

THE LAW OFFICE OF  
**RALPH R. DEAS, PA**  
227 SE Hernando Avenue, Lake City, Florida 32025  
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Tel (386) 754-0771  
Email: ralphdeas@deaslawoffice.com

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June 13, 2024

David M. Zarnoch  
6332 Singletree Lane  
Williamsburg, MI 49690

Re: Quitclaim Deed

Dear Mr. Zarnoch:

I have enclosed your original Quitclaim Deed. If you have any questions or concerns, please contact us at the office. Thanks!


Kindly,



Victoria Davis  
Legal Assistant to Ralph R. Deas

RRD/vmd  
Attachments as noted

This Instrument Prepared By:  
RALPH R. DEAS, ESQUIRE  
227 SE Hernando Avenue  
Lake City, Florida 32025  
Telephone: (386) 754-0771

Inst: 202412012355 Date: 06/11/2024 Time: 2:14PM  
Page 1 of 2 B: 1516 P: 1659, James M Swisher Jr, Clerk of Court  
Columbia, County, By: VC   
Deputy ClerkDoc Stamp-Deed: 0.70

### QUITCLAIM DEED

THIS QUITCLAIM DEED made and executed this 24 day of May 2024, by and between **FAIRWAY HILLS UNIT 5, LLC, a Florida Limited Liability Company** whose post office address is **6332 Singletree Lane, Williamsburg, MI 49690**, Grantor and **the Self-Trusteed Revocable Trust Agreement of David M. Zarnoch and Christine L. Zarnoch**, whose post office address is **6332 Singletree Lane, Williamsburg, MI 49690** grantee.

### WITNESSETH:

That, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid by the said Second Party to the said First Party, the receipt and sufficiency whereof are hereby acknowledged, the said First Party does remise, release, and quitclaim to the said Second Party forever, all the right, interest, title, claim and demand which the said First Party has in and to the below-described lot, piece, or parcel of real property, situate, lying and being in Columbia County, Florida, to-wit:

**Unit 5 of Fairway Hills, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 326, page(s) 466, of the Public Records of Columbia County, Florida, and any amendments thereto, together with its undivided share in the common elements.**

**Parcel Number: 27-3S-16-02312-005**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use and benefit of said Second Party forever.

IN WITNESS WHEREOF, the said First Party has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered  
In Presence of

Vicky Carter  
Signature of Witness

Vicky Carter  
Printed/Typed Name of Witness

Pauline Morgan  
Signature of Witness

Pauline Morgan  
Printed/Typed Name of Witness

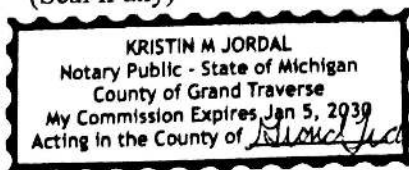
David M. Zarnoch  
FAIRWAY HILLS UNIT 5, LLC, a Florida Limited Liability Company  
David M. Zarnoch, as Manager

STATE OF Michigan  
COUNTY OF Shawano

The foregoing Quitclaim Deed was acknowledged before me by FAIRWAY HILLS UNIT 5, LLC, a Florida Limited Liability Company, David M. Zarnoch, as Manager, to me ☒ personally known OR ☐ known after production of \_\_\_\_\_ as identification on this 24 day of May 2024.

Kristin M. Jordal  
Signature of Notary

(Seal if any)



KRISTIN M JORDAL  
Printed/Typed Name of Notary  
Notary Public, State of Florida at Large  
Commission Expires: 1/5/2030

**CERTIFICATE OF TRUST**

STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF GRAND TRAVERSE)

David M. Zarnoch and Christine L. Zarnoch, being first duly sworn, depose and state as follows:

1. We are the Co-Settlors and Co-Trustees of the Self-Trusteed Revocable Trust Agreement of David M. Zarnoch and Christine L. Zarnoch, dated September 16, 2015, as amended and restated.
2. As stated above, said Trust was originally entered into on September 16, 2015. It has been modified previously by a First Amendment and Restatement of Trust, dated November 6, 2019.
3. The title of the Trust which is the subject of this Certificate of Trust Existence and Authority is the "the Self-Trusteed Revocable Trust Agreement of David M. Zarnoch and Christine L. Zarnoch," which trust is pursuant to a document of trust dated September 16, 2015, as amended (the "Trust").
4. The names and addresses of all Trustees and Successor Trustees of the Trust are:

Initial and Current Co-Trustees:

David M. Zarnoch and Christine L. Zarnoch  
6332 Singletree Lane  
Williamsburg, Michigan 49690

Designation of Successor Trustees is as follows:

"Until such time as either Settlor shall die, resign, or become incapacitated as hereinafter provided, both Settlers shall perform all of the duties and functions of the Trustee under this Agreement as joint or co-trustees. In the event that one of the Settlers shall die, resign, or become incapacitated as hereinafter provided, the remaining Settlor shall assume and perform all of the duties and functions of the Trustee under this Trust Agreement, as sole Trustee. At such time as both of said Co-Trustees, David M. Zarnoch and Christine L. Zarnoch, shall die or otherwise be unable or unwilling to serve or to continue to serve, then the Successor Trustee shall be Michael J. Zarnoch. If Michael J. Zarnoch is unable or unwilling to serve, or to continue to serve as Successor Trustee, then the Successor Trustee shall be Rick J. Zarnoch, of Columbus, Ohio."

5. If the purpose of this Certificate relates to specific real property, the same is described on attached **Exhibit A**.

6. The stated powers of the Trustee provide as follows:

"(1) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although said property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(2) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(3) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(4) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(5) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(6) To sell or exercise stock subscription or conversion rights.

(7) To refrain from voting or to vote shares of stock owned by the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(8) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee

pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(9) To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(10) To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.

(11) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

(12) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(13) To continue and operate any business owned by the Settlor at the Settlor's death and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

(14) To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.

(15) To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.

(16) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary, capacity.

(17) To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.

(18) To employ and compensate agents, accountants, investments advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided he was selected and retained with reasonable care.



(19) To determine, irrespective of statute or rule of law, what shall be fairly and equitably charged or credited to income and what to principal notwithstanding any determination by the courts or by any custom or statute, and whether or not to establish depreciation reserves.

(20) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(21) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value.

(22) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his own right, upon such terms and conditions as it may deem best, and to do all acts which it may deem necessary or proper to carry out the purposes of this Trust.

(23) To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's executor or administrator and the Trustee shall agree, to hold the property so purchased in the Trust although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's executor or administrator and the Trustee are the same shall in no way affect the validity of this provision.

(24) To lend funds to the Settlor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Settlor's executor or administrator and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision.

(25) To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to executors, donors, insurance companies and other parties adding property to the Trust Estate.

(26) To permit any beneficiary or beneficiaries to occupy rent free any residence constituting a part of the assets of a trust for such beneficiary or beneficiaries and to pay the real estate taxes thereon, expenses of maintaining said residence in suitable repair and condition and hazard insurance premiums on said residence.

(27) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with my intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(28) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(29) To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2646(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero; to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.

(30) If the Trustee shall act as the executor of the Settlor's estate to elect to allocate any portion or all of the Settlor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of the Family Trust or any other trusts or bequests in the Settlor's Will or any other transfer of which the Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Executor will elect to allocate this exemption first to direct skips as defined in Code section 2612, then to the Family Trust, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Settlor's Executor deems in the best interest of my estate.

(31) To use and expend trust income and principal to (1) conduct environmental assessments, audits and site monitoring; (2) take all appropriate remedial action to contain, clean up, or remove any environmental hazard including a spill, discharge, or contamination; (3) institute legal proceedings concerning environmental hazards or contests or settle legal proceedings concerning environmental hazards or contests, or settle legal proceedings brought by a private litigant or by any local, state or federal agency concerned with environmental compliance; (4) comply with any local, state or federal agency order or court order directing an assessment, abatement, or cleanup of any environmental hazard; (5) employ agents, consultants, and legal counsel to assist with or perform the undertaking or actions.

(32) To reject any trust asset, real or personal, that has been contaminated by any hazardous materials. "Hazardous Materials" means any material or substance: (i) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 *et seq*) and amendments thereto and regulations promulgated thereunder; (ii) containing gasoline, oil, diesel fuel or other petroleum products; (iii) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq*) and amendments thereto and regulations promulgated thereunder; (iv) containing polychlorinated biphenyls (PCBs); (v) containing asbestos; (vi) radioactive; (vii) biologically hazardous or (viii) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy; or which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state or local statute, regulation or ordinance; and any toxic, explosive, corrosive or otherwise hazardous substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, or which causes a nuisance upon or waste to the premises.



(33) To utilize trust assets to indemnify the Trustee and its employees, directors, shareholders, attorneys, and representatives from and against all loss, damage, cost, expense or liability, including any consultant, agent or legal counsel fees, directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of hazardous materials in, on or about trust property, real or personal, all consequential damages, and the costs of any environmental assessment, audit, site monitoring, removal, cleanup, restoration or other remedial action, or arising out of legal proceedings involving a private litigant or a local, state, or federal agency concerned with environmental compliance.

(34) Anything to the contrary in this Trust Agreement notwithstanding, if any Trust asset is otherwise directed to be sold, the Successor Trustee is authorized, in the Successor Trustee's discretion, to offer the same to the Trust beneficiaries at fair market value and/or, if more than one beneficiary shall indicate a desire to purchase the same to solicit bids from the beneficiaries and to sell the same to the highest bidder.

(35) To the extent not otherwise provided herein, to divide or segregate this Trust, or any subtrust, or division hereof, at any time, into additional separate trusts, both to be administered under the terms hereof, one such trust containing property, which, for generations skipping purposes, has an inclusion rate of zero (0) and other containing all property with an inclusion rate of one (1)."

7. I certify that the trust remains in full force and effect as of the date of this Certificate and has not been revoked, modified or amended in any manner that would cause the representations contained in this Certificate of Trust to be incorrect. No person other than David M. Zarnoch and Christine L. Zarnoch, the Co-Settlers, hold a power to revoke the Trust.

8. The following individuals are all persons who are Co-Trustees of the Trust at the time this Certificate is executed:

David M. Zarnoch and Christine L. Zarnoch  
6332 Singletree Lane  
Williamsburg, Michigan 49690

9. The Trust is revocable, as provided in Article V thereof, which provides:

"The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation."

10. A person that acts in reliance on this Certificate of Trust without knowledge that the representations included in the Certificate of Trust are incorrect is not liable to any person for so acting or may assume, without inquiry, the existence of the Trust and other facts included in the Certificate of Trust (MCL 700.7913(7)).

11. A person that makes a demand for the Trust instrument in addition to a Certificate of Trust or excerpts of the Trust instrument is liable for damages, costs, expenses and legal fees if the court determines that the person that made the demand did not act pursuant to a legal requirement to demand the Trust instrument.

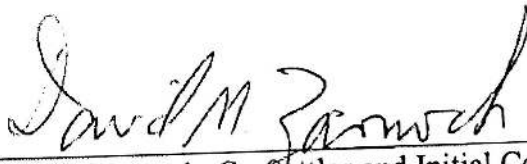
12. Nothing in this Certificate limits the right of a person to obtain a copy of the Trust instrument in a judicial proceeding that concerns the Trust.

13. This Certificate may be signed or otherwise authenticated by the Settlor, and Trustee, or an attorney for the Settlor or Trustee. This Certificate must be, and is, in the form of an affidavit.

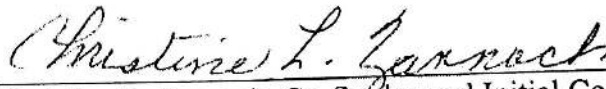
14. Any person that, in good faith, enters into a transaction in reliance on a Certificate of Trust may enforce the transaction against the Trust property as if the representations included in the Certificate of Trust were correct.

15. David M. Zarnoch and Christine L. Zarnoch are initially named as Co-Trustees under the Trust document. As stated in Article I, and referenced above, in paragraph 4 of this Certificate of Trust, signatures of both Co-Trustees for actions involving real estate are required.

This Certificate of Trust Existence and Authority ("Certificate") is intended to satisfy the requirements of Section 700.7913 of Act 386 of the Public Acts of 1998, as amended. The law governing administration of this Trust is the law of the State of Michigan.



David M. Zarnoch, Co-Settlor and Initial Co-Trustee  
Dated: January 11, 2022



Christine L. Zarnoch, Co-Settlor and Initial Co-Trustee  
Dated: January 11, 2022

STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF GRAND TRAVERSE)

On this 11th day of January, 2022, before me, a Notary Public in and for said county and state, personally appeared David M. Zarnoch and Christine L. Zarnoch, Co-Settlers and Initial Co-Trustees of the Self-Trusteed Revocable Trust Agreement of David M. Zarnoch and Christine L. Zarnoch, dated September 16, 2015, as amended and restated, to me known to be the same persons described in and who executed the within instrument, and who acknowledged the same to be their free act and deed.

BRITTANY HUSS  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF GRAND TRAVERSE  
My Commission Expires 05.13.2027  
Acting in the County of Grand  
Traverse

Brittany Huss  
\_\_\_\_\_, Notary Public  
County, Michigan  
Acting in Grand Traverse County, Michigan  
My Commission Expires in: \_\_\_\_\_

Prepared by and after recording return to:

Steven R. Fox (P52390)  
Pezzetti Vermetten & Popovits, P.C.  
600 E. Front Street, Suite 102  
Traverse City, MI 49686  
(231) 929-3450