



Real Estate Right of Way and Claims

Date: February 21, 2012

To: Elaine Clifford
Records Center

From: Barbara Mention *bm*
Real Estate

Subject: Easement-Section 14, Arenac Township, Arenac County, Michigan
Almeda-Twining Capital Project – B0002664

Attached are papers related to the acquisition of a Transmission Line Easement, dated February 3, 2012 to Michigan Electric Transmission Company, LLC (METC) from Leland J. and Rosilyn G. Johnson, husband and wife, whose address is 2787 Johnson Drive, 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 highlighted in yellow on attached survey drawing.

The easement consideration fee was \$700.00.

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

FILE
20810



January 31, 2012

VIA FEDERAL EXPRESS

Leland J. Johnson and Rosilyn G. Johnson
2787 Johnson Drive
Standish, Michigan 48658-9733

Re: Exercise of Option pursuant to Easement Option Agreement dated October 4, 2011

Dear Mr. and Mrs. Johnson:

This letter is in reference to the Easement Option Agreement (the "Option Agreement") dated October 4, 2011, by and between you and Michigan Electric Transmission Company ("METC"), relative to the grant of an easement on your property located in Section 14, 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,

A handwritten signature in black ink, appearing to read "Christine Mason Soneral", written over a white rectangular area.

Christine Mason Soneral
Vice President and General Counsel-
Utility Operations

Enclosures: Easement

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

EASEMENT OPTION AGREEMENT

THIS EASEMENT OPTION AGREEMENT ("Agreement") is made this 4TH day of OCTOBER, 2011, by and between Leland J. Johnson AND ROSILYN G. JOHANSON whose address is 2787 Johnson Drive, Standish, MI 48658-9733 ("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 14, 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 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 \$ 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 \$ 500.00 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.

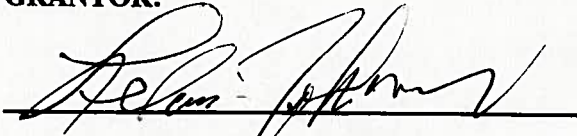
12. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Michigan.

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:



Print Name: LELAND J. JOHNSON



Print Name: ROSILYN S. JOHNSON

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 14 NW 1/4 OF NW 1/4 EXC D&M RR R/W & EXC STRIP OF LAND 4 RDS
WIDE ALONG & ADJ ELY SIDE OF RR R/W CONTAINING 35.00 ACRES
PARCEL ID: 002-0-014-200-010-00**

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



First American Title Insurance Company

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

PROPERTY PROFILE REPORT

October 24, 2011

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| <p>Prepared for: METC, Real Estate and Claims Division 27175 Energy Way Novi, MI 48377</p> <p>Borrower Name & Address: Leland J. Johnson and Rosilyn G. Johnson, husband and wife and Leland J. Johnson 2787 Johnson Drive, Standish, MI 48658</p> | <p>Order No.: 559322</p> <p>Beginning Search Date: January 8, 1979 @ 8:00 a.m.</p> <p>Ending Search Date: October 17, 2011 @ 8:00 a.m.</p> <p>County of: Arenac</p> |
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Public Record Information

Grantee in Last Document of Record: Leland J. Johnson and Rosilyn G. Johnson, husband and wife and Leland J. Johnson

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 \$256.20 are PAID
 2011 Summer Taxes in the amount of \$87.58 are UNAVAILABLE
Tax Parcel Identification:

 Property Address: 2787 Johnson Drive
 Tax Parcel No.: 06-002-0-014-200-010-00
 2011 State Equalized Value: \$31,900.00
 2011 Taxable Value: \$7,944.00
 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.

Legal Description of Property:

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

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.

North 1/2 of the Northwest 1/4 of Section 14, Town 19 North, Range 5 East, EXCEPT the Detroit and Mackinac Railroad Company right of way, ALSO EXCEPT a 4 rods strip of land lying East of and adjacent to the Detroit and Mackinac Railroad right of way, Also except Northeast 1/4 of Northwest 1/4 of Section 14, Town 19 North, Range 5 East.

INTERNATIONAL TRANSMISSION COMPANY
CALCULATION OF ESTIMATED COMPENSATION

Project: Almeda-Twining Transmission Line Rebuild

Parcel No.: 002-0-014-200-010-00

Owner: LELAND J. JOHNSON AND ROSILYN G. JOHNSON

Address: 2787 JOHNSON DR.
STANDISH, MI 48658-9733

Telephone No.: 989-653-2401

Permanent Easement Area (Less Existing Easement Area, if any):

0.4 Acres X \$ 2,000 per Acre X 50 % = \$ 400.00
(600' x 29' = 17,400 SQ. FT.)

Additional Considerations:

_____ \$ _____
_____ \$ _____

Total Compensation Due: \$ 500.00

I agree to and understand the compensation for the International Transmission Company transmission line easement on my property.

Owners

Date: _____

