



OTSEGO COUNTY MICHIGAN
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07/16/2012 10:50:33 AM

RCVD JUL 9 '12 AM 10:31

EASEMENT

RCVD JUL 16 '12 AM 10:43

On JUNE 28, 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: Devonian Hydrocarbons, Inc., a Michigan corporation, of ~~8015~~ ^{1019 BEE} Essex, Weidman, MI 48893.

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 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 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.

Land Matter
E 23/4

20808



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 an officer or board member 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:

DEVONIAN HYDROCARBONS, INC.

a Michigan corporation

By: [Signature]
Name: Bruce E. Ellis
Its: President

CLARENCE J COLE JR
Notary Public, State of Michigan
County of Ottawa
My Commission Expires May 20, 2013
Acting in the County of Isabella

Acknowledged before me in Isabella County, State of Michigan, on this 28th day of June, 2012 by Bruce E. Ellis, the President of Devonian Hydrocarbons, Inc., a Michigan corporation, on behalf of the corporation.

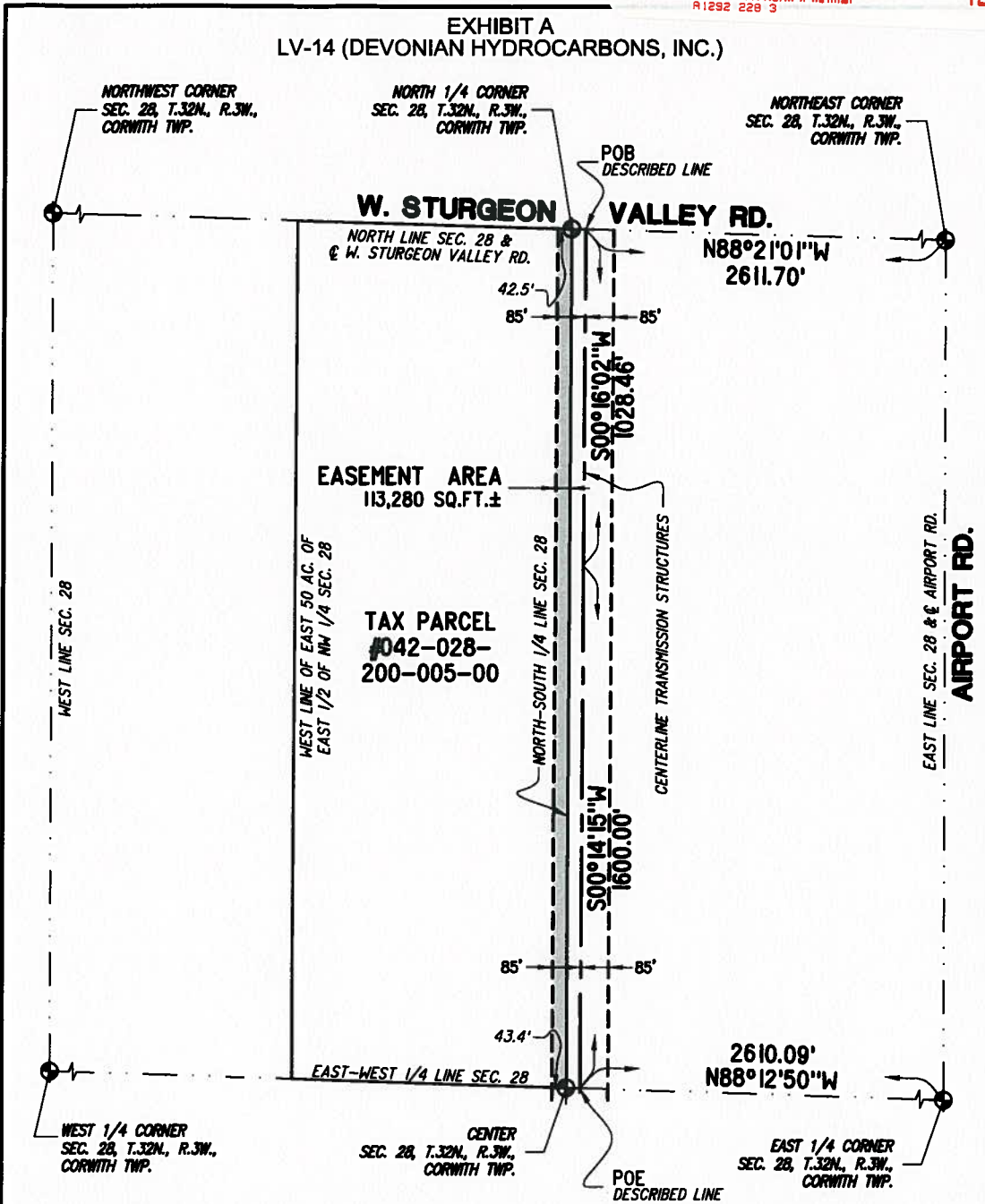
[Signature]
Clarence J. Cole Jr., Notary Public
County, Michigan
Acting in Isabella County, Michigan
My Commission Expires 5/20/2013

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-14 (DEVONIAN HYDROCARBONS, INC.)



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 = 400 feet

Sheet 1 of 2
8042.233 Livingston-Vanderbilt 2012 CONST BASE.dwg
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McNEELY & LINCOLN
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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 1"=400' Drawn By SA
Job No. 8042.233 Checked By DW

EXHIBIT A
LV-14 (DEVONIAN HYDROCARBONS, INC.)



LIBER 1292

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GRANTOR'S LAND

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

The East 50 acres of the East 1/2 of the Northwest 1/4 of Section 28, Town 32 North, Range 3 West.

Per First American Title Insurance Company Commitment No. 583672 (2207 David Klein) printed May 31, 2012 with an effective date of May 15, 2012 @ 8:00 AM

Tax Item No. 042-028-200-005-00

EASEMENT DESCRIPTION

Part of the Northeast 1/4 of Section 28 and part of the Northwest 1/4 of Section 28, 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 28, Town 32 North, Range 3 West; thence North 88 degrees 21 minutes 01 second West along the North line of said Section 28, 2611.70 feet to the **Point of Beginning** of said described line; thence South 00 degrees 16 minutes 02 seconds West 1028.46 feet; thence South 00 degrees 14 minutes 15 seconds West 1600.00 feet to the **Point of Ending** of said described line, said point of ending lying distant North 88 degrees 12 minutes 50 seconds West along the East-West 1/4 line of Section 28, 2610.09 feet from the East 1/4 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.

Sheet 2 of 2
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For I.T.C. Date 6/8/12
Scale NONE Drawn By SA
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