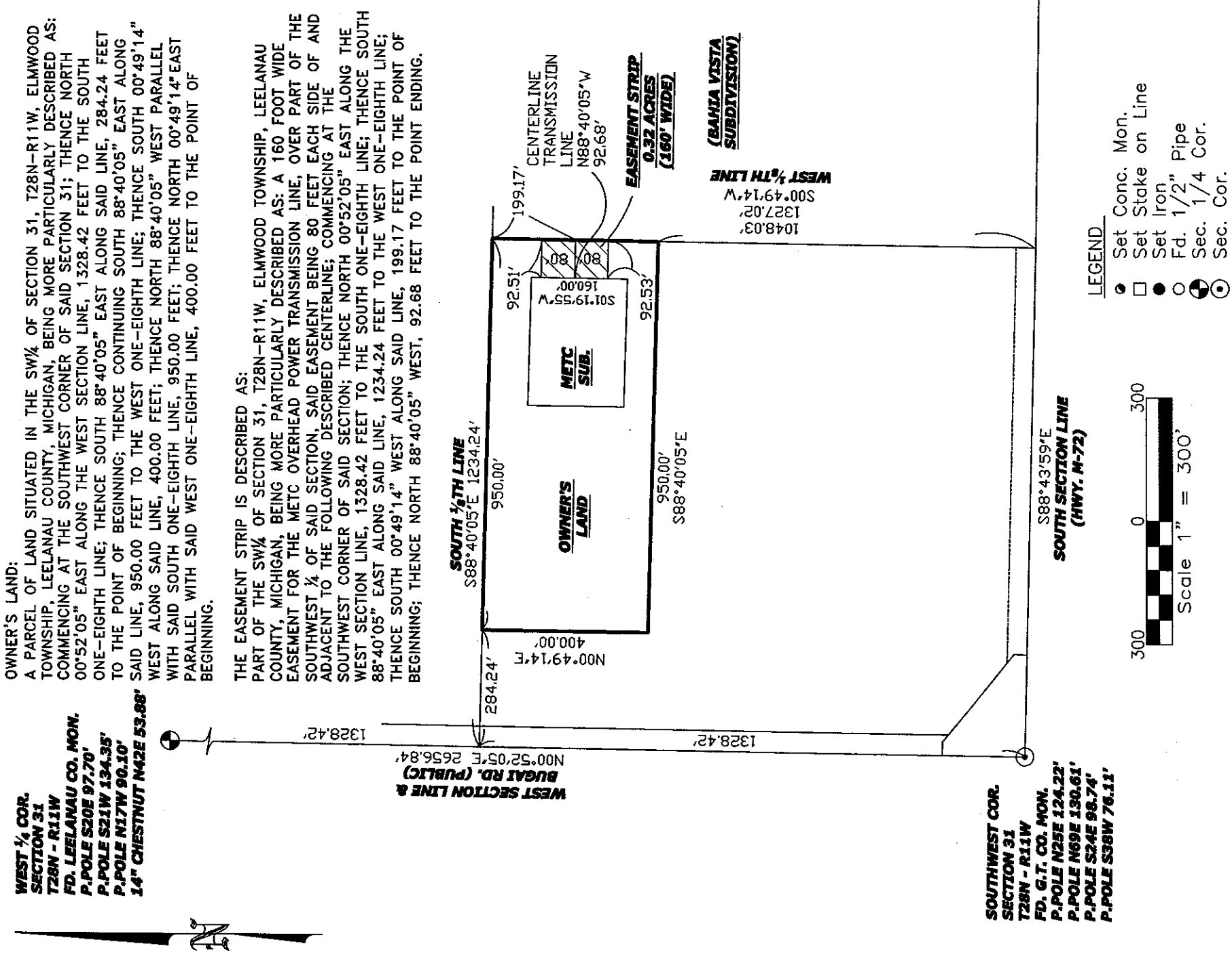
**WEST 1/4 COR.
SECTION 31
T28N - R11W
FD. LEELANAU CO. MON.
P. POLE S20E 97.70'
P. POLE S21W 134.35'
P. POLE N17W 90.10'
14" CHESTNUT N42E 53.88'**

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 WEST ALONG SAID LINE, 400.00 FEET TO THE WEST ONE-EIGHTH LINE; THENCE SOUTH 00°49'14" WEST ALONG SAID LINE, 950.00 FEET; THENCE NORTH 88°40'05" WEST PARALLEL WITH SAID WEST ONE-EIGHTH LINE, 400.00 FEET TO THE POINT OF BEGINNING.

THE EASEMENT STRIP IS DESCRIBED AS:

PART OF THE SW 1/4 OF SECTION 31, T28N-R11W, ELMWOOD TOWNSHIP, LEELANAU COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: A 160 FOOT WIDE EASEMENT FOR THE METC OVERHEAD POWER TRANSMISSION LINE, OVER PART OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID EASEMENT BEING 80 FEET EACH SIDE OF AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; 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, 1234.24 FEET TO THE WEST ONE-EIGHTH LINE; THENCE SOUTH 00°49'14" WEST ALONG SAID LINE, 199.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°40'05" WEST, 92.68 FEET TO THE POINT ENDING.



**SOUTHWEST COR.
SECTION 31
T28N - R11W
FD. G.T. CO. MON.
P. POLE N25E 124.22'
P. POLE N69E 130.61'
P. POLE S24E 98.74'
P. POLE S38W 76.11'**

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

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<p>LCM Surveying & Engineering LLC 1-888-323-0235 P.O. BOX 2000 200 E. MAIN ST., MARION, MI 49855</p>	DATE: 09/15/09 DRN BY: FTW CHD BY: WES SHEET 1 OF 1	CLIENT: WOLVERINE POWER Part of the SW 1/4 Section 31, T28N, R11W, Elmwood Twp., Leelanau Co., MI.	FB/PG: 106/54 JOB NO.: 07177E
	BEARINGS AND DISTANCES ARE REPORTED IN MICHIGAN CENTRAL GRID (2112)-(NAD-83)		