



Real Estate Right of Way and Claims

Date: October 26, 2012

To: Elaine Clifford
Records Center

From: Barbara Mention *fm*
Real Estate

Subject: Easement-Section 28, Livingston Township, Otsego County, Michigan
Livingston-Vanderbilt Capital Project – B0002867

Attached are papers related to the acquisition of a Transmission Line Easement, dated May 30, 2012 to Michigan Electric Transmission Company, LLC (METC) from The Estate of Blasé B. Gapinski, whose address is 1940 Morgan Road, Gaylord, Michigan 49735.

The Livingston-Vanderbilt transmission line was upgraded from a 138kV circuit to a future 230kV transmission line. Additional rights were acquired to support the upgrade. The additional easement area is shown shaded in gray on attached survey drawing.

The easement consideration fee was \$2,000.00, paid by a check issued by Land Matters, LLC.

The easement was negotiated by Deborah S. Poeder, Land Matters, LLC.

Please incorporate these papers into the appropriate METC database file.

/bm
Attachments

Xref 159-085-3
159.1-085-12

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

20852



OTSEGO COUNTY MICHIGAN
RECEIVED FOR RECORD
SUSAN DEFEYTER, CLERK/REGISTER OF DEEDS
09/07/2012 10:27:17 AM

RCVD SEP7'12 AM10:25

AFFIDAVIT TO CORRECT MATTERS AFFECTING REAL PROPERTY

STATE OF MICHIGAN)

SS

COUNTY OF OTSEGO)

Velma L. Gapinski, as survivor of herself and her deceased husband, Blase B. Gapinski, whose death certificate is recorded in Liber 700, Page 815, Otsego County Records, of 1940 Morgan Road, Gaylord, Michigan 49735 (the "Grantor"), being duly sworn, deposes and states as follows:

1. I have knowledge of the facts stated herein and am competent to testify concerning such facts in open court.
2. That this Affidavit To Correct Matters Affecting Real Property (the "Affidavit") is filed pursuant to MCL 565.451a permitting affidavits stating facts relating to matters affecting realty and recording in the State of Michigan.
3. That Grantor granted an easement over certain real property located in Otsego County, Michigan (the "Grantor's Property"), to Michigan Electric Transmission Company, LLC, a Michigan limited liability company, of 27175 Energy Way, Novi, MI 48377 (the "Grantee") by way of an Easement dated May 30, 2012 (the "Easement").
4. That the Easement was recorded at Liber 1289, Page 960, with the Otsego County, Michigan, Register of Deeds, a copy of which is attached at Exhibit B.
5. That the Grantor's Property is in the Northwest ¼ of Section 28, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan and is legally described in the recorded Easement. Such legal description is incorporated herein by reference pursuant to MCLA 565.451c.
6. That the Easement described the Grantor as follows (the "Erroneous Description"):

The Estate of Blase B. Gapinski, deceased, whose death certificate is recorded in Liber 700, Page 815, Otsego County Records, of 1940 Morgan Road, Gaylord, Michigan 49735

7. That subsequent to the recording of the Easement with the Otsego County Register of Deeds, Grantor discovered a Warranty Deed, recorded in Liber 80 Page 447, Otsego County Records, which granted the Grantor's Property to the Grantor and Grantor's husband.
8. That Grantor's husband is deceased and his death certificate is recorded in Liber 700, Page 815, Otsego County Records.

35
A



9. That the Easement therefore should have contained the following description of the Grantor (the "Corrected Description"):

Velma L. Gapinski, as survivor of herself and her deceased husband, Blase B. Gapinski, whose death certificate is recorded in Liber 700, Page 815, Otsego County Records, of 1940 Morgan Road, Gaylord, Michigan 49735

10. That this Affidavit is made for the purpose of revising and amending the Easement to delete the Erroneous Description originally stated in the Easement and to replace it with the Corrected Description as stated in this Affidavit.

11. That, except as stated in this Affidavit, the Easement is unchanged and in full force and effect.

12. That, as stated in the attached Exhibit A, Grantee consents to the correction of the Easement and the recording of this Affidavit with the Otsego County Register of Deeds.

FURTHER, Affiant sayeth not.

Dated: Aug. 27, 2012

Velma L. Gapinski
Velma L. Gapinski

Acknowledged before me in Otsego County, Michigan, on AUGUST 27, 2012, by Velma L. Gapinski, as survivor of herself and her deceased husband, Blase B. Gapinski, whose death certificate is recorded in Liber 700, Page 815.

Marcia A. LaForest
MARCIA A. LaFOREST, Notary Public
OTSEGO County, Michigan
Acting in OTSEGO County, Michigan
My Commission Expires 07/23/2014

Drafted by:

William L. Logan, Esq. (P54771)
Law Office of William L. Logan, PLLC
313 Droste
East Lansing, MI 48823

When recorded, return to:

Elaine Clifford DS
Michigan Electric Transmission Company
27175 Energy Way
Novi, Michigan 48377



EXHIBIT A

**MICHIGAN ELECTRIC TRANSMISSION COMPANY
CONSENT TO AFFIDAVIT TO CORRECT MATTERS AFFECTING REAL PROPERTY**

The undersigned, on behalf of Michigan Electric Transmission Company, LLC, agrees that the Easement (the "Easement") described in the Affidavit to Correct Matters Affecting Real Property, to which this Consent is attached (the "Affidavit"), contains an erroneous description of the Grantor and hereby consents to the correction to the Easement and to the recording of the Affidavit with the appropriate recording official in the jurisdiction where the property described in the Easement is located, and further ratifies and confirms that the Easement remains in full force and effect except as amended by the Affidavit.

Dated: August 29, 2012

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC

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

By: METC GP Holdings II, LLC, General Partner

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

By: ITC Holdings Corp., its sole owner

By: Christine Mason Soneral

Name: Christine Mason Soneral

Title: Vice President and General Counsel- Utility Operations



EXHIBIT B



OTSEGO COUNTY MICHIGAN
RECEIVED FOR RECORD
SUSAN DEFEYTER, CLERK/REGISTER OF DEEDS
06/18/2012 1:02:38 PM

RCVD JUN18'12 PM12:50

EASEMENT

On May 30, 2012, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent, perpetual easement over, under, across and through a part of Grantor's Land called the Easement Area, as herein described.

Grantor is: The Estate of Blase B. Gapinski, deceased, whose death certificate is recorded in Liber 700, Page 815, Otsego County Records, of 1940 Morgan Road, Gaylord, Michigan 49735.

Grantee is: Michigan Electric Transmission Company, LLC, a Michigan limited liability company, of 27175 Energy Way, Novi, Michigan 48377.

Grantor's Land is in Section 28, Town 31 North, Range 3 West, Township of Livingston, County of Otsego and State of Michigan, and is more completely described in Exhibit A attached hereto.

The Easement Area is within Grantor's Land, and is more completely described under the heading "Easement Description" in Exhibit A attached hereto.

1. Purpose: The purpose of this Easement is to allow Grantee the right to enter at any time upon the Easement Area to (1) construct, operate, maintain, repair, inspect, replace, improve, enlarge or remove overhead electric lines consisting of poles, towers, structures, wires, cables (including fiber optic cable) and other equipment for transmitting electrical energy and communications signals, (2) cross the Easement Area to construct, operate, maintain, repair, inspect, replace, improve, enlarge or remove overhead electric equipment located on other land, and (3) temporarily improve the surface of the Easement Area, as reasonably necessary, in Grantee's discretion, to place and operate Grantee's construction vehicles and equipment; provided Grantee shall remove such temporary surface improvements, and repair pavement and reseed lawn areas it disturbs.

2. Buildings or other Permanent Structures: No buildings or other above-ground structures shall be installed, constructed or permitted in the Easement Area, with the exception of any such structures existing at the time of execution of this Easement. Grantee may remove prohibited structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal.

3. Vegetation Management: Grantee shall have the right at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing within the Easement Area. The complete exercise of this right may be gradual and not fully completed for some time in the future.

[LV-5 Gapinski]

Land Matters
011230 Tallmadge Wood; Ch.
GIL 01/554 260
5



- 4. **Access:** Grantor also grants to Grantee the right of access, ingress and egress to the Easement Area on, over and across lands now owned by the Grantor.
- 5. **Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.
- 6. **Successors:** This easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
- 7. **Crop Damage:** Grantee shall pay for actual damage to crops located within the Easement Area, arising out of Grantee's maintenance of the transmission line within the Easement Area.
- 8. **Due Authorization:** The undersigned warrants that he or she is duly authorized and empowered to execute this easement on behalf of the Grantor and that the Grantor has taken all necessary action to approve the grant of this easement to Grantee.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

GRANTOR:

ESTATE OF BLASE B. GAPINSKI, DECEASED

By: Velma L. Gapinski
 Name: Velma L. Gapinski
 Its: Trustee

Acknowledged before me in Otsego County, State of Michigan, on this 30 day of May, 2012 by Velma L. Gapinski, the Trustee of the Estate of Blase B. Gapinski, deceased, on behalf of the estate.

KELLY JACOBSEN
 Notary Public, State of Michigan
 County of Ottawa
 My Commission Expires: 6/21/2017
 Acting in the County of Otsego

Kelly Jacobsen
 Kelly Jacobsen, Notary Public
Ottawa County, Michigan
 Acting in Otsego County, Michigan
 My Commission Expires 6/21/2017

Prepared by:
 William L. Logan (P54771)
 Law Office of William L. Logan, PLLC
 313 Droste Circle
 East Lansing, MI 48823

When recorded return to:
 Elaine Clifford
 ITC Holdings Corp.
 27175 Energy Way
 Novi, MI 48377

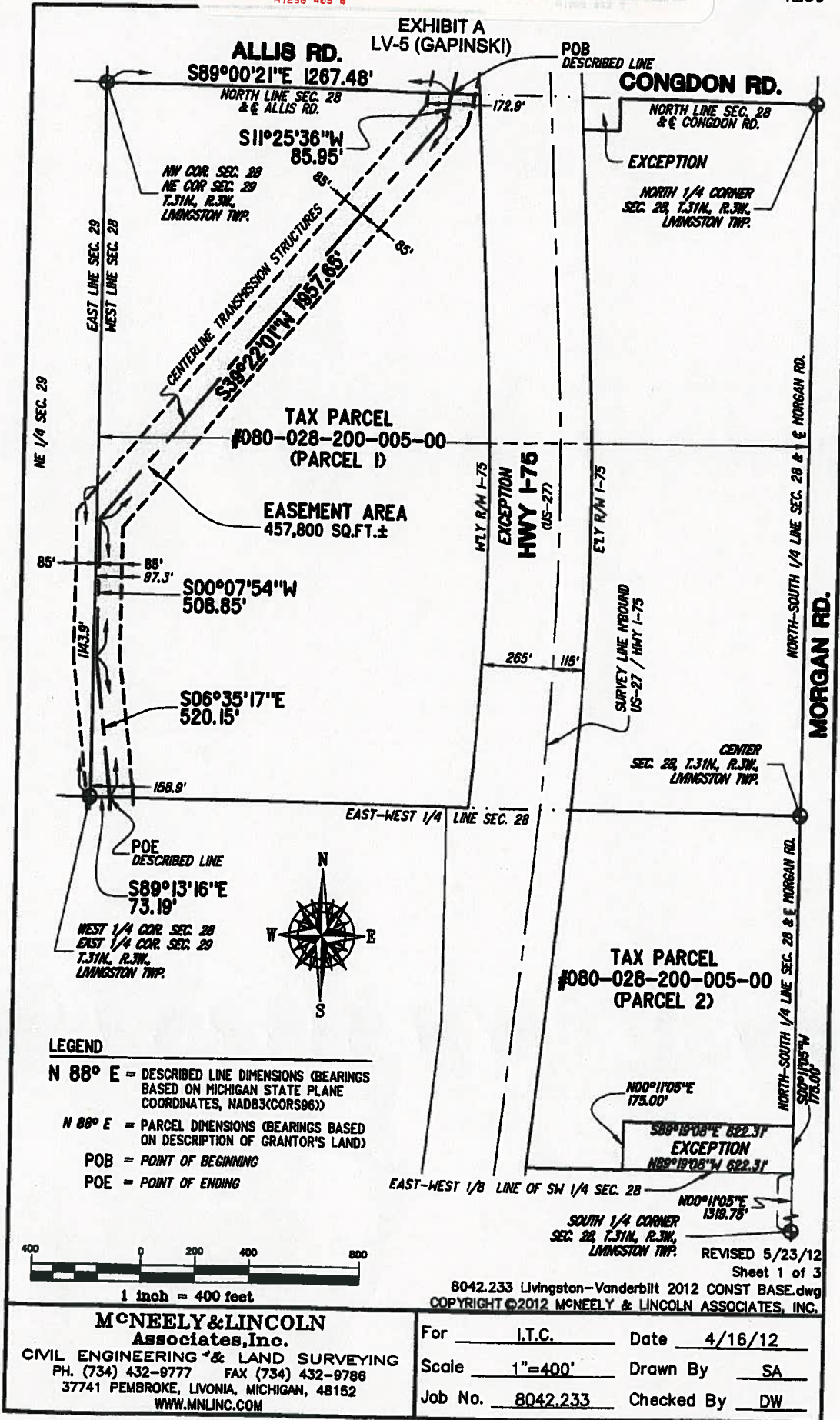




EXHIBIT A
LV-5 (GAPINSKI)

GRANTOR'S LAND

PARCEL 1

Land in the Township of Livingston, Otsego County, Michigan described as:

The Northwest 1/4 of Section 28, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan.

EXCEPT;

All that part of the Northwest 1/4 of said Section 28 described as: **Beginning** at a point on the North line of said Section 28, North 89 degrees 13 minutes 26 seconds West, 718.04 feet from the North 1/4 corner of said Section 28; thence South 00 degrees 46 minutes 34 seconds East, 120.00 feet; thence North 89 degrees 13 minutes 26 seconds West, 131.90 feet; thence North 03 degrees 05 minutes 18 seconds West, 120.27 feet; thence South 89 degrees 13 minutes 26 seconds East, 140 feet to the **Point of Beginning**.

ALSO EXCEPT;

A strip of land 380 feet in width lying between a line 115 feet Easterly of and a line 265 feet Westerly of, both lines measured at right angles and parallel to the survey line of the Northbound Roadway of Highway US-27, over and across the Northwest 1/4 of said Section 28.

PARCEL 2

Land in the Township of Livingston, Otsego County, Michigan described as:

The Northeast 1/4 of the Southwest 1/4 of Section 28, Town 31 North, Range 3 West, Livingston Township, Otsego County Michigan.

EXCEPT;

Commencing at the South 1/4 corner of said Section 28; thence North 00 degrees 11 minutes 05 seconds East, 1319.75 feet along the North-South 1/4 line of said Section 28 as monumented and the centerline of Morgan Road to the point of beginning; thence North 89 degrees 19 minutes 08 seconds West, 622.31 feet along the East and West 1/8 line of the Southwest 1/4 of said Section 28; thence North 00 degrees 11 minutes 05 seconds East, 175.00 feet; thence South 89 degrees 19 minutes 08 seconds East 622.31 feet; thence South 00 degrees 11 minutes 05 seconds West, 175.00 feet along said 1/4 line to the point of beginning.

ALSO EXCEPT;

All that part of the Northeast 1/4 of the Southwest 1/4 of Section 28, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan, which lies Westerly of a line 115 feet Easterly of, measured at right angles and parallel to the survey line of the Northbound Roadway of Highway US-27.

The survey line of Highway US-27 is described as:

Beginning at a point on the South line of said Section 28 which is North 89 degrees 40 minutes 44 seconds West, 1236.80 feet from the North 1/4 corner of said Section 28; thence North 06 degrees 01 minutes 46 seconds East, 2514.73 feet to the point of curve of a 00 degrees 30 minutes curve to the left; thence Northerly along the arc of said curve, 1823.56 feet to the point of tangent of said curve; thence North 03 degrees 05 minutes 18 seconds West, 1500 feet to a **Point of Ending**.

Per First American Title Insurance Company Commitment No. 576250 (2207 David Klein) printed March 30, 2012 with an effective date of March 21, 2012 @ 8:00 AM

Tax Item No. 080-028-200-005-00

REVISED 5/23/12
Sheet 2 of 3

8042.233 Livingston-Vanderbilt 2012 CONST BASE.dwg
COPYRIGHT ©2012 MCNEELY & LINCOLN ASSOCIATES, INC.

<p>MCNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</p>	For <u>I.T.C.</u> Date <u>4/16/12</u>
	Scale <u>NONE</u> Drawn By <u>SA</u>
	Job No. <u>8042.233</u> Checked By <u>DW</u>



EXHIBIT A
LV-5 (GAPINSKI)

EASEMENT DESCRIPTION

Part of the Northwest 1/4 of Section 28, and part of the Northeast 1/4 of Section 29, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan, described as all that part of the above described Grantor's Land which lies within 85.00 feet on each side of the following described line:

Commencing at the Northwest corner of Section 28 and the Northeast corner of Section 29, Town 31 North, Range 3 West;
thence South 89 degrees 00 minutes 21 seconds East, along the North line of Section 28, 1267.48 feet to the Point of Beginning of said described line;
thence South 11 degrees 25 minutes 36 seconds West 85.95 feet;
thence South 39 degrees 22 minutes 01 second West 1957.65 feet;
thence South 00 degrees 07 minutes 54 seconds West 508.85 feet;
thence South 06 degrees 35 minutes 17 seconds East 520.15 feet to the Point of Ending of said described line, said point of ending lying South 89 degrees 13 minutes 16 seconds East, along the East-West 1/4 line of Section 28, 73.19 feet from the West 1/4 corner of Section 28 and the East 1/4 corner of Section 29. The side lines of herein described easement are to be prolonged or shortened to meet at angle points and to terminate at the boundaries of the above described Grantor's Land.

REVISED 5/23/12
Sheet 3 of 3

8042.233 Livingston-Vanderbilt 2012 CONST BASE.dwg
COPYRIGHT ©2012 MCNEELY & LINCOLN ASSOCIATES, INC.

MCNEELY & LINCOLN Associates, Inc. CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-8777 FAX (734) 432-8786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM	For	I.T.C.	Date	4/16/12
	Scale	NONE	Drawn By	SA
	Job No.	8042,233	Checked By	DW

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

First American Title Insurance Company

SCHEDULE A

Commitment No.: 576250
2207 David Klein

Revision A Date Printed: August 22, 2012

1. Effective Date: March 21, 2012 @ 8:00 AM

2. Policy or Policies to be issued: Policy Amount
(a) ALTA Owners Policy (6-17-06) \$1,000.00

Proposed Insured:
Prospective Purchaser

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

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Velma L. Gapinski as survivor of herself and her deceased husband, Blase B. Gapinski, whose death certificate is
recorded in Liber 700, page 815

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

(SEE EXHIBIT A LEGAL DESCRIPTION)

1940 Morgan Road Gaylord MI 49735



Issued By: First American Title Insurance Company
For questions regarding this commitment contact;
(616)667-9084 or fax to (866)865-5341
4175 Parkway Place SW, Suite 108
Grandville, MI 49418

First American Title Insurance Company
4175 Parkway Place SW
Grandville, MI 49418

Schedule B – Section I REQUIREMENTS

Commitment No.: 576250

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.

Schedule B – Section II EXCEPTIONS

Commitment No.: 576250

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 the Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 85, page 423, as to Parcel 1.
2. Right-of-Way Agreement in favor of Michigan Consolidated Gas Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 105, page 582, as to Parcel 1.
3. Release and Right-of-Way Grant in favor of Mercury Exploration Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 563, page 559.
4. Rights of tenants, if any, under any unrecorded leases.
5. Lien for outstanding water or sewer charges, if any.
6. All Taxes paid to and including 2011
2011 Summer Taxes PAID in the amount of \$1,039.17
2011 Winter Taxes PAID in the amount of \$745.83
Tax Item No. 69-080-028-200-005-00

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the 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.

**EXHIBIT A
LEGAL DESCRIPTION**

File No.: 576250

The land referred to in this Commitment, situated in the County of Otsego, Township of Livingston, State of Michigan, is described as follows:

PARCEL 1:

The Northwest 1/4 of Section 28, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan.

EXCEPT;

All that part of the Northwest 1/4 of said Section 28 described as: Beginning at a point on the North line of said Section 28, North 89 degrees 13 minutes 26 seconds West, 718.04 feet from the North 1/4 corner of said Section 28; thence South 00 degrees 46 minutes 34 seconds East, 120.00 feet; thence North 89 degrees 13 minutes 26 seconds West, 131.90 feet; thence North 03 degrees 05 minutes 18 seconds West, 120.27 feet; thence South 89 degrees 13 minutes 26 seconds East, 140 feet to the point of beginning.

ALSO EXCEPT;

A strip of land 380 feet in width lying between a line 115 feet Easterly of and a line 265 feet Westerly of, both lines measured at right angles and parallel to the survey line of the Northbound Roadway of Highway US-27, over and across the Northwest 1/4 of said Section 28.

The survey line of Highway US-27 is described as:

Beginning at a point on the South line of said Section 28 which is North 89 degrees 40 minutes 44 seconds West, 1236.80 feet from the North 1/4 corner of said Section 28; thence North 06 degrees 01 minutes 46 seconds East, 2514.73 feet to the point of curve of a 00 degrees 30 minutes curve to the left; thence Northerly along the arc of said curve, 1823.56 feet to the point of tangent of said curve; thence North 03 degrees 05 minutes 18 seconds West, 1500 feet to a point of ending.

PARCEL 2:

The Northeast 1/4 of the Southwest 1/4 of Section 28, Town 31 North, Range 3 West, Livingston Township, Otsego County Michigan.

EXCEPT;

Commencing at the South 1/4 corner of said Section 28; thence North 00 degrees 11 minutes 05 seconds East, 1319.75 feet along the North-South 1/4 line of said Section 28 as monumented and the centerline of Morgan Road to the point of beginning; thence North 89 degrees 19 minutes 08 seconds West, 622.31 feet along the East and West 1/8 line of the Southwest 1/4 of said Section 28; thence North 00 degrees 11 minutes 05 seconds East, 175.00 feet; thence South 89 degrees 19 minutes 08 seconds East 622.31 feet; thence South 00 degrees 11 minutes 05 seconds West, 175.00 feet along said 1/4 line to the point of beginning.

ALSO EXCEPT;

All that part of the Northeast 1/4 of the Southwest 1/4 of Section 28, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan, which lies Westerly of a line 115 feet Easterly of, measured at right angles and parallel to the survey line of the Northbound Roadway of Highway US-27.

The survey line of Highway US-27 is described as:

Beginning at a point on the South line of said Section 28 which is North 89 degrees 40 minutes 44 seconds West, 1236.80 feet from the North 1/4 corner of said Section 28; thence North 06 degrees 01 minutes 46 seconds East, 2514.73 feet to the point of curve of a 00 degrees 30 minutes curve to the left; thence Northerly along the arc of said curve, 1823.56 feet to the point of tangent of said curve; thence North 03 degrees 05 minutes 18 seconds West, 1500 feet to a point of ending.

Tax Item No. 69-080-028-200-005-00

Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.

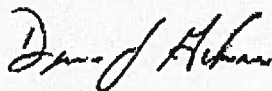
First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in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

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

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

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

First American Title Insurance Company



Dennis J. Gilmore
President



Timothy Kemp
Secretary



CONDITIONS:

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

Issued by: **First American Title Insurance Company**
4175 Parkway Place SW, Suite 108
Grandville, Michigan 49418
Ph: (616)667-9084 or Fax to: (866)865-5341



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.

160 acres

10-7-59



This Indenture, Made this 7th day of October

in the year of our Lord one thousand nine hundred and fifty-nine
BETWEEN Martin Gapinski and Mary Gapinski of Gaylord, Michigan,
Husband and wife

of the first part, and Blase B. Gavinski and Velma L. Gavinski of Gaylord,
Michigan

husband and wife, as tenants by the entirety, of the second part.
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
One Dollar and other valuable consideration-----Dollars
to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed
and acknowledged, do-- by these presents, grant, bargain, sell, remise, release, alien and confirm unto the
said parties of the second part, and their assigns, and the survivor of them, his or her heirs or assigns,
FOREVER, all that certain piece-- or parcel-- of land situate and being in the
Township of Livinaston County of Otsego and
State of Michigan, and described as follows, to-wit:

The North-west quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28)
Township Thirty-one (31) North, Range Three (3) West,
containing one hundred sixty (160) acres more or less,
according to the United States survey.

OTSEGO COUNTY Gaylord, Mich.
TREASURER'S OFFICE
I hereby certify that according to our records all taxes
returned to this office are paid for five years preceding
the date of this instrument. This does not include taxes
in the process of collection.
COUNTY TREASURER

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise
appertaining: **To Have and to Hold** the said premises, as above described, with the appurtenances, unto the
said parties of the second part, and to their assigns, and the survivor of them, his or her heirs or assigns.
FOREVER. And the said Martin Gavinski and Mary Gapinski, parties of the
first part for themselves and
for their heirs, executors, and administrators, do - covenant, grant, bargain and agree to
and with the parties of the second part, their assigns, and the survivor of them, his, or her heirs or assigns, that
at the time of the enrolling and delivery of these presents they are ----- well seized of the
above granted premises in Fee Simple; that they are free from all incumbrances whatever

and that they will, and their heirs, executors and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed and Delivered in Presence of
Martin Gajinski
Elmer G. Smith
Mary Gajinski
Clare P. Glasser

STATE OF MICHIGAN, ss.
Country of OTSEGO
On this 7th day of October in the year one thousand nine hundred and fifty-five before me, a Notary Public in and for said County, personally appeared Martin Gajinski and Mary Gajinski

to me known to be the same person as described in and who executed the within instrument, who each acknowledged the same to be their free act and deed.

Elmer G. Smith
Elmer G. Smith
Notary Public, Otsego County, Michigan
My commission expires August 20th 1961.

1. See Act No. 179 of the Public Acts of 1941, requiring the address of each of the Grantees in each Deed of Conveyance or Assignment of Real Estate, including the Street Number, where such numbers are in common use, or, if not, the Post-office address shall be legibly printed, typewritten, or stamped in such instrument.
* PRINT, TYPEWRITE OR STAMP names of persons executing the instrument, also names of the Witnesses and Notary Public immediately underneath such signatures

1008
WARRANTY DEED
Typewriter Short Form - To Tenants by the Entirety

TO

REGISTERS OFFICE, ss.
Otsego County, Michigan
This instrument was presented and received for Record this 7th day of October A. D. 1955 at 11:30 o'clock P. M. and recorded in Liber 90 on Page 447.9, as a proper certificate was furnished in compliance with Section 3331, Compiled Laws of 1929, as amended.
Charles W. Weston, Jr.
Register of Deeds

*Form
deeded back
to Martin &
Mary by
Blaine
11-30-54*



This Indenture, Made this **30th** day of **November**

in the year of our Lord one thousand nine hundred and **fifty-four**
BETWEEN Blase B. Gapinski and Velma L. Gapinski, his wife, of
Gaylord, Michigan

of the first part, and **Martin Gapinski and Mary Gapinski** of Gaylord, Michigan

husband and wife, as tenants by the entirety, of the second part.
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
One Dollar and other valuable consideration ----- Dollars
to **them** in hand paid by the said parties of the second part, the receipt whereof is hereby confessed
and acknowledged, do -- by these presents, grant, bargain, sell, remise, release, alien and confirm unto the
said parties of the second part, and their assigns, and the survivor of them, his or her heirs or assigns,
Forever, all **that** certain piece -- or parcel -- of land situate and being in the
Township of **Livingston** County of **Otsego** and
State of Michigan, and described as follows, to-wit:

**The North-west quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28),
Township Thirty-one (31) North, Range Three (3) West,
containing one hundred sixty (160) acres more or less
according to the United States survey.**

OTSEGO COUNTY, | Gaylord, Mich., *Nov. 30, 1954*
TREASURER'S OFFICE | I hereby certify that there are no tax liens or titles held by the
State or Tax liens or titles held by individuals on the land herein described in the within in-
strument and that all taxes which by law are required to be returned to this office have been
fully paid for the five years preceding the date of said instrument as shown by the records
of this office.
This certificate does not apply to the taxes if any now in process of collection by township or
city or village collecting officers.
Harold S. Long County Treasurer

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise
appertaining: **To Have and to Hold** the said premises, as above described, with the appurtenances, unto the
said parties of the second part, and to their assigns, and the survivor of them, his or her heirs or assigns,
FOREVER. And the said **Blase B. Gapinski and Velma L. Gapinski,** parties of
the **first part** for themselves and
for **their** heirs, executors, and administrators, do -- covenant, grant, bargain and agree to
and with the parties of the second part, their assigns, and the survivor of them, his, or her heirs or assigns, that
at the time of the ensembling and delivery of these presents **they are** ----- well seized of the
above granted premises in Fee Simple; that they are free from all incumbrances whatever

and that they will, and their heirs, executors and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

In Witness Whereof, The said part 1st of the first part, has hereunto set their hands and seals the day and year first above written.

Signed and Delivered in Presence of

Blase B. Gapinski
Blase B. Gapinski

Elmer G. Smith
Elmer G. Smith

Velma L. Gapinski
Velma L. Gapinski

Martha Gapinski
Martha Gapinski

STATE OF MICHIGAN, } ss.

COUNTY OF OTSEGO

On this 30th day of November in the year one thousand nine hundred and fifty-four before me, a Notary Public in and for said County, personally appeared Blase B. Gapinski and Velma L. Gapinski, husband and wife

to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their free act and deed.

Elmer G. Smith
Elmer G. Smith

Notary Public, Otsego County, Michigan

My commission expires Sept. 4th 19 57

1. See Act No. 179 of the Public Acts of 1941, requiring the address of each of the Grantees in each Deed of Conveyance or Assignment of Real Estate, including the Street Number, where such numbers are in common use, or, if not, the Post-office address shall be legibly printed, typewritten, or stamped in such instrument.
* PRINT, TYPEWRITE OR STAMP names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such signature.

1002
WARRANTY DEED
Typewriter Short Form—To Tenants by the Entirety

Blase B. Gapinski and
Velma L. Gapinski
His wife

To
Martin Gapinski and
Mary Gapinski
Husband and wife

REGISTER'S OFFICE, } ss.
OTSEGO COUNTY,
This instrument was presented and received for Record this 30th day of Nov A. D. 19 54 at 4:20 o'clock P. M., and recorded in Liber 63 of Books on Page 109 as a proper certificate was furnished in compliance with Section 3331, Compiled Laws of 1929, as amended.
Thos. W. West
Register of Deeds.