



Real Estate Right of Way and Claims

Date: October 26, 2012
To: Elaine Clifford
Records Center
From: Barbara Mention *bm*
Real Estate
Subject: Easement-Section 27, Arenac Township, Arenac County, Michigan
Almeda-Twining Capital Project – B0002664

Attached are papers related to the acquisition of a Transmission Line Easement, dated July 27, 2012 to Michigan Electric Transmission Company, LLC (METC) from Renee Kosecki, whose address is 1407 Conrad Road, Standish, Michigan 48658.

Additional easement rights were acquired as a result of upgrading the existing Almeda-Twining circuit from 138kV to 230kV.

The additional easement area is shown shaded in gray on attached survey drawing.

The easement consideration fee was \$1,800.00. Also, \$3000.00 was paid to Renee Kosecki for replacement trees.

The easement was negotiated by Paul 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

*Xref 176-DS-1
175-DS-1*

FILE
ROSS

*Deloitte Twing
JOSCO-KARN*



February 10, 2012

William and Renee Kosecki
1407 Conrad Road
Standish, MI 48658-9216

SUBJECT: ALMEDA-TWINING TRANSMISSION LINE REBUILD PROJECT

Dear Mr. and Mrs. Kosecki:

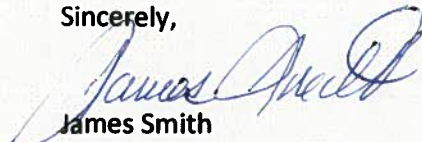
Michigan Electric Transmission Company, LLC (METC), is rebuilding and upgrading the transmission line that runs adjacent to your property in Standish, Michigan. In order to maintain and ensure the safety and reliability of the transmission line, an easement area totaling 85 feet from the centerline of the existing transmission structures is required. The easement area will encumber approximately 29 feet of your property.

At the present time, this transmission line will operate at a single-circuit 138 kilovolt (kV) level. As such, METC only needs to perform selective clearing of trees on your property at this time. It is possible that additional vegetation management may be required on your property should circumstances change in the future. METC will pay you a one-time total amount of \$3,000.00 for replacement trees when the easement is signed.

By copy of this letter, I will ask METC's managing forester to add your contact information to the work management system in order that you are contacted at least two weeks prior to any work being planned or performed on your property. METC will restore the easement area based on best utility practices.

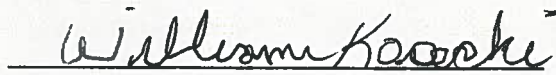
Thank you for your cooperation and understanding in this matter.

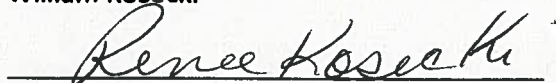
Sincerely,


James Smith
Vegetation Manager

Cc: P. Stephanoff

ACCEPTED:


William Kosecki


Renee Kosecki

Date: 2-12-12

Check Date: Jul/20/2012		Vendor Number: 0000010654		Payment Method CHK	Check No. 0000021864		
Invoice Number	Invoice Date	Voucher ID	Bus Unit	Gross Amount	Discounts	Late Charges	Paid Amount
071612 Easement & Tree repl	Jul/16/2012	00064221	METOP	4,800.00	0.00	0.00	4,800.00

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

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
0000021864	July/20/2012	4,800.00	0.00	0.00	4,800.00



METC
27175 Energy Way
Novi, MI 48377

COMERICA BANK
Detroit, MI

0000021864

9-9/720

Date July/20/2012

\$4,800.00***

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

To The
Order Of

KOSECKI, RENEE
1407 CONRAD RD
STANDISH, MI 48658

Carman M. Ready
Authorized Signature



July 26, 2012

VIA FEDERAL EXPRESS

Renee Kosecki
1407 Conrad Road
Standish, Michigan 48658-9216

Re: Exercise of Option pursuant to Easement Option Agreement dated February 10, 2012

Dear Ms. Kosecki:

This letter is in reference to the Easement Option Agreement (the "Option Agreement") dated February 10, 2012, by and between you and Michigan Electric Transmission Company, LLC ("METC"), relative to the grant of an easement on your property located in Section 27, 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 white background.

Christine Mason Soneral
Vice President and General Counsel-
Utility Operations

Enclosures: Easement

EASEMENT OPTION AGREEMENT

THIS EASEMENT OPTION AGREEMENT ("Agreement") is made this 10TH day of FEBRUARY, 2011, by and between Renee Kosecki, whose address is 1407 Conrad Road, Standish, MI 48658-9216 ("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 27, 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

- 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.
- 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.
- 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 \$ 1,800.00 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.

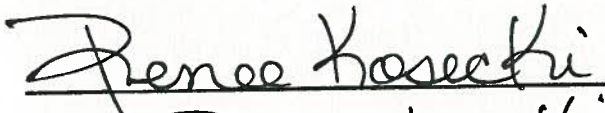
12. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Michigan.

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: Renee Kosecki

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:  _____

Name: Christine Mason Soneral

Title: Vice President and General Counsel- Utility Operations

EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]

**T19N R5E SEC 27 W 1/2 OF NW 1/4 EXC THAT PART OF W 1/2 OF NW 1/4 LYING W OF
D&M RR R/W & EXC D&M RR R/W & EXC STRIP OF LAND 4 RDS WIDE ALNG ELY LINE
OF RR R/W. ALSO KNOWN AS 002-0-027-200-005-00**

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

Check Date: Mar/02/2012		Vendor Number: 0000010654		Payment Method CHK	Check No. 0000020759		
Invoice Number	Invoice Date	Voucher ID	Bus Unit	Gross Amount	Discounts	Late Charges	Paid Amount
022412 easement deposit	Feb/24/2012	00059401	METOP	200.00	0.00	0.00	200.00

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

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
0000020759	March/02/2012	200.00	0.00	0.00	200.00



METC
27175 Energy Way
Novi, MI 48377

COMERICA BANK

0000020759

Detroit, MI

9-9/720

Date March/02/2012

\$200.00***

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

To The
Order Of

KOSECKI, RENEE
1407 CONRAD RD
STANDISH, MI 48658

Authorized Signature

Mention, Barbara A.

From: PAUL STEMPIN <psstempin@sbcglobal.net>
Sent: Thursday, May 31, 2012 4:41 PM
To: Mention, Barbara A.
Subject: Almeda-Twining - Kosecki

Barb,

I spoke with Renee Kosecki and told her about the date error on the Option Agreement. She said she hadn't noticed it and it wasn't a problem. I told her we will exercise the option and close in the next couple of weeks. She said she was glad to hear it.

Paul

Paul S. Stempin, SR/WA

Phone: (586) 372-1693

CONTACT REPORT

PROJECT: ALMUDA - TURNING

AGENT: W.H.E./PAUL S. STEMPIN

FEE OWNER

CONTRACT BUYER

NAME: RENEE ^{& BILL} KOSECKI

NAME: _____

ADDRESS: 1407 CONRAD RD.
STANDISH, MI 48658

ADDRESS: _____

PHONE: 989-653-2903
RENEEKOSECKI@YAHOO.COM

PHONE: _____

DATE	RESULTS OF CALL
8/29	FINALLY FOUND MRS. K. AT HOME. MR. WAS AT WORK. EXPLAINED THE 9' EASEMENT TO MRS. AND SHE TOLD ME THAT HER HUSBAND WOULD NOT BE INTERESTED IN ANY CONVEYANCE TO THE FLEET CO. THEY ARE NOT HAPPY WITH THE CONSTRUCTION GOING ON FOR THE NEW LINE. IT APPEARS THEY WOULD BE USING PART OF C.F.C.'S EASEMENT FOR A GARDEN AND THE CREW CHANGING POLES OUT HAVE DAMAGED PART OF THE VEGETATION. ANYWAY I TOLD MRS. THAT I WOULD CALL MR. NEXT WEEK ABOUT THE RIGHTS THAT ARE NEEDED.
9/6	TRIED TO CALL MR. K. TONIGHT BUT NO ANSWER. WILL TRY AGAIN LATER
9/7	TRIED AGAIN TODAY AT HOME NO ONE THERE.

PAGE 2

CONTACT REPORTPROJECT: ALMUDA - TWINING AGENT: W.N. 2FEE OWNER WILLIAM J. KOSECKI CONTRACT BUYERNAME: RENÉE KOSECKI NAME: _____ADDRESS: 1407 CONRAD RD. ADDRESS: _____PHONE: 989-653-2903 PHONE: _____

DATE	RESULTS OF CALL
9/12	MR. K. CALLED ME TODAY AND WE DISCUSSED EASEMENT. WANTED TO KNOW IF I.T.C. HAD TO HAVE THIS ESMIT? TOLD HIM THEY DID TO COMPLY WITH THE N.B.S.C. FOR THIS LINE. I AM TO SEE HIM TOMORROW AT 6:00 P.M. AT RESIDENCE AFTER WORK.
9/13	TALKED TO MRS K. THIS P.M. EXPLAINED THAT WE WOULD NOW NEED A 29' ESMIT RATHER THAN THE 19'. ADDED ADDITIONAL '650.00' OR A TOTAL OF '1,950.00' FOR RIGHTS. LEFT PAPERS FOR THEM TO SIGN. WILL SEE THEM AGAIN NEXT WK.
9-20-11	TALKED TO MR. K. TODAY BRUTELY AND HE SAID HE IS NOT INTERESTED IN GRANTING ESMIT. DOES NOT LIKE CLEANUP BEING DONE BY I.T.C. ALSO SAYS THEY OBTAINING CROWN NEXT. TO LINE. IT APPEARS

(CONTINUED
ON BACK)

THE CORDON MAY BE ON ^{USDA} ~~CE~~ ^{LAND} ~~Co.~~ ^{PROPERTY}
CANNOT TRAVEL WITHOUT SURVEY. ALSO THEY SAID
THEY DO NOT HAVE A LEASE FOR USE ON CE. CO. LAND.

11-3-11

P. Stempin, accompanied by Bill Zimmerman, met with Bill Kosecki at the subject property. He said they would grant the easement for the price agreed upon if ITC would spare some of the large trees on the east side of the proposed easement, especially several tall tamarack trees. He was told we would consult with ITC's Engineer and Arborist.

11-8-11

P. Stempin met with Kevin Nichol, ITC Forester (contractor), at the subject property. Kevin said all trees due not have to be cut in the 29⁺ foot area now because there are no immediate plans to increase circuits and voltage.

11-9-11

Discussions with Ashley Dupree and B. Menton re: Kevin Nichol's info. Ashley confirmed no immediate plans to increase circuits and voltage but may anytime in future.

Contacted Bill Kosecki by phone and related METC plans and suggest a letter be given to them signed by ITC/METC giving them assurances that only selective clearing will be performed on their property until such time as an additional circuit is installed and the voltage is increased. Mr. Kosecki agreed to that concept.

12-8-11

Letter was e-mailed to Renee Kosecki.

12-12-11

PES phoned Renee Kosecki. She said the letter was not adequate, because it "did not say anything". They want more assurances that their trees will be spared which are on their lawn, but within the 29 ft. - easement.

DATE	RESULTS OF CALL
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1-14-12

PSS met with Bill and Renee Kosecki at their home, the subject property. They agreed to grant the easement if the letter was modified to add the following:

1. 2 weeks minimum notice for entry
2. ^{Cost of} Replacement of trees, in Lawa area only, based on the lease of two nursery estimates
3. Restore and repair area
4. Transferable to future owners.

Mr. and Mrs. Kosecki believe compensation should be more. They were shown excerpts from the study done for ITC by Andy Chamberlain and appeared to be more acceptable.

1-17-12

PSS e-mailed a calculation sheet to Renee Kosecki showing how compensation offered at \$2,000 was determined.

1-24-12

Renee Kosecki was contacted to inform her that the Forester and PSS will be at her property on Thursday, 1-26, to check and count the trees. The letter will then be finalized for their approval.

1-26-12

Met Kevin Nicholl and inventoried trees in proposed easement area.

2-6-12

PSS contacted Renee Kosecki by phone. They have agreed to a one-time payment of \$3,000 for replacement trees in addition to \$2,000 for the easement. PSS will meet with Ms. Kosecki on Friday (2-10) to sign Option.

2-10-12

PSS met with Renee Kosecki. The Option was signed.