

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

## **Huron Title Company**

**(File Number: 103383)**

**Note:** The parcel numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The parcel and tract numberings are crossed-referenced in the tables below.

<b>Title Company's Parcel Numbers:</b>	<b>Auction Tract Numbers:</b>
<b>1</b>	<b>5 - 8</b>
<b>2</b>	<b>3 &amp; 4</b>
<b>3</b>	<b>1</b>
<b>4</b>	<b>2</b>

*For July 14, 2021 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Marilyn J. Huston**



# Schedule A

## ALTA COMMITMENT

Issuing Agent: Huron Tile Company  
Issuing Office's ALTA® Registry ID: 0001483  
Property Address: 8870 Brown Rd & V/L's, Yale, MI 48097  
Tax ID Number: 120-032-400-010-00

1. Commitment Date: **10th day of June, 2021, at 07:59 AM**
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured: **Names to be furnished later**  
Proposed Policy Amount:
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:
  - (c) \_\_\_\_\_ ALTA® - \_\_\_\_\_ Policy  
Proposed Insured: \_\_\_\_\_  
Proposed Policy Amount: \$ \_\_\_\_\_
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in: **MARILYN J. HUSTON**
5. Land in the **Township of Fremont**, County of Sanilac, State of Michigan, described as follows:

**PARCEL 1:**

The East half of the Southeast quarter of Section 32, Town 9 North, Range 15 East.

**PARCEL 2:**

The North half of the Southwest quarter of Section 33, Town 9 North, Range 15 East; EXCEPT former railroad right of way.

**PARCEL 3:**

The Southwest quarter of the Southwest quarter of Section 33, Town 9 North, Range 15 East, EXCEPT that part lying North of the centerline of Jackson Drain.

**PARCEL 4:**

That part of the Southwest quarter of the Southwest quarter of Section 33, Town 9 North, Range 15 East, lying North of the centerline of Jackson Drain.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*



## Schedule B-I

### ALTA COMMITMENT

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
6. **Notice:** Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. **NOTE:** The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)
8. **NOTE:** In the event that the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.
9. In accordance with the terms and provisions of the Commitment jacket, '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'.

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## Schedule B-II

### ALTA COMMITMENT

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. All assessments and taxes due in 2021, and thereafter.
3. Subordinate Interest of Crystal L. Huston and Robert L. Huston, as joint tenants with full rights of survivorship as disclosed in Warranty Deeds recorded in Liber 1259, pages 406, 407, 408 and 405, Sanilac County Records.
4. Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property as more fully set forth in instrument recorded November 17, 2003 in Liber 607 of Deeds, page 88, Sanilac County Records.(as to Parcel 2)
5. Release of Right of Way to the County of Sanilac as more fully set forth in instrument recorded March 13, 1997 in Liber 526 of Deeds, page 740, Sanilac County Records.(as to Parcel 1)
6. Release of Right of Way to the County of Sanilac as more fully set forth in instrument recorded March 13, 1997 in Liber 526 of Deeds, page 734 Sanilac County Records.(as to Parcel 2)
7. Permanent Electric Transmission Line Easement Agreement to International Transmission Company as more fully set forth in instrument recorded December 3, 2012 in Liber 1186, page 373, Sanilac County Records.(as to Parcel 2)
8. Rights of the public and of any governmental unit and adjoining owners in and to that part of subject property which may lie within the bounds of the Jackson Creek I-C Drain across subject property.
9. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109 (3) of the Subdivision Control Act of 1967, as amended.
10. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
11. Rights of the public and any governmental unit in any part thereof, taken, used or deeded, for street, road or highway purposes.

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12. 2020 Summer Taxes in the amount of \$ 951.76 PAID.
13. 2020 Winter Taxes in the amount of \$ 1,485.90 (Included \$255.25 for Jackson Drain) PAID.
14. Tax ID Number 120-032-400-010-00 (for reference only)(as to Parcel 1)
15. 2020 Summer Taxes in the amount of \$ 312.04 PAID.
16. 2020 Winter Taxes in the amount of \$ 660.38 (Included \$255.25 for Jackson Drain) PAID.
17. Tax ID Number 120-033-300-010-00 (for reference only)(as to Parcel 2)
18. 2020 Summer Taxes in the amount of \$ 215.28 PAID.
19. 2020 Winter Taxes in the amount of \$ 381.60 (Included \$102.85 for Jackson Drain) PAID.
20. Tax ID Number 120-033-300-020-00 (for reference only)(as to Parcel 3)
21. 2020 Summer Taxes in the amount of \$ 102.67 PAID.
22. 2020 Winter Taxes in the amount of \$ 182.02 (Included \$49.07 for Jackson Drain) PAID.
23. Tax ID Number 120-033-300-020-01 (for reference only)(as to Parcel 4)
24. Special Assessments, if any, have not been examined.
25. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.

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LIBER 1259 PAGE 406

2015 JAN 12 A 10:45



RECEIVED FOR RECORD  
MICHELE VANNORMAN, REGISTER OF DEEDS  
SANILAC COUNTY, MICHIGAN  
01/12/2015 3:01:19 PM

WARRANTY DEED

Drafted By:  
Janal L. Mossett  
KELLY LAW FIRM  
627 Fort Street  
Port Huron, MI 48060  
(810) 987-4111

KNOW ALL MEN BY THESE PRESENTS, that on January 7, 2015, for no consideration, Grantor, Marilyn J. Huston, 8870 Brown Road, Yale, Michigan 48097, conveys and warrants to herself, Marilyn J. Huston, 8870 Brown Road, Yale, Michigan 48097 a married woman, for her lifetime, coupled with an unrestricted power to convey the property during her lifetime, pursuant to Land Title Standard 9.3. This power to convey creates a general inter vivos power of appointment, which includes the power to sell, gift, mortgage, and lease (or otherwise dispose of the property) and to retain the proceeds from the conveyance. If Marilyn J. Huston has not previously conveyed the property prior to her death, her entire interest in the property is conveyed to Crystal L. Huston and Robert L. Huston, as joint tenants with full rights of survivorship, 4870 N. ST. RD. 9, Albion, Indiana 46709 and 1620 SE 39<sup>th</sup> Avenue, Apt. 304, Portland, Oregon 97214, respectively. Those premises situated in the Township of Fremont, County of Sanilac, State of Michigan, legally described as follows:

The East half of the Southeaster Quarter, Section 32, Town 9 North, Range 15 East. 80 Acres.

Subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable. Together with all tenements, hereditaments and appurtenances belonging or in appertaining. Grantor grants to Grantee the right to make all available divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Signed by:

*Marilyn J. Huston*  
MARILYN J. HUSTON

STATE OF MICHIGAN )  
                                  )ss  
COUNTY OF ST. CLAIR )

This instrument was acknowledged before me on January 7, 2015, by Marilyn J. Huston.

*Sue A. Fahey*  
Notary Public - Sue A. Fahey  
State of Michigan, County of St. Clair  
My commission expires: 10/27/2018  
Acting in the County of St. Clair, Michigan

Tax Code No. 120-032-400-010-00  
Real Estate Transfer Tax - 0  
State Real Estate Transfer Tax - 0  
MCLA 207.505(a) and MCLA 207.526(a).

Date: January 12, 2015  
This is to certify that there are no tax liens or titles on this property and that the taxes are paid for FIVE YEARS previous to the date of this instrument. This certification does not include taxes, if any, now in the process of collection by the City, Village or Township Treasurer.  
SANILAC COUNTY TREASURER

When recorded return and mail to:  
Janal L. Mossett  
KELLY LAW FIRM  
627 Fort Street  
Port Huron, MI 48060

BY: *Judy M. Nicol mp*



LIBER 1259 PAGE 407

2015 JAN 12 A 10:45



RECEIVED FOR RECORD  
MICHELE VANNORMAN, REGISTER OF DEEDS  
SANILAC COUNTY, MICHIGAN  
01/12/2015 3:01:19 PM

**WARRANTY DEED**

Drafted By:  
Janal L. Mossett  
KELLY LAW FIRM  
627 Fort Street  
Port Huron, MI 48060  
(810) 987-4111

KNOW ALL MEN BY THESE PRESENTS, that on January 7, 2015, for no consideration, Grantor, Marilyn J. Huston, 8870 Brown Road, Yale, Michigan 48097, conveys and warrants to herself, Marilyn J. Huston, 8870 Brown Road, Yale, Michigan 48097 a married woman, for her lifetime, coupled with an unrestricted power to convey the property during her lifetime, pursuant to Land Title Standard 9.3. This power to convey creates a general inter vivos power of appointment, which includes the power to sell, gift, mortgage, and lease (or otherwise dispose of the property) and to retain the proceeds from the conveyance. If Marilyn J. Huston has not previously conveyed the property prior to her death, her entire interest in the property is conveyed to Crystal L. Huston and Robert L. Huston, as joint tenants with full rights of survivorship, 4870 N. ST. RD. 9, Albion, Indiana 46709 and 1620 SE 39<sup>th</sup> Avenue, Apt. 304, Portland, Oregon 97214, respectively. Those premises situated in the Township of Fremont, County of Sanilac, State of Michigan, legally described as follows:

The North half of the Southwest quarter of Section 33, Town 9 North, Range 15 East, except former railroad right-of-way. 80 Acres

Subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable. Together with all tenements, hereditaments and appurtenances belonging or in appertaining. Grantor grants to Grantee the right to make all available divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Signed by:

*Marilyn J. Huston*  
MARILYN J. HUSTON

STATE OF MICHIGAN )  
                                  )ss  
COUNTY OF ST. CLAIR )

This instrument was acknowledged before me on January 7, 2015, by Marilyn J. Huston.

*Sue A. Fahey*  
Notary Public - Sue A. Fahey  
State of Michigan, County of St. Clair  
My commission expires: 10/27/2018  
Acting in the County of St. Clair, Michigan

Tax Code No. 120-033-300-010-00  
Real Estate Transfer Tax - 0  
State Real Estate Transfer Tax -  
Exemption: MCLA 207.505(a) and MCLA 207.526(a).

Date: January 12, 2015  
This is to certify that there are no tax liens or titles on this property and that the taxes are paid for FIVE YEARS previous to the date of this instrument. This certification does not include taxes, if any, now in the process of collection by the City, Village or Township Treasurer.  
SANILAC COUNTY TREASURER

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KELLY LAW FIRM  
627 Fort Street  
Port Huron, MI 48060

BY: *Judy M. Nicol me*



LIBER 1259 PAGE 408

2015 JAN 12 A 10:48



RECEIVED FOR RECORD  
MICHELE VANNORMAN, REGISTER OF DEEDS  
SANILAC COUNTY, MICHIGAN  
01/12/2015 3:01:19 PM

WARRANTY DEED

Drafted By:  
Janal L. Mossett  
KELLY LAW FIRM  
627 Fort Street  
Port Huron, MI 48060  
(810) 987-4111

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That part of the Southwest quarter of the Southwest quarter of Section 33, Town 9 North, Range 15 East, EXCEPT that part lying North of the centerline of Jackson Drain. 29 Acres.

Subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable. Together with all tenements, hereditaments and appurtenances belonging or in appertaining. Grantor grants to Grantee the right to make all available divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Signed by:

*Marilyn J. Huston*  
MARILYN J. HUSTON

STATE OF MICHIGAN )  
                                  )ss  
COUNTY OF ST. CLAIR )

This instrument was acknowledged before me on January 7, 2015, by Marilyn J. Huston.

*Sue A. Fahey*  
Notary Public - Sue A. Fahey  
State of Michigan, County of St. Clair  
My commission expires: 10/27/2018  
Acting in the County of St. Clair, Michigan

Tax Code No. 120-033-300-020-00  
Real Estate Transfer Tax - 0  
State Real Estate Transfer Tax - 0  
Exemption: MCLA 207.505(a) and MCLA 207.526(a)

Date: January 12, 2015  
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SANILAC COUNTY TREASURER

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Port Huron, MI 48060

BY: *Judy M. Nicol me*





2015 JAN 12 A 10:45



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MICHELE VANNORMAN, REGISTER OF DEEDS  
SANILAC COUNTY, MICHIGAN  
01/12/2015 3:01:19 PM

**WARRANTY DEED**

Drafted By:  
Janal L. Mossett  
KELLY LAW FIRM  
627 Fort Street  
Port Huron, MI 48060  
(810) 987-4111

KNOW ALL MEN BY THESE PRESENTS, that on January 7, 2015, for no consideration, Grantor, Marilyn J. Huston, 8870 Brown Road, Yale, Michigan 48097, conveys and warrants to herself, Marilyn J. Huston, 8870 Brown Road, Yale, Michigan 48097, a married woman, for her lifetime, coupled with an unrestricted power to convey the property during her lifetime, pursuant to Land Title Standard 9.3. This power to convey creates a general inter vivos power of appointment, which includes the power to sell, gift, mortgage, and lease (or otherwise dispose of the property) and to retain the proceeds from the conveyance. If Marilyn J. Huston has not previously conveyed the property prior to her death, her entire interest in the property is conveyed to Crystal L. Huston and Robert L. Huston, as joint tenants with full rights of survivorship, 4870 N. ST. RD. 9, Albion, Indiana 46709 and 1620 SE 39<sup>th</sup> Avenue, Apt. 304, Portland, Oregon 97214, respectively. The premises are commonly known as 8870 Brown Road in the Township of Fremont, County of Sanilac, State of Michigan, legally described as follows:

That part of the Southwest quarter of the Southwest quarter of Section 33, Town 9 North, Range 15 East, lying North of the Centerline of Jackson Drain. 11 Acres.

Subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable. Together with all tenements, hereditaments and appurtenances belonging or in appertaining. Grantor grants to Grantee the right to make all available divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Signed by:

*Marilyn J. Huston*  
Marilyn J. HUSTON

STATE OF MICHIGAN )  
                                  )ss  
COUNTY OF ST. CLAIR )

This instrument was acknowledged before me on January 7, 2015 by Marilyn J. Huston.

*Sue A. Fahey*  
Notary Public - Sue A. Fahey  
State of Michigan, County of St. Clair  
My Commission Expires: 10/27/2018  
Acting in the County of St. Clair

Tax Code No. 120-033-300-020-01  
Real Estate Transfer Tax - 0  
State Real Estate Transfer Tax - 0  
Exempt: MCLA 207.505(a) and MCLA 207.526(a).

Date: January 12, 2015  
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SANILAC COUNTY TREASURER

When recorded return and mail to:  
Janal L. Mossett  
KELLY LAW FIRM  
627 Fort Street  
Port Huron, MI 48060

BY: *Nancy M. Nicol me*

03 NOV 17 PM 2:19

LIBER NO. 607 PAGE NO. 88  
MICHELE VAHNORMAN  
REGISTER OF DEEDS  
SANILAC CO., MICHIGAN

Michigan Department of Treasury, PTD  
3676 (8-00)

This form is issued under authority of  
P.A. 260 of 2000. Filing is mandatory.

**AFFIDAVIT ATTESTING THAT QUALIFIED AGRICULTURAL PROPERTY  
SHALL REMAIN QUALIFIED AGRICULTURAL PROPERTY**

This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural property. This form must be filed with the assessor of the local tax collecting unit in which the qualified agricultural property is located and with the register of deeds for the county in which the qualified agricultural property is located.

1. Street Address of Property BROWN RD.		2. County SANILAC
3. City/Township/Village Where Real Estate is Located FREMONT <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village		
4. Name of Property Owner(s) (Please Type or Print) LOWELL HUSTON		5. Property ID Number (from Tax Bill or Assessment Notice) 120-033-300-010-00
6. Legal Description (Legal description is required; attach additional sheets if necessary) T9N R15E SEC 33 N 1/2 OF SW 1/4 80 ACRES		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property  100%

**CERTIFICATION**

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural property.

Owner's Signature <i>Lowell Huston</i> Lowell Huston	Date 11/17/03	If signer is not an owner, print name and title
------------------------------------------------------------	------------------	-------------------------------------------------

**NOTARIZATION (Necessary for recording with Register of Deeds)**

State of Michigan  
County of Sanilac  
Subscribed and sworn to before me this 17th  
day of November, 2003  
By *Kathleen Dorman* Kathleen Dorman  
My commission expires 9-29-2004

Signed \_\_\_\_\_  
Title \_\_\_\_\_

Must be signed by owner, partner, corporate officer, or a duly authorized agent

**Do not write below this line -- for local government use only.**

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property?  Yes  No  
If not, what is the correct percentage of the property that is currently qualified agricultural property? \_\_\_\_\_

Assessor's Signature	Date
----------------------	------

Lowell Huston  
8870 Brown Rd, Vale

Release of Right of Way

[See Sec. VIII of Chapter II.]

For and in consideration of the sum of one dollar to me in hand paid by John W. Smith the County Drain Commissioner of the County of Sanilac, State of Michigan, the receipt whereof is hereby acknowledged, I Maggie Huston of Fremont Twp. do hereby convey and release to the County of Sanilac, aforesaid, the Right of Way for a certain drain hereinafter more particularly designated, over and across the following lands owned (or occupied) by me, and situated in the said Township of Fremont County and state aforesaid, and further described as

SE 1/4 of SE 1/4 - Sec. 32-T-9-N-R-15-E.

The Right of Way hereby conveyed and released is for the sole and only purpose of locating and constructing over and across said premises a certain drain, application for which in writing has been made on the 11<sup>th</sup> day of December A. D. 1908 by Samuel H. Cook and others, and the necessity for which has been determined by the said Drain Commissioner in his order bearing date the 14<sup>th</sup> day of August A. D. 1909, in which said order the route and course of said Drain so far as it traverses the above mentioned parcel of land, is described as follows, to wit:

Taking a strip of land 50 feet wide on each side of a line commencing at a point 6.22 chs south of the North east corner of the SE 1/4 of SE 1, sec 32 T 9 N R 15 E and running thence N 45 deg W 5.11 chs thence S 87 deg 30 min W 6.44 chs thence S 82 deg 30 min W 10.97 chs up to west boundary line at a point 4.20 chs south of the North west corner thereof, traversing the last mentioned description a distance of 21.52 chs.

RECEIVED FOR RECORD

97-MAR-13 AM 8:18

LIBER NO. 526 PAGE NO. 740  
ESTHER LEE  
REGISTER OF DEEDS  
SANILAC CO. MICHIGAN

Handwritten scribble

Handwritten scribble

0-1-11

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of said drain as shown in the survey thereof, to which survey reference is hereby made for a more particular measurement, and includes a release for all claims to damages in any way arising from or incident to the opening and maintaining of said drain across said premises, and also sufficient ground on either side of the centre line of said drain for the construction thereof and for the deposit of the excavations therefrom.

Witness my hand and seal this 20th day of Aug A. D. 1907  
In presence of

Korah & Reddcliffe

Maggie Huston (Seal)

STATE OF MICHIGAN,  
COUNTY OF SANILAC } ss

BE IT REMEMBERED, That on this 20th day of Aug  
A. D. 1907 before me, a Notary Public in said  
county personally came Maggie Huston

to me known to be the person who executed the foregoing instrument, and acknowledged the execution thereof as his free act and deed.

Korah & Reddcliffe (Notary Public.)

Com. Ex. 26th day of May 1913

NOTE 1. The acknowledgment may be taken by the Commissioner.  
NOTE 2. Every release should be entered in the book of Record.

Maggie Huston  
Release of Right of Way.

In the matter of

Jackson Court Drain

Received and filed this  
day of 19...

FILED  
OCT 12 1910  
F. J. KEMP,  
Clerk of Sanilac County.

Release of Right of Way

[Sec. Sec. VIII of Chapter II.]

For and in consideration of the sum of one dollar to me in hand paid by John W. Smith the County Drain Commissioner of the County of Sanilac, State of Michigan, the receipt whereof is hereby acknowledged, I Margaret Houston of Fremont Twp. do hereby convey and release to the County of Sanilac, aforesaid, the Right of Way for a certain drain hereinafter more particularly designated, over and across the following lands owned (or occupied) by me, and situated in the said Township of Fremont County and state aforesaid, and further described as

NE 1/4 of SW 1/4 - Sec. 33 - T. 9 - N. R. 15 - E.

The Right of Way hereby conveyed and released is for the sole and only purpose of locating and constructing over and across said premises a certain drain, application for which in writing has been made on the 11<sup>th</sup> day of December A. D. 1908 by Samuel H. Erb and others, and the necessity for which has been determined by the said Drain Commissioner in his order bearing date the 14<sup>th</sup> day of August A. D. 1909, in which said order the route and course of said Drain so far as it traverses the above mentioned parcel of land, is described as follows, to wit:

Taking a strip of land 50 feet wide off the South side of the NE 1/4 of SW 1/4 sec 33 T 9 N R 15 E commencing at the South east corner thereof and running thence west 18.00 chs with center line of drain commencing at the south-east corner and running thence N 89 deg W along the North Boundary line 17.10 chs up to a point 2.90 chs east of the south west corner thereof, traversing the last mentioned description a distance of 17.10 chs.

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LIBER NO. 526 PAGE NO. 734  
ESTHER LEE  
REGISTER OF DEEDS  
SANILAC CO., MICHIGAN

734

11-11-11

11-11-11

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of said drain as shown in the survey thereof, to which survey reference is hereby made for a more particular measurement, and includes a release for all claims to damages in any way arising from or incident to the opening and maintaining of said drain across said premises, and also sufficient ground on either side of the centre line of said drain for the construction thereof and for the deposit of the excavations therefrom.

Witness my hand and seal this 30th day of Aug A. D. 1904

In presence of

*Korah E. Riddichiff*

*Margaret Houston* (Seal)

STATE OF MICHIGAN,  
COUNTY OF SANILAC } ss

BE IT REMEMBERED, That on this 30th day of Aug A. D. 1904 before me, a Notary Public in said county personally came Margaret Houston to me known to be the person who executed the foregoing instrument, and acknowledged the execution thereof as his free act and deed.

*Korah E. Riddichiff* (Notary Public.)

Com. Ex. 26th day of May 1913

NOTE 1. The acknowledgment may be taken by the Commissioner.  
NOTE 2. Every release should be entered in the book of Record.

*Margaret Houston*

Release of Right of Way.

In the matter of

*Jacob Cook* Drain

Received and filed this

day of 12 1910

12 1910

Clerk of Sanilac

26-061



RECEIVED FOR RECORD  
MICHELE VANNORMAN, REGISTER OF DEEDS  
SANILAC COUNTY, MICHIGAN  
12/05/2012 2:54:47 PM

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LIBER 1186 PAGE 373

**PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT**

Michigan Thumb Loop  
Tract # MI-SA-3-497.000

This Permanent Electric Transmission Line Easement Agreement (the "Agreement") is made this 1 day of August, 2012 by and between **Lowell R. Huston and Marilyn J. Huston, husband and wife** with an address of 8870 Brown Rd., Yale, MI 48097 ("Grantor") and **INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("Grantee").

WHEREAS, Grantor is the owner of certain real property more particularly described on the attached Exhibit "A" (the "Easement Area").

WHEREAS, Grantor desires to convey to Grantee a perpetual easement upon, under, across and through Easement Area, upon the terms and conditions stated below.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. **Grant of the Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual easement (the "Easement") over, under, across and through the Easement Area with the right, privilege and authority for Grantee, its agents, employees, and contractors (collectively referred to as "Grantee Parties"), to:

(a) access, construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove the electric transmission line described in the order of the Michigan Public Service Commission dated February 25, 2011, Docket U-16200 and Telecommunications Line or Lines (as later defined in this Section 1), consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable related to the Telecommunications Line or Lines), and equipment for transmitting electricity and communications ("Grantee's Facilities"); and

(b) temporarily improve the surface of the Easement Area as reasonably necessary to place and operate Grantee's construction vehicles and equipment; and



(c) enter upon and cross the Easement Area to construct, operate, maintain, repair, inspect, replace, improve, modify, enlarge and remove Grantee's Facilities on other land(s); and

(d) have ingress and egress to the Easement Area at all times and, in addition, shall have access on, over and across other lands owned by the Grantor at reasonable location(s) mutually agreeable to Grantor and Grantee for the above-described purposes, except that if Grantor and Grantee cannot agree about such reasonable locations(s), Grantee shall only have access to Grantor's land through the Easement Area. Notwithstanding the foregoing, in the event that Grantee determines in its sole and absolute discretion that an imminent threat to Grantee's Facilities exists, then Grantee shall have immediate and unrestricted access to the Easement Area on, over and across lands owned by the Grantor; and

(e) prohibit and/or remove, at Grantee's sole discretion, any existing buildings or other above ground structures (collectively referred to as "Structures"), excluding currently existing fences ("Permitted Fence") as provided for herein. In the event that Grantee removes any existing Structures, Grantee shall reimburse Grantor for the fair market value of the Structure. In the event a Permitted Fence currently exists within the Easement Area as of the date of this Easement, Grantee may: (1) install and maintain a gating system in the Permitted Fence, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of Grantee's Facilities as provided for herein; and (2) cause such Permitted Fence to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fence to substantially the same condition as it existed prior to removal; and

(f) Grantee may also prohibit and/or remove at Grantee's sole discretion any future construction of above-ground Structures located or proposed to be located within the Easement Area. Grantee may remove prohibited Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal; and

(g) at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing upon or within the Easement Area, all at Grantee's sole and absolute discretion; and

(h) at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush located outside the Easement Area, which in the opinion of the Grantee may interfere with the safety, proper operation and/or maintenance of Grantee's Facilities. Grantee's poles and/or towers shall be located on the centerline of the Easement Area. For purposes of this Agreement, the term "Telecommunications Line or Lines" shall be defined as Grantee's internal telecommunications line or lines (and not the telecommunications line of a third party telecommunications provider).

**2. Repair, Restoration, and Crop Damage. Grantee shall:**

(a) re-grade, repair and restore as nearly as possible to its former condition any portions of the Easement Area or other lands owned by Grantor damaged by Grantee Parties in the exercise of any of Grantee's rights in this Agreement, and

(b) repair or replace at Grantee's sole expense any property damaged, including but not limited to any actual damage done to drain tiles or other farming equipment (collectively



referred to as "Equipment") caused by Grantee Parties' exercise of any of Grantee's rights under this Agreement. In lieu of the foregoing, Grantor may elect to undertake such repair or replacement of the Equipment and Grantee shall reimburse the Grantor for the actual and reasonable cost of such repair or replacement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damage to the extent that such damage results from Grantor's negligence. Upon reasonable notice to Grantee that damage has been sustained, the parties shall work cooperatively to identify the damage and to determine the scope of repair or replacement work; and

(c) Grantee shall reimburse Grantor, or the owner of the crops if different from the Grantor, the value of any growing crops damaged by Grantee Parties' exercise of any of Grantee's rights under this Agreement.

3. **Disposition of Spoils.** Grantee shall remove and/or leave all excess spoil dirt, rocks and clay ("Spoil Dirt") at Grantee's sole expense and in accordance with the following: Grantor shall have the right to elect that: (1) Grantee pile Spoil Dirt and leave such Spoil Dirt at a location on the Easement Area or other land owned by Grantor as approved by Grantor; or (2) Grantee remove from Grantor's land all Spoil Dirt and dispose of such Spoil Dirt.

4. **Prohibited Fences.** Grantee shall not erect a fence in the Easement Area.

5. **Binding effect.** This conveyance shall be permanent, shall run with the land, and shall be binding upon the parties' successors and assigns.

6. **Limited Use/Non-Use.** Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.

7. **Covenants of Grantor.** Grantor hereby covenants, promises, agrees and acknowledges that at the execution and delivery of this instrument it is the lawful owner of the Easement Area and is seized of a good and indefeasible fee simple estate therein, and subject to existing easements of record will warrant and defend Grantee's and Grantee's successors' and assigns' right to the quiet and peaceable possession of the same for the purposes described herein, forever, against all persons lawfully claiming the same.

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).

(SEE SIGNATURES ON FOLLOWING PAGES)



R1:86 375 3

LIBER 1186

PAGE 375



**GRANTOR:**

Lowell R. Huston  
Lowell R. Huston

Marilyn J. Huston  
Marilyn J. Huston

Acknowledged before me in Sentac County, State of Michigan, on this 1 day of August, 20 12, by **Lowell R. Huston and Marilyn J. Huston, husband and wife,**

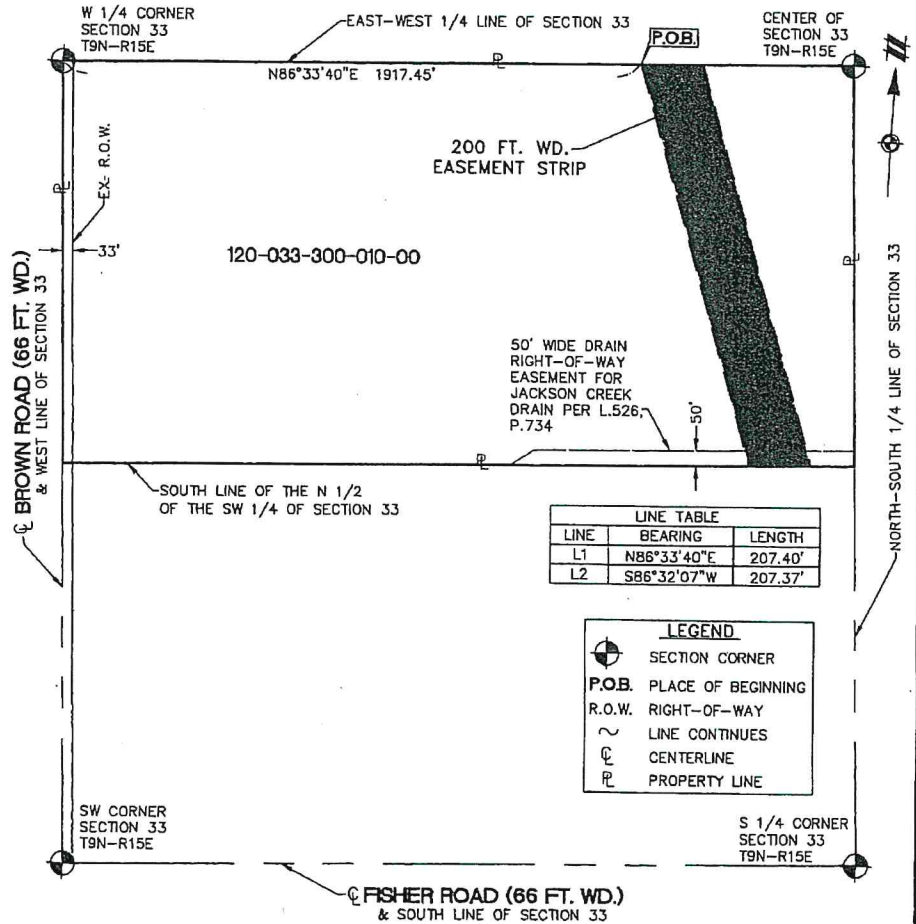
JANIE VENITA McINTIRE  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF HURON  
My Commission Expires April 16, 2016

Janie Venita McIntire  
Huron County, Michigan  
Acting in Sentac County, Michigan  
My Commission Expires 4-16-18

Drafted by:  
Jenny D'Anna (P66234)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

When recorded return to:  
Universal Field Services, Inc.  
222 Park Ave., Suite 2  
Bad Axe, MI 48413

**EXHIBIT A**  
**SANILAC COUNTY, MICHIGAN**  
 FREMONT TOWNSHIP  
 SECTION 33, TOWNSHIP 9 NORTH, RANGE 15 EAST  
 BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 33



LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°33'40"E	207.40'
L2	S86°32'07"W	207.37'

LEGEND	
	SECTION CORNER
	PLACE OF BEGINNING
	RIGHT-OF-WAY
	LINE CONTINUES
	CENTERLINE
	PROPERTY LINE



LIBER 1186 PAGE 377

**DESCRIPTION OF A 200 FOOT WIDE EASEMENT STRIP**

Commencing at the West 1/4 corner of Section 33, T9N, R15E, Fremont Township, Sanilac County, Michigan; thence N86°33'40"E 1917.45 feet along the East-West 1/4 line of said Section 33 for a PLACE OF BEGINNING; thence continuing N86°33'40"E 207.40 feet along the East-West 1/4 line of said Section 33; thence S18°47'20"E 1364.93 feet; thence S86°32'07"W 207.37 feet along the South line of the North 1/2 of the Southwest 1/4 of said Section 33; thence N18°47'20"W 1365.03 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 33, containing 6.27 acres of land, more or less.

Total Easement Width: 200 Feet  
 Total Easement Area: 6.27± Acres

NOTE: ALL MEASUREMENTS SHOWN ARE GRID VALUES BASED ON MCS SOUTH ZONE, INTERNATIONAL FEET (NAD83).

<p><b>ATWELL</b>  <small>MICHIGAN THUMB LOOP</small></p>	NO.	REVISION	DATE	APPR.	
	SCALE	DATE	DRAWN	CHECKED	APPROVED
DGN. NO. 10001910EA-182-SA182.DWG	1" = 400'	8/21/12	JRV	LMD	JRC

TRACT No. MI-SA-3-497.000  
 TAX ID #120-033-300-010-00  
 LOWELL HUSTON  
 SA182