



Real Estate Right of Way and Claims

Date: March 12, 2012

To: Elaine Clifford  
Records Center

From: Barbara Mention *bm*  
Real Estate

Subject: Easement-Section 15, Arenac Township, Arenac County, Michigan  
Almeda-Twining Capital Project – B0002664

Attached are papers related to the acquisition of a Transmission Line Easement, dated February 16, 2012 to Michigan Electric Transmission Company, LLC (METC) from Robert E. and Kaye I. Morgan, husband and wife, whose address is 429 E Center Street, Omer, Michigan 48749.

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 Paul S. Stempin, 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

2012  
FILE

<b>Check Date:</b> Feb/10/2012		<b>Vendor Number:</b> 0000010233		<b>Payment Method</b> CHK	<b>Check No.</b> 0000020492		
<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Voucher ID</b>	<b>Bus Unit</b>	<b>Gross Amount</b>	<b>Discounts</b>	<b>Late Charges</b>	<b>Paid Amount</b>
020212 EASEMENT	Feb/02/2012	00058593	METOP	1,950.00	0.00	0.00	1,950.00

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
0000020492	February/10/2012	1,950.00	0.00	0.00	1,950.00



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

COMERICA BANK

0000020492

Detroit, MI

9-9/720

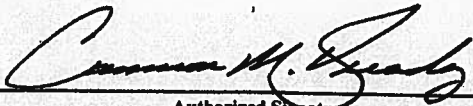
Date February/10/2012

\$1,950.00\*\*\*

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

To The  
Order Of

**MORGAN, ROBERT E & KAYE I**  
429 E CENTER  
OMER, MI 48749

  
Authorized Signature

⑈0000020492⑈ ⑆072000096⑆ 1852197373⑈

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

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
0000019047	October/07/2011	200.00	.00	.00	200.00



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

**COMERICA BANK**  
Detroit, MI

0000019047

9-9/720

Date October/07/2011

\$200.00\*\*\*\*

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

To The  
Order Of  
**MORGAN, ROBERT E & KAYE I**  
429 E CENTER  
OMER, MI 48749

Authorized Signature

⑆000000 19047⑆ ⑆072000096⑆ 185219333⑆





February 8, 2012

**VIA FEDERAL EXPRESS**

Robert E. Morgan and Kaye I. Morgan  
429 E. Center Street  
Omer, Michigan 48749-9766

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

Dear Mr. and Mrs. Morgan:

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 ("METC"), relative to the grant of an easement on your property located in Section 15, Township 19 North, Range 5 East, Arenac 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,

Christine Mason Soneral  
Vice President and General Counsel-  
Utility Operations

Enclosures: Easement

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



**First American Title Insurance Company**

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

**PROPERTY PROFILE REPORT**

October 31, 2011

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<b>Prepared for:</b>	METC, Real Estate and Claims Division 27175 Energy Way Novi, MI 48377	<b>Order No.:</b>	559323
		<b>Beginning Search Date:</b>	July 5, 1966 @ 8:00 a.m.
		<b>Ending Search Date:</b>	October 17, 2011 @ 8:00 a.m.
<b>Borrower Name &amp; Address:</b>	Robert E. Morgan and Kaye I. Morgan, husband and wife 429 E. Center St., Omer, MI 48749	<b>County of:</b>	ARENAC

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**Public Record Information**

**Grantee in Last Document of Record:** Robert E. Morgan and Kaye I. Morgan, husband and wife

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

None.

**Tax Information:**

1. Unpaid taxes and assessments unless shown as paid:  
2010 Winter Taxes in the amount of \$389.58 are PAID  
2011 Summer Taxes in the amount of \$850.76 are DUE  
Tax Parcel Identification:

Property Address: 429 E. Center St.  
Tax Parcel No.: 06-030-0-015-100-075-01  
2011 State Equalized Value: \$37,100.00  
2011 Taxable Value: \$28,607.00  
Principal Residence Exemption, as of past December 31: 100.00%

Special Assessments: None

School District: Arenac Eastern

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

**Legal Description of Property:**

Land situated in the City of Omer, County of Arenac, State of Michigan, is described as follows:

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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.

The West Half of the East Half of the Southeast Quarter of the Northeast Quarter, except a piece of land in the Southeast corner 4 rods East and West and 10 rods North and South, ALSO, Excepting that part lying West of the D & M R.R. right of way in Section 15, Town 19 North, Range 5 East, also excepting for a right of way for Highway U.S. 23 and also Except for a right of way in favor of Eastern Michigan Power Company for a strip of land 4 rods in width adjoining the Easterly Line of the main line of the Detroit and Mackinaw Railroad right of way.



Know All Men By These Presents: That

Raymond E. Day, a single man of 402 Lake Street, Apartment # 1, Tawas City, Mich 48763

Convey S and Warrant S To Robert E. Morgan and Kaye I. Morgan, his wife of 429 E.Center Street, Omer, Michigan 48749

the following described premises situated in the City of Omer, County of Arenac and State of Michigan, to-wit:

All that part of Block 15 of Gorrie and Carscallen Plat of the City of Omer, lying East of the Michigan Power Company right of way in Section 15, Town 19 North, Range 5 East; ALSO, The West Half of the East Half of the Southeast Quarter of the Northeast Quarter (W 1/2, E 1/2, SE 1/4, NE 1/4,) except a piece of land in the Southeast corner 4 rods East and West and 10 rods North and South, ALSO, Excepting that part lying West of the O & M R.R. right of way in Section 15, T 19 N, R 5 E., also excepting for a right of way for Highway U.S. 23 and also Except for a right of way in favor of Eastern Michigan Power Company for a strip of land 4 rods in width adjoining the Easterly Line of the main line of the Detroit and Mackinaw Railroad right of way.

More commonly known as 429 E. Center Street, Omer, Michigan 48749.

RECORDED  
MAY 10 2 55 PM '74  
REGISTERED  
DOUGLAS BLICK

for the sum of Thirteen thousand five hundred dollars and no/100 (\$13,500.00)

This deed is made subject to all building restrictions, easements and reservations in the chain of title, or of record, or which would show on examination of the premises. The grantor herein excepts from the covenants of warranty any future installments of ordinary or special taxes which are now a lien on the land but are not due and payable.

Dated this 10th day of May, A. D. 74

Signed, Sealed and Delivered in Presence of:

Thomas R. Little  
Kenneth E. Ralph

Raymond E. Day (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF MICHIGAN, ss.  
COUNTY OF GENESEE, ss.  
ARENAC

On this 10th day of May, A. D. 74, before me personally appeared Raymond E. Day, a single man of 402 Lake Street, Apt # 1, Tawas City, Michigan 48763

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My Commission Expires, A. D. 19

Kenneth E. Ralph, Judge of Probate  
Notary Public, Genesee County, Michigan.

Office of The Treasurer of The City of Flint

Office of The Treasurer of Genesee County, Michigan

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX

Flint, Mich., 19 I hereby certify that there are no Tax Liens or Titles

## EASEMENT OPTION AGREEMENT

THIS EASEMENT OPTION AGREEMENT ("Agreement") is made this 20<sup>th</sup> day of SEPTEMBER, 2011, by and between Robert E. Morgan FWF KEYE J MORGAN whose address is 429 E. Center Street, Omer, MI 48749-9766 ("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 the City of Omer, 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 \$ 200.<sup>00</sup> 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 \$ 1,950.<sup>00</sup> dollars, which sum shall be paid simultaneously with the execution and delivery of the Easement (the "Easement Consideration").

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.

**GRANTOR:**

Robert E. Morgan

Print Name: ROBERT E. MORGAN

Kaye J Morgan

Print Name: KAYE J. MORGAN

**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]**

**T19N R5E SEC 15 W 1/2 OF E 1/2 OF SE 1/4 OF NE 1/4 OF D&M RR & EXC STRIP 4 RDS  
WIDE E OF & ADJ TO ELY SIDE OF RR & LESS PC IN SE COR 66FT E&W BY 215 FT N&S  
ASSESSMENT INCLUDES 030-0-000-015-001-00 (95) SPLIT FROM 030001510007500 (03)  
PARCEL ID: 030-0-015-100-075-01**

**EXHIBIT B**

**FORM OF EASEMENT**

**EASEMENT**

On \_\_\_\_\_, 2011, 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:**

**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 \_\_\_\_, 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]



**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

*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