



Real Estate Right of Way and Claims

Date: July 30, 2012

To: Elaine Clifford
Records Center

From: Barbara Mentjon *bm*
Real Estate

Subject: Easement-Section 22, Arenac Township, Arenac County, Michigan
Almeda-Twining Capital Project – B0002664

Attached are papers related to the acquisition of a Transmission Line Easement, dated February 23, 2012 to Michigan Electric Transmission Company, LLC (METC) from Edith Trombley, Trustee under the Trombley Trust No. 1, whose address is 4288 State Road, Standish, Michigan 48658.

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

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

The easement consideration fee was \$1,700.00.

The easement was negotiated by William Zimmerman, Stempin & Associates Land Services Inc.

Please incorporate these papers into the appropriate METC database file.

/bm

Attachments

Cc: M. Ely
J. Kehoe
S. Sczytko
J. Smith

FILE

167-55-1



February 14, 2012

VIA FEDERAL EXPRESS

Mrs. Edith Trombley
As Trustee under the Trombley Trust No. 1 dated July 31, 2000
4288 State Road
Standish, Michigan 48658-9605

Re: Exercise of Option pursuant to Easement Option Agreement dated August 30, 2011

Dear Mrs. Trombley:

This letter is in reference to the Easement Option Agreement (the "Option Agreement") dated August 30, 2011, by and between you and Michigan Electric Transmission Company, LLC ("METC"), relative to the grant of an easement on your property located in Section 22, Township 19 North, Range 5 East, Arenac Township, Arenac County, Michigan.

The purpose of this letter is to notify you that, in accordance with Section 2 of the Option Agreement, METC HEREBY EXERCISES ITS OPTION to obtain an easement upon the land more particularly described in the Survey attached to the enclosed Easement. In accordance with Section 5 of the Option Agreement, you are required to execute and deliver the enclosed Easement to METC within 5 business days from METC's exercise of the option. Accordingly, Paul Stempin, METC's agent, will contact you shortly to set up a time to deliver to you the agreed upon compensation amount and to pick up the executed Easement.

Please note that your signature on the Easement will need to be notarized. As a convenience to you, the METC agent can notarize your signature if you so desire. If you choose to have him notarize your signature, you should wait to sign the Easement until he has met with you.

If you have any questions regarding this letter, please do not hesitate to contact Barbara Mention, METC Sr. Property Management Specialist at (248) 946-3000.

Sincerely,

Christine Mason Soneral
Vice President and General Counsel-
Utility Operations

Enclosures: Easement

Check Date: Feb/17/2012		Vendor Number: 0000010180		Payment Method CHK		Check No. 0000020569	
Invoice Number	Invoice Date	Voucher ID	Bus Unit	Gross Amount	Discounts	Late Charges	Paid Amount
021512 FINAL EASEMENT PYMT	Feb/15/2012	00058975	METOP	1,500.00	0.00	0.00	1,500.00

ck to Paul S. 2/21/12

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

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
0000020569	February/17/2012	1,500.00	0.00	0.00	1,500.00



METC
27175 Energy Way
Novi, MI 48377

COMERICA BANK
Detroit, MI

0000020569

9-9/720

Date February/17/2012

\$1,500.00***

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

To The
Order Of

TROMBLEY, EDITH
4288 ARENAC STATE ROAD
STANDISH, MI 48658-9605

Carroll M. Ready

Authorized Signature

Check Date: Sep/16/2011		Vendor Number: 0000010180		Payment Method CHK	Check No. 0000018796		
Invoice Number	Invoice Date	Voucher ID	Bus Unit	Gross Amount	Discounts	Late Charges	Paid Amount
090611 Easement	Sep/06/2011	00052861	METOP	200.00	.00	.00	200.00

COPY

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

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
0000018796	September/16/2011	200.00	.00	.00	200.00



METC
27175 Energy Way
Novi, MI 48377

COMERICA BANK
Detroit, MI

0000018796

9-9/720

Date September/16/2011

\$200.00***

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

To The
Order Of

TROMBLEY, EDITH
4288 ARENAC STATE ROAD
STANDISH, MI 48658-9605

Carman M. Ready
Authorized Signature

Date: February 24, 2012
To: Christine
From: Barb Mention
Subject: Alameda-Twining Rebuild Project

Attached is a revised option agreement, originally signed by you and the owner August 2011. The owner at that time indicated that if the width of the easement, once surveyed, was more than 19 feet, we would need to renegotiate the easement fee.

As you can see by the attached copy that was faxed to me, the easement width did increase as well as the amount. I failed to have you sign this copy when that occurred and now we need your signature to close. (see Dan's response to my email regarding what happened.) I only discovered the oversight yesterday.

If you have any questions, I'm here all day.

Thank you,

Mention, Barbara A.

From: Munzel, Daniel J.
Sent: Thursday, February 23, 2012 8:28 PM
To: Mention, Barbara A.
Subject: Re: REVISED ALMEDA-TWINING OPTION

Thanks for letting me know.
Sounds like a good plan.
Dan

From: Mention, Barbara A.
Sent: Thursday, February 23, 2012 04:43 PM
To: Munzel, Daniel J.
Subject: REVISED ALMEDA-TWINING OPTION

Dan:

Attached is one of the Alameda-Twining options that got revised after we determined the width to be more than 19 feet. The owner had indicated to Bill Z. before the first option was signed that if the width was more than 19 feet, they wanted to renegotiate easement fee.

As you can see by the changes, the easement ended up being 34 feet and the fee was increased to \$1500.00. Bill faxed the revised option to me but I failed to have Christine sign it and now we're ready to close and I need Christine to sign the option before we close but I wanted to make you aware of what happened.

Let me know if you have any questions.

Thanks - Barb

Please consider the planet before you print.

EASEMENT OPTION AGREEMENT

THIS EASEMENT OPTION AGREEMENT ("Agreement") is made this 30th day of AUGUST, 2011, by and between Edith Trombley A WIDOW - TRUSTEE OF THE whose address is 4288 Arenac State Road, Standish, MI 48658-9605 ("Grantor") and Michigan Electric Transmission Company, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377 ("Grantee"). The Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

EDITH TROMBLEY TRUST DATED JULY 31ST 2000

RECITALS

A. Grantor is the owner of that certain real property located in Section 22, Arenac Township, Arenac County, Michigan, as more particularly described on Exhibit A attached hereto (the "Property").

W.H.S.
EX. 34 (THIRTY-FOUR)

B. Grantee desires to obtain an option for an easement over the Westerly 34 feet, more or less, (the "Easement Area") of the Property. The Easement Area shall be more particularly described in the Survey to be obtained by Purchaser pursuant to Section 4 of this Agreement;

AREA NOT TO BE MORE THAN 19' ALONG CONSUMERS ENERGY FACILITY
W.H.S.
EX. 3

NOW THEREFORE, in consideration of the sum of \$ 200.⁰⁰ Dollars (Two Hundred) (the "Option Payment"), to be paid by Grantee to the Grantor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Grant Of Option. Grantor hereby grants to Grantee the right and option ("Option") to obtain an easement on, under, over and across the Easement Area. The Option Payment shall be made by Grantee to Grantor within thirty (30) days of the execution of this Agreement.

2. Exercise Of Option. The Option may be exercised in writing at any time on or prior to twelve (12) months after the date of this Agreement ("Option Period"). If the Option has not been so exercised, it shall be automatically extended for one (1) additional Option Period of twelve (12) months, unless Grantee gives written notice to the Grantor of the intent not to extend the Option Period prior to the end of the initial Option Period. The Option Period may be further extended by mutual agreement in writing of the Parties. Grantee shall not be required to exercise the Option. Should Grantee fail to exercise this Option or any extension thereof within the Option Period, all rights and privileges granted hereunder shall be deemed completely surrendered, this Agreement terminated, and Grantor shall retain the Option Payment, and no additional money shall be payable by either Party to the other. Grantor hereby agrees that during the Option Period, Grantor shall not, without the prior written consent of Grantee (i) sell, transfer, assign, convey or dispose of any of its rights under this Agreement, or its rights or interests in the Property, or (ii) grant any lien or encumbrance on or permit any lien or encumbrance on the Property, or (iii) grant any easement or right-of-way in, on or with respect to the Property, or (iv) grant any lease, license or other right to use or occupy the Property to any person.

3. Purchaser's License. As of the date of this Agreement, Grantor grants to Grantee, its agents and employees a non-exclusive license (the "License") to enter the Property to conduct such surveys, inspections and tests as Grantee deems necessary, including but not limited to soil borings, to determine whether or not it wishes to exercise the Option granted herein. Grantee agrees to indemnify, defend, and hold Grantor harmless from any and all loss, claim, action, demand and liability relating to or arising out of Grantee's, or its agents', employees', representatives' or contractors' entry upon the Property under

this paragraph which may arise against Grantor. If Grantee determines, in its sole and absolute discretion that the condition of the Property is not acceptable to Purchaser, then Purchaser may, at any time prior to expiration of the Option Period, terminate this Agreement by giving Seller written notice of termination, in which event neither party shall have any further liability hereunder.

4. Survey. Grantee shall, at Grantee's cost and expense, obtain a survey of the Easement Area prepared by a registered land surveyor ("Survey"). The Survey shall be in such form and content as is acceptable to Grantee in Grantee's sole discretion. The legal description from the Survey shall be the legal description used in the Easement described in Section 5 below and every other instrument or agreement referencing the Easement Area. The Survey shall set forth the exact size and location of the Easement Area.

5. Execution of Easement. Upon Grantee's exercise of the Option, Grantor shall, within five (5) days after Grantee's exercise of the Option, execute and deliver the Easement to Grantee in the form attached hereto as Exhibit B (the "Easement").

6. Easement Consideration. As consideration for the granting of the Easement, Grantee shall pay to Grantor the sum of \$ ~~650.00~~ ^{1,500.00} dollars, which sum shall be paid simultaneously with the execution and delivery of the Easement (the "Easement Consideration").

7. Memorandum of Option. Grantor agrees to execute a Memorandum of this Agreement which Grantee may record with the appropriate Recording Office in the County where the Property is located. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of the term of the Option Period.

8. Notices. Notice of the exercise of the Option shall be given by Grantee to the Grantor in writing by (1) certified mail, return receipt requested, or (2) by overnight courier, provided the courier's regular business is delivery service at the addresses set forth above. Notice shall be deemed effective on the date it is sent.

9. Mortgagee Consent. In the event there is currently a mortgage on Grantor's Property which requires the Mortgagee's consent to the execution of the Easement, Grantor will obtain the mortgagee's consent to the execution and recording of the Easement in advance of execution. If Mortgagee consent is required, then the Easement Consideration shall not be payable to Grantor unless the Mortgagee consents to the execution of the Easement in writing.

10. Title. Grantor represents and warrants to Grantee as of the execution date of this Agreement, and covenants during the Option Period that Grantor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement and the Easement.

11. Integration. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

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

13. Successors And Assigns. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

14. Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

GRANTOR:

Edith Trombley Trustee

Print Name: Edith Trombley

Print Name: _____

GRANTEE:

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

By: Michigan Transco Holdings, L.P., sole member

By: METC GP Holdings II, LLC, General Partner

By: METC GP Holdings, Inc., sole member and sole manager

By: ITC Holdings Corp., its sole owner

By: *Christine Mason Somers*

Name: Christine Mason Somers

Title: Vice President and General Counsel- Utility Operations

EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]

**T19N R5E SEC 22 BEG 100 FT S OF NE COR OF SE 1/4 OF NW 1/4, TH S 200 FT, W TO
D&MRR R/W, NLY ALNG RR R/W APPROX 200 FT TO PNT W OF POB, E TO POB
PARCEL ID: 002-0-022-200-025-00**



First American Title Insurance Company

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

PROPERTY PROFILE REPORT

September 12,
2011

Prepared for:	METC, Real Estate and Claims Division 27175 Energy Way Novi, MI 48377	Order No.:	554190
		Beginning Search Date:	July 14, 1967 @ 8:00 a.m.
		Ending Search Date:	September 9, 2011 @ 8:00 a.m.
Borrower Name & Address:	Edsel Trombley and Edith Trombley, husband and wife, as tenants by the entireties 4288 Arenac State Road,, MI	County of:	Arenac

Public Record Information

Grantee in Last Document of Record: Edsel Trombley and Edith Trombley, husband and wife, as tenants by the entireties

Undischarged Mortgages and Other Liens of Record:

None.

Tax Information:

- Unpaid taxes and assessments unless shown as paid:
2010 Winter Taxes in the amount of \$71.81 are PAID
2011 Summer Taxes in the amount of \$24.55 are DUE
Tax Parcel Identification:

Property Address: 4288 Arenac State Road
Tax Parcel No.: 06-002-0-022-200-025-00
2011 State Equalized Value: \$7,200.00
2011 Taxable Value: \$2,227.00
Principal Residence Exemption, as of past December 31: 0.00%

Special Assessments: None

School District: Arenac Eastern

The amounts shown as due do not include collection fees, penalties or interest.

Legal Description of Property:

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

The information contained in this Property Profile Report has been obtained from public records maintained in the above described county. This report does not include any instrument which has been filed pursuant to the Uniform Commercial Code, easements, rights of way or similar interests. This Property Profile Report should not be construed as a guarantee or opinion of title or any form of title insurance. The information contained herein should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation. First American Title Insurance Company agree to provide this report based upon the understanding and acknowledgment by the applicant that any liability is limited to the amount paid for the Property Profile Report.

A parcel of land in the Southeast 1/4 of the Northwest 1/4 of Section 22, Town 19 North, Range 5 East, described: Commencing at a point 100 feet South of the Northeast corner of said Southeast 1/4 of Northwest 1/4 as a Point of Beginning, thence running South along the East line of said Southeast 1/4 of Northwest 1/4 Two Hundred (200) feet, thence West to the D. & M. Railroad right of way, thence North along the said right of way approximately 200 feet to a point West of the Point of Beginning, thence East to the Point of Beginning.

WARRANTY DEED \$1.15 Per STATUTORY FORM

143-201 Received for record this 14th day of July, 1967, at 2:45, o'clock by Russell Miller, Notary Public

KNOW ALL MEN BY THESE PRESENTS That Russell Miller, a single man,

whose office is in Grand Haven, Michigan

Convey and Warranty to Edward Trembley and Edith Trembley, his wife, as tenants by the entirety,

whose street number and postoffice address is Grand Haven, Michigan

The following described property situated in the Township of Arenac County of Arenac and State of Michigan to-wit:

A parcel of land in the NE1/4 of the NW1/4 of Section 24, Town 19 North, Range 5 East, containing: Commencing at a point 100 feet south of the Northwest corner of said SE1/4 NW1/4 as a point of beginning, thence running South along the East line of said SE1/4 NW1/4 two hundred (200) feet, thence West to the N. & M. Railroad right of way, thence North along the said right of way approximately 200 feet to a point west of the Point of Beginning, thence East to the Point of Beginning,

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, for the sum of One Dollar

and other valuable consideration, subject to continuation of an undivided one-half of the oil, gas and other minerals in and under the said land, and SUBJECT to an easement in favor of the Consumers Power Company over the said premises.

Dated this 14th day of July, 1967

Signed in the presence of

Signed by

Carl L. Horn

Russell Miller

Margaret Horn

STATE OF MICHIGAN COUNTY OF ARENAC

On this 14th day of July, 1967 before me personally appeared Russell Miller, a single man,

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same of his free will and deed

Carl L. Horn Notary Public, Arenac County, Michigan

My Commission expires April 14, 1968

County Treasurer's Certificate

City Treasurer's Certificate

A proper certificate is furnished in connection with this copy filed less 01 2077, as amended



MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY HAS DEVELOPED AN INSURANCE PLAN THAT

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

First American Title Insurance Company

SCHEDULE A

Commitment No.: 554190
2047
Dept. Code 01.1.3 WO B0002664
Date Printed: October 05, 2011

1. **Effective Date: September 19, 2011 @ 8:00 AM**

2.	Policy or Policies to be issued:	Policy Amount
	(a) Residential Title Insurance Policy	\$1,000.00

**Proposed Insured:
Prospective Purchaser**

3. **The Fee Simple Interest in the land described in this Commitment is owned, at the Commitment Date, by:
Edsel Trombley and Edith Trombley, husband and wife**

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

A parcel of land in the Southeast 1/4 of the Northwest 1/4 of Section 22, Town 19 North, Range 5 East, described: Commencing at a point 100 feet South of the Northeast corner of said Southeast 1/4 of Northwest 1/4 as a Point of Beginning, thence running South along the East line of said Southeast 1/4 of Northwest 1/4 Two Hundred (200) feet, thence West to the D. & M. Railroad right of way, thence North along the said right of way approximately 200 feet to a point West of the Point of Beginning, thence East to the Point of Beginning.

MI



Issued By: First American Title Insurance Company
For questions regarding this commitment contact;
(989)835-6781 or fax to (866)540-5612
1515 Commerce Ct.
Midland, MI 48642

First American Title Insurance Company
1515 Commerce Ct.
Midland, MI 48642

Schedule B – Section I REQUIREMENTS

Commitment No.: 554190

General Requirements

The following requirements must be met:

- (a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Specific Requirements

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. PROVIDE EVIDENCE OF THE PURCHASE PRICE OR THE AMOUNT OF ANY MORTGAGE TO BE INSURED AND IDENTIFY ANY PROPOSED INSURED. ONCE A PROPOSED INSURED HAS BEEN IDENTIFIED, ADDITIONAL REQUIREMENTS AND EXCEPTIONS MAY BE MADE.
2. WARRANTY DEED FROM EDITH TROMBLEY, SURVIVOR OF EDESEL TROMBLEY , DECEASED, WHOSE DEATH CERTIFICATE IS RECORDED IN LIBER 558, PAGE 590, TO PROSPECTIVE PURCHASER.
3. Pay unpaid taxes and assessments unless shown as paid:
 - 2011 Summer Taxes in the amount of \$24.55 are DUE
 - 2010 Winter Taxes in the amount of \$71.81 are PAID
 - Tax Parcel Identification:
 - Property Address: 4288 Arenac State Road
 - Tax Parcel No.: 06-002-0-022-200-025-00
 - 2011 State Equalized Value: \$7,200.00
 - 2011 Taxable Value: \$7,200.00
 - Principal Residence Exemption, as of past December 31: 0%
 - Special Assessments: None
 - School District: Arenac Eastern

The amounts shown as due do not include collection fees, penalties or interest.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

First American Title Insurance Company
1515 Commerce Ct.
Midland, MI 48642

Schedule B – Section II EXCEPTIONS

Commitment No.: 554190

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Part One: General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Part Two: Specific Exceptions

1. Easement in favor of Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 140, page 254.
2. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
3. Interest of others in oil, gas and mineral rights, if any, recorded in the public records or unrecorded.
4. Lien for outstanding water or sewer charges, if any.

**Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.**

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

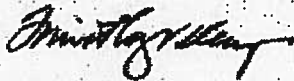
All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company



Dennis J. Gilmore
President



Timothy Kemp
Secretary



CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company**
1515 Commerce Ct.
Midland, Michigan 48642
Ph: (989)835-6781 or Fax to: (866)540-5612



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

JOINT TRUST AGREEMENT

TROMBLEY TRUST NO. 1

We, **Edsel C. Trombley and Edith M. Trombley**, on the 31 day of July 2000, sign this Trust Agreement ("Agreement") with **Edsel C. Trombley and Edith M. Trombley** as initial trustees, both of whom, and the survivor of them, and any successor trustee, will be called "Trustee" in this Agreement and referred to in singular neuter pronouns.

Trustee shall hold all property delivered to it, in trust, as follows:

1. RIGHTS RESERVED

1.1 Revocable Trust. We reserve the right to amend or revoke this Agreement, wholly or partly, by a writing signed by us or on our behalf and delivered to Trustee during our life. However, we cannot change materially the duties or compensation of Trustee without its written approval.

1.2 Additions and Withdrawals. We reserve the right to add property to, and withdraw property from, the trust.

2. DISTRIBUTION DURING LIFETIME

2.1 Income and Principal. While either of us is alive, Trustee shall pay all the net income to us or for our benefit, or as we otherwise direct orally or in writing, and Trustee shall pay any part of trust principal as we direct in writing. However, during any period in which, in Trustee's opinion, we are incapable of managing our own affairs, Trustee shall pay to or use for our benefit the net income and principal that Trustee determines is required for our support, comfort and welfare, in our accustomed manner of living, or for any other purposes Trustee believes to be for our best interest.

2.2 Distributions in Event of Grantor's Incapacity. If, due to physical or mental incapacity, the Grantor(s) is/are, in the opinion of the Trustee(s), unable to administer such income or to exercise Grantor's right to withdraw principal, the Trustee shall, from time to time, distribute to or expend for the benefit of the Grantor and those dependent upon him/her so much of the income and sufficient

principal, which, together with funds available from other sources and which, together with funds available from other sources and known to the Trustee, will, in the discretion of the Trustee and consistent with the value of the Trust, maintain Grantor and those dependent upon Grantor as nearly as possible in the mode of living to which Grantor and they were accustomed prior to Grantor's become incapacitated unless Grantor(s) is/are in a long term care facility for a period of Ninety (90) days, or more, at which time Trustee(s) discretion to distribute said fund to said Grantor shall cease.

3. DISTRIBUTION AFTER DEATH OF BOTH GRANTORS

3.1 Claims and Taxes. At our deaths, to the extent the assets of ours (other than tangible personal property and any property that in Trustee's judgment does not have a readily realizable market value) are insufficient, Trustee shall pay all estate, inheritance, and other taxes payable as a result of our deaths, including interest and penalties, but excluding taxes imposed on any generation-skipping transfer of assets that are not part of our estate or of a trust we created. Trustee also may pay (1) expenses of our last illness and deaths; (2) claims against our estate; (3) expenses of administering our estate; (4) any allowances by court order, statute, or rule for those dependent on us; and (5) all or part of gifts provided by our wills. Trustee may make payments directly or to the personal representative of our estate. Written statements by the personal representative of our estate of the amounts to be paid shall be sufficient evidence for Trustee's protection. Trustee has no duty to see to the application of the payments. Trustee shall use any U.S. Treasury bonds included in our gross taxable estate, which are redeemable at par to pay federal estate tax, to pay that tax if it is imposed on our estate.

3.2 Tangible Personal Property. If one of us should predecease the other, all tangible personal property shall go to the survivor. At our deaths, Trustee shall deliver free from trust all tangible personal property according to the terms of a list we have made or may make, signed and dated by us. All remaining property shall be delivered to our children who survive us, in portions of equal value, divided as they agree, or if they do not agree within a reasonable time, as Trustee determines. "Tangible personal property" means personal (not used primarily in a business) boats, books, china, clothing, furnishings, furniture, glass, household items, jewelry, lawn and garden equipment, motor vehicles, personal effects, pictures, recreational items, rugs, silver, works of art, and any other similar items, and includes any insurance on those assets. Trustee shall determine which items are within this definition, and the determination shall bind all persons.

3.3 Specific Request: **Kathie A. Dellura** shall receive a specific bequest amount of money as determined by the following:

Double the state equalized value of each of the 6 (six) pieces of property described in §3.4 shall be added together and divided by 6 (six) to determine an "average amount". Trustee shall distribute to **Kathie A. Dellura**, outright and free from trust, the "average amount" in cash or cash equivalent.

3.4 Specific Devise.

3.4(a) The property located in Standish Township, Arenac County, legally described as:

The Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Seventeen (17) Township Eighteen (18) North, Range Five (5) East, containing forty acres according to the government survey.

shall be subdivided as follows:

Annette Heil is to receive 3 acres located at the corner of Lantz Road, along State Road, and along Dredge Ditch, outright and free from trust.

James D. Trombley is to receive 11 to 12 acres located along Lantz Road, the North Property Line, State Road, and Dredge Ditch, outright and free from trust.

Yvonne M. Jurek is to receive approximately 23 acres located along State Road, Irwin Road, the South Property Line, and the East Property Line, outright and free from trust.

If either **Annette Heil** or **Yvonne M. Jurek** predecease the surviving grantor, their share shall go to their surviving children outright and free from trust.

If **James D. Trombley** predeceases the surviving grantor, his share shall be evenly distributed between his surviving children outright and free from trust.

A survey shall be completed and paid for out of funds in the Trust to acquire accurate legal descriptions.

3.4(b) The property located in Standish Township, Arenac County, legally described as:

North Half (N1/2) of East Half (E1/2) of southeast Quarter (SE1/4) of Southwest Quarter (SW1/4) of Section 7, Town 18 North, Range 5 East, and a parcel of land beginning on the East Section Line of Section 7, Town 18 North, Range 5 East, 1402.5

feet North of the Southeast corner, thence North on the Section line 1237.5 feet to the Quarter Line, thence West on the Quarter Line to the center of the Section thence South on the Quarter Line to the South Section Line thence East of the Section Line 660 feet, thence North 132 feet, thence West 594 feet, thence North and parallel with the quarter line 1650 feet, thence Easterly to the point of beginning. All being in the Southeast Quarter (SE1/4) of Section 7, Town 18 North, Range 5 East and ALSO that certain portion of the NE 1/4 of the SE 1/4 of SW 1/4 of Section 7, T18N, R5E.

shall be subdivided as follows:

Noreen Kaczmarek is to receive approximately 10 acres along North Property Line, West Property Line, South Property Line and the Easement on the East Side. Also NE 1/4 of SE 1/4 of SW 1/4, outright and free from trust.

The remaining approximately 65 acres shall be evenly distributed between **James D. Trombley, Annette Heil, and Doreen M. White** outright and free from trust.

A survey shall be completed and paid for out of funds in the Trust to acquire accurate legal descriptions.

3.4(c) The property located in Arenac Township, Arenac County, legally described as:

A parcel of land in the SE 1/4 of the NW1/4 of Section 22, Town 19 North, range 5 East, described: Commencing at a point 100 feet South of the Northeast corner of said SE1/4 of NW1/4 as a Point of Beginning, thence running South along the East line of said SE1/4 of NW 1/4 two hundred (200) feet, thence West to the D. & M. Railroad right of way, thence North along the said right of way approximately 200 feet to a point West of the Point of Beginning, thence East to the point of Beginning.

shall be distributed to **Yvonne M. Jurek** outright and free from trust. If **Yvonne** predeceases the surviving grantor, this property shall go to **Yvonne's** surviving children outright and free from trust.

If any of our children choose to sell his/her property, our other children shall have the right of first refusal to purchase the property at a fair market value.

3.5 Distribution of Assets on the Death of the Surviving Grantor. Our intent is that our children each receive an equal distribution. To accomplish this, the current year's state equalized value on the date of the death of the surviving grantor shall be doubled on each of our real properties. This shall determine the value of each specific devise in §3.4. The remaining trust properties shall be

divided into separate trusts, equal in value, including the amount determined in the specific devise in ¶3.4, one for each living child of ours and one for the then living descendants, collectively, of each deceased child of ours. In order to make all distributions of real property under ¶3.4 equal, it may be necessary for the Trustee to use other Trust assets, including cash, or other liquid assets. Our children living at the time of creation of this document include:

Kathie A. Dellura, born April 28, 1952;
Ivonne M. Jurek, born March 23, 1953;
James D. Trombley, born January 2, 1955;
Clare F. Trombley, born February 20, 1956;
Annette Heil, born July 22, 1958;
Moreen Kaczmarek, born December 1, 1962;
Doreen M. White, born March 22, 1964.

Trustee shall distribute each trust set aside for a living child to the child outright and free from trust. Trustee shall also distribute each trust set aside for living descendants of a deceased child of ours to the descendants, by right of representation, outright and free from trust.

Included in determining the equalization of each trust, all debts owed to us shall be subtracted prior to distribution. Any and all loans provided for the beneficiaries are documented by Exhibit A attached hereto and incorporated herein by reference.

4. TRUSTEE

4.1 Initial Trustee. The Grantors shall be the Trustee during their lifetimes, except that they or the survivor of the Grantor may substitute any person or bank as Trustee in his or her stead, or appoint one or more persons or a bank to act as Trustee with them during their lifetime.

4.2 Initial Trustee's Accounting. The Successor Trustee shall not be liable for any actions of the Grantors as Trustee and is expressly absolved from reviewing the actions of the Grantors as Trustee during the period of administration. All actions undertaken by the Grantors as Trustee shall be deemed within the power of Grantors as Trustee. No beneficiary, during the administration of the Grantors as Trustee or during the administration of the Successor Trustee, shall have any right to question or challenge the actions of the Grantors as Trustee.

4.3 Successor Trustee. Upon both Grantors' deaths, or mental or physical disability as determined in writing by two licensed physicians, the following, if able and willing to act, shall become successor Trustee: first, **Doreen M. White.** Second, **James D. Trombley.** Third, **Clare F. Trombley.**

4.4 Resignation by Trustee. Trustee may resign at any time by giving written notice, specifying the effective date of resignation, to us, or after our deaths to the beneficiaries, and at the time of giving notice, give notice of the current income.

4.5 Miscellaneous Trustee Provisions. The following apply to every trust created by this Agreement:

4.5(a) Trustee's Fees. Trustee shall be entitled to reasonable compensation for services, and to reimbursement for reasonable expenses.

4.5(b) Qualifying as Trustee. A successor Trustee shall qualify upon signing an acceptance of this trust and mailing or delivering the acceptance to one or more of the then beneficiaries of this Agreement.

4.5(c) Title and Powers. Any successor Trustee shall have all the title, powers, and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer.

4.5(d) Proceeds Application. No person paying money or delivering any property to Trustee need see to its application.

4.5(e) Notice. Unless otherwise specifically provided in this Agreement, Trustee may rely on any notice, certificate, affidavit, letter, telegram, or other document believed by it to be genuine, or on any evidence deemed by it to be sufficient, in making any trust payment or distribution. Trustee shall incur no liability for any payment or distribution made in good faith without actual knowledge of a changed condition affecting any person's interest in the trust.

4.5(f) Accounting. Successor Trustee shall provide yearly accountings to the beneficiaries or to the guardians of the beneficiaries if the beneficiaries are minors.

5. TRUST ADMINISTRATION

5.1 Powers of Trustee. Subject to paragraph 5.1(e), every Trustee may exercise any of the following powers, and any others that are granted by law, without court order:

5.1(a) Investment and Management of Property.

- (1) Retain any trust property.
- (2) Invest in any property, without limit.
- (3) Sell or exchange any trust property, real or personal, for cash or on credit, at public or private sales, for any purposes; exchange any trust property for other