



OTSEGO COUNTY MICHIGAN  
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RCVD JUL 16 '12 AM 10:43  
RCVD JUL 9 '12 AM 10:31

**EASEMENT**

On July 2, 2012, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors convey and warrant to Grantee, its successors and assigns, a permanent, perpetual easement over, under, across and through a part of Grantors' Land called the Easement Area, as herein described.

**Grantors are:** Ronald Brand and Rebecca Brand, husband and wife, of 533 Greenfield Lane, Gaylord, Michigan 49735.

**Grantee is:** Michigan Electric Transmission Company, LLC, a Michigan limited liability company, of 27175 Energy Way, Novi, Michigan 48377.

**Grantors' Land** is in Section 16, Town 31 North, Range 3 West, Township of Livingston, County of Otsego and State of Michigan, and is more completely described in Exhibit A attached hereto.

**The Easement Area** is within Grantors' Land, and is more completely described under the heading "Easement Description" in Exhibit A attached hereto.

**1. Purpose:** The purpose of this Easement is to allow Grantee the right to enter at any time upon the Easement Area to (1) construct, operate, maintain, repair, inspect, replace, improve, enlarge or remove overhead electric lines consisting of poles, towers, structures, wires, cables (including fiber optic cable) and other equipment for transmitting electrical energy and communications signals, (2) cross the Easement Area to construct, operate, maintain, repair, inspect, replace, improve, enlarge or remove overhead electric equipment located on other land, and (3) temporarily improve the surface of the Easement Area, as reasonably necessary, in Grantee's discretion, to place and operate Grantee's construction vehicles and equipment; provided Grantee shall remove such temporary surface improvements, and repair pavement and reseed lawn areas it disturbs.

**2. Buildings or other Permanent Structures:** With the exception of any buildings or above-ground structures existing at the time of execution of this Easement, no buildings or other above-ground structures shall be installed, constructed or permitted in the Easement Area without Grantee's prior written consent. Grantee may remove prohibited structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal.

**3. Vegetation Management:** Grantee shall have the right at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing within the Easement Area. The complete exercise of this right may be gradual and not fully completed for some

20883

[LV-9 Brand]

Land Matters

23/4



time in the future.

4. **Access:** Grantors also grant to Grantee the right of access, ingress and egress to the Easement Area on, over and across lands now owned by the Grantors.

5. **Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.

6. **Successors:** This easement runs with the land and binds and benefits Grantors' and Grantee's successors and assigns.

7. **Crop Damage:** Grantee shall pay for actual damage to crops located within the Easement Area, arising out of Grantee's maintenance of the transmission line within the Easement Area.

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:




Ronald Brand

GRANTOR:



Rebecca Brand

Acknowledged before me in Otsego County, State of Michigan, on this 2 day of July, 2012 by Ronald Brand and Rebecca Brand, husband and wife.

  
Michael T. Edwards, Notary Public  
Otsego County, Michigan  
Acting in Otsego County, Michigan  
My Commission Expires 9-20-2012

Prepared by:  
William L. Logan (P54771)  
Law Office of William L. Logan, PLLC  
313 Droste Circle  
East Lansing, MI 48823

When recorded return to:  
Elaine Clifford  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

EXHIBIT A  
LV-9 (BRAND)

**GRANTOR'S LAND**

Land in the Township of Livingston, Otsego County, Michigan described as:

Part of the South one-half of the Southwest one-quarter of Section 16, Town 31 North, Range 3 West, described as: Commencing at the South one-quarter corner of said section; thence North 89 degrees 51 minutes 31 seconds West, along the South line of said section, 809.14 feet; thence North 00 degrees 32 minutes 45 seconds West, 318.74 feet to the **Point of Beginning**; thence continuing North 00 degrees 32 minutes 45 seconds West, 291.52 feet; thence North 46 degrees 20 minutes 21 seconds East, 426.04 feet; thence South 62 degrees 23 minutes 54 seconds East, 105.52 feet; thence South 00 degrees 33 minutes 32 seconds East, parallel with the North-South one-quarter line of said section, 537.77 feet; thence North 89 degrees 51 minutes 31 seconds West, 404.20 feet to the **Point of Beginning**.

**EASEMENT PARCEL:**

Non-exclusive easements as limited, created and defined by that certain instrument recorded in Liber 969, page 772.

Per First American Title Insurance Company Commitment No. 576254 (2207 David Klein), Revision A, printed May 10, 2012 with an effective date of March 12, 2012 @ 8:00 AM

Tax Item No. 080-016-300-010-09



**LIBER 1292**

**PAGE 224**

**EASEMENT DESCRIPTION**

Part of the Southwest 1/4 of Section 16, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan, described as all that part of the above described Grantor's Land which lies within 85.00 feet on each side of the following described line:

Commencing at the West 1/4 corner of Section 16, Town 31 North, Range 3 West; thence South 88 degrees 44 minutes 49 seconds East, along the East-West 1/4 line of Section 16, 1989.46 feet to the **Point of Beginning** of said described line; thence South 02 degrees 51 minutes 39 seconds West 2573.29 feet; thence South 02 degrees 29 minutes 13 seconds East 47.54 feet to the **Point of Ending** of said described line, said point of ending lying South 88 degrees 44 minutes 40 seconds East, along the South line of Section 16, 1888.88 feet from the Southwest corner of Section 16. The side lines of herein described easement are to be prolonged or shortened to meet at angle points and to terminate at the boundaries of the above described Grantor's Land.

REVISED 5/23/12

REVISED 5/15/12

Sheet 2 of 2

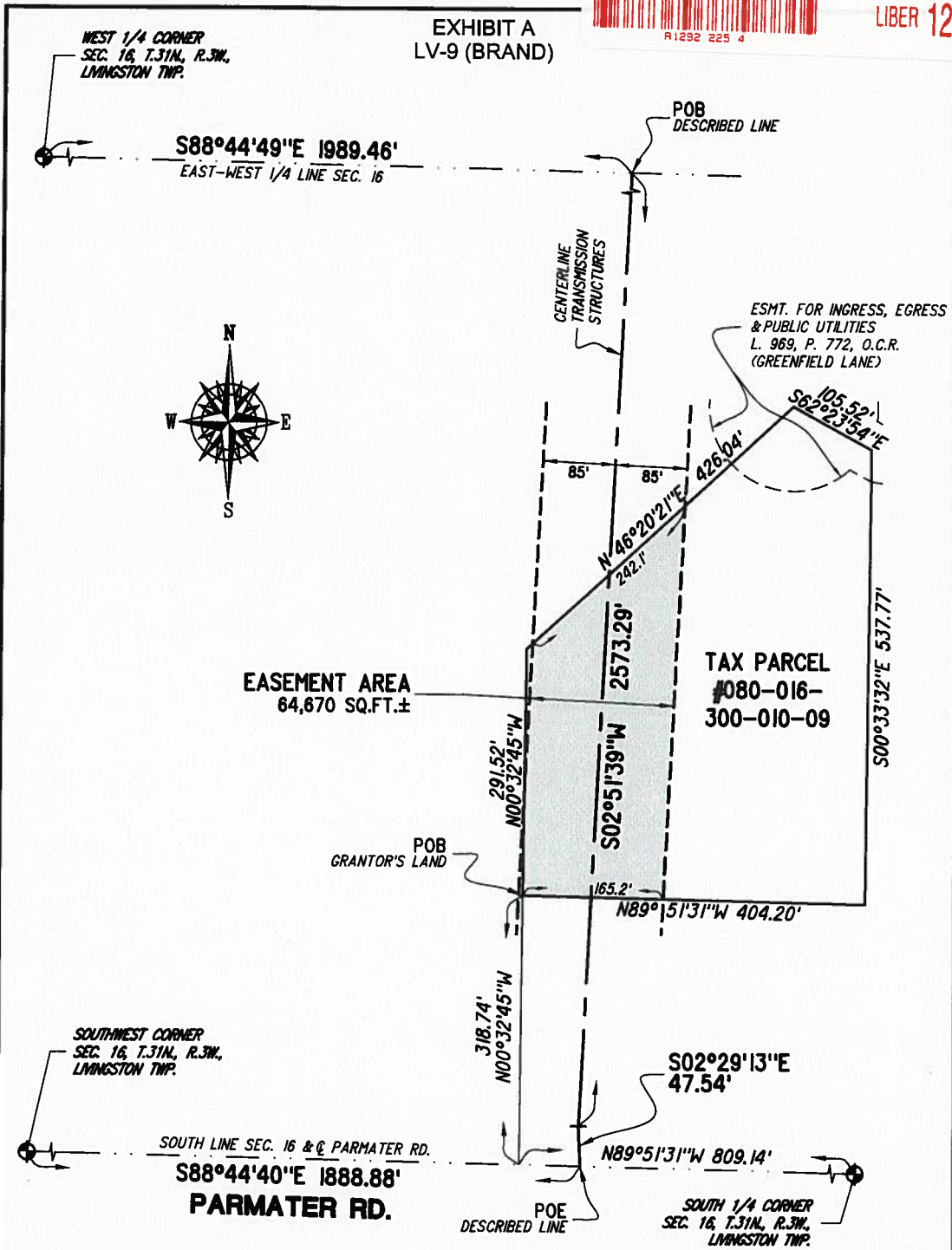
8042.233 Livingston-Vanderbilt 2012 CONST BASE.dwg  
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**MCNEELY & LINCOLN**  
**Associates, Inc.**  
CIVIL ENGINEERING & LAND SURVEYING  
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37741 PEMBROKE, LIVONIA, MICHIGAN, 48152  
WWW.MNLINC.COM

For I.T.C. Date 4/16/12  
Scale NONE Drawn By SA  
Job No. 8042.233 Checked By DW



EXHIBIT A  
LV-9 (BRAND)

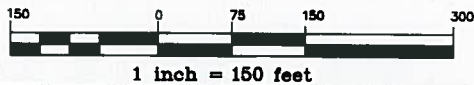


LEGEND

- N 88° E = DESCRIBED LINE DIMENSIONS (BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83(CORS96))
- N 88° E = PARCEL DIMENSIONS (BEARINGS BASED ON DESCRIPTION OF GRANTOR'S LAND)
- POB = POINT OF BEGINNING
- POE = POINT OF ENDING

REVISED 5/23/12  
REVISED 5/15/12  
Sheet 1 of 2

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For            I.T.C.            Date            4/16/12  
Scale            1"=150'            Drawn By            SA  
Job No.            8042.233            Checked By            DW