

CLOSING BOOK INDEX

Seller: Holcim (US) Inc., a Delaware corporation
Buyer: Michigan Electric Transmission Company, LLC, a Michigan limited liability company
Property: Vacant Land, S M-32 W, Wilson Township, Michigan
Sale Price: \$30,000.00
Closing Date: October 27, 2021

PURCHASE AGREEMENT:

1. Purchase Agreement

TRANSFER DOCUMENTS:

2. Warranty Deed (recorded)
3. Property Transfer Affidavit (filed)

MISCELLANEOUS CLOSING DOCUMENTS:

4. Buyer's Settlement Statement
5. Seller's Settlement Statement
6. Real Estate Transfer Tax Valuation Affidavit (RETTVA)
7. Owner's Affidavit/Estoppel Certificate/Compliance Agreement
8. Indemnity & Undertaking Agreement (GAP)
9. Buyer's Responsibility for Property Transfer Affidavit

TITLE AND SURVEY DOCUMENTS:

10. ALTA Survey
11. Final Owner's Policy of Title Insurance

LAND SPLIT DOCUMENTS:

12. Letter with Parcel Division Application (includes split survey)
13. Land Division Approval Notice

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 20__, (the "Effective Date") by and between MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company (the "Purchaser"), whose address is 27175 Energy Way, Novi, Michigan 48377 and HOLCIM (US), INC., a Delaware corporation (the "Seller"), whose address is 1435 Ford Avenue, Alpena, MI 49707.

The circumstances underlying the execution of this Agreement are as follows:

A. Seller is the owner of all right, title and interest in that certain real property located in the County of Alpena, Township of Wilson, State of Michigan as more particularly described on **Exhibit A** (the "Property").

B. Purchaser has requested to purchase and Seller has agreed to sell the Property, upon the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following terms and conditions:

1. **Sale and Conveyance.** Seller agrees to sell and convey the Property to Purchaser, subject only to the Permitted Exceptions, and Purchaser agrees to buy the Property from Seller. The purchase price for the Property (the "Purchase Price") shall be Thirty Thousand and No/100 (\$30,000.00) Dollars which, subject to the terms and conditions hereinafter set forth, shall be paid to Seller by Purchaser at Closing.

2. **Evidence of Title.** Purchaser shall obtain a commitment for title insurance from a title insurance company of Purchaser's choice, as well as copies of all documents referred to in the title commitment with respect to the Property (the "Title Company"), in the amount of the Purchase Price committing the Title Company to insure Purchaser's fee simple title in the Property, without standard exceptions (the "Title Policy"). If Purchaser receives said commitment and determines in its sole and absolute discretion that the commitment shows title to the Property to be unsatisfactory, Purchaser may, at its option, terminate this Agreement, in which event neither party shall have any further liability hereunder. The warranty deed issued at Closing shall be subject only to those exceptions permitted by Purchaser in Purchaser's sole and absolute discretion ("Permitted Exceptions").

3. **Purchaser's License.** As of the Effective Date, Seller grants to Purchaser and third parties authorized by Purchaser, including but not limited to its agents and employees along with unrelated third parties, a non-exclusive license (the "License") to enter the Property to conduct such surveys, inspections and tests as Purchaser and such third parties deem necessary, including but not limited to environmental site assessments and soil borings, as it deems necessary to determine whether or not it wishes to purchase the Property. Purchaser agrees to indemnify, defend, and hold Seller harmless from any and all loss, claim, action, demand and liability relating to or arising out of Purchaser's, or its agents', employees', representatives' or contractors' entry upon the Property under this paragraph which may arise against Seller. If Purchaser 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 the Closing, terminate this Agreement by giving Seller written notice of termination, in which event neither party shall have any further liability.

4. **Survey.** Purchaser shall, at Purchaser's cost and expense, obtain a survey of the Property, prepared by a registered land surveyor ("Survey"). The Survey shall be in such form and content as is acceptable to Purchaser in Purchaser's sole discretion. The legal description from the Survey shall be the legal description used in the Warranty Deed, the Title Commitment and every other instrument or agreement referencing the

Property. At Purchaser's election the vesting deed legal description may also be utilized. The Survey shall set forth the exact size and location of the Property.

5. **Representations of Seller.** Seller represents, warrants and covenants the following to Purchaser as of both the date this Agreement is executed by Seller and the Closing Date:

- (a) Seller is the owner of the Property and has the right to execute this Agreement and sell the Property.
- (b) Seller acquired the property from Lafarge North America as part of an internal restructuring.
- (c) Seller has never deposited on or under the Property any toxic or hazardous substance or contaminant, nor does Seller have knowledge of the existence of any toxic or hazardous substance or contaminant deposited on or under the Property.
- (d) Seller is in full and complete possession and control of the Property and there are no liens, encumbrances or mortgages on or against the Property that will not be paid and discharged at Closing.
- (e) There are no liens, encumbrances, mortgages, restrictions, easements, assessments, lawsuits, or other matters on or against the Property that are not of record.
- (f) Except as may otherwise be set forth on the Title Commitment to be obtained by Purchaser, there are no agreements, leases, licenses, options, or other to use, occupy or purchase any part of the Property to which Seller is a party, and no party other than Purchaser has been granted any right by Seller to use or possess any part of the Property as tenant, licensee or otherwise.
- (g) Seller has no knowledge or information and is otherwise not on notice that the Property is in violation of any federal, state or local law, rule, order, regulation or ordinance.

6. **Closing.** The Closing of the transactions contemplated under this Agreement (the "Closing") shall take place via escrow or at a mutually agreed upon date and location on or before October 31, 2021 ("Closing Date") or at a later date if mutually agreed upon by the parties.

If the Purchaser does not close by the Closing Date as required herein, either party shall have the right to terminate this Agreement, and this Agreement shall thereafter be of no further force or effect.

Further, the obligation of Purchaser to consummate the purchase of the Property is contingent upon each of the following conditions precedent or contingencies being satisfied in Purchaser's sole discretion, or the written waiver thereof by Purchaser:

- (a) Seller shall be able to convey marketable fee simple title and possession to the Property in the condition required under this Agreement.
- (b) Purchaser shall have received and accepted the Survey in the condition required under this Agreement.
- (c) Seller shall not have breached any covenant, representation or warranty made under this Agreement and shall have complied with all of the terms and conditions of this Agreement.
- (d) Purchaser shall have obtained approvals from any and all relevant municipal entities in connection with zoning, site plan, special use permits, land division applications, removal of the Property from a PA 116 Agreement (related to the Farmland and Open Space Preservation

Program administered by the State of Michigan) or other orders and such plan approvals necessary or appropriate under applicable zoning laws and regulations as are required for Purchaser's intended use of the Property. Seller shall pay any and all costs related to removing the Property from any applicable PA 116 Agreement, including but not limited to the payment of taxes and fees related thereto and in the event that such costs are not known on or before Closing, the parties shall create an escrow account in which shall be placed a portion of Seller's closing proceeds equal to a reasonable estimate of such taxes and fees. When the final amount of costs related to the partial termination of the PA 116 Agreement is determined, the proceeds from the escrow account shall be used to pay the same. If the amount of the escrow account is insufficient to pay such costs, Seller shall pay for the excess costs. If the amount of the escrow account exceeds such costs, the remaining amount shall be promptly turned over to Seller by the escrow agent. Seller hereby agrees to cooperate and assist Purchaser with the removal of the Property from any PA 116 agreement that impacts the Property, including joining Purchaser in any application to any local governing agency and/or the State of Michigan in effectuating the removal of the Property from any PA 116 agreement that impacts the Property.

If any of the foregoing conditions precedent or contingencies are neither satisfied in Purchaser's sole discretion nor waived by Purchaser in writing in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement and this Agreement shall thereafter be of no further force or effect and neither party shall have any further liability.

7. **Deliveries by Seller.**

- (a) At the Closing, Seller shall deliver the following to Purchaser:
 - (i) A Warranty Deed to the Property subject only to the Permitted Exceptions, duly executed and acknowledged by Seller and in the form attached hereto as **Exhibit B**;
 - (ii) A Real Estate Transfer Tax Valuation Affidavit;
 - (iii) Such affidavits or indemnity agreements as the Title Company shall require in order to issue an owner's policy of title insurance free of any standard exceptions;
 - (iv) A certification and affidavit (FIRPTA) as required by the Foreign Investors Real Property Tax Act, as amended;
 - (v) A closing statement reflecting the payments, credits and prorations called for in this Agreement;
 - (vi) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, including without limitation such documents as may be reasonably required by the Title Company for the issuance of the Title Policy or a marked-up title commitment in the form required under Section 2 above;
 - (vii) Possession of the Property.

8. **Deliveries by Purchaser.**

- (a) Closing Deliveries. At Closing, Purchaser shall deliver to Seller the following:

- (i) The Purchase Price plus or minus the credits and prorations required under this Agreement;
- (ii) A closing statement reflecting the payments, credits and prorations called for in this Agreement;
- (iii) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby; and

9. **Prorations, Adjustments and Expenses.** The following items shall be prorated and/or adjusted as of the date of the Closing:

- (a) Each party shall pay all its own legal fees incurred in connection with this Agreement and the transactions contemplated hereby;
- (b) State and County transfer taxes shall be paid by Seller;
- (c) All real estate taxes and assessments (including any interest, penalties, redemption surcharges or other fees or costs pertaining to late payment) which have become due and payable or a lien with respect to the Property prior to the Closing shall be paid in full by Seller on or prior to the Closing. Notwithstanding the foregoing, all current real estate taxes (those which first became due and payable with respect to the Property in the twelve month period prior to the Closing) shall be prorated as of the Closing and shall be allocated to Purchaser or Seller, as the case may be, according to the due date basis of the taxing authority, without regard to when said taxes became a lien under P.A. 80 and 279 of 1994, and without regard to the fiscal year of any taxing authority. The taxes so prorated shall be deducted from or added to the purchase price, as the case may be. For purposes of this paragraph, all such taxes shall be considered to be paid prospectively and not in arrears.
- (d) Purchaser shall pay for the cost of recording the Warranty Deed and any standard closing costs charged by the Title Company;
- (e) All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted shall be so prorated or adjusted.

10. **Remedies.** If either Seller or Purchaser breaches or fails to perform its obligations under this Agreement, the other party may either (i) seek specific performance of this Agreement; or (ii) terminate this Agreement.

11. **Attorneys' Fees.** In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the this Agreement, each party shall be responsible for its individual fees and expenses, including its attorneys' fees.

12. **Notices.** All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party hereafter may designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Seller:

Holcim (US), Inc.
Land Department Attn: Rob Hayes
6211 Ann Arbor Rd.
Dundee, MI 48131

With a Copy to:
Lafarge Holcim – Legal Department
8700 W. Bryn Mawr Ave. Suite 300
Chicago, IL 60631

If to Purchaser:

Michigan Electric Transmission Company, LLC
27175 Energy Way
Novi, Michigan 48377
Attn: Real Estate Manager

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery with signed receipt; by overnight courier service, with an original by regular mail. Any such notice or communication shall be deemed received upon actual receipt or one (1) business day after attempted delivery in the event the addressee refuses delivery.

13. **Brokers.** Seller represents that it has not dealt with any broker or agent in connection with this transaction. Seller hereby indemnifies and holds harmless Purchaser from all loss, cost and expense (including reasonable attorney's fees) arising out of a breach of its representation or undertaking set forth in this Section. The provisions of this Section shall survive Closing or the termination of this Agreement.

14. **Miscellaneous.**

- (a) **Assignability.** Purchaser may assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person with Seller's written consent, which shall not be unreasonably held. Seller shall not assign this Agreement without the prior written consent of the Purchaser.
- (b) **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan, in the County of Calhoun.
- (c) **Parties in Interest.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.
- (d) **Recording.** Seller shall not record this Agreement or any notice or memorandum hereof in any public record, except as required for City Council (Seller) action and as a matter of public record for the property conveyance. A violation of this prohibition shall constitute a material breach of this Agreement.
- (e) **Time of the Essence.** Time is of the essence with respect to the observance of the terms and conditions of this Agreement.
- (f) **Headings.** The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect or be used in determining the intent of the parties to it.

- (g) Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (h) Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.
- (i) Entire Agreement. This Agreement, including the Exhibits and documents to be delivered by Seller and Purchaser contemplated herein, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein.
- (j) Waivers. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing, signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.
- (k) Amendments. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

HOLCIM (US), INC., a Delaware corporation

By:  _____

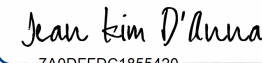
Name: Toufic Tabbara

Its: President & CEO

PURCHASER:

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation, its sole manager

By:  _____
7A0BFFDC1855420...

Name: Jean Kim D'Anna

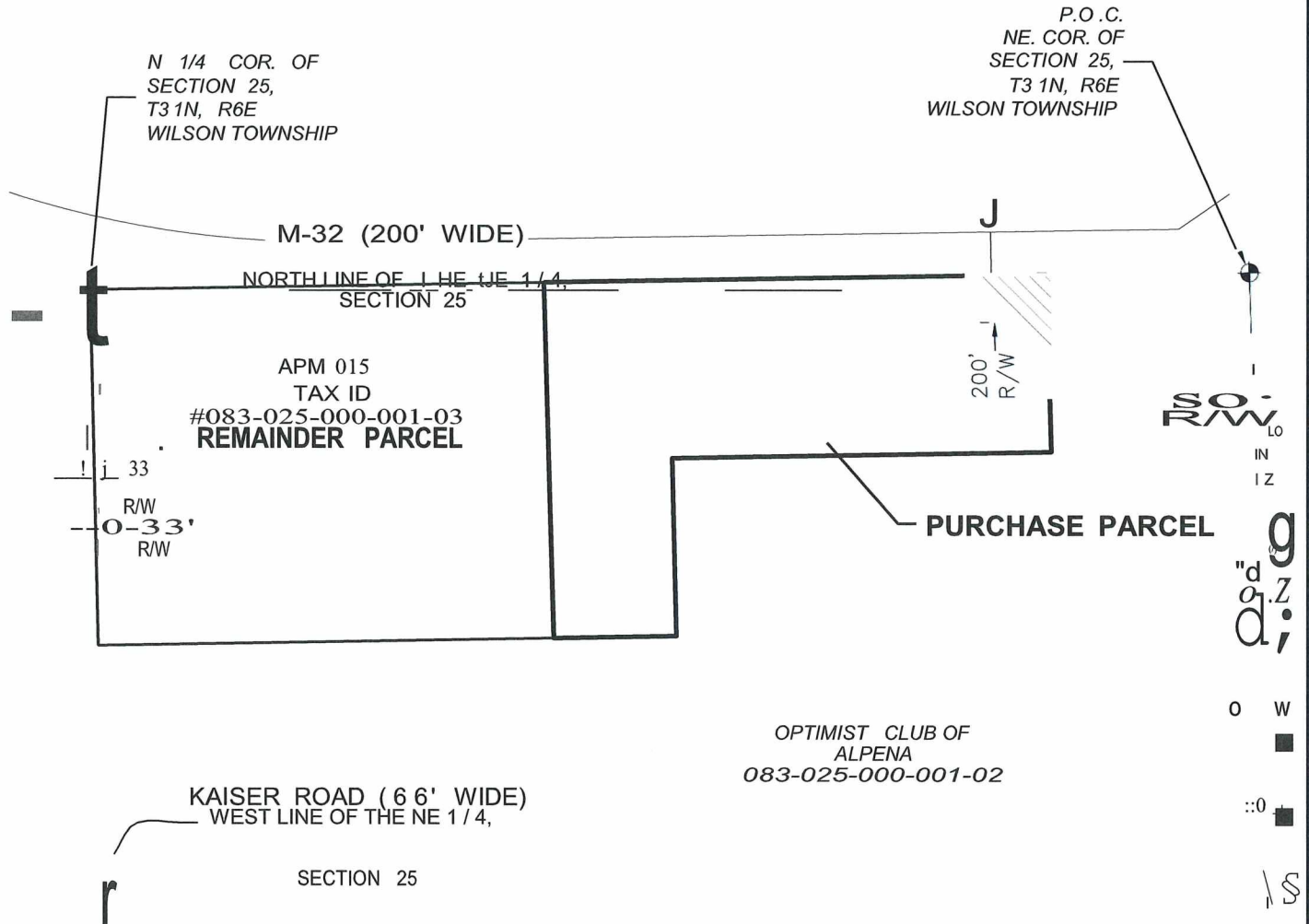
Title: Vice President and Deputy General Counsel, Legal Services

EXHIBIT A

LEGAL DESCRIPTION

[TO BE CONFIRMED BY SURVEY]

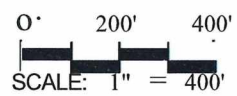
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NOTE: THIS IS NOT A BOUNDARY SURVEY



Total Purchase Parcel area	566,280	Square Feet (12.110 Acres)
Total Purchase Parcel area less Road Right-of-way	450,727	Square Feet (10.22 Acres)
Total Remainder Parcel area	820,062	Square Feet (18.72 Acres)
Total Remainder Parcel area less Road Right-of-way	703,574	Square Feet (16.12 Acres)

LEGEND

- PURCHASE PARCEL AREA
- \$ - SECTION CORNER

<p>MICHIGAN ELECTRIC TRANSMISSION COMPANY</p>	<p>800.525.6016 www.metroca.net</p>	CLIENT: MICHIGAN ELECTRIC TRANSMISSION COMPANY	JOB: 1054-20-9619
		PROJECT: AIRPORT-MIO	DATE: 4-28-2021
			REV.: --
			SHEET: 1 OF 2

PROPERTY:

(PER WARRANTY DEED LIBER 87, PAGE 89)

THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2 OF NE1/4) OF SECTION TWENTY FIVE (25), TOWNSHIP THIRTY ONE (31) NORTH, RANGE SIX (6) EAST; ALSO, THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2 OF SW1/4) OF SECTION NINETEEN (19); THE NORTH HALF OF THE NORTHWEST QUARTER (N1/2 OF NW1/4) AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 OF NW1/4) OF SECTION THIRTY (30), TOWNSHIP THIRTY- ONE (31) NORTH, RANGE SEVEN (7) EAST;

LESS AND EXCEPT

(PER QUIT CLAIM DEED LIBER 167, PAGE 112)

ALL THAT PART OF THE NORTHEAST QUARTER (NE 1/4) OF NORTHEAST QUARTER (NE 1/4) OF SECTION 25, T31N, R6E, DESCRIBED AS FOLLOWS: **BEGINNING** AT A POINT ON THE EAST LINE OF SAID SECTION 25, WHICH IS SOUTH 01°17'25" EAST A DISTANCE OF 2.29 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 89°25'15" WEST ALONG THE SURVEY LINE OF HIGHWAY M-32 A DISTANCE OF 300.00 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID SECTION 25, WHICH IS SOUTH 01°17'25" WEST 200.00 FEET TO THE POINT OF BEGINNING. THE ABOVE PARCEL OF LAND IS ALL SITUATED IN WILSON TOWNSHIP, ALPENA COUNTY, MICHIGAN

THE LANDS DESCRIBED ABOVE IN FEE CONTAIN 0.7 ACRE, OF WHICH 0.6 ACRE, MORE OR LESS, IS SUBJECT TO AN EXISTING RIGHT OF WAY EASEMENT.

THE GRANTOR SHALL HAVE NO RIGHTS OF INGRESS AND EGRESS, IF ANY THERE BE, TO, FROM AND BETWEEN THE LANDS ABOVE DESCRIBED AND THE REMAINDER OF SAID NORTHEAST QUARTER (NE 1/4) OF NORTHEAST QUARTER (NE 1/4) OF SECTION 25.

LESS AND EXCEPT

(PER WARRANTY DEED LIBER 319, PAGE 342)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWN 31 NORTH, RANGE 6 EAST, MICHIGAN MERIDIAN; THENCE S 01°10'00" W 400.00 FEET ALONG THE EAST LINE OF SECTION 25 AND THE CENTERLINE OF HERRON ROAD TO THE **POINT OF BEGINNING**; THENCE CONTINUING S 01°10'00" W 922.66 FEET ALONG THE EAST LINE OF SECTION 25 AND THE CENTERLINE OF HERRON ROAD TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE N 88°07'04" W 2616.25 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE N 01°31'46" E 519.67 FEET ALONG THE NORTH SOUTH 1/4 LINE OF SECTION 25 AND THE CENTERLINE OF KAISER ROAD; THENCE S 88°10'55" EAST 1305.19 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWN 31 NORTH, RANGE 6 EAST, MICHIGAN MERIDIAN, WILSON TOWNSHIP, ALPENA COUNTY, MICHIGAN. THE EAST 50 FEET AND WEST 33 FEET OF THE SUBJECT PARCEL ARE ROAD RIGHT-OF-WAYS.

LESS AND EXCEPT

(PER QUIT CLAIM DEED LIBER 473, PAGE 440)

PARCEL FROM CERTIFICATE OF SURVEY BY LEWIS & LEWIS PROFESSIONAL SURVEYING, INC., W.O. NO. 0405462S, DATED 08/13/2009, DESCRIBED AS:

PART OF THE NE1/4 OF THE NE1/4 OF SECTION 25, T31N, R6E, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S1°03'43"E 400.00 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 25; THENCE S89°31'19" W 50.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING S89°36'19" W ALONG SAID LINE, 400.00 FEET; THENCE N1°03'43" W 399.95 FEET TO THE NORTH SECTION LINE; THENCE N89°35'53" E 146.37 FEET, ALONG SAID SECTION LINE, TO THE SOUTHWESTERLY LINE OF AN M-32 CLEAR VISION AREA; THENCE S56°52'56" E 306.57 FEET, ALONG SAID SOUTHWESTERLY LINE, TO THE WEST 50-FOOT RIGHT OF WAY OF HERRON ROAD; THENCE S1°03'43" E 230.69 FEET, ALONG SAID RIGHT OF WAY, TO THE POINT OF BEGINNING. SUBJECT TO ANY PART THEREOF THAT MAY BE USED FOR ROAD RIGHT OF WAY PURPOSES.

TAX ID: 083-025-000-001-03

 <p>MICHIGAN ELECTRIC TRANSMISSION COMPANY</p>	 <p>800.525.6016 www.metroca.net</p>	<p>CLIENT : MICHIGAN ELECTRIC TRANSMISSION COMPANY</p>	<p>JOB: 1054-20-9619</p>
		<p>PROJECT: AIRPORT-MIO</p>	<p>DATE: 4-28-2021</p>
			<p>REV.: --</p>
			<p>SHEET: 2 OF 2</p>

EXHIBIT B

DEED

WARRANTY DEED

WARRANTY DEED

THE GRANTOR(S): HOLCIM (US), INC., a Michigan municipal corporation, whose address is _____, conveys and warrants to Michigan Electric Transmission Company, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, MI 48377, the following described premises situated in the Township of Wilson, County of Alpena, State of Michigan:

SEE EXHIBIT 1

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, including riparian rights, easements, rights-of-way, roadways, minerals and mineral rights, oil, gas and other hydrocarbon substances, water and water rights, timber and timber rights and air rights and subject to the Permitted Exceptions listed on Exhibit 2 only

for the amount set forth in the accompanying Real Estate Transfer Tax Valuation Affidavit.

Public Act 591 of 1997 requires the following: 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.

The Grantor grants the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Dated this _____ day of _____, 20__.

[Signatures on Following Page]

GRANTOR:

HOLCIM (US), INC.
a Delaware corporation

By: _____

Name: _____

Its: _____

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing Warranty Deed was acknowledged before me this _____ day of _____, 20____, _____ the _____ of HOLCIM (US), INC., a Delaware corporation, on behalf of the Corporation.

Notary Public

County, Michigan
My Commission Expires: _____

County Treasurer's Certificate		City Treasurer's Certificate
Drafted By: Matthew Hetzner, Esq. ITC Holdings Corp. 27175 Energy Way Novi, MI 48377	When Recorded Return To: Real Estate Manager ITC Holdings Corp. 27175 Energy Way Novi, MI 48377	Send Subsequent Tax Bills to: Michigan Electric Transmission Company, LLC 27175 Energy Way, Novi, MI 48377

Recording Fee: _____
Tax I.D. No.: _____

EXHIBIT 1

[LEGAL DESCRIPTION TO BE INSERTED PER SURVEY]

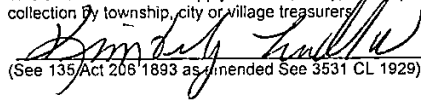
EXHIBIT 2

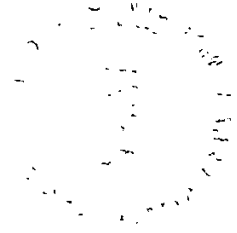
PERMITTED EXCEPTIONS

Received 12/29/21
Date _____ Time 10:22a
Alpena Register of Deeds

L: 545 P: 451 DWD
12/29/2021 10:53 AM Page: 1 of 4 \$30.00
Catherine Murphy, Register Alpena Co., Mi

Alpena County Alpena Michigan
I hereby certify that there are no tax liens or titles held by the State on lands described herein, and that there are no tax liens or titles held by individuals on said lands for the five years preceding the 29 day of Dec. 2021 and that all taxes for said five years are paid as shown by the records of this office. This certificate does not apply to taxes, if any, now in process of collection by township, city or village treasurers.


Alpena County Treasurer
(See 135 Act 206 1893 as amended See 3531 CL 1929)



WARRANTY DEED

THE GRANTOR: HOLCIM (US) INC., a Delaware corporation, whose address is 1435 Ford Avenue, Alpena, MI 49707, conveys and warrants to **MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC**, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, MI 48377, the following described premises situated in the Township of Wilson, County of Alpena, State of Michigan:

See Exhibit 1 attached hereto

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, including riparian rights, easements, rights-of-way, roadways, minerals and mineral rights, oil, gas and other hydrocarbon substances, water and water rights, timber and timber rights and air rights and subject only to the Permitted Exceptions listed on Exhibit 2, for the amount set forth in the accompanying Real Estate Transfer Tax Valuation Affidavit.

Public Act 591 of 1997 requires the following: 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.

The Grantor grants the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Dated this 27th day of October, 2021

[Signatures on Following Page]

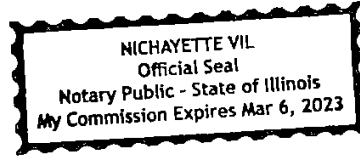


GRANTOR:

HOLCIM (US) INC.,
a Delaware corporation

Toufic Tabbara
President and CEO

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)



The foregoing Warranty Deed was acknowledged before me this 26th day of October, 2021, by Toufic Tabbara the President and CEO of Holcim (US) Inc., a Delaware corporation, on behalf of the corporation.

Nichayette Vil
Notary Public
COOK County, ILLINOIS
My Commission Expires: March, 2023
Acting in the County of: COOK

<p>Drafted By:</p> <p>Matthew Hetzner, Esq. ITC Holdings Corp. 27175 Energy Way Novi, MI 48377</p>	<p>When Recorded Return To:</p> <p>Real Estate Manager ITC Holdings Corp. 27175 Energy Way Novi, MI 48377</p>	<p>Send Subsequent Tax Bills to:</p> <p>Michigan Electric Transmission Company, LLC Attn: Tax Department 27175 Energy Way Novi, MI 48377</p>
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EXHIBIT 1

LEGAL DESCRIPTION

Land situated in the Township of Wilson, County of Alpena, State of Michigan more particularly described as follows:

A parcel of land situated in the Northeast One-Quarter of Section 25, Town 31 North, Range 6 East, Township of Wilson, County of Alpena, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 25; thence South 89 degrees 04 minutes 56 seconds West

450.00 feet (previously recorded as South 89 degrees 35 minutes 53 seconds West) along the North line of the Northeast One-Quarter of said Section 25 to the POINT OF BEGINNING; thence South 01 degrees 34 minutes 43 seconds East 399.94 feet (previously recorded as South 01 degrees 03 minutes 43 seconds East 399.95 feet); thence South 89 degrees 05 minutes 22 seconds West 854.47 feet (previously recorded as North 88 degrees 10 minutes 55 seconds West); thence South 01 degrees 21 minutes 15 seconds East 400.55 feet (previously recorded as South 01 degrees 20 minutes 52 seconds West 399.73 feet); thence South 89 degrees 04 minutes 56 seconds West 279.47 feet (previously recorded as North 88 degrees 10 minutes 55 seconds West); thence North 01 degrees 34 minutes 43 seconds West 800.40 feet to the North line of the Northeast One-Quarter of said Section 25; thence North 89 degrees 04 minutes 56 seconds East 1,135.50 feet along said North line of the Northeast One-Quarter of said Section 25 to the Point of Beginning.

Tax Parcel ID No. 083-025-000-001-05 (part of former Tax Parcel ID No. 083-025-000-001-03)

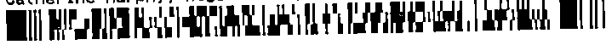
Common Address: Vacant Land, S M-32 W, Wilson Township

083-025-000-001-03

EXHIBIT 2

PERMITTED EXCEPTIONS

1. Taxes and assessments for Winter 2021 and subsequent years, a lien not yet due and payable.
2. Right-of-Way Easement in favor of Northern Michigan Electric Cooperative and the covenants, conditions and restrictions contained in instrument recorded in Liber 228, Page 543.
3. Terms and Conditions contained in Notice of Easement, as disclosed by instrument recorded in Liber 6MR, Page 556.

L: 545 P: 451 DWD
12/29/2021 10:53 AM Page: 4 of 4 \$30.00
Catherine Murphy, Register Alpena Co., Mi


NOV 12 2021

Michigan Department of Treasury
2766 (Rev. 05-16)

L-4260

Postmark: 11-10-21
Received by: EC

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property Vacant Land, S M-32 W	2. County Alpena	3. Date of Transfer (or land contract signed) October 27, 2021
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village Wilson	5. Purchase Price of Real Estate \$30,000.00	6. Seller's (Transferor) Name Holcim (US) Inc.
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 083-025-000-001-05 (part of former PIN 083-025-000-001-03)	8. Buyer's (Transferee) Name and Mailing Address Michigan Electric Transmission Company, LLC 27175 Energy Way, Novi, MI 48377	9. Buyer's (Transferee) Telephone Number (248) 936-3000

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	15. Amount Financed (Borrowed)	

EXEMPTIONS


Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name
*** Jean Kim D'Anna, VP and Deputy GC, Legal Services of ITC Holdings Corp., the Sole Manager

Signature:  Date: 11/8/21

Name and title, if signer is other than the owner
*** See above

Daytime Phone Number
(248) 936-3000

E-mail Address
jdanna@itctransco.com

Buyer's Settlement Statement

eTitle Agency, Inc.
1650 W. Big Beaver
Troy, MI 48084

Phone: (248)502-3100 Fax: (248)502-3101

Date: 10/26/21 **Time:** 11:03:45AM **Escrow no.:** 2129431
Close of escrow: 10/27/21 **Escrow officer:**
Buyer: Michigan Electric Transmission Company, LLC, a Michigan limited liability company
Seller: Holcim (US) Inc., a Delaware corporation, successor by merger with Lafarge Midwest, Inc.,
a Delaware corporation
Property location: Vacant land, M-32
Herron, MI 49744

	Buyer	
	Debit	Credit
Financial Consideration		
Contract sales price	30,000.00	
Prorations/Adjustments		
City/Town taxes 10/27/21 - 07/01/22	36.49	
County taxes 10/27/21 - 12/01/21	14.63	
Escrow Charges		
Settlement or closing fee to eTitle Agency, Inc.	400.00	
Title Charges		
Owner's policy premium to eTitle Agency, Inc.	359.00	
ALTA Endorsement 25 (Same As Survey) to eTitle Agency, Inc.	250.00	
Extraordinary Work Fee to eTitle Agency, Inc.	500.00	
Recording Charges		
Recording fees to Alpena County Register of Deeds	30.00	
Certification to Alpena County Treasurer	5.00	
Recording Processing fee to eTitle Agency, Inc.	35.00	
Subtotals	31,630.12	
Balance Due FROM Buyer		31,630.12
TOTALS	31,630.12	31,630.12

Buyer

MICHIGAN ELECTRIC TRANSMISSION COMPANY,
LLC, a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation, its
sole manager

By: Jean Kim D'Anna
TA0CFPDC1855120
Name: Jean Kim D'Anna
Title: Vice President and Deputy General Counsel
Legal Services

[Signature]
eTitle Agency, Inc.
Settlement Agent

Seller's Settlement Statement

eTitle Agency, Inc.
1650 W. Big Beaver
Troy, MI 48084

Phone: (248)502-3100 Fax: (248)502-3101

Date: 10/26/21 **Time:** 11:03:51AM **Escrow no.:** 2129431
Close of escrow: 10/27/21 **Escrow officer:**
Buyer: Michigan Electric Transmission Company, LLC, a Michigan limited liability company
Seller: Holcim (US) Inc., a Delaware corporation, successor by merger with Lafarge Midwest, Inc., a Delaware corporation
Property location: Vacant land, M-32
Herron, MI 49744

	Debit	Seller Credit
Financial Consideration		
Contract sales price		30,000.00
Prorations/Adjustments		
City/Town taxes 10/27/21 - 07/01/22		36.49
County taxes 10/27/21 - 12/01/21		14.63
Escrow Charges		
Settlement or closing fee to eTitle Agency, Inc.	400.00	
Title Charges		
Owner's policy premium to eTitle Agency, Inc.	550.00	
Policies issued:		
Owners Policy		
Coverage: 125,000.00	909.00	
Version: ALTA Owners Policy (6-17-06)		
Recording Charges		
City/County tax/stamps to Alpena County Register of Deeds	33.00	
State tax/stamps to Alpena County Register of Deeds	225.00	
Other Debits/Credits		
2021 Summer tax to Wilson Township Treasurer	135.97	
UPS fee to eTitle Agency, Inc.	30.00	
Wire Transfer fee to eTitle Agency, Inc.	30.00	
Subtotals	1,403.97	30,051.12
Balance Due TO Seller	28,647.15	
TOTALS	30,051.12	30,051.12

Seller

Holcim (US) Inc., a Delaware corporation,
successor by merger with Lafarge Midwest, Inc., a
Delaware corporation

BY: _____

Toufic Tabbara
As: CEO

eTitle Agency, Inc.
Settlement Agent

REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT

This form is issued under authority of P.A. 134 of 1966 and 330 of 1993 as amended.

This form must be filed when you choose not to enter the amount paid for real estate on the deed. It is not necessary when the amount paid is entered on the deed. This form must be completed and signed by either the seller or his/her authorized agent.

1. County of Property Alpena		2. City or Township of Property Wilson	
3. Seller's Name and Mailing Address Holcim (US) Inc., a Delaware corporation, successor by merger with Lafarge Midwest, Inc., a Delaware corporation 1435 Ford Avenue Alpena, MI 49707		4. Purchaser's Name and Mailing Address Michigan Electric Transmission Company, LLC, a Michigan limited liability company 27175 Energy Way Novi, MI 48377	
5. Type and Date of Document <input type="checkbox"/> Land Contract Date: _____ <input checked="" type="checkbox"/> Deed Date: October 27, 2021		6. Cash Payment \$30,000.00	7. Amount of County Tax \$33.00
		8. Amount of Mortgage/Land Contract \$0.00	9. Amount of State Tax \$225.00
10. If consideration is less than market value, state market value.		11. Total Consideration (Add Lines 6 & 8) \$30,000.00	12. Total Revenue Stamps \$258.00


13. Legal Description of Real Estate Transferred
A parcel of land situated in the Northeast One-Quarter of Section 25, Town 31 North, Range 6 East, Township of Wilson, County of Alpena, State of Michigan, described as follows:

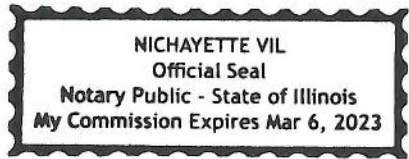
Commencing at the Northeast corner of Section 25; thence South 89 degrees 04 minutes 56 seconds West 450.00 feet (previously recorded as South 89 degrees 35 minutes 53 seconds West) along the North line of the Northeast One-Quarter of said Section 25 to the **POINT OF BEGINNING**; thence South 01 degrees 34 minutes 43 seconds East 399.94 feet (previously recorded as South 01 degrees 03 minutes 43 seconds East 399.95 feet); thence South 89 degrees 05 minutes 22 seconds West 854.47 feet (previously recorded as North 88 degrees 10 minutes 55 seconds West); thence South 01 degrees 21 minutes 15 seconds East 400.55 feet (previously recorded as South 01 degrees 20 minutes 52 seconds West 399.73 feet); thence South 89 degrees 04 minutes 56 seconds West 279.47 feet (previously recorded as North 88 degrees 10 minutes 55 seconds West); thence North 01 degrees 34 minutes 43 seconds West 800.40 feet to the North line of the Northeast One-Quarter of said Section 25; thence North 89 degrees 04 minutes 56 seconds East 1,135.50 feet along said North line of the Northeast One-Quarter of said Section 25 to the Point of Beginning.

I certify that the information above is true and complete to the best of my knowledge.

Seller's Signature 	If signer is other than the seller, print name and title.
---	---

Notarization

Subscribed and sworn to me: 	Notary Public State of Michigan; County of: Cook	on this date 27/10/21	My commission expires on: March 6, 2023
--	--	--------------------------	--



**OWNER'S AFFIDAVIT/ESTOPPEL CERTIFICATE
COMPLIANCE AGREEMENT**

File No.: 2129431

Forwarding Address _____

Date: October 27, 2021

Property Address: Vacant land, M-32, Herron, MI 49744 _____

(To be executed by all parties shown as vested owners in the commitment for title insurance.)

Affiant makes the representations contained herein to induce the purchaser and/or lender to consummate the transaction referenced in the commitment, to obtain the proceeds of the sale or loan, and to induce eTitle Agency, Inc. to issue a policy(s) of title insurance on behalf of the underwriter named in the commitment. Affiant further agrees that in the event it is determined there are unpaid charges which were due and payable at the time of closing, and which are the responsibility and obligation of the Affiant, that the Affiant shall pay any and all amounts so charged and shall provide proof of payment of same to eTitle Agency, Inc.. Affiant further agrees and covenants, if requested by eTitle Agency, Inc., to fully cooperate and adjust for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicate closing documents.

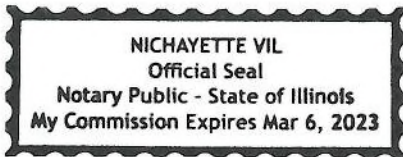
The undersigned, being first duly sworn, deposes and says as follows:

1. That Affiant is 18 years of age or older, is a citizen of the United States, has not married or divorced since purchasing the Real Estate, and has not used or been known by any other name;
2. That Affiant is the owner of certain premises described in Commitment No. 2129431, and has not filed, nor is subject to any bankruptcy, receivership, or insolvency proceedings;
3. That the Affiant is in possession of said property and there are no other parties in possession or claiming rights of possession; (NONE unless noted) _____
4. The Affiant has no knowledge of any unrecorded water, mineral, gas or oil rights, unrecorded easements or claims of easements, boundary line disputes or claims of such grants or rights relative there; (NONE, unless noted) _____
5. That there are no proceedings instituted or undertaken by anyone which will result in a lien or special assessment upon the premises. There are no delinquent taxes, special assessments, water bills, utility bills, or Homeowner's Association fees covering the subject property; (NONE, unless noted) _____
6. That Affiant has no knowledge of any other matters affecting the title including but not limited to: mortgages, liens, land contracts, options or other encumbrances other than those which are being paid from the sale or loan proceeds; (NONE, unless noted) _____
7. That there have been no improvements made nor labor or materials furnished to the premises within the last 90 days; (NONE, unless noted) _____

Holcim (US) Inc., a Delaware corporation, successor by merger with Lafarge Midwest, Inc., a Delaware corporation

BY: _____
Toufic Tabbara
Its: CEO

ACKNOWLEDGED, SUBSCRIBED and SWORN to before me this 27th day of October, 2021.



Nichayette Vil
Notary Public
My commission expires: *March 6, 2023*

Fidelity National Title Insurance Company

AGENT: eTitle Agency, Inc.

TITLE No. 2129431

PROPERTY ADDRESS: Vacant land, M-32 Herron, MI 49744

**INDEMNITY & UNDERTAKING AGREEMENT
(GAP)**

WHEREAS, Fidelity National Title Insurance Company ("Issuing Company" or "Company") is about to issue its title insurance policy or policies or commitments therefor in respect to the land described in Commitment/Policy No. 2129431 in favor of eTitle Agency, Inc., its successors and/or assigns, all hereinafter referred to as the "Title Insurance Policy";

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Commitment certain defects or other matters, hereinafter referred to as the "Exception", more particularly described as follows:

Defects, liens, encumbrances, adverse claims or other matters created, first appearing in the public records or attaching subsequent to the Effective Date of the above-referenced Title Insurance Commitment but prior to recording the deed, mortgage or other instruments under which the Proposed Insured acquires the estate or interest covered by the Title Insurance Commitment.

AND WHEREAS, the Company has been asked to issue the Title Insurance Policy either without mention of the Exception or insuring against loss or damage by reason thereof;

AND WHEREAS, the Company may issue, either concurrently herewith or hereafter in the ordinary course of business, another policy or policies, in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments, insuring title to said land or to some parts thereof or interest therein, either without mention of the Exception or insuring against loss or damage by reason thereof, all of the foregoing being hereinafter referred to as the Future Policies or Commitments;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of \$1.00 to the undersigned by the Company, the sufficiency and receipt of which is hereby acknowledged, the undersigned, hereby covenants and agrees with the Company:

1. to forever fully protect, defend and save the Company harmless from and against the Exception, in and from any and all actual loss, costs, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exception only, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may at any time be claimed to exist under, or by reason, or in consequence, or growing out of the Exception;
2. to provide for the defense, at its own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based solely on the Exception which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land described in the Title Insurance Policy or any part thereof, or interest therein;

INDEMNITY & UNDERTAKING
(GAP)
(Page 2 of 2)

3. to pay, discharge, satisfy or remove the Exception and, when the Exception appears as a matter of public record, to clear the record by the recording or filing of releases, assignments, deeds or other appropriate instruments; or by the procurement of a final court order or judgment entered by a court of competent jurisdiction quieting the title of the insured, or declaring the Exception to be null and void and of no force and effect, on or before **30 DAYS AFTER RECEIPT OF DEMAND FROM THE COMPANY**, and
4. that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The undersigned agrees that this Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person or party, other than the Company, the undersigned, and the insured, as a third party beneficiary or otherwise under any theory of law.

The undersigned hereby agrees that in lieu of an original written signature the facsimile or the electronically transmitted signature on this document will constitute a valid original signature to this document and can be relied upon for enforcement purposes.

[Remainder of page intentionally left blank; Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of _____, 2021.

Seller:

Holcim (US) Inc., a Delaware corporation, successor by merger with Lafarge
Midwest, Inc., a Delaware corporation

BY: _____
Toufic Tabbara
Its: CEO



Re: Buyer's Responsibility for
(a) Property Transfer Affidavit

I/We, Michigan Electric Transmission Company, LLC, a Michigan limited liability company, the buyer(s), understand that it is my/our responsibility to file the Property Transfer Affidavit.

I/We agree to release, indemnify, hold harmless, eTitle Agency, Inc. and their agents, attorneys, servants, successors, heirs, executors, and administrators from any and all responsibility if said filing is not done in proper fashion.

I/We fully understand that it is my/our responsibility to make sure that the document is filed with the appropriate municipal, county, or state agency.

Dated: October 27, 2021

MICHIGAN ELECTRIC TRANSMISSION COMPANY,
LLC, a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation, its
sole manager

By: Jean Kim D'Anna
Name: Jean Kim D'Anna
Title: Vice President and Deputy General Counsel
Legal Services

County of _____

State of _____

Subscribed and sworn to before me this October 27, 2021.

Notary Public _____

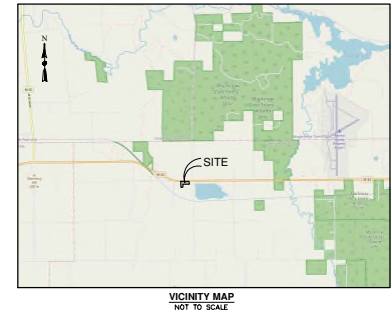
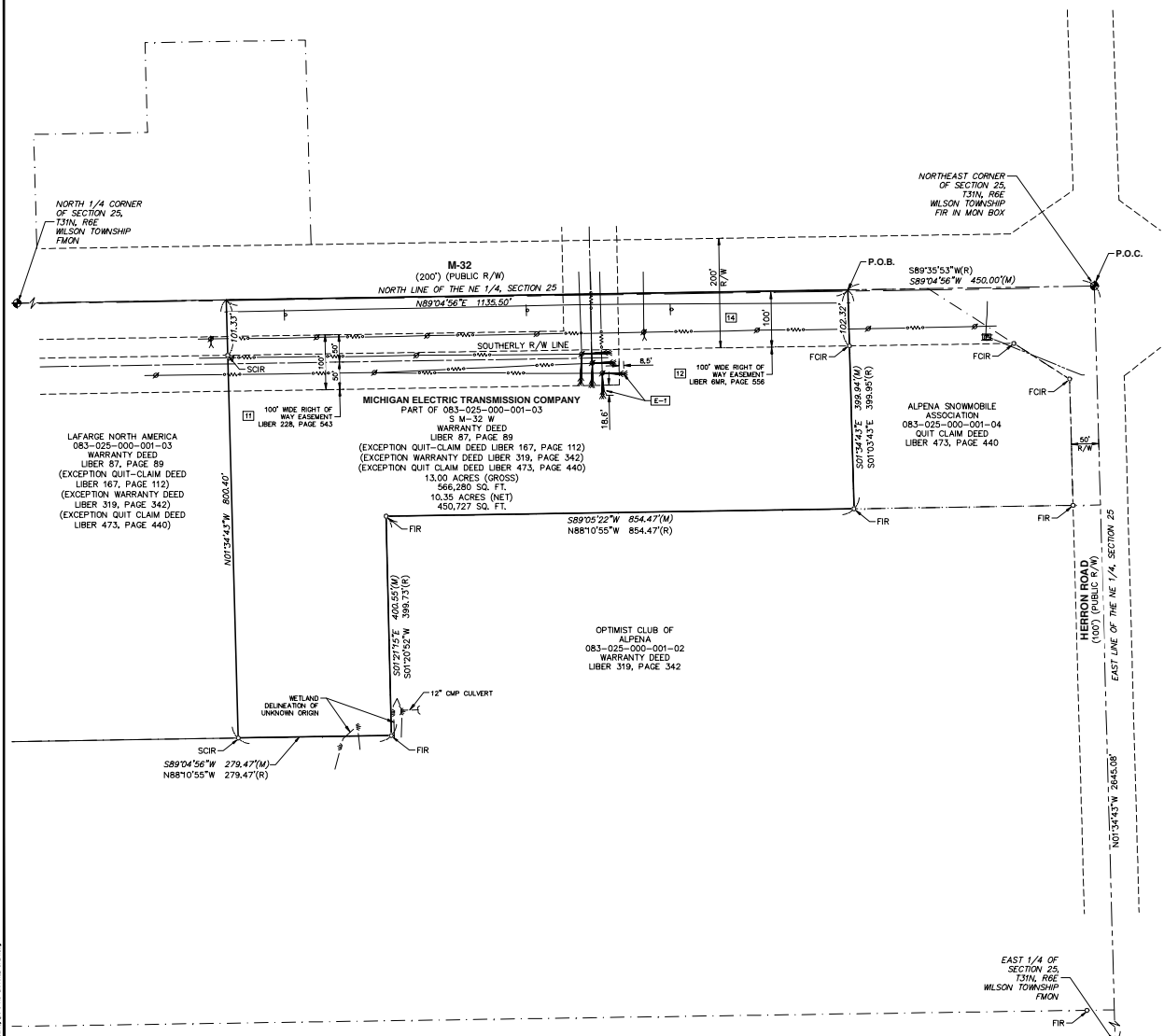
Commission expires: _____

Acting in _____ County.

Accepted
10/27/21
TK

ALTA/NSPS LAND TITLE SURVEY

IN THE NORTHEAST 1/4 OF SECTION 25, TOWN 31 NORTH, RANGE 6 EAST,
WILSON TOWNSHIP, ALPENA COUNTY, MICHIGAN



DESCRIPTION:
(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FILE NO. 2129431, REVISION 1, WITH AN EFFECTIVE DATE OF AUGUST 24, 2021 AT 12:00 AM)
The Land is described as follows:
Property located in the Township of Wilson, County of Alpena, State of Michigan.
A parcel of land situated in the Northeast One-Quarter of Section 25, Town 31 North, Range 6 East, Township of Wilson, County of Alpena, State of Michigan, described as follows:
Commencing at the Northeast corner of Section 25; thence South 89 degrees 04 minutes 56 seconds West 450.00 feet (previously recorded as South 89 degrees 35 minutes 53 seconds West) along the North Line of the Northeast One-Quarter of said Section 25 to the POINT OF BEGINNING; thence South 01 degrees 34 minutes 43 seconds East 399.84 feet (previously recorded as South 01 degrees 03 minutes 43 seconds East 399.95 feet); thence South 89 degrees 05 minutes 22 seconds West 854.47 feet (previously recorded as North 88 degrees 10 minutes 20 seconds West); thence South 01 degrees 21 minutes 15 seconds East 400.55 feet (previously recorded as South 01 degrees 20 minutes 52 seconds West 399.73 feet); thence South 89 degrees 04 minutes 56 seconds West 279.47 feet (previously recorded as North 88 degrees 10 minutes 55 seconds West); thence North 89 degrees 04 minutes 43 seconds East 1,335.50 feet along said North line of the Northeast One-Quarter of said Section 25; thence North 89 degrees 04 minutes 56 seconds East 1,335.50 feet along said North line of the Northeast One-Quarter of said Section 25 to the Point of Beginning.

SCHEDULE B II EXCEPTIONS:
(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FILE NO. 2129431, REVISION 1, WITH AN EFFECTIVE DATE OF AUGUST 24, 2021 AT 12:00 AM)
[1-3] NOT A SURVEY MATTER
[4] Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. (REFER TO E-1 NOTE REGARDING GUY WIRES)
[4-9] NOT A SURVEY MATTER
[10] Intentionally deleted
[11] Right-of-Way Easement in favor of Northern Michigan Electric Cooperative and the Covenants, Conditions and Restrictions contained in Instrument recorded in Liber 228, page 843. (AFFECTS SUBJECT PROPERTY, PLOTTED)
[12] Terms and Conditions contained in Notice of Easement, as disclosed by Instrument recorded in Liber 696, page 556. (AFFECTS SUBJECT PROPERTY, PLOTTED)
[13] NOT A SURVEY MATTER
[14] Any rights, title, interest or claim thereon to that portion of the land taken, used or granted for streets, roads or highways. (REFER TO EXCEPTION 12)
[15] NOT A SURVEY MATTER

SURVEYORS NOTES:
1. THE BEARING BASIS FOR THE SITE IS MICHIGAN STATE PLANE, CENTRAL ZONE, INTERNATIONAL FOOT, NAD83.
2. I HEREBY CERTIFY THAT THE PARCEL SHOWN HEREON DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO THE FLOOD INSURANCE RATE MAP PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION FOR THE COUNTY OF ALPENA, STATE OF MICHIGAN. COMMUNITY NUMBER - 209253, MAP NUMBER 26070222L, AN EFFECTIVE DATE OF NOVEMBER 16, 2017. THEREIN AS NOTED IN SAID DOCUMENT, THE SCALED LOCATION OF THE SUBJECT PROPERTY IS IN ZONE X (UNSHADED), TO THE BEST OF MY KNOWLEDGE AND BELIEF.
3. DATE OF SURVEY: OCTOBER 8, 2021.
4. SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
5. DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
6. AS PERTAINING TO TABLE A REQUIREMENTS ITEM 2, NO ADDRESS ASSIGNED TO THE SUBJECT PROPERTY AT TIME OF SURVEY.
7. SQUARE FOOTAGE:
A. GROSS LAND AREA OF PARCEL: 13.00 ACRE (566,280 SQUARE FEET).
B. NET LAND AREA OF PARCEL (DOES NOT INCLUDE ROAD RIGHT-OF-WAY): 10.35 ACRE (450,727 SQUARE FEET).
8. AS PERTAINING TO TABLE A REQUIREMENTS, ITEM 11, MISS DIG SYSTEM, INC. (MSDDIG11) (1-800-482-7171) WAS CONTACTED ON SEPTEMBER 21, 2021 GENERATING A DESIGN TICKET NUMBER OF 81270188 FOR THIS PROJECT SITE. USING THIS SERVICE, MISS DIG NOTIFIED THE PUBLIC UTILITIES IN THE PROJECT AREA SO THAT THEY CAN PROVIDE PLANS OF THE APPROXIMATE LOCATION OF UNDERGROUND LINES WITHIN THE PROPOSED WORK AREA BY SEPTEMBER 30, 2021 AT 12:41 ET. THE SITE SURVEY WAS CONDUCTED AFTER THIS DATE AND TIME TO ENSURE ALL UTILITIES PLANS WERE PROVIDED. THIS SURVEY REPRESENTS THE UNDERGROUND UTILITIES THAT PARTICIPATED WITH THE REQUEST. ADDITIONAL UTILITIES MAY EXIST, BUT WERE NON-RESPONSIVE TO THE REQUEST.
9. AS PERTAINING TO TABLE A REQUIREMENTS, ITEMS 16 AND 17, THERE WAS NO OBSERVABLE EVIDENCE AT THE TIME OF SURVEY.
10. AS PERTAINING TO TABLE A REQUIREMENTS, ITEM 18, NO OFFSITE EASEMENTS PROVIDED OR OBTAINED.
11. AS PERTAINING TO GENERAL REQUIREMENTS, A RECORDS RESEARCH - THE CURRENT RECORD DESCRIPTIONS OF ADJOINERS, RECORDS WERE RESEARCHED BY METRO CONSULTING ASSOCIATES (NOT PROVIDED) ON JUNE 11, 2020.

ENCROACHMENTS:
[E-1] GUY WIRES EXTEND ONTO SUBJECT PROPERTY BEYOND EXISTING EASEMENT LIMITS TO THE MAXIMUM EXTENT OF 18.6 FEET LOCATED ON THE NORTH SIDE OF SUBJECT PROPERTY

SURVEYORS CERTIFICATE:
We, (1) Haskin (US) Inc., a Delaware corporation, successor by merger with Lafarge Midwest, Inc., a Delaware corporation; (2) Fidelity National Title Insurance Company; and (3) Michigan Electric Transmission Company, LLC
This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 11(c), 11(d), 15, 16, 17, and 18 of Table A thereof. The following are completed on 10/06/2021.
Date: 10/25/2021
David P. Gillette, PS
Professional Surveyor No. 4001041916
dgillette@metroca.net

LEGEND	
EX. PROPERTY LINE	EX. SIGN
EX. SECTION LINE	FOUND MONUMENTATION AS NOTED
EX. EASEMENT LINE	SET 1/2" CAPPED IRON ROD
EX. CURB/PAVEMENT	SECTION CORNER
EX. METAL FENCE	EX. UTILITY POLE
EX. WETLAND	EX. GUY WIRE
EX. END SECTION	TITLE EXCEPTION PARCEL 1
EX. STORM SEWER	P.O.C.
EX. OVERHEAD ELECTRIC	POINT OF COMMENCEMENT
EX. UNDERGROUND CABLE	P.O.B.
EX. FIBER OPTIC MARKER POST	RECORD BEARING/DISTANCE
EX. CABLE HAND HOLE	MEASURED BEARING/DISTANCE

811 Know what's below. Call before you dig.
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSURE ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

METC
MICHIGAN ELECTRIC TRANSMISSION COMPANY



Project Number: 1054-20-9619
Date: 10/08/2021
Client: MICHIGAN ELECTRIC TRANSMISSION COMPANY
Project: AIRPORT-MIO
Site Address: M-32 ALPENA, MICHIGAN 49707
Township: ALPENA WILSON TOWNSHIP
Range: 6E Section: 25

Professional Name: Date:
The: ALTA/NSPS LAND TITLE SURVEY
Drawing Scale: 1" = 100'
Sheet Number: 1 OF 1



1650 W. Big Beaver Road
Troy, MI 48084
P 248 502 3100
F 248 502 3101
www.etitleagency.com

Michigan Electric Transmission Company, LLC, a Michigan limited liability company
c/o Dykema Gossett PLLC, 400 Renaissance Center
Detroit, MI 48243

February 7, 2022

RE: Our File Number: 2129431
Property Address: Vacant land, M-32, Herron, MI 49744

To Whom It May Concern:

Enclosed is your Title Policy for the above referenced property. Also enclosed are the following document(s):

Endorsements

Please keep this Policy together with your recorded deed and other documents pertaining to the property. If you sell the property covered under this Policy, you may receive a credit on your closing costs by turning this policy in to the title company.

eTitle Agency, Inc.

OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

eTitle Agency, Inc.
1650 W Big Beaver Rd, Suite 200
Troy, MI 48084
Tel: 248-502-3100
Fax: 248-502-3101



FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

Handwritten signature of Randy R. Quirk.

Randy R. Quirk

President

Attest:

Handwritten signature of Marjorie Nemzura.

Marjorie Nemzura

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:



- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
- (i) The term "Insured" also includes
- (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters



insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.



(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.



(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.



FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

File No.: 2129431

Policy No.: 2730600-226571716

Amount of Insurance: \$125,000.00

Premium: \$909.00

Address Reference: Vacant land, M-32, Herron, MI 49744

Date of Policy: December 29, 2021, 11:00 AM

1. Name of Insured:

Michigan Electric Transmission Company, LLC, a Michigan limited liability company

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

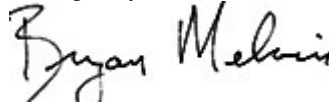
Michigan Electric Transmission Company, LLC, a Michigan limited liability company

4. The land referred to in this policy is described as follows:

Property located in the Township of Wilson, County of Alpena, State of Michigan

SEE SCHEDULE C ATTACHED HERETO AND MADE A PART HEREOF

e Title Agency, Inc.



By: _____

e Title Agency, Inc.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B

File No.: 2129431

Policy No.: 2730600-226571716

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes for Winter 2021 and subsequent years, a lien not yet payable.
2. Right-of-Way Easement in favor of Northern Michigan Electric Cooperative and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 228, page 543.
3. Terms and Conditions contained in Notice of Easement, as disclosed by instrument recorded in Liber 6MR, page 556.
4. Guy wires extend onto subject property beyond existing easement limits, as disclosed by survey dated October 8, 2021 and last revised October 25, 2021, prepared by MCA, being Job No. 1054-20-9619.
5. Wetland Delineation, as disclosed by survey dated October 8, 2021 and last revised October 25, 2021, prepared by MCA, being Job No. 1054-20-9619.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Address Reference: Vacant land, M-32, Herron, MI 49744

SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Policy is described as follows:

Property located in the Township of Wilson, County of Alpena, State of Michigan

A parcel of land situated in the Northeast One-Quarter of Section 25, Town 31 North, Range 6 East, Township of Wilson, County of Alpena, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 25; thence South 89 degrees 04 minutes 56 seconds West 450.00 feet (previously recorded as South 89 degrees 35 minutes 53 seconds West) along the North line of the Northeast One-Quarter of said Section 25 to the **POINT OF BEGINNING**; thence South 01 degrees 34 minutes 43 seconds East 399.94 feet (previously recorded as South 01 degrees 03 minutes 43 seconds East 399.95 feet); thence South 89 degrees 05 minutes 22 seconds West 854.47 feet (previously recorded as North 88 degrees 10 minutes 55 seconds West); thence South 01 degrees 21 minutes 15 seconds East 400.55 feet (previously recorded as South 01 degrees 20 minutes 52 seconds West 399.73 feet); thence South 89 degrees 04 minutes 56 seconds West 279.47 feet (previously recorded as North 88 degrees 10 minutes 55 seconds West); thence North 01 degrees 34 minutes 43 seconds West 800.40 feet to the North line of the Northeast One-Quarter of said Section 25; thence North 89 degrees 04 minutes 56 seconds East 1,135.50 feet along said North line of the Northeast One-Quarter of said Section 25 to the Point of Beginning.



ENDORSEMENT

Attached to and forming a part of

Policy No.: 2730600-226571716

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

File Name: Michigan Electric Transmission Company, LLC, a Michigan limited liability company
Vacant land, M-32, Herron, MI 49744.

File No.: 2129431

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: December 29, 2021

FIDELITY NATIONAL TITLE INSURANCE COMPANY

e Title Agency, Inc.

By: _____
e Title Agency, Inc.



ENDORSEMENT

Attached to and forming a part of

Policy No.: 2730600-226571716

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

File Name: Michigan Electric Transmission Company, LLC, a Michigan limited liability company
Vacant land, M-32, Herron, MI 49744.

File No.: 2129431

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by MCA dated 10/08/2021, last revised 10/25/2021, and designated Job No. 1054-20-9619.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: December 29, 2021

FIDELITY NATIONAL TITLE INSURANCE COMPANY

e Title Agency, Inc.

By: _____
e Title Agency, Inc.



ENDORSEMENT

Attached to and forming a part of

Policy No.: 2730600-226571716

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

File Name: Michigan Electric Transmission Company, LLC, a Michigan limited liability company
Vacant land, M-32, Herron, MI 49744.

File No.: 2129431

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: December 29, 2021

FIDELITY NATIONAL TITLE INSURANCE COMPANY

e Title Agency, Inc.

By: _____
e Title Agency, Inc.



ENDORSEMENT

Attached to and forming a part of

Policy No.: 2730600-226571716

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

File Name: Michigan Electric Transmission Company, LLC, a Michigan limited liability company
Vacant land, M-32, Herron, MI 49744.

File No.: 2129431

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: December 29, 2021

FIDELITY NATIONAL TITLE INSURANCE COMPANY

e Title Agency, Inc.

By: _____

e Title Agency, Inc.



ENDORSEMENT

Attached to and forming a part of

Policy No.: 2730600-226571716

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

File Name: Michigan Electric Transmission Company, LLC, a Michigan limited liability company
Vacant land, M-32, Herron, MI 49744.

File No.: 2129431

The Company hereby deletes Paragraph 14 ("Arbitration") from the Conditions of the attached policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: December 29, 2021

FIDELITY NATIONAL TITLE INSURANCE COMPANY

e Title Agency, Inc.

By: _____
e Title Agency, Inc.

ENDORSEMENT

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Policy of Title Insurance No. 2730600-226571716

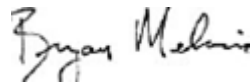
The Company hereby insures against loss which said Insured shall sustain by reason of the following:

That said Land fails to abut upon a physically open street known as M-32.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: December 29, 2021

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signatory

**FIDELITY NATIONAL
FINANCIAL PRIVACY NOTICE**

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address/demographic information, social security number (SSN), driver’s license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>	<p><u>International Users.</u> By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the “Website”).

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver’s license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.

- To improve our products and services. To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;

- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances (“opt-out”):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- ?first and last name;
- ?property address;

?user name and password;
?loan number;
?social security number - masked upon entry;
?email address;
?three security questions and answers; and
?IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled “Choices with Your Information” and “Access and Correction.” If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida
32204 Attn: Chief
Privacy Officer (888)
934-3354



PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution from sharing non-public, personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. Pursuant to the requirement of GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of eTitle and its title agents.

Types of Information

Depending upon which of our services you are utilizing, we may collect nonpublic, personal information about you from the following sources:

- Information we receive from you on applications, forms, or through other communications;
- Information about your transactions we secure from our files, from our affiliates, or others;
- Information we receive from a consumer reporting agency;
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic, personal information will be collected about you.

Information we disclose to third parties

We may disclose your nonpublic, personal information to an affiliate, which includes any company that controls eTitle, is controlled by eTitle, or is under common control with eTitle. We may also disclose your nonpublic, personal information to:

- Nonaffiliated third parties involved in effecting, administering, or enforcing a transaction that you have requested or authorized;
- Nonaffiliated companies that perform marketing services on our behalf or with whom we have a joint marketing agreement;
- Regulators or others in order to protect against actual or potential fraud or to comply with applicable legal requirements.

WE DO NOT DISCLOSE ANY NONPUBLIC, PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Even if you are no longer our customer, our Privacy Policy will continue to apply to your nonpublic, personal information that we continue to retain.

Confidentiality and Security

Employees of eTitle and its affiliates are provided access to nonpublic, personal information on a need to know basis. We maintain physical, electronic, and procedural safeguards intended to protect your nonpublic, personal information from unauthorized access. Moreover, all employees of eTitle and its affiliates are required to undergo annual Privacy Policy training.

We appreciate the opportunity to serve you!

Revised 9/29/2020



Dykema Gossett PLLC
39577 Woodward Avenue
Suite 300
Bloomfield Hills, MI 48304
WWW.DYKEMA.COM
Tel: (248) 203-0700
Fax: (248) 203-0763
Stephen R. Estey
Direct Dial: (248) 203-0538
Direct Fax: (855) 232-1793
Email: SEstey@dykema.com

August 26, 2021

Via Federal Express

Wilson Township
ATTN: Allen Berg, Assessor
8303 Napper Road
Alpena, MI 49707

Re: Parcel 083-025-000-001-03 (Vacant Land) – Wilson Township Application for Land Division

Dear Mr. Berg:

We represent Michigan Electric Transmission Company, LLC a Michigan limited liability company (the “Applicant”) which has an option to purchase a portion of the Parcel 083-025-000-001-03 from Holcim (US), Inc. (the “Owner”). Prior to the closing of this transaction, the Parent Parcel will require a lot split. Please see enclosed:

1. Complete Land Division Application (with all attachments); and
2. Filing fee in the amount of \$150.00.

Please call or email to discuss the foregoing or in the event you have any questions or concerns with the enclosed materials.

Sincerely,

DYKEMA GOSSETT PLLC

Stephen R. Estey

Enclosures

Parcel Division Application

Return to:

Assessing Department Attn: Land Division
P.O. Box 25, Rogers City, MI 49779

(989) 734-3555 Office info@assessingoffice.com <http://www.assessingoffice.com>

Are all resulting parcels 40.00 acres or greater? No land division approval is required

All the parcels located in a platted subdivision? If so, this is the wrong application

*** PLEASE COMPLETE AND RETURN ALL PAGES OF THIS APPLICATION ***

APPLICATION

- 1) Township/City: Wilson Township
- 2) Parent Parcel Number: 083-025-000-001-03
- 3) Owner Name: Holcim (US), Inc.
- 4) Owner Address: 1435 Ford Avenue
- 5) City/State/Zip: Alpena, MI 49707
- 6) Phone Number: 248-203-0538
- 7) Number of New Parcels: 2
- 8) Number of Transferred Division Rights: 0 (attach additional sheets if necessary)
- 9) Email Address*: sestey@dykema.com
*your email address may be used to send status letters for this application.
- 10) Contact Name*: Stephen Estey
*for multiple owners, identify a single contact person for all communications.

ATTACHMENTS – (all items are REQUIRED)

- Attachment #1, include the **COMPLETED** attachment on page 3 of this application entitled “Zoning Information”
- Attachment #2, include **PROPERTY TAX** payment status certificate (must be completed by County Treasurer). (see page 4)
- Attachment #3, include a copy of a survey/drawing of parcels requested with **legal descriptions for all parcels, including the remaining parcel**. Drawing must comply with the requirements of P.A. 132 of 1970 as amended. *The drawing must show the current boundaries, all previous divisions made after March 31, 1997 (indicate date when made), proposed divisions, dimensions of the divisions, existing or proposed road/easement right-of-ways, any other easements, and existing improvements.* (surveys are required for parcels two acres or less, be aware of MCL 54.211 for possibly recording your survey)
- Attachment #4, include your deed for the parent parcel and all deeds from previous owners from March 31, 1997 to the present. If your parcel was created/split after March 31, 1997, include the deeds of all child parcel owners. (see page 6)
- Appropriate fee for processing. (see page 8)
**** Checks with insufficient funds are subject to a collection fee.**

NOTICES & ADVISEMENTS – (all must be initialed by property owner)

Initials SRK New Property ID numbers are issued upon a completed division. If you receive a Principle Residence Exemption you will need to **REFILE** on the new number.

Initials SRK Upon approval of this division, the division will be completed with appropriate office and will be activated on next years assessment roll. All billings of Tax bills for the CURRENT year will be issued on the parent parcels. The current year ends 12/31.

Initials SRK The information requested on this application is not inclusive. **At any time during the approval phase, additional information/documentation may be REQUIRED.** Without the additional requested documents, the approval is considered PENDING. If application is incomplete, notice will be sent and a \$25.00 additional fee may be charged.

Initials SRK **The only official approval is WRITTEN. The owner understands that any verbal communications are NOT binding. The ONLY official approval will be mailed to the owner of record ONLY. The owner will have to forward the Approval notice to applicable agencies.**

Initial one of the following (note application fees listed on page 8 for processing time):

SRK Express Processing* _____ Regular Processing (see attached Fee schedule)

** If the application is incomplete upon the first review, your application will revert to regular processing.*

Initial one of the following:

SRK Initial here if you desire to have these parcels divided for the next assessment cycle. This will result in separating the tax bills for the **NEXT** assessment cycle.

_____ Initial here if you do **NOT** desire to have these parcels divided for the next assessment cycle at this time. In the event this option is checked, the approval will be valid for one (1) year from approval date; and for the division to be executed for the next assessment cycle, the property owner **MUST** submit in writing their intention to have the parcels divided.

AFFIDAVIT OF UNDERSTANDING

I agree the statements made above are true, and if found not to be true this application and any approval will be void. Further, I agree to comply with the conditions and regulations provided with this parent parcel division. Further, I agree to give permission for officials of the municipality, county, and the State of Michigan to enter the property where this parcel division is proposed for the purposes of inspection. Finally, I understand this is only a parcel division which conveys only certain rights under the applicable local land division ordinance and the State Land Division Act (formerly the subdivision control act P.A. 288 of 1967, as amended (particularly by P.A. 591 of 1996 and P.A. 87 of 1997), MCL 560.101 et. Seq.) and does not include and representation or conveyance of rights in any other statute, building code, zoning ordinance, or deed restrictions of other property rights.

Finally, even if this division is approved, I understand local ordinances and state Acts change from time to time, and if changed the division made here must comply with the new requirements (apply for division approval again) unless deeds representing the approved divisions are recorded with the Register of Deeds or the division is built upon before the changes to the laws are made. Also, I understand that the issuing local governmental unit and its officers and employees are not liable if a land use permit/building permit are not issued for a resulting parcel because the parcel is less than one acre in size, lacks either public water and sewers or health department approval for on-site water supply and on-site sewage disposal. The approval of this division is not a determination that the resulting parcel complies with any applicable zoning ordinance or other ordinances. The Local Unit and its officers and employees are not liable if a permit for construction is subsequently denied for construction because of inadequate water supply, sewage disposal, or failure to meet other zoning ordinances or general ordinances. Specifically, this does not indicate zoning review or compliance.

Property Owners Signature , Authorized Agent Date: 8/26/2021

*** Only valid if ALL current property owners of record sign this application. Letter of authorization must accompany all agent signatures.*

DYKEMA GOSSETT

400 Renaissance Center
Detroit, MI 48243

VENDOR: 307225

01388425704

CHECK NO: 2650239

CHECK DATE: 08/26/21

PAYEE: WILSON TOWNSHIP

REFERENCE #	INVOICE #	INV. DATE	DESCRIPTION	AMT. PAID
	08262021	08/26/21	Land Division Application	150.00
			TOTAL	\$150.00

THIS CHECK HAS VARIOUS SECURITY FEATURES INCLUDING COLORED BACKGROUND AND MICROPRINTING

DYKEMA GOSSETT
400 Renaissance Center
Detroit, MI 48243

Huntington Bank Bloomfield Dis 56-1512/441

CHECK NUMBER 2650239
CHECK DATE 08/26/21

HUNTINGTON BANK BLOOMFIELD DISBURSEMENT

AMOUNT

\$ ***150.00***

One hundred fifty and 00/100 Dollars ***

PAY
TO THE
ORDER
OF

WILSON TOWNSHIP
8303 NAPPER ROAD
ALPENA, MI 49707

Susan Choma **MP**

AUTHORIZED SIGNATURE
VOID AFTER 90 DAYS

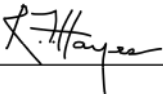
⑈ 2650239⑈ ⑆044115126⑆ 01388425704⑈

LETTER OF AUTHORIZATION
APPLICATION FOR LAND DIVISION APPROVAL

Parcel: 083-025-000-001-03, Wilson Township, Alpena County, MI (“Property”)

I, on behalf of Holcim (US), Inc., a Delaware corporation (the “Owner”), the Owner of the above referenced Property, do hereby authorize Michigan Electric Transmission Company, LLC a Michigan limited liability company, including its employees, agents and attorneys (Dykema Gossett PLLC) to act on behalf of Holcim (US), Inc., a Delaware corporation for the purpose of performing all and every act that is required, necessary or appropriate to prepare, sign, submit, file and present on its behalf all applications to obtain Land Division approval for the Property with Wilson Township and Alpena County. The undersigned hereby certifies to being the fee owner of the Property described above and that to the best of my knowledge the information contained within this authorization is true and correct.

Holcim (US), Inc.,
a Delaware corporation

By: 

Name: Rob Hayes

Its: Land Manager, Great Lakes Region

Attachment 1 - ZONING INFORMATION

***** It is the applicant's responsibility to have this portion of the application completed by your local zoning official *****

For a list of zoning officials, please see page 8

Completed by Zoning Official:

Parent Parcel Number: 083-025-000-001-03

Owner Name: Holcim (US), Inc.

Current Zoning Category: I - Industrial

Minimum Width: none

Minimum Area: none

Minimum Frontage (if any): none

The zoning department acknowledges that the information contained above is accurate and true to the best of their ability. The signature below and review of this application is not for zoning compliance. The use of this form is for determining the zoning category and regulated minimum areas and widths for land division approval purposes. This is not a review for compliance with the zoning ordinance or any other ordinances adopted by any local agencies.

Zoning Administrator Signature: 

Date: 8/23/21

Attachment 2- Property Tax Certificate

***** It is the applicant's responsibility to have this portion of the application completed by your County Treasurer's Office *****

For the County Treasurer's contact information, please see page 8

Parent Parcel Number: 083-025-000-001-03

Owner Name: Holcim (US), Inc.

I hereby certify that for the five years preceding the 19th day of August, 2021 that there are no tax liens or titles held by the state for any unpaid taxes, except such taxes as may be in the process of collecting.

County Treasurer's Signature: Kimberly Ludlow cc

County Treasurer's Name (Printed): Kimberly Ludlow cc

Date: 8-19-21

You can also supply your County Treasurer's certificate they provide you in place of this page/form

Attachment 3- Survey/Drawing Instructions

This form is designed to assist the surveyor in completing the surveying and noting all necessary items on the survey. Please distribute to your surveyor or utilize in assisting the property owner to develop the drawing/map. Please answer items J & K and return this sheet with your application.

A scale survey or drawing that complies with the requirements of Michigan Public Act 132 of 1970, as amended, for Certified Surveys, for the proposed land division of the parent parcel that shows the following:

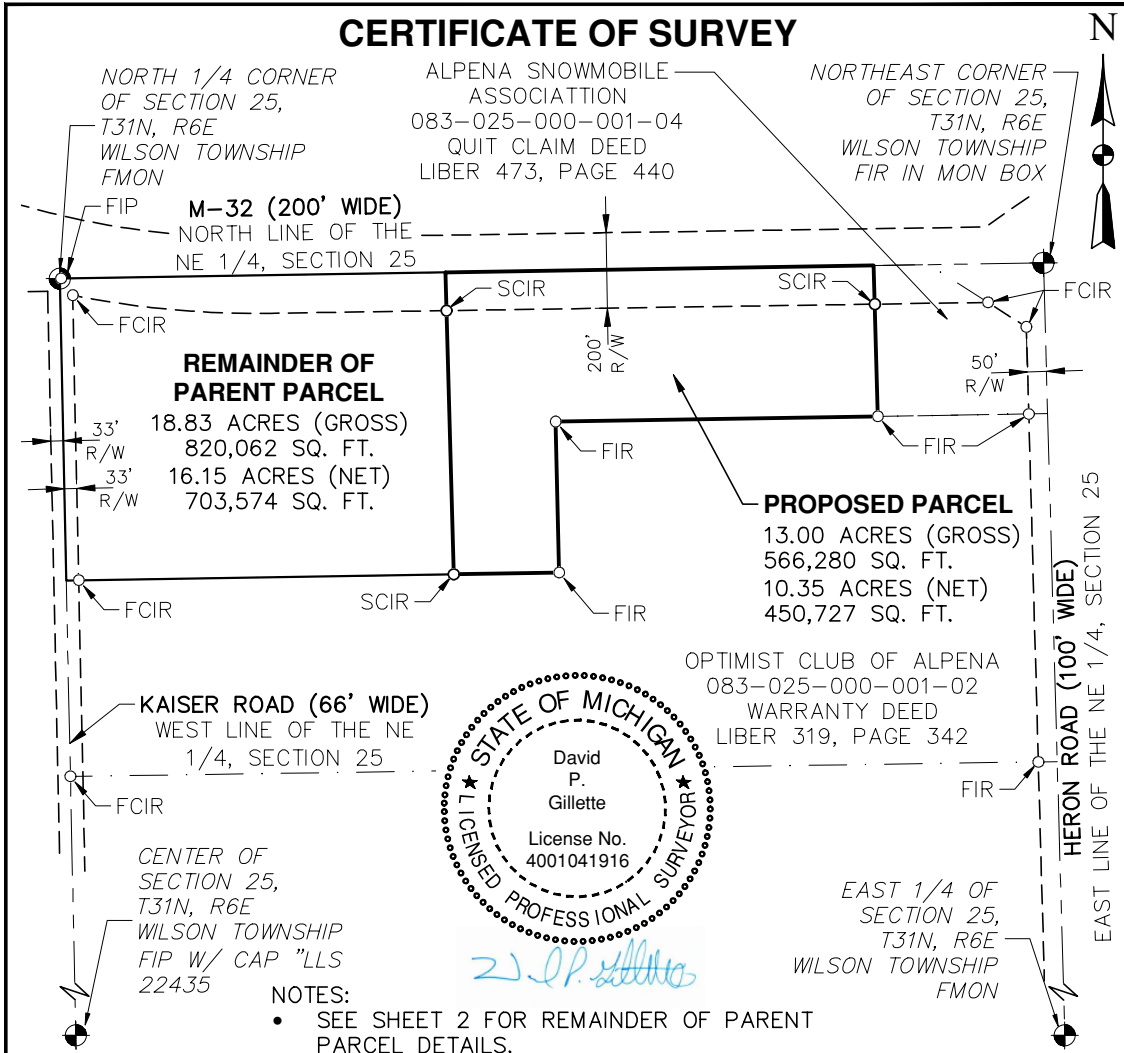
- a. A scale drawing not less than 1 inch equals 300 feet, and
- b. Current boundaries as of March 31, 1997, and
- c. All divisions made after March 31, 1997 (indicate when made or none), and
- d. The proposed division, including its legal description, and
- e. Dimension of proposed division, and
- f. Existing and proposed road easement right-of-way(s), and
- g. Easements for public utilities from parcel that is a development site to existing public utility facilities, and

h. Any existing improvements such as buildings, wells, septic systems, driveways, etc. must be clearly listed on the survey/drawing with dimensions of the buildings and a clear description of the building (building type/use/color)

- i. Attach the legal description to the parent parcel to this application.
- j. The proposed parcel provides access as follows: (Indicate information on Survey)
 1. ___ Frontage on an existing road. Road name: _____
 2. ___ Frontage on a private road. Road name: _____
 3. n/a Frontage on a new public road. Road name: _____
 4. n/a Frontage on a new private road. Road name: _____
 5. n/a Easement or shared driveway.
- k. Did you attach a legal description of proposed new road, easement, or shared driveway? Yes _____ No none proposed

l. Attach a legal description for all remaining parcels, including parent parcel.

CERTIFICATE OF SURVEY



NOTES:

- SEE SHEET 2 FOR REMAINDER OF PARENT PARCEL DETAILS.
- SEE SHEET 3 FOR PROPOSED PARCEL DETAILS.
- SEE SHEET 4 FOR LEGAL DESCRIPTIONS.

BEARING BASIS: MICHIGAN STATE PLANE, CENTRAL ZONE, INTERNATIONAL FOOT, NAD83.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 07/29/2021, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/5000, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 1970 AND P.A. 193, 2018, AS AMENDED, HAVE BEEN COMPLIED WITH.

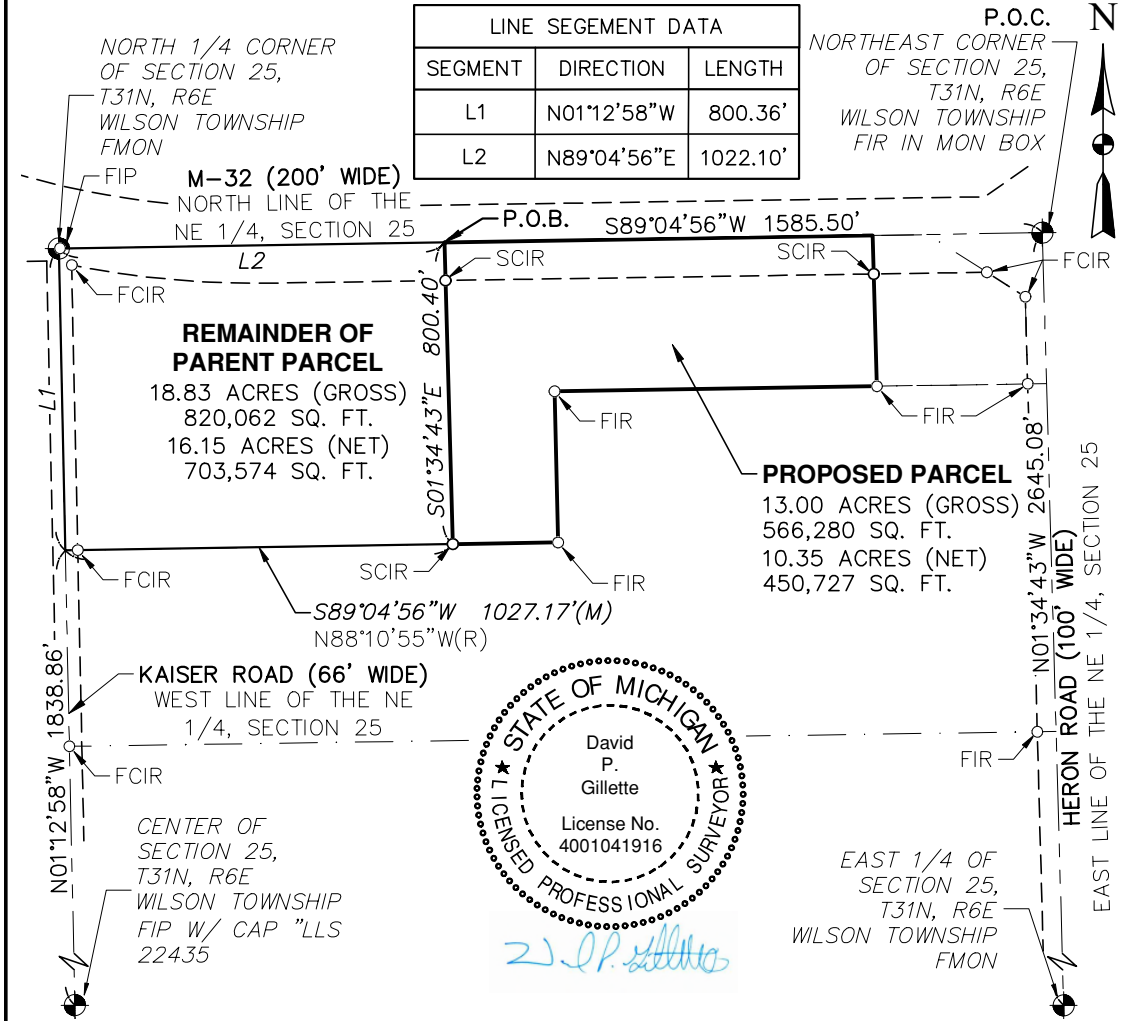
LEGEND

—	PROPERTY LINE
- - - -	RIGHT OF WAY LINE
—+—	SECTION LINE
●	SECTION CORNER
○	FOUND IRON PIPE
○	FOUND IRON ROD
○	FOUND CAPPED IRON ROD
○	SET CAPPED IRON ROD "41916"
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
(R)	RECORD BEARING/DISTANCE
(M)	MEASURED BEARING/DISTANCE

K:\2020\1054_JOB FOLDERS\1054-20-9619 Drawings\Survey\9619 COS-LAFARGE SPLUT.dwg

	Project		AIRPORT-MIO		Title		CERTIFICATE OF SURVEY	
	Client		MICHIGAN ELECTRIC TRANSMISSION CO.		Date		07/29/21 Rev 1 Rev 2	
	County	ALPENA	Community	WILSON TWP.	Drawing Scale		Sheet Number	
	Township	31N	Range	6E	Section	25	State	MICHIGAN
Project Number		P.M.	Checked by	Drawn by	Crew/Book			
1054-20-9619		MT	DG	TR	BC	1 OF 4		

CERTIFICATE OF SURVEY



North One-Quarter Corner
 Sec. 25, T31N, R6E
 Fd. Alpena County Remon in Mon. Box
 Liber 3, Page 238

East One-Quarter Corner
 Sec. 25, T31N, R6E
 Fd. Alpena County Remon in Mon. Box
 Liber 2, Page 22

Witnesses:
 S35°E 52.45' Power Pole with PK Nail & Tag. (R)
 S86°E 3.25' 1/2" Pipe. (R)
 N10°W 44.44' White MDOT Post with PK Nail & Tag. (R)
 N85°W 39.04' 1-1/2" Steel Bar for MDOT Pl. (R)

Witnesses:
 N89°E 46.91' 6" Aspen with Tag. (R)
 S81°E 64.36' 6" Spruce with Tag. (R)
 N42°W 72.25' Utility Pole with Tag. (R)
 S50°W 51.84' Utility Pole with Tag. (R)

Northeast Corner
 Sec. 25, T31N, R6E
 Fd. 1/2" Iron Rod in Mon. Box
 Liber 3, Page 153

Witnesses:
 S06°E 34.88' 8" Balsam. (R)
 S30°E 35.58' 10" Balsam with Fabis Tag. (R)
 N65°W 128.45' Power Pole. (R)
 N27°E 103.73' 6" Maple Clump. (R)

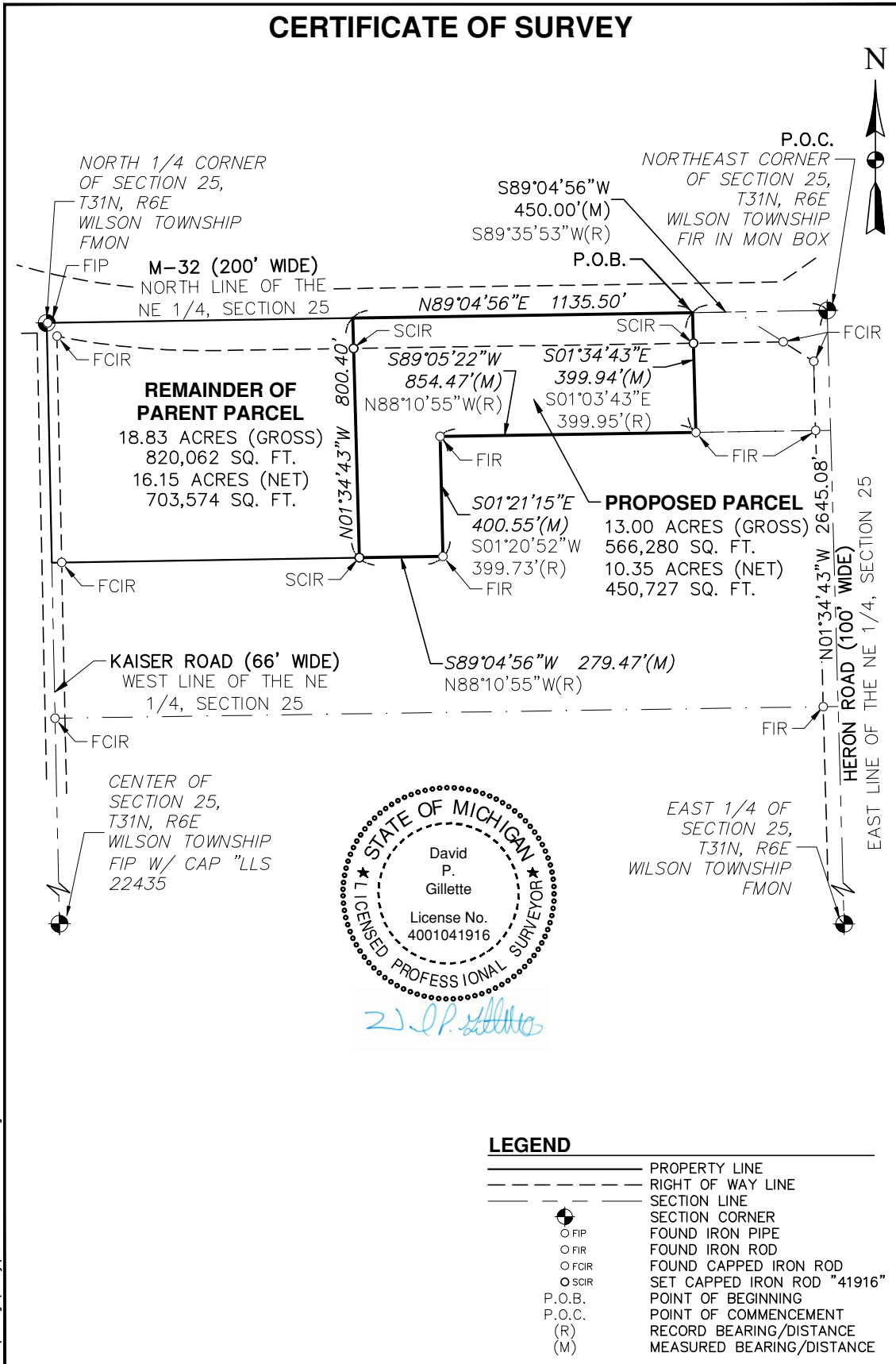
LEGEND

- PROPERTY LINE
- - - RIGHT OF WAY LINE
- - - SECTION LINE
- SECTION CORNER
- FOUND IRON PIPE
- FOUND IRON ROD
- FOUND CAPPED IRON ROD
- SET CAPPED IRON ROD "41916"
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- (R) RECORD BEARING/DISTANCE
- (M) MEASURED BEARING/DISTANCE

K:\2020\1054_JOB_FOLDERS\1054-20-9619 Drawings\Survey\9619_C05-LAFARGE_SPLT.dwg

	Project		AIRPORT-MIO		Title		CERTIFICATE OF SURVEY		
	Client		MICHIGAN ELECTRIC TRANSMISSION CO.		Date		07/29/21		
	County		ALPENA		Community		WILSON TWP.		
	Township Range Section State		31N 6E 25 MICHIGAN		Rev 1		Rev 2		
Project Number		1054-20-9619		P.M.		MT		Checked by	
				DG		TR		Crew/Book	
				BC					
						Sheet Number 2 OF 4			

CERTIFICATE OF SURVEY



LEGEND

—	PROPERTY LINE
- - -	RIGHT OF WAY LINE
- - -	SECTION LINE
○	SECTION CORNER
○	FOUND IRON PIPE
○	FOUND IRON ROD
○	FOUND CAPPED IRON ROD
○	SET CAPPED IRON ROD "41916"
○	POINT OF BEGINNING
○	POINT OF COMMENCEMENT
(R)	RECORD BEARING/DISTANCE
(M)	MEASURED BEARING/DISTANCE

K:\2020\1054_JOB FOLDERS\1054-20-9619 Drawings\Survey\9619 COS-LAFARGE SPLUT.dwg



Project AIRPORT-MIO			
Client MICHIGAN ELECTRIC TRANSMISSION CO.			
County ALPENA	Community WILSON TWP.		
Township 31N	Range 6E	Section 25	State MICHIGAN
Project Number 1054-20-9619	P.M. MT	Checked by DG	Drawn by/Crew/Book TR/BC

Title CERTIFICATE OF SURVEY		
Date 07/29/21	Rev 1	Rev 2
Drawing Scale 	Sheet Number 3 OF 4	

CERTIFICATE OF SURVEY

PARENT PARCEL DESCRIPTION (WARRANTY DEED LIBER 87, PAGE 89):

The North half of the Northeast quarter (N 1/2 of NE 1/4) of Section twenty five (25), Township thirty one (31) North, Range six (6) East; also, the South half of the Southwest quarter (S 1/2 of SW 1/4) of Section nineteen (19); the North half of the Northwest quarter (N 1/2 of NW 1/4) and the Southwest quarter of the Northwest quarter (SW 1/4 of NW 1/4) of Section thirty (30), Township thirty one (31) North, Range seven (7) East.

Note: Warranty Deed, Liber 319, Page 342, and Quit Claim Deed, Liber 473, Page 440, previously conveyed from parent parcel, updated parent parcel description not recorded.

REMAINDER OF PARENT PARCEL:

A parcel of land situated in the Northeast One-Quarter of Section 25, Town 31 North, Range 6 East, Township of Wilson, County of Alpena, State of Michigan, described as follows:

Commencing at the Northeast corner of said Section 25; thence South 89 degrees 04 minutes 56 seconds West 1,585.50 feet along the North line of the Northeast One-Quarter of said Section 25 to the **POINT OF BEGINNING**; thence South 01 degrees 34 minutes 43 seconds 800.40 feet; thence South 89 degrees 04 minutes 56 seconds 1,027.17 feet (previously recorded as North 88 degrees 10 minutes 55 seconds West) to the West line of the Northeast One-Quarter of said Section 25 and the centerline of Kaiser Road (66 feet wide); thence North 01 degrees 12 minutes 58 seconds West 800.36 feet along said West line of Northeast One-Quarter of said Section 25 and the centerline of Kaiser Road (66 feet wide) to the North One-Quarter Corner of Section 25; thence North 89 degrees 04 seconds 56 minutes East 1,022.10 feet along the North line of Northeast One-Quarter of said Section 25 to the Point of Beginning.

Said parcel contains 18.83 acres, more or less.

Subject to easements and restrictions of record, if any.

PROPOSED PARCEL:


A parcel of land situated in the Northeast One-Quarter of Section 25, Town 31 North, Range 6 East, Township of Wilson, County of Alpena, State of Michigan, described as follows:

Commencing at the Northeast corner of said Section 25; thence South 89 degrees 04 minutes 56 seconds West 450.00 feet (previously recorded as South 89 degrees 35 minutes 53 seconds West) along the North line of the Northeast One-Quarter of said Section 25 to the **POINT OF BEGINNING**; thence South 01 degrees 34 minutes 43 seconds 399.94 feet (previously recorded as South 01 degrees 03 minutes 43 seconds 399.95 feet); thence South 89 degrees 05 minutes 22 seconds West 854.47 feet (previously recorded as North 88 degrees 10 minutes 55 seconds West); thence South 01 degrees 21 minutes 15 seconds East 400.55 feet (previously recorded as South 01 degrees 20 minutes 52 seconds West 399.73 feet); thence South 89 degrees 04 minutes 56 seconds West 279.47 feet (previously recorded as North 88 degrees 10 minutes 55 seconds West); thence North 01 degrees 34 minutes 43 seconds West 800.40 feet to the North line of Northeast One-Quarter of said Section 25; thence North 89 degrees 04 minutes 56 seconds East 1,135.50 feet along said North line of Northeast One-Quarter of Section 25 to the Point of Beginning.

Said parcel contains 13.00 acres, more or less.

Subject to easements and restrictions of record, if any.

K:\2020\1054_JOB FOLDERS\1054-20-9619 Drawings\Survey\9619_COS-LA-FARGE_SPLT.dwg

	Project AIRPORT-MIO		Title CERTIFICATE OF SURVEY	
	Client MICHIGAN ELECTRIC TRANSMISSION CO.		Date 07/29/21 Rev 1 Rev 2	
	County ALPENA	Community WILSON TWP.	Drawing Scale	
	Township 31N	Range 6E	Section 25	State MICHIGAN
Project Number 1054-20-9619	P.M. MT	Checked by DG	Drawn by TR	Crew/Book BC

Attachment 4- Deed Attachment

DEED ATTACHMENT:

Documentation is needed to determine split rights. Part of the Land Division Act requires the local unit to verify that the property owner has the legal right to split their property. This right is either automatically granted as of March 31, 1997 or it is given on your deed. Your chain of title can also restrict your right to split your land. Therefore, it is a requirement that you submit all deeds related to your title.

Has your property been split since March 31, 1997?

If no, then:


Please submit all the deeds starting with the first deed recorded/executed PRIOR to March 31, 1997 and then submit each deed recorded on the property after this and finally showing the current owner/applicant.

If yes, and your property has been split since March 31, 1997, then:

Please submit all the deeds starting with the first deed recorded/executed PRIOR to March 31, 1997 and then submit each deed recorded on the property after this and finally showing the current owner/applicant.

Also, will need the chain of title on all child parcels. For instance, if a property was split in May of 2005 into 3 parcels and the applicant is splitting parcel A (other's own parcels B and C), then we will need the full chain of title on the parent parcel and all child parcels (parcel a, b, and c). This is in addition to the current owner's chain of title on the parcel they are applying for the split. We will need the chain of title starting with the first deed recorded/executed PRIOR to March 31, 1997 through the date of the split in May of 2005. Then, all deeds on each child parcel (a, b, and c) from May of 2005 to the current date.

Received
Date 5-27-21 Time 11:45am
Alpena Register of Deeds

L: 541 P: 888 DQC
05/27/2021 12:19 PM Page: 1 of 3 \$30.00
Catherine Murphy, Register Alpena Co., MI


QUIT CLAIM DEED

THE GRANTOR: LAFARGE NORTH AMERICA, INC., a Maryland corporation,

WHOSE ADDRESS IS: 6211 Ann Arbor Road
Dundee, Michigan 48131,

QUIT CLAIMS TO THE GRANTEE: HOLCIM (US) INC., a Delaware corporation,

WHOSE ADDRESS IS: 6211 Ann Arbor Road
Dundee, Michigan 48131,

the real estate situated in the Township of Wilson, Alpena County, Michigan, more fully described on **Exhibit A** attached to this Deed, together with all improvements, fixtures, easements, hereditaments, and appurtenances associated with the real estate ("Property").

The Grantor grants to the Grantee the right to make Zero (0) division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

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.

This Deed is given for the consideration of Ten and 00/100 Dollars (\$10.00).

This Deed is exempt from the real estate transfer taxes under MCL §§ 207.505(a) and 207.526(a) because the value of the consideration given is less than One Hundred Dollars (\$100.00).

Dated: May 25, 2021.

LAFARGE NORTH AMERICA, INC., a
Maryland corporation

By [Signature]
Anthony Bond
Its VP TAX

STATE OF MICHIGAN)
COUNTY OF Monroe) ss:

The foregoing instrument was acknowledged before me this May 25th, 2021,
by Anthony Bond, as VP TAX on behalf of
LAFARGE NORTH AMERICA, INC., a Maryland corporation.

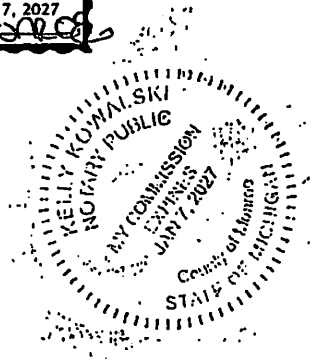
[Signature]

Notary public, State of Michigan, County of Monroe
My commission expires 1-7-2027
Acting in the County of Monroe

PREPARED BY AND RETURN TO:

Amanda Bell, Esq.
LafargeHolcim
8700 West Bryn Mawr Ave., Suite 300
Chicago, Illinois 60631
Telephone: (773) 355-4507

KELLY KOWALSKI
Notary Public - State of Michigan
County of Monroe
My Commission Expires Jan 7, 2027
Acting in the County of Monroe



L: 541 P: 888 DQC

05/27/2021 12:19 PM Page: 3 of 3
Catherine Murphy, Register Alpena Co., Mi

\$30.60

EXHIBIT A

Property

Commencing at the Northeast Corner of Section 25, Town 31 North, Range 6 East, Wilson Township, Alpena County, Michigan; thence S89°04'56"W 450.00 feet along the North line of the Northeast One-Quarter of said Section 25 to the **POINT OF BEGINNING**; thence S01°34'43"E 399.94 feet; thence S89°05'22"W 854.47 feet; thence S01°21'15"E 400.55 feet (recorded as 399.73 feet); thence S89°04'56"W 1,306.63 feet (recorded as 1,306.47 feet) to the West line of the Northeast One-Quarter of said Section 25 and the centerline of Kaiser Road (66 feet wide); thence N01°12'58"W 800.36 feet along said West line of the Northeast One-Quarter and said centerline of Kaiser Road to the North One-Quarter Corner of said Section 25; thence N89°04'56"E 2,157.60 feet along the North line of the Northeast One-Quarter of said Section 25 to the Point of Beginning, containing 31.83 acres of land, more or less.

Basis of Bearings: Michigan State Plane Coordinates (NAD 83), Central Zone.

Property Address: S M-32 W, Herron, Michigan 49744

Tax Parcel No.: 083-025-000-001-03

Received

Date 6/25/21 Time 11:59a

Alpena Register of Deeds

L: 542 P: 361 DQC
06/25/2021 12:13 PM Page: 1 of 3 \$30.00
Catherine Murphy, Register Alpena Co., MI

CORRECTED QUIT CLAIM DEED

THE GRANTOR: LAFARGE NORTH AMERICA, INC., a Maryland corporation,

WHOSE ADDRESS IS: 6211 Ann Arbor Road
Dundee, Michigan 48131,

QUIT CLAIMS TO THE GRANTEE: HOLCIM (US) INC., a Delaware corporation,

WHOSE ADDRESS IS: 6211 Ann Arbor Road
Dundee, Michigan 48131,

the real estate situated in the Township of Wilson, Alpena County, Michigan, more fully described on **Exhibit A** attached to this Deed, together with all improvements, fixtures, easements, hereditaments, and appurtenances associated with the real estate ("**Property**").

The Grantor grants to the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

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.

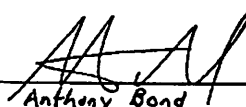
This Deed is given for the consideration of Ten and 00/100 Dollars (\$10.00).

This Deed is exempt from the real estate transfer taxes under MCL §§ 207.505(a) and 207.526(a) because the value of the consideration given is less than One Hundred Dollars (\$100.00).

This Corrected Quit Claim Deed is being recorded to correct the Quit Claim Deed dated May 25, 2021 and recorded as Document Number 03155639 on May 27, 2021 at Liber 541, Page 888 of the records of the Alpena County Register of Deeds.

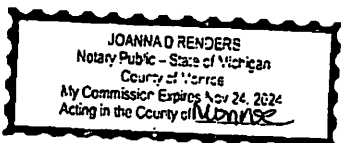
Dated: June 7, 2021, 2021.

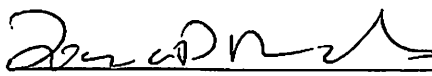
LAFARGE NORTH AMERICA, INC., a
Maryland corporation

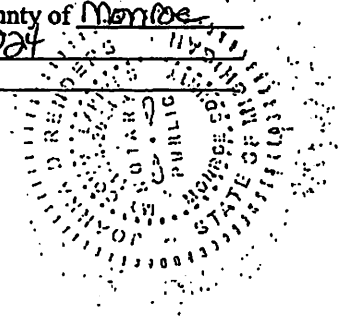
By 
Its VP Tax

STATE OF MICHIGAN)
) ss:
COUNTY OF Monroe)

The foregoing instrument was acknowledged before me this 7th June, 2021,
by Anthony Bond, as VP Tax on behalf of
LAFARGE NORTH AMERICA, INC., a Maryland corporation.




Notary public, State of Michigan, County of Monroe
My commission expires 11/24/2024
Acting in the County of Monroe



PREPARED BY AND RETURN TO:

Amanda Bell, Esq.
LafargeHolcim
8700 West Bryn Mawr Ave., Suite 300
Chicago, Illinois 60631
Telephone: (773) 355-4507

L: 542 P: 361 DQC

06/25/2021 12:13 PM Page: 3 of 3 \$30.00
Catherine Murphy, Register Alpena Co., Mi

EXHIBIT A

Property

Commencing at the Northeast Corner of Section 25, Town 31 North, Range 6 East, Wilson Township, Alpena County, Michigan; thence S89°04'56"W 450.00 feet along the North line of the Northeast One-Quarter of said Section 25 to the **POINT OF BEGINNING**; thence S01°34'43"E 399.94 feet; thence S89°05'22"W 854.47 feet; thence S01°21'15"E 400.55 feet (recorded as 399.73 feet); thence S89°04'56"W 1,306.63 feet (recorded as 1,306.47 feet) to the West line of the Northeast One-Quarter of said Section 25 and the centerline of Kaiser Road (66 feet wide); thence N01°12'58"W 800.36 feet along said West line of the Northeast One-Quarter and said centerline of Kaiser Road to the North One-Quarter Corner of said Section 25; thence N89°04'56"E 2,157.60 feet along the North line of the Northeast One-Quarter of said Section 25 to the Point of Beginning, containing 31.83 acres of land, more or less.

Basis of Bearings: Michigan State Plane Coordinates (NAD 83), Central Zone.

Property Address: S M-32 W, Herron, Michigan 49744

Tax Parcel No.: 083-025-000-001-03

COVENANT DEED

THIS INDENTURE is made this 28 day of June, 2000 between LAFARGE CORPORATION, a Maryland Corporation, successor by intermediate mergers to General Portland, Inc., a Delaware corporation, whose address is 11130 Sunrise Valley Drive, Reston, Virginia 20191 ("Grantor") and LAFARGE MIDWEST, INC., a Delaware Corporation, whose address is 4000 Town Center, Suite 2000, Southfield, Michigan 48075 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, and by these presents does grant, bargain, sell, remise, release, alien, confirm and convey to the Grantee, and to its heirs, successors and assigns, forever, all that certain real estate located in the City of Alpena or Township of Alpena, County of Alpena, and State of Michigan, which was previously conveyed to Grantor's predecessor by merger by Quit Claim Deed, dated December 30, 1986 and recorded January 8, 1987 in Liber 267, Pages 725-733 as set forth on Exhibit A attached hereto and incorporated herein by reference AND TOGETHER WITH all that certain real estate located in the City of Alpena or Township of Alpena, County of Alpena and State of Michigan which was previously conveyed to Grantor by Deed with Covenants dated January 17, 1990 and recorded September 10, 1990 in Liber 290, Pages 907-917, Alpena County Register of Deeds as set forth on Exhibit B attached hereto and incorporated by reference, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claims, or demand whatsoever, of the Grantor, either in law or equity, of, in, or to the above-described premises, to have and to hold the premises as before described unto the Grantee, its heirs, successors and assigns, forever.

And the Grantor, for itself, and its successors, does hereby covenant, promise and agree to and with the Grantee, its heirs, successors and assigns, that Grantor will warrant and defend the said premises with the tenements, hereditaments and appurtenances unto the Grantee, its heirs, successors and assigns, forever against the lawful claims and demands of all persons claiming by, from or under Grantor, but against no other claims or persons.

Subject, however, to any restriction, exception or limitation expressly reserved in the recorded conveyance or instrument by which the Grantor or any of its predecessors by merger acquired its interest in any such piece or parcel of land and other easements, building and use restrictions of record and zoning ordinances.



This property may be located within the vicinity of farm land 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.

Attached as Exhibit C is a true, correct and complete copy of the merger documents for General Portland, Inc. with and into Citadel Holdings, Inc., a Maryland corporation which occurred on January 29, 1988 at 10:00 a.m. and a true, correct and complete copy of the merger documents for Citadel Holdings, Inc. with and into Lafarge Corporation, a Maryland corporation, which occurred on January 29, 1988 at 3:00 p.m.

This Deed is exempt from county transfer tax pursuant to M.C.L.A. 207.505(a). This Deed is exempt from State transfer tax pursuant to M.C.L.A. 207.526(a).

IN WITNESS WHEREOF, the Grantor has executed this instrument on the date first written above and has declared this conveyance to be binding upon it and its personal representatives, heirs, successors and assigns.

Signed in the presence of:

LAFARGE CORPORATION,
a Maryland Corporation

Timothy Power
Print Name Timothy Power

By: David C. Jones
David C. Jones
Its: Vice President and Secretary

James E. Elliott III
Print Name JAMES E. ELLIOTT III

STATE OF Virginia
)
COUNTY OF Fredricks) ss.

The foregoing instrument was acknowledged before me this 28 day of June, 2000, by David C. Jones, Vice President and Secretary of Lafarge Corporation, a Maryland Corporation.

Samela M. Hill
Notary Public
Fredricks County, VA
My commission expires: 11/3/00

Drafted By:

When Recorded Return To And Send
Subsequent Tax Bills To:

Timothy A. Stoepker, Esq.
ABBOTT, NICHOLSON, QUILTER,
ESSHAKI & YOUNGBLOOD, P.C.
300 River Place, Suite 3000
Detroit, Michigan 48207-4225

Lafarge Midwest, Inc.
4000 Town Center, Suite 2000
Southfield, Michigan 48075

Tax Parcel #: _____ Recording Fee: \$ _____ Transfer Tax: -0-
102565:8

EXHIBIT A

LIBER 267 PAGE 725 - 33

Recorded January 8, 1987
at 3:25 o'clock P. M. Liber 267 Page 725
Alpena Register (Reg. of Deed)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL GYPSUM COMPANY, a Delaware corporation ("Grantor"), whose mailing address is 4500 Lincoln Plaza, Dallas, Texas 75201-3318, for the sum of TEN DOLLARS (\$10.00) and other valuable consideration (see Real Estate Transfer Valuation Affidavit attached), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, QUITCLAIMED and CONVEYED and by these presents does hereby GRANT, SELL, QUITCLAIM and CONVEY to GENERAL PORTLAND INC., a Delaware corporation ("Grantee"), whose mailing address is 4000 Town Center, Suite 2000, Box 887, Southfield, Michigan 48037, its successors and assigns forever, the real property situated in the County of Alpena, State of Michigan, described on Exhibit A attached hereto and made a part hereof; together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way abutting the above described premises.

TO HAVE AND TO HOLD the above described premises, together with all and singular the privileges and appurtenances belonging thereto, unto the said Grantee, its successors and assigns forever.

This conveyance is made without warranty or covenant of title, either express or implied, including specifically without limitation all warranties that might arise at common law.

IN WITNESS WHEREOF, the Grantor, pursuant to the order of its Board of Directors, has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by its duly authorized officers this 30th day of December, 1986.

Signed and acknowledged
by both signators in the
presence of:

[Signature]
Print Name: [Name]

[Signature]
Print Name: [Name]

NATIONAL GYPSUM COMPANY,
a Delaware corporation

By: [Signature]
John M. Thompson, Jr.
Vice Chairman

By: [Signature]
John L. Genung
Secretary

DO NOT AFFIX REVENUE STAMPS PRIOR TO RECORDING

(Corporate Seal)

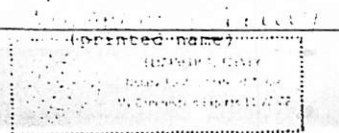


L- 399 P- 328
07/14/2000 01:18
Page: 3 of 26
Kathy J. Matash, Register Alpena Co., MI COVD 88.00

STATE OF TEXAS 5
5 ss.
COUNTY OF DALLAS 5

On this 30th day of December, 1986, before me appeared John M. Thompson, Jr. and John L. Genung, to me personally known, who, being by me duly sworn, did say that they are the Vice Chairman and Secretary, respectively, of National Gypsum Company, a corporation organized and existing under the laws of the State of Delaware; and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said John M. Thompson, Jr. and John L. Genung acknowledged said instrument to be the free act and deed of said corporation.

John L. Genung
Notary Public, State of Texas



My commission expires:

When recorded, return to:
George H. Tinn, Jr., Esq.
Butler, Long, Gust, Fleiss
& Van Eile
1881 First National Building
Detroit, Michigan 48136

Prepared by:
Thompson & Knight
3300 First City Center
1700 Pacific Avenue
Dallas, Texas 75201



L- 399 P- 328
07/14/2000 01:181
Page: 4 of 26

(Legal Description)

Land in the City of Alpena and Township of Alpena, County of Alpena, State of Michigan,
to-wit:

1. All of Fractional Section 1, EXCEPT the Northwest Fractional $\frac{1}{4}$ of Northwest Fractional $\frac{1}{4}$ thereof, situated in T31N,R9E.
2. All of Section 12, T31N,R9E
3. All of Section 13, T31N,R9E
4. Commencing at the Section corner common to Sections 13, 14, 23, and 24, T31N,R9E, Michigan Meridian, City of Alpena, the Point of Beginning; Thence South $1^{\circ}00'8''$ East 168.10 feet to the North right of way line of the D & M Railway; Thence North $63^{\circ}55'4''$ West 355.12 feet; Thence North $89^{\circ}10'30''$ East 319.77 feet to the Point of Beginning. All being a part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, T31N,R9E, Michigan Meridian, containing 0.62 acres.
5. Commencing at the Section corner common to Sections 13 and 24, T31N,R9E and Sections 18 and 19, T31N,R9E; Thence South $88^{\circ}11'43''$ West 261.08 feet to the Point of Beginning; Thence South $0^{\circ}27'11''$ East 520.53 feet; Thence along the arc of a curve 474.33 feet whose deflection is $52^{\circ}48'24''$ Right and whose tangent is 255.92 feet and whose radius is 515.74 feet; Thence South $52^{\circ}21'13''$ West 203.18 feet; Thence along the arc of a curve 783.81 feet whose deflection is $36^{\circ}9'34''$ Right and whose tangent is 405.44 feet and whose radius is 1240.56 feet; Thence South $86^{\circ}30'47''$ West 498.67 feet; Thence North $79^{\circ}33'10''$ West 1919.29 feet; Thence South $88^{\circ}17'44''$ West 135.89 feet; Thence North $63^{\circ}55'4''$ West 1496.98 feet; Thence North $1^{\circ}00'8''$ West 168.10 feet to the Section corner common to Sections 13, 14, 23 and 24; Thence North $88^{\circ}11'43''$ East 4,938.81 feet to the Point of Beginning. Being a part of Gov't Lot 1 and part of Gov't Lot 2, part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, all in Section 24, T31N,R9E, Michigan Meridian, City of Alpena, and containing 107 acres.
6. The Southwest Fractional $\frac{1}{4}$ of the Southwest Fractional $\frac{1}{4}$ of Section 7, T31N,R9E.
7. The West Fractional $\frac{1}{4}$ of the West Fractional $\frac{1}{4}$ of Section 18, T31N,R9E.
8. Lot 1 of Section 19 and also all that part of Section 19, lying South of the SW $\frac{1}{4}$ of Section 18 and West of the East line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18 and extending to the water in T31N,R9E.
9. The East $\frac{1}{4}$ of Section 14, T31N, R9E, less the South 66 feet thereof, also less the West 150 feet of the SE $\frac{1}{4}$ thereof, and less the North 2 rods of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ thereof, and less the 100 foot Railroad ROW. EXCEPT a parcel of land being a part of the NE $\frac{1}{4}$ of Section 14, T31N, R9E, Alpena Township, Alpena County, Michigan and part of the SE $\frac{1}{4}$ of Section 14, T31N, R9E, City of Alpena, Alpena County, Michigan being more particularly described as follows: beginning at the SE $\frac{1}{4}$ of said Section 14, T31N, R9E; thence S88 $^{\circ}$ 30'07" W along the S'y line of said Section 14, T31N, R9E, also being the S'y line of Wessel Road (66 feet wide) a distance of 321.35 feet to a point on the NE'y line of the Detroit & Mackinac Railway (100 feet wide); thence N61 $^{\circ}$ 50'30" W along the NE'y line of said Detroit and Mackinac Railway a distance of 2396.14 feet to a point of curvature to the left; thence continuing along said NE'y line of said Detroit & Mackinac Railway along a curve to the left having a central angle of $6^{\circ}52'38''$, a radius of 1687.28 feet, an arc length of 202.53 feet, a chord bearing of N67 $^{\circ}$ 16'49" W and a chord distance of 202.40 feet to a point on the N-S $\frac{1}{4}$ line of said Section 14, T31N, R9E; thence N01 $^{\circ}$ 56'04" W along said N-S $\frac{1}{4}$ line of said Section 14, T31N, R9E, a distance of 1412.93 feet to the center of said Section 14, T31N, R9E, also being the N'y line of the Alpena City limits and also the S'y line of the Alpena Township limits; thence N01 $^{\circ}$ 56'04" W along the N-S $\frac{1}{4}$ line of said Section 14, T31N, R9E, a distance of 1362.92 feet to a point; thence N58 $^{\circ}$ 50'30" E a distance of 1424.63 feet to a point; thence N87 $^{\circ}$ 52'59" E a distance of 1418.65 feet to a point on the E'y line of said Section 14, T31N, R9E, also being the centerline of Wessel Road (variable width) also being the E'y line of Alpena Township limits and the W'y line of Alpena City limits;

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L- 399 P- 328
07/14/2000 01:18
Page: 5 of 26
Kathy J. Matash, Register Alpena Co., MI COVD 60.00



Kathy J. Mataah, Register Alpena Co., MI

LIBER 267, PAGE 728

Continued

thence S01°25'47" E along the centerline of said Wessel Road (variable width) also being the E'ly line of said Section 14, T11N, R8E, also being the E'ly line of Alpena Township limits and E'ly line of Alpena City limits a distance of 2093.05 feet to the East 1/4 corner of said Section 14, T11N, R8E; thence continuing along the centerline of Wessel Road (variable width) also being the E'ly line of said Section 14, S01°25'47" E a distance of 2538.27 feet to the POB of the parcel herein described. ALSO EXCEPT therefrom a ROW of Wessel Road (variable width).

to the East 1/4 of the SW 1/4 of Section 11, T11N, R8E.

Land in the City of Alpena, County of Alpena, State of Michigan, to-wit:

1. A parcel of land being all of that part of Fractional Section 24, and the Easterly part of Fractional Section 23, T11N, R8E, situated Southerly of and adjoining the Southerly line of Ford Avenue (66 feet wide) and Northrly of and adjoining the Northrly line of Thunder Bay, Lake Huron, consisting of all of Gov't Lot 3, part of Gov't Lots 1, 2 and 4 and of the NW 1/4 of the NW 1/4 and part of the NE 1/4 of the NW 1/4 in said Fractional Section 24; and part of the S. M. Broadwell's Addition to the City of Alpena, part of D.B. Wright's Addition to the City of Alpena and part of Gov't Lots 1 and 2 in said Fractional Section 23, together with the parcels of unpatented lands lying lakeward of and adjoining the above described lands as set forth in a certain Deed dated December 5, 1957 and recorded in Liber 139 of Deeds, page 510, Alpena County Records, City of Alpena, Alpena County Michigan, all of above lands being more particularly described as:

Beginning at the intersection of the South line of Ford Avenue with the East line of said Fractional Section 24, said point being 33.00 feet South of the Northeast corner of said Fractional Section 24;

Thence due South along the East line of said Fractional Section 24 and said line extended South 999.77 feet to a point in the Northrly line of Thunder Bay, Lake Huron;

Thence along the Northrly line of Thunder Bay, Lake Huron, on the following 33 courses and distances:

- South 51°32'15" West 53.17 feet;
- South 16°01'17" West 582.70 feet;
- South 21°18'02" East 667.48 feet;
- South 16°49'39" West 185.27 feet;
- South 24°25'29" East 253.71 feet;
- South 18°15'40" West 410.31 feet;
- South 70°10'04" West 420.00 feet;
- South 85°55'50" West 490.00 feet;
- North 70°15'00" West 470.00 feet;
- North 25°15'00" West 445.00 feet;
- North 58°48'01" West 230.00 feet;
- North 83°17'09" West 284.45 feet;
- North 74°37'59" West 244.29 feet;
- South 83°46'54" West 162.87 feet;
- South 67°02'14" West 334.88 feet;
- South 45°57'51" West 436.29 feet;
- South 78°21'37" West 252.20 feet;
- South 64°43'43" West 386.25 feet;
- South 46°30'03" West 302.31 feet;
- South 20°07'49" West 265.00 feet;
- South 73°07'00" West 285.00 feet;
- South 32°48'02" West 210.00 feet;
- South 0°10'00" East 170.00 feet;
- South 37°58'14" West 301.30 feet;
- South 52°38'43" West 100.00 feet;
- North 37°21'17" West 267.88 feet;
- North 19°04'33" West 103.74 feet;
- North 62°37'50" West 675.68 feet;
- South 56°22'18" West 170.00 feet;
- South 9°57'38" East 210.00 feet;
- South 9°20'30" West 281.85 feet;
- South 74°48'30" West 260.00 feet;
- North 66°56'30" West 172.70 feet;

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To a point on the Southerly extension of the Easterly line of a parcel of land conveyed to Alpena Power Company by Deed recorded in Liber 102 of Deeds, page 226, Alpena County Records; Thence North 1°35'30" East 420.00 feet to the Northeast corner of land described in above mentioned Deed; Thence South 88°24'30" West 600.00 feet to the Northwest corner of land described in above mentioned Deed; Thence South 1°35'30" East, along the Westerly line of land described in above mentioned Deed and said Westerly line extended Southerly 355.00 feet to a point in the Northerly line of Thunder Bay, Lake Huron; Thence South 81°34'10" West along the line of said Thunder Bay, 240.24 feet to a point; Thence North 1°27'30" West continuing along the line of said Thunder Bay, 754.86 feet to a point; Thence South 30°46'30" West, continuing along the line of said Thunder Bay 397.62 feet to a point; Thence North 30°55'30" West 102.15 feet to a point on a concrete monument, said monument being South 30°55'30" East 535.10 feet (measured along a line common to lands of Lake Superior Cement Company and the Abitibi Corporation's Property) from the Southerly line of Ford Avenue (66.00 feet wide); Thence North 30°55'30" West 354.10 feet to a point; Thence North 59°04'30" East 280.00 feet to a point; Thence North 30°55'30" West 49.00 feet to a point; Thence North 59°04'30" East 219.80 feet to a point; Thence North 30°55'30" West 132.00 feet to a point on the Southerly line of Ford Avenue; Thence North 59°04'30" East along the Southerly line of said Ford Avenue, 333.20 feet to a point; Thence South 30°55'30" East 132.00 feet to a point; Thence North 59°04'30" East 66.00 feet to a point; Thence North 59°04'30" East along the Southerly line of said Ford Avenue 2117.45 feet to a point of curve; Thence Northeasterly continuing along the Southerly line of Ford Avenue on a curve to the left 101.18 feet (measured along the arc of said curve) to a point of tangent, said curve having a radius of 153.00 feet and a central angle of 37°11'23"; Thence North 21°11'27" East continuing along the line of said Ford Avenue, 21.85 feet to a point of curve; Thence Northeasterly continuing along the line of said Ford Avenue, on a curve to the right 382.56 feet (measured along the arc of said curve) to a point of tangent, said curve having a radius of 326.27 feet and a central angle of 47°10'51"; Thence North 88°22'18" East, continuing along the Southerly line of said Ford Avenue, 778.81 feet to a point; Thence South 79°28'36" East, continuing along the Southerly line of said Ford Avenue 1919.12 feet to a point; Thence North 88°22'18" East, continuing along the Southerly line of said Ford Avenue, 505.57 feet to a point of curve; Thence Northeasterly continuing along the line of Ford Avenue on a curve to the left, 824.57 feet (measured along the arc of said curve) to a point of tangent, said curve having a radius of 1306.56 feet and a central angle of 36°09'34"; Thence North 52°25'47" East, continuing along the line of said Ford Avenue, 203.18 feet to a point of curve; Thence Northeasterly continuing along the line of said Ford Avenue on a curve to the left 536.16 feet (measured along the arc of said curve) to a point of tangent, said curve having a radius of 581.74 feet and a central angle of 52°48'21"; Thence North 0°22'37" West, continuing along the line of Ford Avenue 488.21 feet to a point, said point being 33.00 feet (measured at right angles) from the North line of said Fractional Section 24; Thence North 88°16'17" East parallel to the North line of said Fractional Section 24, 195.06 feet to the Point of Beginning, containing 298.383 acres of land, more or less.

BEING a parcel of land being a part of Gov't lots 1, 2 and 3 of Fractional Section 24, T11N, R8E, E1/4 of Alpena, Alpena County, Michigan and being more particularly described as follows commencing at the SW corner of Fractional Section 24, T11N, R8E, City of Alpena, Alpena County, Michigan; thence S00°36'21" E along the W'ly line of said Fractional Section 24, T11N, R8E, a distance of 250.10 feet to a point on the S'ly line of Detroit and Mackinac Railroad (Avery Branch); thence S63°50'30" E along said S'ly line of Detroit and Mackinac Railroad (Avery Branch) a distance of 1258.42 feet to a point on the S'ly line of Ford Road (66 feet wide); thence N88°22'18" E along the S'ly line of said Ford Road (66 feet wide) a distance of 205.25 feet to a point on the E'ly line of Gov't Lot 4 of said Fractional Section 24, T11N, R8E; thence S01°23'45" E along the E'ly line of said Gov't Lot 4 of said Fractional Section 24, T11N, R8E, a distance of 800.00 feet to the S'ly line of said Ford Road (66 feet wide); thence N88°22'18" E along the S'ly line of said Ford Road (66 feet wide) a distance of 122.97 feet to a point; thence continuing along the S'ly line of said Ford Road (66 feet wide) S79°28'36" E a distance of 96.00 feet to the POB of the parcel herein described; thence continuing S26°25'57" E along the S'ly line of said Ford Road (66 feet wide) a distance of 972.06 feet to a point; thence continuing along the S'ly line of said Ford Road (66 feet wide) S26°25'57" E a distance of 306.00 feet to a point; thence continuing along the S'ly line of said Ford Road (66 feet wide) along a curve to the left having a central angle of 26°25'57" and a radius of 1306.16 feet, an arc length of 351.05 feet, a chord bearing S26°25'57" E a distance of 450.00 feet; thence S26°15'57" E a distance of 656.50 feet to a point; thence S18°01'45" E a distance of 940.79 feet to a point; thence S82°59'22" E a distance of 290.61 feet to a point; thence N81°18'07" W a distance of 2136.46 feet to a point; thence S63°14'12" W a distance of 753.92 feet to a point; thence N04°12'07" E a distance of 601.84 feet to a point; thence S78°52'40" E a distance of 479.91 feet to a point; thence S10°34'25" E a distance of 363.80 feet to the POB of the parcel herein described.

Continued on next page



11. CONTINUED

Also to BEP the following described premises situated in the City of Alpena, County of Alpena, State of Michigan, commencing at the NW corner of Section 24, T31N, R5E; thence N89°23'06" E 1822.37 feet along the North line of Section 24; thence at right angles S00°36'54" E 1337.78 feet to the POB; thence S78°03'58" E 105.00 feet; thence at right angles S11°56'02" W 160.00 feet; thence at right angles N78°03'58" W 105.00 feet; thence at right angles N11°56'02" E 160.00 feet to the POB; being a part of the NW 1/4 of Section 24, T31N, R5E.

12. A parcel of unpatented Lake Huron bottom lands lying lakeward from the toe of underwater slope of the present bank of the existing shore of Lake Huron known as Thunder Bay, situated opposite, adjacent, and contiguous to Gov't Lots 3 and 4, said unpatented bottom lands also lying Southerly of and adjoining in part the Southerly lands described in Liber 139 of Doods, page 510, Alpena County Records, and more particularly described as follows: Commencing at the Northeast corner of Fractional Section 24, said point also being the Northeast corner of Gov't Lot 1; Thence due South along the East line of said Fractional Section 24 (East line of said Gov't Lot 1) and said line extended in a direct line Southerly 1,032.77 feet to a point; Thence on the following 16 courses and distances to the Point of Beginning of the parcel herein described:
- South 52°32'15" West 53.17 feet;
 - South 16°01'17" West 582.70 feet;
 - South 21°18'02" East 667.48 feet;
 - South 16°49'35" West 185.27 feet;
 - South 24°25'29" East 253.71 feet;
 - South 18°15'40" West 410.31 feet;
 - South 70°10'04" West 420.00 feet;
 - North 85°55'50" West 490.00 feet;
 - North 70°15'00" West 470.00 feet;
 - North 25°15'00" West 445.00 feet;
 - North 58°48'01" West 230.00 feet;
 - North 83°17'09" West 284.45 feet;
 - North 74°37'59" West 244.29 feet;
 - South 31°46'54" West 162.87 feet;
 - South 67°02'14" West 334.88 feet;
 - South 15°57'51" West 436.29 feet to a point, said point being the extreme Easterly point and the Point of Beginning of the parcel herein described;
- Thence on the following 8 courses and distances:
- South 49°33'20" West 1,698.70 feet;
 - North 0°10'00" West 170.00 feet;
 - North 32°48'02" East 210.00 feet;
 - North 33°07'00" East 285.00 feet;
 - North 20°07'49" East 265.00 feet to a point, said point being 3,126.29 feet Southerly (measured at right angles) from the Northerly line of said Fractional Section 24; North 46°30'03" East 302.31 feet;
 - North 64°43'43" East 386.25 feet;
 - North 78°21'37" East 252.20 feet to the Point of Beginning. Being a part of Section 24, T31N, R5E, City of Alpena, Alpena County, Michigan, and containing 5.72 acres, more or less.



13. A parcel of unpatented Lake Huron bottom lands lying lakeward from the toe of underwater slope of the present bank of the existing shore of Lake Huron known as Thunder Bay, situated opposite, adjacent, and contiguous to Gov't Lot 4, Fractional Section 23 and Gov't Lot 1, Fractional Section 23, said unpatented bottom lands also lying South of and adjoining the Southerly end of lands described in Liber 139 of Deeds, page 511, Alpena County Records, and more particularly described as follows:

Commencing at the Northeast corner of Fractional Section 24, said point also being the Northeast corner of Gov't Lot 1; Thence due South along the East line of said Fractional Section 24 (East line of said Gov't Lot 1) and said line extended in a direct line Southerly 1,032.77 feet to a point; Thence on the following 25 courses and distances to a point of beginning of the parcel herein described:

- South 52°32'15" West 53.17 feet;
- South 16°01'17" West 582.70 feet;
- South 21°18'02" East 667.48 feet;
- South 16°49'39" West 185.27 feet;
- South 24°25'29" East 253.71 feet;
- South 18°15'40" West 410.31 feet;
- South 70°10'04" West 420.00 feet;
- North 85°55'50" West 490.00 feet;
- North 70°15'00" West 470.00 feet;
- North 25°15'00" West 445.00 feet;
- North 58°44'01" West 230.00 feet;
- North 83°17'09" West 284.45 feet;
- North 74°27'59" West 244.29 feet;
- South 83°46'54" West 162.87 feet;
- South 67°02'14" West 334.88 feet;
- South 45°57'51" West 436.29 feet;
- South 78°21'37" West 252.20 feet;
- South 64°43'43" West 386.25 feet;
- South 46°30'03" West 302.31 feet;
- South 20°07'49" West 265.00 feet;
- South 72°07'00" West 285.00 feet;
- South 32°48'02" West 210.00 feet;
- South 0°10'00" East 170.00 feet;
- South 37°58'14" West 301.30 feet;

South 52°38'43" West 100.00 feet to a point, said point being the extreme Southeasterly corner and the Point of Beginning of the parcel herein described; Thence South 87°36'30" West 1,371.25 feet to a point; Thence North 1°35'30" West 34.83 feet to a point, said point lying Southerly on a course South 1°35'30" East 2,011.03 feet from the Southerly line of Ford Avenue (66.00 feet wide); Thence following along the Southerly line of lands as described in Liber 139 of Deeds, page 511, Alpena County Records, with the following

- 8 courses and distances:
- South 88°56'30" East 172.70 feet;
- North 74°48'30" East 260.00 feet;
- North 9°20'30" East 281.85 feet;
- North 7°57'38" West 210.00 feet;
- North 56°22'18" East 170.00 feet;
- South 62°37'50" East 675.68 feet;
- South 19°04'33" East 103.74 feet;

South 37°21'17" East 267.88 feet to the Point of Beginning. Being a part of Sections 23 and 24, T11N, R8E, City of Alpena, County of Alpena, Michigan, and containing 9.58 acres of land, more or less.



REF 267 REF 732

- 1. PARCEL B: Commencing at the Section corner common to Sections 13, 14, 23 and 24, T31N,R8E, Michigan Meridian; Thence South 1°00'8" East 280.50 feet to the Point of Beginning, said point being on the South side of the D & M right-of-way and on Section line; Thence South 63°55'4" East 1256.03 feet along the Southerly right-of-way line of the D & M right-of-way; Thence South 88°17'44" West 462.15 feet; Thence along the arc of a curve 462.67 feet whose deflection is 67°45'45" left and whose tangent is 263.41 feet and whose radius is 392.27 feet; Thence South 20°32'00" West 251.22 feet; Thence along the arc of a curve 58.33 feet whose deflection is 38°24'45" right and whose tangent is 30.32 feet and whose radius is 87.00 feet; Thence South 58°56'45" West 209.17 feet to the Section line; Thence North 1°00'8" West 1209.29 feet to the Point of Beginning. All being a part of Gov't Lot 4 and the NW of the NW of Section 24, T31N,R8E, in the City of Alpena, Michigan.
- 2. PARCEL D: Commencing at the Section corner common to Sections 13, 14, 23 and 24, T31N,R8E, Michigan Meridian; Thence South 1°00'8" East 280.5 feet to the Point of Beginning; Thence South 1°00'8" East 1209.29 feet to the North right-of-way line of Ford Avenue; Thence South 59°4'30" West 393.17 feet; Thence North 30°55'30" West 375.2 feet; Thence South 88°11'30" West 189.2 feet; Thence South 30°55'30" East 224.24 feet; Thence South 59°4'30" West 82.5 feet; Thence South 30°55'30" East 244.0 feet; Thence South 59°04'30" West 247.3 feet to the East right-of-way line of Humber Road; Thence North 30°55'30" West 410.02 feet; Thence North 18°47'30" West 220.7 feet; Thence North 3°21'30" West 1358.6 feet; Thence North 88°10'30" East 561.02 feet; Thence South 63°55'4" East 599.24 feet to the Point of Beginning. Being a part of the NW of the NW of Section 23, T31N,R8E, part of Gov't Lot 1, Section 23, Lots 1, 2, 3, 7, 8, 11, 12, 13, 14, Block 4 of Broadwell's Addition and Block 6 of Broadwell's Addition to the City of Alpena, Michigan.
- 3. PARCEL E: Commencing at the Section corner common to Sections 13, 14, 23 and 24, T31N,R8E, Michigan Meridian; Thence South 1°00'8" East 1499.79 feet; Thence South 59°4'30" West 1167.87 feet along the North right-of-way line of Ford Avenue to the Point of Beginning; Thence South 59°4'30" West 380.90 feet; Thence North 30°55'30" West 198.07 feet; Thence North 59°4'30" East 164.0 feet; Thence North 0°37'30" West 636.30 feet; Thence South 88°11'30" West 148.70 feet; Thence North 40°27'30" West 65.00 feet; Thence South 49°32'30" West 793.55 feet; Thence North 40°35'30" West 569.10 feet; Thence South 88°11'30" West 115.50 feet; Thence North 30°55'30" West 1357.90 feet; Thence North 88°10'30" East 1460.60 feet; Thence South 3°21'30" East 1358.60 feet; Thence South 18°47'30" East 264.99 feet; Thence South 49°4'30" West 150.8 feet; Thence South 30°55'30" East 189.05 feet; Thence South 59°4'30" West 59.4 feet; Thence South 30°55'30" East 183.15 feet to the Point of Beginning. Being a part of the NW of the NW of the NW of the NW, part of Gov't Lot 1, part of Gov't Lot 2, Lot C of Humber Addition and part of Lot D of Humber Addition to the City of Alpena, all in Section 23, T31N,R8E, City of Alpena, Michigan.
- 4. PARCEL J: Situated in the City of Alpena, County of Alpena, State of Michigan described as: Lots 1, 2, 3, 7, 8, 11, 12, 13 and 14, Block 4 of Broadwell's Addition and a parcel of land described as all that part of Block 6 of Broadwell's Addition and a parcel of land described as follows: Beginning at a point in the North 1/8 line of Section 23, T31N,R8E, said point being 216 feet Easterly from the North and South 1/8th. line of said Section 23; Thence running Southeasterly to the Northwest corner of Lot 14, Block 4 of Broadwell's Addition.
- 5. Lots 4,5,6,9 and 10 in Block 4 of S. M. Broadwell's Addition to the City of Alpena, a subdivision recorded in Liber 1 of Plats, page 31, Alpena County Records.
 NOTE: Reference to Broadwell's Addition is actually referring to S.M. Broadwell's Addition, the initials S.M. were inadvertently omitted in recorded deeds.

19. The N $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, T31N,R6E, except part acquired for widening of State Highway M-32 (120 feet and 200 feet wide) containing 73.8953 acres.
20. The S $\frac{1}{4}$ of the S $\frac{1}{4}$ and the S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19, T31N,R7E, except part acquired for widening of State Highway M-32 (120 feet wide) containing 158.3535 acres.
21. The N $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29, T31N,R7E, except part acquired for widening of State Highway M-32 (120 feet wide) containing 78.3349 acres.
22. The N $\frac{1}{4}$ of Section 30, T31N,R7E, except part acquired for widening of State Highway M-32 (120 feet wide) except portion within Detroit and Mackinac Railway right of way (100 feet wide) containing 310.9566 acres.
The E $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, T31N,R7E except portion within Detroit and Mackinac Railway right of way (100 feet wide) containing 79,9482 acres.
The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, T31N,R7E, except portion within Detroit and Mackinac Railway right of way (100 feet wide) containing 40.8163 acres.
The W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, T31N,R7E, except portion within Detroit and Mackinac Railway right of way (100 feet wide) containing 21.0016 acres.
EXCEPT M-32 right of way on all lands recited above adjacent to said right of way.



L- 399 P- 328
07/14/2000 01:18
Page: 11 of 26

Kathy J. Matash, Register Alpena Co., MI COVD 60.00

EXHIBIT B

RECORDED
ALPENA COUNTY, MI.

SEP 10 3 36 PM '90

LIBER 290 PAGE 907-17 *Carol J. Bommersfeld*

REGISTER OF DEEDS

DEED WITH COVENANTS

The Grantor, NATIONAL GYPSUM COMPANY, a corporation created and existing under the laws of the State of Delaware, the address of which is 4500 Lincoln Plaza, 500 North Akard, Dallas, Texas 75201, hereby conveys in fee simple, grants, bargains, sells, remises, aliens, assigns and confirms to the Grantee, LAFARGE CORPORATION, a corporation created and existing under the laws of the State of Maryland, the address of which is 11130 Sunrise Valley Drive, Reston, Virginia 22090, and which is successor by intermediate mergers to General Portland, Inc., a Delaware corporation, all those certain pieces or parcels of land, and all rights, interests and privileges of the Grantor in and to or related to all those certain pieces or parcels of land that are situated and lying in the City of Alpena or Township of Alpena, County of Alpena, State of Michigan, that the Grantor has not heretofore conveyed to the Grantee or the Grantee's subsidiary and that the Grantor owned on April 16, 1986, the date of that certain Asset Acquisition Agreement by and between the Grantor and the Grantee, which lands so conveyed hereby include but are not limited to substantially all of the property described in Exhibit A annexed hereto and incorporated herein; but excluding those pieces or parcels of land described in Exhibit B annexed hereto and incorporated herein;

Together with all and singular the improvements, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion or reversions, remainder or remainders, rents, issues and profits thereof;

Subject to easements and restrictions of record and further subject to any restriction, exception or limitation expressly reserved in the recorded conveyance or instrument by which the Grantor or any of its predecessors by merger acquired its interest in any such piece or parcel of land;

All for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by the Grantee to the Grantor, receipt of which is hereby acknowledged;

To have and to hold the premises hereby conveyed together with the improvements, tenements, hereditaments and appurtenances thereof unto the Grantee, its successors and assigns forever.

ALPENA CO. ALPENA, MICH 9/10 1990
I hereby certify that there are no tax liens or titles held by the State on lands described herein, and that there are no tax liens or titles held by individuals on said lands, for the five years preceding the 10th day of Sept., 1990, and that all taxes for said five years are paid as shown by the records of this office. This certificate does not apply to taxes, if any, now in process of collection by township, city or village treasurer.
Quel... County Treasurer
(Sec 175, Act 206, 1893 as amended - Sec 3531 CL 1929)



L- 399 P- 328
07/14/2000 01:18
Page: 12 of 26

Kathy J. Matash, Register Alpena Co., MI COVD 80.00



And the Grantor, for itself, its successors and assigns, does hereby covenant, grant, bargain and agree to and with the Grantee, its successors and assigns:

First, with respect to all of those pieces or parcels of land described in Exhibit A annexed hereto which the Grantor owned on April 16, 1986 and has not heretofore conveyed to the Grantee or the Grantee's subsidiary, and with respect to which the Grantor or its predecessor by merger acquired and took title by warranty deed (other than a special warranty deed limited to acts or omissions of the grantor in said deed): that the Grantor is lawfully seized of such pieces and parcels of land, has good right to convey the same, and guarantees the quiet possession thereof; that the same are free of all encumbrances other than those easements, restrictions, exceptions and limitations to which this Deed is expressly hereinabove made subject; that the Grantor and its successors and assigns at the request of the Grantee, or its successor or assign, will make and deliver all such further assurances for the more effectual conveying of the pieces or parcels of land as so described and rights therein as may be reasonably requested, and that the Grantor and its successors and assigns shall forever warrant and defend the title to all such pieces or parcels of land against all lawful claims of all persons whomsoever;

Second, with respect to all of those pieces or parcels of land described in Exhibit A annexed hereto which the Grantee owned on April 16, 1986 and has not heretofore conveyed to the Grantee or the Grantee's subsidiary, and with respect to which the Grantor or its predecessor by merger acquired and took title by special warranty deed (that is, a deed the warranties of which were limited to the acts or omissions of the grantor in said deed), or quit claim deed: that the Grantor and all of its predecessors by merger have not heretofore done, committed or wittingly or willingly suffered to be done or committed any act, matter or thing, or omitted any act, matter or thing whatsoever whereby any of such pieces or parcels of land or any part thereof or right therein is or shall or may be charged or encumbered in title, estate or otherwise howsoever.

This Deed is given pursuant to the exercise by the Grantee as successor by merger to the said General Portland Inc. of the option to purchase the above described premises as set forth in "Article II THE FARM PREMISES" in that certain Option Agreement, dated December 2, 1986 (which is summarized in a certain Memorandum of Option dated December 30, 1986 recorded in Liber 267, Page 734, Alpena County Records), and in satisfaction

LIBER 290 PAGE 909

and discharge of the obligations existing under said Article II of the Option Agreement.

Dated this 17th day of January, 1990.

Signed in the presence of:

Nancy A. West
Nancy A. West
Lalona Vesce
Lalona Vesce

Signed:

NATIONAL GYPSUM COMPANY
(Corporate Seal)

By: J. Michal Conaway
Its: Vice President and Chief Financial Officer
By: Edward A. Porter
Its: Secretary

STATE OF TEXAS }
COUNTY OF Dallas } SS

On this 17th day of January, 1990, before me a Notary Public within and for said County, personally appeared J. Michal Conaway and Edward A. Porter to me personally known, who, being each by me duly sworn, did say that they are respectively the VP & CFO and the Secretary of NATIONAL GYPSUM COMPANY, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J. Michal Conaway and Edward A. Porter acknowledged said instrument to be their free act and deed and the free act and deed of said corporation.



J. Gaylene Cochran
Notary Public,
Dallas County, Texas
My commission expires: 10/10/92



Drafted by:
Patrick J. Ledwidge
whose business address is
800 First National Bldg.
Detroit, MI 48226

When recorded, return to:
John J. Lesko
Lafarge Corporation
4000 Town Center, Suite 2000
P. O. Box 887
Southfield, MI 48037

- 012 - 002 - 000 - 761 - 00 ✓
- 012 - 011 - 000 - 051 - 00 ✓
- 013 - 025 - 000 - 770 - 00 ✓ (TW)
- 013 - 035 - 000 - 251 - 00 ✓
- 013 - 036 - 000 - 850 - 00 ✓
- 014 - 008 - 000 - 001 - 00 ✓
- 014 - 009 - 000 - 501 - 00 ✓
- 014 - 016 - 000 - 751 - 00 ✓
- 014 - 017 - 000 - 001 - 00 ✓
- 014 - 020 - 000 - 101 - 00 ✓
- 014 - 021 - 000 - 001 - 00 ✓
- 014 - 027 - 000 - 251 - 00 ✓
- 014 - 028 - 000 - 101 - 00 ✓
- 014 - 029 - 000 - 148 - 00 ✓
- 014 - 029 - 000 - 166 - 00 ✓
- 014 - 029 - 000 - 182 - 00 ✓
- 014 - 033 - 000 - 001 - 00 ✓
- 015 - 031 - 000 - 090 - 00 ✓
- 018 - 245 - 000 - 015 - 00 ✓
- 018 - 245 - 000 - 050 - 00 ✓
- 018 - 245 - 000 - 062 - 00 ✓
- 018 - 245 - 000 - 075 - 00 ✓

part of 012-014-000-021-00 ✓

Send future tax bills to:
Lafarge Corporation
Tax Department
4000 Town Center, Suite 2000
Southfield, MI 48037
P.O. Box 887

HMB/21146/0006/AE9/8



EXHIBIT A

- ✓ 12-2-761 -
 Parcel 1: The Northeast 1/4 of the Southeast 1/4 of Section 2, Township 31 North, Range 8 East, Alpena Township, Alpena County, State of Michigan.
- ✓ 12-11-51 -
 Parcel 2: The North 1/2 of the Northeast 1/4 except the South 148.5 feet of the North 374.5 feet of the East 181.5 feet thereof and the East 1/2 of the Southwest 1/4 of Section 11, Township 31 North, Range 8 East, Township of Alpena, County of Alpena, State of Michigan.
- ✓ 14-8-1 -
 Parcel 3: The East 1/2 of the Northeast 1/4, and the Southeast 1/4 of Section 8, Township 31 North, Range 9 East, Township of Alpena, County of Alpena, State of Michigan.
- ✓ 14-9-501 -
 Parcel 4: The Northeast 1/4 of the Southwest 1/4 and the West 1/2 of the Southwest 1/4 and the Northeast 1/4 of the Southeast 1/4 and the West 1/2 of the Southeast 1/4 of Section 9, Township 31 North, Range 9 East, Township of Alpena, County of Alpena, State of Michigan, except a strip of land 100 feet wide across the Southeast 1/4 of said section comprising the Detroit and Mackinac Railway Company right of way.
- ✓ 14-16-751 -
 Parcel 5: The South 1/2 of the Southeast 1/4 and the South 1/2 of the Southwest 1/4 of Section 16, Township 31 North, Range 9 East, Township of Alpena, County of Alpena, State of Michigan.
- ✓ 14-17-1 -
 Parcel 6: The Northeast 1/4 and the Southeast 1/4 of Section 17, Township 31 North, Range 9 East, Township of Alpena, County of Alpena, State of Michigan, except a strip of land 100 feet wide comprising the Detroit and Mackinac Railway Company right of way.
- ✓ 14-20-101 -
 Parcel 7: Government Lots 1, 2, 3, 4, 5 and 6, the East 1/2 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 31 North, Range 9 East, Township of Alpena, County of Alpena, State of Michigan except a strip of land 100 feet in width comprising the Detroit and Mackinac Railway Company right of way.
- ✓ 14-21-001 -
 Parcel 8: The entire Section 21 of Township 31 North, Range 9 East, Township of Alpena, County of Alpena, State of Michigan.
- ✓ 14-27-251 -
 Parcel 9: The Northwest 1/4 of Section 27, Township 31 North, Range 9 East, Township of Alpena, County of Alpena, State of Michigan.
- ✓ 14-29-101 -
 Parcel 10: The entire Section 28 of Township 31 North, Range 9 East, Township of Alpena, County of Alpena, State of Michigan, except a portion thereof described as follows: Beginning at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 28, thence North 5 degrees 44 minutes East 376.6 feet; thence South 34 degrees 45 minutes East 257.4 feet; thence South 17 degrees East to the South line of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence West to the point of beginning, also except a strip of land 100 feet in width comprising the Detroit and Mackinac Railway Company right of way.



LIBER 290 PAGE 912

14-29-144
 Parcel 11: The North 1/2 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 and Government Lots 1, 2, 3, 4, 5, and 6, Section 29, Township 31 North, Range 9 East, except North Pointe Shores Subdivision. Also except commencing at the Southwest corner of Lot 43 of North Pointe Shores Subdivision; thence North 58 degrees 13 minutes West 164.9 feet; thence North 30 1/4 degrees West 161.7 feet; thence North 8 1/2 degrees East 302.9 feet; thence North 13 1/2 degrees West 202.1 feet; thence North 46 degrees West 132 feet; thence North 59 degrees 23 minutes West 351.8 feet; thence North 13 degrees 08 minutes West 102 feet; thence North 1 degree 36 minutes West 139.1 feet; thence North 22 degrees 21 minutes West 500.4 feet; thence North 20 degrees 10 minutes West 331.5 feet; thence North 29 degrees 04 minutes West 309.4 feet; thence North 04 minutes West 144.3 feet; thence South 66 degrees West 225.5 feet to the shore of Thunder Bay; thence Southeasterly along shore line to the point of beginning.

14-29-142
 ALSO Commencing at the Northeast corner of Lot 43 of North Pointe Shores Subdivision; thence North 30 degrees 15 minutes West 161.7 feet; thence North 8 degrees 30 minutes East 302.9 feet; thence North 13 1/2 degrees West 202.1 feet; thence North 46 degrees West 132 feet; thence North 59 degrees 23 minutes West 351.8 feet; thence North 13 degrees 08 minutes West 102 feet; thence North 1 degree 36 minutes West 139.1 feet; thence North 22 degrees 21 minutes West 500.4 feet; thence North 20 degrees 10 minutes West 271.9 feet to the point of beginning; thence North 20 degrees 10 minutes West 59.6 feet; thence North 29 degrees 04 minutes West 140.9 feet; thence South 66 degrees West 113.2 feet to Bay Shore; thence Southerly along shore to a point South 66 degrees West from the point of beginning; thence North 66 degrees East 165.5 feet to the point of beginning, part of Government Lot 1, Section 29, Township 31 North, Range 9 East.

14-29-166
 ALSO Commencing at the Northeast corner of Lot 43 of North Pointe Shores Subdivision; thence North 30 degrees 15 minutes West 161.7 feet; thence North 8 degrees 30 minutes East 302.9 feet; thence North 13 degrees 30 minutes West 202.1 feet; thence North 46 degrees West 132 feet; thence North 59 degrees 23 minutes West 351.8 feet to the point of beginning; thence North 13 degrees 08 minutes West 102 feet; thence North 1 degree 36 minutes West 108.4 feet; thence South 66 degrees West 203.5 feet to Bay Shore; thence Southerly along shore to a point South 66 degrees West from the point of beginning; thence North 66 degrees East 239 feet to the point of beginning, part of Government Lot 2, Section 29, Township 31 North, Range 9 East.

18-245-015 18-245-050 18-245-625 18-245-75
 Parcel 12: Lots 5, 6, 19, 20, 24, 26, 27, 28 and 29 of North Pointe Shores, a subdivision recorded in Liber 2 of Plats, Page 26 of Alpena County Records.

14-33-1
 Parcel 13: The North 1/2 of the Northeast 1/4, and the Northeast 1/4 of the Northwest 1/4 and Government Lots 1, 2, 3, and 4 of Section 33, Township 31 North, Range 9 East, Township of Alpena, County of Alpena, State of Michigan, except a portion thereof described as follows: Beginning at the Northwest corner of Government Lot 1; thence East 210 feet; thence South 17 degrees East 504.5 feet; thence South 24 degrees 30 minutes East 944.7 feet; thence South 38 degrees 25 minutes East 365.5 feet; thence South 65 degrees 30 minutes East 239 feet to the shore of Thunder Bay; thence Northwesterly along the shore line to the point of beginning.



LIBER 290 PAGE 913

17-35-251 -

Parcel 14: The Northwest 1/4, except a parcel 233 feet square in the Northwest corner thereof, and the East 1/2 of the Southwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 32 North, Range 8 East, Township of Alpena, County of Alpena, State of Michigan.

18-26-850 -

Parcel 15: The Southeast 1/4 of the Southeast 1/4 of Section 36, Township 32 North, Range 8 East, Township of Alpena, County of Alpena, State of Michigan.

15-31-070 -

Parcel 16: The Southwest 1/4 of the Northeast 1/4, and the South 1/2 of the Northwest 1/4, except a 36 foot wide strip on the West side, and the Northeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4, except a 36 foot-wide strip on the West side, all in Section 31, Township 32 North, Range 9 East, Township of Alpena, County of Alpena, State of Michigan.



EXHIBIT B

DESCRIPTION - KILN DUST AREA
SOUTH OF FORD ROAD EAST OF MAIN PLANT

250-200-250

A parcel of land being a part of Government Lots 1, 2, and 3 of Fractional Section 24, Town 31 North, Range 8 East, City of Alpena, Alpena County, Michigan and being more particularly described as follows:

Commencing at the Northwest corner of Fractional Section 24, T.31 N., R.8 E., City of Alpena, Alpena County, Michigan thence S.00°36'21"E. along the westerly line of said Fractional Section 24, T.31 N., R.8 E., a distance of 280.10 feet to a point on the southerly line of Detroit and Mackinac Railroad (Avery Branch); thence S.63°50'30"E. along said southerly line of Detroit and Mackinac Railroad (Avery Branch) a distance of 1258.42 feet to a point on the northerly line of Ford Road (66 feet wide); thence N.88°22'18"E. along the northerly line of said Ford Road (66 feet wide) a distance of 204.25 feet to a point on the easterly line of Government Lot 4 of said Fractional Section 24, T.31 N., R.8 E; thence S.01°23'45"E.; along the easterly line of said Government Lot 4 of said Fractional Section 24, T.31 N., R.8 E., a distance of 66.00 feet to the southerly line of said Ford Road (66 feet wide); thence N.88°22'18"E. along the southerly line of said Ford Road (66 feet wide) a distance of 122.97 feet to a point; thence continuing along the southerly line of said Ford Road (66 feet wide) S.79°28'36"E. a distance of 947.06 feet to the point of beginning of the parcel herein described:

Thence continuing S.79°28'36"E. along the southerly line of said Ford Road (66 feet wide) a distance of 972.06 feet to a point;

Thence continuing along the southerly line of said Ford Road (66 feet wide) N.88°35'21"E. a distance of 505.57 feet to a point;

Thence continuing along the southerly line of said Ford Road (66 feet wide) along a curve to the left having: a central angle of 15°23'57", a radius of 1306.16 feet, an arc length of 351.05 feet, a chord bearing of N.80°53'23"E. a distance of 350.00 feet;





LIBER 290 PAGE 915

- Thence S.26°15'57"E. a distance of 656.50 feet to a point;
- Thence S.18°01'45"E. a distance of 940.79 feet to a point;
- Thence S.82°59'22"W. a distance of 299.61 feet to a point;
- Thence N.83°18'07"W. a distance of 2136.46 feet to a point;
- Thence N.45°34'12"W. a distance of 753.92 feet to a point;
- Thence N.04°12'07"E. a distance of 403.84 feet to a point;
- Thence N.78°52'40"E. a distance of 479.91 feet to a point;
- Thence N.10°53'25"E. a distance of 363.80 feet to the point of beginning of the parcel herein described.

Containing: 77.5791 Acres



LIBER 290 PAGE 916

DESCRIPTION - INACTIVE QUARRY LOCATED NORTHERLY OF THE
DETROIT & MACKINAC RAILWAY & WESTERLY OF
WESSEL ROAD

12-14-021-
91-14-519

A parcel of land being a part of the Northeast 1/4 of Section 14, Town 31 North, Range 8 East, Alpena Township, Alpena County, Michigan and part of the southeast 1/4 of Section 14, Town 31 North, Range 8 East, City of Alpena, Alpena County, Michigan being more particularly described as follows:

Beginning at the southeast 1/4 of said Section 14, T.31 N., R.8 E., thence S.88°30'07"W. along the southerly line of said Section 14, T.31 N., R.8 E., also being the southerly line of Wessel Road (66 feet wide) a distance of 323.35 feet to a point on the northeasterly line of the Detroit & Mackinac Railway (100 feet wide);

Thence N.63°50'30"W. along the northeasterly line of said Detroit & Mackinac Railway a distance of 2396.14 feet to a point of curvature to the left;

Thence continuing along said northeasterly line of said Detroit & Mackinac Railway along a curve to the left having: a central angle of 6°52'38", a radius of 1687.28 feet, an arc length of 202.53 feet, a chord bearing of N.67°16'49"W. and a chord distance of 202.40 feet to a point on the north & south 1/4 line of said Section 14, T.31 N., R. 8 E.;

Thence N.01°56'04"W. along said north & south 1/4 line of said Section 14, T.31 N., R. 8 E., a distance of 1412.93 feet to the center of said Section 14, T.31 N., R. 8 E., also being the northerly line of the Alpena City limits and also the southerly line of the Alpena Township limits;

Thence N.01°56'04"W. along the north & south 1/4 line of said Section 14, T.31 N., R. 8 E., a distance of 1302.92 feet to a point;

Thence N.58°50'30"E. a distance of 1424.63 feet to a point;



LISER 290 PAGE 917

Thence N.87°52'59"E. a distance of 1418.65 feet to a point on the easterly line of said Section 14, T.31 N., R. 8 E., also being the centerline of Wessel Road (variable width); also being the easterly line of Alpena Township limits and the westerly line of Alpena City limits;

Thence S.01°25'47"E. along the centerline of said Wessel Road (variable width) also being the easterly line of said Section 14, T.31 N., R. 8 E., also being the easterly line of Alpena Township limits and westerly line of Alpena City limits a distance of 2093.05 feet to the east 1/4 corner of said Section 14, T. 31 N., R. 8 E.;

Thence continuing along the centerline of Wessel Road (variable width) also being the easterly line of said Section 14 S.01°25'47"E. a distance of 2538.27 feet to the point of beginning of the parcel herein described.

Containing 238.24 Acres, more or less.

EXHIBIT C

ARTICLES OF MERGER
MERGING
CITADEL HOLDINGS INC. (A MD CORP.)
INTO
LAFARGE CORPORATION (A MD CORP.) SURVIVOR

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 29, 1988 AT 9:40 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED. Effective: 1/29/88, at 3:00 PM

OFFICE SEARCH AND
CARTAGE ALIEN FILE FEE
RECORDING
FEE PAID \$ 20.00
SPECIAL
REPAIR \$

TO THE CLERK OF THE COURT OF BALTIMORE CITY drb

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INCUMBRANCES THEREON, HAS
BEEN RECEIVED APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

STATE OF MARYLAND A 242224 5
I hereby certify that this is a true and complete copy of page 28-94
of the original instrument filed in the office of the
CLERK OF THE COURT OF BALTIMORE CITY
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
This stamp replaces the previous certification system. Effective: 10/84

L- 399 P- 328
07/14/2000 01:18
Page: 23 of 26
Kathy J. Matash, Register Alpena Co., MI COVD 60.00

SIXTH: No amendment to the Charter of Lafarge is to be effected as a part of the merger.

SEVENTH: The total number of shares of stock of all classes which Lafarge has authority to issue is 140,108,875 shares, of which 98,700,000 shares are Common Stock (par value \$1.00 per share), 2,400,000 shares are \$1.88 Convertible Preferred Stock (par value \$1.00 per share), 2,000 shares are First Preferred Stock (par value \$1.00 per share), 6,875 shares are Second Preferred Stock (par value \$1.00 per share), 9,000,000 shares are Third Preferred Stock (par value \$1.00 per share) and 30,000,000 shares are Voting Stock (par value \$0.0001 per share). The aggregate par value of all the shares of stock of all classes of Lafarge is \$110,111,875. The total number of shares of stock of all classes which Citadel has authority to issue is 13,000 shares, of which 3,000 shares are Common Stock (par value \$1.00 per share), 3,000 shares are First Preferred Stock (par value \$1.00 per share) and 7,000 shares are Second Preferred Stock (par value \$1.00 per share). The aggregate par value of all the shares of stock of all classes of Citadel is \$13,000.

EIGHTH: The merger does not increase the authorized stock of Lafarge.

NINTH: The manner and basis of converting or exchanging issued stock of the merging corporations into different stock of a corporation or other consideration and the treatment of any issued stock of the merging corporations not to be converted or exchanged are as follows:

(a) Each issued and outstanding share of each class of the stock of Lafarge on the effective date of the merger shall continue, without change, to be an issued and outstanding share of stock of Lafarge.

(b) Each issued and outstanding share of the Common Stock of Citadel on the effective date of the merger, all of which shares are held by Lafarge, shall, upon effectiveness and without further act, be cancelled.

(c) Each issued and outstanding share of the First Preferred Stock of Citadel on the effective date of the merger shall, upon effectiveness and without further act, be cancelled, and in consideration of such cancellation, Citadel shall transfer and deliver to the holder of each such share a number of shares of the First Preferred Stock of Lafarge currently held by Citadel obtained by multiplying the number of shares of First Preferred Stock of Citadel held by such holder times the fraction obtained by dividing 1,200 by 2,600. It is intended that this distribution be made pursuant to Section 332 of the Internal Revenue Code of 1954, as amended, and Treasury



L- 399 P- 328

07/14/2000 01:18

Page: 24 of 26

Kathy J. Matash, Register Alpena Co., MI COVD 60.00



L- 399 P- 328
 07/14/2000 01:18
 Page: 25 of 26
 MI COVD 60.00

Kathy J. Natash, Register Alpena Co., MI

Regulation § 1.1502-34 of the Consolidated Income Tax Regulations.

(d) Each issued and outstanding share of the Second Preferred Stock of Citadel on the effective date of the merger shall, upon effectiveness and without further act, be cancelled, and in consideration of such cancellation, Citadel shall transfer and deliver to the holder of each such share one share of the Second Preferred Stock of Lafarge currently held by Citadel for each share of the Second Preferred Stock of Citadel so held. It is intended that this distribution be made pursuant to Section 332 of the Internal Revenue Code of 1986, as amended, and Treasury Regulation § 1.1502-34 of the Consolidated Income Tax Regulations.

TENTH: The merger shall become effective at 3:00 p.m., Eastern time, on January 29, 1988.

IN WITNESS WHEREOF, Lafarge Corporation and Citadel Holdings Inc. have caused these presents to be signed in their respective names and on their respective behalves by their respective presidents and witnessed by their respective secretaries on January 11, 1988.

WITNESS:

LAFARGE CORPORATION
 (a Maryland corporation)

[Signature]
 David C. Jones, Secretary

By: [Signature]
 Robert W. Murdoch, President
 and Chief Operating Officer

WITNESS:

CITADEL HOLDINGS INC.
 (a Maryland corporation)

[Signature]
 David C. Jones, Secretary

By: [Signature]
 Bertrand P. Collomb, Chairman
 of the Board and President

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L- 399 P- 328
 07/14/2000 01:18
 Page: 26 of 26
 MI COVD 60.00

Kathy J. Matash, Register Alpena Co.,

THE UNDERSIGNED, President and Chief Operating Officer of Lafarge Corporation, who executed on behalf of said Corporation the foregoing Articles of Merger of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Articles of Merger to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

Robert W. Murdoch, President
 and Chief Operating Officer

THE UNDERSIGNED, Chairman of the Board and President of Citadel Holdings Inc., who executed on behalf of said Corporation the foregoing Articles of Merger of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Articles of Merger to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

Bertrand P. Collomb, Chairman
 of the Board and President

399 P-328

L: 473 P: 440 DQC

09/03/2009 12:50 PM Page: 1 of 2 \$17.00
Kathy J Malash, Register Alpena Co., MI

QUIT CLAIM DEED

The Grantor, **Lafarge Midwest, Inc.**, a Delaware Corporation, whose address is **1435 Ford Avenue, Alpena, MI 49707**, conveys and quit claims to Grantee, **Alpena Snowmobile Association**, a Michigan Non-Profit Corporation, whose address is **4688 Werth Road, Alpena, MI 49707**, the following described premises situated in the Township of Wilson, County of Alpena and State of Michigan:

See attached **Exhibit A**.

Reserving to Grantor all oil, gas, ores, salts, gravel, stone and minerals on or under the surface of said lands, or any part or portion thereof, and reserving to Grantor the right to explore, excavate, process, mine and refine such ores and minerals, and take such actions as may be necessary for the production and transportation of the reserved substances.

For the sum of no consideration. This conveyance is a gift to Grantee.

This deed is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

This conveyance is subject to reservations, restrictions, easements and rights of way of record and by prescription, including the reservations contained in this instrument.

No land division rights are included in this conveyance.

The following statement is made pursuant to MCLA 560.109:

"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."

Dated this 3rd day of September, 2009.

Signed by:

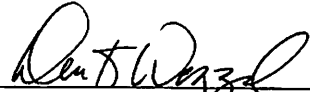
Lafarge Midwest, Inc.

By: 
Mark S. Kish

Its: Controller

STATE OF MICHIGAN)
)ss
COUNTY OF ALPENA)

The foregoing instrument was acknowledged before me this 3rd day of September, 2009, by Mark S. Kish, on behalf of the corporation, Lafarge Midwest, Inc., a Delaware Corporation, as its Controller.


Douglas K. Wenzel, Notary Public
Alpena County, acting in Alpena County, MI
My Commission Expires: March 8, 2011

After Recording Return To:	Send Subsequent Tax Bills To:	Drafted by:
Douglas K. Wenzel, Esq. Wenzel Bennett & Harris, P.C. 109 North Second Avenue, Suite 200 Alpena, MI 49707 (989) 356-6128	Grantee	Douglas K. Wenzel, Esq. Wenzel Bennett & Harris, P.C. 109 North Second Avenue, Suite 200 Alpena, MI 49707 (989) 356-6128

L: 473 P: 440 DQC

09/03/2009 12:50 PM Page: 2 of 2 \$17.00
Kathy J Matash, Register Alpena Co., MI



EXHIBIT A

Parcel from Certificate of Survey by Lewis & Lewis Professional Surveying, Inc., W.O. No. 0405462S, dated 08/13/2009, described as:

Part of the NE1/4 of the NE1/4 of Section 25, T31N, R6E, described as: Commencing at the Northeast Corner of said Section 25; thence S1°03'43"E 400.00 feet along the East section line of said Section 25; thence S89°36'19"W 50.00 feet to the Point of Beginning; thence continuing S89°36'19"W along said line, 400.00 feet; thence N1°03'43"W 399.95 feet to the North section line; thence N89°35'53"E 146.37 feet, along said section line, to the Southwesterly line of an M-32 clear vision area; thence S56°52'56"E 306.57 feet, along said Southwesterly line, to the West 50-foot right of way of Herron Road; thence S1°03'43"E 230.69 feet, along said right of way, to the Point of Beginning. Subject to any part thereof that may be used for road right of way purposes.

Attachment 5- Additional Instructions and Initials

Below is a chart depicting the number of divisions allowed on a parent tract of property by using the acreage of the parent tract on March 31, 1997.

LAND DIVISIONS ALLOWED

Miscellaneous	Parent Tract or Parcel (Acres)	Maximum Number (Parcels)	Plus Bonus (Parcels)
First 10 acres or fractions may be split into 4 parcels	19.99 or fewer	4	None allowed
	20 – 29.99	5	7
	30 – 39.99	6	8
	40 – 49.99	7	9
	50 – 59.99	8	10
	60 – 69.99	9	11
	70 – 79.00	10	12
	80 – 89.99	11	13
	90 – 99.99	12	14
	100 – 109.99	13	15
	110 – 119.99	14	16
	120 – 159.99	15	17
Each whole 40 acres in excess of 120 acres	160 – 199.99	16	18

Initials SKK **Your division is incomplete if the following documents are NOT submitted in one envelope via U.S. Mail ONLY:** (1) This fully completed land division application, including attachments 1,2,3, and 4; (2) a copy of a completed survey and/or drawing clearly depicting proposed divisions and/or buildings; (3) All required deeds as described; (4) A complete legal description for all parcels; (5) the appropriate processing fee.

Initials SKK There may be an incomplete application fee of \$25 if you do not include the above items. Applications that are missing information are determined incomplete and will NOT be processed further. They will be processed when ALL documentation is submitted. Faxed copies are NOT accepted.

Common Rules & Regulations subject to review --

- Do ALL parcels have dedicated access to the property, either via roadway or dedicated/recorded easement?
- Do ALL of the parcels comply with the local minimum size requirements?
- Does the PARENT tract have available divisions for further splitting? (above chart)
- Are any resulting parcels less than 10 acres?
 - If so, do they meet a 4 to 1, width to depth ratio. For example, if a parcel has 100 feet on the road, its “depth” cannot exceed 4 times that, or 400 feet. Anything less than 400’ would meet approval. Anything more would not be approved. This does not apply to parcels over 10 acres in size.

Wilson Township Land Division - PAGE 8

Initial one of the following:

APPLICATION / PROCESSING FEE STRUCTURE

\$75.00 for first division / \$25.00 for each additional division (45 calendar days for processing)

~~SW~~ \$150.00 for first division / \$50.00 for each additional division (10 business days for processing)

**** MAKE CHECK PAYABLE TO "WILSON TOWNSHIP" ****

* All divisions are subject to an incomplete application fee of \$25.00 per division. See attachment for details.

** This application fee is non-refundable

Special Township Requirements: None

County Treasurer's Offices:

Alpena County
720 W. Chisholm St.
Alpena, MI 49707
989-354-9534

Local Zoning Officials:

Tim Sosser
989-255-9457
wilsontwpzoning@gmail.com

Land Division Approval Notice

Township: Wilson

Parent Code Number: 083-025-000-001-03 Acres: 33.60

Name: Holcim, Inc.

Split 1: 083-025-000-001-05 Acres: 13.00, Proposed Parcel, Vacant

Split 2: 083-025-000-001-06 Acres: 18.83, Remainder Parcel, Vacant

COPY OF SURVEY/DRAWING: YES NO

APPROVED BY ASSESSOR: YES NO

These new parcels will be first ACTIVE on the 2022 assessment roll, which will result in the first tax bills issued on July 1st, 2022.

DATE APPROVED: 9/17/2021 SIGNATURE: 

Issued in accordance with **Act 288 of 1967 "Land Division Act"** As stated in MCL **560.109(6)** Approval of a division is not a determination that the resulting parcels comply with other ordinances or regulations.

*** The issuing Township and its officers and employees are not liable if a land use permit/building permit are not issued for a resulting parcel because the parcel is less than one acre in size, lacks either public water and sewers or health department approval for on-site water supply and on-site sewage disposal. The approval of this division is not a determination that the resulting parcel complies with any applicable zoning ordinance or other ordinances. The Township and its officers and employees are not liable if a permit for construction is subsequently denied for construction because of inadequate water supply, sewage disposal, or failure to meet other zoning ordinances or general ordinances. Specifically, this approval does not indicate zoning compliance ***