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129540 Liber 59032 Page 288 UCC #
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Lisa Brown. Clerk/Register of Deeds

PERPETUAL ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Perpetual Electric Transmission Line Easement Agreement (the "Agreement") is made this 13th day of November, 2023 ("Effective Date"), by and between **QUAKERTOWN MEDICAL ARTS BUILDING ASSOCIATION**, a Michigan nonprofit corporation, with an address of 32905 W. 12 Mile Road, Ste. 240, Farmington Hills, MI 48334 ("Grantor") and **INTERNATIONAL TRANSMISSION COMPANY d/b/a ITC Transmission**, a Michigan corporation, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("Grantee"). Grantor and Grantee are the "Parties."

WHEREAS, Grantor is the owner of certain real property more particularly described on the attached Exhibit "A" as the "Property".

WHEREAS, Grantee has certain existing rights as recorded at Liber 3825 Page 214 ("Existing Rights").

WHEREAS, Grantor desires to convey to Grantee a perpetual easement upon, over, 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. 6p

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") upon, over, 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 one additional pole or similar steel object (but not including a lattice tower) together with attached crossarms, insulators, wires, and other necessary fixtures, cables (including above ground fiber optic cable), and equipment for transmitting electricity and communications attached thereto, and guard rail(s) (collectively, "Grantee's Facilities").

OK CV

(b) Grantee shall not use the Easement Area to construct or operate a cellular tower absent Grantor's prior express approval which may be withheld at Grantor's sole discretion.

(c) temporarily place and operate Grantee's construction vehicles and equipment during any activities set forth in paragraph (a);

(d) prohibit and/or remove, at Grantee's sole discretion, any buildings or other above ground structures (collectively referred to as "Structures"), excluding structures that existed within the Easement Area as of the Effective Date ("Permitted Structure"). 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. This Agreement is not intended to prohibit, nor does it prohibit, Grantor's restoration, replacement or reconstruction of any Permitted Structure (any subsequent restored, replacement or reconstructed structure referred to herein as "Replacement Structure") in the event that such a Permitted Structure is damaged or destroyed, so long as any Replacement Structure meets the following terms and conditions: (1) the Replacement Structure is located in the same footprint as the damaged or destroyed Permitted Structure; (2) the Replacement Structure does not exceed the maximum height of the damaged or destroyed Permitted Structure; and (3) the Replacement Structure is built with the same or similar general materials as utilized in the damaged or destroyed Permitted Structure;

(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 and at Grantee's sole expense;

(f) have ingress to and egress from the Easement Area at all times on, over and across the existing public drives located on the Property or if such public drives are not available the Parties will work in good faith to find a mutually agreed upon alternate access location; and

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

2. **Non-Interference.** Grantor shall not place any above ground structures within the Easement Area which would interfere with Grantee's rights herein.

3. **Repair and Restoration.** Grantee shall 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

4. **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.

5. **Binding/Run With The Land.** This conveyance shall be perpetual, 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. Nothing in this Agreement shall affect the Grantee's Existing Rights, all of which are preserved and reserved.

7. **Notices.** All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party hereafter may designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

- a. If to Landowner:
ATTN: Quakertown Medical Arts Building Association
32905 W. 12 Mile Road
Suite 240
Farmington Hills, MI 48334
- b. If to ITC:
ITC Holdings Corp.
ATTN: Real Estate Manager
27175 Energy Way
Novi, MI 48377

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery with signed receipt; by overnight courier service, with an original by regular mail. Any such notice or communication shall be effective on receipt or one (1) business day after attempted delivery in the event the addressee refuses delivery.

8. **Assignment.** Either party may assign this Agreement upon written notice to the other party.

9. **Amendment.** This Agreement may only be amended through a written document signed by both Grantor and Grantee. Any such amendment shall be recorded at the Oakland County Register of Deeds.

10. **Michigan Law.** This Agreement shall be governed by and subject to the laws of the State of Michigan.

11. **Entire Agreement.** This Agreement, including the Exhibit A and side letter of same date which is in the possession of the Parties, constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein, except that nothing herein shall be deemed to modify or affect Grantee's Existing Rights, all of which Existing Rights are expressly reserved and preserved.

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).

GRANTOR:

Quakertown Medical Arts Building Association, a Michigan nonprofit corporation

William Ruskin
By [Signature]
Its [Signature]

Acknowledged before me in Oakland County, State of Michigan, on this 13th day of November, 2023 Quakertown Medical Arts Building Association, a Michigan nonprofit corporation, by William Ruskin, its President

[Signature]

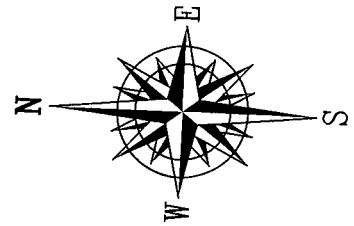
RENEE M. WARE
Notary Public, Oakland County, MI
My Commission Expires 1/14/2024
Acting in Oakland County, MI

Oakland County, MI
Acting in Oakland County, MI
My Commission Expires 1-14-2024

Drafted by:
Geoff M. Denstaedt (P71091)
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"

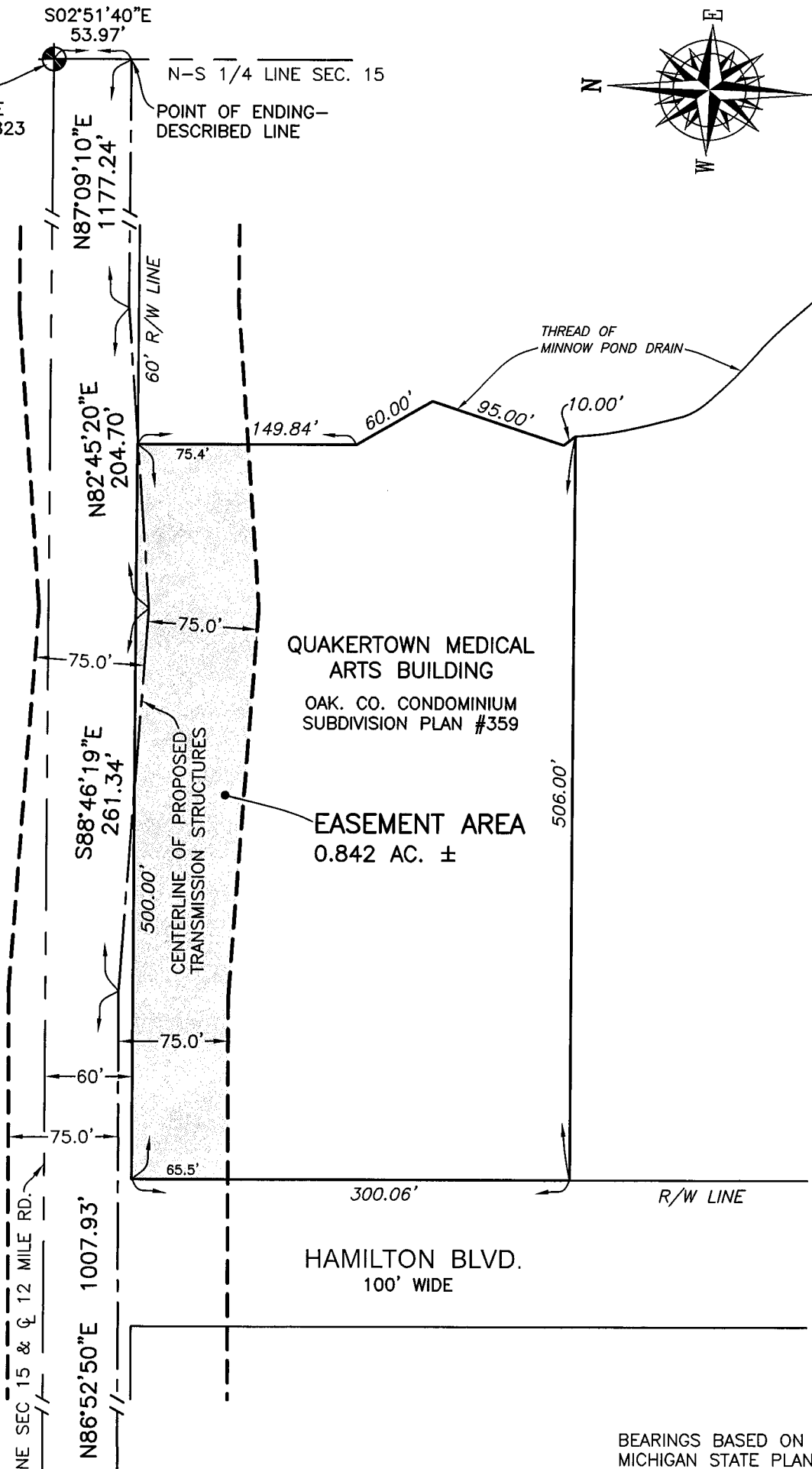


NORTH 1/4 COR.
 SEC. 15, T1N, R9E
 LCRC L.17466, P.823

N-S 1/4 LINE SEC. 15

POINT OF ENDING-
 DESCRIBED LINE

12 MILE ROAD
 120' WIDE



S02°51'40"E
 53.97'

N87°09'10"E
 1177.24'

N82°45'20"E
 204.70'

S88°46'19"E
 261.34'

N86°52'50"E
 1007.93'

149.84'

60.00'

95.00'

10.00'

75.4'

75.0'

75.0'

75.0'

500.00'

75.0'

60'

75.0'

65.5'

300.06'

506.00'

QUAKERTOWN MEDICAL
 ARTS BUILDING
 OAK. CO. CONDOMINIUM
 SUBDIVISION PLAN #359

EASEMENT AREA
 0.842 AC. ±

HAMILTON BLVD.
 100' WIDE

BEARINGS BASED ON
 MICHIGAN STATE PLANE

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

Land situated in the City of Farmington Hills, County of Oakland, State of Michigan, described as follows:

QUAKERTOWN MEDICAL ARTS BUILDING, a Condominium according to the Master Deed recorded in Liber 8511, Pages 172 through 207, as amended, and designated as Oakland County Condominium Subdivision Plan No. 359, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

23-15-102-000 ENT.

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.

ABOVE EASEMENT FALLS WITHIN QUAKERTOWN MEDICAL ARTS BUILDING
OCLP # 359 . 23-15-102-000 ENT.