



OTSEGO COUNTY MICHIGAN
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09/04/2012 11:34:35 AM

RCVD SEP4'12 @11:32

EASEMENT

On June 27, 2012, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent, perpetual easement over, under, across and through a part of Grantor's Land called the Easement Area, as herein described.

Grantor is: North Valley Properties, LLC, a Michigan limited liability company, of 313 Tamarack Drive, Saline, Michigan 48176.

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

Grantor's Land is in Section 28, 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 Grantor's 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 provide access to the Easement Area and 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 time in the future.

[LV-4 North Valley]

Land Matters
011230 Tallmadge Woods Dr.
LR 49534
29
T

FILE



4. **Access:** Grantor also grants to the Grantee the right to access the Easement Area by way of an approximately 60-foot wide gravel road which runs across Grantor's Land as depicted on Exhibit B attached hereto (the "Access"). Grantor also grants to Grantee the right to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing within or upon the Access and to temporarily improve the surface of the Access, as reasonably necessary in Grantee's discretion, to drive upon, place or operate Grantee's construction vehicles and equipment. In the event the gravel road is not accessible or the gravel road is no longer in existence, Grantee shall have the right to use a reasonable route across Grantor's Land to access the Easement Area.

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 Grantor's 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:** The undersigned warrants that he or she is an officer, member or manager of the Grantor and is duly authorized and empowered to execute this Easement on behalf of the Grantor, and that the 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:

NORTH VALLEY PROPERTIES, LLC,
a Michigan limited liability company

By: [Signature]
Scott Katke
Its: Member

Acknowledged before me in Okego County, State of Michigan, on this 27th day of June, 2012 by Scott Katke, member of North Valley Properties, LLC, a Michigan limited liability company, on behalf of the limited liability company.

DEBORAH S. POEDER
Notary Public, State of Michigan
County of Ottawa
My Commission Expires: December 25, 2014
Acting in the County of Okego

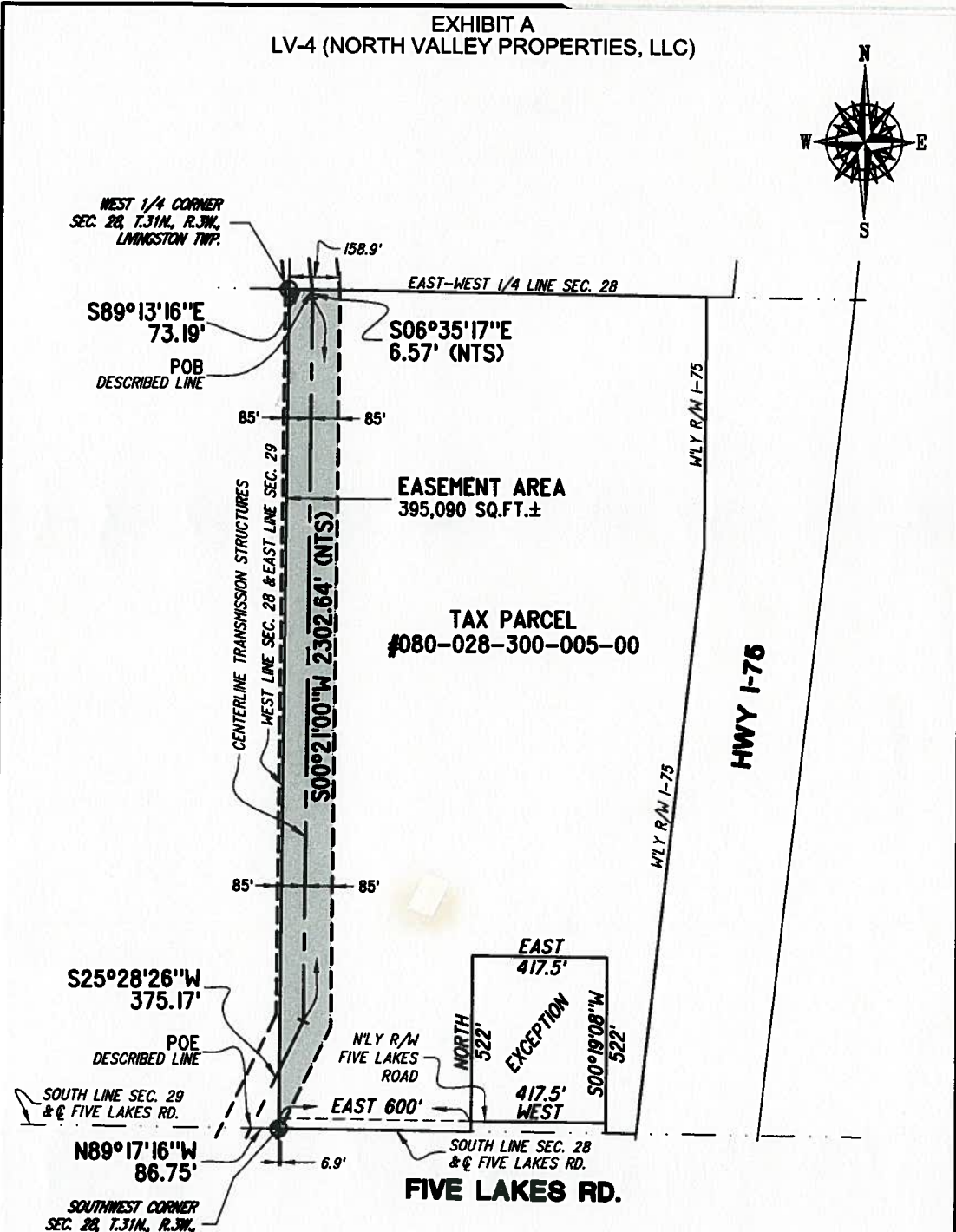
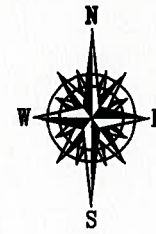
[Signature], Notary Public
Ottawa County, Michigan
Acting in Okego County, Michigan
My Commission Expires 12.25.14

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-4 (NORTH VALLEY PROPERTIES, LLC)



LEGEND

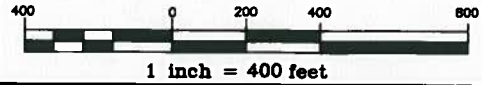
N 88° E = DESCRIBED LINE DIMENSIONS (BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83(CORS96))

N 88° E = PARCEL DIMENSIONS (BEARINGS BASED ON DESCRIPTION OF GRANTOR'S LAND)

POB = POINT OF BEGINNING

POE = POINT OF ENDING

NTS = NOT TO SCALE



REVISED 5/23/12
Sheet 1 of 2

8042.233 Livingston-Vanderbilt 2012 CONST BASE.dwg
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 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152
 WWW.MNLINC.COM

For I.T.C. Date 4/16/12
 Scale 1"=400' Drawn By SA
 Job No. 8042.233 Checked By DW



EXHIBIT A
LV-4 (NORTH VALLEY PROPERTIES, LLC)

GRANTOR'S LAND

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

The West 1/2 of the Southwest 1/4 of Section Twenty-Eight (28), Town 31 North, Range 3 West, lying West I-75 Right-of-way, Except Interstate Highway I-75 and also excepting, commencing at a point on the North boundary of the County Road which runs along the South Section line of Section 28, Town 31 North, Range 3 West, which point is 600 feet East of the West Section line of said Section 28, running thence North 522 feet parallel with the said West section line, thence East 417 1/2 feet parallel with said [County Road]; thence South 522 feet parallel [with said West Section line; thence West along the North boundary of said County Road 417 1/2] feet to the Point of Beginning.

Per First American Title Insurance Company Commitment No. 576249 (2207 David Klein) printed April 2, 2012 with an effective date of March 23, 2012 @ 8:00 AM

(Portion of description relating to excepted parcel is improperly worded in title description and in Quit Claim Deed recorded in L. 1162, P. 228, O.C.R., and does not contain a closing course – [bracketed] information taken from description of Grantor's Land in other documents of record)

Tax Item No. 080-028-300-005-00

EASEMENT DESCRIPTION

Part of the Southwest 1/4 of Section 28, and part of the Southeast 1/4 of Section 29, 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 28 and the East 1/4 corner of Section 29, Town 31 North, Range 3 West;
thence South 89 degrees 13 minutes 16 seconds East, along the East-West 1/4 line of Section 28, 73.19 feet to the **Point of Beginning** of said described line;
thence South 06 degrees 35 minutes 17 seconds East 6.57 feet;
thence South 00 degrees 21 minutes 00 seconds West 2302.64 feet;
thence South 25 degrees 28 minutes 26 seconds West 375.17 feet to the **Point of Ending** of said described line, said point of ending lying North 89 degrees 17 minutes 16 seconds West, along the South line of Section 29, 86.75 feet from the Southeast corner of Section 29 and the Southwest corner of Section 28. 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.

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



EXHIBIT B
LV-4 (NORTH VALLEY PROPERTIES, LLC)
ACCESS EASEMENT

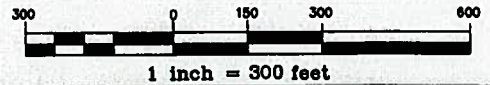
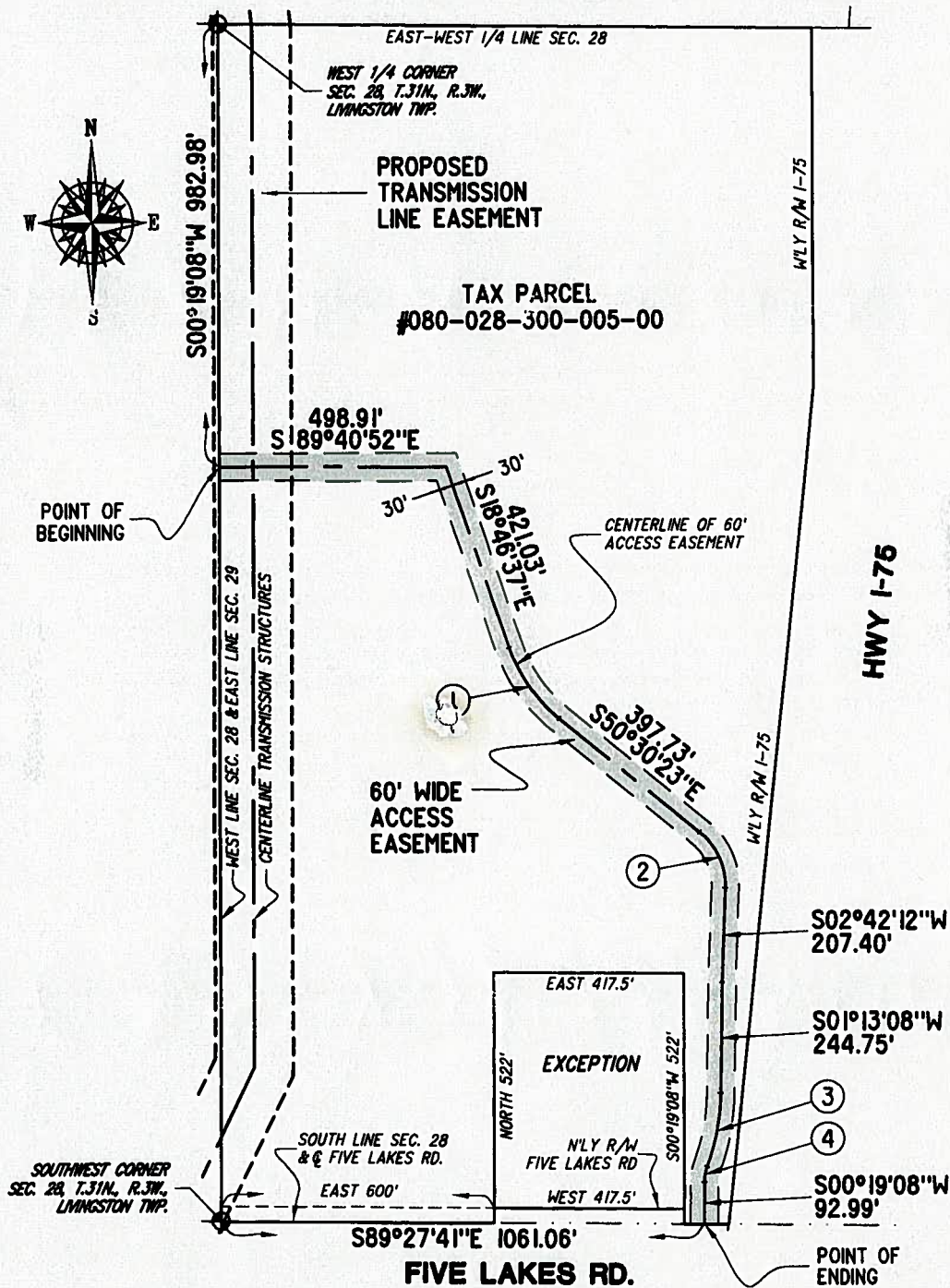
CURVE DATA

①
R = 350.00'
A = 193.82'
D = 31°43'46"
CB = S34°38'30"E
C = 191.36'
T = 99.47'

②
R = 150.00'
A = 139.30'
D = 53°12'35"
CB = S23°54'06"E
C = 134.35'
T = 75.13'

③
R = 500.00'
A = 166.93'
D = 19°07'43"
CB = S10°46'59"W
C = 166.15'
T = 84.25'

④
R = 100.00'
A = 34.96'
D = 20°01'43"
CB = S10°19'59"W
C = 34.78'
T = 17.66'



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Scale 1"=300' Drawn By SA
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EXHIBIT B
LV-4 (NORTH VALLEY PROPERTIES, LLC)
ACCESS EASEMENT

ACCESS EASEMENT DESCRIPTION

Part of the Southwest 1/4 of Section 28, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan, which lies 30 feet on each side of the following described centerline:

Commencing at the West 1/4 corner of Section 28, Town 31 North, Range 3 West;
thence South 00 degrees 19 minutes 08 seconds West, along the West line of Section 28, 982.98 feet to the Point of Beginning of said centerline;
thence South 89 degrees 40 minutes 52 seconds East 498.91 feet;
thence South 18 degrees 46 minutes 37 seconds East 421.03 feet to the beginning of a curve concave to the Northeast, having a radius of 350.00 feet;
thence Southeasterly 193.82 feet, along the arc of said curve, through a central angle of 31 degrees 43 minutes 46 seconds (the chord of said curve bears South 34 degrees 38 minutes 30 seconds East 191.36 feet);
thence South 50 degrees 30 minutes 23 seconds East 397.73 feet to the beginning of a curve concave to the Southwest, having a radius of 150.00 feet;
thence Southeasterly 139.30 feet, along the arc of said curve, through a central angle of 53 degrees 12 minutes 35 seconds (the chord of said curve bears South 23 degrees 54 minutes 06 seconds East 134.35 feet);
thence South 02 degrees 42 minutes 12 seconds West 207.40 feet;
thence South 01 degree 13 minutes 08 seconds West 244.75 feet to the beginning of a curve concave to the West, having a radius of 500.00 feet;
thence Southerly 166.93 feet, along the arc of said curve, through a central angle of 19 degrees 07 minutes 43 seconds (the chord of said curve bears South 10 degrees 46 minutes 59 seconds West 166.15 feet) to the beginning of a curve concave to the East, having a radius of 100.00 feet;
thence Southerly 34.96 feet, along the arc of said curve, through a central angle of 20 degrees 01 minute 43 seconds (the chord of said curve bears South 10 degrees 19 minutes 59 seconds West 34.78 feet);
thence South 00 degrees 19 minutes 08 seconds West 93.99 feet to the South line of Section 28 and the Point of Ending said centerline, said point of ending lying distant South 89 degrees 27 minutes 41 seconds East along the South line of Section 28, 1061.06 feet from the Southwest Corner of Section 28. The side lines of herein described easement are to be shortened or lengthened as necessary to meet at angle points and to terminate at the boundaries of the Grantor's Land.

Sheet 2 of 2
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<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> </u> I.T.C. <u> </u> Date <u>7/25/12</u> Scale <u> </u> NONE <u> </u> Drawn By <u>SA</u> Job No. <u>8042.233</u> Checked By <u>DW</u></p>
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