



Real Estate Right of Way and Claims

Date: July 30, 2012

To: Elaine Clifford
Records Center

From: Barbara Mention *fm*
Real Estate

Subject: Easement-Section 20, Standish Township, Arenac County, Michigan
Almeda-Twining Capital Project – B0002664

Attached are papers related to the acquisition of a Transmission Line Easement, dated February 21, 2012 to Michigan Electric Transmission Company, LLC (METC) from Todd and Diane Stodolak, husband and wife, whose address is 3447 Senske Road, Standish, Michigan 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 shaded in gray on attached survey drawing.

The easement consideration fee was \$2,400.00.

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

4580
FILE

1148-DS-14 196-DS-3



February 14, 2012

VIA FEDERAL EXPRESS

Todd and Diane Stodolak
3447 Senske Road
Standish, Michigan 48658-9161

Re: Exercise of Option pursuant to Easement Option Agreement dated September 20, 2011

Dear Mr. and Mrs. Stodolak:

This letter is in reference to the Easement Option Agreement (the "Option Agreement") dated September 20, 2011, by and between you and Michigan Electric Transmission Company, LLC ("METC"), relative to the grant of an easement on your property located in Section 20, 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, Paul Stempin, 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 signatures on the Easement will need to be notarized. As a convenience to you, the METC agent can notarize your signatures if you so desire. If you choose to have him notarize your signatures, you should wait to sign the Easement until he has met with you.

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,

A handwritten signature in black ink, appearing to read 'Christine Mason Soneral', written in a cursive style.

Christine Mason Soneral
Vice President and General Counsel-
Utility Operations

Enclosures: Easement

Check Date: Sep/16/2011		Vendor Number: 0000010179		Payment Method CHK	Check No. 0000018793		
Invoice Number	Invoice Date	Voucher ID	Bus Unit	Gross Amount	Discounts	Late Charges	Paid Amount
090611 DEPOSIT FEE FOR EASEMEN	Sep/06/2011	00052862	METOP	200.00	.00	.00	200.00

COPY

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
0000018793	September/16/2011	200.00	.00	.00	200.00



METC
27175 Energy Way
Novi, MI 48377

COMERICA BANK

0000018793

Detroit, MI

9-9/720

Date September/16/2011

\$200.00***

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

To The
Order Of

STODOLAK, DIANE & TODD
3447 SENSKE ROAD
STANDISH, MI 48658-9161

Carman M. Ready
Authorized Signature

Check Date: Jan/27/2012		Vendor Number: 0000010179		Payment Method	CHK	Check No. 0000019985	
Invoice Number	Invoice Date	Voucher ID	Bus Unit	Gross Amount	Discounts	Late Charges	Paid Amount
012012 EASEMENT	Jan/20/2012	00057604	METOP	2,200.00	0.00	0.00	2,200.00

gave to Paul S. w/ easement 1/27/12

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
0000019985	January/27/2012	2,200.00	0.00	0.00	2,200.00



METC
27175 Energy Way
Novi, MI 48377

COMERICA BANK

0000019985

Detroit, MI

9-9/720

Date January/27/2012

\$2,200.00***

Pay ****TWO THOUSAND TWO HUNDRED AND XX / 100 DOLLAR****

To The
Order Of

STODOLAK, DIANE & TODD
3447 SENSKE ROAD
STANDISH, MI 48658-9161

Carman M. Ready

Authorized Signature



First American Title Insurance Company

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

PROPERTY PROFILE REPORT

September 18,
2011

Prepared for:	METC, Real Estate and Claims Division 27175 Energy Way Novi, MI 48377	Order No.:	554191
		Beginning Search Date:	December 17, 2001 @ 8:00 a.m.
		Ending Search Date:	September 13, 2011 @ 8:00 a.m.
Borrower Name & Address:	Todd Stodolak and Diane Stodolak, husband and wife LaFave Road,, MI	County of:	Arenac

Public Record Information

Grantee in Last Document of Record: Todd Stodolak and Diane Stodolak, husband and wife

Undischarged Mortgages and Other Liens of Record:

1. Mortgage in the original amount of \$55,000.00 executed by Todd Stodolak and Diane Stodolak, husband and wife to GreenStone Farm Credit Services, FLCA, dated December 17, 2001, recorded December 17, 2001, in Liber 357, page 44.
2. Future Advance Mortgage in the original amount of \$160,000.00 executed by Todd Stodolak and Diane Stodolak, husband and wife to GreenStone Farm Credit Services, FLCA, dated October 8, 2008, recorded October 9, 2008, in Liber 538, page 397.

Tax Information:

3. Unpaid taxes and assessments unless shown as paid:
2010 Winter Taxes in the amount of \$510.26 are PAID
2011 Summer Taxes in the amount of \$306.70 are DUE
Tax Parcel Identification:

Property Address: LaFave Road
Tax Parcel No.: 06-010-1-020-200-020-00
2011 State Equalized Value: \$46,200.00
2011 Taxable Value: \$27,816.00
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.

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.

Legal Description of Property:

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

The Southwest 1/4 of the Northwest 1/4, of Section 20, Town 18 North, Range 5 East, except the D & M Railroad right of way and except the Consumers Power Company right of way. Also the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 20, Town 18 North, Range 5 East.

Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 554191
2047
Dept Code 01.1.3 WO B0002884
Date Printed: October 05, 2011

1. Effective Date: September 20, 2011 @ 8:00 AM

2. Policy or Policies to be Issued:
(a) ALTA Owners Policy (6-17-06)

Policy Amount
\$1,000.00

Proposed Insured:
Prospective Purchaser

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Todd Stodolak and Diane Stodolak, husband and wife

4. The land referred to in this Commitment, situated in the County of Arenac, Township of Standish, State of Michigan, is described as follows:

The Southwest 1/4 of the Northwest 1/4, of Section 20, Town 18 North, Range 5 East, except the D & M Railroad right of way and except the Consumers Power Company right of way. Also the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 20, Town 18 North, Range 5 East.

LaFave Road MI



Issued By: First American Title Insurance Company
For questions regarding this commitment contact;
(989)835-6781 or fax to (866)540-5612
1515 Commerce Ct.
Midland, MI 48642

First American Title Insurance Company
1515 Commerce Ct.
Midland, MI 48642

Schedule B – Section I REQUIREMENTS

Commitment No.: 554191

General Requirements

The following requirements must be met:

- (a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Specific Requirements

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. PROVIDE EVIDENCE OF THE PURCHASE PRICE OR THE AMOUNT OF ANY MORTGAGE TO BE INSURED AND IDENTIFY ANY PROPOSED INSURED. ONCE A PROPOSED INSURED HAS BEEN IDENTIFIED, ADDITIONAL REQUIREMENTS AND EXCEPTIONS MAY BE MADE.
2. WARRANTY DEED FROM TODD STODOLAK AND DIANE STODOLAK, HUSBAND AND WIFE TO PROSPECTIVE PURCHASER.
3. DISCHARGE(S) OF THE MORTGAGE(S) EXCEPTED ON SCHEDULE B - SECTION II. IN THE EVENT ANY LIEN TO BE PAID, SATISFIED AND RELEASED OF RECORD IS AN EQUITY LINE OR FUTURE ADVANCE MORTGAGE, WE REQUIRE A WRITTEN PAYOFF REQUEST AUTHORIZED AND SIGNED BY THE MORTGAGOR TO THE LENDER REQUESTING THE PAYOFF AMOUNT AND INSTRUCTING THE LENDER, UPON RECEIPT OF THE REQUEST, TO FREEZE THE ACCOUNT, MAKE NO FURTHER ADVANCES AND TO RECORD A DISCHARGE OF MORTGAGE UPON RECEIPT OF PAYOFF FUNDS.
PRIOR TO OR AT CLOSING, SUBMIT AN AFFIDAVIT BY SELLER ATTESTING THAT SELLER HAS MADE NO WITHDRAWALS BY CHECK, DRAFT, ELECTRONIC TRANSFER OR OTHERWISE THAT WOULD INCREASE THE BALANCE DUE SINCE THE PROVISION OF A PAYOFF AMOUNT FOR THE ACCOUNT.
4. Pay unpaid taxes and assessments unless shown as paid:
 2011 Summer Taxes In the amount of \$306.70 are DUE
 2010 Winter Taxes In the amount of \$510.26 are PAID
 Tax Parcel Identification:
 Property Address: LaFave Road
 Tax Parcel No.: 06-010-1-020-200-020-00
 2011 State Equalized Value: \$46,200.00
 2011 Taxable Value: \$27,816.00
 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.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be Issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

First American Title Insurance Company
1515 Commerce Ct.
Midland, MI 48642

Schedule B – Section II EXCEPTIONS

Commitment No.: 554191

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Part One: General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Part Two: Specific Exceptions

1. Michigan Mortgage in the original amount of \$55,000.00 executed by Todd Stodolak and Diane Stodolak, husband and wife to GreenStone Farm Credit Services, FLCA, dated December 17, 2001, recorded December 17, 2001, in Liber 357, page 44.

NOTE: The above Michigan Mortgage includes caption premises and more land.

2. Mortgage in the original amount of \$160,000.00 executed by Todd Stodolak and Diane Stodolak, husband and wife to GreenStone Farm Credit Services, FLCA, dated October 8, 2008, recorded October 9, 2008, in Liber 538, page 397.

NOTE: The above Mortgage includes caption premises and more land.

This Mortgage states that it secures an Equity Line/Revolving Line of Credit. If this loan is to be paid off in this transaction then proper steps should be taken to ensure that the company will be provided with a Full Satisfaction or Full Reconveyance for recording after payoff.

3. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
4. Interest of others in oil, gas and mineral rights, if any, recorded in the public records or unrecorded.
5. Lien for outstanding water or sewer charges, if any.

**Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.**

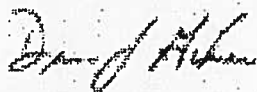
First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

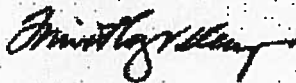
All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

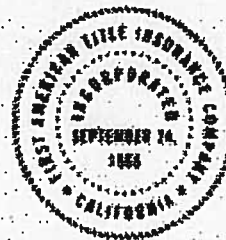
First American Title Insurance Company



Dennis J. Gilmore
President



Timothy Kemp
Secretary



CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company**
1515 Commerce Ct.
Midland, Michigan 48642
Ph: (989)835-6781 or Fax to: (866)540-5612



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

EASEMENT OPTION AGREEMENT

THIS EASEMENT OPTION AGREEMENT ("Agreement") is made this 20th day of SEPTEMBER, 2011, by and between Todd Stodolak and his wife Diane Stodolak whose address is 3447 Senske Road, Standish, MI 48658-9161 ("Grantor") and Michigan Electric Transmission Company, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377 ("Grantee"). The Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

RECITALS

A. Grantor is the owner of that certain real property located in Section 20, ~~Arenac~~ ^{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 29 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 \$ 210.⁰⁰ Dollars (Two Hundred) (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. **Grant Of Option.** 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.
2. **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. **Purchaser's License.** 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. Survey. 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. Execution of Easement. 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 \$ 2,200.00 dollars, which sum shall be paid simultaneously with the execution and delivery of the Easement (the "Easement Consideration"). *THIS AMOUNT INCLUDES CRAP DAMAGES DURING THE 2011 CONSTRUCTION.*

7. Memorandum of Option. 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. Notices. 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. Mortgagee Consent. 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. Title. 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. Integration. 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.

12. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, 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.

14. 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.

* THIS OPTION CANCELS SUPERCEDES OPTION DATED AUG. 23RD 2011
GRANTOR: EXCEPT MONIES \$200.00 DOWN PAYMENT SHALL BE APPLIED TO
THIS OPTION DATED 9-20-2011.

Todd Stodolak

Jur

Print Name: Todd Stodolak

Liane Stodolak

Print Name: Liane Stodolak

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: *Christine Mason Soneral*

Name: Christine Mason Soneral

Title: Vice President and General Counsel- Utility Operations