## Cover page for:

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

\* Copies of mortgages are not included. Exceptions for existing mortgages are to be <u>removed at closing</u>.

Preliminary title insurance schedules prepared by:

Patrick Abstract and Title Office, Inc.

(File Number: 3941274)

## **Auction Tracts 1 & 2**

(Kalamazoo County, Michigan)

For December 14, 2020 auction to be conducted by:

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

On behalf of:

**Estate of Todd Weinberg** 



## **ALTA Commitment for Title Insurance**

Issued By Old Republic National Title Insurance Company

## **NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON. INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Issued through the Office of
Patrick Abstract and Title Office, Inc.
128 West Main Street
P.O. Box 157
Centreville. MI 49032

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Authorized Signatory

C) 1000

Secretary

President



## Schedule A

## ALTA COMMITMENT - INFORMATIVE

## Transaction Identification Data for reference only:

Issuing Agent: Patrick Abstract and Title Office, Inc.

49032

Issuing Office's ALTA® Registry ID: 1050798

Loan ID Number:

Revision Number:

Issuing Office: 128 West Main Street, P.O. Box 157, Centreville, MI

Issuing Office File Number: 3941274 Commitment Number: 3941274

Property Address: East Q R Ave and E R Ave, Vacant, Scotts, MI

Commitment Date: 11/03/2020 at 8:00 AM 1.

Policy to be issued:

(a) ALTA Owner's Policy

Proposed Insured: To Be Determined Proposed Policy Amount: \$TBD

- The estate or interest in the Land described or referred to in this Commitment is fee simple.
- The Title is, at the Commitment Date, vested in:

Todd Weinberg - As to Parcel 1

Roger M. Stephenson and Christine A. Stephenson Revocable Living Trust dated October 16, 2003 - As to Parcel 2 Subject to the Land Contract Purchaser's interest of Todd H. Weinberg as evidenced by Memorandum of Land Contract recorded in Document No. 2017-003960.

The Land is described as follows:

See legal description in Exhibit "A" attached hereto and made a part hereof.

## Old Republic National Title Insurance Company

Authorized Signatory

Patrick Abstract and Title Office, Inc.

Lawethern



## Schedule B-I

## ALTA COMMITMENT

## Requirements

All of the following Requirements must be met:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- 4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We make additional requirements or exceptions relating to the interest or the loan.
- 5. All documents executed in the State of Michigan on and after April 1, 1997 must comply with PA 459 to be acceptable for recording. This law regulates type size, margin size, paper size, paperweight and etc., contact your local title company for exact specifications.
- 6. NOTE: If this transaction involves a Mobile or Manufactured Home, please contact the insurer immediately, as there may be additional requirements, exceptions and fees.
- 7. Estoppel Certificate.
- 8. Note: This information is not a commitment to insure title. It is issued for informational purposes only and should not be used for title purposes when acquiring, or conveying, an interest in the land. If a sale results, this informative report should be revised to include a specific amount of insurance, and identify the proposed insured. The insurer may make other requirements, or exceptions, upon its review of the proposed documents creating the estate, or interest to be insured.



## 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
- 2. Facts which would be disclosed by a comprehensive survey of the premises herein described.
- 3. Rights or claims of parties in possession.
- 4. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
- 5. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
- 6. Taxes or assessments not shown as existing liens by public records, but which may have a retroactive lien date imposed by operation of law.
- 7. The policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of State or Federal law, or relates to a handicap, but does not discriminate against handicapped people.
- 8. No liability is assumed by this company for tax increase occasioned by retroactive revaluation or change in land usage or loss of any homestead exemption status for the insured premises.
- 9. Notwithstanding any provisions of the policy to the contrary, the Company makes no representation or assurance regarding compliance or non-compliance with the provisions of the land division act (PA 591 of 1996).
- 10. The Policy 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.)
- 11. Taxes and assessments which become due and payable after the date of this policy, including taxes or assessments which may be added to the tax rolls or tax bill after the date of this policy as a result of the taxing authority disallowing or revising an allowance of a tax exempt status.

- 12. Subject to the rights of the public and in any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.
- 13. COMMITMENT- Anything to the contrary notwithstanding, the Final Policy will not insure the quantity of land set forth in the legal description recited in Schedule A.
- 14. Terms and Conditions of an easement granted to Consumers Power Company as recorded in Liber 884 on Page 484, Kalamazoo County Records. (Parcel 1)
- 15. Terms and conditions contained in a Right of Way, granted to Michigan Bell Telephone Company, recorded in Liber 904, Page 312, Kalamazoo County Records. (Parcel 1)
- 16. Terms and Conditions of an easement granted to Consumers Energy Company as recorded in Document No. 2006-052357, Kalamazoo County Records. (Parcel 2)
- 17. Oil and Gas Lease between Todd H. Weinberg, a single man, as Lessor and Western Land Services, Inc., as Lessee, dated June 6, 2018 and recorded October 2, 2018 in Document No. 2018-031168 and assigned to WGO Energy of Michigan, LLC in Document No. 2019-033623; along with Ratification of Lease recorded October 31, 2018 in Document No. 2018-034454, Kalamazoo County Records. (Parcel 1 and 2)
- 18. Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property as recorded on August 9, 2017 in Document No. 2017-026712, Kalamazoo County Records. (Parcel 2)
- 19. Terms and Conditions of a certain unrecorded Land Contract between Roger M. Stephenson and Christine A. Stephenson Revocable Living Trust dated October 16, 2003, as Sellers(s) and Todd H. Weinberg, as Purchaser(s), dated February 6, 2017, as evidenced by a Memorandum of Land Contract recorded in Document No. 2017-003960, Kalamazoo County Records. (Parcel 2)
- 20. Subject to the rights of others in and to the Big Marsh Drain. (Parcel 2)
- 21. Future Advance Mortgage in the amount of scredard executed by Todd Weinberg, an unmarried man to GreenStone Farm Credit Services, FLCA, dated January 19, 2017 and recorded January 20, 2017, in Document No. 2017-001887, Kalamazoo County Records. (Parcel 1)
- 22. Future Advance Mortgage executed by Todd Weinberg, aka Todd Harold Weinberg, a single man to GreenStone Farm Credit Services, ACA, dated April 20, 2018 and recorded April 25, 2018, in Document No. 2018-013600, Kalamazoo County Records. (Parcel 1)

23. Taxes: ID# 39-11-21-176-011 (Parcel 1)

2020 SEV: \$84,400.00 2020 Taxable: \$28,861.00

2020 Summer taxes are PAST DUE in the amount of 743.93, if paid by 12-31-20

2020 Summer (Base) Amount: \$715.59

2020 Winter Amount: \$236.64 Due and payable 12-1-20 Homestead: 100% School: Vicksburg (39170)

Special Assessments: None Found

Taxes paid through 2019

24. Taxes: ID# 39-11-21-426-018 (Parcel 2)

2020 SEV: \$89,200.00 2020 Taxable: \$78,010.00

2020 Summer taxes are PAST DUE in the amount of 2,010.89, if paid by 12-31-20

2020 Summer (Base) Amount: \$1,934.28

2020 Winter Amount: \$749.62 Due and payable 12-1-20 Homestead: 100% School: Vicksburg (39170)

Special Assessments: \$109.91 Big Marsh 1

Taxes paid through 2019

NOTE: Tax information reported above is limited to the date of the most current computer input information in the Treasurer's Office and not necessarily the effective date hereof. A check with the Treasurer's Office should be made to determine the exact amount of taxes due, if any.

NOTE: The homestead exemption status shown above is for information purposes only, the accuracy of which is neither guaranteed nor insured.



## **Exhibit A**

ALTA COMMITMENT

## **Property Description**

Situated in the Township of Pavilion, County of Kalamazoo, State of Michigan, and is described as follows:

Parcel 1: Commencing at the center one-quarter (C-1/4) post of Section 21, Town 3 South, Range 10 West; thence West along the East and West one-quarter (1/4) line 264 feet to the place of beginning; thence continuing West along the East and West one-quarter (1/4) line to the West one-eighth (1/8) line; thence North along the West one-eighth (1/8) line to the North one-eighth (1/8) line; thence East along the North one-eighth (1/8) line to a point 264 feet West of the North and South one-quarter (1/4) line of said Section 21; thence South, parallel to the North and South one-quarter (1/4) line 30 feet; thence East parallel to the East and West one-quarter (1/4) line 31 feet; thence South parallel to the North and South one-quarter (1/4) line 200 feet; thence West parallel to the East and West one-quarter (1/4) line 31 feet; thence South parallel to the North and South one-quarter (1/4) line to the place of beginning.

Tax ID# 3911-21-176-011

Parcel 2: Commencing at the South 1/4 post of Section 21, Township 3 South, Range 10 West; thence North 00° 19' 55" West along the North and South 1/4 line of said section, 1258.36 feet; thence North 89° 45' 35" East parallel with the South 1/8 line of said section, 253.00 feet for the place of beginning of the land hereinafter described; thence continuing North 89° 45' 35" East, 1202.67 feet; thence South 00° 23' 01" East, 475.31 feet; thence South 15° 04' 26" East, 500.79 feet; thence South 12° 36' 11" East, 123.25 feet; thence North 89° 44' 13" East parallel to the South line of said section, 141.80 feet to an intermediate traverse line along the West bank of the Big Marsh Drain; thence along said intermediate traverse line of one course; South 16° 26' 39" East, 31.24 feet; thence North 89° 44' 13" East parallel to the South line of said section, 143.94 feet; thence South 12° 36' 11" East, 151.50 feet to the South line of said section; thence South 89° 44' 13" West thereon, 1395.45 feet to a point North 89° 44' 13" East, 253.00 feet from the South 1/4 post of said section; thence North 00° 19' 55" West parallel with the North and South 1/4 line of said section, 1258.26 feet to the place of beginning. Intending to include the land between the intermediate traverse line and the centerline of the Big Marsh Drain.

Tax ID# 3911-21-426-018

## **COMMITMENT CONDITIONS**

## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse

claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is

not the Company's agent for the purpose of providing closing or settlement services.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.



**FACTS** 

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what wedo.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  • Social Security number and employment information  • Mortgage rates and payments and account balances  • Checking account information and wire transfer instructions  When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to <a href="www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)



Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<ul> <li>We collect your personal information, for example, when you:</li> <li>Give us your contact information or show your driver's license</li> <li>Show your government-issued ID or provide your mortgage information</li> <li>Make a wire transfer</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only:</li> <li>Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>Affiliates from using your information to markettoyou</li> <li>Sharing for non-affiliates to market toyou</li> <li>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</li> </ul>

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies  • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.  • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.  • Old Republic Title doesn't jointly market.

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

## URLER 884 PT 484

### EASEMENT

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The foregoing instru	ment was acknow	ledged before m	e this 21st da	y ofDecember	r 19 <u>71</u> .
by John T. Lu		ON DA DESCRIPTION			
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RETURN TO LAND & RIV DERT.
CONSUMER COME CO.
21: MICHIGAN
LACKSON, MICHIGAN

## LIBER 904 . PG. 312

## RIGHT OF WAY

Received	of the Michigan Bell	Telephone Company, a	Michigan, Corporatio	20 80	<b>₹</b> 800
one dollar (\$1.00)	fices are 1365 Cass A and other valuable co	onalderation, the reci	ilds as milculia		S NAME OF THE PERSON OF THE PE
DOROTHY	ed. In consideration of	HIS WIFE	RESPINE		9 3 S
PR#1	SEOTTS, MIC	MACAN	assigns lessess.		RANGE OF THE PROPERTY OF THE P
licensees and agen	ts an easement right inches of communications of the state of the stat	ations facilities con	lating of conduits.	S	77 B
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described as follo	wat.	cinazoo,	-: 3 (4) 01 mices 34	147	

SEC 21-3-10 SEA NWA EXC N 1000 FT E 233 FT THEREOF

Said system to be located within the easement described in width, parallel and A right of way easement one (1) rod adjacent to the highway known as centerline of centerline of of said easement is 29th street THIS GRANT is hereby declared to be binding upon the helra; successors, dessees, licensees WITHESS: STATE OF HICHIGAN COUNTY OF KALAMAZOU day of OLT OBEZ 1972, before me, the subscriber, a Notary Public in and for said County, personally appeared JOHN To E. LUTKE, to me known to be the person , named in and who executed the within instrumentias wendor and acknowledged that THEY executed the sa as THE . I free act and deed for the infents and surposes therein Nofery Wublic An Kent Co. Joseph Reynolds Acting in Kalamazoo Co.



RECEIVED

2017 AUG -9 AM 9: 09

COUNTY OF KALAMAZOO

2017-026712 08/09/2017 09:12:06 AM
Pages: 1 of 2
ROAFF
TODD WEINBERG
Timethy A Snow County Clerk/Register Kalamazoo County, MI

Michigan Department of Treasury -3676 (Rev. 05-17)	This form is issued under authority of P.A. 260 of 2000 and P.A. 378 of 2006. Filing is mandatury.
<b>Affidavit Attesting Qualified Agricultural Proper</b>	ty Shall Remain Qualified Agricultural Property
1. Street Address of Property	2. Name of County
NE GMET R Ave + 29th St	Nalama200
3. City/Township/Nilage Where Reaf Estate is Located	City 💢 Township 🗌 Village
4. Name of Property Owner(s) (Print or Type Legibly)  Tirell A. January	5. Property ID Number (from Tax Bill or Assessment Notice)
Legal Description (Legal description is required; attach additional sheets if necessary)	Percentage of this property that is, and will remain Qualified Agricultural Property     (Do Not Include Qualified Forest Program Property)
	100 %
8. Daytime Telephone Number 9. E-mail Address 9.	Partial transfer under MCL 211.27a(6)(K)? See Påge 2 Yes X No
CERTIFICATION & NOTARIZATION (Notarization necessary	ry 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 affidavi
currently is, and will remain, qualified agricultural property. Must be	igned by owner, partner, corporate officer, or a duly authorized agent.
Dated: 14 y 3 , 20 17 Signed (	all Harld Weinburg
Name (Printed o	rType) Teal Hardy Weinberg
Title	<u> </u>
Dated:, 20 Signed	
Name (Printed o	r Type)
Title	
STATE OF MICHIGAN )	
KALAMAZOO )ss.	_
COUNTY OF)	- 1111 1115
On this 31 day of Tuy 20 17, the above	rve-named person(s) <u>Toold throld Wolwbana</u> knowledged that the persons' execution of this affidavit was that
person's free act and deed and affirmed that the contents of this aff	davit are true to the best of that person's information, knowledge
and based wy	
KAREN SIEGWART	aren Steguent
TANK PUBLIC STATE OF MICHIGAN	
OBJETTY OF KALAMAZOO  PRINT/TYPE N  OTARY PUBL  PRINT/TYPE N  NOTARY PUBL  The Character of KALAWAZOO	
Acting in the County of KALAW 1/700 Acting in	ALAM ARON County
(NOTARY SEAL) , My commission	
Drafters Name Tall Wenden	едри 60,
Drafter's Address 7039 Fast 012 Ave Sc	otk Mi. 49088
RORLOCAL GOVERNMENT USE ONLY AFTER THE INST	
is the percentage stated above in number 7 the current percentage	of the property that is Qualified
Agricultural Property?	iesiid
If NO, what is the correct percentage of the property that is currently Qualif	
Assessor's Signature	Date

Non-Order Search Doc: MIKALA:2017 00026712 Requested By: p.magers, Printed: 12/4/2020 12:20 PM

100,000

### Special Message #1

2017 SUMMER TAXES: PAYABLE JULY 3 THRU SEPT 14, 2017. BEGINNING SEPT 15 THRU SEPT 30, 1% INTEREST WILL BE ADDED. AN ADDITIONAL 1%, PER MONTH, WILL BE ADDED ON THE 1ST OF EACH MONTH. ON 2-15-18, AN ADDITIONAL 3% PENALTY WILL BE ADDED. IF NOT PAID BY 2-28-2018, TAXES GO DELINQUENT TO THE KALAMAZOO COUNTY TREASURER. 201 W KALAMAZOO AVE, KALAMAZOO MI 49007

### Special Message #2

This tax is due by: 09/14/2017 AFTER 09/14/2017 ADDITIONAL INTEREST AND FEES APPLY Pay by mail to: PAVILION TOWNSHIP WWW.PAVILIONTOWNSHIP.COM

## Legal Description

Property Owner: STEPHENSON ROGER TRUST 7039 EAST OR AVE SCOTTS, MI 49088 Parcel #: 3911-21-426-018

Class: 101

School: 39170 VICKSBURG

Prop Addr: E R AVE

BANK NAME:

### \*\*\*Legal Description\*\*\*

SEC 21-3-10 COMM S 1/4 POST TH N 00DEG-19'-55" W ALG N 6 S 1/4 LI 1258.36 FT TH N 89DEG-45'-35" E PAR S 1/8 LI 253 FT TO POB TH CONT N 89DEG-45'-35" E 1202.67 FT TH S 00DEG-23'-01" E 475.31 FT TH S 15DEG-04'-26" E 500.79 FT TH S 12DEG-36'-11" E 123.25 FT TH N 89DEG-44'-13" E 141.80 FT TO TRAV LI ALG W BANK BIG MARSH DRAIN TH S 16DEG-26'-39" E THEREON 31.24 FT TH 5 89DEG -44'-13" W 143.94 FT TH S 12DEG-36'-11" E 151.5 FT TO S LI TH S 89DEG-44'-13" W THEREON 1395.45 FT TH N 00DEG-19'-55" W 1258.26 FT TO BEG\*\*\*PROPERTY LINE ADJUSTMENT 12/2016 FROM 3911-21-426-019 & 3911-21-426-

## \*BALANCE OF DESCRIPTION ON FILE\*

## OPERATING FISCAL YEARS

The following is provided for your information. This does not affect the amount of taxes or when the taxes are due.

County: Twn/Cty:

JAN 1 - DEC 31 APRIL 1 - MARCH 31

School: State:

JULY 1 - JUNE 30 OCT 1 - SEPT 30

Computation of Tax

Homestead %: Assessed Value: 84,400 Equalization Factor: 1.000000 State Equalized Value: 84,400 Capped Value: 76,773 Taxable Value: 76,773 (1 mill equals \$1.00 per 1,000)

Tax DESCRIPTION Rate AMOUNT KRESA ISD 6.40280 491.56 STATE EDUC TAX 6,00000 460.63 VICKSBURG OPT 18.00000 EXEMPT VICKSBURG DEBT 5.35000 410.73 VICKSBURG DEBT 2 1.50000 115.15COUNTY OPERATING 4.68100 359.37



Total Millage:

41.93380

1,837.44 Total Tax: Administration Fee: 18.37 TOTAL PAYMENT DUE: 1,855.81

TAXPAYER'S COFY (please retain this portion for your records)

2017-026712 08/09/2017 09:12:06 AM Pages: 2 of 2 TODD WEINBERG

County Clerk/Register Kalamazoo County, MI

Non-Order Search Doc: MIKALA:2017 00026712







Z006-05235/ Page: 1 of 4 12/06/2006 11:19A

## **EASEMENT FOR OVERHEAD ELECTRIC LINES**

Form 421 7-2005

Doc: MIKALA: 2006 00052357~26077

W.O.# 06539481 Tax Code: 395681

Parties: "Owner" is Roger Stephenson, a single man

Owner's address is 7134 S. 29<sup>th</sup> St., Scotts, MI 49088
Service address is 8817 S. 29<sup>th</sup> St., Scotts, MI 49088

"Consumers" is CONSUMERS ENERGY COMPANY, a Michigan corporation. Consumers' address is One Energy Plaza, Jackson, Michigan 49201.

<u>Grant of Easement</u>: For good and valuable consideration, Owner grants Consumers a permanent easement for an overhead electric line on, over, under, and across a portion of "Owner's Land," called the "Easement Area." Owner's Land is in the Township of <u>Pavilion</u>, County of <u>Kalamazoo</u>, and State of Michigan and is described in the attached Exhibit A. The Easement Area is within Owner's Land and is described in the attached Exhibit B.

<u>Purpose</u>: The purpose of the easement is to grant Consumers the right to enter Owner's Land to construct, operate, inspect, maintain, replace, improve, remove, and enlarge an overhead electric line on the Easement Area. The overhead electric line may consist of poles, anchors, guys, wires, cables (including fiber-optic cable), transformers, and other equipment for transmitting and distributing electrical energy and communications signals.

<u>Trees and Other Vegetation</u>: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation, whether inside or outside the Easement Area, that Consumers believes may interfere with the construction, operation, and maintenance of the electric line.

<u>Buildings/Structures</u>: Owner shall not locate any buildings or structures on the Easement Area and shall not raise the grade under the electric line. If Owner violates this provision, Owner shall reimburse Consumers for any expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating an electric line on Owner's Land, this easement shall automatically apply to such relocated line.

<u>Exercise of Easement</u>: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

<u>Successors</u>: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Po

Requested By: p.magers, Printed: 12/4/2020 11:39 AM

<u>Successors</u> : This easement shall bind and buccessors, lessees, licensees, and assigns.	penefit Owner's and Consumers' respective heirs,
Date: 10 206	Owner:  Again Stephenson  Roger Stephenson
The foregoing instrument was acknowledged before	
on /0-2-06 by Roger	Stephenson, a single man.  Print Owner's Name(s)
AHMAND NA. JAFFARE NIOTARY PUBLIC KALAMAZOO CO., NH NY COMMISSION EXPIRES MAY 21, 2007 ACTING IN COUNTY, NE	Ahmad M. Juffah Motary Public  Kolamazoo County, Michigan  Acting in Kolamazoo County  My Commission expires: Harch 21,01

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).

Prepared By: Laura E. Stensland Consumers Energy Company 2500 East Cork Street Kalamazoo, MI 49001 269-337-2290

After recording, return to: Nancy P Fisher, EP7-439 **Business Services** Consumers Energy Company One Energy Plaza Jackson, Mi 49201

Form 421 7-2005

Doc: MIKALA:2006 00052357~26077



## **EXHIBIT A**

## Owner's Land

THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 21, TOWN 03 SOUTH, RANGE 10 WEST, PAVILION TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN EXCEPT THE EAST 330 FEET THEREOF.

KNOWN AS PARCEL # 3911-21-426-011

## EXHIBIT B

## Easement Area

20

A 30-foot wide strip of land, the approximate location shown on the attached print, being 15 feet on each side of the centerline of electric line, as constructed on Owners Land.

Form 421 7-2005

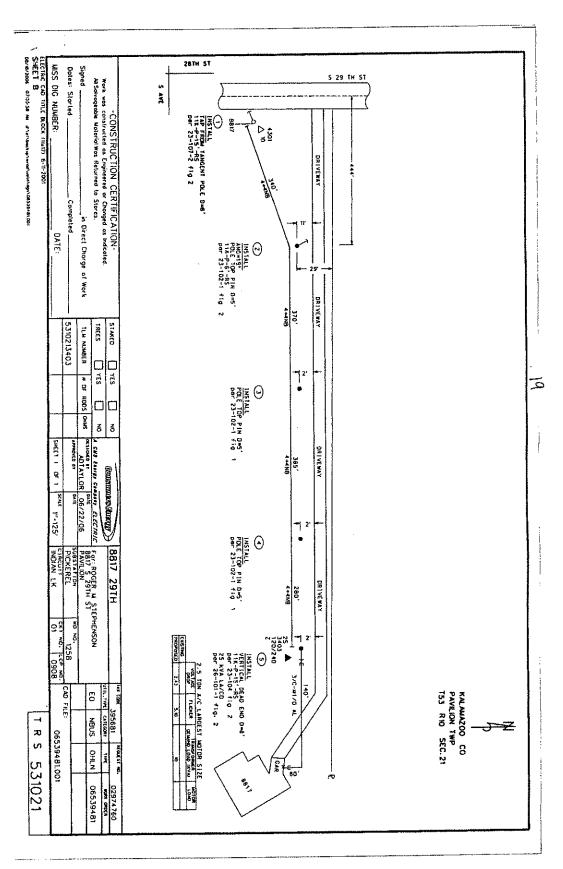


ESM-Kalamazoo RO

2005-052357 Page. 3 of 4 12/06/2005 11:10

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Page 3 of 4 Requested By: p.magers, Printed: 12/4/2020 11:39 AM





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76 RECEIVED

2018 OCT -2 PH 2: 53

COUNTY OF KALAMAZOO

2018-031168 10/02/2018 03:29:26 PM
OGLESTERN LAND SERVICES INC
LESTERN SHOW SOUTH CLERK REGISTER KALARAZOO COUNTY. MI

## OIL AND GAS LEASE (PAID UP)

Savoy Lead SW WLS93527

Ludington, MI 49431, hereinafter called Lessee.  1. Lessor, for and in consideration of a payment to be made pursuant to an Order for Payment, the receipt and adequacy of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, using methods and techniques which are not restricted to current technology, together with all rights, privileges and easements useful or
SCOTTS MI 49088  hereinafter called Lessor (whether one or more), and Western Land Services, Inc. of 1100 Conrad Industrial Drive, Ludington, Mi 49431, hereinafter called Lessee.  1. Lessor, for and in consideration of a payment to be made pursuant to an Order for Payment, the receipt and adequacy of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, using methods and techniques which are not restricted to current technology, together with all rights, privileges and easements useful or
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convenient for Lessee in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil and/or gas produced from said land and other lands and units, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and to construct tanks, power and communication lines, pump and power stations, and other structures and facilities, and for enhanced production and recovery operations on said land and other lands. The rights of Lessee to transport by pipelines or otherwise across and through said land oil and/or gas from other lands and units, regardless of the source of such oil and/or gas or the location of the wells, shall survive the term of this lease for so long as the transportation of such oil and/or gas continues after the term of this lease. Said land is in the County of KALAMAZOO, State of MICHIGAN, and is described as follows:
Town 3 SOUTH, Range 10 WEST, PAVILION Township, KALAMAZOO County, State of MICHIGAN.
Description: . See Exhibit A: For Legal Description See Exhibit B: For Additional Provisions
68.74  containing 58.74 acres, more or less, and all lands and interests therein continuous or appurtenant to the land specifically

containing \$8/\A} acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above that are owned or claimed by Lessor, or to which Lessor has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well), helium, nitrogen, carbon dioxide and other gases.

2. It is agreed that this lease shall remain in force for a primary term of (3) Three years from the date of this lease, and as long thereafter as operations are conducted upon said land or on lands pooled or unitized therewith with no cessation for more than 90 consecutive days, or for as long as extended by other provisions herein; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on said land, or on lands pooled or unitized therewith, has permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: permitting, preparing location for drilling, drilling, testing, dewatering, stimulating, fracturing, completing, treating byproducts, injecting and cycling gas, water or other fluids to enhance production, equipping, 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 whether or not in paying quantities.

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- 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; (b) To pay Lessor on gas produced from said land (1) when sold by Lessee, cone-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 numbered 7 of this lease, one-eighth of the net market value at the wellhead of the gas so used. As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale, and the term "net market value at the wellhead" shall mean the current market value (at the time of production) of the gas at a market point where gas produced in the general area is commonly purchased and sold, minus the post-production costs that would be incurred by Lessee between the wellhead and such market point in order to realize that market value. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monles payable to Lessor hereunder.
- 4. If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land or on lands pooled or unitized with all or part of said land, 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, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said land or on land pooled or unitized therewith, but Lessee does not covenant or agree to reinject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If all wells on said land, or on lands pooled or unitized with all or part of said land, are shut in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut in, Lessee shall be obligated to pay or tender, as royally, to Lessor, or to Lessor's credit in the Bank, at

or its successors, as Lessor's agent, which shall continue as the depository regardless of changes in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however that if production from a well or wells located on said land or on lands pooled or unitized therewith 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 solely by reason of the shut-in well(s), Lessee shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, or said bank, within 60 days of the expiration of the annual period shall be deemed sufficient payment as herein provided.

5. If Lessor considers that Lessee has not complied with all its obligations hereunder, both express and

- 5. If Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee specifically describing Lessee's non-compliance. Lessee shall have 90 days from receipt of such notice to commence, and shall thereafter pursue with reasonable diligence, such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any acts by Lessee in response thereto shall be deemed an admission or create a presumption that Lessee has failed to perform all its obligations hereunder. No judicial action may be commenced by Lessor for forfeiture of this lease or for damages until after said 90 day period. Lessee shall be given a reasonable opportunity after a final court determination to prevent forfeiture by discharging its express or implied obligation as established by the court. If this lease is canceled for any cause, it shall, nevertheless remain in force and effect as to (a) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by Lessee in such shape as then existing spacing rules permit and (b) any part of said land included in a pooled or unitized unit on which there are operations. Lessee shall also have such easements on said land as are necessary or convenient for operations on the acreage so retained.
- 6. If this lease covers less than the entire undivided interest in the oil and gas in said land (whether Lessor's interest is herein specified or not), then the royalties, shut-in royalties and any extension payment pursuant to Paragraph numbered 15 below shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.
- 7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer then 200 feet from the house or barn now on said land without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.
- draw and remove casing and any other downhole equipment and fixtures.

  8. Lessee is hereby granted the rights to poot or unitize said land, or any part of said land, with other lands, whether contiguous or not contiguous, leased or not leased, or owned or leased by Lessee or by others, as to any or all minerals or horizons, to establish drilling or production unit(s) for well(s) located on said land or on other lands included in the unit. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. Lessee may, but shall not be required to, drill more than one well in each unit. Lessee may create, amend, enlarge, reduce, reform, include after-acquired leases and interests, or otherwise modify such unit(s), at any time and from time to time, whether before or after production is obtained, and in the absence of a well capable of producing oil and/or gas thereon may terminate a unit, by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Operations conducted on any part of the lands pooled or unitized shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit bears to the total number of surface acres in the unit

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- 9. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.
- 10. If Lessee is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: conflict with federal, state or local laws, rules, regulations and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee; clearance of title; equipment failures; and inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 90 days after the end of the period of suspension.

  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 and provisions of this lease shall extend to such party's heirs, devisees, legal
- 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 and provisions of this lease shall extend to such party's heirs, devisees, legal representatives, successors or assigns. Notwithstanding any other actual or constructive knowledge of Lessee, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on Lessee until 45 days after Lessee has received, by certified mail, written notice of such change and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.
- 12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may at any time pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said land, either before or after maturity and be subrogated to the rights of the holder thereof, and that Lessee shall be entitled to reimbursement out of any royalty or other monies payable to Lessor hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
- 13. Lessee may at any time surrender this lease as to all or any part of said land, or as to any depths or formations therein, by delivering or mailing a release to Lessor if the lease is not recorded or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.
- 14. All written notices permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by date, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.
- 15. This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of (2) Tw() years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$ 300 per per acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor in the same manner as provided in Paragraph numbered 4 hereof with regard to the payment of shut-in royalties. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire on the first to occur of the following: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph numbered 2 above.

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Executed as of the day and year first above written.

		LESSOR:  Trall H-W grilm  TODD H. WEINBERG
STATE OF MICHIGAN		
	SS (Ackno	inowledgment For Individual)
	, before me p who executed	e personally appeared TODD H. WEINBERG, a single manual the foregoing instrument, and who acknowledged to me JOHN M. ARNTZ, Notary Public
My Commission Expires: <u>5-27-2021</u>		In and for LEELANAU County, State of MI.  Acting in KALAMAZOO County, State of MI.
STATE OF  COUNTY OF  On this day of, of the		nowledgment For Corporation)  personally corporation that executed the within
instrument, and acknowledge to me that such corpo	oration execu	cuted the same.
My Commission Expires:		, Notary Public In and for County, State of <u>Ml</u> . Acting in County, State of <u>Ml</u> .
RETURN RECORDED COPY TO: Western Land Services, Inc., 1100 Conrad Indust	rial Drive, Luc	Ludington MI 49431
This instrument prepared by: John Arntz of 1100 Co		
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## **EXHIBIT "A"**

THIS AGREEMENT is made and entered into this 6 day of Jone, 2018 by TODD H. WEINBERG, a single man, (Lessor) and Western Land Services, Inc., 1100 Conrad Industrial Drive, Ludington, Michigan 49431 (Lessee).

Notwithstanding anything to the contrary in the Oil and Gas Lease to which this Exhibit "A" is attached and made part, the provisions of this Exhibit "A" shall prevail wherever in conflict with the provisions of the Oil and Gas Lease.

<u>Township 3 South-Range 10 West, Pavilion Township, Kalamazoo County, Michigan Section 21:</u>

"The South N.T. of the South Netro A.A. Bergog 21/Vool 1 Elicht. Rabbe ND/Vieto. Peyilion/Voorbig. Kairmarooy Codds / Whitheld.

Commencing at the South 1/4 post of Section 21, Town 3 South, Range 10 West, Pavilion Township, Kalamazoo County, Michigan; thence North 00°19′55" West along the North and South 1/4 line of said section, 1258.36 feet; thence North 89°45′35" East parallel with the South 1/8 line of said section, 253.00 feet for the place of beginning of the land hereinafter described; thence continuing North 89°45′35" East, 1202.67 feet; thence South 00°23′01" East, 475.31 feet; thence South 15°04′26" East, 500.79 feet; thence South 12°36′11" East, 123.25 feet; thence North 89°44′13" East parallel to the South line of said section, 141.80 feet to an intermediate traverse line along the West Bank of the Big Marsh Drain; thence along said intermediate traverse line of one course; South 16°26′39" East, 31.24 feet; thence. North 89°44′13" East parallel to the South line of said section, 143.94 feet; thence South 12°36′11" East, 151.50 feet to the South line of said section; thence South 89° 44′13" West thereon, 1395.45 feet to a point North 89°44′13" East, 253.00 feet from the South 1/4 post of said section; thence North 00°19′55" West parallel with the North and South1/4 line of said section, 1258;26 feet to the place of beginning. Intending to include the land between the intermediate traverse line and the center line of the Big Marsh Drain. Tax ID 11-21-426-018

Commencing at the center One-Quarter (C-1/4) post of Section 21, Town 3 South Range 10 West, thence West along the East and West One-Quarter (1/4) line 264 feet to the place of beginning; thence continuing West along the East and West. 1/4 line to the West 1/8th line; thence North along the West 1/8th line to the North 1/8th line; 'thence East along the North 1/8th line to a point 264 feet West of the North and South 1/4 line of said Section 21; thence South, parallel to the North and South 1/4 line 300 feet; thence East parallel to the East and West 1/4 line 31 feet; thence South parallel to the North and South 1/4 line 200 feet; thence West parallel to the East and West 1/4 line 31 feet; thence South parallel to the North and South 1/4 line 1/4 line 1/4 line to the place of beginning. Tax ID 11-21-176-011

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### EXHIBIT "B"

This Exhibit 'B' is attached to and made a part thereof that certain <u>Oil and Gas Lease</u> dated the <u>6</u> day of \_\_\_\_\_\_\_, 2018, by and between <u>TODD H. WEINBERG</u>, a single man of <u>7039 EAST OR AVE, SCOTTS, MI 49088</u>, as Lessor (whether one or more) and <u>Western Land Services, Inc.</u>, of <u>1100 Conrad Industrial Drive, Ludington, Michigan 49431</u>.

Notwithstanding anything to the contrary in the Oil and Gas Lease to which this Exhibit "B" is attached and made part of the provisions of this Exhibit "B" shall prevail wherever in conflict with the provisions of the Oil and Gas Lease.

- ROYALTY CLAUSE Lessor's royalty interest shall be one-sixth (1/6<sup>th</sup>) rather than the stated one-eighth
  (1/8<sup>th</sup>), and wherever the fraction one-eighth (1/8<sup>th</sup>) appears in this instrument, it shall be replaced by one-sixth
  (1/6<sup>th</sup>).
- 2. INDEMNIFICATION Lessee shall conduct its obligations on said land in compliance with all applicable federal, state, and local laws and regulations, including without limitation laws and regulations related to environmental protection, Lessee hereby agrees to defend, indemnify, and hold harmless Lessor fully and completely, against any demands, losses, claims, liabilities, damages (including special or consequent damages), costs, fines, penalties and expenses (including without limitation attorney's fees) whatsoever and however related directly or indirectly, the failure of Lessee to conduct its operations on said land in compliance with any and all applicable laws and regulations as provided in the preceding sentence.
- 3. PRUDENT OPERATOR Lessee's activities hereunder shall be conducted in a manner expected of a prudent operator. Lessee shall endeavor to limit the area of land to be affected by its activities to the minimum area reasonably necessary in which to conduct its operations and shall endeavor to avoid as far as practical all land areas currently farmed by the Lessor.
- 4. CONSULTATION WITH LESSOR Lessee and Lessor agree that any access roads, well sites, or pipelines to be constructed under the terms of this lease shall be done in consultation with the Lessor, provided however, the Lessor shall not attempt to prohibit said construction or make unreasonable requests of the Lessee. Further, Lessee agrees that all access roads shall avoid as far as practical the tillable acreage and utilize the extreme southerly and easterly portions of the property if possible.
- MUTUAL CONSENT Lessee agrees that no well site shall occur within the radius of the existing pivot irrigation system without express written permission of the Lessor.
- ACCESS ROADS It is agreed that all access roads constructed by Lessee on said property will be gated and landowner will be provided with a key.
- TOP SOIL PRESERVATION Lessee agrees that it will strip and stockpile the topsoil in all areas of said lands disturbed by its activities and will return the top soil to the lands disturbed by its activities at the conclusion of its operations.
- 8. DAMAGES Lessee shall pay for damages caused, or losses suffered by Lessor or Lessor's tenants and assigns, caused by the operations, acts or omissions of Lessee, its agents, employees or contractors on said land. Lessee shall pay actual damages to Lessor for any damage done to crops, pastureland, timber, fences, roads, culverts or other improvements, located on the leased premises that directly arise from operations conducted by Lessee. Damages resulting from drill site construction shall be paid upon completion of a producing well or abandonment of a dry hole.
- AQUIFER PROTECTION In the event Lessee damages or depletes the aquifer which services Lessor's
  house and/or farming operations, Lessee shall pay the reasonable cost of drilling and replacing any such
  wells with an equal number of new wells.
- 10. SITE MAINTENANCE In the event an oil and or gas well is successful and brought to completion, Lessee agrees to maintain well site and equipment installations in good visual condition at its sole cost and expense.

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- 11. SITE RECLAMATION As soon as reasonably practical following completion of its operations, Lessee shall reclaim the affected lands, as nearly as practical, to the condition of such lands as existed immediately prior to Lessee's activities thereon. Lessee agrees, weather permitting, to repair those areas damaged as a direct result of Lessee's operations hereunder to the fullest practical extent, including the filling and leveling of all holes, pits, ruts, roads or excavations.
- 12. CONSTRUCTION LIMITATIONS Lessee agrees that it will not use Lessor's land to construct, establish, or operate a central processing facility, collective tank farm, nor any other collective equipment installations to treat or store hydrocarbons obtained from wells not located on the subject premises or wells not pooled with the subject premises, excepting only pipelines and pipeline equipment as may be necessary for the prudent and cost effective development of hydrocarbons in the general area.
- 13. SUBSURFACE STORAGE LIMITATIONS Lessee agrees that it will not use any portion or strata of the subject premises to inject gas or liquids for storage without the express written consent of Lessor.
- 14. DEVELOPMENT LIMITATIONS This lease shall not be interpreted to grant Lessee the right to develop, mine, quarry, produce or sell sand, gravel, limestone, sandstone, building stone, aggregate or other hard rock mineral products from said lands. Lessee shall engage in no other activity on the leased premises except that directly related to the drilling and production of hydrocarbons through the well bore.

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COLVERNE GAS & OIL CORPORATION
Timothy A. Snow County Clerk/Register Kalamazoe County, HI

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COUNTY OF KALAMAZOO

## ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT WESTERN LAND SERVICES, INC., a Michigan Corporation, 1100 Conrad Industrial Drive, Ludington, Michigan 49431-2679, hereinafter designated "ASSIGNOR", for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to Assignor in hand paid, the receipt of which is hereby acknowledged, hereby does sell, transfer, set over, and convey unto WGO Energy of Michigan, LLC, a Michigan limited liability company, of One Riverfront Plaza, 55 Campau N.W., Grand Rapids, Mi 49503-2616 hereinafter designate "ASSIGNEE", the Oil and Gas Leases set out in Exhibit "A" attached hereto, with said leases being recorded in the Register of Deeds Office, located in Kalamazoo County, State of Michigan together with the rights incident thereto, the personal property thereon, appurtenant thereto or used or obtained in connection with said Oil and Gas Lease.

WITNESSES:		WESTERN LAND SERVICES, INC.	
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STATE OF MICHIGAN	)	ACKNOWLEDGMENT	
COUNTY OF MASON	) SS )		

On this 14th day of August, 2019 before me the undersigned a Notary Public in and for said State and County, personally appeared Shawn Fields, President of Western Land Services, Inc. to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

My Commission Expires: 4/30/2021

Carol Stakenas Notary Public for Mason County, Michigan

CAROL STAKEHAS

Notery Public, State of Michigan
County of Mason
My Commission Expires 04-30-2021
Acting in the County of Mason

This instrument prepared by Carol Stakenas of 1100 Conrad Industrial Drive, Ludington, MI 49431-2679 RETURN RECORDED COPY TO: Western Land Services, Inc., of 1100 Conrad Industrial Drive, Ludington, Michigan 49431

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		stesten Land Services IIIC	01070711	77 AAG CC	Fall ME NAV	Naiamazoo	6.67	2018-023133
Lerry E & Judith H				3S 9W 22	Part NE NW	Kaiamazoo	6.67	2018-023133
Larry E & Judith H				3S 9W 22	Part E/2 NW	Kalamazoo	6.66	2018-023133
Loretta Lynn A		-	Ì	35 9W 15	WI4 SW SW	Kalamazoo	ō	2018-023134
				3S 9W 26	WZ NE	r Kalamazoo	8	2018-029139
Richard & Janel			***************************************	3S 9W 22	Part N/2 NW NW	Kalamazoo	5.03	2018-029140
Kevin & Linda				3S 10W 25	Part N/2 SW SW	Kalamazoo	6.89	2018-029129
an Robert		Western Land Services Inc		3S 9W 12	Part NW SW	Kalamazoo	ö	2018-029136
)	į	i		36 MON 36	Part SW SW	:- Kelamazoo	25.	2018-031176
Robert J /				4S 10W 2	Par NE NE	Казаптагоо	7.1	2018-029884
Michael A & Barbara L F		1	;	45 10W 2	Part S/2 NE	Kalamazoo	38,41	2018-029889
Todd H		Western Land Services Inc	6/6/2018	3S 10W 21	Part S2 SE	Kalamazoo	36.6	2018-031168
Todd H	ASM	Western Land Services Inc		3S 10W 21	Part SE NW	Kalamazoo	22.14	2018-031168
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		& Judith H H&W & Janel H&W & Linda H&W & Linda H&W & Linda H&W & Linda H&W & ASM & ASM ASM ASM ASM ASM ASM ASM ASM	Lynn ASW Western Land Services Inc  Linda H&W Western Land Services Inc  Linda H&W Western Land Services Inc  ASM Western Land Services Inc  Western Land Services Inc  ASM Western Land Services Inc  Western Land Services Inc  ASM Western Land Services Inc  Western Land Services Inc  Western Land Services Inc	& Judith H         H&W         Western Land Services Inc         4/25/2018           & Judith H         H&W         Western Land Services Inc         4/25/2018           Lynn         ASW         Western Land Services Inc         4/17/2018           Western Land Services Inc         4/23/2018         4/23/2018           Linda         H&W         Western Land Services Inc         4/23/2018           Linda         H&W         Western Land Services Inc         5/30/2018           Linda         ASM         Western Land Services Inc         5/30/2018           Linda         ASM         Western Land Services Inc         5/30/2018           Linda         ASM         Western Land Services Inc         6/6/2018           Linda         ASM         Western Land Services Inc         6/6/2018	& Judith H         H&W         Western Land Services Inc         4/25/2018         35 9W           Lynn         ASW         Western Land Services Inc         4/25/2018         35 9W           Lynn         ASW         Western Land Services Inc         4/25/2018         35 9W           d & Janet         H&W         Western Land Services Inc         4/25/2018         35 9W           & Linda         H&W         Western Land Services Inc         4/25/2018         35 9W           & Linda         H&W         Western Land Services Inc         5/30/2018         35 10W           & Linda         H&W         Western Land Services Inc         5/30/2018         35 10W           & Linda         H&W         Western Land Services Inc         5/30/2018         35 10W           & Linda         H&W         Western Land Services Inc         6/6/2018         35 10W           & A SM         Western Land Services Inc         6/6/2018         45 10W           & A SM         Western Land Services Inc         6/6/2018         35 10W           & A SM         Western Land Services Inc         6/6/2018         35 10W           & A SM         Western Land Services Inc         6/6/2018         35 10W	8. Audith H         H&W         Western Land Services Inc         4/25/2018         35 9W         22         Part NE NW           8. Judith H         H&W         Western Land Services Inc         4/25/2018         35 9W         22         Part E/Z NW           8. Ludith H         H&W         Western Land Services Inc         4/25/2018         35 9W         25         Part N/Z NW           4. Linda         H&W         Western Land Services Inc         4/25/2018         35 9W         26         W/Z NE           8. Linda         H&W         Western Land Services Inc         4/25/2018         35 9W         26         W/Z NE           8. Linda         H&W         Western Land Services Inc         5/20/2018         35 10W         25         Part N/Z SW SW           8. Linda         H&W         Western Land Services Inc         5/20/2018         35 10W         25         Part N/Z SW SW           8. Linda         H&W         Western Land Services Inc         5/20/2018         35 10W         25         Part N/Z SW SW           9. Linda         ASM         Western Land Services Inc         5/20/2018         35 10W         25         Part N/Z SW SW           9. Linda         ASM         Western Land Services Inc         5/20/2018         35 10W	8. Audith H         H&W         Western Land Services Inc         4/25/2018         35 SW         22         Part NE NW           8. Judith H         H&W         Western Land Services Inc         4/25/2018         35 SW         22         Part E/Z NW           8. Ludith H         H&W         Western Land Services Inc         4/25/2018         35 SW         25         Part N/Z NW           4. Larnet         H&W         Western Land Services Inc         4/25/2018         35 SW         26         W/Z NE           8. Linda         H&W         Western Land Services Inc         4/25/2018         35 SW         26         W/Z NE           8. Linda         H&W         Western Land Services Inc         5/20/2018         35 10W         25         Part N/Z SW SW           8. Linda         H&W         Western Land Services Inc         5/20/2018         35 10W         25         Part N/Z SW SW           8. Linda         H&W         Western Land Services Inc         5/20/2018         35 10W         25         Part N/Z SW SW           9. Robert         ASM         Western Land Services Inc         6/6/2018         35 10W         27         Part N/Z SW SW           1. J         ASM         Western Land Services Inc         6/6/2018         45 10W	8. Licklith H         H&W         Western Land Services inc         425/2018         35 SW         22         Part NE NW         Kalamazzo           1. Lynn         ASW         Western Land Services inc         41772018         35 SW         22         Part EZ NW         Kalamazzo           4. A. Janet         H&W         Western Land Services inc         4272018         35 SW         25         W/4 SW SW         Kalamazzo           8. Linda         H&W         Western Land Services inc         4272018         35 SW         25         W/2 NE         Kalamazzo           8. Linda         H&W         Western Land Services inc         4272018         35 SW         25         Part NZ SW SW         Kalamazzo           8. Linda         H&W         Western Land Services inc         57002018         35 SW         25         Part NZ SW SW         Kalamazzo           1. J         AAM         Western Land Services inc         57002018         35 SW         25         Part SW SW         Kalamazzo           1. J         AAM         Western Land Services inc         57002018         35 SW         25         Part SW SW         Kalamazzo           1. J         AAM         Western Land Services inc         6602018         45 SW         2         Part SW S

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COUNTY OF KALAMAZOO

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LEGS INC
Tinotty 6. Sour County Clerk/Register Kalemazoo County, MT

RATIFICATION OF LEASE Sawby Lead SW WLS93527R1

COUNTY OF Kalamazoo )

WHEREAS, Western Land Services, Inc. , herein called "Lessee", is the owner and holder of the following described oil and gas lease:

Lease dated June 6, 2018, between Todd H. Weinberg, a single man, as lessor, and Western Land Services, Inc. of 1100 Conrad Industrial Drive Ludington, MI 49431-2679, as lessee, recorded in Volume ..., Page ..., of the Register of Deeds Records of Kalamazoo County, State of Michigan, covering 68.14 acres of land, more or less, situated in said County, as described and/or referred to in such lease, to wit:

\* 2018-031168

Ratification only covers parcel described as:

Township 3 South-Range 10 West, Pavilion Township, Kalamazoo County, Michigan

Section 21:

Commencing at the S ¼ post of said section; thence N 00° 19' 55" W along the N and S ¼ line of said section 1,258.36 feet; thence N 89° 45' 35" E parallel with the S 1/8 line of said section 253 feet for the POB of the land hereinafter described; thence continuing N 89° 45' 35" E 1,202.67 feet; thence S 00° 23' 01" E 475.31 feet; thence S 15° 04' 26" E 500.79 feet; thence S 12° 36' 11" E 123.25 feet; thence N 89° 44' 13" E parallel to the S line of said section 141.80 feet to an intermediate traverse line along the W Bank of Big Marsh Drain; thence along said intermediate traverse line of one course S 16' 26" 39" E 31.24 feet; thence N 89° 44' 13" E parallel to the S line of said section 143.94 feet; thence S 12° 36' 11" E 151.50 feet to the S line of said section; thence S 89° 44' 13" W thereon 1,395.45 feet to a point N 89° 44' 13" E 253 feet from the S ¼ post of said section; thence N 00° 19' 55" W parallel with the N and S ¼ line of said section 1,258.26 feet to the POB. Intending to include the land between the intermediate traverse line and the center line of Big Marsh Drain.

Property Tax #: 11-21-426-018

which lease, as ratified, amended, and/or supplemented heretofore, is referred to herein as "said lease". This ratification also covers and includes all other land, if any covered by said lease (whether or not described above).

THEREFORE, for valuable consideration paid to the undersigned by Lessee, receipts of which is hereby acknowledged, the undersigned hereby ratify, adopt, and confirm said lease and hereby grant, lease and let to lessee, his or its heirs, successors and assigns the land covered by said lease, upon but subject to the terms and conditions set out in said lease.

EXECUTED this 27 day  O Class Way  Roger M. Stephenson, Truste	lephenson		
STATE OF Michigan	) SS	ACKNOWLEDGEMENT	
COUNTY OF Kalamazoo	)		
The foregoing instrument wa Trustee, of the Roger M	s acknowledged before m . Stephenson and Ch	ne this <u>27</u> day of <u>September</u> , 2018, by <u>Roger M. Stept</u> pristing A. Stephenson Revocable Living Trust Agreement	ensor
10/16/2003 whose address is	8817 South 29th Stree	t, Scotts Mi 49088.	
My Commission Expires:	T-27- 202(	John M. Hratz Notary P For Leelanau County, State of M I Aciding in Kalana teo County, State of m I	

Instrument prepared by: <u>Carol Stakenas</u> Western Land Services, Inc., 1100 Conrad Industrial Drive, Ludington, MI 49431-2679 Return Recorded Copy To: Western Land Services, Inc., 1100 Conrad Industrial Drive, Ludington, MI 49431-2679

Ratification of Lease 012307 315

Non-Order Search Doc: MIKALA:2018 00034454