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049083 Liber 58581 Page 517 UCC #
5/3/2023 3:19:56 PM Receipt #000035124
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.0 Transfer Tax
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 27 day of APRIL, 2023 ("Effective Date"), by and between RKR Ventures LLC, a Michigan limited liability company, whose address is 420 Waddington, Bloomfield Hills, MI 48301 ("Grantor") and **INTERNATIONAL TRANSMISSION COMPANY d/b/a ITCTransmission**, 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" as the "Property".

WHEREAS, Grantor desires to convey to Grantee a perpetual easement upon, under, across and through an Easement Area located on the Property as more particularly described and depicted on Exhibit "A" (the "Easement Area"), upon the terms and conditions stated below. lop

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 on the Property with the right, privilege and authority for Grantee, its agents, employees, and contractors, to:

(a) construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove an electric transmission line or lines and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable), and equipment for transmitting electricity and communications ("Grantee's Facilities");

(b) temporarily improve the surface as reasonably necessary to place and operate Grantee's construction vehicles and equipment;

(c) prohibit and/or remove, at Grantee's sole discretion, any buildings or other above ground structures (collectively referred to as "Structures"), excluding currently existing buildings ("Permitted Buildings"), currently existing fences ("Permitted Fences"), and currently existing

surface parking or driveways, which exist as of the Effective Date of this Easement (collectively "Permitted Improvements"). In the event Permitted Improvements currently exist within the Easement Area as of the Effective Date, Grantor may retain such Permitted Improvements provided that, with respect to Permitted Fences, Grantee may: (1) install and maintain a gating system in Permitted Fences, 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 Fences to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fences to substantially the same condition as existed prior to removal;

(d) 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 such prohibited Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. If Grantor proposes to construct any Structures within the Easement Area, a proposed construction plan may be submitted to Grantee for its review and a determination as to whether the proposed Structure would interfere with the safe and reliable operation or maintenance of Grantee's Facilities within the Easement Area. Grantee's approval of a proposed Structure under these circumstances will not be unreasonably withheld;

(e) at any time 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;

(f) have ingress to and egress from the Easement Area at all times on, over and across other portions of the Property; and

(g) enter upon and cross the Easement Area for the above-described purposes on other land(s).

2. Repair and Restoration. Grantee shall:

(a) re-grade, repair and restore any portions of the Easement Area or Property damaged by Grantee's temporary placement of surface improvements for the Grantee's construction, operation, maintenance, repair, reconstruction and use of Grantee's Facilities;

(b) repair or replace at Grantee's sole expense any actual damage located within the Easement Area or Property, arising from Grantee's construction, operation, maintenance, repair, reconstruction and use of Grantee's Facilities. 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) reimburse Grantor, or the owner of the crops if different from the Grantor, the value of any growing crops damaged by Grantee's exercise of any of Grantee's rights under this Agreement.

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.

4. **Binding/Run With The Land.** This conveyance shall be permanent, shall run with the land, and shall be binding upon the parties' successors and assigns.

5. **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).

[The remainder of this page has been intentionally left blank. Grantor's signature and acknowledgment appear on the following page.]

GRANTOR:

RKR Ventures LLC, a Michigan limited liability company

[Signature]

By Jared R. Heger

Its Managing Member

Acknowledged before me in OAKLAND County, State of Michigan, on this 27 day of APRIL, 2023, on behalf of RKR Ventures LLC, a Michigan limited liability company, by JARED ROTHBERGER, its MANAGING MEMBER.

MICHAEL SCHIRA NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OAKLAND My Commission Expires May 17, 2023 Acting in the County of <u>OAKLAND</u>
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Michael Schira
_____, Notary Public

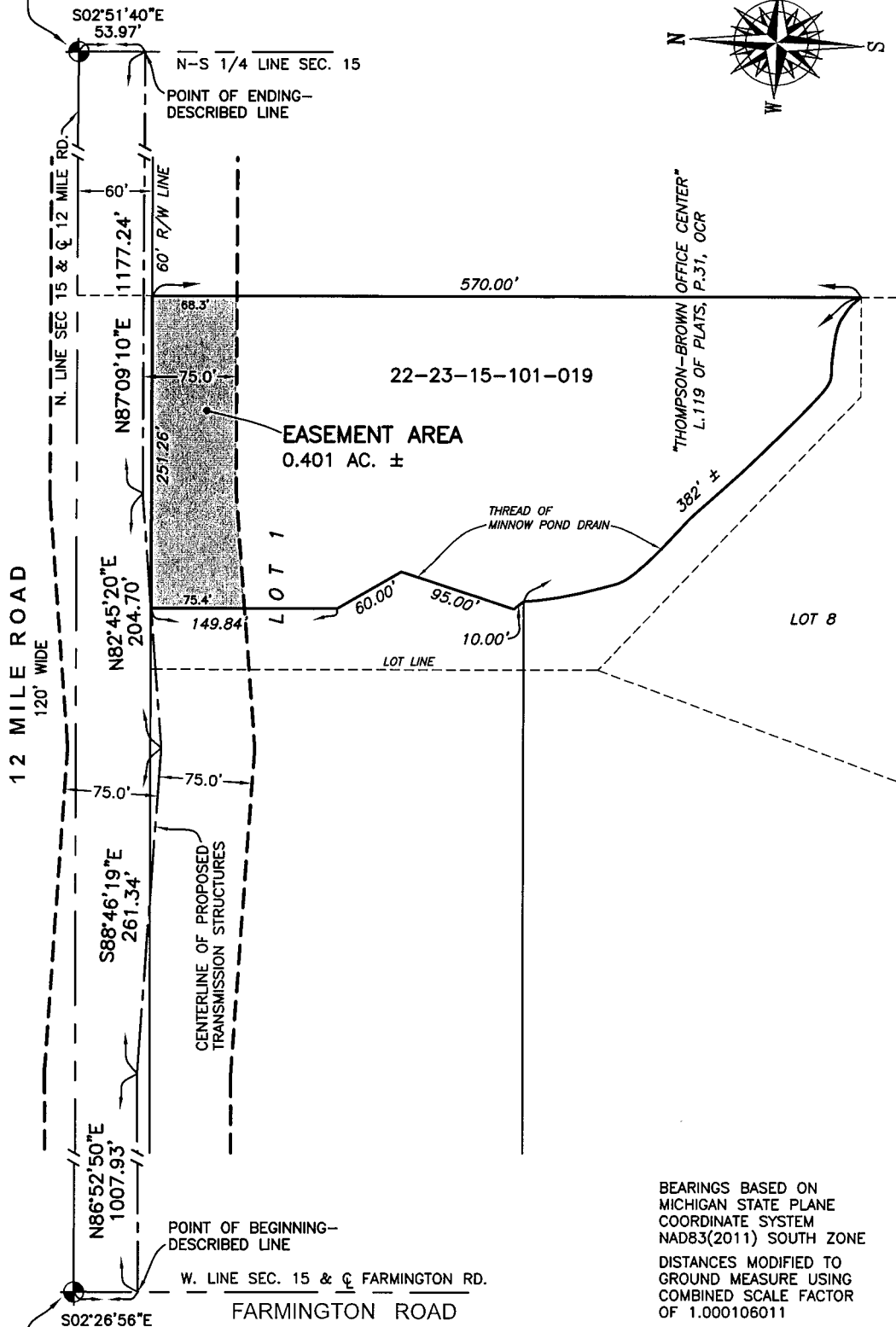
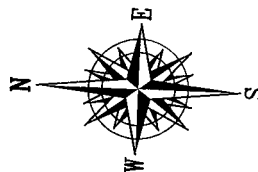
OAKLAND County, MI
Acting in OAKLAND County, MI
My Commission Expires 5.17.2023

Drafted by:
Patricia T. Murphy (P61872)
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377

When recorded return to:
Real Estate Manager
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377

EXHIBIT "A"

NORTH 1/4 COR.
SEC. 15, T1N, R9E
LCRC L.17466, P.823



BEARINGS BASED ON
MICHIGAN STATE PLANE
COORDINATE SYSTEM
NAD83(2011) SOUTH ZONE
DISTANCES MODIFIED TO
GROUND MEASURE USING
COMBINED SCALE FACTOR
OF 1.000106011

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SHEET 1 OF 2

McNEELY & LINCOLN
Associates, Inc.
CIVIL ENGINEERING & LAND SURVEYING
PH. (734) 432-9777 FAX (734) 432-9786
37741 PEMBROKE, LIVONIA, MICHIGAN, 48152
WWW.MNLINC.COM

For ITC Date 11/22/22
Scale 1" = 100' Drawn By DPW
Job No. 9042.277 Checked By MRD

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

That part of Lot 1, "Thompson-Brown Office Center", a subdivision of part of the Northwest 1/4 of Section 15, Town 1 North, Range 9 East, Village of Quakertown (now City of Farmington Hills), Oakland County, Michigan, recorded in Liber 119 of Plats, Page 31, Oakland County Records, lying Easterly and Northerly of the thread of the Minnow Pond Drain.

Description adapted from tax records
Oakland County Tax Parcel #~~22~~23-15-101-019

DESCRIPTION OF EASEMENT AREA

Part of the Northwest 1/4 of Section 15, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as:

All that part of the above-described Property which lies within 75.00 feet on each side of the following Described Line:

Commencing at the Northwest corner of Section 15, Town 1 North, Range 9 East;
thence South 02°26'56" East, along the West line of Section 15 and the centerline of Farmington Road, 54.11 feet to the **Point of Beginning** of the Described Line;
thence North 86°52'50" East 1007.93 feet; thence South 88°46'19" East 261.34 feet;
thence North 82°45'20" East 204.70 feet; thence North 87°09'10" East 1177.24 feet to the **Point of Ending**, said point lying South 02°51'40" East, along the North-South 1/4 line of Section 15, 53.97 feet from the North 1/4 corner of Section 15. The sidelines of the above-described easement shall be extended or shortened to meet at angle points, and to terminate at the boundaries of the above-described Property.

PT. 23-15-101-019

<p>McNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p>	<p>For <u>ITC</u> Date <u>11/22/22</u> Scale <u>1" = 100'</u> Drawn By <u>DPW</u> Job No. <u>9042.277</u> Checked By <u>MRD</u></p>
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