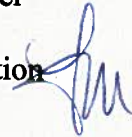




**Real Estate Right of Way and Claims**

Date: July 30, 2012

To: Elaine Clifford  
Records Center

From: Barbara Mention   
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 21, 2012 to Michigan Electric Transmission Company, LLC (METC) from William L. and Sharon Peterson, husband and wife, whose address is 206 High 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 shaded in gray on attached survey drawing.

The easement consideration fee was \$1,700.00.

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

FILE  
20834

162-125-7



February 14, 2012

**VIA FEDERAL EXPRESS**

William and Sharon Petersen  
206 High Street  
Omer, Michigan 48749-9613

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

Dear Mr. and Mrs. Petersen:

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 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

## EASEMENT OPTION AGREEMENT

THIS EASEMENT OPTION AGREEMENT ("Agreement") is made this 20<sup>th</sup> day of SEPTEMBER, 2011, by and between William L. Petersen FWF SHARON PETERSEN whose address is 206 High Street, Omer, MI 48749-9613 ("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 \$ 1,500.00 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:**

\* William L. Petersen

Print Name: William L. Petersen

Sharon L. Petersen

Print Name: SHARON L. PETERSEN

**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

**EXHIBIT A**

**[LEGAL DESCRIPTION OF PROPERTY]**

**LOTS 6 & 7 BLK 4 EXC STRIP 74 FT WIDE ALONG & ADJ E SIDE OF D&M RR R/W  
MCDON ADD. PARCEL ID: 030-0-M10-004-006-00**

**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

PR: METRO

Ofc: 2047 (6958)

**Invoice**

**To:** METC, Real Estate and Claims Division  
 27175 Energy Way  
 Novi, MI 48377

**Invoice No.:** 6958 - 69588320  
**Date:** 09/23/2011  
**Our File No.:** 555822  
**Title Officer:**  
**Escrow Officer:**  
**Customer ID:** 1504916

**Attention:** Barbara Mention

**Your Reference No.:** DEPT CODE 01.1.3

**RE: Property:** W.O. B0002884  
 206 High Street, Omer, MI 46749

**Liability Amounts**  
**Owners:** \$1,000.00  
**Lenders:**

**Buyers:**

**Sellers:** William L. Petersen

Description of Charge	Invoice Amount
Owners Premium	\$240.00
Work Fee	\$125.00

**INVOICE TOTAL \$365.00**

**Comments:**

**Thank you for your business!**

*To assure proper credit, please send a copy of this Invoice and Payment to:*  
 Attention: Accounts Receivable Department  
 1515 Commerce Ct.  
 Midland, MI 48642

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

**First American Title Insurance Company**

**SCHEDULE A**

Commitment No.: 555822  
2047

Date Printed: September 29, 2011

1. Effective Date: September 19, 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

Policy or Policies to be issued:  
(b) ALTA Loan Policy (6-17-06)

Policy Amount

Proposed Insured:

3. The Fee Simple Interest in the land described in this Commitment is owned, at the Commitment Date, by:  
William L. Petersen

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

Lot 6 and Lot 7, EXCEPT a strip of land 74 feet wide running parallel with and abutting on the East side of the D & M Railroad Right of Way, Block 4, ANGUS W. MCDONNELL'S ADDITION TO THE CITY OF OMER, according to the recorded Plat thereof, Arenac County Records.

206 High St. Omer MI 48749



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.: 555822

### *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. PROVIDE SATISFACTORY EVIDENCE THAT THE SUBJECT PROPERTY IS NOT SUBJECT TO ANY LIEN IN FAVOR OF A HOMEOWNER'S ASSOCIATION FOR UNPAID DUES OR ASSESSMENTS.
3. THE APPLICATION FOR TITLE INSURANCE INDICATES THAT THE LAND IS IMPROVED WITH A MANUFACTURED HOUSING UNIT. THE ALTA FORM 7 ENDORSEMENT WILL BE ISSUED WITH THE LOAN POLICY IF THE FOLLOWING REQUIREMENTS ARE MET:
  1. THE OWNER OF THE MANUFACTURED HOUSING UNIT MUST PROVIDE THE FOLLOWING PRIOR TO CLOSING:
    - (A) THE CERTIFICATE OF MANUFACTURED HOME OWNERSHIP OR CERTIFICATE OF ORIGIN
    - (B) TWO FULLY EXECUTED COPIES ORIGINAL AFFIDAVITS OF AFFIXTURE OF MANUFACTURED HOME (form BBC-961)
    - (C) FURNISH A RELEASE OR TERMINATION OF ANY LIENS SHOWN ON THE CURRENT CERTIFICATE OF HOME OWNERSHIP OR THEY SHALL APPEAR ON FINAL POLICY
4. SATISFACTORY TERMINATION OR RELEASE OF THE INTEREST OF FLOYD E. WILLIAMS IN THE LAND.
5. WARRANTY DEED FROM WILLIAM L. PETERSEN, AND WIFE IF ANY, TO PROSPECTIVE PURCHASER.
6. 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.
7. Pay unpaid taxes and assessments unless shown as paid:  
2010 Winter Taxes in the amount of \$360.35 are PAID

2011 Summer Taxes in the amount of \$795.92 are DUE

**Tax Parcel Identification:**

Property Address: 206 High St.

Tax Parcel No.: 06-030-0-M10-004-006-00

2011 State Equalized Value: \$30,500.00

2011 Taxable Value: \$26,460.00

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

Special Assessments: None

School District: Arenac Eastern

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.: 555822

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. Interest of Floyd E. Williams, as evidenced by instrument recorded in Liber 120, page 160.
2. Mortgage in the original amount of \$72,623.00 executed by William L. Petersen to Mortgage Electronic Registration Systems, Inc., solely as nominee for Mac-Clair Mortgage Corporation, dated October 28, 2002, recorded October 31, 2002, in Liber 381, page 560.
3. Interest of others in oil, gas and mineral rights, if any, recorded in the public records or unrecorded.
4. Easement(s) as disclosed by the recorded plat, if any.
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.aita.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 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.

#### 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.



UJL 0 Mio 004 006

ARENAC COUNTY MICHIGAN  
GR 381/559  
OCT 31, 2002



REAL ESTATE  
TRANSFER TAX  
C 0.400  
S 01.00  
300.00

PAGE 1 of 1  
ROSE SMITH  
ARENAC CO. REG. OF DEEDS  
RS Date 10/31/2002 GR 381/559 LP  
File 11:18:57

WARRANTY DEED

The Grantor(s) **ROBERT C. FRITCHARD** and **JENNIFER FRITCHARD**, husband and wife, whose address is 206 High Street, Omer, MI 48749

conveys) and warrant(s) to **WILLIAM L. PETERSON**, a married man, whose address is 66 Lorraine Court, Essexville, MI 48732

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

Lot 6 and Lot 7, EXCEPT a strip of land 74 feet wide running parallel with and abutting on the East side of the D & M Railroad Right of Way, Block 4, Angus W. McDonnell's Addition to the City of Omer, according to the recorded Plat thereof, Arenac County Records.

for the sum of Seventy-Three Thousand Eight Hundred (\$73,800.00) Dollars

subject to easements and building and use restrictions of record.

The grantor grants to the grantee the right to make ALL ALLOWABLE division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

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

Grantors convey unto Grantees any oil, gas, and mineral rights they may have in connection with the above described property, but Grantors except from the covenants of warranty all oil, gas, and mineral rights of every kind and nature and all rights pertinent thereto, if any.

Dated on the 28 day of October, 2002.

Signed by:

*Robert C. Fritchard*  
ROBERT C. FRITCHARD  
*Jennifer Fritchard*  
JENNIFER FRITCHARD

STATE OF MICHIGAN )  
                                  ) )  
COUNTY OF ARENAC )

The foregoing instrument was acknowledged before me on the 28 day of October, 2002 by **ROBERT C. FRITCHARD** and **JENNIFER FRITCHARD**.

*Darlene Shirley*  
Darlene Shirley, Notary Public  
Arenac County, Michigan  
My Commission Expires: 08/09/2003

When Recorded Return To: Grantee(s)

PREPARED BY:  
Patrick R. Winter, P.C.  
Attorney at Law  
206 E. Cedar, P.O. Box 939  
Standish, Michigan 48658  
(989)846-4589

I hereby certify that I have searched the records in my office relating to the description of the lands in the within instrument and from such examination it appears that the taxes have been fully paid for the five years preceding the date of this instrument.  
Standish, MI 10/31/02  
*Wayne Reid* Co. Treasurer  
Except for current Tax-Due and payable in the Towns and Cities.

real2/Pritchard-Peterson.wd/lms

PAGE 1 of 7  
ROSE SMITH  
ARENAC CO. REG. OF DEEDS  
RS Date 10/31/2002  
BR 381/560  
7P  
Time 11:20:16

[Space Above This Line For Recording Data]

### MORTGAGE

PETERSEN  
LOAN NUMBER: 23328933  
CASE NUMBER: 262-1424110-703 -  
NEW: 10012080033289336

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 28, 2002**. The mortgagor is **WILLIAM L. PETERSEN, A MARRIED MAN**

whose address is **206 HIGH ST. OMER, MI 48749**

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, telephone (888)679-MERS. **MAC-CLAIR MORTGAGE CORPORATION** which is organized and existing under the laws of **MI, IN, OH, WI, FL, MN, MO, IL**, and whose address is **Q-3404 MILLER RD FLINT, MI 48507**

("Lender"). Borrower owes Lender the principal sum of **SEVENTY-TWO THOUSAND SIX HUNDRED TWENTY-THREE AND 00/100** Dollars (U.S. \$ **72,623.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **NOVEMBER 1, 2032**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest; and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in **ARENAC** County, Michigan:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

which has the address of **206 HIGH ST., OMER** [Street] [City]  
Michigan **48749** ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees

*WLP*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

William L. Petersen (Seal)  
Borrower WILLIAM L. PETERSEN

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

[Space Below This Line for Acknowledgement]

State of Michigan  
County of Arenac

The foregoing instrument was acknowledged before me this 28th day of October 2002,  
by: William L. Petersen

Darlene Shirley  
Notary Public,  
Please print name  
My Commission Expires: **DARLENE SHIRLEY**  
Notary Public, Arenac Co., MI  
My Commission Exp. Aug. 3, 2008

This instrument was prepared by:  
MEGAN BRANKTON  
MAC-CLAIR MORTGAGE CORPORATION  
6-3404 MILLER RD FLINT, MI 48507

When Recorded Mail To:  
MAC-CLAIR MORTGAGE CORPORATION  
6-3404 MILLER RD  
FLINT, MI 48507

Please  
← return  
to

Land in the City of Omer, Arenac County, Michigan described as:

Lot 6 and Lot 7, EXCEPT a strip of land 74 feet wide running parallel with and abutting on the East side of the D & M Railroad Right-of-Way, Block 4, Angus W. McDonnell's Addition to the City of Omer according to the recorded plat thereof, Arenac County Records.

LIBER 123-100

RECORDED IN DEEDS

Book 11969  
at 7445 of date 9/29/60  
Liber 123-100 of Date Page  
Luis Black  
Register of Deeds

QUIT-CLAIM DEED - To Whom or to Whomsoever - 907  
Revised Copy Form 1000 - Michigan and a. 10/1/59  
and Article 3 formerly with Act A.P. A. 1958.

This Indenture, made this 1st day of November 1960  
between Floyd H. Williams, a married man, husband of Luella  
Williams,

and Floyd E. Williams and Luella Williams of Omer, Michigan,  
of the first part,

husband and wife, as tenants by the entirety, of the second part,  
Witnesseth, That the said part 1 of the first part, for and in consideration of the sum of

to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged and acknowledged, do hereby  
by these presents grant, bargain, sell, convey, release and waive QUIT-CLAIM unto the said parties of the second part, and to their assigns, and  
the survivors of them, his or her heirs and assigns, forever, all those certain pieces or parcels of land situated in the  
City of Omer in Arenac County, and State of Michigan, and described  
as follows:

Lots six (6) and seven (7) of Block four (4) of Angus W. McDonelle's  
Addition to the City of Omer, Michigan, according to the recorded  
plat thereof.

(This deed is made for the purpose of creating a tenancy by the entirety)

Together with all and singular the benefits and appurtenances thereto in anywise appertaining, To Have and to Hold the  
said above described premises to the said parties of the second part and to  
their assigns and the survivors of them, his or her heirs and assigns to the said and only parties use, benefit and behoof of the said parties of the  
second part forever.

In Witness Whereof, The said part 1 of the first part has hereunto set his hand the day and year  
first above written.

Seen, Read and Delivered in Presence of  
Floyd E. Williams  
Joanne Suehodolaj  
Harry E. Converse

STATE OF MICHIGAN, ss. In this 1st day of November 1960  
County of Arenac, before me, a Notary Public  
in and for said County, personally appeared Floyd E. Williams

to me known to be the same person detailed in and who executed the within instrument, who  
acknowledged the same to be his free act and deed.

Harry E. Converse  
Arenac County, Michigan  
My commission expires June 20th 1961

1. See Act No. 179, of the Public Acts of 1951, requiring the address of each of the Clerks in each County in each Deed of Conveyance or Assignment of Real Estate, including the Street Number, where such Numbers are in common use, or, if not, the Post-office addresses shall be lightly printed, typewritten, or stamped in such instrument.  
2. In order to create a "tenancy by the entirety" under Act A.P. A. 1958, without the use of a "trust deed", add the following clause "This conveyance is made, executed and delivered for the purpose of creating a tenancy by the entirety."  
3. PRINT, TYPEWRITE OR STAMP names of parties executing this instrument, also names of the Witnesses and Notary Public immediately underneath such signatures.

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

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
0000019048	October/07/2011	200.00	.00	.00	200.00



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

COMERICA BANK  
Detroit, MI

0000019048

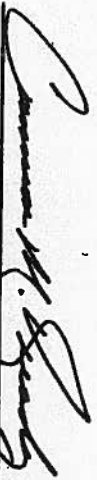
Pay \*\*\*\*\*TWO HUNDRED AND XX / 100 DOLLAR\*\*\*\*\*

Date October/07/2011

\$200.00\*\*\*\*

9-9/720

To The Order Of  
**PETERSEN, WILLIAM L & SHARON**  
206 HIGH STREET  
OMER, MI 48749-9613

  
Authorized Signatory

⑆0000019048⑆ ⑆072000096⑆ 1852197373⑆

<b>Check Date:</b> Feb/17/2012		<b>Vendor Number:</b> 0000010234		<b>Payment Method</b> CHK	<b>Check No.</b> 0000020567		
<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>
021512 EASEMENT PAYMENT	Feb/15/2012	00058974	METOP	1,500.00	0.00	0.00	1,500.00

*ck to Paul S. 2-21-12*

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
0000020567	February/17/2012	1,500.00	0.00	0.00	1,500.00



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

**COMERICA BANK**

**0000020567**

Detroit, MI

9-9/720

**Date** February/17/2012

**\$1,500.00\*\*\***

**Pay** \*\*\*\*ONE THOUSAND FIVE HUNDRED AND XX / 100 DOLLAR\*\*\*\*

**To The Order Of** **PETERSEN, WILLIAM L & SHARON**  
206 HIGH STREET  
OMER, MI 48749-9613

*Carman M. Sealy*  
Authorized Signature