

# Real Estate Right of Way and Claims LOSCO - KARN

Date:

March 12, 2012

To:

Elaine Clifford

**Records Center** 

From:

Barbara Mention

Real Estate

Subject:

Easement-Section 17, Standish Township, Arenac County, Michigan

Almeda-Twining Capital Project – B0002664

Attached are papers related to the acquisition of a Transmission Line Easement, dated February 7, 2012 to Michigan Electric Transmission Company, LLC (METC) from Gerald Trombley, a married man, whose address is 3817 – 150<sup>th</sup> Street, Bluegrass, IA 52726 and Sharon K. Treichel, a married woman, whose address is 4341 Duprie Road, Standish, MI 48658.

Additional easement rights were acquired as a result of upgrading the existing Almeda-Twining circuit from 138kV to 230kV.

The additional easement area is shown highlighted in yellow on attached survey drawing.

The easement consideration fee was \$2,150.00.

The easement was negotiated by William Zimmerman, Stempin & Associates Land Services Inc.

Please incorporate these papers into the appropriate METC database file.

/bm Attachments

Cc:

M. Ely

J. Kehoe

S. Sczytko

J. Smith





February 3, 2012

### **VIA FEDERAL EXPRESS**

Sharon K. Treichel 4341 Duprie Road Standish, Michigan 48658

Re: Exercise of Option pursuant to Easement Option Agreement dated September 27, 2011

Dear Mrs. Treichel:

This letter is in reference to the Easement Option Agreement (the "Option Agreement") dated September 27, 2011, by and between you and your brother, Gerald Trombley, and Michigan Electric Transmission Company ("METC"), relative to the grant of an easement on your property located in Section 17, Township 18 North, Range 5 East, Standish Township, Arenac County, Michigan.

The purpose of this letter is to notify you that, in accordance with Section 2 of the Option Agreement, METC HEREBY EXERCISES ITS OPTION to obtain an easement upon the land more particularly described in the Survey attached to the enclosed Easement. In accordance with Section 5 of the Option Agreement, you are required to execute and deliver the enclosed Easement to METC within 5 business days from METC's exercise of the option. Accordingly, Bill Zimmerman, METC's agent, will contact you shortly to set up a time to deliver to you the agreed upon compensation amount and to pick up the executed Easement.

Please note that your signature on the Easement will need to be notarized. As a convenience to you, the METC agent can notarize your signature if you so desire. If you choose to have him notarize your signature, you should wait to sign the Easement until he has met with you.

We are making separate arrangements with your brother, Gerald, for his signature and notarization of the Easement.

If you have any questions regarding this letter, please do not hesitate to contact Barbara Mention, METC Sr. Property Management Specialist at (248) 946-3000.

Sincerely,

Christine Mason Soneral

Vice President and General Counsel-Utility Operations

Enclosures: Easement

C:\WilliamLoganPLLC\METC\Almeda Twining\Trombley Treichel Exercise of Option Letter.docx



February 3, 2012

### **VIA FEDERAL EXPRESS**

Gerald D. Trombley 3817 150<sup>th</sup> Street Bluegrass, IA 52726

Re: Exercise of Option pursuant to Easement Option Agreement dated September 27, 2011

Dear Mr. Trombley:

This letter is in reference to the Easement Option Agreement (the "Option Agreement") dated September 27, 2011, by and between you and your sister, Sharon K. Treichel, and Michigan Electric Transmission Company ("METC"), relative to the grant of an easement on your property located in Section 17, Township 18 North, Range 5 East, Standish Township, Arenac County, Michigan.

The purpose of this letter is to notify you that, in accordance with Section 2 of the Option Agreement, METC HEREBY EXERCISES ITS OPTION to obtain an easement upon the land more particularly described in the Survey attached to the enclosed Easement. In accordance with Section 5 of the Option Agreement, you are required to execute and deliver the enclosed Easement to METC within 5 business days from METC's exercise of the option. Bill Zimmerman, METC's agent, will be in contact with your sister, Sharon Treichel, to set up a time to deliver to her the agreed upon compensation amount and to pick up her executed Easement.

Once you confirm with her that she has received the payment, please sign and notarize the Easement where indicated and return it to Barbara Mention at 27175 Energy Way, Novi, MI 48377.

If you have any questions regarding this letter, please do not hesitate to contact Barbara Mention, METC Sr. Property Management Specialist at (248) 946-3000.

Sincerely.

Christine Mason Soneral

Vice President and General Counsel-

**Utility Operations** 

**Enclosures: Easement** 

C:\WilliamLoganPLLC\METC\Almeda Twining\Trombley Gerald Exercise of Option Letter.docx

Check Date: Feb/10/2012	Vend	or Number: 000	0010245	Payment Method	СНК	Check No. 00	000020508
Invoice Number	Invoice Date	Voucher ID	Bus Unit	Gross Amount	Discounts	Late Charges	Paid Amou
020312 CONSIDER FOR EASEMENT	Feb/03/2012	00058594	METOP	1,950.00	0.00	0.00	1,950

For questions please call 248-946-3000 or e-mail ap@itctransco.com

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Tot Paid Amou
0000020508	February/10/2012	1,950.00	0.00	0.00	1,950.0

PITC

METC 27175 Energy Way Novi, MI 48377 **COMERICA BANK** 

0000020508

Detroit, MI

9-9/720

Date February/10/2012

\$1,950.00\*\*\*

Pay

\*\*\*\*ONE THOUSAND NINE HUNDRED FIFTY AND XX / 100 DOLLAR\*\*\*\*

To The Order Of TROMBLEY, GERALD D & TREICHEL, SHARON

4341 DUPRIE RD STANDISH, MI 48658

Authorized Signature



### First American Title Insurance Company

1515 Commerce Ct., Midland, MI 48642 Phone: (989)835-6781 Fax: (866)540-5612

### **PROPERTY PROFILE REPORT**

November 04, 2011

Prepared for:

METC, Real Estate and Claims Division

27175 Energy Way

Novi, MI 48377

**Prospective Purchaser** 

& Address:

**Borrower Name** 

2286 Sagatoo Road, Standish, MI 48658

Order No.:

559318

Beginning Search Date: March 18, 1958, as to Parcel 1 August 3, 1948, as to Parcel 2 Ending Search Date:

October 17, 2011

County of:

Arenac

### **Public Record Information**

Grantee in Last Document of Record: Edmond Trombley and Cecelia Trombley, husband and wife, as to Parcel 1 Edsel Trombley, as to Parcel 2

### **Undischarged Mortgages and Other Liens of Record:**

None.

### **Tax Information:**

1. Unpaid taxes and assessments unless shown as paid:

> 2011 Summer Taxes in the amount of \$15.27 are PAID 2010 Winter Taxes in the amount of \$22.14 are PAID Tax Parcel Identification:

> > Property Address: 2286 Sagatoo Road

Tax Parcel No.: 06-010-1-017-300-035-00, as to Parcel 1

2011 State Equalized Value: \$2,900.00

2011 Taxable Value: \$2,900.00

Principal Residence Exemption, as of past December 31: 100%

Special Assessments: None

School District: Standish-Sterling

The amounts shown as due do not include collection fees, penalties or interest.

2. Unpaid taxes and assessments unless shown as paid:

2011 Summer Taxes in the amount of \$466.55 are PAID

2010 Winter Taxes in the amount of \$788.90 are PAID, Includes \$11.88 for Rashotte Dr. and \$100.00 for Garbage

Tax Parcel Identification:

The information contained in this Property Profile Report has been obtained from public records maintained in the above described county. This report does not include any instrument which has been filed pursuant to the Uniform Commercial Code, easements, rights of way or similar interests. This Property Profile Report should not be construed as a guarantee or opinion of title or any form of title insurance. The information contained herein should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation. First American Title Insurance Company agree to provide this report based upon the understanding and acknowledgment by the applicant that any liability is limited to the amount paid for the Property Profile Report.

Property Address: 2286 Sagatoo Road

Tax Parcel No.: 06-010-1-017-300-005-00, as to Parcel 2

2011 State Equalized Value: \$63,300.00

2011 Taxable Value: \$42,312.00

Principal Residence Exemption, as of past December 31: 100%

Special Assessments: None

School District: Standish-Sterling

The amounts shown as due do not include collection fees, penalties or interest.

### **Legal Description of Property:**

Land situated in the Township of Standish, County of Arenac, State of Michigan, is described as follows:

### Parcel 1:

All that part of the South half (S 1/2) of the West half (W 1/2) of the East half (E 1/2) of the Southwest Quarter (SW 1/4) lying East of the D&M Railroad in Section Seventeen (17), Town Eighteen (18) North, Range Five (5) East.

### Parcel 2:

All that part of the East half (E 1/2) of the East half (E 1/2) of the Southwest Quarter (SW 1/4), of Section Seventeen (17), Town Eighteen (18) North, Range Five (5) East, lying West of the Detroit & Mackinac Railroad right of way, except property conveyed to the Detroit & Mackinac Railroad Company.

# LIBER 184 PAGE 562

## RECORDED IN DEEDS

RECORDED

-894 (Rev. 1967) QUIT-CLAIN DEED - STATUTORY FORM- DODGED AND AND AND STATUTORY FORM- SPACE ABOVE FOR REAL ESTATE TRANSPER STAMP	WEGOWDED
This Judenture, Made June 16 1981 WITNESSETH, That ARTHUR D. MILLER AND JEAN MILLER, of 2357 Sagatoo Road, Standish, Michigan	AREMAC COUNTY REGISTER OF DEEDS
in consideration of: One Thousand Five Hundred Contract	

in consideration of : One Thousand, Five Hundred & 00/100
CONVEYS AND QUIT-CLAIM S to EDMUND TROMBLEY and
CECELIA TROMBLEY, husband and wife of 2286 Sagatoo
Road, Standish, Michigan

the following described lands and premises situated in Township of Standish County of Arenac and State of Michigan, viz:

All that part of the South half (S½) of the West half (W½) of the East half (E½) of the Southwest Quarter (SW½) lying East of the D & M Railroad in Section Seventeen (17), Town Eighteen (18) North, Range Five (5) East, containing approximately one and one-half acres of land. Township of Standish, County of Arenac, State of Michigan.

Signed in Presence of

Signed on the Date first above written

\*\*PATRICK R WINTER

\*\*ARTHUR D. MILLER

\*\*DIANE M. TINCANI

\*\*JEAN MILLER

\*\*JEAN MILLER

ict.

***	Ohio Tar	dure, made this 31st	No Charles	day of Jul	70.000	Mary Control		
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### FIDUCIARY DEED

The Grantor(s): Sharon Treichel and Gerald Trombley, as Personal Representative of the Estate of Cecelia M. Trombley, Deceased, File No. 11-8435-DE, Arenac County, a copy of whose Death Certificate is attached hereto, whose address is 4341 Dupne Road, Standish, MI 48658,

Quit Claims to: Sharon Treichel, a married woman and Gerald Trombley, a married man, whose addresses are: 4341 Duprie Road, Standish, MI 48658; and 3817 150<sup>th</sup> Street, Bluegrass, IA 52726, as tenants in

the following described premises situated in the Township of Standish, County of Arenac, State of Michigan, to-wit:

PARCEL 1: TOWN 18 NORTH, RANGE 5 EAST, SECTION 17 EAST ½ OF EAST ½ OF SOUTHWEST ½ EXCEPT 3 ½ ACRES IN D&M RAILROAD RIGHT OF WAY & 3 ACRES OF A CONSUMERS POWER COMPANY RIGHT OF WAY & EXCEPT THAT PART LYING WEST OF D&M RAILROAD RIGHT OF WAY APPROX. 27.02 ACRES

Commonly known as: 2286 Sagatoo Road, Standish, MI 48658 Property ID# 010-1-017-300-005-00

PARCEL 2: TOWN 18 NORTH, RANGE 5 EAST, SECTION 17, THAT PART OF SOUTH ½ OF WEST ½ OF EAST 1/2 OF SOUTHWEST 1/2 LYING EAST OF CONSUMERS POWER COMPANY RIGHT OF WAY APPROX, 3.37 ACRES

Commonly known as: 2286 Sagatoo Road, Standish, MI 48658 Property ID# 010-1-017-300-035-00

PARCEL 3: TOWN 18 NORTH, RANGE 5 EAST, SECTION 17 WEST 1/2 OF SOUTHWEST 1/2 OF SOUTHEAST 1/4 EXCEPT A PARCEL DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION THENCE NORTH 00° 56' 24' WEST ON THE NORTH & SOUTH ¼ LINE OF SAID SECTION 327.31 FEET, THENCE NORTH 89° 32' 26" EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 137.50 FEET, THENCE SOUTH 00° 56' 24" EAST PARALLEL WITH SAID ¼ LINE 327.31 FT TO POINT OF BEGINNING, SPLIT FROM 010101740001000 (6) Commonly known as: 2286 Sagatoo Road, Standish, MI 48658 Property ID# 010-1-017-400-010-01

PARCEL 4: TOWN 18 NORTH, RANGE 5 EAST, SECTION 20 WEST ½ OF WEST ½ OF NORTHEAST ¼ EXCEPT BEGINNING AT NORTHEAST CORNER OF WEST 1/2 OF NORTHWEST 1/2 OF THE NORTHEAST 1/2. THENCE WEST 150.00 FEET, THENCE SOUTH 280.00 FEET, THENCE EAST 150.00 FEET, THENCE NORTH 280.00 FEET TO THE POINT OF BEGINNING. Commonly known as: 2286 Sagatoo Road, Standish, MI 48658 Property ID# 010-1-00-100-020-00

for the sum of: Zero Dollars (\$0.00). Exempt from Transfer Tax pursuant to MCL 207.505(a) and MCL 207.526(a).

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The grantor grants to the grantee the right to make all allowable divisions under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

Subject to easements and building and use restrictions of record.

Gerald Frontly - RPM.	
Gerald Trombley, as Personal Representative of the Estate of Cecelia M. Trombley	
AT IA	
STATE OF MICHIGAN	
SCOT MUSC SS COUNTY OF ARENAC	
ne foregoing instrument was acknowle Gerald Trombley, as Personal Representative	edged before me, a notary public, in and for said County, by of the Estate of Cecelia M. Trombley, this/2_ day of
November, 20 11.	
	and Hamlow
TIM HANSON	Tim Hanson , Notary Public
NOTARIAL SEAL - STATE OF IOWA	acting in Scott County, M. Th. My Commission Expires: 4.30-12
COMMISSION NUMBER 740297 MY COMMISSION EXPIRES 4. 28-10	my commodian Explics. The Is
SIGNED BY:	
Sharow Treichel	
Sharon Treichel, as Personal Representative	
of the Estate of Cecelia M. Trombley	
STATE OF MICHIGAN )	
)SS	
COUNTY OF ARENAC )	
The foregoing instrument was acknowle	edged before me, a notary public, in and for said County, b
Sharon Treichel, as Personal Representative of	of the Estate of Cecelia M. Trombley, this 3 day of
aumber, 2011.	111 CC
	Mh J. 50m
	Melissa S. Spander, Notary Public
	acting in fthe occ. County, Mi My Commission Expires: 6/19/17

Prepared By: Curtis G. Broughton P47200 Broughton & Sprague, PLLC Attorneys at Law 808 W. Cedar Street, P.O. Box 1159 Standish, Michigan 48658 (989) 846-2770

SIGNED BY:

WHEN RECORDED RETURN TO GRANTEE

I hereby certify that I have searched the records in my office relating is the description of the lands in the within instrument and from such examination it appears that the taxes have been fully hald for the following a proceeding the date of fully paid for the live years preceding the date of Standish, MI\_ Standish, MI 3/05///
Except for order Sea Standish and Cites.

The and Cites.

ARENAC COUNTY





Real Estate Transfer Tax

C:

S:

Fee: \$14,00

DOC#: 201104110 December 05, 2011 2:08 PM

401 \$3.30" \$22.50"

# 000 21646

ROSE SMITH Register of Deeds ARENAC COUNTY, MI

Page 1 of 1

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That MARY M. GENTLE, Survivor of RICHARD J. GENTLE whose address is 115 W. Doud, Kawkawlin, Michigan 48631 Convey(s) and Warrant(s) to

CITY OF OMER whose address is E Center Omer, Mi 48749 the following described premises situated in the City County of

of Omer,

Tex Percel No.:

Arenac

and State of Michigan, to-wit:

Township Nineteen (19) North, Range Five (5) East Section Fifteen (15)

All that part of North half of North half of Southwest quarter of Southeast quarter (N % N % SW % SE %) lying East of the D & M RR right of way and East of Michigan Power Company right of way.

Containing One and Fifty Hundredths (1.50) Acres.

for the full consideration of Two thousand eight hundred (\$2,800.00) Heliars.

(This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management trins property may be notated within the vicinity of landauter of a mile operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right

Dated this 1st Witnesses:	day of December, 2011		A me merafan Ligi
		Signed and Sealed  MARY M. GENTLE, survivor of	(L.S.)
		•	(L.S.)
STATE OF MICHIGAN COUNTY OF Saginaw	<b>}</b> s.a.		(L.S.)
COUNTY OF Saginaw			(L.S.)
	converged before me this 1st	day of December, 2011	
y commission expires:	, survivor of RICHARD J. (	*EDWARD J. DEGROAT	County, Michigan
repared by: Mary M. Gentle	STEWARD J DEGROAT	Address: 115 W. Doud Eswkawlin, MI 48631	DEC 0 /

When recorded return to: Grantee

STATE OF MICHIGAN ) ss COUNTY OF SAGINAW )

9-21-98

Ronald A. Bays, MD

word b.7

TO MANY OF ATTEM

ACC SUICIDE HOM NATURAL OR PENTING INVEST (Specify)

33e INJURY AT WORK

CERTIFIER

MEDICAL

[, ROLAND G. NIEDERSTADT, Clerk of said County of Saginaw and Clerk of the Circuit Court for said County, do hereby certify that this is an exact reproduction of the certificate for the person named therein as it now appears in the permanent record of the Saginaw County Clerk's Office.

9:14 P

SICIAN I OTHER THAN CERTIFIER (Type or Print)

MD 4701 Town Centre Sag:

331 PLACE OF INJURY - At home, farm street factory office building etc. (Specify)

32a NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 26) (Type or Print)

Judentedt

WITNESSED the Scal of said Court and County on this date;

d wetter.

SEP 2 1 1998

SACTINAN COUNTY CLERK

31d PRONOUNCED DEAD (AM Can

346 DATE FRED (Month Day Year)

SEPTEMBER 21, 1998

Saginaw MI 48604

2 20

J26 LICENSE NUMBER

53548

33g LOCATION Street or RFD No City Village or Tup State

TYPE/PRINT STATE OF MICHIGAN -IN PERMANENT DEPARTMEN! OF COMMUN: " / HEALTH BLACK IN STATE FILE NUMBER 3262589 CERTIFICATE OF DEATH 2. DATE OF BIRTH (Month, Day, Year) 1. DECEDENT'S NAME (First, Middle, Last) 3. SEX 4. DATE OF DEATH (Month, Day, Year) CECELIA M. TROMBLEY June 6, 1928 Female October 31,2010 DECEDENT 5. NAME AT BIRTH OR OTHER NAME USED FOR PERSONAL BUSINESS (include AKAs if any) 6a. AGE - Last Birthday . UNDER 1 YEAR MONTHS DA HOURS MIN MINITES Cecelia M. Arquette 82 LOCATION OF DEATH (Enter place officially pronounced dead in 7a, 7b, 9c)
 HOSPITAL OR OTHER INSTITUTION - Name (if not in either, give street 7b. CITY, VILL AGE, OR TOWNSHIP OF DEATH 7c. COUNTY OF DEATH Brian's House 3140 W. Campus Drive Bangor Township 8a. CURRENT RESIDENCE -8b. COUNTY Sc. LOCALITY (check the box that describes the location) 8d. STREET AND NUMBER (Include Apt. No. if applicable) STATE TOWNSHIP UNINCORPORATED PLACE CITY OR VILLAGE (Inside limits of) Michigan Arenac Standish 2286 Sagatoo Road 11. DECEDENT'S EDUCATION - What is the highest
decree or level of school completed at the time of death? 8e. ZIP CODE 9. BIRTHPLACE (City and State or Count: v) 10. SOCIAL SECURITY NUMBER institution 48658 Pinconning, Michigan 365-26-8576 High School Graduate 12. RACE - American Indian, White, Black, etc. (If Asian, give nationality, is. Chinese, Filipino, Asian Indian, etc.) (Enter all that apply)

13a. ANCESTRY - Mexican, Cuban, Arab, African, English, French, Dutch etc. (Enter all that apply) If American Indian race, cuter print is al tribe 13b. HISPANIC ORIGIN 14. WAS DECEDENT EVER IN THE U.S. ARMED FORCES? physician or White French No USUAL OCCUPATION Give kind of work done during most of working life. Do not use retired. 16. KIND OF BUSINESS OR INDUSTRY 18. NAME OF SURVIVING SPOUSE (If wife, give name before 17. MARITAL STATUS - Married, red. Divorced usc Homemaker Own Home Widowed 19. FATHER'S NAME (First, Middle, Last) 20. '. O'T. ER'S NAME LE, ORE FIRST MARRIED (First, Middle, Last) PARENTS Edward Arquette Delia LaBean 21a. INFORMANT'S NAME (Type/Print) 21b. RELATIONSHIP TO DECEDENT 21c. MAILING ADDRESS (Street and Number or Rural Route Number, City or Village, State, Zip Code) INFORMANT Sharon Treichel Daughter 4341 Duprie Road Standish, Michigan 48658 23a. PLACE OF DISPOSITION (Name of Cametery, Cre. nory, or other location) 22. METHOD OF DISPOSITION 23b. LOCATION - City or Village, State Burial Pine River Cemetery Standish, Michigan DISPOSITION Douglas J. Luczak 26. AME AND ADDRESS OF FUNERAL FACILITY
R.O. Savage Funeral Chapel 25. LICENSE NUMBER 127 N. Forest St. Standish, Michigan 48658 6339 27a. CERTIFIER (Check only one) 28a. ACTUAL OR PRESUMED 28b. PRC:NOUNCED DEAD ON (Mo. Day Yr.) 28c. TIME PRONOUNCED Certifying Physician - To the TIME OF DEATH DEAD October 3/2 Loid aM 12:58 31. IF HOSPITAL, Inpatient, Outpatient, Emergency Room, DOA (Spec(fy)) 29. MEDICAL EXAMINER CONTACTETY? (Tee or No.)

30. PLACE OF DEATH (Home, Hospice, Nursing Home, Hospital, Ambulance) (Specify) ure and Title Muchael D Parmer No hospice Hot. CERTIFICATION 27b. DATE SIGNED (Mo. Day Ye) 27c. LICENSE NUMBER 32. MEDICAL EXAMINER'S CASE 33. NAME OF ATTENCE G PHYSICIAN IF OTHER THAN CERTIFIER (Type or 1.1ml) NUMBER of applicable November 1, 2010 mp01034. 34. NAME AND ADDRESS OF CERTIFYING PHYSICIAN (Type or Print) PARNER D. a 3140 W. Campus Dr., Bay City MI 43706 MICHARL D. 35a REGISTRAR'S SIGNATURE 35b. DATE FILED (Month, Day, Year) Umania a semper 2 36. PART I. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest Approximate Interval Between Onset and Death or ventricular fibrillation without showing the eriology. Enter only one rause on a line If diabetes was an immediate, underlying or contribuing cause of death be sure to record diabetes in either Part I or Part II of the cause of death section, as appropriate. · Adenocarinoma Lung waths DUE TO (OR AS A CONSEQUENCE OF) CAUSE OF DEATH IMMEDIATE CAUSE (Final disease or condition resulting in death) DUE TO (OR AS A CONSEQUENCE OF) Sequentially list conditions, IF ANY, leading to the cause listed on line a. Enter the UNDERLYING CAUSE DUE TO (OR AS A CONSEQUENCE OF) case or injury that inted the events resulting teath) LAST 37. DID TOBACCO USE 38. IF FEMALF: CONTRIBUTE TO DEATH? Not pregnant within past year PART II. OTHER SIGNIFICANT CONDITIONS contributing to death but not re-ulting in the underlying cause given in Part I. Yes Probably Ja ido 🔲 Unknown No. pregnant, but pregnant within 42 days of death -0a. WA: AN AUTOFOI 40b. VERE AUTOPSY FINE COS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or No) 39. MANNER OF DEATH - Accident, Suicide, Homicide, Natural, Indeterminate or Pending (Specify) Not pregnant, but pregnant 43 days to 1 year No Unknown if pregnant within the past year Natura 41a. DATE OF INJURY 41c. DESCRIBE HOW INJURY OCCURRED 41b. TIME OF INJURY (Mo., Day. Yr.)

41f. IF TRANSPORTATION
INJURY - Driver/Cr rator,
Passenger, Pedestrian, etc. (Specify)

41g. LOCATION - Street or RFD No.

City, Village or Two.

State

41c. PLACE OF INJURY - At home,

farm, street, construction a wooded area, etc. (Specify)

MEDICAL

EXAMINER

41d INJURY AT WORK

Check Date: Oct/14/2011	Vend	or Number: 000	0010245	Payment Method	CHK	Check No. 000	00019093
Invoice Number	Invoice Date	Voucher ID	Bus Unit	Gross Amount	Discounts	Late Charges	Paid Amount
101011 easement	Oct/10/2011	00053870	МЕТОР	200.00	.00	.00	200.00

For questions please call 248-946-3000 or e-mail ap@itctransco.com

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
0000019093	October/14/2011	200.00	.00	.00	200.00

PITC

METC 27175 Energy Way Novi, MI 48377 **COMERICA BANK** 

0000019093

Detroit, MI

9-9/720

Date

October/14/2011

\$200.00\*\*\*

Pay

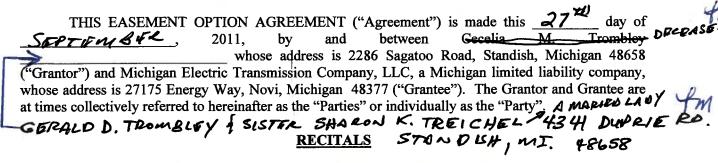
\*\*\*\*TWO HUNDRED AND XX / 100 DOLLAR\*\*\*\*

To The Order Of TROMBLEY, GERALD D & TREICHEL, SHARON

4341 DUPRIE RD STANDISH, MI 48658

Authorized Signature

### **EASEMENT OPTION AGREEMENT**



A. Grantor is the owner of that certain real property located in Section 17, Standish Township, Arenac County, Michigan, as more particularly described on Exhibit A attached hereto (the "Property").

B. Grantee desires to obtain an option for an easement over the Westerly 19 feet, more or less, (the "Easement Area") of the Property. The Easement Area shall be more particularly described in the Survey to be obtained by Purchaser pursuant to Section 4 of this Agreement;

NOW THEREFORE, in consideration of the sum of \$\_\_\_\_\_\_\_ Dollars (\$\_Two Audord) (the "Option Payment"), to be paid by Grantee to the Grantor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

- 1. <u>Grant Of Option</u>. Grantor hereby grants to Grantee the right and option ("Option") to obtain an easement on, under, over and across the Easement Area. The Option Payment shall be made by Grantee to Grantor within thirty (30) days of the execution of this Agreement.
- Exercise Of Option. The Option may be exercised in writing at any time on or prior to twelve (12) months after the date of this Agreement ("Option Period"). If the Option has not been so exercised, it shall be automatically extended for one (1) additional Option Period of twelve (12) months, unless Grantee gives written notice to the Grantor of the intent not to extend the Option Period prior to the end of the initial Option Period. The Option Period may be further extended by mutual agreement in writing of the Parties. Grantee shall not be required to exercise the Option. Should Grantee fail to exercise this Option or any extension thereof within the Option Period, all rights and privileges granted hereunder shall be deemed completely surrendered, this Agreement terminated, and Grantor shall retain the Option Payment, and no additional money shall be payable by either Party to the other. Grantor hereby agrees that during the Option Period, Grantor shall not, without the prior written consent of Grantee (i) sell, transfer, assign, convey or dispose of any of its rights under this Agreement, or its rights or interests in the Property, or (ii) grant any lien or encumbrance on or permit any lien or encumbrance on the Property, or (iii) grant any easement or right-of-way in, on or with respect to the Property, or (iv) grant any lease, license or other right to use or occupy the Property to any person.
- 3. <u>Purchaser's License</u>. As of the date of this Agreement, Grantor grants to Grantee, its agents and employees a non-exclusive license (the "License") to enter the Property to conduct such surveys, inspections and tests as Grantee deems necessary, including but not limited to soil borings, to determine whether or not it wishes to exercise the Option granted herein. Grantee agrees to indemnify, defend, and hold Grantor harmless from any and all loss, claim, action, demand and liability relating to or arising out

of Grantee's, or its agents', employees', representatives' or contractors' entry upon the Property under this paragraph which may arise against Grantor. If Grantee determines, in its sole and absolute discretion that the condition of the Property is not acceptable to Purchaser, then Purchaser may, at any time prior to expiration of the Option Period, terminate this Agreement by giving Seller written notice of termination, in which event neither party shall have any further liability hereunder.

- 4. <u>Survey</u>. Grantee shall, at Grantee's cost and expense, obtain a survey of the Easement Area prepared by a registered land surveyor ("Survey"). The Survey shall be in such form and content as is acceptable to Grantee in Grantee's sole discretion. The legal description from the Survey shall be the legal description used in the Easement described in Section 5 below and every other instrument or agreement referencing the Easement Area. The Survey shall set forth the exact size and location of the Easement Area.
- 5. <u>Execution of Easement</u>. Upon Grantee's exercise of the Option, Grantor shall, within five (5) days after Grantee's exercise of the Option, execute and deliver the Easement to Grantee in the form attached hereto as Exhibit B (the "Easement").
- 6. Easement Consideration. As consideration for the granting of the Easement, Grantee shall pay to Grantor the sum of \$ 1,950. dollars, which sum shall be paid simultaneously with the execution and delivery of the Easement (the "Easement Consideration").
- 7. <u>Memorandum of Option</u>. Grantor agrees to execute a Memorandum of this Agreement which Grantee may record with the appropriate Recording Office in the County where the Property is located. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of the term of the Option Period.
- 8. <u>Notices</u>. Notice of the exercise of the Option shall be given by Grantee to the Grantor in writing by (1) certified mail, return receipt requested, or (2) by overnight courier, provided the courier's regular business is delivery service at the addresses set forth above. Notice shall be deemed effective on the date it is sent.
- 9. <u>Mortgagee Consent</u>. In the event there is currently a mortgage on Grantor's Property which requires the Mortgagee's consent to the execution of the Easement, Grantor will obtain the mortgagee's consent to the execution and recording of the Easement in advance of execution. If Mortgagee consent is required, then the Easement Consideration shall not be payable to Grantor unless the Mortgagee consents to the execution of the Easement in writing.
- 10. <u>Title</u>. Grantor represents and warrants to Grantee as of the execution date of this Agreement, and covenants during the Option Period that Grantor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement and the Easement..
- 11. <u>Integration</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

- Governing Law. This Agreement and the performance thereof shall be governed, interpreted, 12. construed and regulated by the laws of the State of Michigan.
- 13. Successors And Assigns. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

GRANTOR:

Liveld Frombly

Print Name: Gerald Trombley

"An Struckel

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GRANTEE:

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company

By: Michigan Transco Holdings, L.P., sole member

By: METC GP Holdings II, LLC, General Partner

By: METC GP Holdings, Inc., sole member and sole manager

By: ITC Holdings Corp., its sole owner

By: Name: Christine Mason Soneral

Title: Vice President and General Counsel- Utility Operations

### **EXHIBIT A**

### [LEGAL DESCRIPTION OF PROPERTY]

T18N, R 5E, SECTION 17, STANDISH TOWNSHIP, ARENAC COUNTY, MICHIGAN, THAT PRT OF S ½ OF W ½ OF E ½ OF SW ¼ LYING E OF CONSUMERS POWER CO R/W ACRES=3.37 PARCEL ID: 010-1-017-300-035-00

AND T18N,R5E, SECTION 17, STANDISH TOWNSHIP, ARENAC COUNTY, MICHIGAN, E ½ OF E ½ OF SW ½ EXC 3 ½ A IN D&M RR R/W & 3 A CONSUMERS POWER CO. R/W & EXC PAR LYING W OF D&M RR R/W. ACRES=27.02 PARCEL ID: 010-1-017-300-005-00

### **EXHIBIT B**

### FORM OF EASEMENT

### **EASEMENT**

On	, 2011, for good and valuable consideration, the receipt of which i			
hereby acknow	rledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent ment over, under, across and through a part of Grantor's Land called the Easement Area, a			
Grantor is:				
Grantee is:	Michigan Electric Transmission Company, LLC, a Michigan limited liability company, of 27175 Energy Way, Novi, Michigan 48377.			
Grantor's Lai	nd is in Section, Township, Range, Township of, County of and State of Michigan, and is described as:			
	[INSERT LEGAL DESCRIPTION]			
The Easement	Area is within Grantor's Land, and is described as:			

### [INSERT LEGAL DESCRIPTION]

- 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: No buildings, fences or other above-ground structures shall be installed, constructed or permitted in the Easement Area. 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.
- 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.

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).

[Signatures on Following pages]

# Acknowledged before me in \_\_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, Notary Public \_\_\_\_\_\_, Notary Public \_\_\_\_\_\_, Notary Public \_\_\_\_\_\_, My Commission Expires \_\_\_\_\_\_ Acknowledged before me in \_\_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_\_, Notary Public \_\_\_\_\_\_, Notary Public \_\_\_\_\_\_, Notary Public \_\_\_\_\_\_, County, \_\_\_\_\_\_, County, \_\_\_\_\_\_, County, \_\_\_\_\_\_\_

**GRANTOR:** 

Prepared by: Jenny Kim (P66234) ITC Holdings Corp. 27175 Energy Way Novi, MI 48377 When recorded return to: Elaine Clifford ITC Holdings Corp. 27175 Energy Way Novi, MI 48377

My Commission Expires

# CONTACT REPORT

PROJECT:	ALMODIA · TUINNING AGENT: W.H.Z
	R JOINT OWNERSHIP. CONTRACT BUYER
NAME:	CECRUA TROMBLE Y (DITCHEN) NAME: SHAPON TREICHEL
ADDRESS:	SACATOO ROS. ADDRESS: 4341 - DUPRIE 120.
PHONE:	STAND ISH,  989-846-9298  817 15074 ST.  PHONE: 8 604
7/20/11	STOPPED AT ROSIDONEE 2286 SACATOO PO.
' '	BUT NO ONE HOME. PPPEAS NO ONE LIVING HOME.
	INQUIRED BY ONLINE AND COME UP WITH AN
	ADDRESS DT 4341 DUPROR RD, CONTACTORDA
	Cousin who lives on SACATOO RD. STEEFRY T.
	HR POLD INTO HIS SISTER COURS ON DUPLETE PO.
	TRIPP TO CONTRET SISTER BUT NO ONE HOME.
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7/25	TRIND TO CONTACT AT DUPRIE RD, ACAIN BUT A
	ONN HOME, THIS TIME CON IN DRIVE BUT NO ANSWER
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7/26	TRIPS to REACH THESE PROPIS AGAIN HORY BUT
	to NO AVAIL. WILL TRY AGAIN LATER
8/22	TRIDO TO SOME THAX PEOPLE ACTUAL TO DAY BUT
	TO NO AMU - LART AMORDER COLA OF DODE

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4643

### **CONTACT REPORT**

PROJECT:		AGENT:
FEE OWNE	<u>R</u>	CONTRACT BUYER
NAME:	SHARON TRVICHEL ETAX	NAME:
ADDRESS:		ADDRESS:
PHONE:		PHONE:

PHONE: _	PHONE:
DATE	RESULTS OF CALL
9-26-11	SHO HAS PAPONS SIGNOW BY BROTHER FROM JOWA. TO SEE HOR TO MORROW P.M.
9-27-11	CONTACTED MPS. TODAY AND PICKED UP THE SIGNED OPTIM From HER. THES IS COMPLETE.  GERALD THIMBURY'S ROBLECS IS 38/7 150TH ST.  DAVEN POOT, JA 52726  MRS. # TRYICEL'S NOD. 15: 4341 DUPRIE RD. STANDISH, MT. 48658  THR DOD. OF CHECK MADE JOINEY CAN BY SENT TO MRS. TREICEL'S ADDRESS.
	THE BROTHER OF CECELIA M. TROMBLEY