



OTSEGO COUNTY MICHIGAN
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EASEMENT

On August 16th, 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: Henry Smolarz, Martin Smolarz and Richard Smolarz, all married men, survivors of themselves and their deceased joint tenants, Ignace J. Smolarz, aka Ignatius J. Smolarz, whose death certificate is recorded in Liber 384, Page 234, Otsego County Records and Hattie V. Smolarz, whose death certificate is recorded in Liber 1289, Page 372, Otsego County Records, as joint tenants and not as tenants in common, with full rights of survivorship, whose address is 5525 Pyke School Road, Gaylord, MI 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 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.

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

STATE FILE

Land Matters GIRMF 49534

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easement Area. The complete exercise of this right may be gradual and not fully completed for some 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, *with advance notice unless in case of emergency.*

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).

MS
MS
RS
epc
KJJ

GRANTOR:

Henry Smolarz
Henry Smolarz

GRANTOR:

Martin Smolarz
Martin Smolarz

GRANTOR:

Richard Smolarz
Richard Smolarz

Acknowledged before me in Otsego County, State of Michigan on this 16th day of August, 2012 by Henry Smolarz, Martin Smolarz and Richard Smolarz, as joint tenants with full rights of survivorship.

KELLY JACOBSEN
Notary Public, State of Michigan
County of Ottawa
My Commission Expires: 6/21/2017
Acting in the County of Otsego

Kelly Jacobsen
Kelly Jacobsen, Notary Public
Ottawa County, Michigan
Acting in Otsego County, Michigan
My Commission Expires 6/21/2017

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-17 (SMOLARZ)

GRANTOR'S LAND

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

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

Per First American Title Insurance Company Commitment No. 583667 (2207 David Klein)
printed May 31, 2012 with an effective date of May 15, 2012 @ 8:00 AM

Tax Item No. 042-033-200-015-00

EASEMENT DESCRIPTION

Part of the Southeast 1/4 of Section 33 and part of the Southwest 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 East 1/4 corner of Section 33, Town 32 North, Range 3 West;
thence North 88 degrees 11 minutes 40 seconds West along the East-West 1/4 line of said
Section 33, 2603.62 feet to the **Point of Beginning** of said described line;
thence South 00 degrees 16 minutes 26 seconds West 1653.78 feet;
thence South 16 degrees 05 minutes 02 seconds West 111.82 feet to the **Point of Ending** of
said described line, said point of ending lying distant North 00 degrees 07 minutes 20 seconds
East along the North-South 1/4 line of Section 33, 862.29 feet from the South 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

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8042.233 Livingston-Vanderbilt 2012 CONST BASE.dwg
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For I.T.C. Date 6/8/12
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