



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

RCVD JUL 9 '12 AM 10:31

EASEMENT

RCVD JUL 16 '12 AM 10:42

On June 25, 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: Livingston Township, a Municipal corporation, of Old 27 North, Gaylord, Michigan 49735.

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 32, 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 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-3 Livingston]

FILE
20855

Land Matters 0-11230 Tallmadge Woods Dr
GR MI 49534

E 23/4



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

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 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:

LIVINGSTON TOWNSHIP,
a Municipal corporation

By: *Norman L Brecheis*
Name: NORMAN L BRECHEIS EN
Its: SUPERVISOR

Acknowledged before me in OTSEGO County, State of Michigan, on this 25th day of June, 2012 by Norman L Brecheis the Supervisor of Livingston Township, a Municipal corporation, on behalf of the Municipal corporation.

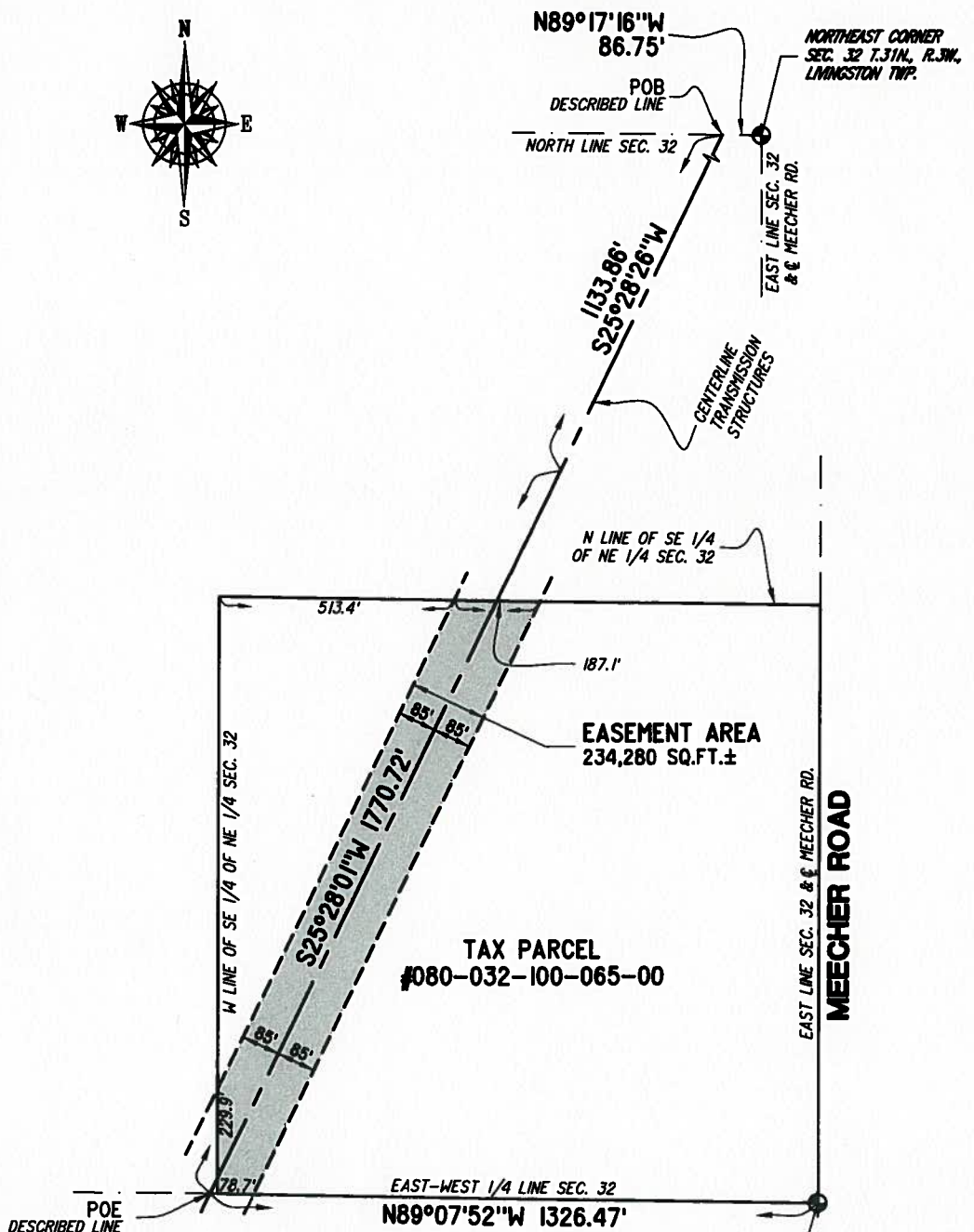
Elizabeth M. Mena
Elizabeth M. Mena Notary Public
OTSEGO County, Michigan
Acting in OTSEGO County, Michigan
My Commission Expires May 14, 2014

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-3 (LIVINGSTON TOWNSHIP)



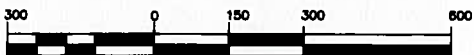
LEGEND

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



1 inch = 300 feet

REVISED 5/23/12

Sheet 1 of 2

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

For I.T.C. Date 4/16/12

Scale 1"=300' Drawn By SA

Job No. 8042.233 Checked By MB

EXHIBIT A
LV-3 (LIVINGSTON TOWNSHIP)

GRANTOR'S LAND

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

The Southeast 1/4 of the Northeast 1/4 of Section 32, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan.

Per First American Title Insurance Company Commitment No. 576248 (2207 David Klein) printed April 2, 2012 with an effective date of March 19, 2012 @ 8:00 AM

Tax Item No. 080-032-100-065-00



LIBER 1292

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EASEMENT DESCRIPTION

Part of the Northeast 1/4 of Section 32, 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 Northeast corner of Section 32, Town 31 North, Range 3 West;
thence North 89 degrees 17 minutes 16 seconds West, along the North line of Section 32, 86.75 feet to the **Point of Beginning** of said described line;
thence South 25 degrees 28 minutes 26 seconds West 1133.86 feet;
thence South 25 degrees 28 minutes 01 second West 1770.72 feet to the **Point of Ending** of said described line, said point of ending lying North 89 degrees 07 minutes 52 seconds West, along the East-West 1/4 line of Section 32, 1326.47 feet from the East 1/4 corner of Section 32. 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
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