



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 22, Arenac Township, Arenac County, Michigan
Almeda-Twining Capital Project – B0002664

Attached are papers related to the acquisition of a Transmission Line Easement, dated February 17, 2012 to Michigan Electric Transmission Company, LLC (METC) from Eunice A. Crawford, Trustee, whose address is 56600 Omo Road, Macomb, Michigan 48042.

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 \$2,000.00.

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. Szczytko
J. Smith

FILE
20808



February __, 2012

VIA FEDERAL EXPRESS

Eunice A Crawford
As Trustee under the Eunice A. Crawford Revocable Trust Agreement
56600 Omo Road
Macomb, Michigan 48042-1557

Re: Exercise of Option pursuant to Easement Option Agreement dated September 7, 2011

Dear Mrs. Crawford:

This letter is in reference to the Easement Option Agreement (the "Option Agreement") dated September 7, 2011, as amended on January 25, 2012, by and between you and Michigan Electric Transmission Company ("METC"), relative to the grant of an easement on your property located in Section 22, 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 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.

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 over a faint, illegible background.

Christine Mason Soneral
Vice President and General Counsel-
Utility Operations

Enclosure: Easement

C:\WilliamLoganPLLC\METC\Almeda Twining\Crawford 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 27, 2011

| | |
|---|---|
| Prepared for: METC, Real Estate and Claims Division 27175 Energy Way Novi, MI 48377 | Order No.: 559315 Beginning Search Date: April 21, 1956 @ 8:00 a.m. Ending Search Date: October 17, 2011 @ 8:00 a.m. |
| Borrower Name & Address: Eunice A. Crawford, Trustee under the Eunice A. Crawford Revocable Trust Agreement dated September 2, 1992 and evidenced by Certificate of Existence and Authority recorded in Liber 222, page 647 56600 Omo Road, Macomb, MI 48042 | County of: Arenac |

Public Record Information

Grantee in Last Document of Record: Eunice A. Crawford, Trustee under the Eunice A. Crawford Revocable Trust Agreement dated September 2, 1992 and evidenced by Certificate of Existence and Authority recorded in Liber 222, page 647

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 \$224.81 are PAID
 2011 Summer Taxes in the amount of \$76.86 are PAID
 Tax Parcel Identification:

Property Address: 56600 Omo Road
 Tax Parcel No.: 06-002-0-022-200-030-00
 2011 State Equalized Value: \$12,800.00
 2011 Taxable Value: \$6,971.00
 Principal Residence Exemption, as of past December 31: 0.00%

Special Assessments: None

School District: Arenac Eastern

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 Arenac, County of Arenac, State of Michigan, is described as follows:

A parcel of land in the Southeast 1/4 of the Northwest 1/4 of Section 22, Town 19 North, Range 5 East, described as follows: Commencing at a point 300 feet South of the Northeast corner of said Southeast 1/4, Northwest 1/4, running thence South along the East line of said Southeast 1/4, Northwest 1/4 to the South line of said forty acre parcel, thence West along the South line to appoint 4 rods East of the Right of Way of the D & MRR, thence running Northeasterly parallel with said right of way to a point directly West of the Point of Beginning, thence East to the point of beginning.

LINE 222 PAGE 647

CERTIFICATE OF TRUST EXISTENCE AND AUTHORITY

TO WHOM IT MAY CONCERN:

I, Eunice A. Crawford, have established the Eunice A. Crawford Revocable Living Trust, pursuant to a trust agreement dated September 2, 1992. This trust agreement names Eunice A. Crawford, of 56600 Omo Road, Macomb, Michigan 48042, as trustee, and Tamara L. Saago, of 56600 Omo Road, Macomb, Michigan 48042, as successor trustee; and Pamela S. Millins of 56600 Omo Road, Macomb, Michigan 48042 as alternate successor trustee. The affected real property or properties are listed on Exhibit A, attached hereto. The following is a verbatim synopsis of certain provisions of that agreement.

ARTICLE II, SECTION "2.1 Amendment and Revocation. I may without the consent of anyone, revoke this agreement in whole or in part or amend it in any respect. No amendment shall materially change the duties, immunities or compensation of the trustee without the trustee's prior written approval. The trust property affected by any such revocation shall be distributed as directed. If this trust is a joint trust, both settlors must agree to amend or revoke this trust, unless one settlor has ceased to act as trustee pursuant to Section 4.1 below."

ARTICLE IV, SECTION "4.1 Resignation and Succession. Until such time as I die, resign or become incapacitated as provided below, I shall serve as the trustee under this agreement; the successor trustee shall have no duties or liability with respect to this agreement. At such time as I die or resign, then the successor trustee shall succeed me. In addition, if there is delivered to the successor trustee a certification by two independent licensed physicians affirming that each has examined me and that each has concluded, based upon such examination, that I no longer have the mental acuity to rationally and prudently serve as trustee by reason of accident, physical or mental illness, progressive physical or mental deterioration or other similar cause, then the successor trustee shall succeed me. The cost of this examination and certification shall be paid by the trust. I hereby consent to such examination, waive all right of privilege with respect to disclosure of information concerning my health to the successor trustee, and authorize and direct such physicians to complete the certification requested by this section. The successor trustee may proceed with such examination on its own and shall, in addition, proceed with such examination on the written request of my spouse or any of my children. If I have a co-trustee, said co-trustee shall be considered my successor trustee for the purposes of this section."

ARTICLE V, SECTION "5.1 Trustee Powers. I give the following powers to the trustee:

RECORDED
INDEXED
OCT 28 2011
MACOMB COUNTY

10/28/11 10:33 AM '93

RECORDED

LINE 222 PAGE 648

(b) Investments. To invest in any property, real or personal, including (without limiting the generality of the foregoing language) securities of domestic and foreign corporations and investment trusts, bonds, preferred stocks, common stocks, option contracts, short sales, mortgages and mortgage participations, without being limited by any statute or rule of law concerning investments by trustees. Such investments may be on a cash or margin basis and the trustee, for such purpose, may maintain and operate cash or margin accounts with brokers, and may deliver and pledge securities held or purchased by the trustee with such brokers both as security for loans and advances made to the trustee and to insure the ability of the trustee to deliver stock against short options. The trustee is authorized to invest in any fund operated by or under the control of a corporate trustee or any affiliated legal entity. Until such time as property in addition to the initial trust principal is added to the trust, the trustee is under no duty to invest.

(c) Borrow and Lend. To borrow or lend money, with or without security, upon such terms, and from and to such persons and entities, as the trustee deems advisable, including the power to borrow from a corporate trustee or any affiliate, with any such loan to be repaid from trust assets only.

(a) Sell and Lease. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease for a term within or extending beyond the term of the trust, any real or personal property of the Trust and in general to deal otherwise with trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property.

(h) Location of Trust Assets. To keep Trust property in Michigan or elsewhere, or with a depository or custodian.

(k) Purchase of treasury bonds. To purchase and retain as an asset of this trust, or to receive from me or any other person(s), United States treasury bonds eligible for redemption at par in payment of the federal estate tax. The trustee is authorized to borrow funds for this purpose and to secure any such loan. The discretion granted in this subsection shall be freely exercised at any time when it appears that I may be seriously ill or that there is a substantial and progressive deterioration of my health.

(l) Trustee Authority. If this is a joint trust, or if this Trust has Co-Trustees, any trustee may exercise the powers herein, except with regard to the transactions involving real estate, which will require consent of all trustees, subject to Section 4.1 above.

222 MAR 649

(r) In addition to the powers listed above, the Trustee shall have all of the powers conferred upon Trustees by Sections 882 through 892, inclusive, of the Revised Probate Code, (Michigan Act 642 of 1978), as amended, or any similar successor provision, to the extent they are not in conflict with the provisions of this article. In the case of domicile outside Michigan, the Trustee shall have all powers conferred upon Trustees in that state pursuant to the appropriate state laws.

All such powers may be exercised without application to any Court and shall be exercisable by any Successor Trustee."


ARTICLE V, SECTION "5.2(d) Certificate. The Trustee may record or file with any clerk, register of deeds, transfer agent or similar agency or office, or any person dealing with the Trustee a certificate, signed and acknowledged by the Trustee, which contains a verbatim synopsis of certain provisions of this agreement. Any person dealing with the Trustee may rely on such certificate as a full statement of the provisions of this agreement which are pertinent to the particular transaction."

ARTICLE V, SECTION "5.2(g) Universal Usage. Whenever the context requires or permits, the gender of words shall be interchangeable, and the singular or plural shall be applied."

Machinist copies of the executed certificate shall have the same effect and authority as the executed certificate."

The Trust agreement remains in full force and effect as of the date of this certificate.

WITNESSED BY:


Michael S. Thomas
As to Settlers and Trustees


Eunice A. Crawford, Settlor


Linda S. Myers
As to Settlers and Trustees


Eunice A. Crawford, Trustee

222-650

STATE OF MICHIGAN)
COUNTY OF GENESEE)

On this 2nd day of September, 1992, before me personally appeared the above named Settlor and Trustee, Eunice A. Crawford, to me known to be the person described therein and who executed the foregoing instrument, and acknowledged the same to be her free act and deed.


Michael E. Thomas, Notary
Genesee County, Michigan
My Commission Expires: 11/25/95

Prepared by:
Michael E. Thomas, P.C.
Attorney at Law
3200 Beacher Road
Flint, Michigan 48932
(313) 733-1000

When Recorded Return To:

Eunice Crawford
5650 Oak Road
Macomb, MI 48042

LINE 222 rec 651

**EXHIBIT A TO CERTIFICATE OF TRUST
EXISTENCE AND AUTHORITY**

Land located in the Township of Arenac, County of Arenac, State of Michigan,
described as follows:

A parcel of land in the Southeast 1/4 of the Northwest 1/4 of Section 22, Town 18 North,
Range 5 East, described as follows: Commencing at a point 300 feet South of the
Northeast corner of said Southeast 1/4, Northwest 1/4, running thence South along the
East line of said Southeast 1/4, Northwest 1/4 to the South line of said forty acre parcel,
thence West along the South line to a point 4 rods East of the Right of Way of the D. &
MFR, thence running Northeastly parallel with said right of way to a point directly
West of the Point of Beginning, thence East to the point of beginning.

EASEMENT OPTION AGREEMENT

THIS EASEMENT OPTION AGREEMENT ("Agreement") is made this 7TH day of SEPTEMBER, 2011, by and between Eunice Crawford A SINGLE WOMAN whose address is 56600 Omo Road, Macomb, MI 48042-1557 ("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 22, Arenac 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 ~~10 feet~~ side (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;

01-25-12
E.A.C.
SIDE (PER ATTACHED DRAWING)
E.A.C.

NOW THEREFORE, in consideration of the sum of \$ Two Hundred Dollars (\$ 200.00) (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 ~~\$1,000.00~~ ^{E.R.C. 01/25/12} \$1,800 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:

Eunice L. Crawford

Print Name: EUNICE A. CRAWFORD

Print Name: _____

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

CONTACT REPORT

PROJECT: ALMEDA-TWINNING REBUILD

AGENT: PAUL S. STEMPIN

FEE OWNER

NAME: EUNICE A. CRAWFORD

CONTRACT BUYER

NAME: _____

ADDRESS: 56600 OMO ROAD

ADDRESS: _____

MACOMB, MI 48042

PHONE: 586-749-5779

PHONE: _____

| DATE | RESULTS OF CALL |
|--------|--|
| 5-7-11 | <p>Paul Stempin met with Eunice Crawford at her home. Her son-in-law, Robert, was present. An explanation was given as to who ITC is and why an easement was needed on her property (13 ac.) south of Omo, Mi. The needed easement is approximately 0.26 ac. The property is zoned Residential with values of \$4,000 to \$6,000 per acre according to a study obtained by ITC. She agreed to grant an easement for \$1,000.</p> |
| | <p>Eunice Crawford signed the Easement Option Agreement for \$1,000 with a \$200 Option Payment included.</p> |
| | <p>She asked that the phrase "more or less" be stricken from the agreement. (after "AFF.")</p> |

CONTACT REPORT

PROJECT: ALMEDA-TWINING REBUILD

AGENT: PAUL J. STEMPIN

FEE OWNER

NAME: EUNICE A. CRAWFORD

CONTRACT BUYER

NAME: _____

ADDRESS: 56600 OMO ROAD

ADDRESS: _____

MACOMB, MI 48042

PHONE: 586-749-5779

PHONE: _____

| DATE | RESULTS OF CALL |
|--------|---|
| 5-7-11 | <p>Stempin met with Eunice Crawford at her home. Her son-in-law, Robert, was present. An explanation was given as to who ITC is and why an easement was needed on her property (13 ac.) south of Omo, Mi. The needed easement is approximately 0.26 ac. The property is zoned Residential with values of \$4,000 to \$6,000 per acre according to a study obtained by ITC. She agreed to grant an easement for \$1,000.</p> <p>Eunice Crawford signed the Easement Option Agreement for \$1,000 with a \$200 Option Payment included.</p> <p>She asked that the phrase "more or less" be ^{(after) 19 FT.} stricken from the agreement.</p> |

| | | | | | | | |
|--------------------------------|---------------------|----------------------------------|-----------------|---------------------------|-----------------------------|---------------------|------------------|
| Check Date: Feb/10/2012 | | Vendor Number: 0000010193 | | Payment Method CHK | Check No. 0000020467 | | |
| Invoice Number | Invoice Date | Voucher ID | Bus Unit | Gross Amount | Discounts | Late Charges | Paid Amou |
| 020112 EASEMENT | Feb/01/2012 | 00058590 | METOP | 1,800.00 | 0.00 | 0.00 | 1,800. |

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 Amou |
|--------------|------------------|--------------------|-----------------|--------------------|-----------------|
| 0000020467 | February/10/2012 | 1,800.00 | 0.00 | 0.00 | 1,800.00 |



METC
27175 Energy Way
Novi, MI 48377

COMERICA BANK
Detroit, MI

0000020467

9-9/720

Date February/10/2012

\$1,800.00***

Pay ****ONE THOUSAND EIGHT HUNDRED AND XX / 100 DOLLAR****

To The
Order Of

CRAWFORD, EUNICE
56600 OMO ROAD
MACOMB, MI 48042

Carman M. Ready
Authorized Signature

⑈0000020467⑈ ⑆072000096⑆ 1852197373⑈

| | | | | | | | |
|--------------------------------|---------------------|----------------------------------|-----------------|---------------------------|-----------------------------|---------------------|------------------|
| Check Date: Sep/16/2011 | | Vendor Number: 0000010193 | | Payment Method CHK | Check No. 0000018769 | | |
| Invoice Number | Invoice Date | Voucher ID | Bus Unit | Gross Amount | Discounts | Late Charges | Paid Amou |
| 090911 fee for easement | Sep/09/2011 | 00052955 | METOP | 200.00 | .00 | .00 | 200 |

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 | To Paid Amou |
|--------------|-------------------|--------------------|-----------------|--------------------|--------------|
| 0000018769 | September/16/2011 | 200.00 | .00 | .00 | 200. |



METC
27175 Energy Way
Novi, MI 48377

COMERICA BANK
Detroit, MI

0000018769

9-9/720

Date September/16/2011

\$200.00***

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

To The Order Of

CRAWFORD, EUNICE
56600 OMO ROAD
MACOMB, MI 48042

Carman M. Brady
Authorized Signature