



Real Estate and Claims Division

Date: November 2, 2012  
To: Records Center  
From: Barbara Mention *BM*  
Real Estate  
Subject: Easement-Section 33, Corwith Township, Otsego County,  
Michigan. Livingston-Vanderbilt Capital Project B0002867

Attached are papers related to the acquisition of a Transmission Line Easement, dated August 16, 2012 to Michigan Electric Transmission Company (METC) from Henry Smolarz, Martin Smolarz and Richard Smolarz, whose address is 5525 Pyke School Road, Gaylord, Michigan 49735.

The easement was acquired for the purpose of construction, maintenance, access and vegetation management.

The easement consideration was \$5,000.00, plus \$14,000.00 for trees.

The acquisition was negotiated by Deborah Poeder, Land Matters, LLC.

Please incorporate into the appropriate METC Right of Way File data base.

Attachment (s)

*Xref - 172-185-2*

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

*2012*  
**FILE**

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

**First American Title Insurance Company**

**SCHEDULE A**

Commitment No.: 583667  
2207 David Klein

Date Printed: May 31, 2012

1. Effective Date: May 15, 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:  
Hattie Smolarz, Henry Smolarz, Martin Smolarz and Richard Smolarz, survivors of themselves and their deceased joint tenant Ignace J. Smolarz, aka Ignatius J. Smolarz, whose death certificate is recorded in Liber 384, page 234
4. The land referred to in this Commitment, situated in the County of Otsego, Township of Corwith, State of Michigan, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

Vanderbilt MI



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.: 583667

### *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.: 583667

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. 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 502.
2. Highway Easement in favor of the Board of County Road Commissioners of the County of Otsego, State of Michigan and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 664, page 317.
3. Easement in favor of Great Lakes Energy Cooperative and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1185, page 715.
4. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
5. Interest of others in oil, gas and mineral rights, if any, recorded in the public records or unrecorded.
6. Lien for outstanding water or sewer charges, if any.
7. Rights of tenants, if any, under any unrecorded leases.
8. All Taxes paid to and including 2011  
2011 Summer Taxes PAID in the amount of \$447.10  
2011 Winter Taxes PAID in the amount of \$259.41  
Tax Item No. 69-042-033-200-015-00

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.: 583667**

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

North 1/2 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 33, Town 32 North, Range 3 West.

Tax Item No. 69-042-033-200-015-00

**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



**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.

# WARRANTY DEED

STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS: That **IGNACE SMOLARZ**, also described as **IGNACE SMOLARZ and EGAN SMOLASZ and HATTIE SMOLARZ**, his wife, of Gaylord, Michigan

Convey and Warrant to **IGNACE SMOLARZ, HATTIE SMOLARZ, his wife, HENRY SMOLARZ, MARTIN SMOLARZ and RICHARD SMOLARZ** as joint tenants, and not as tenants in common, with full rights of survivorship whose street number and postoffice address is Gaylord, Michigan

the following described premises situated in the Township of Corwith County of Otsego and State of Michigan, to-wit:

SE $\frac{1}{4}$  of Sec. 32 T 32 N R 3 W; and the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec. 33 T 32N, R3W

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1888

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, for the sum of **One Dollar(s)** and other valuable considerations; subject to

Dated this 12<sup>th</sup> day of May 19 64

Signed, in the presence of:

Signed by:

*Daniel F. Walsh*  
DANIEL F. WALSH  
*Bernice M. Heska*  
BERNICE M. HESKA

*Ignace Smolarz*  
IGNACE SMOLARZ  
*Hattie Smolarz*  
HATTIE SMOLARZ

STATE OF MICHIGAN }  
COUNTY OF Otsego }

On this 12<sup>th</sup> day of May 19 64 before me personally appeared **IGNACE SMOLARZ and HATTIE SMOLARZ, husband & wife**

to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission expires July 5th 19 64

*Daniel F. Walsh*  
DANIEL F. WALSH  
Notary Public,  
Otsego County, Michigan

### County Treasurer's Certificate

OTSEGO COUNTY TREASURER'S OFFICE } Gaylord, Mich.  
I hereby certify that according to our records all taxes assessed 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

### City Treasurer's Certificate

STATE OF MICHIGAN } RECORDS  
COUNTY OF OTSEGO } 12<sup>th</sup> May A.D. 19 64 10:30  
WELCH }  
REGISTER OF DEEDS

When recorded return to:

Recording Fee \_\_\_\_\_ Drafted by: \*  
U. S. Rev. Stamps \_\_\_\_\_ Business address:

\*See note re P.A. 1963, No. 150, on reverse side.

Drafted By  
**Walsh and O'Rourke**  
LAW OFFICES  
Gaylord, Michigan



LF \_\_\_\_\_  
CF 130



STATE OF MICHIGAN  
DEPARTMENT OF PUBLIC HEALTH

LIBER 384 PAGE 234

STATE FILE NUMBER

0931190

CERTIFICATE OF DEATH

DECEDENT  
IF DEATH OCCURRED IN INSTITUTION SEE MANUAL REGARDING COMPLETION OF RESIDENCE ITEMS

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

CAUSE OF DEATH

CERTIFIER

DISPOSITION

1. DECEASED NAME FIRST MIDDLE LAST <b>Ignatius J. Smolarz</b>		SEX <b>Male</b>	DATE OF DEATH (Mo., Day, Yr.) <b>Oct. 29, 1986</b>
2. RACE (to g. White, Black, American Indian, etc.) (Specify) <b>White</b>	AGE - Last Birthday (Yrs.) <b>80</b>	3. DATE OF BIRTH (Mo., Day, Yr.) <b>July 23, 1906</b>	4. COUNTY OF DEATH <b>Otsego</b>
5. LOCATION OF DEATH (Check one and specify) <input checked="" type="checkbox"/> INSIDE CITY LIMITS OF <b>Gaylord</b> <input type="checkbox"/> INSIDE VILLAGE LIMITS OF <input type="checkbox"/> TWP OF		6. HOSPITAL OR OTHER INSTITUTION - Name (If not in either, give street and number) <b>Otsego Memorial Hospital</b>	
7. STATE OF BIRTH (If not in U.S.A. name country) <b>Michigan</b>	8. CITIZEN OF WHAT COUNTRY <b>U.S.A.</b>	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) <b>Married</b>	10. SURVIVING SPOUSE (If wife, give maiden name) <b>Hattie Dzwik</b>
11. SOCIAL SECURITY NUMBER [REDACTED]	12. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) <b>Farmer</b>	13. KIND OF BUSINESS OR INDUSTRY <b>Farming</b>	
14. CURRENT RESIDENCE - STATE <b>Michigan</b>	15. COUNTY <b>Otsego</b>	16. LOCALITY (Check one and specify) <input checked="" type="checkbox"/> INSIDE CITY LIMITS OF <input type="checkbox"/> INSIDE VILLAGE LIMITS OF <input type="checkbox"/> TWP OF <b>Corwith</b>	17. STREET AND NUMBER <b>1122 Winters Rd.</b>
18. FATHER - NAME FIRST MIDDLE LAST <b>Joseph Smolarz</b>		19. MOTHER - MAIDEN NAME FIRST MIDDLE LAST <b>Mary Fluder</b>	
20. INFORMANT <b>(Signature) Martin Smolarz</b>		21. MAILING ADDRESS STREET OR R.F.D. NO. CITY OR TOWN STATE ZIP <b>5525 Pyke School Rd. Gaylord Michigan 49735</b>	
22. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) PART I (a) <b>Cardiorespiratory Arrest</b> DUE TO, OR AS A CONSEQUENCE OF: (b) <b>ASCVD</b> DUE TO, OR AS A CONSEQUENCE OF: (c) <b>Resected Prostate Cancer</b>			
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I <b>Congestive Heart Failure</b>			
23. PLACE OF DEATH (Home, Nursing Home, Hospital, Ambulance) (Specify) <b>Hospital</b>		24. IF HOSP. OR INST., indicate DOA, OP, Error No., Inpatient (Specify) <b>Inpatient</b>	25. AUTOPSY (Specify Yes or No) <b>No</b>
26. To the best of my knowledge, death occurred at the time, date and place and due to the causes stated (Signature and Title) <b>W. Korns MD</b>		27. THIS CASE REVIEWED AND DETERMINED NOT TO BE A MEDICAL EXAMINER'S CASE <input type="checkbox"/> On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the causes stated	
28. DATE SIGNED (Mo., Day, Yr.) <b>10/29/86</b>	29. HOUR OF DEATH <b>2:40 A.M.</b>	30. DATE SIGNED (Mo., Day, Yr.)	31. HOUR OF DEATH
32. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) <b>Wayne Korns MD. 847 N. Center, Gaylord, Michigan 49735</b>		33. MEDICAL EXAMINER 24a. <input type="checkbox"/> ON 24b. <input type="checkbox"/> AT	34. PRONOUNCED DEAD (Mo., Day, Yr.) <b>Oct. 30, 1986</b>
35. ACC. SUICIDE, HON. NATURAL OR PENDING INVEST (Specify) <b>Natural</b>	36. DATE OF INJURY (Mo., Day, Yr.)	37. HOUR OF INJURY	38. DESCRIBE HOW INJURY OCCURRED
39. INJURY AT WORK (Specify Yes or No)	40. PLACE OF INJURY - At home, farm, street, factory, office building, etc (Specify)		41. LOCATION STREET OR R.F.D. NO. CITY, VILLAGE OR TOWNSHIP STATE
42. BURIAL, CREMATION, REMOVAL, OTHER (Specify) <b>Burial</b>		43. CEMETERY OR CREMATORY - NAME <b>Resurrection Cemetery</b>	
44. DATE (Mo., Day, Yr.) <b>Oct. 31, 1986</b>		45. LOCATION CITY, VILLAGE OR TOWNSHIP STATE <b>Vanderhilt, Michigan</b>	
46. NAME OF FACILITY <b>Nelson Funeral Home</b>		47. ADDRESS OF FACILITY <b>135 N. Center, Gaylord, Michigan</b>	
48. FUNERAL SERVICE LICENSEE (Signature) <b>[Signature]</b>		49. REGISTRAR (Signature) <b>[Signature]</b>	
50. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) <b>Oct. 30, 1986</b>			

B-36a  
5/83

I HEREBY CERTIFY this is a True & Correct Copy of the Record on file in the Office of the COUNTY CLERK, Otsego County, State of Michigan.  
**Charles J. Harvath**  
Otsego County Clerk  
Date



STATE OF MICHIGAN  
COUNTY OF OTSEGO  
RECORDED **30th** DAY  
**Oct.** A.D. 19**86** AT **3:40** P. M.  
**Archie J. Nescock**  
REGISTER OF DEEDS

PREPARED BY:  
DUTCHESS, MIKA, MILES, MEYERS & SNOW  
ATTORNEYS AT LAW  
SUITE 311 WATERS BUILDING  
GRAND RAPIDS, MICHIGAN 49502

# RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of NINETY AND 00/100

DOLLARS (\$ 90.00 ) in hand paid, receipt of which is hereby acknowledged,

IGNACE SMOLARZ and HATTIE SMOLARZ, his wife, HENRY SMOLARZ, A Single Man  
MARTIN SMOLARZ ~~MAN~~ A Single Man  
RICHARD SMOLARZ, A Single Man Gaylord, Michigan.

do hereby grant, convey and warrant to Michigan Consolidated Gas Company, a Michigan Corporation with its principal office at One Woodward Avenue, Detroit, 26, Michigan, its successors and assigns, a Right-of-Way to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline or pipelines, for the transportation of gas, or any of its products, and such mains, service laterals, drips, valves, regulators, fittings, meters and other equipment and appurtenances as may be necessary or convenient for its operations, over and through the following real estate in \_\_\_\_\_ Corwith \_\_\_\_\_ Township \_\_\_\_\_ Otsego \_\_\_\_\_ County, State of Michigan, to-wit:

The Northeast quarter (NE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section 33, Town 32 North, Range 3 West,

STATE OF MICHIGAN ) RECORDED 6th DAY OF  
COUNTY OF OTSEGO ) May 1965 9:30  
CLOCK P.M.  
Theodore D. Reed  
REGISTER OF DEEDS

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.

And also from time to time additional such pipelines, and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remains thereon.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its lines hereunder.

Grantee shall not interfere with the use of said premises by Grantor for stock raising or farming purposes, except in the exercise of the work permitted hereunder.

Grantee shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned by its operations under this grant. If this amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the Grantor, one by the Grantee and the third by the two so appointed and their written determination of amount shall be final and conclusive.

The Grantors represent that the above described land is Not rented for the period beginning \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_ on \_\_\_\_\_ basis, (Cash or Crop) to \_\_\_\_\_

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this 21 day of January, 1965.

Executed and Delivered in the presence of:  
Jack A. Holt  
Keith MacKellar

In consideration of \$1.00 and other considerations I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment of the Grantee therein of the rights granted by agreement.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Ignace Smolarz  
Ignace Smolarz  
Hattie Smolarz  
HATTIE SMOLARZ  
Henry Smolarz  
Henry Smolarz  
Martin Smolarz  
Martin Smolarz  
Richard Smolarz  
Richard Smolarz

**LIBER 0664 PAGE 317**

**OTSEGO COUNTY  
MICHIGAN  
RECEIVED FOR RECORD**

**98 JAN -8 AM 9:22**

**EVELYN H. PRATT  
CLERK / REGISTER OF DEEDS**

**HIGHWAY EASEMENT**

**OTSEGO COUNTY ROAD COMMISSION  
669 West McCoy Road; P.O. Box 537  
Gaylord, MI 49734-0537  
(517) 732-5202; Fax: (517) 732-6775**

**FOR:**

**PYKE SCHOOL ROAD**

**-See Attached-**

*11/6/5*

Proj. No. \_\_\_\_\_

Pyke School Road

Parcel No. 42-033-200-015-00

**STATE OF MICHIGAN  
BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OTSEGO  
HIGHWAY EASEMENT**

For and in consideration of the sum of \_\_\_\_\_ dollar(s) and the improvement of Pyke School Road and other valuable consideration, the receipt whereof is hereby confessed and acknowledged, the undersigned, Martin Smolarz, Henry Smolarz, and Richard Smolarz, all married men, 5525 Pyke School Road Gaylord, MI 49735

hereby grant and convey to the Board of County Road Commissioners of the County of Otsego, State of Michigan, whose address is 720 South Otsego Avenue, Gaylord, Michigan 49735, an easement for highway purposes, in, over, and upon the parcels of land described as:

Being the westerly thirty-three (33) feet of the following land described as:

North One-Half (1/2) of the Southwest Quarter (1/4) and the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-Three (33), T32N-R3W, Corwith Township, Otsego County, Michigan.

All existing fences thereon will be moved to the new right of way line by the grantee at the expense of the grantee.

The grantors hereby warrant that they are the fee owners of the above lands over which the easement is conveyed and that they have the authority to make this conveyance.

This conveyance includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation in the right of way as, in the judgement of the Board of County Road Commissioners, is necessary to the construction and maintenance of the highway, further notice of such removal being hereby expressly waived.

The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board or advertising device, shall be by us erected, permitted or maintained in or upon the Right of Way as described herein. This covenant is hereby declared to a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

This covenant includes a release of any and all claims to damage arising from or incidental to the altering, widening, draining, and improving of the road and the location thereof in, over, and upon the land hereby conveyed to the Board of County Road Commissioners.

Witness our hands and seals this 30th day of September A.D. 1997

Signed, Sealed and Delivered in Presence of:

<u>Karen M. Miller</u> Karen M. Miller	WITNESS	<u>Martin Smolarz</u> *Martin Smolarz	(L. S.) GRANTOR
<u>Martin Smolarz</u> Martin Smolarz	WITNESS	<u>Henry Smolarz</u> *Henry Smolarz	(L. S.) GRANTOR
<u>Martin Smolarz</u> Martin Smolarz	WITNESS	<u>Richard Smolarz</u> *Richard Smolarz	(L. S.) GRANTOR
<u>Michael A. Ryan</u> Michael A. Ryan	WITNESS		(L. S.) GRANTOR

State of Michigan, County of OTSEGO

On this 30th Day of September A.D. 1997, before me.

the undersigned, personally appeared Martin Smolarz, Henry Smolarz and Richard Smolarz to me known to be the persons who executed the foregoing release and severally acknowledged the same to be their free act and deed.

Drafted by: Tom Deana, F.E. Notary Public Karen M. Miller OTSEGO County, Michigan

Address: Otsego County Road Commission Acting in Otsego County, Michigan  
P.O. Box 537  
Gaylord, MI 49735 My Commission Expires September 10, 2001

\*PRINT, TYPEWRITE OR STAMP names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such Signatures. 5468P



OTSEGO COUNTY MICHIGAN  
RECEIVED FOR RECORD  
MICHIGAN DEPARTMENT OF CLERK & REGISTER  
11/19/2008 2:19:14 PM

11-19-08P02:18 RCVD

**EASEMENT**

File No. 3629562

MARTIN M. SMOLARZ ~~ET AL~~ *Henry L. Smolarz and Richard A. Smolarz* Grantor  
*all married men*

Whose address is: 5525 PYKE SCHOOL ROAD, GAYLORD, MICHIGAN 49735

for a good and valuable consideration less than \$100.00, state exemption MCL 207.526 Sec. 6 (a) & county exemption MCL 207.505 Sec. 5 (a) the receipt of which is hereby acknowledged, do hereby grant, convey and warrant to Great Lakes Energy Cooperative, a Michigan Non-Profit Corporation, whose address is 1323 Boyne Avenue, Boyne City, Michigan, 49712/One Cooperative Center Drive, Newaygo, Michigan 49337, It's Licensees, lessees, successors and assigns forever, an easement and right to construct overhead and/or underground electrical distribution and/or communication facilities for the purpose of providing electric and/or communication service to the hereinafter described property and any present or future extensions thereon and therefrom, of like kind and nature, to contiguous property. Such facilities shall include all necessary poles, fixtures, guys, anchors, wire, cables, trenches, conduits, risers, pedestals, pads, mounts, enclosures and other appurtenances under, upon, over and across the property owned by the undersigned grantor and described as being situated in the township of CORWITH, County of OTSEGO, and of Michigan, and all or a part of Section 33 described as the west 45 ft of the SW1/4 of the NW1/4 of Parcel number 042-033-0200-015-00 See attachment "A" for drawing: T32N R3W, with full right and authority to the agents or employees of the said Grantee to enter at all times upon the said premises for the purpose of inspecting, repairing, maintaining, enlarging, burying, relocating, extending and replacing thereon, and in, under or upon all such streets, roads or highways abutting said lands and said facilities. Also conveying the right and authority to enter upon said property to trim and cut down, or control by herbicides, any and all trees or brush which trees or brush in the opinion of the Grantee interfere or threaten to interfere with the construction or safe operation and maintenance of Grantee's facilities within the easement herein granted.

(Route to be taken from engineering data only.)

Egress or extension of Grantee's facilities thereon or therefrom to contiguous land to be determined and constructed by the Grantee as future additional service needs on the premises or in the area may require. Grantor agrees that no buildings, mobile homes, fixtures or structures, whether occupied or unoccupied will be placed on, under or over the easement herein given and granted or within such proximity thereto as, in the opinion of the Grantee, constitute a safety hazard or interfere or threaten to interfere with the construction, operation, extension or maintenance of said facilities, provided however, Grantor may on giving Grantee not less than a thirty day written notice demand that Grantee relocate and Grantee shall within a reasonable time, weather and working conditions permitting, after receiving said notice, relocate its facilities on Grantor's above described premises. Grantor shall pay, in advance, all costs in amount, time and manner commensurate with other service charges then in effect and filed with the Michigan Public Service Commission. Grantor further covenants and agrees that if through inadvertence or otherwise, buildings, fixtures or structures are hereafter placed on, under or over the easement herein given and granted Grantee may relocate its facilities on Grantor's above described premises and Grantor shall pay all costs of relocating said facilities in the manner same as if the relocation were at Grantor's request.

*Becky Farmer PO Box 2244  
Gaylord MI 49734*

*2/3*

The Grantor expressly agrees that non-use, or a limited use of this easement by the Grantee shall not prevent Grantee from the within contemplated use of the fullest extent herein authorized and granted and further agrees to the joint use or occupancy of the line or system by any other person, association or corporation for electrical or telephone purposes.

This grant is hereby declared binding upon the heirs, representatives, successors, and assigns of the undersigned Grantor. Where applicable, relative words shall be read as either sex, plural or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument this 18 day of Nov, 2008

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness (sign)

\_\_\_\_\_  
(type or print)

\_\_\_\_\_  
Witness (sign)

\_\_\_\_\_  
(type or print)

Martin M. Smolarz  
Grantor (sign)

MARTIN M. SMOLARZ (Married Man)

Henry L. Smolarz  
Grantor (sign)

HENRY L. SMOLARZ (Married Man)

Richard A. Smolarz  
Grantor (sign)

RICHARD A. SMOLARZ (Married Man)

PREPARED BY:

Great Lakes Energy Cooperative  
P. O. Box 97  
Waters, Michigan 49797



LIBER 1185 PAGE 716

**ACKNOWLEDGMENT**

STATE OF MICHIGAN )  
COUNTY OF Otsego )SS

On this 18th day of November, 2008, a Notary Public in and for said County, personally appeared

Martin M. Smolarz, Henry L. Smolarz and Richard A. Smolarz,  
all married men

to be known to be the person S described in and who executed the foregoing instrument and who duly acknowledged the same to be their free act and deed.

Becky A. Farmer  
Becky A. Farmer  
Notary Public, Otsego County, Michigan  
Acting in Otsego County Michigan  
My Commission expires 5/15/2010

ATTACHMENT "A"



26P



LIBER 1185

PAGE 717

PYKE SCHOOL RD

2

3

NORTH PROPERTY LINE

MARTIN M. SMOLARZ ET UX

4M



4

5

WELL ACCESS

NEW POLE #6A  
34' EAST OF DRIVEN CENTER  
LINE OF ROAD

POLE 6A IS APPROXIMATELY  
676' SOUTH OF  
NORTH PROPERTY  
LINE

7

NEW POLE #7A  
43' EAST OF DRIVEN CENTER  
LINE OF ROAD

POLE 7A IS APPROXIMATELY  
1004' SOUTH OF NORTH  
PROPERTY LINE





OTSEGO COUNTY MICHIGAN RECEIVED FOR RECORD SUSAN DEFFEYTER, CLERK/REGISTER OF DEEDS 06/07/2012 3:38:22 PM

RCVD JUN 7 12 PM 3:37

LF 97-148  
CF



STATE OF MICHIGAN DEPARTMENT OF COMMUNITY HEALTH CERTIFICATE OF DEATH

STATE FILE NUMBER 1328769

TYPE/PRINT IN PERMANENT BLACK INK

1 DECEDENT'S NAME (First, Middle, Last) <b>HATTIE V. SMOLARZ</b>		2 SEX <b>FEMALE</b>	3 DATE OF DEATH (Month, Day, Year) <b>SEPTEMBER 1, 1997</b>
4a AGE - Last Birthday (Years) <b>89</b>	4b UNDER 1 YEAR MONTHS: <b>0</b> DAYS: <b>0</b>	4c UNDER 1 DAY HOURS: <b>0</b> MINUTES: <b>0</b>	5 DATE OF BIRTH (Month, Day, Year) <b>AUGUST 4, 1908</b>
6a LOCATION OF DEATH (Enter place officially pronounced dead in 7a, 7b, 7c) <b>McREYNOLDS HALL</b>		6b IF HOSP OR INST Inpatient, Co (Enter Room, BGA (Specify)) <b>INPATIENT</b>	6c COUNTY OF DEATH <b>OTSEGO</b>
7a SOCIAL SECURITY NUMBER <b>364 54 4684</b>	7b USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) <b>HOMEMAKER</b>	7c KIND OF BUSINESS OR INDUSTRY <b>OWN HOME</b>	
10a CURRENT RESIDENCE - STATE <b>MICHIGAN</b>	10b COUNTY <b>OTSEGO</b>	10c LOCALITY (Check one box and specify) <input type="checkbox"/> INSIDE CITY OR VILLAGE OF <input checked="" type="checkbox"/> TWP. OF <b>LIVINGSTON</b>	10d STREET AND NUMBER <b>4261 MURNER RD</b>
10e ZIP CODE <b>49735</b>	11 BIRTHPLACE (City and State or Foreign Country) <b>ELMIRA, MI</b>	12 MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) <b>WIDOWED</b>	13 SURVIVING SPOUSE (If wife, give name before last married)
14 WAS DECEDENT EVER IN U.S. ARMED FORCES (Specify Yes or No, 7) <b>No</b>	15 ANCESTRY - Mexican, Puerto Rican, Cuban, Central or South American, Chinese, other Hispanic, Afro-American, Arab, English, French, Spanish, etc. (Specify below) <b>POLISH</b>	16 RACE - American Indian, Black, White, etc. (If race, give nationality if Chinese, Filipino, Asian Indian, etc. (Specify below)) <b>WHITE</b>	17 DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) <b>8</b> College (13 or 5+)
18 FATHER'S NAME (First, Middle, Last) <b>LUDWIG DZNIK</b>	19 MOTHER'S NAME (First, Middle, Surname before last married) <b>FRANCES PIETROWSKA</b>		
20a INFORMANT'S NAME (Type/Print) <b>REGINA RENKIEWICZ</b>	20b MAILING ADDRESS (Street and Number or Rural Route Number, City or Village, State, ZIP Code) <b>4261 MURNER RD., GAYLORD, MI 49735</b>		
21 METHOD OF DISPOSITION - Burial, Cremation, Removal, Donation, Other (Specify) <b>BURIAL</b>	22a PLACE OF DISPOSITION (Name of Cemetery, Crematory, or other place) <b>RESURRECTION CEMETERY</b>	22b LOCATION - City or Village, State <b>VANDERBILT, MI</b>	
23 SIGNATURE OF FUNERAL SERVICE LICENSEE <i>John J. Weston</i>	24 LICENSE NUMBER (of Licensee) <b>5616</b>	25 NAME AND ADDRESS OF FACILITY <b>NELSON FUNERAL HOME, INC. 135 N. CENTER, GAYLORD, MI 49735</b>	
26 PART I Enter the disease, injuries, or complications that caused the death. Do NOT enter the mode of dying, such as cardiac or respiratory arrest, stroke, or heart failure. List only one cause on each line. IMMEDIATE CAUSE (Final disease or condition resulting in death) <b>CAD with severe CHF (terminal) 2 months</b> DUE TO (OR AS A CONSEQUENCE OF) <b>CAD</b> Years <b>Peptic Ulcer Disease</b> Years DUE TO (OR AS A CONSEQUENCE OF) PART II Other significant conditions contributing to death but not resulting in the underlying cause given in Part I			
27a WAS AN AUTOPSY PERFORMED? (Yes or No) <b>No</b>		27b WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or No)	
28 ACTUAL PLACE OF DEATH (Home, Nursing Home, Hospital, Assisted Living, etc. (Specify)) <b>NURSING HOME</b>	29 WAS CASE REFERRED TO MEDICAL EXAMINER? (Specify Yes or No) <b>NO</b>	31a (Check one only) <input type="checkbox"/> The case reviewed and determined not to be a medical examiner's case <input type="checkbox"/> On the basis of examination and of investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner stated	
30a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated (Signature and Title) <i>William Kerr MD</i>	30b DATE SIGNED (Mo., Day, Yr) <b>9-2-97</b>	30c TIME OF DEATH <b>19:25</b>	30d M
30e NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)	31b DATE SIGNED (Mo., Day, Yr) <b>ON</b>	31c CASE NUMBER <b>0-11230</b>	31d TIME OF DEATH <b>M</b>
32a NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 28) (Type or Print) <b>WILLIAM KERR MD., 850 N. OTSEGO, GAYLORD, MI 49735</b>	32b LICENSE NUMBER <b>064515</b>	33a ACC. RAILROAD, HIGHWAY, NATURAL OR PENDING INVEST? (Specify)	
33b DATE OF INJURY (Mo., Day, Yr)	33c TIME OF INJURY <b>M</b>	33d DESCRIBE HOW INJURY OCCURRED	
33e INJURY AT WORK (Specify Yes or No)	33f PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)	33g LOCATION - Street or RFD No. City, Village or Twp. State	
34a DATE OF DEATH (Month, Day, Year) <b>SEPTEMBER 1, 1997</b>	34b DATE FILED (Month, Day, Year) <b>SEPTEMBER 2, 1997</b>		

HEREBY CERTIFY, this is a True and Correct Copy of the Record on file in the Office of the COUNTY CLERK, Otsego County, State of Michigan  
*Susan Deffeyter*  
Otsego County Clerk

Land Matters  
0-11230  
Tallmadge  
Woods Dr  
6R ME  
49534

NAME OF DECEDENT FOR USE BY MICHIGAN OR INSTITUTION

REPORTER

INTERVIEW

DATE

CAUSE OF DEATH

DATE

MEDICAL EXAMINEE

9-06 Rev. 4/96