



OTSEGO COUNTY MICHIGAN
RECEIVED FOR RECORD
SUSAN DEFEYTER, CLERK/REGISTER OF DEEDS
09/27/2012 10:29:43 AM

RCVD SEP27'12 AM10:28

EASEMENT

On Sept 17, 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: Albert C. Phelps and Joan L. Phelps, husband and wife, of 1121 Florence Avenue, Eau Claire, WI 54701.

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

Grantors' Land is in Section 33, Town 32 North, Range 3 West, Township of Corwith, 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. Notwithstanding anything in the foregoing to the contrary, these rights shall not include the right to construct an electrical substation facility in the Easement Area.

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

FILED

Land Matters
0-11230 Tallmadge Woods
GR 49534
E 23
4



Easement Area. The complete exercise of this right may be gradual and not fully completed for some time in the future.

4. **Access:** Grantee shall have ingress and egress to the Easement Area at all times and, in addition, shall have access on, over and across other lands owned by the Grantor only in the event that Grantee determines in its sole and absolute discretion that an imminent threat to Grantee's facilities and equipment exists and access to the Easement Area is not otherwise available through the public right of way.

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:

Albert C. Phelps
Albert C. Phelps

GRANTOR:

Joan L. Phelps
Joan L. Phelps

Acknowledged before me in Eau Claire County, State of Wisconsin, on this 17th day of September, 2012 by Albert C. Phelps and Joan L. Phelps, husband and wife.

Jason R. Otto, Notary Public
Eau Claire County, WI
Acting in Eau Claire County, WI
My Commission Expires 1-27-2013

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

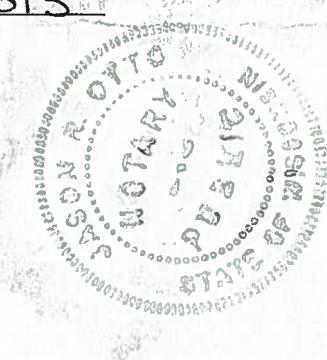


EXHIBIT A
LV-16 (PHELPS)

GRANTOR'S LAND

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

The East 1/2 of the Northwest 1/4 of Section 33, Town 32 North, Range 3 West.

Per First American Title Insurance Company Commitment No. 583664 (2207 David Klein)
printed May 31, 2012 with an effective date of May 10, 2012 @ 8:00 AM

Tax Item No. 042-033-200-005-00

EASEMENT DESCRIPTION

Part of the Northeast 1/4 of Section 33 and part of the Northwest 1/4 of Section 33, Town 32 North, Range 3 West, Corwith 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 33, Town 32 North, Range 3 West;
thence North 88 degrees 03 minutes 23 seconds West along the North line of said Section 33, 2603.93 feet to the **Point of Beginning** of said described line;
thence South 00 degrees 14 minutes 15 seconds West 44.68 feet;
thence South 00 degrees 16 minutes 26 seconds West 2594.66 feet to the **Point of Ending** of said described line, said point of ending lying distant North 88 degrees 11 minutes 40 seconds West along the East-West 1/4 line of Section 33, 2603.62 feet from the East 1/4 corner of Section 33. 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.



LIBER 1300 PAGE 199

Sheet 2 of 2

8042.233 Livingston-Vanderbilt 2012 CONST BASE.dwg
COPYRIGHT ©2012 MCNEELY & LINCOLN ASSOCIATES, INC.

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 6/8/12
Scale NONE Drawn By SA
Job No. 8042.233 Checked By DW