

LIBER 53154 PAGE 725  
\$21.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
\$5.00 AUTOMATION  
08/20/2019 06:28:59 PM RECEIPT# 94715  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

**PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT**

5<sup>th</sup> This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this day of August 2019, by and between Burdette Properties, LLC, a Delaware limited liability company having a mailing address of 1938 Burdette Street, Ferndale, MI 48220 ("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 shall sometimes be collectively referred to as the "Parties".

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

WHEREAS, Grantee requires a perpetual easement upon, under, across and through a Primary Easement Area and Secondary Easement Area (sometimes collectively as "Easement Area") located on the Property as more particularly described and depicted on Exhibit "A", upon the terms and conditions stated below.

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 Primary Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual easement (the "Primary Easement") over, under, across and through the Primary 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 one (1) double circuit electric transmission line and affiliated Telecommunications Line or Lines (as defined in paragraph 6 below) consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable related to the Telecommunications Line or Lines), and equipment for transmitting electricity and communications relating to same ("Grantee's Facilities"); and

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

(c) prohibit and/or remove, at Grantee's sole discretion, any buildings or other above-ground structures (collectively referred to as "Structures") that are constructed or erected within the Primary Easement Area after the date hereof ("Prohibited Structures"). Grantee may remove such Prohibited Structures from the Primary Easement Area without notice to Grantor and without responsibility for any damage that occurs as a result of such removal. This paragraph is not intended to apply, nor does it apply, to any Structure that existed within the Primary Easement Area as of the date hereof ("Permitted Structure"),

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THIS DOCUMENT HAS BEEN  
ELECTRONICALLY RECORDED

Recorded Date 8/20/19

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except that for any fence that existed in the Primary Easement Area as of the date hereof, Grantee may (1) install and maintain a gating system, of Grantee's choice, in order to obtain access through the fence to the Primary Easement Area for the purposes provided for herein; and (2) cause such fence to be removed as Grantee deems necessary provided that Grantee restores such fence to substantially the same condition as existed prior to removal. If Grantor proposes to construct or erect a Prohibited Structure, a proposed construction plan may be submitted to Grantee for its review and a determination as to whether the proposed Prohibited Structure would interfere with the safe and reliable operation or maintenance of Grantee's Facilities within the Primary Easement Area. Grantee's approval of a proposed Prohibited Structure under these circumstances will not be unreasonably withheld; and

(d) locate Grantee's poles and/or towers within the Primary Easement Area; and

(e) at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Primary Easement Area, all at Grantee's sole and absolute discretion; and

(f) enter upon and cross the Primary Easement Area for the above described purposes on other land(s). The means and entry upon Grantor's land(s) shall be determined by Grantor in its sole discretion and communicated to Grantee by an authorized representative of Grantor prior to each instance of use by Grantee, except in the event of an emergency involving Grantee's electric transmission facilities, in which case, the last access path provided to Grantee shall be followed. The granting of the Easement is subject to the terms, conditions and limitations specified herein, may not be utilized for any other purpose whatsoever, and may be used only in accordance with the terms, condition and restrictions herein set forth. Grantor reserves the right to allow its tenants and their invitees and licensees to use the existing parking in the Primary Easement Area and to maintain such parking area, subject to Grantee's rights set forth in this Easement. Grantee shall not use the Primary Easement Area for staging its construction of Grantee's Facilities on neighboring parcels or storage of materials or equipment for use in connection with construction on neighboring parcels, but Grantee shall be permitted to use the Primary Easement Area for such staging and storage purposes in connection with construction of Grantee's Facilities on the Property

2. **Grant of the Secondary Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual easement (the "Secondary Easement") over, under, across and through the Secondary Easement Area on the Property with the right, privilege and authority for Grantee, its agents, employees, and contractors, to only:

(a) construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove Grantee's Facilities, subject to the requirement that Grantee shall not locate any permanent Grantee's Facilities, or any other permanent structures or improvements, within the Secondary Easement Area; and

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

(c) at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Secondary Easement Area, all at Grantee's sole and absolute discretion; and

(d) enter upon and cross the Secondary Easement Area for the above described purposes on other land(s). The means and entry upon the Property shall be determined by Grantor in its sole discretion and

communicated to Grantee by an authorized representative of Grantor prior to each instance of use by Grantee, except in the event of an emergency involving Grantee's electric transmission facilities, in which case, the last access path provided to Grantee shall be followed.

Grantee shall not use the Secondary Easement Area for staging its construction of Grantee's Facilities on neighboring parcels or for storage of materials or equipment for use in connection with construction on neighboring parcels, but Grantee shall be permitted to use the Secondary Easement Area for such staging and storage purposes in connection with construction of Grantee's Facilities on the Property. Grantor retains the right to use the Secondary Easement Area for its purposes which do not interfere with Grantee's use of the Primary Easement or Secondary Easement including but not limited to construction of Structures.

3. **Ingress and Egress.** Grantor grants to Grantee ingress and egress to the Easement Area on, over and across the Property. Grantor shall work in good faith with Grantee to determine access points that are acceptable to both parties.

4. **Repair and Restoration.** Grantee shall promptly:

(a) re-grade, repair and restore, at Grantee's sole expense, as nearly as possible to its former condition, any portions of the Easement Area or Property owned by Grantor damaged by Grantee in the exercise of any of Grantee's rights under this Agreement; and

(b) repair or replace, at Grantee's sole expense, any actual damage located within the Easement Area or Property, caused by the exercise of any of Grantee's rights under this Agreement. 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.

5. **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.

6. **Telecommunications Line or Lines.** For purposes of this Agreement, the term "Telecommunications Line or Lines" shall be defined as Grantee's internal telecommunications line or lines (and not the telecommunications line of a third-party telecommunications provider).

7. **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.

8. **Grantor's Reservation.** Grantor reserves the right to (a) use the Primary Easement and Secondary Easement for the installation of underground utility lines; and (b) grant easements, rights and privileges over the Primary Easement and Secondary Easement to such other persons as Grantor may deem proper, provided such similar easements, rights and privileges do not unreasonably interfere with or prevent Grantee's use of the Primary Easement and Secondary Easement.

9. **Compliance with Laws.** Grantee shall comply with all applicable laws, rules, regulations and ordinances of competent authorities affecting the Property, including but not limited to those relating to the environment and the National Electric Safety Code. Grantee shall not locate or dispose on or about the Primary Easement or Secondary Easement any substance that is subject to any law or regulation pertaining to public health, safety, protection, or conservation of the environment. In the event, however, that any contamination should occur on the Property solely as a result of Grantee's operations on the Property, Grantee shall clean-up and remediate such contamination of the Property that is solely and conclusively a result of Grantee's operations thereon.

10. **No Rights to Public.** Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any property to the general public or for any public use or purpose whatsoever.

11. **Grantor Indemnity.** Grantor covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless Grantee 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, or possession of the Property by Grantor (or its agents, representatives or contractors), or
- b. damages to the equipment or facilities of Grantee located on the Property, in the event Grantor damages any of Grantee's equipment or facilities located on the Property, 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 Grantor (or its agents, representatives or contractors), on or about the Property.

12. **Grantee Indemnity.** Grantee covenants and agrees, at its sole cost and expense to indemnify, defend and hold 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 or possession of the Property by Grantee (or its agents, representatives or contractors), or
- b. damages to Grantor's real or person property caused 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 agents, representatives or contractors), on or about the Property.

13. **Notices.** Any written notice delivered pursuant to the terms of this Agreement shall be deemed to be properly served if the same be personally delivered or mailed to the following address:

If to Grantee:

International Transmission Company  
27175 Energy Way  
Novi, Michigan 48377  
Attention: Real Estate Department

If to Grantor:

SOMI Holdings LLC  
5770 Oberlin San Diego, CA 92121  
Attention: Legal Dept

14. **Amendments.** This Agreement may be amended, modified, or supplemented only by written agreement between the parties that has been recorded with the Oakland County Register of Deeds. This Agreement was negotiated by the parties with the benefit of legal representation and therefore is agreed to be mutually drafted.

15. **Governing Law.** The parties agree that this Agreement shall be governed by the laws of the State of Michigan. Venue shall lie in Oakland County, Michigan.

16. **Exceptions to Conveyance and Warranty.** This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the Oakland County Register of Deeds or that may be apparent on the Property.

GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT INTERESTS IN THE PROPERTY IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS GRANTING THE EASEMENT WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER).

17. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be an original. A counterpart of this Agreement with separate but fully executed signature pages attached thereto shall have the full force and effect of an original executed instrument.

This Agreement 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).

[SIGNATURE(S) ON NEXT PAGE]

**GRANTOR:**

**Burdette Properties, LLC, a Delaware limited liability company**


**By: SOMI Holdings, LLC, a Delaware limited liability company**

**Its: Sole Member**

**By: CAMM Global, Inc., a Delaware corporation**

**Its: Sole Member**

**CAMM Global, Inc., a Delaware corporation**

By: 

Christian Fuller

Its: Director

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF OAKLAND    )

This instrument was acknowledged before me this 5<sup>TH</sup> day of August 2019, by Christian Fuller, a Director of CAMM Global, Inc., a Delaware corporation.

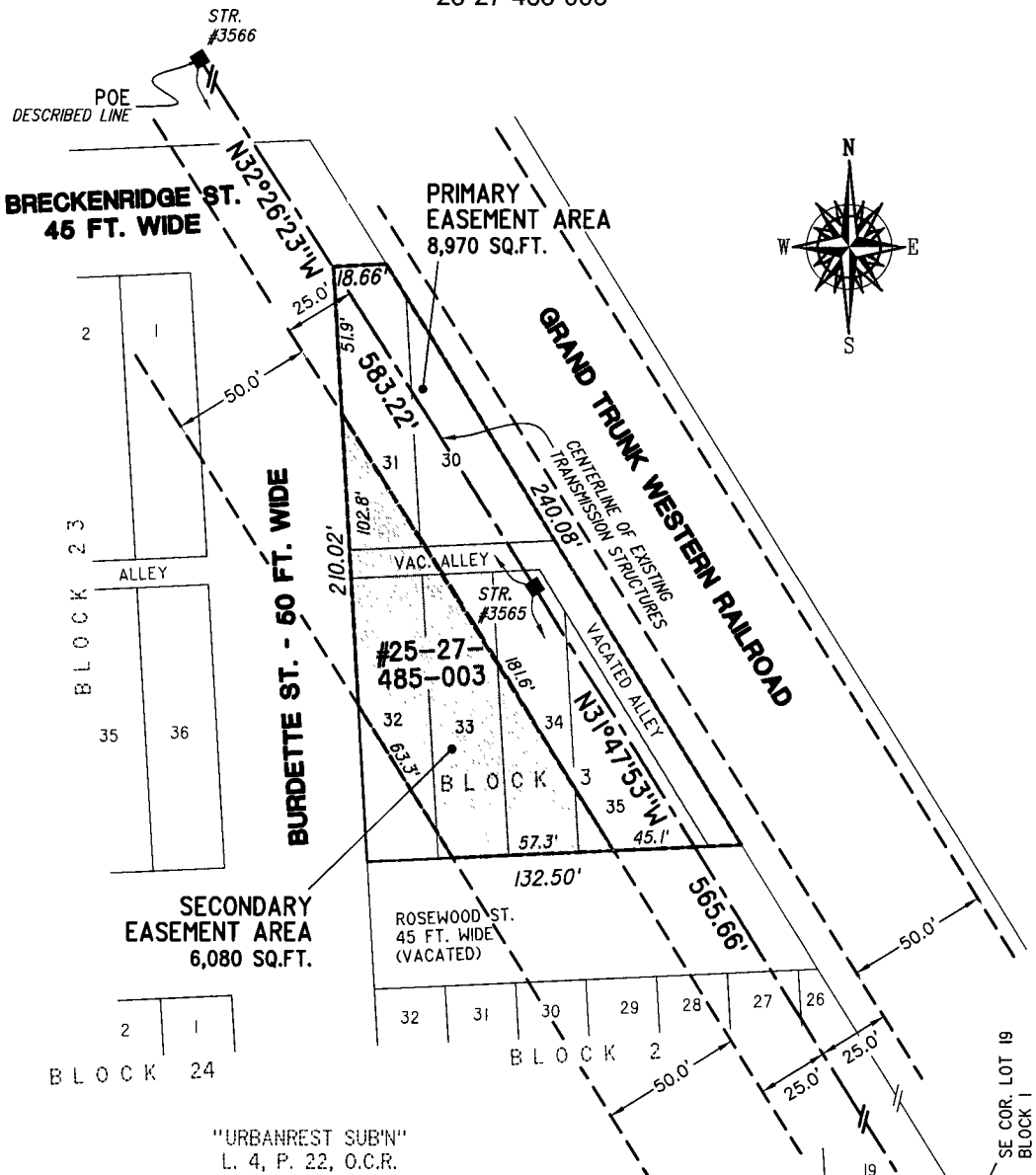
**LEONARDO D. BARNETTE**  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 06-20-2021  
Acting in the County of OAKLAND

  
OAKLAND County, Michigan  
Acting in OAKLAND County, Michigan  
My Commission Expires 06/20/2021

*Prepared by:*  
Matthew S. Hetzner (P73044)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

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

25-27-485-003



**LEGEND**

**N 88° E** = DESCRIBED LINE DIMENSIONS - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83(CORS96)

**N 88° E** = PARCEL DIMENSIONS - BASED ON KEMTEC ALTA/NSPS LAND TITLE SURVEY PROJECT NO. 18-03346 DATED 11/13/2018

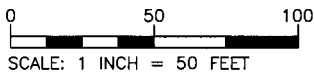
POB = POINT OF BEGINNING

POE = POINT OF ENDING

■ = EXISTING STRUCTURE (NOT TO SCALE)

□ (dashed border) PRIMARY EASEMENT AREA

□ (dotted border) SECONDARY EASEMENT AREA



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Sheet 1 of 2  
8042.783 Exhibits.dwg

**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            I.T.C.            Date 5/14/19  
 Scale 1" = 50' Drawn By SA  
 Job No. 8042.783 Checked By MB



**GRANTOR'S LAND**

Situated in the City of Ferndale, County of Oakland, State of Michigan, as follows

Lots 30 to 35, Block 3, including the vacated public alley in the rear of said Lots and Easterly of Lots 34 and 35 of Urbanrest Subdivision, according to the recorded Plat thereof, as recorded in Liber 4, Page 22 of Plats, Oakland County Records.

Tax ID #25-27-485-003

No known address

(From ATA National Title Group Title Information Report, file no 63-19632671-SCM)

*Note The description of the above described parcel is contained in the Quit Claim Deed recorded in Liber 45933, Page 9, Oakland County Records (last deed of record)*

**DESCRIPTION OF PRIMARY AND SECONDARY EASEMENT AREAS**

Land in the Southeast 1/4 of Section 27, Town 1 North, Range 11 East, City of Ferndale, Oakland County, Michigan, described as

The Primary Easement includes all that part of the Grantor's Land which lies within 25 00 feet on each side of the following described line.

Commencing at the Southeast corner of Lot 19, Block 1, Urbanrest Subdivision, as recorded in Liber 4 of Plats, Page 22, Oakland County Records;

thence South 87 degrees 21 minutes 42 seconds West, along the South line of said Lot 19, 14.87 feet to the

**Point of Beginning;**

thence along said described line the following two (2) courses

(1) North 31 degrees 47 minutes 53 seconds West 565.66 feet, and

(2) North 32 degrees 26 minutes 23 seconds West 583 22 feet to the **Point of Ending.**

TOGETHER WITH. A 50 00 foot wide Secondary Easement over all that part of the Grantor's Land lying adjacent to and Southwesterly of the above described Primary Easement, and a 50 00 foot wide Secondary Easement over all that part of the Grantor's Land lying adjacent to and Northeasterly of the above described Primary Easement. The side lines of the above described Primary and Secondary Easements shall be extended or shortened to meet at angle points, and to terminate at the boundaries of the Grantor's Land

<p><b>MCNEELY &amp; LINCOLN</b> <b>Associates, Inc.</b> CIVIL ENGINEERING &amp; LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p>	<p>For <u>I.T.C.</u> Date <u>5/14/19</u> Scale <u>NA</u> Drawn By <u>SA</u> Job No. <u>8042.783</u> Checked By <u>MB</u></p>
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