



OTSEGO COUNTY MICHIGAN  
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SUSAN DEEYTER, CLERK/REGISTER OF DEEDS  
07/16/2012 10:50:33 AM

RCVD JUL 15 '12 AM 10:43

RCVD JUL 9 '12 AM 10:31

**EASEMENT**

On June 26, 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:** Apple Holding, LLC, a Michigan Limited Liability Company, of P.O. Box 672, Lewiston, MI 49756, as to an undivided 2/3 interest, and Tommee Render, Inc., a Michigan corporation, of 2761 Country Road 489, Lewiston, MI 49756, as to an undivided 1/3 interest.

**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

[LV-12 Apple Holding/Render]

*Land matters*  
*E 26/8*



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.

8. **Due Authorization:** Each of the undersigned warrants that he or she is an officer, member or manager of the applicable Grantor and is duly authorized and empowered to execute this Easement on behalf of such Grantor, and that the applicable Grantor has taken all necessary action to approve the grant of this easement to Grantee.

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:**

**APPLE HOLDING, LLC,**  
a Michigan limited liability company

By: [Signature]  
Name: Barry Owens  
Its: Member

Acknowledged before me in Osseo County, State of Michigan, on this 26<sup>th</sup> day of June, 2012 by Barry Owens, the member of Apple Holding, LLC, a Michigan limited liability company, on behalf of the limited liability company.

[Signature]  
Deborah S. Poeder, Notary Public  
Ottawa County, Michigan  
Acting in Osseo County, Michigan  
My Commission Expires 12/25/14

*[SIGNATURE AND ACKNOWLEDGMENT OF TOMMEE RENDER, INC. ON FOLLOWING PAGE]*

**GRANTOR:**

**TOMMEE RENDER, INC.,**  
a Michigan corporation

By: *[Signature]*

Name: Tommece E. Render

Its: President



LIBER 1292

PAGE 247

Acknowledged before me in Oscego County, State of Michigan, on this 26th day of June, 2012 by Tommece E. Render, the President of Tommece Render, Inc., a Michigan corporation, on behalf of the corporation.

*[Signature]*  
Deborah S. Poeder, Notary Public  
Oscego County, Michigan  
Acting in Oscego County, Michigan  
My Commission Expires 12/25/14

*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-12 (APPLE HOLDING, LLC / RENDER)

WEST 1/4 CORNER  
SEC. 16, T.31N, R.3W,  
LIVINGSTON TWP.

S88°44'49"E 1989.46'  
EAST-WEST 1/4 LINE SEC. 16

POB  
DESCRIBED LINE



LIBER 1292

PAGE 248

CENTERLINE  
TRANSMISSION  
STRUCTURES

POB  
GRANTOR'S LAND

318.67'  
S89°51'32"E

383.55'  
N89°51'32"W

SOUTH 1/8  
LINE SEC. 16

EASEMENT AREA  
33,820 SQ.FT.±

325.91'  
N01°49'22"E

TAX PARCEL  
#080-016-  
300-010-05

S02°51'39"W  
2573.29'

N52°23'54"W  
117.62'

S00°33'32"E 460.94'

MORGAN RD.  
NORTH-SOUTH LINE SEC. 16  
& E. MORGAN RD.

33' DRIVEWAY ESMT.  
L. 969, P. 772, O.C.R.

N69°55'43"W  
232.76'

N81°33'16"W 10.80'

ESMT. FOR INGRESS, EGRESS  
& PUBLIC UTILITIES  
L. 969, P. 772, O.C.R.  
(GREENFIELD LANE)

S02°29'13"E  
47.54'

S88°44'40"E 1888.88'

SOUTH LINE SEC. 16 & E. PARMATER RD.

PARMATER RD.

SOUTH 1/4 CORNER  
SEC. 16, T.31N, R.3W,  
LIVINGSTON TWP.

POE  
DESCRIBED LINE

SOUTHWEST CORNER  
SEC. 16, T.31N, R.3W,  
LIVINGSTON TWP.

LEGEND

N 88° E = DESCRIBED LINE DIMENSIONS (BEARINGS  
BASED ON MICHIGAN STATE PLANE  
COORDINATES, MAD83(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

Sheet 1 of 2

8042.233 Livingston-Vanderbilt 2012 CONST BASE.dwg  
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1 inch = 150 feet

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 4/16/12  
Scale 1"=150' Drawn By SA  
Job No. 8042.233 Checked By DW

EXHIBIT A  
LV-12 (APPLE HOLDING, LLC / RENDER)



LIBER 1292

PAGE 249

**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 00 degrees 33 minutes 32 seconds West, along the North-South one-quarter line of said section 1310.32 feet to the South one-eighth line of said section; thence North 89 degrees 51 minutes 32 seconds West, along said South one-eighth [line], 383.55 feet to the **Point of Beginning**; thence South 00 degrees 33 minutes 32 seconds East, parallel with the North-South one-quarter line, 460.94 feet; thence North 81 degrees 33 minutes 16 seconds West, 10.80 feet; thence North 52 degrees 23 minutes 54 seconds West, 117.62 feet; thence North 69 degrees 55 minutes 43 seconds West, 232.76 feet; thence North 01 degrees 49 minutes 22 seconds East, 325.91 feet to the South one-eighth line of said section; thence South 89 degrees 51 minutes 32 seconds East, along said South one-eighth line, 318.67 feet to the **Point of Beginning**. The above described parcel contains 2.92 acres of land, more or less.

**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. 576257 (2207 David Klein) printed April 5, 2012 with an effective date of March 21, 2012 @ 8:00 AM

[Bracketed] information added for clarity

Tax Item No. 080-016-300-010-05

**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

Sheet 2 of 2

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