

Cover page for:

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

Preliminary title insurance schedules prepared by:

American Title Agency of Lenawee

(File Number: AT-3620)

**Auction Tracts 1 - 4
(Lenawee County, Michigan)**

For October 19, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Samuel L. Delagrange and Keturah Delagrange



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent:	Jody Fletcher	Issuing Office:	American Title Agency of Lenawee
Issuing Office's ALTA® Registry ID:		Loan ID No.:	
Commitment No.:	AT-3620	Issuing Office File No.:	AT-3620
Property Address:	10900 Munson Hwy., Hudson, MI 49247		
Revision No.:	1		

SCHEDULE A

1. Commitment Date: September 15, 2020 at 12:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (02/03/10)

Proposed Insured:	To be determined
Proposed Policy Amount:	TBD
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:

Samuel L. Delagrang and Keturah Delagrang, husband and wife
5. The Land is described as follows:

See Schedule C attached hereto and made a part hereof.

American Title Agency of Lenawee

By: _____
Elizabeth Halabu, President

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: AT-3620

SCHEDULE B, PART I

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.

Warranty Deed from Samuel L. Delagrange and Keturah Delagrange, husband and wife to party to be insured.

5. Pay unpaid taxes and assessments unless shown as paid.
6. Note: An Order to Vacate filed by The Lenawee County Health Department was recorded August 6, 2019 in Liber 2583, Page 965, Lenawee County Records.

Record a release of the above Order in the Lenawee County Register of Deeds.

7. Notice of Lis Pendens filed by Lenawee County Health Department dated May 8, 2020 and recorded May 15, 2020 in Liber 2597, Page 875, Lenawee County Records. (Also covers other land)

Record a partial release of the above Lis Pendens as to subject property.

8. Note: The following must be shown on deed:

1) 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 associations may be used and are protected by the Michigan Right to Farm Act.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII (Cont.)	

Commitment No.: AT-3620

In addition, a statement in substantially the following form:

- 2) The grantor grants to the grantee the right to make ____ divisions under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

9. Record a discharge of the mortgage for \$340,000.00 given by Samuel L. Delagrange, spouse of Keturah Delagrange and Keturah Delagrange, spouse of Samuel Delagrange to The Farmers & Merchants State Bank dated August 5, 2015 and recorded August 6, 2015 in Liber 2512, Page 117, Lenawee County Records.

10. Record a discharge of the mortgage for \$50,000.00 given by Samuel L. Delagrange and Keturah Delagrange, husband and wife, to The United States of America, acting through the Farm Service Agency, United States Department of Agriculture dated December 6, 2017 and recorded December 8, 2017 in Liber 2555, Page 638, Lenawee County Records.

11. Record a release of the assignment of rents given by Samuel L. Delagrange, spouse of Keturah Delagrange and Keturah Delagrange, spouse of Samuel Delagrange to The Farmers & Merchants State Bank dated August 5, 2015 and recorded August 6, 2015 in Liber 2512, Page 118, Lenawee County Records.

12. Record a release of the Farmland Development Rights Agreement dated May 16, 2017 and recorded June 15, 2017 in Liber 2547, Page 174, Lenawee County Records.


13. 2020 Summer Taxes in the amount of \$1,971.04 are PAID.
 2019 Winter Taxes in the amount of \$10,160.68 are PAID. (Includes \$2,376.26 - Bailey Tile ME and \$4,154.70 - Bailey Tile, W B)
 All previous years are PAID.
 Property Address: 10900 Munson Hwy., Hudson, MI 49247
 Tax ID: ME0-119-4280-00
 Bailey Tile - ME drain assessment has a balance of \$10,995.17.
 Bailey Tile, W B drain assessment has a balance of \$19,224.25.
 Agricultural: 99%
 SEV: \$296,000; Taxable: \$171,188

14. Note: 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII (Cont.)	

Commitment No.: AT-3620

SCHEDULE B, PART II

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. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. All easements, right of ways, streets, roads, or railways affecting the land not shown on by the public records.
8. Taxes or special assessments which are not shown as existing liens by the public records.
9. Retroactive assessments for taxes against the land, and all interest and penalties which may accrue.
10. Interests of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
11. Interests, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII (Cont.)	

Commitment No.: AT-3620

minerals in and under and that may be produced from the captioned land.


12. Oil and gas lease for a primary term of 5 years in favor of Muzyl Oil Corporation dated August 12, 1994 and recorded December 28, 1994 in Liber 1342, Page 250, Lenawee County Records; now held through various assignments.
13. Easement in favor of the Bailey West Branch Drain Drainage District as evidenced by instrument recorded in Liber 2472, Page 406, Lenawee County Records.
14. Easements in favor of Consumers Power Company as evidenced by instruments recorded in Liber 342, Page 306 and in Liber 342, Page 307, Lenawee County Records.
15. Subject to the rights of the public or any governmental unit over any part of subject property taken, deeded or used for road, street or highway purposes.
16. Affidavit attesting that qualified agricultural property or qualified forest shall remain qualified agricultural property dated August 5, 2015 and recorded August 6, 2015 in Liber 2512, Page 119, Lenawee County Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule C	

Commitment No.: AT-3620

The land is described as follows:

Land in the Township of Medina, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

The East 1/2 of the Southeast 1/4 of Section 19, Town 8 South, Range 1 East, EXCEPTING land beginning at the Southeast corner of Section 19; thence North 587.44 feet; thence South 89° 56' West 318.72 feet; thence South 587.44 feet to the South line of said Section; thence North 89° 56' East 318.72 feet to the place of beginning.

Parcel 2:

All that part of the East 1/2 of the Southeast 1/4 of Section 19, Town 8 South, Range 1 East, described as beginning at the Southeast corner of Section 19, aforesaid; thence North 417.44 feet; thence South 89° 56' West 208.72 feet; thence South 417.44 feet to the South line of said Section 19; thence North 89° 56' East 208.72 feet to the place of beginning; ALSO, all that part of the East 1/2 of the Southeast 1/4 of Section 19, Town 8 South, Range 1 East, described as beginning at a point 417.44 feet North of the Southeast corner of said Section 19, aforesaid; thence North 170 feet; thence South 89° 56' West 318.72 feet; thence South 587.44 feet; thence North 89° 56' East 110 feet; thence North 417.44 feet; thence North 89° 56' East 208.72 feet to the place of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





ORDER TO VACATE

RE: Parcel Number(s) MEO 119 4280 00
Samuel and Keturah Delagrang
10900 Munson Hwy.
Hudson, MI 49247

Legal Description:

E1/2 OF SE1/4 SEC 19 T8S R1E
1/8/2016 COMB FROM MEO-119-4900-00

Notice was hereby given to Samuel and Keturah Delagrang by the Lenawee County Health Department that the above-described premise has, located and existing thereon, unsafe and inadequate sewage disposal and water supply systems, which is a serious and continuing health hazard.

Therefore, property located at 10900 Munson Hwy. has been posted as **"UNFIT FOR HUMAN HABITATION"** and ordered vacated within 30 days of receipt of an Order to Vacate notice consistent with Sections 5.2 of the Lenawee County Environmental Health Code. It is unlawful for any person to remove, deface, or destroy any posted notice declaring the premises **"UNFIT FOR HUMAN HABITATION"**. It is unlawful for any person to move into, reside in, or offer for rent, lease or sale, a dwelling which has been declared by the Health Officer to be unfit for human habitation until such dwelling has been brought into compliance with the Lenawee County Environmental Health Code.

Any person who shall fail to comply with any provision of the Lenawee County Environmental Health Code may be guilty of a misdemeanor and upon conviction may be punished by a fine not exceeding the sum of five hundred dollars (\$500) or by imprisonment in the county jail not exceeding ninety (90) days, or both fine and imprisonment at the discretion of the court.

Martha Hall
Martha Hall, REHS/RS MPH
Lenawee County Health Officer

July 16, 2019
Date

Subscribed and sworn to before me this 16th day of July, 2019 in the City of Adrian, County of Lenawee, State of Michigan.

Angela Marie Carlton
Angela Marie Carlton, Notary Public
My commission expires: 5-26-2025
County of Lenawee
State of Michigan >

Drafted by (Name and Address): Sabriena Threatt
Sanitarian I
Lenawee County Health Department
1040 S. Winter St. Suite 2328
Adrian, MI 49221

c: Medina Township
Lenawee County Equalization Department
Owner

1pg ✓ inter-office



STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LENAWEE

LENAWEE COUNTY HEALTH DEPARTMENT,
By Lenawee County Health Officer,
An administrative body that operates
as Lenawee County,

Plaintiff,

vs.

SAMUEL EICHER, et al.,
DAVID W. SCHWARTZ, et al.,
JONAS WAGLER, et al.,
LOUIS GRABER, et al.,
DAVID LENAGACHER, et al.,
LEWIS LENAGACHER, et al.,
JOSEPH GRABER, et al.,
SAMUEL DELAGRANGE, et al.,
SIMON GRABER, et al.,
AMOS DELAGRANGE, et al.,
ISAIAH EICHER, et al.,
MELVIN DELAGRANGE, et al.,
JOHN SCHWARTZ, et al.,
Defendants.

File Nos.: 19-6384-CE; 19-6385-CE;
19-6387-CE; 19-6388-CE; 19-6389-CE;
19-6390-CE; 19-6391-CE; 19-6392-CE;
19-6393-CE; 19-6394-CE; 19-6395-CE;
19-6396-CE; 19-6397-CE; 19-6418-CE;
19-6386-CE

HON. MICHAEL R. OLSAVER

NOTICE OF LIS PENDENS

DALE L. SMITH, P.C.
By: Dale L. Smith (P56522)

WRIGHT & SCHULTE, LLC
Stephen D. Behnke (Ohio Bar 0072805)*

Special Attorney for Plaintiff
1893 W. Maumee Street
Adrian, MI 49221
(517) 264-6915

*Richard W. Schulte (Ohio Bar 0066031)**
Counsel for Defendants
865 South Dixie Drive
Vandalia, OH 45377
(937) 435-7500

AMERICAN CIVIL LIBERTIES UNION
FUND OF MICHIGAN

By: Daniel S. Korobkin (P72842)

Philip Mayor (P81691)

Counsel for Defendants
2966 Woodward Ave.
Detroit, MI 48201
(313) 578-6803

COOPER & BENDER, P.C.
By: Jacob C. Bender (P78743)
Counsel for Defendants
P.O. Box 805
Adrian, MI 49221
(517) 263-7884

COOPERATING ATTORNEY, AMERICAN
CIVIL LIBERTIES UNION FUND OF
MICHIGAN

By: John A. Shea (P37634)

Counsel for Defendants
120 N. Fourth Ave.
Ann Arbor, MI 48104
(734) 995-4646

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in said Court upon a Complaint filed by the above named Plaintiff against the above named Defendants and that the premises affected by the said action were, at the time of commencement of said action, and at the time of filing this notice situated in the County of Lenawee, Michigan, legally described as:

SEE ATTACHED EXHIBIT A

Dated: May 8, 2020



Dale L. Smith (P56522)
Special Attorney for Plaintiff

Prepared by:
Dale L. Smith
Attorney at Law
1893 W. Maumee St.
Adrian, MI 49221
(517) 264-6915

EXHIBIT A

Land described as situated and being in the Township of Hudson, County of Lenawee described as:

T7S-R1E; LD BEG NW CR SEC 32 TH E 1650.69 FT TH S 0 DEG 46'11" w 1764.71 FT TH N 89 DEG 36'08" w 1650.58 FT TH N 0 DEG 46'11" e 1753.26 FT TO POB.
Commonly known as: 6101 Munson Hwy., Hudson, MI 49247.
Parcel No. HD0-132-1025-00

ALSO;

T7S-R1E; S 1/3 OF SW ¼ & S 1/3 OF W 20 ACRES OF W-1/2 OF SE-1/4 EX LD BEG 314.25 FT N FROM SW COR SEC 20 RUNN TH N 323.30 FT TH E 269.50 FT TH S 323.30 FT TH W 269.50 FT TO POB CONT 2 ACRES SEC 20.
Commonly known as: 4937 Munson Hwy. & 4933 Hudson, MI 49247
Parcel No. HD0-120-3650-00

ALSO;

Land described as situated and being in the Township of Medina, County of Lenawee described as:

T8S-R1E; E ½ OF SE ¼ LESS 10 ACRES OFF N END ALSO EX LB BEG SE COR SEC 21 TH N 322 FT W 1320 FT S 320 FT E 1320 FT TO POB CONT 9.7456 ACRES SEC 21 ALSO EXC A PARCEL OF LD 177 FT N & S BY 400 FT E & W OUT OF NE CORNER THEREOF.
Commonly known as: 10806 Ingall Hwy., Morenci, MI 49256
Parcel No. ME0-121-4810-00

ALSO;

LD DES AS BEG ON THE S LI OF SEC 18 T8S R1E (CNTRLI OF LIME CREEK RD) AT A PT LOC 516.73 FT W FROM THE SE COR OF SD SEC TH W ALG SD LI 288.60 FT TH N 07°28'51" W 207.56 FT TH N 24°03'10" W 74.66 FT TH N 02°36'13" E 121.47 FT TH N 86°43'38" E 249.79 FT TH S 63°16'15" E 93.81 FT TH S 01°34'48" W 274.66 FT TO POB (SURVEY 2.784AC)
Commonly known as: 16124 Lime Creek Rd., Hudson, MI 49247
Parcel No. ME0-118-4900-00

ALSO;

T8S-R1E; E 50 ACRES OF W 135 ACRES OF N ½ OF NW FRL ¼ SEC 18.
Commonly known as 16757 Packard Rd., Hudson, MI 49247
Parcel No. ME0-118-1150-00

ALSO;

T8S-R1E; W ½ OF NE ¼ EX S 20 ACRES SEC 11.
Commonly known as: 8179 Bothwell Hwy., Morenci, MI 49256
Parcel No. ME0-111-2010-00

ALSO;

SE ¼ OF SW FRL ¼ SEC 19 T8S R1E.

Commonly known as: 16496 W. Ridgeville Rd., Waldron, MI 49288

Parcel No. ME0-119-3900-00

ALSO;

E ½ OF SE ¼ SEC 19 T8S R1E; 1/8/2016 COMB FROM ME0-119-4900-00

Commonly known as: 10900 Munson Hwy., Hudson, MI 49247

Parcel No. ME0-119-4280-00

ALSO;

W ½ OF W ½ OF SW ¼ SEC 11 T8S R1E EXC LD DES AS COMM ON THE S LI OF
SW ¼ OF SD SEC AT A PT LOC 357.67 FT N 86°58'20" E FROM THE SW COR OF
SD SEC & RUNN TH N 06°38'39" W 224.35 FT TH N 06°48'41" E 518.59 FT N
86°58'20"E 240.33 FT TH S 03°11'06"E 734.87 FT TO S LI OF SD SEC TH S
86°58'20" W ALG SD LI 316.81 FT TO POB (SURVEY 5.0103 AC)

Commonly known as: 13400 Packard Rd., Hudson, MI 49247

Parcel No. ME0-111-3150-00

ALSO;

T8S-R1E; W-3/8 OF NE ¼-60 ACRES ALSO NW ¼ 160 ACRES SEC 17.

Commonly known as: 15877 Packard Rd., Hudson, MI 49247

Parcel No. ME0-117-1100-00

ALSO;

LD BEG AT NE COOR SEC 30 T8S-R1E RUNN TH S 466.91 FT TH N 88°58" W
172.40 FT TH S 25 FT TH W 170 FT TH N 492.46 FT TO N LI SD SEC TH E 342.40
FT TO POB ALSO 30.78 AC ASSESSED FROM ME0-129-1050-00 ON 1/6/2017 DES
AS W ¼ OF NW ¼ OF NW ¼ SEC 29.

Commonly known as: 11052 Munson Hwy., Morenci, MI 49256

Tax Parcel No. ME0-130-2280-00

The land is described as follows:

Hudson Township, Lenawee County, Michigan

The Southeast One-Quarter of Section 28, Town 7 South, Range 1 East, Lenawee County, Michigan.

EXCEPTING THEREFROM:

Commencing at the Southeast corner of the North One-Half of the Southeast One-Quarter of Section 28; thence West along the South line of the North One-Half of the Southeast One-Quarter, 8 rods; thence North 10 rods; thence East 8 rods to the East line of Section 28; thence South 10 rods to the place of beginning.

EXCEPTING: All that part of the Southeast One-Quarter of Section 28 lying Southwesterly of the centerline of Lawrence Road.

ALSO EXCEPTING: All that part of the Southeast One-Quarter of Section 28, Town 7 South, Range 1 East, described as beginning at the Southeast corner of said Section 28, thence South $88^{\circ}30'38''$ West 1029.69 feet along the South line of said Section 28; thence North $02^{\circ}15'58''$ West 1100.00 feet; thence North $88^{\circ}30'38''$ East 1029.69 feet to the East line of said Section 28; thence South $2^{\circ}15'55''$ East 1100.00 feet along the said East line of Section 28 to the Point of Beginning.

5000 S. Posey Lake Hwy. Blk

Parcel No. HD0-128-4000-00

Land in the Township of Hudson, County of Lenawee, State of Michigan, described as follows:

The South 1/2 of the North 1/2 of the Northwest 1/4 of Section 29, Town 7 South, Range 1 East; ALSO the North 1/2 of the North 1/2 of the Northwest 1/4 of said Section 29, Town 7 South, Range 1 East; ALSO all that part of the South 1/3 of Section 20, Town 7 South, Range 1 East, described as beginning at the Southwest corner of said Section 20; thence running East on the Section line 180 rods; thence North parallel with the Section line 53 1/3 rods; thence West parallel with the Section line 180 rods to the Section line; thence South on the Section line 53 1/3 rods to the place of beginning;

EXCEPT all that part of the Southwest 1/4 of Section 20, Town 7 South, Range 1 East, described as commencing on the West line of Section 20, aforesaid, at a point located 314.25 feet North 1 degree 28' West from the Southwest corner of said Section 20, and running thence North 1 degree 28' West 323.30 feet; thence North 88 degrees 32' East 269.50 feet; thence South 1 degree 28' East 323.30 feet; thence South 88 degrees 32' West 269.50 feet to the place of beginning.

Commonly known as: 4933 and 4937 Munson Hwy., Hudson, MI 49248

Parcel No. HD0-129-1200-00

LIBER 2647 PAGE 0174 1 of 2

STATE OF MICHIGAN - LENA WEE COUNTY
RECORDED 06/15/2017 01:15:12 PM AG
Carolyn S. Bate, REGISTER OF DEEDS \$30.00



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 16th day of May, AD. 2017, by and between **Samuel L. Delagrang and Katurah Delagrang, Husband and Wife** hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Lenawee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:
E 1/2 of the SE 1/4 EXC beg at SE corner of Sec 19, th N 587.44 ft, th S 89deg56' W 318.72 ft, th S 587.44 ft to S line of Sec 19, th N 89deg56' E 318.72 ft to POB, Section 19, T8S R1E, Medina Township, Lenawee County, Michigan. (76)

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Lenawee County Register of Deeds Office in Liber 2510, Pages 0818, on July 16, 2015.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).

- NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:
1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
 2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
 3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
 4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
 5. Public access is not permitted on the land unless agreed to by the owner.
 6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the **Medina Township Board** ***forty-one (41)**
 7. The term of this Agreement shall be for ~~thirty-four (34)~~ ***forty-one (41)** years, commencing on the 1st day of January, 1984, and ending on the 31st day of December, ~~2017~~ ***2024**.
 8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
 9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and or penalty provisions provided by law.
 10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

Landowner Contact:
Samuel Delagrang
10900 Munson Hwy
Hudson MI 49247

AGREEMENT# 46-41380B-423117-01
Transfer (W) ERKL 123124
Extend

Prepared by Return to:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

2 ppq P.O. Box 30776

State of Michigan
Department of Agriculture and Rural Development

Richard A. Harlow
Richard A. Harlow, Program Manager
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN
COUNTY OF INGHAM

On this JUN 05 2017 AD, before me, a Notary Public in and for said County personally appeared **Richard A. Harlow, Program Manager**, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

Lexava I. Smith
Lexava I. Smith, Notary Public
Eaton County, Michigan acting in Ingham County, Michigan
My Commission Expires: April 17, 2019

Do not write above this line - State of Michigan Use Only

IN WITNESSTHEREOF, the party(ies) have executed this Agreement as of the date notarized below.

(X) *Samuel L. Delagrang*
Samuel L. Delagrang
STATE OF MICHIGAN
COUNTY OF Hillsdale^a Lenawee
On this 16th day of May AD 2017, before me, a Notary Public, personally appeared **Samuel L. Delagrang** to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his her own free act and deed.

(X) *Laurie M. Lapham*
Laurie Marie Lapham Notary Public
Hillsdale County, MI acting in Lenawee County, MI
My Commission Expires: 03-23-2021

Laurie Marie Lapham
Place Notary Stamp or Seal Here

(X) *Katurah Delagrang*
Katurah Delagrang
STATE OF MICHIGAN
COUNTY OF Hillsdale^a Lenawee
On this 16th day of May AD 2017, before me, a Notary Public, personally appeared **Katurah Delagrang** to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his her own free act and deed.

(X) *Laurie M. Lapham*
Laurie Marie Lapham Notary Public
Hillsdale county, MI acting in Lenawee County, MI
My Commission Expires: 03-23-2021

Laurie Marie Lapham
Place Notary Stamp or Seal Here



LIBER 2547 PAGE 0174 2 of 2

Landowner Contact:
Samuel Delagrang
10900 Munson Hwy
Hudson MI 49247

AGREEMENT# 46-41380B-123117^a
Transfer (W) ERKL 123124
Extend

Prepared by Return to:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

OIL & GAS LEASE
(PAID-UP)

034002-14
LIBER 1342 PAGE 250

AGREEMENT: Made and entered into the 12th day of August, 1994, by and between
Donald Merrillat and Mary Merrillat, H & W
15528 Lime Creek Road
Hudson, MI 49247

hereinafter called Lessor (whether one or more), and Muzyl Oil Corporation, a Michigan Corporation, of P.O. 673, Gaylord, MI 49735 hereinafter called Lessee

Witnesseth: That the said Lessor for and in consideration of \$10.00 dollars and other valuable consideration, cash in hand paid the receipt of which is hereby acknowledged and the covenants and agreements hereinafter contained on part of Lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said Lessee for the sole and only purpose of mining, exploring and operating for oil and gas including the uses of the seismograph and other geophysical and geological methods, and of laying of pipe lines with the right to install and maintain lines to convey water, oil, steam, electricity, air and gas to, from, over, or across said premises, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, and further does hereby grant unto Lessee to act as Lessor's agent to enter into a unit plan for development of operations and to make a Declaration for Lessor to effectuate such a plan vesting in the agent the authority to do for his principal any lawful act performable by the principal, all that certain tract of land situated in the

Township of Medina, County of Lenawee, State of Michigan described as follows to wit:

Section 17: The East-half of the Southwest-Quarter (E/2 of SW/4)

Section 21: The West-half of the Northwest-Quarter (W/2 of NW/4)

ALSO: The Northwest-Quarter of the Southwest-Quarter (NW/4 of SW/4)

ALSO: SEE EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF.

of Section various, Township 8S, Range 1E, and containing 345 acres, more or less, and including all lands and interests therein, contiguous or appurtenant to said described land and owned or claimed by Lessor, whether or not specifically described above. If this land is riparian to, bounds, or embraces within its boundaries a stream, lake or other body of water, then all of Lessor's oil and/or gas rights and lands under said bodies of water, and all area now or hereafter added by accretion, are included and covered by this lease

2 It is agreed that this lease shall remain in force for a primary term of Five (5) years from this date, and as long thereafter as operations are conducted upon said land or upon a Unit which includes all or part of said land with no cessation for more than 90 consecutive days. Provided, in the event of production of oil and/or gas in paying quantities during said primary term or during any extension of this lease pursuant to other terms hereof, the provision for "no cessation for more than 90 consecutive days" set forth above shall be extended to "no cessation for more than 180 consecutive days." Whenever used in this lease the word "operations" shall refer to any of the following activities: preparing location for drilling, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas

3. Lessee covenants and agrees to pay the following royalties: (A) To deliver to the credit of Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth of the oil produced and saved from said land, Lessor's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee computed at the wellhead, whether the point of sale is on or off said land. (B) To pay Lessor on gas produced from said land (1) when sold by Lessee, whether the point of sale is on or off said land, one-eighth of the net amount realized by Lessee, computed at the wellhead, or (2) when used by Lessee, for purposes other than those specified in Paragraph number 7 of this lease, the market value, at the wellhead, of one-eighth of said gas. Prior to payment of royalty, Lessor shall execute a Division Order setting forth his interest in production. Lessee may pay all taxes and privilege fees levied upon Lessor's royalty share of production of oil and gas, and deduct the amount so paid from any monies payable to Lessor hereunder. For purposes of this provision, when royalty is based on the net amount realized by the Lessee computed at the wellhead, the same shall be construed to mean that the Lessor shall bear its proportionate share of all post production costs and expenses necessary to render the gas and/or oil pipeline quality

4. If any well, capable of producing oil and/or gas, located on the leased lands, or on lands pooled or communitized with all or part of the leased lands, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. Lessee shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or recycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in Lessee's judgement are uneconomic or otherwise unsatisfactory. For each well shut-in on the leased land, or on lands pooled or communitized with all or part of the leased lands, Lessee shall be obligated to pay or tender to Lessor within 60 days after expiration of each period one year in length (annual period) during which such well is shut-in, as royalty, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from said well or wells is sold or used off the premises before the end of any such period, or, if at the end of any such annual period this lease is being maintained in force and effect other than by reason of such shut-in well, Lessee shall not be obligated to pay or tender said sum of money for that annual period for otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells and removing the pipe therefrom. The Lessee shall have the right to utilize all hydrocarbons produced from the premises, free of cost, for power, on this and adjoining premises, including but not limited to any waste or casinghead gas produced on the premises

5 This lease is a paid up lease for the primary term and shall require no rental payments

6 If said Lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee

7 Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. The amount of such damage payment shall be based upon the fair market value of actual crops destroyed. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing

8 For the purpose of oil and/or gas development and production under this lease, Lessor does hereby grant to Lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than one hundred sixty (160) acres, more or less, and/or a gas development unit of not more than six hundred forty (640) acres, more or less, but Lessee shall in no event be required to drill more than one well on said unit. Each unit may be created by Lessee's recording in the Register of Deeds Office within the county or counties in which said unit is situated, an instrument identifying the unit so created. If such gas well or wells as contemplated by this clause shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease and Lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the Lessor within the limitation of such development unit bears to the total number of acres included therein. At the option of Lessee, a diagonal well spacing pattern may be followed.

9 For purposes of promoting the development of shallow hydrocarbon production, Lessee is granted the power to pool and unitize this lease into a development pooled unit of up to 2,560 acres. This special pooling grant is only effective as to shallow formations hereby defined as geologic formations from the surface to the top of the Traverse Limestone Formation. The pooled unit may be any combination of governmental quarter-quarter sections. To utilize this pooling grant Lessee shall file with the Register of Deeds of the relevant county or counties the exact description of the unit formed pursuant to this clause. Such declaration is all that is required to establish the pooled unit. If any gas well or wells are drilled in said pooled or unitized area but are not drilled on the premises herein leased, it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease. Lessor shall receive on hydrocarbon production thus pooled such proportion of the royalty stipulation herein reserved as the amount of Lessor's acreage placed in the unit bears to the total acreage so pooled in the particular declared unit, regardless of which wells the production actually comes from. After one such unit has been declared, Lessee may add other lands to such unit up to the limit of 2,560 acres.

1500 Dakota Oil

10 Notwithstanding anything to the contrary herein contained or implied by law, all present and future laws and rules and regulations of any governmental agency pertaining to well spacing, use of material equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length. provided however that no government regulation shall be interpreted to require more wells than one (1) for each one hundred-sixty (160) acres for shallow hydrocarbon production as provided in and pursuant to Paragraph 49 of this lease. If drilling or other operations are delayed, hindered or prevented by any such laws, rules or regulations at the expiration of primary term hereof, the primary term shall extend for a period equal to the full term of such hindrance, delay or prevention and for a period of six (6) months thereafter.

11 If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on Lessee until thirty (30) days after Lessee has been furnished with a written transfer or assignment or a true copy thereof, and rentals shall be adjusted in accordance with such change of ownership or assignment at the next succeeding rental anniversary after receipt by Lessee of evidence satisfactory to Lessee of such change of ownership or assignment. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payments of said rentals, however, the Lessee making due payments, shall, after notice, have 30 days to cure the default.

12 Lessor expressly grants to Lessee the right to inject water, brine or other fluids produced from these leased premises or lands other than said leased premises for disposal. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water.

13 Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the Lessee shall have the right at any time to redeem from Lessor, by payments, any mortgage, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof and the undersigned Lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

14 Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the Lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

15 In the interest of conservation, the protection of reservoir pressures, or the recovery of the greatest ultimate yield of oil and gas, Lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining, repressuring and re-cycling facilities, and for such purposes may locate such facilities, including input wells, upon the leased premises.

16 At Lessee's option the primary term of this lease may be extended from Five (5) years to Eight (8) years by paying or tendering to Lessor, on or before the expiration of said primary term, a bonus of \$5.00 per acre for the land then covered hereby, said bonus to be paid or tendered to Lessor by US mail at the above address.

17 If during the primary term of this Lease, or any extension thereof, Lessor receives a bona fide written offer to enter into a new Oil and Gas Lease from any third party and such offer is acceptable to Lessee, Lessee shall have first right to have the new lease executed in its favor, upon the same terms and conditions. Said right shall be exercised by Lessee within thirty (30) days from the date Lessee receives written notice from Lessor or said right shall terminate.

18 ~~SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.~~

Executed as of the day and year first above written

Witnesses

Marilou H. James
Marilou H. James

Douglas Eidner
Douglas Eidner

x Donald Merrillat
Donald Merrillat - [redacted] - 5618

x Mary Merrillat
Mary Merrillat

ACKNOWLEDGMENT

State of Michigan

County of Lenawee

The foregoing instrument was acknowledged before me this 15th day of August, 1994, by

Donald Merrillat and Mary Merrillat, H & W

My Commission Expires 4-13-97

Notary public in and for Kent County, State of Michigan
Acting in Lenawee County, Michigan

CORPORATE ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

_____ the _____ of _____
_____ a _____ Corporation, on behalf of the Corporation.

My Commission Expires _____

Notary public in and for _____ County, State of _____

This instrument prepared by: Marilou H. James of: FLEXCO LAND SERVICES, INC
P.O. BOX 3765
Marysville, Michigan 48040-0313

OGL7/94

LIBER 1342 PAGE 251

x DM
MM

RECORDED
DEC 28 11 40 AM '94
NOTARY PUBLIC
MICHIGAN

ATTACHED TO AND MADE A PART OF that certain Oil and Gas Lease dated August 12, 1994 by and between:

Donald Merillat and Mary Merillat, H & W
15528 Lime Creek Hwy. R-2, Hudson, MI 49247

as Lessors,

AND

MUZYL OIL CORPORATION, A Michigan Corporation
P.O. Box 673, Gaylord, Michigan 49735

as Lessee,

DESCRIPTION con't

T8S-R1E, Medina Township, Lenawee County, Michigan

Section 8: The North-half of the South-half of the Northeast-Quarter (N/2 of S/2 of NE/4)

Section 19: The East-half of the Southeast-Quarter (E/2 of SE/4) EXCEPT: land beginning at SE corner of Section 19, thence 587.44 feet North, thence South 89°56' West 318.72 feet, thence South 587.44 feet to South line of Section, thence North 89°56' East 318.72 feet to Point of Beginning. (4.3 ac exception)

Section 29: The West 3/4 of the Northwest-Quarter of the Northwest-Quarter (W3/4 of NW/4 of NW/4)

INITIALED FOR IDENTIFICATION

DM
D. M.

EM
E. M.

DATE: 8-14- 1994

M.H.J.
M.H.J., Agent, MUZYL OIL CORPORATION

Attached to and made a part thereof that certain Oil and Gas Lease dated August 12, 1994 by and between Donald Merillat and Mary Merillat, H & W 15528 Lime Creek Rd., Hudson, MT 49247 as Lessor(s), and MUZYL OIL CORPORATION, Box 673, Gaylord, MT 49735 as Lessee.

ADDITIONAL TERMS AND PROVISIONS:

- 18. Upon completion of operations on the property described herein, Lessee, its successors and assigns will restore the surface of said property to as near its original condition as is practicable.
- 19. It is understood and agreed that Lessor and Lessee will mutually agree on the location of well sites, access roads and pipeline right-of-ways, said consent not being unreasonably withheld.
- 20. Lessee agrees to repair or replace in a workmanship and timely fashion any field tile damaged as a result of Lessee's operations on the leased premises.

INITIALED FOR IDENTIFICATION

DM
MM

DATE: 8-14-94

MHJ
 MHJ-Agent, MUZYL OIL CORPORATION

LIBER 2472 PAGE 0406 1 of 4



STATE OF MICHIGAN - LENAWE COUNTY
RECORDED 07/18/2013 12:15:35 PM EA
Carolyn S. Bator, REGISTER OF DEEDS \$23.00

DRAIN EASEMENT

For and in consideration of the prospective benefits to be derived because of the locating, establishing, constructing, maintaining, and improving of the Bailey West Branch Drain, a County drain currently under the supervision of Stephen R. May, Lenawee County Drain Commissioner, whose address is 320 Springbrook Avenue, Suite 102, Adrian, Michigan 49221;

Merillat Trust, Donald D. & Carol L. Merillat, trustees, 301 Lincoln St., Morenci, MI 49256, the owners of land described in Exhibit A, now convey and release to the Bailey West Branch Drain Drainage District an easement for purposes of locating, establishing, constructing, maintaining, and improving of said County Drain over and across land owned by them, which easement is described and depicted in the attached Exhibit A.

This conveyance shall be deemed a sufficient conveyance to vest in the Bailey West Branch Drain Drainage District an easement over said parcel of land for the uses and purposes of drainage with such rights of entry upon, passage over, storing of equipment and materials including excavated earth as may be necessary or useful for the maintenance and improvement of said Drain.

Storage of equipment on the easement as described in attached Exhibit A shall be limited to temporary periods of time confined within the duration of a specific improvement or maintenance project.

Non-movable or permanent structures shall not be constructed by the landowner within the specific limits of the easement description contained in Exhibit A.

The easement shall be binding upon Donald D. & Carol L. Merillat, trustees, and the Bailey West Branch Drain Drainage District, their heirs, assigns, successors in interest and successors in office and be deemed to run with the land in perpetuity.

This instrument is exempt from transfer tax pursuant to MCL Sec. 207.505(a) and 207.526(a).

#23. ⁰⁰ Drain Commission Inter office

Donald D. Merrillat
Donald D. Merrillat
Trustee

STATE OF MICHIGAN)
)ss.
COUNTY OF LENAWEЕ)

On this 12th day of JUNE, 2013, before me, a Notary Public in and for said County, personally appeared Donald D. Merrillat, ^{Trustee} to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Joseph P. Brezvai Notary Public
JOSEPH P. BREZVAI
State of Michigan, County of Lenawee
My Commission Expires: 12-18-2019
Acting in the County of Lenawee

Carol L. Merrillat
Carol L. Merrillat
Trustee

STATE OF MICHIGAN)
)ss.
COUNTY OF LENAWEЕ)

On this 12th day of JUNE, 2013, before me, a Notary Public in and for said County, personally appeared Carol L. Merrillat, ^{Trustee} to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

Joseph P. Brezvai Notary Public
JOSEPH P. BREZVAI
State of Michigan, County of Lenawee
My Commission Expires: 12-18-2019
Acting in the County of Lenawee

EXHIBIT A

TAX IDENTIFICATION:

OWNER: Merrillat Trust, Donald D. & Carol L. Merrillat, Trustees
 ME0-119-4280-00

PROPERTY ADDRESS:

15528 Lime Creek Road
 Morenci, MI 49256

OWNER ADDRESS:

301 Lincoln Street
 Morenci, MI 49256

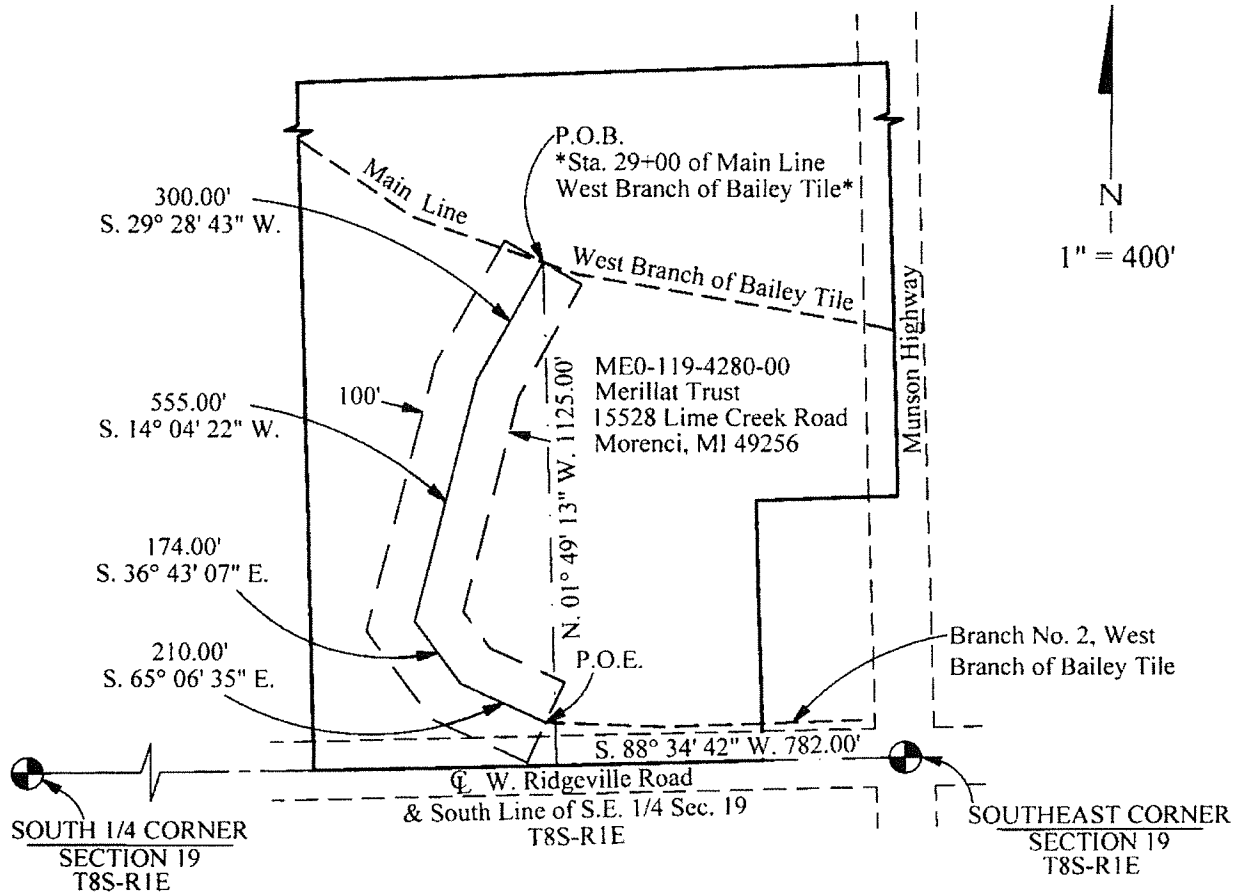

 LIBER 2472 PAGE 0406 3 of 4

100' WIDE DRAINAGE EASEMENT Land situated in the southeast 1/4 of Section 19, Town 8 South, Range 1 East, Medina Township, Lenawee County, Michigan, Being an Easement for the West Branch of the Bailey Tile Drain. Further described as 50 Feet on either side of the following described centerline, Commencing at the Southeast 1/4 corner of Section 19, and running thence South 88° 34' 42" West 782 Feet, along the south line of the Southeast 1/4 of Section 19 (Centerline of West Ridgeville Road) Thence North 01° 49' 13" West 1125 Feet, to Station 29+00 of the Main line of the West Branch of the Bailey Tile Drain. Surveyed on May 29, 1924 by John L. Richard, for Point of Beginning and running thence South 29° 28' 43" West 300 Feet, thence South 14° 09' 22" West 555 Feet, thence South 36° 43' 07" East 174 Feet, thence South 65° 06' 35" East 210 Feet and there ending at Sta. 7+00 of Branch No. 2, West Branch of Bailey Tile Drain Surveyed on May 29, 1924 by John L. Richard.

Basis of Bearings used for this description is assumed South 88° 34' 42" West on the South line of the Southeast 1/4 of Section 19, Town 8 South, Range 1 East (Centerline of West Ridgeville Road).

Subject to Highways, easements and restrictions of record.

This instrument is exempt from transfer tax pursuant to MCL Sec. 207.505(a) and 207.526(a).



Drafted By:

Robert E. Irish Jr.
Office of the Lenawee Co. Drain
Commissioner
320 Springbrook Avenue, Suite 102
Adrian, MI 49221
(517) 264-4696

When Recorded Return To:

Office of the Lenawee Co. Drain
Commissioner
320 Springbrook Avenue, Suite 102
Adrian, MI 49221
(517)264-4696



LIBER 2472 PAGE 0406 4 of 4

Received for Record the 17th day of April A. D. 1937, at 11:50 o'clock A. M.

Clifford W. Sutherland TO

Parcel No. 11-A & 13 T8S, R 1E, Lenawee County.

Register. [Signature]

Consumers Power Co

Clifford W. Sutherland, also known as Clifford W. Sutherland, Sr., individually, and as son and sole heir-at-law of Henry W. Sutherland, deceased, and Georgia Sutherland, wife of said Clifford W. Sutherland

first part in consideration of one Dollars \$ 1.00

to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcels are situate in the Township of Medina County of Lenawee, and State of Michigan, to-wit: The northwest one-quarter (1/4) of the northwest one-quarter (1/4) of Section twenty-nine (29), except a parcel of land containing ten (10) acres off the east side thereof and also the north one-half (1/2) of the northeast one-quarter (1/4) of the southeast one-quarter (1/4) of Section nineteen (19) being all in Township eight (8) South, Range one (1) East.

The route to be taken by said lines of towers, poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate one route south of and not more than 183 feet from the center line of the highway on the north side of said Section 29; and locate one route west of and not more than 193 feet from the center line of the highway on the east side of said section 19; also conveying the right to erect and maintain lines of poles and wires leading laterally from said routes to the center line of said highways

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and towers, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay first party for any damage to crops in erecting and maintaining said lines of poles and wires.

Witness the hand and seal of the parties of the first part, this 18th day of January, 1937

Signed, Sealed and Delivered in Presence of

C. Norman Foster Carl Samlow C. Norman Foster Carl Samlow

Clifford W. Sutherland

Georgia Sutherland

[L.S.] [L.S.] [L.S.] [L.S.]

STATE OF MICHIGAN, ss. COUNTY OF LENAWEE,

On this 18th day of January 1937, before me, a Notary Public of

Lenawee County, Michigan, acting in Lenawee County, personally appeared

Clifford W. Sutherland, Georgia Sutherland

to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

C. Norman Foster

My commission expires January 10, 1941

Notary Public, Lenawee Co., Mich.

STATE OF MICHIGAN, ss. COUNTY OF LENAWEE,

On this day of 19, before me, a Notary Public of

County, Michigan, acting in Lenawee County, personally appeared

to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be free act and deed.

My commission expires 19

Notary Public, Co., Mich.

Received for Record the 17th day of April, A. D. 1937, at 11:50 o'clock A. M.
 Parcel No. 12,
 T 8 S, R 1 E,
 Lenawee County.
 Clifford W. Sutherland and Georgia Sutherland, his wife
 Consumers Power Company
 Clifford W. Sutherland and Georgia Sutherland, his wife
 Register.

first part ies, in consideration of One Dollar (\$ 1.00)
 to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second
 party, receipt of which is hereby acknowledged, Convey.... and Warrant.... to the second party, its successors and assigns, Forever, the easement
 and right to erect, lay and maintain lines consisting of ~~25000~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting
 and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including
 all public highways upon or adjacent to said parcel of land, which parcel are situate in the Township of Medina
 County of Lenawee, and State of Michigan, to-wit: The southeast one-quarter (1/4) of the southeast one-quarter (1/4)
and the south one-half (1/2) of the northeast one-quarter (1/4) of the southeast one-quarter (1/4)
of Section nineteen (19) Township eight (8) South, Range one (1) East

The route to be taken by said lines of ~~tower~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:
 Second party to locate said route west of and not more than one hundred ninety-three (193)
 feet from the center line of the highway on the east side of said above described land; also
 conveying the right to erect and maintain lines of poles and wires leading laterally from said
 route to the east line of said land.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times
 upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~towers~~ poles
 and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines
 of wires, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time
 may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed
 under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this
 easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.
 Second party to pay first party for any damage to crops in erecting and maintaining said line
of poles and wires.

Witness the hand, seal and seal of the parties of the first part, this 18th day of January, 1937.
 Signed, Sealed and Delivered in Presence of
C. Norman Foster Clifford W. Sutherland L.S.
Carl Sarlow Georgia Sutherland L.S.
C. Norman Foster L.S.
Carl Sarlow L.S.

STATE OF MICHIGAN, } ss.
 COUNTY OF LENAWEE, } On this 18th day of January, 1937, before me, a Notary Public of
Lenawee County, Michigan, acting in Lenawee County, personally appeared
Clifford W. Sutherland and Georgia Sutherland
 to me known to be the same person as named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be
their free act and deed. C. Norman Foster
 My commission expires January 10, 1941 Notary Public, Lenawee Co., Mich.

STATE OF MICHIGAN, } ss.
 COUNTY OF LENAWEE, } On this _____ day of _____, 19____, before me, a Notary Public of
 _____ County, Michigan, acting in Lenawee County, personally appeared _____
 to me known to be the same person _____ named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be
 _____ free act and deed.
 My commission expires _____, 19____. Notary Public, _____ Co., Mich.



STATE OF MICHIGAN - LENAWE COUNTY
RECORDED 08/06/2015 03:34:53 PM AF AG
Carolyn S. Bater, REGISTER OF DEEDS \$17.00

Michigan Department of Treasury
3676 (Rev. 3-10)

This form is issued under authority of P.A. 260 of 2000 and P.A. 378 of 2006. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

INSTRUCTIONS: 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 or qualified forest property.

Form with fields for: 1. Street Address of Property, 2. County, 3. City/Township/Village, 4. Name of Property Owner(s), 5. Property ID Number, 6. Legal Description, 7. Percentage of This Property, 8. Daytime Telephone Number, 9. E-mail Address.

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

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 or qualified forest property.

Signed Samuel L. Delagrance and Keturah Delagrance
Name (Print or Type) Samuel L. Delagrance and Keturah Delagrance
Title Owners

Must be signed by owner, partner, corporate officer, or a duly authorized agent.
State of MI
County of Lenawee

Acknowledged before me this 5th day of August, 2015

By Samuel L. Delagrance and Keturah Delagrance
Notary Signature Beth A. Fetzer
Name of Notary (Print or Type) Beth A. Fetzer

Notary Public, State of Michigan,
County of Lenawee
My commission expires: 12/21/2020
Acting in the County of Lenawee

Drafter's Name Samuel L. Delagrance
Drafter's Address 10900 Munson Hwy. Hudson, MI 49247

BETH A. FETZER
Notary Public, Lenawee Co., MI
Acting in Lenawee Co., MI
My Comm. Expires Dec. 21, 2020

LOCAL GOVERNMENT USE ONLY

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property?
If not, what is the correct percentage of the property that is currently qualified agricultural property?

Assessor's Signature and Date fields

Handwritten notes: \$17.00 - ATCL

Exhibit A
Legal Description

Land in the Township of Medina, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

The East 1/2 of the Southeast 1/4 of Section 19, Town 8 South, Range 1 East, EXCEPTING land beginning at the Southeast corner of Section 19; thence North 587.44 feet; thence South 89° 56' West 318.72 feet; thence South 587.44 feet to the South line of said Section; thence North 89° 56' East 318.72 feet to the place of beginning.
Commonly known as: 10000 Munson Hwy. Block, Morenci, MI 49256


LIBER 2512 PAGE 0119 2 of 2