

PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT

This Permanent Electric Transmission Line Easement Agreement (the “Agreement”) is made this _____ day of _____, 20____ (“Effective Date”), by and between **City of Ann Arbor**, a Michigan municipal corporation, with an address of 301 East Huron St., Ann Arbor, MI 48104 (“Grantor”) and **INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns (“Grantee”).

WHEREAS, Grantor states that it is the owner of certain real property as conveyed through a deed recorded in Liber 4021, Page 479, of Deeds, Washtenaw County Records, more particularly described on the attached Exhibit “A” (the “Property”).

WHEREAS, Grantor desires to convey to Grantee a perpetual easement upon, under, across and through an Easement Area located on the Property as more particularly described and depicted on Exhibit “A” (the “Easement Area”), upon the terms and conditions stated below.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. **Grant of the Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual easement (the “Easement”) over, under, across and through the Easement Area on the Property with the right, privilege and authority for Grantee, its agents, employees, and contractors, to:

(a) construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove an electric transmission line or lines and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable), and equipment for transmitting electricity and communications (“Grantee’s Facilities”);

(b) temporarily improve the surface as reasonably necessary to place and operate Grantee’s construction vehicles and equipment;

(c) except as provided in Section 7 of this Agreement, prohibit and/or remove, at Grantee's sole discretion, any buildings or other above ground structures (collectively referred to as "Structures"), excluding currently existing buildings ("Permitted Buildings"), currently existing fences ("Permitted Fences"), currently existing dumpsters and affiliated enclosures ("Permitted Dumpster Enclosures"), and currently existing surface parking or driveways, which exist as of the Effective Date of this Easement (collectively "Permitted Improvements"). In the event Permitted Improvements currently exist within the Easement Area as of the Effective Date, Grantor may retain such Permitted Improvements provided that, with respect to Permitted Fences, Grantee may: (1) install and maintain a gating system in Permitted Fences, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of Grantee's Facilities as provided for herein; and (2) cause such Permitted Fences to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fences to substantially the same condition as existed prior to removal;

(d) except as provided in Section 7 of this Agreement, prohibit and/or remove, at Grantee's sole discretion, any future construction of above-ground Structures located or proposed to be located within the Easement Area. Grantee may remove such prohibited Structures from the Easement Area without prior notice and without responsibility for any damage to the Structures that occurs as a result of such removal;

(e) locate Grantee's poles and towers within the Easement Area as near as possible to the transmission line depicted on Exhibit A;

(f) at any time cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Easement Area, all at Grantee's sole and absolute discretion, except that Grantee shall not use any chemical or biological controls without prior written permission from Grantor;

(g) subject to the terms of this Easement, enter upon and cross the Easement Area for the above-described purposes on other parcels.

2. Except for foundations or anchors reasonably necessary to support poles or towers, Grantee's Facilities shall be entirely above ground. Grantee acknowledges that the Property is subject to sewer easements recorded in Liber 1888, Page 49 and Liber 3455, Page 456, Washtenaw County Records ("Sewer Easements"). Grantee shall not place any permanent surface or subsurface structures, foundations, or anchors within the Sewer Easements. Grantee shall make reasonable efforts to minimize the number of poles or towers within the Easement Area.

3. The Grantee, prior to entering upon the Easement Area under this Easement, shall obtain prior approval of the office of the Manager of the Ann Arbor Airport, which approval shall not be unreasonably withheld, except in the event of an emergency or imminent threat to public health or safety, in which case notice may be given to the Manager simultaneously upon entering the Easement Area.

4. Grantee shall not permit any maintenance or construction equipment on the Property which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas without such prior approval from the Manager of the Ann Arbor Airport; provided, however, that such prior approval shall not be necessary when an emergency condition exists and immediate action by the Grantee is necessary to protect the public health or safety. When an emergency condition exists, the ingress and egress of Grantee will be coordinated with the Manager of the Ann Arbor Airport.

5. Grantee shall not construct nor permit to stand above ground level on the Easement Area any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces, based upon current runways or future runways which may be constructed.

6. Grantee shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within the Easement Area.

7. At such time in the future as deemed necessary by the Grantor, the Grantor may enter and construct airport improvements, including without limitation, runways, taxiways, extensions, associated lighting, etc. ("Airport Improvements") upon said Easement Area provided that such Airport Improvements do not unreasonably interfere with the rights given to Grantee under this Easement. Grantor must provide notice to Grantee at least 90 days prior to the start of any such construction. Notwithstanding the above, Grantor may propose to construct or erect a rail spur from the existing Ann Arbor Railroad over the Easement Area, provided a proposed construction plan is submitted to Grantee for its review and a determination as to whether the rail spur would interfere with the safe and reliable operation or maintenance of Grantee's Facilities within the Easement Area. Grantee's approval of a proposed rail spur under these circumstances will not be unreasonably withheld.

8. Grantee agrees to maintain and protect at its own expense Grantee's Facilities or appurtenances and equipment within the Easement Area. Should a change in airport operations or standards require the upgrade or additional protection of the Grantee's Facilities, the cost shall be paid by Grantee.

9. Grantee agrees to pay for any increased cost of maintaining and operating the Grantee's Facilities resulting from the relocation of Grantee's Facilities and shall perform all necessary maintenance at its own expense in accordance with specifications approved by the Grantor and Grantee.

10. Grantee agrees to save and keep Grantor and the State of Michigan harmless from and indemnify it against any penalty, damage or charges imposed for any violation of any laws or ordinances, and at all times to protect, indemnify and save Grantor and the State of Michigan harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or any other occurrence on or about the Easement Area as described, causing injury to any person or property, arising by reason of construction, operation and maintenance, and use of Grantee's Facilities. Grantor reserves the right of full use of the Property subject to rights granted.

11. **Repair and Restoration.** Grantee shall:

(a) re-grade, repair and restore at Grantee's sole expense any portions of the Easement Area or Property damaged by Grantee's temporary placement of surface improvements for the Grantee's construction, operation, maintenance, repair, reconstruction and use of Grantee's Facilities; and

(b) repair or replace at Grantee's sole expense any actual damage located within the Easement Area or Property, arising from Grantee's construction, operation, maintenance, repair, reconstruction and use of Grantee's Facilities. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damage to the extent that such damage results from Grantor's negligence. Upon reasonable notice to Grantee that damage has been sustained, the parties shall work cooperatively to identify the damage and to determine the scope of repair or replacement work.

12. **Applicable Laws/Environmental.** All of Grantee's work within the Easement Area shall be performed in accordance with applicable laws, including environmental laws. Grantee shall not use PCBs in the Easement Area. Grantee shall not permit the use, storage, or presence of hazardous materials (except in lawful quantities, used properly) or generation of hazardous waste on or within the Easement Area. If there is spillage or discharge, as a result of Grantee's activities, of paint, oil, gasoline or other toxic or potentially hazardous materials, or any other contamination within the Easement Area, Grantee shall provide all necessary clean-up and remediation at Grantee's expense. If Grantee disturbs any contaminated soil in the Easement Area, after notice by Grantor of the existence of or the potential existence of such contamination, and as a result is required to dispose of the contaminated soil, Grantee shall be responsible for the costs of sampling, analysis, handling and disposing of the contaminated soil. Grantor shall approve of the disposal of any soil removed from the Easement Area and the disposal location. Grantee shall notify Grantor as promptly as reasonably possible after discovery of any suspected contaminated soil.

13. **Insurance.** Grantee will at all times maintain appropriate levels and types of insurance commercially prudent for the types of activities Grantee is undertaking and the responsibilities Grantee is assuming under this Agreement. Grantee shall promptly provide evidence of such insurance upon the written request of Grantor.

14. **Removal.** If this Agreement expires or is terminated for any reason, Grantee shall either (a) remove Grantee's Facilities and any other property belonging to it from the Easement Area at Grantee's cost and restore the Easement Area as nearly as practical to the condition it was in immediately prior to the installation of the Permitted Facilities or (b) abandon the Permitted Facilities in place if that would be less intrusive to the Easement Area, provided that abandonment must be consented to by the Grantor. Any Permitted Facilities or other property belonging to Grantee remaining on, in, or under the Easement Area after the Removal Period shall automatically become the property of Grantor, but Grantor shall nevertheless be permitted to remove and dispose of all such property at Grantee's cost except where they are to be abandoned in place.

15. **Binding/Run With The Land.** This conveyance shall be permanent, shall run with the land, and shall be binding upon the parties' successors and assigns.

16. **Limited Use/Non-Use.** Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.

17. **Concurrent Use.** Activities under this Agreement are intended to be a "concurrent use" of airport property as defined by the Michigan Department of Transportation ("MDOT") and the Federal Aviation Administration ("FAA"). Grantee acknowledges that this Agreement is entered into during a pending review by MDOT and/or FAA and that if, as a result of that review: (1) MDOT or FAA request additional or modified language be included in this Agreement in order to qualify as a concurrent use, Grantee shall execute a revised Agreement containing such language; (2) MDOT or FAA require additional steps, such as environmental review, the parties shall cooperate to perform the required steps and Grantee shall pay the costs therefor, or (3) MDOT or FAA conclude that the Easement is not a concurrent use and require a land release process, the parties shall cooperate to obtain the land release and Grantee shall pay all related costs therefor.

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:

City of Ann Arbor, a Michigan municipal corporation

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

STATE OF MICHIGAN
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me on _____, 2018, by Christopher Taylor and Jacqueline Beaudry, respectively the Mayor and City Clerk of the City of Ann Arbor.

_____, Notary Public
County of _____, Michigan
Acting in County of _____
My Commission Expires:

Drafted by:
Patricia T. Murphy (P61872)
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377

When recorded return to:
Real Estate Manager
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377

DRAFT

EXHIBIT A
SITE 3252
 THE CITY OF ANN ARBOR

NORTHWEST CORNER
 SECTION 16
 T3S, R6E
 PITTSFIELD TOWNSHIP

E. ELLSWORTH ROAD
 NORTH LINE, SECTION 16

P.O.C.
 NORTH 1/4 CORNER
 SECTION 16
 T3S, R6E
 PITTSFIELD TOWNSHIP

LINE SEGMENT TABLE		
SEGMENT	LENGTH	DIRECTION
L1	102.42'	N88°13'42"E
L2	24.95'	S88°14'33"W





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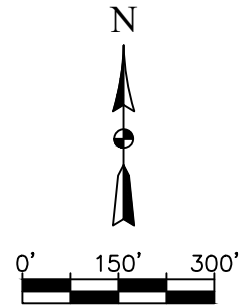
CRS REALTY
 COMPANY LLC
 #L-12-16-
 200-038

RUNWAY ASSOCIATES
 #L-12-16-275-007

NOTE: THIS IS NOT A
 BOUNDARY SURVEY

LEGEND

-  TRANSMISSION LINE
-  EASEMENT AREA
- N 88° E**
 DESCRIBED EASEMENT - BEARINGS BASED
 ON MICHIGAN STATE PLANE COORDINATES,
 NAD83, SOUTH ZONE, INTERNATIONAL FOOT
 SECTION CORNER
-  P.O.B. POINT OF BEGINNING
-  P.O.C. POINT OF COMMENCEMENT



1 INCH = 300 FEET

Easement area 42,480 Square Feet



CLIENT:
 INTERNATIONAL TRANSMISSION COMPANY

PROJECT: PIONEER - STATE

JOB: 1054-17-8089

DATE: 9-6-2017

REV.: 10-4-2017

SHEET: 1 OF 2

PROPERTY

(PER QUIT CLAIM DEED, LIBER 4021, PAGE 479)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, THENCE S 88° 51' 59" E 1977.29 FEET ALONG THE NORTH LINE OF SAID SECTION 16 AND CENTERLINE OF ELLSWORTH ROAD TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE S 00° 45' 08" W 225.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S 00° 45' 08" W 442.63 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE S 88° 50' 00' E 661.94 FEET ALONG SAID NORTH LINE TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 16; THENCE S 00° 30' 30" W 668.03 FEET ALONG SAID NORTH AND SOUTH 1/4 LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE N 88° 48' 03" W 1329.58 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE N 00° 59' 48" E 1089.47 FEET ALONG SAID WEST LINE; THENCE N 89° 23' 01" E 660.31 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND CONTAINING 26.90 ACRES OF LAND, MORE OR LESS.

(PER WARRANTY DEED, LIBER 1510, PAGE 533)

THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 16, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

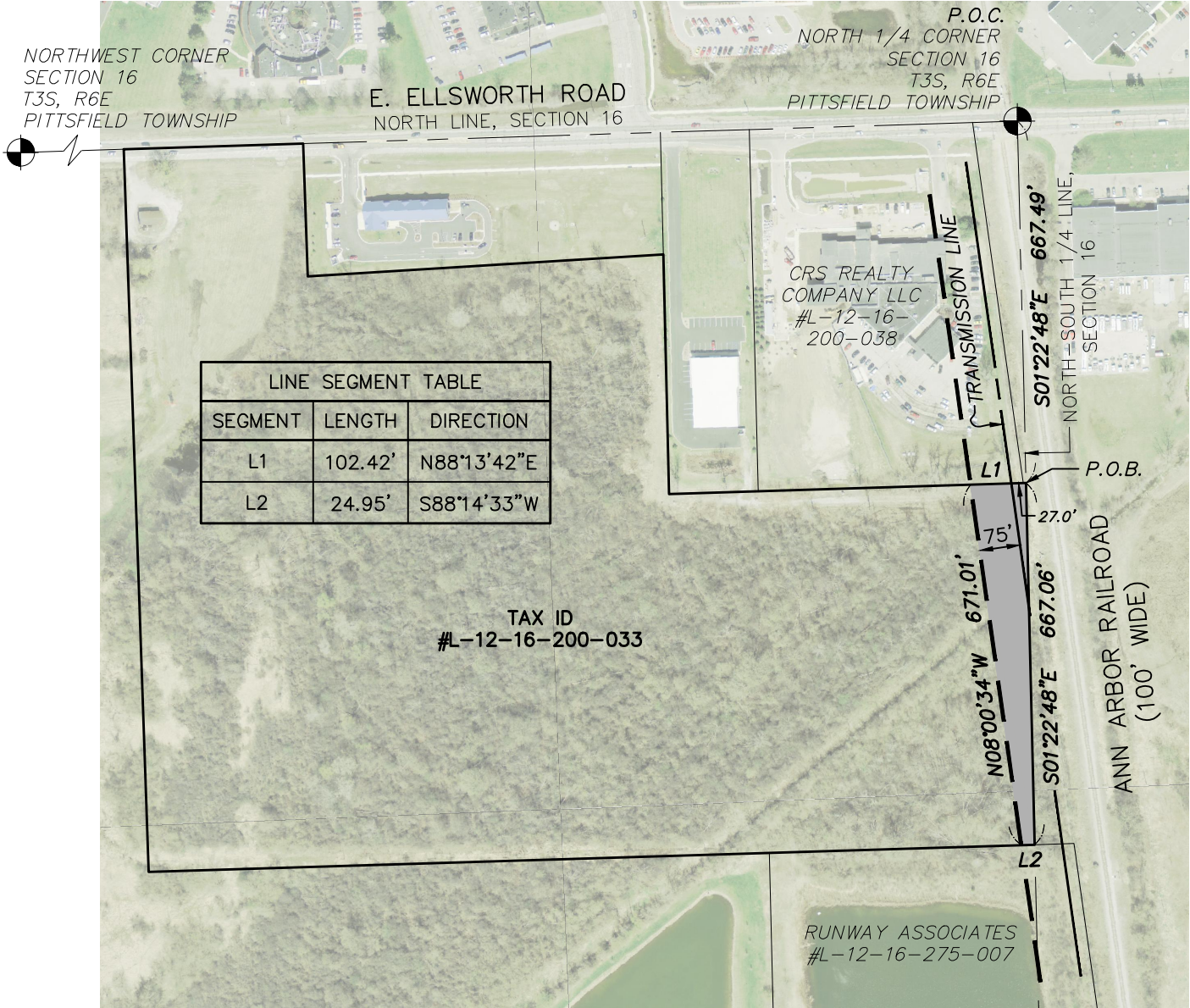
COMMONLY KNOWN AS: 291 E. ELLSWORTH ROAD
TAX ID: L-12-16-200-033

EASEMENT AREA:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SECTION 16, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S01°22'48"E 667.49 FEET ALONG THE NORTH-SOUTH ONE-QUARTER LINE OF SAID SECTION 16 TO THE **POINT OF BEGINNING**; THENCE CONTINUING S01°22'48"E 667.06 FEET ALONG SAID NORTH-SOUTH ONE-QUARTER LINE OF SECTION 16; THENCE S88°14'33"W 24.95 FEET; THENCE N08°00'34"W 671.01 FEET; THENCE N88°13'42"E 102.42 FEET TO THE POINT OF BEGINNING.

	 800.525.6016 www.metroca.net	CLIENT: INTERNATIONAL TRANSMISSION COMPANY	JOB: 1054-17-8089
		PROJECT: PIONEER – STATE	DATE: 9-6-2017
			REV.: 10-4-2017
			SHEET: 2 OF 2

EXHIBIT A
SITE 3252
THE CITY OF ANN ARBOR

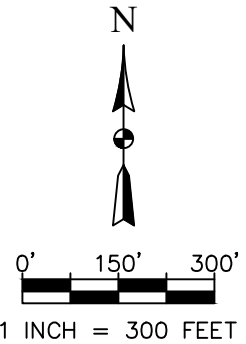


NOTE: THIS IS NOT A
BOUNDARY SURVEY

DO NOT RECORD

LEGEND

- TRANSMISSION LINE
- EASEMENT AREA
- N 88° E**
DESCRIBED EASEMENT - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83, SOUTH ZONE, INTERNATIONAL FOOT SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



Easement area 42,480 Square Feet



CLIENT:
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