

Cover page for:

Preliminary Title Insurance Schedules **(with copies of recorded exception documents)**

Preliminary title insurance schedules prepared by:

Cass County Title Office, Inc.

(File Number: 1447488)

Auction Tracts 1 & 4 **(Cass County, Michigan)**

For July 13, 2026 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Community Mills, Inc.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: CASS COUNTY TITLE OFFICE, INC.

Issuing Office: 120 WEST MAIN ST; P.O. BOX 187

MARCELLUS, MI 49067

Issuing Office's ALTA® Registry ID: 1015501

Loan ID Number:

Commitment Number: 1447488

Issuing Office File Number: 1447488

Property Address: 611 South O Keefe Street, Cassopolis, MI 49031

Revision Number:

SCHEDULE A COMMITMENT

1. Commitment Date: June 26, 2026 at 08:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Homeowner's Policy

Proposed Insured:	TBD
Proposed Amount of Insurance:	\$TBD
The estate or interest to be insured:	Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Community Mills, Inc., a Michigan Corporation
5. The Land is described as follows: *See Exhibit A attached hereto and made a part hereof.*

CASS COUNTY TITLE OFFICE, INC.

120 WEST MAIN ST; P.O. BOX 187, MARCELLUS, MI 49067

Telephone: (269) 646-5511

Countersigned by:



CASS COUNTY TITLE OFFICE, INC., License # 0020102

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ORT Form 4757MI A

Alternate Schedule A for Michigan – ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

SCHEDULE B I

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.
3. 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. 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.
8. Buyer's Affidavit, if applicable.
9. Owner's Affidavit and Indemnity.
10. Satisfaction and release of the mortgage executed by Community Mills, Inc., a Michigan Corporation to GreenStone Farm Credit Services, FLCA, in the original principal amount of {loan amount}, dated October 20, 2017, and recorded October 30, 2017, as [Liber 1130, Page 2049](#).
11. Satisfaction and release of the mortgage executed by Community Mills, Inc., a Michigan Corporation to GreenStone Farm Credit Services, ACA, in the original principal amount of {loan amount}, dated October 20, 2017, and recorded October 30, 2017, as [Liber 1130, Page 2059](#).
12. In regards to Community Mills, Inc., a Michigan Corporation, the insurer must be furnished the following: 1. Certified copy of the Articles of Incorporation; 2. Certified copy of the proper corporate resolution(s) authorizing the sale/mortgaging of the land, and directing the proper officers to execute the proposed transaction on behalf of said corporation; 3. Certificate of Good Standing, or Certificate of Existence from the Secretary of State of Michigan, attesting to the current good standing.
13. Record proper conveyance executed by COMMUNITY MILLS, INC. to TBD.
14. 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.

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SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Facts which would be disclosed by a comprehensive survey of the premises.
2. Rights or claims of parties in possession.
3. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice appears of record.
4. 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.
5. 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.)
6. 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.
7. 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.
8. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
9. Rights of tenants in possession as tenants only under unrecorded leases.
10. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
11. Reservations made by the State of Michigan as evidenced in instrument recorded in Liber 712, Page 920. [Liber 712, Page 920](#)
12. Absent common ownership of Parcel(s) 14-041-136-050-00 or 14-041-136-109-01, Parcel 14-041-136-096-00 lacks a legal right of access.
13. Terms and conditions of an easement granted to Michigan Gas & Electric Company as recorded in [Liber 14, Page 190](#).
14. Terms and conditions of an easement granted to Indiana & Michigan Electric Company as recorded in [Liber 17, Page 49](#).
15. Terms and conditions of an easement granted to Indiana & Michigan Electric Company as recorded in [Liber 212, Page 583](#).
16. Terms and conditions of an easement granted to Village of Cassopolis as recorded in [Liber 284, Page 1181](#).
17. Terms and conditions contained in a Right of Way, granted to Michigan Gas and Electric Company, recorded in [Liber 299, Page 674](#).
18. Terms, conditions, and provisions of the Memorandum of License and Agreement recorded in [Liber 404, Page 1259](#).

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19. Terms, conditions, and provisions of the Memorandum of License and Agreement recorded in [Liber 404, Page 1262](#) .
20. Terms and conditions of an easement granted to Village of Cassopolis as recorded in [Liber 407, Page 533](#) .
21. Terms, conditions, and provisions of the Assignment of Gas Easement Rights recorded in [Liber 472, Page 895](#) .
22. Terms, conditions, and provisions of the Memorandum of Lease recorded in [Liber 507, Page 1219](#) .
23. Terms, conditions, and provisions of the Memorandum of Right-of-Way Occupancy Agreement recorded in [Liber 519, Page 1135](#) .
24. Terms and conditions as evidenced in instrument recorded in Liber 625, Page 149.
25. Terms, conditions, and provisions of the Assignment and Assumption recorded in [Liber 626, Page 551](#) .
26. Terms, conditions, and provisions of the Assignment and Assumption recorded in [Liber 626, Page 553](#) .
27. Terms, conditions, and provisions of the Memorandum of License and Agreement recorded in [Liber 626, Page 554](#) .
28. Terms, conditions, and provisions of the Assignment and Assumption recorded in [Liber 626, Page 557](#) .
29. Terms and conditions of an easement granted to Sprint Communications Company L.P. as recorded in [Liber 1060, Page 2481](#) .
30. Terms and conditions of an easement granted to Indiana Michigan Power Company as recorded in [Liber 1099, Page 1965](#) .
31. Terms and conditions of an easement granted to Indiana Michigan Power Company as recorded in [Liber 1216, Page 510](#) .
32. Terms and conditions of an easement granted to Indiana Michigan Power Company as recorded in [Liber 1216, Page 517](#) .
33. Taxes: ID# 14-041-136-100-00
2025 SEV: \$3,800.00 2025 Taxable: \$2,989.00
2025 Village Amount: \$49.89 Paid
2025 Summer Amount: \$31.72 Paid
2025 Winter Amount: \$96.37 Paid
Non-Homestead School: Cassopolis (10)
Special Assessments: Not examined
Water/Sewer: Not examined
Taxes paid through Winter 2025
34. Taxes: ID# 14-041-136-101-00
2025 SEV: \$2,500.00 2025 Taxable: \$1,958.00
2025 Village Amount: \$32.68 Paid
2025 Summer Amount: \$20.77 Paid
2025 Winter Amount: \$63.11 Paid
Non-Homestead School: Cassopolis (10)
Special Assessments: Not Examined
Water/Sewer: Not examined
Taxes paid through Winter 2025
35. Taxes: ID# 14-041-136-102-00
2025 SEV: \$800.00 2025 Taxable: \$618.00
2025 Village Amount: \$10.31 Paid
2025 Summer Amount: \$6.54 Paid
2025 Winter Amount: \$19.89 Paid
Non-Homestead School: Cassopolis (10)
Special Assessments: Not Examined
Water/Sewer: Not examined
Taxes paid through Winter 2025

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- 36. Taxes: ID# 14-041-136-103-00**
2025 SEV: \$347,600.00 2025 Taxable: \$306,825.00
2025 Village Amount: \$5,122.52 Paid
2025 Summer Amount: \$3,257.80 Paid
2025 Winter Amount: \$9,900.59 Paid
Non-Homestead School: Cassopolis (10)
Special Assessments: Not examined
Water/Sewer: Not examined
Taxes paid through Winter 2025
- 37. Taxes: ID# 14-041-136-109-01**
2025 SEV: \$463,900.00 2025 Taxable: \$396,625.00
2025 Village Amount: \$6,621.77 Paid
2025 Summer Amount: \$4,211.28 Paid
2025 Winter Amount: \$12,798.28 Paid
Non-Homestead School: Cassopolis (10)
Special Assessments: Not examined
Water/Sewer: Not examined
Taxes paid through Winter 2025
- 38. Taxes: ID# 14-041-136-104-00**
2025 SEV: \$15,000.00 2025 Taxable: \$4,851.00
2025 Village Amount: \$80.98 Paid
2025 Summer Amount: \$51.49 Paid
2025 Winter Amount: \$156.45 Paid
Non-Homestead School: Cassopolis (10)
Special Assessments: Not examined
Water/Sewer: Not examined
Taxes paid through Winter 2025
- 39. Taxes: ID# 14-041-136-105-01**
2025 SEV: \$10,700.00 2025 Taxable: \$3,394.00
2025 Village Amount: \$56.66 Paid
2025 Summer Amount: \$36.02 Paid
2025 Winter Amount: \$109.44 Paid
Non-Homestead School: Cassopolis (10)
Special Assessments: Not examined
Water/Sewer: Not examined
Taxes paid through Winter 2025
- 40. Taxes: ID# 14-041-136-050-00**
2025 SEV: \$1,400.00 2025 Taxable: \$938.00
2025 Village Amount: \$15.65 Paid
2025 Summer Amount: \$9.94 Paid
2025 Winter Amount: \$30.18 Paid
Non-Homestead School: Cassopolis (10)
Special Assessments: Not examined
Water/Sewer: Not examined
Taxes paid through Winter 2025

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41. Taxes: ID# 14-041-136-096-00
2025 SEV: \$10,800.00 2025 Taxable: \$8,452.00
2025 Village Amount: \$141.10 Paid
2025 Summer Amount: \$89.73 Paid
2025 Winter Amount: \$272.65 Paid
Non-Homestead School: Cassopolis (10)
Special Assessments: Not examined
Water/Sewer: Not examined
Taxes paid through Winter 2025

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

LEGAL DESCRIPTION

SITUATED IN THE VILLAGE OF CASSOPOLIS, COUNTY OF CASS AND STATE OF MICHIGAN

PARCEL 1:

COMMENCING 14 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWN 6 SOUTH, RANGE WEST; THENCE SOUTH TO THE MICHIGAN CENTRAL RAILROAD; THENCE NORTHEASTERLY ALONG THE RAILROAD TO A POINT DUE EAST OF BEGINNING; THENCE WEST TO THE PLACE OF BEGINNING. EXCEPTING A PIECE OF LAND COMMENCING AT THE INTERSECTION OF SAID MICHIGAN CENTRAL RAILROAD WITH THE EAST LINE OF O'KEEFE STREET; THENCE NORTHEASTERLY ON SAID RAILROAD RIGHT OF WAY 8 RODS AND 10 FEET; THENCE WEST TO O'KEEFE STREET; THENCE SOUTH TO THE PLACE OF BEGINNING AND A PIECE OF LAND COMMENCING AT A POINT WHICH IS 14 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE SOUTH 100 FEET; THENCE EAST 160 FEET; THENCE NORTH 100 FEET; THENCE WEST 160 FEET TO THE PLACE OF BEGINNING.

TAX ID# 14-041-136-100-00

PARCEL 2:

COMMENCING AT A POINT WHICH IS 14 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 15 WEST; THENCE SOUTH 100 FEET; THENCE EAST 160 FEET; THENCE NORTH 100 FEET; THENCE WEST 160 FEET TO THE PLACE OF BEGINNING.

TAX ID# 14-041-136-101-00

PARCEL 3:

THAT PART OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 15 WEST, WHICH IS DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF O'KEEFE STREET, WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE NOW ABANDONED MICHIGAN CENTRAL RAILROAD AIR LINE BRANCH, SAID POINT BEING NORTH 47°14'32" EAST, 44.94 FEET FROM A POINT ON THE WEST LINE OF SECTION 36, WHICH IS SOUTH 549.81 FEET FROM THE WEST QUARTER POST OF SAID SECTION; THENCE AROUND A 2388.83 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 144.20 FEET TO THE END OF A CHORD WHICH BEARS NORTH 44°58'24" EAST, A DISTANCE OF 144.18 FEET; THENCE WEST 101.91 FEET (6 RODS RECORD) TO THE EASTERLY RIGHT-OF-WAY LINE OF O'KEEFE STREET; THENCE SOUTH ALONG SAID LINE, 102.00 FEET TO THE POINT OF BEGINNING.

TAX ID# 14-041-136-102-00

PARCEL 4:

A PIECE OF LAND COMMENCING AT A POINT ON THE EAST LINE OF THE HIGHWAY CALLED O'KEEFE STREET IN THE SECTION LINE BETWEEN SECTIONS 35 AND 36, TOWNSHIP 6 SOUTH, RANGE 15 WEST, WHERE SAID HIGHWAY INTERSECTS THE SOUTH LINE OF THE RIGHT OF WAY OWNED BY THE MICHIGAN CENTRAL RAILROAD COMPANY; THENCE SOUTH ALONG THE EAST LINE OF SAID HIGHWAY 10 RODS AND 6 FEET TO A PIECE OF LAND OWNED BY RENA HILL; THENCE EAST ALONG THE NORTH LINE OF SAID HILL LAND 15 1/3 RODS TO THE GRAND TRUNK WESTERN RAILROAD GROUNDS; THENCE NORTHEAST ALONG SAID RAILROAD GROUNDS TO WHERE SAME INTERSECTS THE RIGHT OF WAY OF THE SAID MICHIGAN CENTRAL RAILROAD COMPANY; THENCE SOUTHWEST ALONG THE EAST LINE OF SAID LAST NAMED RIGHT OF WAY TO BEGINNING.

EXCEPT, BEGINNING AT A POINT OF THE EAST LINE OF O'KEEFE STREET IN THE VILLAGE OF CASSOPOLIS 33.0 FEET EAST AND 230.9 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 6 SOUTH, RANGE 15 WEST; THENCE EAST 256.18 FEET TO THE WESTERLY RIGHT OF WAY OF THE GRAND TRUNK WESTERN RAILROAD; THENCE NORTH 23 DEGREES 38 MINUTES EAST 109.16 FEET ALONG SAID RAILROAD RIGHT OF WAY LINE; THENCE WEST 299.94 FEET TO THE EAST LINE OF O'KEEFE STREET; THENCE SOUTH 100.0 FEET ALONG THE EAST LINE OF O'KEEFE STREET TO THE PLACE OF BEGINNING.

TAX ID# 14-041-136-103-00

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PARCEL 5:

ALSO, THAT PART OF THE WEST 1/2 OF SECTION 36, TOWN 6 SOUTH, RANGE 15 WEST, DESCRIBED AS:

BEGINNING AT A MASONRY NAIL ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, TOWNSHIP 6 SOUTH, RANGE 15 WEST, SAID NAIL BEING SOUTH 0 DEGREES EAST, A DISTANCE OF 784.73 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE NORTHEASTWARDLY ALONG A CURVE TO THE LEFT (R = 2777.85 FEET) CONCENTRIC WITH AND 120 FEET NORTHWESTERLY OF THE SOUTHERLY RIGHT OF WAY OF THE OLD MCRR, A DISTANCE OF 294.96 FEET (CHORD: NORTH 48 DEGREES 20 MINUTES 30 SECONDS EAST — 294.82 FEET) TO AN IRON STAKE; THENCE NORTH 44 DEGREES 20 MINUTES 30 SECONDS WEST, A DISTANCE OF 180 FEET TO AN IRON STAKE ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID MCRR; THENCE NORTHEASTWARDLY ALONG A CURVE TO THE LEFT (R=2597.85 FEET) A DISTANCE OF 128.83 FEET (CHORD: NORTH 43 DEGREES 51 MINUTES 15 SECONDS EAST 128.82 FEET) TO AN IRON STAKE AT THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 41 DEGREES 26 EAST ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID MCRR, A DISTANCE OF 478.51 FEET TO AN IRON STAKE ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, SAID STAKE BEING 500.38 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE SOUTH 89 DEGREES 02 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 257.76 FEET TO AN IRON STAKE, SAID STAKE BEING 33 FEET NORTHWESTERLY (MEASURED AT RIGHT ANGLES) OF THE CENTERLINE OF SAID RAILROAD TRACK; THENCE SOUTH 23 DEGREES 39 MINUTES 30 SECONDS WEST, PARALLEL WITH SAID RAILROAD TRACK, A DISTANCE OF 339.65 FEET TO AN IRON STAKE ON THE SOUTHEASTERLY LINE OF SAID MCRR; THENCE SOUTH 41 DEGREES 26 MINUTES WEST ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID MCRR, A DISTANCE OF 327.70 FEET TO AN IRON STAKE MARKING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY ALONG SAID CURVE TO THE RIGHT (R = 2897.85 FEET) A DISTANCE OF 547.30 FEET (CHORD: SOUTH 47 DEGREES 50 MINUTES 40 SECONDS WEST, 546.49 FEET) TO A NAIL ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE NORTH 0 DEGREES EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 151.61 FEET TO THE PLACE OF BEGINNING.

ALSO, BEGINNING AT A POINT ON THE WEST LINE OF SECTION 36, TOWN 6 SOUTH, RANGE 15 WEST, WHICH IS 784 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE NORTH ALONG SAID WEST SECTION LINE, 234.11 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONVEX TO THE SOUTH, WITH A RADIUS OF 2388.83 FEET AND WHOSE LONG CHORD MAKES AN ANGLE OF 47 DEGREES 13 MINUTES MEASURED NORTHEASTERLY FROM SAID WEST LINE OF SECTION 36, 129.76 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 88 DEGREES 57 MINUTES MEASURED SOUTHEASTERLY FROM THE SAID LONG CHORD PRODUCED NORTHEASTERLY 175.28 FEET TO A POINT 20 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY'S AIRLINE BRANCH TRACK; THENCE SOUTHWESTERLY PARALLEL TO, AND 20 FEET DISTANT FROM SAID CENTERLINE ON A CURVE CONVEX TO THE SOUTH, WITH A RADIUS OF 2564.11 FEET, WHOSE LONG CHORD MAKES AN ANGLE OF 91 DEGREES 43 MINUTES MEASURED NORTHWESTERLY FROM THE LAST NAMED COURSE PRODUCED SOUTHEASTERLY 292.8 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

TAX ID# 14-041-136-109-01

PARCEL 6:

ALSO, BEGINNING AT A POINT ON THE EAST LINE OF O'KEEFE STREET IN THE VILLAGE OF CASSOPOLIS, WHICH 33 FEET EAST AND 230.9 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 6 SOUTH, RANGE 15 WEST; THENCE EAST 256.18 FEET TO THE WESTERLY RIGHT OF WAY OF THE GRAND TRUNK AND WESTERN RAILROAD; THENCE NORTH 23 DEGREES 38 MINUTES EAST, 109.16 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE WEST 299.94 FEET TO THE EAST LINE OF O'KEEFE STREET; THENCE SOUTH 100 FEET ALONG THE EAST LINE OF O'KEEFE STREET TO THE PLACE OF BEGINNING.

TAX ID# 14-041-136-104-00

PARCEL 7:

ALSO, COMMENCING 8 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 6 SOUTH, RANGE 15 WEST; THENCE NORTH TO A POINT 10 RODS SOUTH OF THE INTERSECTION OF THE EAST LINE OF O'KEEFE STREET AND THE SOUTH LINE OF THE MICHIGAN CENTRAL RAILROAD RIGHT OF WAY; THENCE EAST TO GRAND TRUNK RAILWAY RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG RAILROAD RIGHT OF WAY TO A POINT DUE EAST OF BEGINNING; THENCE WEST TO BEGINNING.

EXCEPT FROM THE WEST 1/4 CORNER OF SECTION 36, TOWN 6 SOUTH, RANGE 15 WEST, MEASURE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE WEST SECTION LINE, 1158.16 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 05 MINUTES 23 SECONDS EAST, 255.82 FEET TO THE WEST LINE OF GRAND TRUNK RAILROAD; THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST, ALONG SAID LINE, 27.18 FEET, THENCE NORTH 89 DEGREES 05 MINUTES 23 SECONDS WEST RECORDED AS WEST) 244.97 FEET TO A POINT ON THE WEST SECTION LINE, SAID POINT PREVIOUSLY CALLED 8 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG SAID LINE, 25.00 FEET TO THE POINT OF BEGINNING.

TAX ID# 14-041-136-105-01

PARCEL 8:

THE WEST 3 RODS OF THE FOLLOWING DESCRIBED LAND: COMMENCING 28 RODS EAST OF THE EAST LINE OF O'KEEFE STREET ON THE SOUTH SIDE OF JOHNSON STREET; THENCE EAST 7 RODS 1 1/2 FEET; THENCE SOUTH 8 RODS 3 FEET TO THE QUARTER LINE; THENCE WEST ALONG QUARTER LINE 7 RODS 1 1/2 FEET; THENCE NORTH 8 RODS 3 FEET TO THE PLACE OF BEGINNING. ALSO COMMENCING 26 RODS EAST OF THE WEST QUARTER POST; THENCE SOUTH 74 FEET TO MICHIGAN CENTRAL RAILROAD GROUNDS; THENCE NORTHEASTERLY ALONG SAID RAILROAD GROUNDS 104 FEET; THENCE WEST TO BEGINNING. ALL IN SECTION 36, TOWN 6 SOUTH, RANGE 15 WEST, UNPLATTED VILLAGE OF CASSOPOLIS.

TAX ID# 14-041-136-050-00

PARCEL: 9:

BEGINNING 297 FEET EAST OF THE WEST QUARTER CORNER OF SECTION 36, TOWN 6 SOUTH, RANGE 15 WEST; THENCE EAST 132 FEET; THENCE SOUTH 74 FEET; THENCE SOUTHWESTERLY ALONG RAILROAD TO POINT SOUTH OF PLACE OF BEGINNING; THENCE NORTH 231 FEET TO THE PLACE OF BEGINNING.

TAX ID# 14-041-136-096-00

STATE OF MICHIGAN
COUNTY OF CASS
Recorded

09-15-1999 08:27:14

Ann L. Simons
REGISTER OF DEEDS

RECEIVED
AUG 25 1999

VILLAGE OF CASSOPOLIS



**QUIT CLAIM
PUBLIC USE DEED**

No.204373

MICHIGAN DEPARTMENT OF NATURAL RESOURCES
LAND AND MINERAL SERVICES DIVISION
Issued under Act 451, Public Acts of 1994, as amended.

THIS DEED, made this 20th day of August, 1999 BY AND BETWEEN, the DEPARTMENT OF NATURAL RESOURCES for the STATE OF MICHIGAN, by authority of Part 5, General Powers and Duties, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, being Sections 324.501 to 324.511 of the Michigan Compiled Laws, as amended, hereafter called "Grantor", and

Village of Cassopolis
139 North Broadway Street
Cassopolis, Michigan 49031

hereafter called "Grantee".

WITNESS, that the Grantor, acting for and in behalf of the State of Michigan by authority of Act 451, P.A. 1994, as amended, and for the sum of Three Hundred (\$300.00) DOLLARS paid to it by Grantee, hereby grants, conveys, and quit-claims unto the Grantee and to Grantee's successors and assigns, for Public purposes, all the right, title and interest acquired by the State of Michigan in and to the following described land located in the County of Cass, State of Michigan:

Village of Cassopolis
UNPLATTED

Comm at pt where E line O'keefe St intersects S line MCRR in SE 1/4 Sec 5 along E line O'keefe St 10 rds 6 ft E 15 1/3 rds to GTRK NE along sd RR right of way to pt where the same intersects right of way of MCRR SW along MCRR to pt of beg exc the S 100 ft Sec 36
14 041 136 103 00

It is expressly understood that when the above described land is no longer needed by the Grantee and sold for a valuable consideration, the proceeds from any such sale, in excess of expenditures for acquisition or improvement, shall be accounted for to the State and the local units of Government pro rata according to their several interests therein arising from the non-payment of taxes and special assessments thereon as appear in the offices of the State Treasurer, County, City, Village or Township Treasurers.

Exemption from State Transfer Tax is claimed under authority of Section 6(h)(i), Act 255, P.A. 1994 (207.526, Michigan Compiled Laws).

Exemption from County Real Property Transfer Fee is claimed under authority of Section 5(h), Act 134, P.A. 1968 (207.505, Michigan Compiled Laws).

PR 5304
(Rev. 5/99)

SAVING AND RESERVING unto the People of the State of Michigan the rights of ingress and egress over and across all of the above-mentioned descriptions of land lying along any watercourse or stream, pursuant to the provisions of part 5, Act 451, P.A. 1994, as amended. Further, excepting and reserving to the State of Michigan, all aboriginal antiquities including mounds, earthworks, forts, burial and village sites, mines or other relics and also reserving the right to explore and excavating for the same, by and through its duly authorized agents and employees, pursuant to the provisions of part 761, Aboriginal Records and Antiquities, of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended.

This conveyance hereby restricts the Grantee from severing oil and gas rights from the surface rights any time in the future. If the Grantee severs the subsurface rights from the surface rights, the subsurface rights will revert to the State of Michigan.

This property may be located within the vicinity of farmlands or a farm operation. Generally accepted agricultural practices, which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the Grantor, by its Manager, Land Records and Tax Reversion, has signed and affixed the seal of the Department of Natural Resources the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Janet Griffin
Janet Griffin
Marlene K. Harris
Marlene K. Harris

DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN

By: Lois A. Hinkle
Lois A. Hinkle, Manager
Land Records & Tax Reversion
Land and Mineral Services Division

STATE OF MICHIGAN } ss.
County of Ingham

The foregoing instrument was acknowledged before me this 20th day of August, 1999, by Lois A. Hinkle, Manager, Land Records and Tax Reversion, Land and Mineral Services Division of the Department of Natural Resources for the State of Michigan.

Roxanne L. Harris
Roxanne L. Harris, Notary Public
Ingham County, Michigan

Recorded in Liber 411 of Doods, Page 373
(Land and Mineral Services Division Records)

Prepared by:
MARLENE K. HARRIS
LAND AND MINERAL SERVICES DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
P O BOX 30448
LANSING MICHIGAN 48909-7948

My Commission Expires: February 21, 2003

This Agreement, Made this 28 day of August 194 7.

between the MICHIGAN GAS & ELECTRIC COMPANY, a Michigan corporation, hereinafter called the Electric Company, and Community Mill Inc

of Community Mill, hereinafter called the owners

WITNESSETH, that in consideration of the payment by the said Electric Company of the sum of

One Dollar (\$ 1.00) and

other considerations, receipt of which is hereby acknowledged, the said owners do hereby grant unto the said Electric Company, its successors and assigns, the right, privilege and authority, to construct, erect, operate and maintain electric transmission lines, including the necessary poles, wire and fixtures, over, across and upon the following premises

and real estate in Village of Cassopolis
Township of Cass County of Cass
and State of Michigan, to-wit:

East of Skiffe St. at the intersection
of Railroad and O'Keefe St.

including the right, privilege and authority to cut and trim any trees interfering with, or menacing said lines, and to put in place necessary guy wires and brace poles, and to do all things necessary to erect and maintain said electric transmission lines as may be reasonable and proper, including the right of said Electric Company, its agents, and employees to enter upon said land for said purposes.

The number of poles to be erected on said premises shall be limited to 1 and the said poles shall be erected upon said premises on locations and at places as shall least interfere with the owner's use of said premises and at the same time not interfere with the proper construction of such power line under rules and specifications laid down by the Michigan Public Utilities Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written. Signed, Sealed and Delivered in presence of:

John A. Dean
John A. Dean
U.S. Notary Public
STATE OF MICHIGAN

Community Mill
J. P. Holcomb (Seal)
J. P. Holcomb (Seal)

Country of Cass

On this 28 day of August 194 7, before me, a notary public, personally appeared J. P. Holcomb

to me known to be the person who executed the foregoing instrument and who has acknowledged the same to be his free act and deed.

G. B. Lintamoo
Notary Public, G. B. Lintamoo County, Mich.
My commission expires Nov 29 194 8

Form 140505-A, 234, 5-VH, 2-40, 15790

RIGHT OF WAY EASEMENT

FROM

Township

County

TO
MICHIGAN GAS & ELECTRIC CO.

REGISTER'S OFFICE

Cass County

This instrument was presented and received for record, this

28 day of

August A. D. 194 7

at 4:15 o'clock P. M.

for

recording fee was furnished to register

and the same has been duly recorded

and the same has been duly recorded

and the same has been duly recorded

and the same has been duly recorded

and the same has been duly recorded

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and the same has been duly recorded

and the same has been duly recorded

Recorded in Liber

14

of

190

Page

190

Register of Deeds

John A. Dean

Register of Deeds

Form No. 1-A
City

Name and Address

Eas. No.

Map No. 1579

Dist. No.

W.O. No. 501/2006

Community Mills, Incorporated
Ann Arbor, Mich.

This Indenture, made this 21st day of June 1920

by and between Community Mills, Incorporated
a corporation organized and existing under the laws of the State of Michigan, party of the
first part, and INDIANA & MICHIGAN ELECTRIC COMPANY
organized and existing under the laws of the State of INDIANA, party of the second part.

Witnesseth:

That for and in consideration of the sum of One (\$1) Dollar in hand paid to the party of the first part, the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells, conveys, and warrants, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, leasees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across the following described lands situated in Village of Cassopolis District
La Grange Township, in the County of Cass in the

State of Michigan, and part of Section No. 36
Township No. 6 South and Range No. 15 West and bounded:

On the North by the lands of Trustees of A.M.E. Church
On the East by the lands of Grand Trunk Western Railroad
On the South by the lands of "
On the West by the Wabash West line of said Section 36

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the party of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the party of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted, provided however, the said

INDIANA & MICHIGAN ELECTRIC COMPANY, its successors or assigns, shall further pay to the

Grantor, its successors or assigns, the sum of \$2.00 for each pole erected on said lands.

hereinbefore described, from time to time, whenever and as soon as any poles are erected thereon. Grantor will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at or mailed to the office of the Grantee at 2101 Spy Run Ave., Ft. Wayne, Ind. within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the party of the first part has caused hereto state name and seal to be hereto affixed the day and year first above written.

Signed and Acknowledged in the presence of:

Rich M. Landon
J. Frank Miles

By Howard J. Spigden President
ATTEST: John L. Landon Secretary

LIBER

PAGE 49

17 49

Received for Record 300p M.R. 18 19 50
 Recorded
 In Volume 12 Page 49
 Notary Public Recorder
 of Cass County
 State of Mich

STATE OF MICHIGAN

County of Cass

On this 21st day of June, 1950, before me appeared Howard L. Hayden, personally known, who, being by me duly sworn, did say that he is the President of the Corporation of Community Mills, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Howard L. Hayden acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 21st day of June, 1950.
 My commission expires July 23-1950
 Division of Public Safety
 R.R. #1 - Cassopolis, Mich

STATE OF INDIANA

County of _____

Be it remembered that on the _____ day of _____, 19____, before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____ President of the _____ Company, and acknowledged the execution of the foregoing instrument on behalf of said Company, as the voluntary act and deed of said Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.
 My Commission Expires _____

STATE OF WEST VIRGINIA

COUNTY OF _____

I, _____, a Notary Public of said County, do certify that _____, who signed the writing above for the _____ Company, bearing date the _____ day of _____, 19____, has this day, in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.
 Given under my hand this _____ day of _____, 19____.

Notary Public

212-583

No. 1-3

Name and Address

Eas. No. 24

Map No. 1579

Dr. No.

Reg. No. 501/2006

Community Mills Incorporated
Cassopolis, Mich.

DA

This Indenture, made this 21st day of June 1920
by and between Community Mills Incorporated
a corporation organized and existing under the laws of the State of Michigan, party of the
first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation
organized and existing under the laws of the State of INDIANA, party of the second part.

Witnesseth:

That for and in consideration of the sum of One (\$1) Dollar in hand paid to the party of the first
part by the party of the second part, the receipt of which is hereby acknowledged, said party of the
first part hereby grants, bargains, sells, conveys, and warrants, to the party of the second part, its suc-
cessors and assigns forever, a right of way and easement with the right, privilege and authority to
said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate
and maintain a line of poles and wires for the purpose of transmitting electric or other power, includ-
ing telegraph or telephone wires in, on, along, over, through or across the following described lands sit-
uated in Village of Cassopolis District

La Grange Township in the County of Cass in the
State of Michigan, and part of Section No. 36

Township No. 6 South and Range No. 12 West and bounded:

On the North by the lands of Trustees of A. M. E. Church
On the East by the lands of Grand Trunk Western Railroad
On the South by the lands of
On the West by the West line of said Section 36

TOGETHER with the right to said party of the second part, its successors and assigns, to place,
erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string
wires and cables, adding thereto from time to time, across, through or over the above described premises,
to cut and, at its option, remove from said premises or the premises of the party of the first part adjoining
the same on either side, any trees, overhanging branches or other obstructions which may endanger
the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure
on said premises, and the right of ingress and egress to and over said above described premises, and any
of the adjoining lands of the party of the first part, at any and all times, for the purpose of patrolling
the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires,
and for doing anything necessary or useful or convenient for the enjoyment of the easement herein
granted, also the privilege of removing at any time any or all of said improvements erected upon, over,
or on said land, together with the rights, easements, privileges and appurtenances in or to said lands
which may be required for the full enjoyment of the rights herein granted, provided however, the said
INDIANA & MICHIGAN ELECTRIC COMPANY, its successors or assigns, shall further pay to the

Grantor, its successors or assigns, the sum of \$2.00 for each pole erected on said lands,
hereinbefore described, from time to time, whenever and as soon as any poles are erected thereon. Gran-
tee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on
said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the
premises herein described, caused by the construction, operation and maintenance of said lines. All
claims for damages caused in the operation and maintenance of said lines, shall be made at or mailed to
the office of the Grantee at 2101 Spv. Run Ave., St. Louis, Mo., within thirty days after
such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall
be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the
market price in vicinity, and this indenture contains all agreements expressed or implied, between the
parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and
assigns.

In Witness Whereof, the party of the first part has caused its corporate name and seal
to be hereto affixed the day and year first above written.

Signed and Acknowledged in the presence of:

COMMUNITY MILLS INCORPORATED

Rich M. Landan
J. Frank Miles

By Howard J. Hayden
ATTEST: [Signature]
President
Secretary

LIBER 212 PAGE 584
LIBER 17 PAGE 50

Received for Record *Exp* M 8-18-1950

Recorded
In Volume 12 Misc Page 49

Kathleen L. Lisen Recorder
of *Cass* County
State of *Mich*

PERCIS

STATE OF MICHIGAN

County of *Cass* ss:

On this *21st* day of *June*, 19*50*, before me appeared *Howard L. Haylen* to me personally known, who, being by me duly sworn, did say that he is the *President* of the corporation of *Community Hill, Incorporated*, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said *Howard L. Haylen* acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this *23rd* day of *June*, 19*50*.
My commission expires *July 23-1950* *Olivia E. Phillips*
R.R. #1 - Cassopolis - Mich

STATE OF INDIANA

County of _____ ss:

Be it remembered that on the _____ day of _____, 19____ before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____ President of the _____ Company, and acknowledged the execution of the foregoing instrument on behalf of said Company, as the voluntary act and deed of said Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

My Commission Expires _____

STATE OF WEST VIRGINIA

COUNTY OF _____ ss:

I, _____, a Notary Public of said County, do certify that _____, who signed the writing above for the _____ Company, bearing date the _____ day of _____, 19____, has this day, in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.
Given under my hand this _____ day of _____, 19____.

Notary Public

RECORDED IN DEEDS

LIBER 284 PAGE 1181

Recorded

at

Liber

STATE OF MICHIGAN
CASS COUNTY
REGISTER OF DEEDSQUIT-CLAIM DEED—SHORT—888—(Rev. 5-60)
(PHOTO COPY FORM) BUREAU OF RECORDS & CO., KALAMAZOO, MICH.This Indenture, made
BETWEEN

March 29

1962

1962 MAY 10 PM 2 54

Paul Hayden and Hazel Hayden, husband and wife; and
Howard Hayden and Agnes Hayden, husband and wife
of the first part,
and
Village of Cassopolis, MichiganBefore Mulline
REGISTER OF DEEDS

of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and other Good and Valuable Consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said party of the second part, and to his heirs and assigns, FOREVER, all that certain piece or parcel of land situated in the Township of LaGrange in Cass County, and State of Michigan, and described as follows:

An easement over and across the following described premises for public highway purposes only:

A parcel of land Fifty (50) feet in width, centerline of which is as follows: Beginning on the West line of Section 36, Town Six (6) South, Range Fifteen (15) West, LaGrange Township, Cass County, Michigan, 643.89 feet south of the west quarter corner thereof, thence North 57° 09' East 199.20 feet.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises to the said party of the second part, and to his heirs and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part his heirs and assigns, FOREVER

(When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.)

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, Sealed and Delivered in Presence of

Glenn Squiers

Maxine Zimmerman

Paul Hayden

Hazel Hayden

Howard Hayden

Agnes Hayden

STATE OF MICHIGAN, } ss.

COUNTY OF CASS

On March 29, 1962, before me, a Notary Public, in and for said County, personally appeared Paul Hayden and Hazel Hayden, husband and wife; and Howard Hayden and Agnes Hayden, husband and wife to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

F. Maxine Zimmerman

Notary Public

Cass

County, Michigan

My commission expires August 22, 1965

1. See Act No. 179, of the Public Acts of 1945, requiring the address of each of the Grantees in each Deed of Conveyance or Assignment of Real Estate, including the Street Number, where such Numbers are in common use, or, if not, the Post-office address shall be legibly printed, typewritten, or stamped in such instrument.
2. When conveyance is made to Corporation or Partnership, the following may be inserted, "Its successors", and draw a line through the word "heirs."
* PRINT, TYPEWRITE OR STAMP names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such signatures.

299-674

CONVEYANCE OF RIGHT OF WAY

This Indenture, made this 24 day of November 1964,
between James Ivan Grady and Edna Grady
Bellevue, Cassopolis, Michigan, husband and wife, hereinafter
called Grantor, and Michigan Gas and Electric Company, a Michigan corpora-
tion with General Offices at Three Rivers, Michigan, hereinafter called
the Grantee, Witnesseth:

That in consideration of the payment of one and no/100 dollars (\$1.00)
and other consideration from the Grantee to the Grantor, receipt of which
is hereby acknowledged, the Grantor does hereby grant, convey and warrant
to the Grantee, its successors or assigns, easement of right of way,
including the right and authority to construct, operate and maintain a
pipeline carrying natural gas, together with the necessary equipment below
and aboveground, to meet all safety regulations, across and upon the follow-
ing described premises, to wit:

The south 10 feet of the following described parcels.

The above described right of way strip being a part of
Property description as recorded: Liber 297, Page 227.
Commencing 2 chains S from the $\frac{1}{4}$ section corner between Sec. 35 & 36,
T6S R15W, thence S along the Section line 1 chain, thence E parallel
with the $\frac{1}{4}$ section line of said Sec. 36, 4.93 chains to the Michigan Cen-
tral Airline Railroad, thence northeasterly along the RR lands 1.35 chains,
thence W 5.82 chains to the place of beginning. Also 2 rods wide off the
N side of the following. A piece of land situated on the E side of O'Keefe
St. near the Michigan Central Airline RR Depot, bounded on the N by the
above description, on the E by the Michigan Central Railroad Co., on the S
by land owned by the Heirs of Fredrick Harper, on the W by O'Keefe St., in
said village of Cassopolis, Michigan.

The Grantor grants to the Grantee, its successors or assigns, agents
or employees, the right, privilege and authority to enter upon said land and
appurtenances thereto, for the said purpose, to properly maintain, adjust,
test and operate said gas installation, and also agrees that it, the Grantor
or successor, shall keep the above described area free of any permanent
structure, so giving the Grantee full access to the described area.

Edna Grady
REGISTER OF DEEDS

DEC 24 AM 11 20

DEPT. OF LAND
RECORDS
RECEIVED

See Recordment of Deed Book 227, Page 227

The Grantee shall pay any damage to growing crops, or replace portions of lawns, and/or fences, on such land which may immediately and directly result from the exercise of the rights herein granted, unless such damage is included in the original payment and is so noted.

Special Provisions:

The grantee is to install service(gas) at mp charge to customer location. Also the grantee is to pay 17.00 in check, to the grantor, who is to pay his own meter deposit and inspection fees.

In Witness Whereof, this instrument is signed, sealed and delivered by Grantor on the day and year first written above.

Witnesses:

DALE E. GROVER
DALE E. GROVER
RICHARD A. MILLER
RICHARD A. MILLER

JAMES IVAN GRADY
JAMES IVAN GRADY

EDNA GRADY
EDNA GRADY

State of Michigan }
County of CASS } SS

Before me, a notary public, within and for the aforesaid county and state, on this 24 day of November 19 64, personally appeared
James Ivan Grady and Edna Grady his
wife, and acknowledged the execution of the foregoing instrument.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last written above.

DALE E. GROVER
DALE E. GROVER, Notary Public
St. Joseph County, Michigan
Acting in CASS County, Mich.

My Commission Expires 10/28/67

RECORDED

1980 MAY -5 AM 10:56

UNDERGROUND FACILITY

L-32-81

Form G. T. R. 3974

Sally, without
- EIGHT - IS DEEDS (Cass Co MI)
MEMORANDUM OF LICENSE AND AGREEMENT, effective the 21st day of February, 1978

by and between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation -
hereinafter called the "Licensor," of the first part, and VILLAGE OF CASSOPOLIS, a Municipal Corporation -
Cassopolis, Michigan
hereinafter called the "Licensee," of the second part.

WHEREAS, the Licensee desires permission to install, maintain and use 732 lineal feet of 8-inch
cast iron water main and (1) hydrant. (Average depth of 5'6" below ground)

upon, along and (or) across and underneath the surface of the premises and right of way of the Licensor at
Cassopolis (M.P. 122.49 to 122.62), County of Cass
State of Michigan, at the location hereinafter described, and

WHEREAS, the Licensor is willing to grant the Licensee such permission upon the terms and conditions
hereinafter contained,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Licensor will permit the Licensee, upon the terms and conditions hereinafter set forth, and not otherwise, to install, maintain and use the facilities aforesaid at the point, County and State aforesaid, and in the location indicated on the attached blue print which is hereby made a part hereof. Plan L-5842

2. Said facilities shall be installed, maintained, renewed, repaired and removed by the Licensee at its sole cost and expense, and shall be installed at a depth of not less than _____ feet below the base of the rails of the Licensor's tracks, and shall be provided with such appliances for safety as are usual and proper in such cases.

3. All work herein contemplated to be done by the Licensee shall be done, and the said facilities shall be maintained in a perfect condition of repair, to the entire satisfaction of the Chief Engineer of the Licensor, and when any work hereunder is completed, the Licensor's property and right of way will be left in a neat, smooth and level condition.

4. If at any time the Licensor shall change the present grade of its track or tracks over said facilities hereby licensed, or make any other changes or additions to its tracks or facilities at said point, which it hereby reserves the right to do, the Licensee, at its own expense, agrees to lower said facilities so that said facilities shall always be maintained not less than the required depth below the base of the rails of said tracks, or to remove the same, or to perform any other work made necessary by reason of such changes or additions and so that said facilities will not interfere with the full use by the Licensor of its property and right of way at said point.

5. No work of installing, maintaining, repairing or removing said facilities shall be done until the Licensor shall have had sufficient prior notice of at least forty-eight (48) hours to send its inspector to the place where said work is to be performed, under whose inspection all such work shall be done at any and all times when deemed necessary by the Licensor, provided, however, that in case of emergency arising out of breaks in said facilities any necessary repairs may be made without the necessity of the notice above provided for but on the express understanding that immediate notice of such emergency shall be given to the Licensor and that all such repairs so made shall be subject to the approval and acceptance of the Superintendent of the Licensor in charge of that territory, and on the further understanding that the lines of railroad of the Licensor at all times shall be kept open for traffic, and the Licensee will pay to the Licensor the entire cost and expense incurred by the Licensor in caring for, protecting and supporting its track or tracks during the performance of any work herein contemplated, and all other expenses necessarily incurred by the Licensor on account of the installation, maintenance, renewal, repair, or use of said facilities, or the removal of the same from the right of way and premises of the Licensor. "Seventy-two (72) hours' advance notice (excluding Saturdays, Sundays and Holidays)

6. It is agreed that if the Licensee has the work herein provided for performed by a contractor, that the dealings of the contractor with the Licensor shall be handled through the Licensee and not directly with the Licensor and that any contract made with a contractor relative to said work shall be subject to all the terms of this license and agreement.

7. The Licensee assumes and will bear and pay all loss, injury or damage to person or property of the Licensor, employees of the Licensor, Licensee, employees of the Licensee, or third parties, which may result from, grow out of, or be attributable to any cause whatsoever in connection with the permit herein given, or arising from breaks in said facilities as a result of either the weight of or vibration or derailment of passing trains, cars or engines on the track or tracks of the Licensor, or otherwise, or arising from installing, maintaining, repairing, renewing or removing said facilities, or from a failure to maintain, repair and renew the same, and the Licensee hereby undertakes and agrees to indemnify and save the Licensor harmless of and from all responsibility and liability so assumed by it, the Licensee, and from all costs and expense arising from, growing out of, or in any manner attributed thereto, whether caused by the negligence of the Licensor, its agents, employees, or otherwise. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for such loss, injury or damage, the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its sole cost and expense and without expense to the Licensor, and will pay any judgment rendered therein together with costs of court.

8. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon sixty (60) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner at Detroit, Michigan, who, it is understood, constitutes its agent for such purpose.

9. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said facilities and its other material from the land of the Licensor, leaving the Licensor's premises in a neat, clean and level condition. If the Licensee shall fail so to do within twenty (20) days after the cancellation or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

10. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the first ten-year period or fraction thereof, the sum of ONE HUNDRED SIXTY (\$160.00) DOLLARS and for each additional ten-year period or fraction thereof TEN (\$10.00) DOLLARS per annum.

11. This license and agreement shall inure to the benefit of, and be binding upon the successors, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the within license, effective as of the day and year first above written

Signed, sealed and delivered in the presence of:

Doreen A. Canavan
Doreen A. Canavan

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan Corporation -

BY F. J. [Signature]
Its Manager of Real Estate & Tax

Ruth R. Stickney
Ruth R. Stickney

VILLAGE OF CASSOPOLIS,
a Municipal Corporation -

BY John C. Snyder
Its Clerk John C. Snyder

120
Jurat or Acknowledgment

STATE OF MICHIGAN, ss.

COUNTY OF CASS

On this 21st day of February in the year one thousand nine hundred and seventy-eight before me, the subscriber, in and for said County, personally appeared the persons named in the foregoing instrument

to me known to be the same person S described in, and who executed the within instrument, who each acknowledged the same to be their free act and deed.

My commission expires

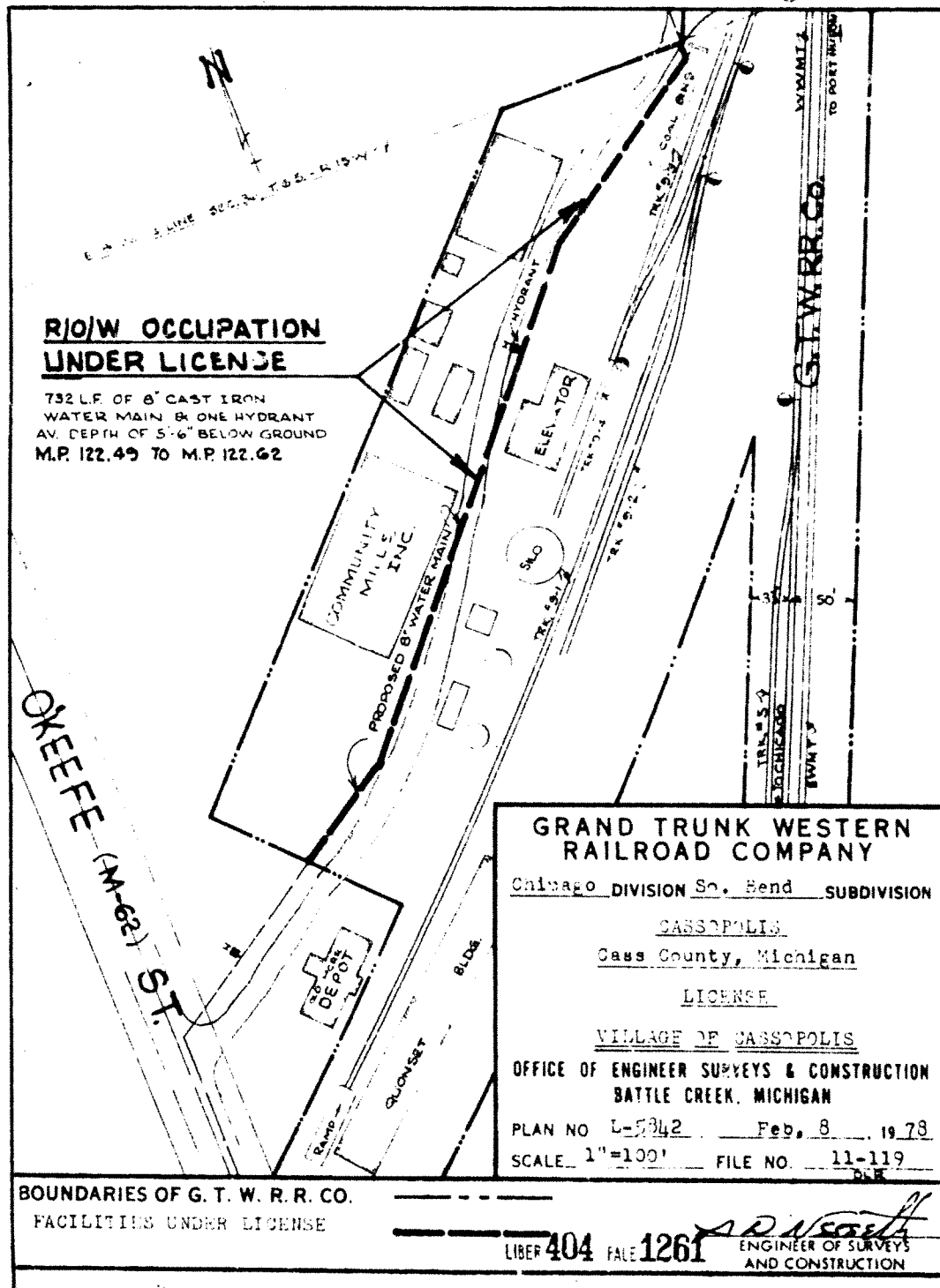
1-21-79

Ruth R. Stickney Notary Public,

Berrien, Acting in Cass County, Michigan.

This instrument prepared by:
Law Offices of DANIEL H. FRENCH
Michigan National Bank-Michiana
117 South Broadway
Cassopolis, Michigan 48031
Telephone: 445-2400

Feb 31



UNDERGROUND FACILITY

MEMORANDUM OF LICENSE AND AGREEMENT, effective the 21st day of February, 1988, by and between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation - hereinafter called the "Licensor," of the first part, and VILLAGE OF CASSOPOLIS, a Municipal Corporation - Cassopolis, Michigan - hereinafter called the "Licensee," of the second part.

WHEREAS, the Licensee desires permission to install, maintain and use 53 lineal feet of 6-inch cast iron and 100 lineal feet of 8-inch cast iron water main, (Average depth of 5'6" below ground)

upon, along and (or) across and underneath the surface of the premises and right of way of the Licensor at Cassopolis (Mile Post 122.91), County of Cass, State of Michigan, at the location hereinafter described, and

WHEREAS, the Licensor is willing to grant the Licensee such permission upon the terms and conditions hereinafter contained,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Licensor will permit the Licensee, upon the terms and conditions hereinafter set forth, and not otherwise, to install, maintain and use the facilities aforesaid at the point, County and State aforesaid, and in the location indicated on the attached blue print which is hereby made a part hereof.

Plan L-5843

2. Said facilities shall be installed, maintained, renewed, repaired and removed by the Licensee at its sole cost and expense, and shall be installed at a depth of not less than _____ feet below the base of the rails of the Licensor's tracks, and shall be provided with such appliances for safety as are usual and proper in such cases.

3. All work herein contemplated to be done by the Licensee shall be done, and the said facilities shall be maintained in a perfect condition of repair, to the entire satisfaction of the Chief Engineer of the Licensor, and when any work hereunder is completed, the Licensor's property and right of way will be left in a neat, smooth and level condition.

4. If at any time the Licensor shall change the present grade of its track or tracks over said facilities hereby licensed, or make any other changes or additions to its tracks or facilities at said point, which it hereby reserves the right to do, the Licensee, at its own expense, agrees to lower said facilities so that said facilities shall always be maintained not less than the required depth below the base of the rails of said tracks, or to remove the same, or to perform any other work made necessary by reason of such changes or additions and so that said facilities will not interfere with the full use by the Licensor of its property and right of way at said point.

5. No work of installing, maintaining, repairing or removing said facilities shall be done until the Licensor shall have had sufficient prior notice of at least forty-eight (48) hours to send its inspector to the place where said work is to be performed, under whose inspection all such work shall be done at any and all times when deemed necessary by the Licensor, provided, however, that in case of emergency arising out of breaks in said facilities any necessary repairs may be made without the necessity of the notice above provided for but on the express understanding that immediate notice of such emergency shall be given to the Licensor and that all such repairs so made shall be subject to the approval and acceptance of the Superintendent of the Licensor in charge of that territory, and on the further understanding that the lines of railroad of the Licensor at all times shall be kept open for traffic, and the Licensee will pay to the Licensor the entire cost and expense incurred by the Licensor in caring for, protecting and supporting its track or tracks during the performance of any work herein contemplated, and all other expenses necessarily incurred by the Licensor on account of the installation, maintenance, renewal, repair, or use of said facilities, or the removal of the same from the right of way and premises of the Licensor.

*Seventy-two (72) hours' advance notice (excluding Saturdays, Sundays and Holidays)

6. It is agreed that if the Licensee has the work herein provided for performed by a contractor, that the dealings of the contractor with the Licensor shall be handled through the Licensee and not directly with the Licensor and that any contract made with a contractor relative to said work shall be subject to all the terms of this license and agreement.

7. The Licensee assumes and will bear and pay all loss, injury or damage to person or property of the Licensor, employees of the Licensor, Licensee, employees of the Licensee, or third parties, which may result from, grow out of, or be attributable to any cause whatsoever in connection with the permit herein given, or arising from breaks in said facilities as a result of either the weight of or vibration or derailment of passing trains, cars or engines on the track or tracks of the Licensor, or otherwise, or arising from installing, maintaining, repairing, renewing or removing said facilities, or from a failure to maintain, repair and renew the same, and the Licensee hereby undertakes and agrees to indemnify and save the Licensor harmless of and from all responsibility and liability so assumed by it, the Licensee, and from all costs and expense arising from, growing out of, or in any manner attributed thereto, whether caused by the negligence of the Licensor, its agents, employees, or otherwise. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for such loss, injury or damage, the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its sole cost and expense and without expense to the Licensor, and will pay any judgment rendered therein together with costs of court.

8. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon sixty (60) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner at Detroit, Michigan, who, it is understood, constitutes its agent for such purpose.

9. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said facilities and its other material from the land of the Licensor, leaving the Licensor's premises in a neat, clean and level condition. If the Licensee shall fail so to do within twenty (20) days after the cancellation or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered. ten-year period

10. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the first year or fraction thereof ONE HUNDRED SIXTY (\$160.00) DOLLARS and for each and every ten-year period or fraction thereof TEN (\$10.00) DOLLARS thereafter, annually, in advance, the sum of per annum.

11. This license and agreement shall inure to the benefit of, and be binding upon the successors, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the within license, effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Doreen A. Canavan
Doreen A. Canavan

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan Corporation -

BY F. J. [Signature]
Its Manager of Real Estate & Tax

VILLAGE OF CASSOPOLIS-
a Municipal Corporation

Ruth R. Stickney
Ruth R. Stickney

BY John C. Snyder
Its Mayor

JURAT OR ACKNOWLEDGMENT

120

DO NOT WRITE IN THESE SPACES

STATE OF MICHIGAN,)
ss.

COUNTY OF CASS

On this 21st day of February

one thousand nine hundred and seventy-eight

in the year

County, personally appeared the persons named in the foregoing instrument

to me known to be the same person as described in, and who executed the within instrument, who each acknowledged the same to be their free act and deed.

My commission expires

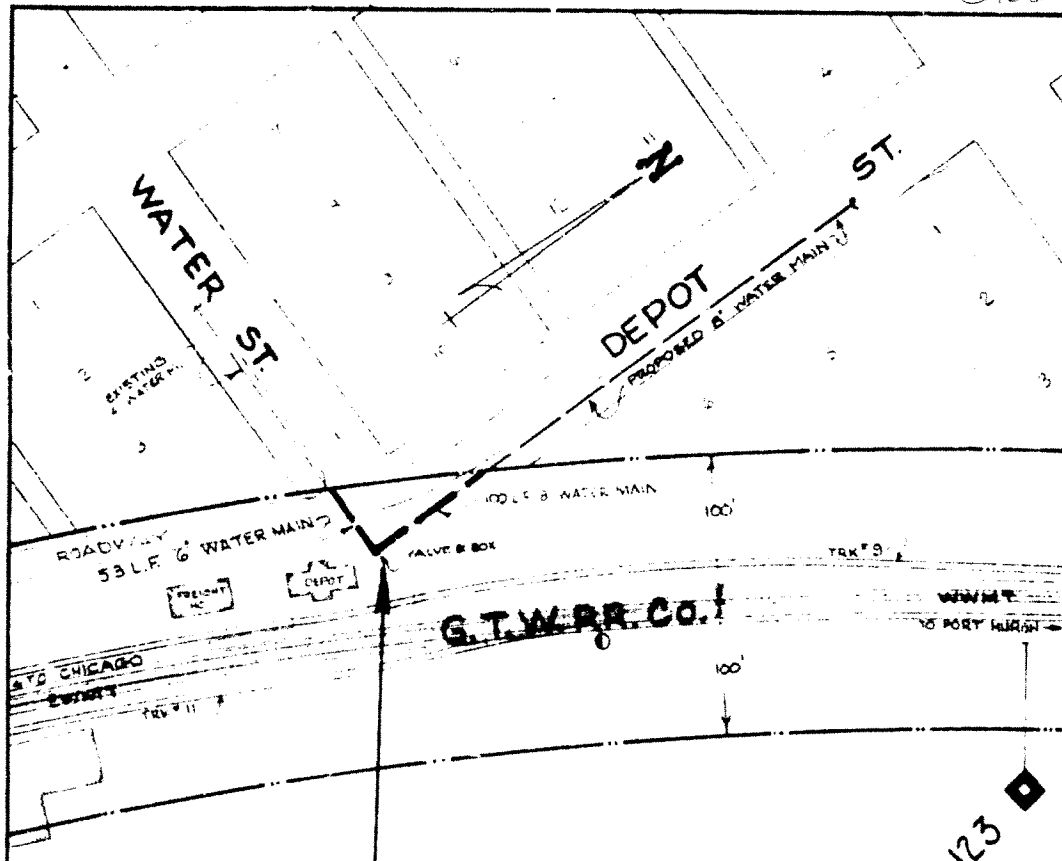
1-21-79

Ruth R. Stickney Notary Public,

19 Barrien, Acting in Cass County, Michigan.

This instrument prepared by:
Law Offices of DANIEL H. FRENCH
Michigan National Bank-Michiana
117 South Broadway
Cassopolis, Michigan 49031
Telephone: 445-2469

832-32



**R/O/W OCCUPATION
UNDER LICENSE**

53' L.F. 6" Cast Iron &
100' L.F. 8" Cast Iron Water Main
M.P. 122.91

RECORDED

1980 MAY -5 11:10:01

NOTED BY FIELD
CASSIOPOLIS

**GRAND TRUNK WESTERN
RAILROAD COMPANY**

Chicago DIVISION Co. Rend SUBDIVISION

CASSIOPOLIS

Cass County, Michigan

LICENSE

VILLAGE OF CASSIOPOLIS

OFFICE OF ENGINEER SURVEYS & CONSTRUCTION
BATTLE CREEK, MICHIGAN

PLAN NO L-5843 Feb. 8 1978

SCALE 1"=100' FILE NO 11-117

BOUNDARIES OF G. T. W. R. R. CO.

FACILITING UNDER LICENSE

LIBER 404 PAGE 1264

ENGINEER OF SURVEYS
AND CONSTRUCTION

GENERAL EASEMENT AND RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, That Community Mills, Inc., a
Michigan corporation, through its authorized officers, P. O. Box 157,
Cassopolis, Michigan 49031

(party) (parties) of the first part, for and in consideration of the sum of
One and 00/100—(\$ 1.00) and other good and valuable considerations
paid to (bick/kerk/ikem) (it) by the Village of Cassopolis

the second part, whose add is 139 North Broadway, Cassopolis, MI 49031, party of
does hereby convey, grant and release to said party of the second part a perm-
anent easement and right-of-way in which to construct, operate, maintain, repair and/
or replace drains, sewers, water lines or other public service facilities or any combin-
ation thereof, over, across, under and through the following parcels of land situated
in the Village of Cassopolis, Cass County, Michigan, and described as:

512-A
Beginning at a point on the west line of Section at a distance of 784 feet
South measured along said Section line from Northwest corner of SW 1/4 of
Section, thence North along said west Section line 234.11 feet, thence
Northeast along curve convex to South with radius of 2388.83 feet and whose
long chord makes an angle of 47°13' measured Northeasterly from said west
line of Section 129.76 feet, thence Southeasterly at angle of 88°57'
measured Southeasterly from said long chord produced Northeast 175.28 feet
to a point 20 feet measured at right angles from center line of Morr Branch
Main Track as now located, thence Southwesterly parallel to and 20 feet
distant from said center line on a curve convex to South with a radius of
2564.11 feet whose long chord makes an angle of 91°43' measured Northwesterly
from last named course produced Southeasterly 292.8 feet, more or less, to
point of beginning, and containing .86 acres of land, more or less. Section
36, Town 6 South, Range 15 West, Village of Cassopolis, Cass County, Michigan.
Said permanent easement is described as follows:

A 20.0 foot wide easement over and across the above description, the center
line of which is described as: Commencing at a point on the west line of
Section 36, Town 6 South, Range 15 West, which is 631.13 feet South from
the West one-quarter corner of said Section, thence North 58°59' East 275.78
feet, thence North 33°59' East 453.38 feet, thence North 55°03' East 211.2
feet, thence North 0°16'30" West 130 feet, more or less, to the south line
of Johnson Street and the point of ending.

Also a temporary construction easement and right-of-way

RECORDED
1980 SEP -8 PM 3:10
J. L. L. L. L.
RECORDS OF RECORDS
CASS COUNTY, MICHIGAN

It is understood that no buildings or construction of any kind or nature will be placed
upon the permanent right-of-way without the prior written consent of the party of the
second part.

Any existing buildings, structures or fences, the removal or demolition of which shall
be required for the reasonable exercise of the foregoing powers, shall be removed or
demolished at the expense of the party of the second part. This conveyance includes
a release of any and all claims to damage arising from or incidental to the exercise of
any of the foregoing powers, except that if the said premises shall be disturbed by
reason of the exercise of any of the foregoing powers, then said premises shall be re-
stored to its original condition by the party of the second part.

The receipt of the consideration set forth herein is hereby acknowledged
and IN WITNESS WHEREOF the undersigned have executed this instrument
this 6 day of September, 1980.

Witnessed:

COMMUNITY MILLS, INC.

Don McKenzie for Raymond McKenzie

By Raymond McKenzie
Raymond McKenzie
Its President

Daniel H. French for Raymond McKenzie

By Dean McKenzie
Dean McKenzie
Its Secretary

Dean McKenzie for Dean McKenzie

Daniel H. French for Dean McKenzie

STATE OF MICHIGAN

COUNTY OF CASS

ss.

On this 6th day of September, 1980, before me a notary public appeared
the abovenamed Raymond McKenzie and Dean McKenzie
who being by me duly sworn did each for himself say that they are the
officers of the corporation hereinabove named as set forth and that said
instrument was executed in behalf of said corporation by authority of
its Board of Directors; and said Raymond McKenzie, the
President of said corporation acknowledged said instrument to be the
free act and deed of said corporation.

Daniel H. French, Notary Public
County of Cass, State of Michigan
My Commission Expires: 3-22-81

This instrument prepared by:

Daniel H. French
Attorney at Law
Michigan National Bank Bldg.
117 S. Broadway
Cassopolis, MI 49031
Telephone: 445-2409

ASSIGNMENT OF GAS EASEMENT RIGHTS

MICHIGAN POWER COMPANY, (formerly Michigan Gas & Electric Company), a Michigan corporation, 100 Main Street, P. O. Box 367, Three Rivers. Michigan 49093, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby ASSIGNS AND CONVEYS to MICHIGAN GAS COMPANY, a Michigan corporation, its successors or assigns, 100 Main Street, Three Rivers, Michigan 49093, all of its right, title and interest, as Grantee in all gas easements and rights-of-way located in Cass County, Michigan, including, but not limited to the following as listed on Exhibit "A" attached hereto and incorporated herein by reference, and SUBJECT TO the terms thereof.

IN WITNESS WHEREOF, Michigan Power Company, a Michigan corporation, has caused this Assignment of Gas Easement Rights to be executed and its corporate seal to be hereunto affixed as of the 31st day of August, 1987.

Signed in the Presence of:

Lillian B. Masdea
Lillian B. Masdea

Louisa A. Zello
LOUISA A. ZELLO

MICHIGAN POWER COMPANY

by G. P. Maloney
G. P. Maloney
Its Vice President

by John F. Diloranzo
John F. Diloranzo
Its Secretary

(CORPORATE SEAL)

LIBER 472 PAGE 895

Page 1 of 2

Kelly M. Rao Co. 100 Bay 4th, Three Rivers

89 15 887 4413 NISC 166.88

RIGHT OF WAY CONVEYANCE OR GAS EASEMENT

18

(c) City (v) Village Township	CASS		COUNTY		Volume or Liber	Page	Brief Description
	Grantor	Date					
(v) Cass	Clifford E. and Clara Kloss	10/23/57	257	64			Lot 8
	Richard Rinehart	10/26/57	257	65			Lot 5, Blk 1
	Dr. Glenn I. and Irene O. Berry	11/ 4/57	257	68			Lots 6 & 7, Blk 1
	Wiley D. and Gertrude Daniels	11/ 4/57	257	66			Sec. 36
	Wiley D. and Gertrude Daniels	11/ 4/57	257	67			Sec. 36
	George E. and Mary Jane Gohn	11/11/57	257	77			Lot 6, Blk 1
	Althea Reames	9/19/58	262	103			Lot 5 & 6, Blk 2
	Rose McKibbin	10/ 3/58	264	123			Lot 4, Blk 2
	Richard and Vera Beardslee	10/ 3/58	264	125			Lot 6, Blk 3
	Ernest and Frances Shank	10/ 3/58	264	127			Lot 4 & 5, Blk 2
	John W. and Anna M. Cruse (c)	8/10/60	274	251			Lots 56, 42, 35, 28, & 21 of Bloodgood's Add.
	Village of Cassopolis (c)	12/23/60	279	1264			Sec. 25
	Harry W. and Laura E. Messenger	1/ 8/63	289	563			Sec. 26
	James Ivan and Edna Grady	11/24/64	299	674			Sec. 36
	Cass Co. Rd. Comm.	10/21/68	320	1235			Sec. 25
	Josephine Joyce	11/12/68	321	389			Sec. 25
	William W. Franklin and Katherine Franklin	10/17/69	326	0291			Lot 3 and North 1 rod Lot 4 West 30' of Lot Block 2
	Pleasant Court Apart- ments-Limited Partnership	3/15/82	419	709			Apartment Complex Sec. 35

LIBER 472 PAGE 908

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this 14th day of August, 1990, by and between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation, having its office at 1333 Brewery Park Boulevard, Detroit, Michigan 48207-2699, hereinafter referred to as "Lessor", and MSM ASSOCIATES, LIMITED PARTNERSHIP, a Delaware limited partnership, having its office at 5000 Plaza on the Lake, Suite 100, Austin, Texas 78746, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor and Mutual Signal Corp., a New York corp., entered into that certain Lease Agreement dated February 24, 1986 (hereinafter referred to as the "Lease Agreement") for a right-of-way for the installation, use and maintenance and operation therein of a telecommunications and transmission system on a portion of Lessor's railroad right-of-way; and

WHEREAS, the interest of Mutual Signal Corp. as lessee under the Lease Agreement has been assigned to Lessee; and

WHEREAS, Lessor and Lessee have entered into an amendment to the Lease Agreement, pursuant to which amendment Lessor has leased to Lessee an additional portion of Lessor's railroad right-of-way, which additional portion is more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises"); and

WHEREAS, the term of the Lease Agreement is a basic period of twenty (20) years and thereafter up to three (3) additional renewal terms of twenty (20) years each, at the option of Lessee;

NOW, THEREFORE, this Memorandum of Lease shall constitute a memorandum of the Lease Agreement covering the Leased Premises, all of the terms and conditions of which are hereby made a part hereof with the same force and effect as though fully set forth herein.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease to be executed on the day and year first above written.

WITNESSES:

Kathleen M. Berger
Kathleen M. Berger

T. J. Bigley
T. J. Bigley
STATE OF MICHIGAN
GASS COUNTY
RECEIVED FOR RECORD

GRAND TRUNK WESTERN RAILROAD COMPANY

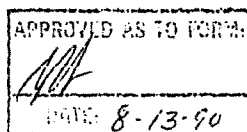
By: David L. Wilson

Its: Vice President, Operations

1990 AUG 20 AM 9 59

LIBER 507 PAGE 1219

Sally A. Frost
REGISTER OF DEEDS



Manager TJR
Property Management

08 20 090 8117 MISC 17.00

MSM ASSOCIATES, LIMITED PARTNERSHIP

By: MUTUAL SIGNAL CORPORATION OF
MICHIGAN, its general partner

By: John J. Willingham
Its: JOHN J. WILLINGHAM

Lori Chase
Tensie Bandt
TENSIE BANDT

STATE OF MICHIGAN)

) ss

COUNTY OF WAYNE)

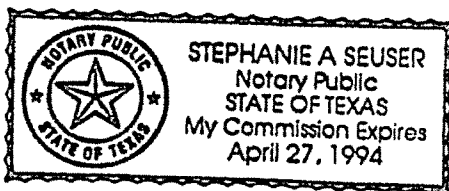
The foregoing instrument was acknowledged before me this 14th day of August, 1990, by DAVID L. WILSON, the V.P. Operations of Grand Trunk Western Railroad Company, a MICHIGAN corporation, on behalf of said corporation.

Thomas J. Rigley
Notary Public
County, _____
My commission expires: _____

THOMAS J. RIGLEY
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
ACTING IN WAYNE COUNTY
MY COMMISSION EXPIRES 12-14-93

STATE OF TEXAS)
COUNTY OF Travis) ss

The foregoing instrument was acknowledged before me this 9th day of August, 1990, by John J. Willingham, the Vice President of Mutual Signal Corporation of Michigan, a New York corporation, which is the general partner of MSM Associates, Limited Partnership, a Delaware limited partnership, on behalf of said limited partnership.



Stephanie A. Seuser
Notary Public
County, TRAVIS
My commission expires: 4/27/94

Drafted by and when
recorded return to:

Phyllis G. Rozof
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226
(313) 256-7628

A2996g

EXHIBIT A

That portion of the following described Right-of-Way (as defined in the Lease Agreement) on which the System (as defined in the Lease Agreement) is or will be so located pursuant to the terms and conditions of the Lease Agreement:

[See legal description of said Right-of-Way
on attached four pages.]

A2996g/A

**DESCRIPTION OF A PORTION OF THE RIGHT-OF-WAY OF THE
GRAND TRUNK WESTERN RAILROAD COMPANY
CHICAGO, ILLINOIS TO PORT HURON, MICHIGAN ROUTE
KALAMAZOO COUNTY, MICHIGAN**

Part of the right-of-way of the Chicago, Illinois to Port Huron, Michigan route of the Grand Trunk Western Railroad Company lying within Kalamazoo County, Michigan more fully described as follows:

A strip of land of varying widths, beginning at the SLY line of Section 32, T4S, R12W, at Grand Trunk Railroad Mile Post 140.7, South Bend Subdivision; thence in a general NLY and ELY direction through the SW 1/4, SE 1/4 and NE 1/4 Section 32; the NW 1/4 and NE 1/4 of Section 33; the SE 1/4 of Section 28; the SW 1/4, SE 1/4 and NE 1/4 of Section 27; the NW 1/4 and NE 1/4 of Section 26; NW 1/4 of Section 25; the SW 1/4 and SE 1/4 of Section 24, all in T4S, R12W; thence continuing through the SW 1/4, NW 1/4 and NE 1/4 of Section 19; the NW 1/4 and NE 1/4 of Section 20; the NW 1/4 and NE 1/4 of Section 21; the NW 1/4 and NE 1/4 of Section 22; the NW 1/4 of Section 23; the SW 1/4 and SE 1/4 of Section 14; the SW 1/4, SE 1/4 and NE 1/4 of Section 13, all in T4S, R11W; thence continuing through the NW 1/4 of Section 18; the SW 1/4, SE 1/4 and NE 1/4 of Section 7; the NW 1/4 of Section 8; the SW 1/4, SE 1/4 and NE 1/4 of Section 5; the NW 1/4 of Section 4, all in T4S, R10W; thence continuing through the SW 1/4 and SE 1/4 of Section 33; the SW 1/4, and NW 1/4 of Section 34, all in T3S, R10W and ending in the NW 1/4 of Section 34 at the intersection of the Grand Trunk Western Railroad Company Pavillion to Kalamazoo route, at Grand Trunk Railroad Mile Post 156.8, South Bend Subdivision, for a total distance of 16.1 miles in Kalamazoo County.

**DESCRIPTION OF THE RIGHT-OF-WAY OF THE
GRAND TRUNK WESTERN RAILROAD COMPANY
CHICAGO, ILLINOIS TO PORT HURON, MICHIGAN ROUTE
CASS COUNTY, MICHIGAN**

All that part of the right-of-way of the Chicago, Illinois to Port Huron, Michigan route of the Grand Trunk Western Railroad Company lying within Cass County, Michigan, more fully described as follows:

A strip of land of varying widths, beginning at the SLY line of Section 24, T8S, R16W, at Grand Trunk Railroad Mile Post 111.3, South Bend Subdivision; thence in a general NLY and ELY direction through the E 1/2 of Section 24, T8S, R16W; thence continuing through the W 1/2 of Section 19; the SW 1/4, NW 1/4 and NE 1/4 of Section 18; the SE 1/4 of Section 7; the SW 1/4 and NW 1/4 of Section 8; the SW 1/4, SE 1/4 and NE 1/4 of Section 5, all in T8S, R15W; thence continuing through the SE 1/4 and NE 1/4 of Section 32; the NW 1/4 of Section 33; the SW 1/4, NW 1/4 and NE 1/4 of Section 28; the SE 1/4 and NE 1/4 of Section 21; the NW 1/4 of Section 22; the SW 1/4, SE 1/4 and NE 1/4 of Section 15; the SE 1/4 of Section 10; the SW 1/4, NW 1/4 and NE 1/4 of Section 11; the SE 1/4 and NE 1/4 of Section 2, all in T7S, R15W; thence continuing through the SE 1/4 of Section 35; the SW 1/4 NW 1/4 and NE 1/4 of Section 36; the SW 1/4 and SE 1/4 of Section 25, all in T6S, R15W; thence continuing through the SW 1/4, NW 1/4 and NE 1/4 of 30; the SE 1/4 of Section 19; the NW 1/4 of Section 29; the SW 1/4, SE 1/4 and NE 1/4 of Section 20; the NW 1/4 of Section 21; the SW 1/4 and SE 1/4 of Section 16; the SW 1/4, NW 1/4 and NE 1/4 of Section 15; the SE 1/4 of Section 10; the SW 1/4, NW 1/4 and NE 1/4 of Section 11; the SE 1/4 of Section 2; the SW 1/4, NW 1/4 and NE 1/4 of Section 1, all in T6S, R14W; thence continuing through the SE 1/4 of Section 36, T5S, R14W; thence continuing through the SW 1/4, NW 1/4 and NE 1/4 of Section 31; the SE 1/4 of Section 30; the SW 1/4, NW 1/4, SE 1/4 and NE 1/4 of Section 29; the NW 1/4 of Section 28; the SW 1/4, SE 1/4 and NE 1/4 of Section 21; the NW 1/4 of Section 22; the SW 1/4 and SE 1/4 of Section 15; the SW 1/4, NW 1/4 and NE 1/4 of Section 14; the SE 1/4 of Section 11; the SW 1/4, NW 1/4 and NE 1/4 of Section 12, all in T5S, R13W and ending at the ELY line of Section 12, at Grand Trunk Railroad Mile Post 139.0, South Bend Subdivision, for a total distance of 27.7 miles in Cass County, Michigan.

GRAND TRUNK WESTERN RAILROAD COMPANY
CHICAGO, ILLINOIS TO PORT HURON, MICHIGAN ROUTE
ST. JOSEPH COUNTY, MICHIGAN

Part of the right-of-way of the Chicago, Illinois to Port Huron, Michigan route of the Grand Trunk Western Railroad Company lying within St. Joseph County, Michigan, more fully described as follows:

A strip of land of varying widths, beginning at the WLY line of Section 7, T5S, R12W, at Grand Trunk Railroad Mile Post 139.0, South Bend Subdivision; thence in a general NLY and ELY direction through the NW 1/4 of Section 7 the SW 1/4, SE 1/4 and NE 1/4 of Section 6; the NW 1/4 of Section 3, all in T5S, R12W and ending at the NLY line of Section 5, at Grand Trunk Railroad Mile Post 140.7, South Bend Subdivision, for a total distance of 1.7 miles in St. Joseph County, Michigan.

A4561g

APRIL 11, 1990

**DESCRIPTION OF A PORTION OF THE RIGHT-OF-WAY
GRAND TRUNK WESTERN RAILROAD COMPANY
CHICAGO, ILLINOIS TO PORT HURON, MICHIGAN ROUTE
ST JOSEPH COUNTY, INDIANA**

Part of the right-of-way of the Chicago, Illinois to Port Huron, Michigan route of the Grand Trunk Western Railroad Company lying within St. Joseph County, Indiana, more fully described as follows:

A strip of land of varying widths, beginning at the NELY line of Conrail right-of-way in the NE 1/4 of Section 13, T37N, R2E, City of South Bend, at Grand Trunk Railroad Mile Post 101.1, South Bend Subdivision; thence in a general NLY and ELY direction through the NE 1/4 of Section 13, T37N, R2E; thence continuing through the NW 1/4 of Section 18; the SW 1/4 and SE 1/4 of Section 7; the SW 1/4 and SE 1/4 of Section 8; the SW 1/4 and SE 1/4 of Section 9; the SW 1/4 and NW 1/4 of Section 10; the SW 1/4, SE 1/4 and NE 1/4 of Section 3 and the NW 1/4 of Section 2, all in T37N, R3E; thence continuing through the SW 1/4, NW 1/4 and NE 1/4 of Section 35; the SE 1/4, NE 1/4 of Section 26; the NW 1/4 of Section 25; the SW 1/4, NW 1/4 and NE 1/4 of Section 24; the SE 1/4 and NE 1/4 of Section 13, all in T38N, R3E; thence continuing through the NW 1/4 of Section 18; the SW 1/4, NW 1/4 and NE 1/4 of Section 7, all in T38N, R4E, and ending at the NLY line of Section 7, at Grand Trunk Railroad Mile Post 111.3, South Bend Subdivision, for a total distance of approximately 10.2 miles in St. Joseph County, Indiana.

MEMORANDUM OF RIGHT-OF-WAY OCCUPANCY AGREEMENT

THIS AGREEMENT, made as of the 1st day of July, 1991, by and between US Sprint Communications Company Limited Partnership, a Delaware limited partnership, its successors, assigns, lessees and agents, 8140 Ward Parkway, Kansas City, Missouri 64112, hereinafter referred to as "US Sprint", and the Grand Trunk Western Railroad Company, a Michigan corporation, 1333 Brewery Park Boulevard, Detroit, Michigan 48207, hereinafter referred to as "Railroad".

WHEREAS, US Sprint and Railroad entered into certain Agreement, hereafter called the "Agreement" dated April 1, 1985 in which Railroad granted to US Sprint the right to construct, install, operate, maintain, modify, replace and remove a communications transmission system over certain of Railroad's South Bend subdivision track beginning at the Southern boundary line of Cass County, MI and continuing in a generally Northeasterly direction to it's terminus at the Eastern boundary line of Cass County, MI as shown and legally described on Exhibit A, attached hereto and by this reference made a part hereof.

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual covenants and agreements herein, each given in consideration of the other, and the sum of Ten Dollars (\$10.00) in hand and paid by each party to the other, the receipt of which by each is hereby acknowledged, the parties hereby expressly agree as follows:

The Railroad and US Sprint wish to formalize, record and give notice to the general public of such occupancy where specific segments of the telecommunications system are located in the County of Cass, State of Michigan, between railroad Mile Post 111.31 and railroad Mile Post 139.02. However, this agreement shall not in any way be construed to amend or modify the terms of the underlying agreement dated April 1, 1985.

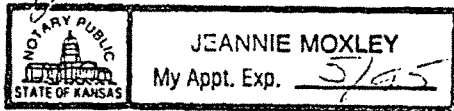
TO HAVE AND TO HOLD this grant for an initial term of twenty (20) years extending and running through April 1, 2005 with Grantee retaining the right to extend thereafter for three (3) additional successive terms of twenty (20) years each by exercising such in accordance to the terms provided for in the April 1, 1985 agreement.

LIBER 519 PAGE 1135

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said County, personally appeared, James B. Farris, known to me to be the person who is Director, Contract and Real Property Administration, of US Sprint Communications Company Limited Partnership, doing business in the state of Illinois under the assumed name US Sprint Communications Limited Partnership, a Delaware limited partnership, which executed the foregoing instrument, who signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said partnership as such Director; that the same is his free act and deed as such Director, and the free act and deed of said partnership and within his authority delegated by the Board of Directors.

In testimony whereof, I have hereunto subscribed by name, and affixed my official seal at Kansas City, Kansas, this 18 day of April, 1991.



Jeannie Moxley
NOTARY PUBLIC

My Commission Expires: 5/95

This instrument was prepared by US Sprint Communications Limited Partnership, a Delaware limited partnership, 8140 Ward Parkway, Kansas City, Missouri 64112.

EXHIBIT "A"

Cass County, State of Michigan:

Township 8 South, Range 16 West;

SE 1/4 of Section 24

Township 8 South, Range 15 West;

NW 1/4 of Section 19

SW 1/4 and NW 1/4 and NE 1/4 of Section 18

SE 1/4 of Section 7

SW 1/4 and NW 1/4 of Section 8

SW 1/4 and SE 1/4 and NE 1/4 of Section 5

Township 7 South, Range 15 West;

SE 1/4 and NE 1/4 of Section 32

NW 1/4 of Section 33

SW 1/4 and NW 1/4 and NE 1/4 of Section 28

SE 1/4 and NE 1/4 of Section 21

NW 1/4 of Section 22

SW 1/4 and SE 1/4 and NE 1/4 of Section 15

SE 1/4 of Section 10

SW 1/4 and NW 1/4 and NE 1/4 of Section 11

SE 1/4 and NE 1/4 of Section 2

Township 6 South, Range 15 West;

SE 1/4 of Section 35

SW 1/4 and NW 1/4 and NE 1/4 of Section 36

SW 1/4 and SE 1/4 of Section 25

Township 6 South, Range 14 West;

SW 1/4 and NW 1/4 and NE 1/4 of Section 30

SE 1/4 of Section 19

NW 1/4 of Section 29

SW 1/4 and SE 1/4 and NE 1/4 of Section 20

NW 1/4 of Section 21

SW 1/4 and SE 1/4 of Section 16

SW 1/4 and NW 1/4 and NE 1/4 of Section 15

SE 1/4 of Section 10

SW 1/4 and NW 1/4 and NE 1/4 of Section 11

SE 1/4 of Section 2

SW 1/4 and NW 1/4 and NE 1/4 of Section 1

Township 5 South, Range 14 West;

SE 1/4 of Section 36

Township 5 South, Range 13 West;

SW 1/4 and NW 1/4 and NE 1/4 of Section 31
SE 1/4 of Section 30
Section 29
NW 1/4 of Section 28
SW 1/4 and SE 1/4 and NE 1/4 of Section 21
NW 1/4 of Section 22
SW 1/4 and SE 1/4 of Section 15
SW 1/4 and NW 1/4 and NE 1/4 of Section 14
SE 1/4 of Section 11
SW 1/4 and NW 1/4 and NE 1/4 of Section 12

STATE OF MICHIGAN
CLATS COUNTY
RECEIVED FOR RECORD
1891 AUG 6 AM 10 26
Handy D. Stewart
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS: That Grand Trunk Western Railroad Incorporated (successor to the Grand Trunk Western Railroad Company), a Delaware corporation ("Grantor")

whose address is 1333 Brewery Park Boulevard, Detroit, MI 48207-2699

conveys and warrants to Community Mills, Inc., a Michigan corporation ("Grantee")

whose address is Railroad Street, P.O. Box 157, Cassopolis, Michigan 49031

the following described premises in the Village of Cassopolis, County of Cass and State of Michigan, to-wit:

That part of the West half of Section 36, Township 6 South, Range 15 West, described as:

Beginning at a masonry nail on the West line of the Southwest quarter of said Section 36, Township 6 South, Range 15 West, said nail being South 0 degrees East, a distance of 784.73 feet from the Northwest corner of the Southwest quarter of said Section 36; thence Northeastwardly along a curve to the left (R = 2777.85 feet) concentric with and 120 feet Northwest of the Southerly right-of-way line of the old MCRR, a distance of 294.96 feet (chord: North 48 degrees 20 minutes 30 seconds East - 294.82 feet) to an iron stake; thence North 44 degrees 20 minutes 30 seconds West, a distance of 180 feet to an iron stake on the Northwest right-of-way line of said MCRR; thence Northeastwardly along a curve to the left (R = 2597.85 feet) a distance of 128.83 feet (chord: North 43 degrees 51 minutes 15 seconds East - 128.82 feet) to an iron stake at the point of tangency of said curve; thence North 41 degrees 26 minutes East along the Northwest right-of-way line of said MCRR, a distance of 478.51 feet to an iron stake on the North line of the Southwest quarter of said Section 36, said stake being 500.38 feet East of the Northwest corner of the Southwest quarter of said Section 36; thence South 89 degrees 02 minutes 30 seconds East along the North line of the Southwest quarter of said Section 36, a distance of 257.76 feet to an iron stake, said stake being 33 feet Northwest (measured at right angles) of the centerline of said railroad track; thence South 23 degrees 39 minutes 30 seconds West, parallel with said railroad track, a distance of 339.65 feet to an iron stake on the Southeast right-of-way line of said MCRR; thence South 41 degrees 26 minutes West along the Southeast right-of-way line of said MCRR, a distance of 327.70 feet to an iron stake marking the point of curvature of a curve to the right; thence Southwestwardly along said curve to the right (R = 2897.85 feet) a distance of 547.30 feet (chord: South 47 degrees 50 minutes 40 seconds West - 546.49 feet) to a nail on the West line of the Southwest quarter of said Section 36; thence North 0 degrees East along the West line of the Southwest quarter of said Section 36, a distance of 151.61 feet to the place of beginning.

for the full consideration of One Dollar (\$1.00) and other good and valuable consideration

subject to the building and use restrictions of record.

It is agreed that Grantee will, at its sole cost and expense, install and thereafter maintain a six (6) foot high chain link fence on the adjacent to Grand Trunk Western Railroad Incorporated's railroad right-of-way

STATE OF MICHIGAN
COUNTY OF CASS

Recorded

12-23-1996 08:30:00

Dated: December 19, 1996

Witnesses:

Signed and Sealed:

Ann L. Simmons
REGISTER OF DEEDS

Kevin M. Stanko
Kevin M. Stanko

Robert Malone
Robert Malone

Kimberly L. Jarvis
Kimberly L. Jarvis

I certify that, as to the funds herein described, no Manager, Land Sales, neither the state nor any person holds a tax title or lien, and that all taxes levied for the five calendar years preceding the date of this instrument have been paid, except that if checked here ☒ this certificate does not cover taxes for the most recent year because the delinquent tax roll for same is not file. Corporate Secretary

State of Michigan

County of Wayne

John A. Ponitz
John A. Ponitz
CASS COUNTY TREASURER
Dated 12-23-96

The foregoing instrument was acknowledged before me on December 19, 1996 by Robert Malone, manager, Land Sales and John Ponitz, Secretary of Grant Trunk Western Railroad Incorporated, a Delaware corporation on behalf of said corporation.

Kevin M. Stanko
KEVIN M. STANKO
Notary Public, Oakland County, MI
My Commission Expires May 8, 1998

Instrument Drafted by: Kevin M. Stanko, Esq.

Business Address: 1333 Brewery Park Blvd., Detroit MI 48207-2699

County Treasurer's Certificate

City Treasurer's Certificate

Recording Fee _____

When recorded return to: Grantee

State Transfer Tax _____

Tax Parcel No: _____

Send subsequent tax bills to: Grantee

ASSIGNMENT AND ASSUMPTION

For value received, the receipt and sufficiency of which is hereby acknowledged, the Grand Trunk Western Railroad Incorporated, f/k/a as Grand Trunk Western Railroad Company, hereby transfers and assigns to Community Mills, Inc. on this 19th day of December, 1996, all right, title and interest in and to any and all licenses affecting the premises described in the attached Exhibit A, including but not limited to those between Grand Trunk Western Railroad Company and Michigan Power Company, Village of Cassopolis, Michigan Gas Company and Indiana and Michigan Electric Company.

The undersigned hereby accepts said licenses by assignment, hereby agrees to each and all of the terms, covenants and conditions therein named, the same as if they were made directly with Community Mills, Inc. and further agrees to assume any unfulfilled obligations under said licenses.

WITNESSES:

Peter M. Karlewicz
Peter M. Karlewicz

Lori A. Ruff
Lori A. Ruff

Community Mills, Inc.

By: Dean McKenzie
Its: President

Grand Trunk Western Railroad,
Incorporated

By: Robert Malone
Its: Land Sales Manager

STATE OF MICHIGAN)
COUNTY OF C A S S)ss.

Subscribed and sworn to before me this 20th day of December, 1996 by Dean McKenzie, President of Community Mills, Inc., on behalf of Community Mills, Inc.

Lori A. Ruff
Lori A. Ruff, Notary Public
Cass County, Michigan
My Commission Expires: 3/20/2001

RI64250-1

Liber 00626 Page 0551

Exhibit

EXHIBIT A

That part of the West half of Section 36, Township 6 South, Range 15 West, described as:

Beginning at a masonry nail on the West line of the Southwest quarter of said Section 36, Township 6 South, Range 15 West, said nail being South 0 degrees East, a distance of 784.73 feet from the Northwest corner of the Southwest quarter of said Section 36; thence Northeastwardly along a curve to the left (R = 2777.85 feet) concentric with and 120 feet Northwesternly of the Southerly right-of-way line of the old MCRR, a distance of 294.96 feet (chord: North 48 degrees 20 minutes 30 seconds East - 294.82 feet) to an iron stake; thence North 44 degrees 20 minutes 30 seconds West, a distance of 180 feet to an iron stake on the Northwesternly right-of-way line of said MCRR; thence Northeastwardly along a curve to the left (R = 2597.85 feet) a distance of 128.83 feet (chord: North 43 degrees 51 minutes 15 seconds East - 128.82 feet) to an iron stake at the point of tangency of said curve; thence North 41 degrees 26 minutes East along the Northwesternly right-of-way line of said MCRR, a distance of 478.51 feet to an iron stake on the North line of the Southwest quarter of said Section 36, said stake being 500.38 feet East of the Northwest corner of the Southwest quarter of said Section 36; thence South 89 degrees 02 minutes 30 seconds East along the North line of the Southwest quarter of said Section 36, a distance of 257.76 feet to an iron stake, said stake being 33 feet Northwesternly (measured at right angles) of the centerline of said railroad track; thence South 23 degrees 39 minutes 30 seconds West, parallel with said railroad track, a distance of 339.65 feet to an iron stake on the Southeasterly right-of-way line of said MCRR; thence South 41 degrees 26 minutes West along the Southeasterly right-of-way line of said MCRR, a distance of 327.70 feet to an iron stake marking the point of curvature of a curve to the right; thence Southwestwardly along said curve to the right (R = 2897.85 feet) a distance of 547.30 feet (chord: South 47 degrees 50 minutes 40 seconds West - 546.49 feet) to a nail on the West line of the Southwest quarter of said Section 36; thence North 0 degrees East along the West line of the Southwest quarter of said Section 36, a distance of 151.61 feet to the place of beginning.

STATE OF MICHIGAN
COUNTY OF CASS
Recorded

01-21-1997 08:48:30

Ann L. Simmons
REGISTER OF DEEDS

RI54250-1

Liber 00626 Page 0552

ASSIGNMENT AND ASSUMPTION

For value received, the receipt and sufficiency of which is hereby acknowledged, the Grand Trunk Western Railroad Incorporated, d/b/a as Grand Trunk Western Railroad Company, hereby transfers and assigns to Community Mills, Inc. on this 19th day of December, 1996, all right, title and interest in and to the license dated February 21, 1978 between Grand Trunk Western Railroad Company and the Village of Cassopolis for an underground storage facility as described in the attached Exhibit A.

The undersigned hereby accepts said license by assignment, hereby agrees to each and all of the terms, covenants and conditions therein named, the same as if they were made directly with Community Mills, Inc. and further agrees to assume any unfulfilled obligations under said license.

WITNESSES:

Community Mills, Inc.

Peter M. Karlowicz
Peter M. Karlowicz

By: Dean McKenzie
Its: President

Lori A. Ruff
Lori A. Ruff

Grand Trunk Western Railroad,
Incorporated

By: Robert Malone
Its: Land Sales Manager

STATE OF MICHIGAN)
COUNTY OF CASS S)ss.

Subscribed and sworn to before me this 20th day of December, 1996 by Dean McKenzie, President of Community Mills, Inc., on behalf of Community Mills, Inc.

Lori A. Ruff
Lori A. Ruff, Notary Public
Cass County, Michigan
My Commission Expires: 3/20/2001

STATE OF MICHIGAN
COUNTY OF CASS
Recorded

01-21-1997 03:49:00

Ann L. Simmons
REGISTER OF DEEDS

K164300-1

Liber 00626 Page 0553

UNDERGROUND FACILITY

MEMORANDUM OF LICENSE AND AGREEMENT, effective the 21st day of February, 1978,
by and between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation,
hereinafter called the "Licensor," of the first part, and VILLAGE OF CASSOPOLIS, a Municipal Corporation -
Cassopolis, Michigan
hereinafter called the "Licensee," of the second part.

WHEREAS, the Licensee desires permission to install, maintain and use 732 linear feet of 8-inch
cast iron water main and (1) hydrant (Average depth of 5'6" below ground)

upon, along and (or) across and underneath the surface of the premises and right of way of the Licensor at
Cassopolis (M.P. 122.49 to 122.62), County of Cass
State of Michigan, at the location hereinafter described, and

WHEREAS, the Licensor is willing to grant the Licensee such permission upon the terms and conditions
hereinafter contained;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Licensor will permit the Licensee, upon the terms and conditions hereinafter set forth, and not other-
wise, to install, maintain and use the facilities aforesaid at the point, County and State aforesaid, and in the
location indicated on the attached blue-print which is hereby made a part
hereof. Plan L-5842

2. Said facilities shall be installed, maintained, renewed, repaired and removed by the Licensee at its sole
cost and expense, and shall be installed at a depth of not less than feet below the base of
the rails of the Licensor's tracks, and shall be provided with such appliances for safety as are usual and proper
in such cases.

3. All work herein contemplated to be done by the Licensee shall be done, and the said facilities shall be
maintained in a perfect condition of repair, to the entire satisfaction of the Chief Engineer of the Licensor, and
when any work hereunder is completed, the Licensor's property and right of way will be left in a neat, smooth
and level condition.

4. If at any time the Licensor shall change the present grade of its track or tracks over said facilities hereby
licensed, or make any other changes or additions to its tracks or facilities at said point, which it hereby reserves
the right to do, the Licensee, at its own expense, agrees to lower said facilities so that said facilities shall always be
maintained not less than the required depth below the base of the rails of said tracks, or to remove the same, or to
perform any other work made necessary by reason of such changes or additions and so that said facilities will not
interfere with the full use by the Licensor of its property and right of way at said point.

5. No work of installing, maintaining, repairing or removing said facilities shall be done until the Licensor
shall have had sufficient prior notice of at least forty-eight (48) hours to send its inspector to the place where said
work is to be performed, under whose inspection all such work shall be done at any and all times when deemed
necessary by the Licensor, provided, however, that in case of emergency arising out of breaks in said facilities
any necessary repairs may be made without the necessity of the notice above provided for but on the express
understanding that immediate notice of such emergency shall be given to the Licensor and that all such repairs so
made shall be subject to the approval and acceptance of the Superintendent of the Licensor in charge of that
territory, and on the further understanding that the lines of railroad of the Licensor at all times shall be kept
open for traffic, and the Licensee will pay to the Licensor the entire cost and expense incurred by the Licensor in
caring for, protecting and supporting its track or tracks during the performance of any work herein contemplated,
and all other expenses necessarily incurred by the Licensor on account of the installation, maintenance, renewal,
repair, or use of said facilities, or the removal of the same from the right of way and premises of the Licensor.

*Seventy-two (72) hours' advance notice (excluding Saturdays, Sundays and Holidays)
6. It is agreed that if the Licensee has the work herein provided for performed by a contractor, that the
dealings of the contractor with the Licensor shall be handled through the Licensee and not directly with the
Licensor and that any contract made with a contractor relative to said work shall be subject to all the terms of this
license and agreement.

7. The Licensee assumes and will bear and pay all loss, injury or damage to person or property of the
Licensor, employees of the Licensor, Licensee, employees of the Licensee, or third parties, which may result
from, grow out of, or be attributable to any cause whatsoever in connection with the permit herein given, or arising
from breaks in said facilities as a result of either the weight of or vibration or derailment of passing trains, cars or
engines on the track or tracks of the Licensor, or otherwise, or arising from installing, maintaining, repairing,
renewing or removing said facilities, or from a failure to maintain, repair and renew the same, and the Licensee
hereby undertakes and agrees to indemnify and save the Licensor harmless of and from all responsibility and
liability so assumed by it, the Licensee, and from all costs and expense arising from, growing out of, or in any man-
ner attributed thereto, whether caused by the negligence of the Licensor, its agents, employees, or otherwise.
The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for such
loss, injury or damage, the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its
sole cost and expense and without expense to the Licensor, and will pay any judgment rendered therein together
with costs of court.

Libel 00626 Page 0554

EXHIBIT "A"

8. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon sixty (60) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner at Detroit, Michigan, who, it is understood, constitutes its agent for such purpose.

9. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said facilities and its other material from the land of the Licensor, leaving the Licensor's premises in a neat, clean and level condition. If the Licensee shall fail so to do within twenty (20) days after the cancellation or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered. ten-year period

10. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the first year or fraction thereof, the sum of ONE HUNDRED SIXTY (\$160.00) DOLLARS and for each additional ten-year period or fraction thereof TEN (\$10.00) DOLLARS per annum thereafter, annually, in advance, the sum of

11. This license and agreement shall inure to the benefit of, and be binding upon the successors, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the within license, effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

James A. Canavan

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan Corporation

BY F. J. Sumner
Its Manager of Real Estate & Tax

VILLAGE OF CASSOPOLIS,
a Municipal Corporation

BY James A. Canavan
Its Mayor

16428
LICENSE

FROM

G.T.W.

(CH1. DIV. SO. BEND SUB.)

TO

VILLAGE OF CASSOPOLIS

FOR

8" cast iron water main and hydrant

AT

Cassopolis, MI (MP 122.49 to 122.62)

Due February 21, 1978

Expires 60 days' notice

Reinst \$160. 1st 10 yr. \$10. ea. add'l 10 yr. or frac. thereof

00626 0556

**R/O/W OCCUPATION
UNDER LICENSE**

732 LF. OF 6" CAST IRON
WATER MAIN & ONE HYDRANT
AV. DEPTH OF 5'-6" BELOW GROUND
M.P. 122.49 TO M.P. 122.62

O'KEEFE (M-62) S.T.

COMMUNITY
MILLS
INC.

PROPOSED 8" WATER MAIN

ELEVATOR

**GRAND TRUNK WESTERN
RAILROAD COMPANY**

Chicago DIVISION So. Bend SUBDIVISION

CASSOPOLIS

Cass County, Michigan

LICENSE

VILLAGE OF CASSOPOLIS

OFFICE OF ENGINEER SURVEYS & CONSTRUCTION
BATTLE CREEK, MICHIGAN

PLAN NO. L-5942 Feb. 8, 1978

SCALE 1"=100' FILE NO. 11-119

BOUNDARIES OF G. T. W. R. R. CO.
FACILITIES UNDER LICENSE

A. D. Smith
ENGINEER OF SURVEYS
AND CONSTRUCTION

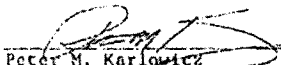
ASSIGNMENT AND ASSUMPTION

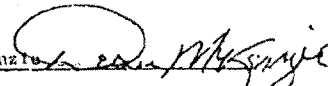
For value received, the receipt and sufficiency of which is hereby acknowledged, the Grand Trunk Western Railroad Incorporated, (k/a as Grand Trunk Western Railroad Company, hereby transfers and assigns to Community Mills, Inc. on this 19th day of December, 1996, all right, title and interest in and to the license dated December 5, 1961 between Grand Trunk Western Railroad Company and Indiana and Michigan Electric Company for overhead wires as described more fully in the attached Exhibit A.

The undersigned hereby accepts said license by assignment, hereby agrees to each and all of the terms, covenants and conditions therein named, the same as if they were made directly with Community Mills, Inc. and further agrees to assume any unfulfilled obligations under said license.

WITNESSES:

Community Mills, Inc.


Peter M. Karlowicz

By: 
Its: President

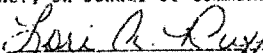

Lori A. Ruff

Grand Trunk Western Railroad,
Incorporated

By: 
Robert Malone
Its: Land Sales Manager

STATE OF MICHIGAN)
COUNTY OF C A S S)ss.

Subscribed and sworn to before me this 20th day of December, 1996 by Dean McKenzie, President of Community Mills, Inc., on behalf of Community Mills, Inc.


Lori A. Ruff, Notary Public
Cass County, Michigan
My Commission Expires: 3/20/2001

STATE OF MICHIGAN
COUNTY OF CASS
Recorded

01-21-1997 03:49:40

Ann L. Simmons
REGISTER OF DEEDS

Liber 00626 Page 0557

11164397-1

EXHIBIT A
OVERHEAD WIRES

Form G. E. R. 2971
1-32-35

THIS LICENSE, effective the 5th day of December, 1961.

WITNESSETH:

That the GRAND TRUNK RAILROAD COMPANY, hereinafter called the "Licensor," licenses and permits the INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation, 220-222 West Colfax Avenue, South Bend 22, Indiana, hereinafter called the "Licensee," to install, maintain and use a power line consisting of 6 poles, 2 down guy wires and anchors, 3 #410 wires, carrying 66,000 volts, and one lightning wire, with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Gascoopolis in the County of Cass, State of Michigan, the particular character and location of said facilities hereby licensed being indicated on the attached Plan L-3952 which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 33 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. In case of any inductive interference with the telegraph or telephone wires of the Licensor, or in case of any interference in any way with the disintance, operation or use by the Licensor of its right of way, tracks, structures, or other property, or property in its care, resulting from the power line, poles and towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged by reason of the installation, maintenance, repair, renewal or removal of the facilities hereby licensed, or by reason of the sagging or breaking of said power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said injury or damage the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its sole cost and expense and without expense to the Licensor and will pay any judgment rendered therein together with costs of court.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon sixty (60) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, who, it is understood, constitutes its agent for such purpose, and provided, further, that the Licensor may at any time designate another agent for such purpose.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line and its other facilities hereby licensed, from the land of the Licensor, leaving the Licensor's premises in a neat, clean and level condition. If the Licensee shall fail so to do within twenty (20) days after the cancellation or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

Libor 00626 Page 0558

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the first year of the continuation of this license, the sum of SIXTY (60.00) DOLLARS and thereafter, annually, in advance, the sum of THIRTY-FIVE (35.00) DOLLARS per annum.

APPROVED
J. H. S.
Scribner & Co. Inc.
Scribner & Co. Inc.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

APPROVED
Scribner & Co. Inc.
Scribner & Co. Inc.

9. This License Agreement cancels and supersedes license dated April 1, 1951 with Licensee.

APPROVED
Scribner & Co. Inc.
Scribner & Co. Inc.

IN WITNESS WHEREOF, the parties hereto have executed the within license, effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

INDIAN & MICHIGAN RAILROAD COMPANY -

BY Its Real Estate & Tax Commissioner

INDIAN & MICHIGAN RAILROAD COMPANY -
an Indiana corporation -

BY Its

LICENSE

FROM

TO

FOR

AT

Date

Expires

Rental



UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JAMES COGHLAN, et al.,

Plaintiffs,

v.

Case No. 11-11563

SPRINT COMMUNICATIONS COMPANY
L.P., et al.,

Defendants.

88046 Pages: 16 L: 1060 P: 2481
RECORDED Cass County, Michigan
Monica Kennedy, Register of Deeds
05/29/2013 09:12 AM
Receipt #77963 Fee: \$59.00 OR

EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION

WHEREAS, the parties to the above-captioned class action (the "Action") entered into a Michigan Class Settlement Agreement, as of March 1, 2012, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement); and

WHEREAS, on November 5, 2012, the court entered a final Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

A class (the "Settlement Class") defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members;

DOCUMENT PREPARED BY:
+ return to
DOUG McCALL
TERRA 2
16037 S. BRADLEY DR.
OLATHE, KS 66062

I hereby certify that the foregoing is
a true copy of the original on file in this
Office.
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
EX: [Signature]
Deputy

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the "Grantor") hereby grants to whichever of Sprint Communications Company L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and WiTel Communications, LLC, has Designated for inclusion under a Settlement Agreement the Right of Way which adjoins, underlies, or includes Covered Property owned by the Class Member, together with its successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe Class Members' affected parcels with the following information, to the extent that it is in the Database of Identification Information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and section, township, and range. Exhibit 1 may describe Class Members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

A perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on April 27, 2012 (B) where the actively used components of the Grantee's

Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on April 27, 2012. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable

System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after November 5, 2012, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon

Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on April 27, 2012, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WiTel Communications, Inc.; WiTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vvix, Inc.).

The Easement includes all rights granted herein that are necessary to authorize MCI Communications Services, Inc. ("MCI"), a Delaware corporation, lawfully to own, operate, use, permit others to use, and maintain the Telecommunications Cable System

described in that certain Amended and Restated System Use and Service Agreement, dated September 1, 1991, between WTG-East, Inc., predecessor in interest to MCI and US Sprint Communications Company Limited Partnership, predecessor in interest to Sprint, and used by both MCI and Sprint ("the LightNet System"), provided, however, that nothing in this Easement shall be construed to convey rights to MCI, except through Grantee, in any telecommunications cable system other than the LightNet System.

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and

restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System

to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

3. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreements.

s/Robert H. Cleland
ROBERT H. CLELAND
UNITED STATES DISTRICT JUDGE

Dated: November 15, 2012

I hereby certify that a copy of the foregoing document was mailed to counsel of record on this date, November 15, 2012, by electronic and/or ordinary mail.

s/Lisa Wagner
Case Manager and Deputy Clerk
(313) 234-5522

EXHIBIT 1

PARCELS AFFECTED BY EASEMENTS GRANTED TO SPRINT COMMUNICATIONS COMPANY L.P.

Line #	Assessor Map	Assessor Parcel #	Lot	T_R_S	Assessment #	Grantor's Last Name	Grantor's First Name	Grantor's City	Grantor's State	Grantor's ZIP	Grantor's Grantee	Parcel County	Parcel State
1	N/A	14-030-011-142-10	N/A	7S-15W-11	N/A	Turpin	Eric A	Cassopolis	MI	49031	Sprint	Cass	MI
2	N/A	14-030-011-139-10	N/A	7S-15W-11	N/A	AT&T Comm		Bedminster	NJ	07921	Sprint	Cass	MI
3	N/A	14-030-032-419-00	N/A	7S-15W-32	N/A	Tighe	Jason L & Stacey M	Edwardsburg	MI	49112	Sprint	Cass	MI
4	N/A	14-030-032-419-50	N/A	7S-15W-32	N/A	Smith	Douglas R	Edwardsburg	MI	49112	Sprint	Cass	MI
5	N/A	14-030-002-007-00	N/A	7S-15W-2	N/A	Merrill A Clark Tr		Cassopolis	MI	49031	Sprint	Cass	MI
6	N/A	14-030-011-144-20	N/A	7S-15W-11	N/A	Black	Ricky A Sr & Jackie	Cassopolis	MI	49031	Sprint	Cass	MI
7	N/A	14-030-011-144-10	N/A	7S-15W-11	N/A	Mills	Darrell L Sr & Linda D	Cassopolis	MI	49031	Sprint	Cass	MI
8	N/A	14-030-011-144-40	N/A	7S-15W-11	N/A	Knight	James A & Barbara	Cassopolis	MI	49031	Sprint	Cass	MI
9	N/A	14-030-011-144-00	N/A	7S-15W-11	N/A	Czazasty Daniel & Meta Tr		Cassopolis	MI	49031	Sprint	Cass	MI
10	N/A	14-030-015-204-30	N/A	7S-15W-15	N/A	Hammes	William J & Linda S	South Bend	IN	46617	Sprint	Cass	MI
11	N/A	14-030-015-204-01	N/A	7S-15W-15	N/A	Viasicak	Jeffrey L & Geri L	Cassopolis	MI	49031	Sprint	Cass	MI
12	N/A	14-030-022-294-00	N/A	7S-15W-22	N/A	Hemmingner	Matthew & Tina	Cassopolis	MI	49031	Sprint	Cass	MI
13	N/A	14-030-022-293-00	N/A	7S-15W-22	N/A	Dyda	Mark E & Wendy D	Cassopolis	MI	49031	Sprint	Cass	MI
14	N/A	14-030-022-295-00	N/A	7S-15W-22	N/A	Hemmingner	Matthew L & Tina L	Cassopolis	MI	49031	Sprint	Cass	MI
15	N/A	14-030-021-263-10	N/A	7S-15W-21	N/A	Wenrick Olin & Hope		Cassopolis	MI	49112	Sprint	Cass	MI
16	N/A	14-030-028-376-20	N/A	7S-15W-28	N/A	Finley Farms LLC		Edwardsburg	MI	49112	Sprint	Cass	MI
17	N/A	14-030-028-376-31	N/A	7S-15W-28	N/A	Brown	Catherine & Gregory	Edwardsburg	MI	49112	Sprint	Cass	MI
18	N/A	14-030-028-376-11	N/A	7S-15W-28	N/A	Gray	James J & Susan L	Edwardsburg	MI	49112	Sprint	Cass	MI
19	N/A	14-030-028-379-00	N/A	7S-15W-28	N/A	Butrick	Robert	Edwardsburg	MI	49112	Sprint	Cass	MI
20	N/A	14-030-028-379-10	N/A	7S-15W-28	N/A	Craig	Robert G & Joanna	Edwardsburg	MI	49112	Sprint	Cass	MI
21	N/A	14-030-028-373-00	N/A	7S-15W-28	N/A	Wenger	Floyd E & Melissa K	Edwardsburg	MI	49112	Sprint	Cass	MI
22	N/A	14-030-028-379-20	N/A	7S-15W-28	N/A	Tiser et al	Diane L	Edwardsburg	MI	49031	Sprint	Cass	MI
23	N/A	14-030-033-438-10	N/A	7S-15W-33	N/A	Boeve	Lloyd S	Cassopolis	MI	49112	Sprint	Cass	MI
24	N/A	14-030-033-438-15	N/A	7S-15W-33	N/A	Chorba	Ernest E & Marilyn A	Edwardsburg	MI	49112	Sprint	Cass	MI

25	N/A	14-030-022-293-10	N/A	7S-15W-22	N/A	McIntyre		James & Margaret	Cassopolis	MI	49031	Sprint	Cass	MI
26	N/A	14-030-002-006-50	N/A	7S-15W-2	N/A	Anderson		Amie M	Cassopolis	MI	49031	Sprint	Cass	MI
27	N/A	14-030-002-006-01	N/A	7S-15W-2	N/A	Anderson		Amie M	Cassopolis	MI	49031	Sprint	Cass	MI
28	N/A	14-030-032-419-71	N/A	7S-15W-32	N/A	Shafer		Dale II & Lisa	Edwardsburg	MI	49112	Sprint	Cass	MI
29	N/A	14-030-021-281-01	N/A	7S-15W-21	N/A	Shafer Jr		Jerry L	Cassopolis	MI	49031	Sprint	Cass	MI
30	N/A	14-030-021-271-55	N/A	7S-15W-21	N/A	Shafer		Jerry L & Evaleen A	Cassopolis	MI	49031	Sprint	Cass	MI
31	N/A	14-030-032-424-04	N/A	7S-15W-32	N/A	Kathleen J Hassinger Tr			Edwardsburg	MI	49112	Sprint	Cass	MI
32	N/A	14-041-125-072-00	N/A	6S-15W-25	N/A	Barter		Ward Jr & Barbara	Cassopolis	MI	49031	Sprint	Cass	MI
33	N/A	14-041-125-074-00	N/A	6S-15W-25	N/A	KIC			Cassopolis	MI	49031	Sprint	Cass	MI
34	N/A	14-040-035-014-00	N/A	6S-15W-35	N/A	Ferrellgas			Liberty	MO	64068	Sprint	Cass	MI
35	N/A	14-040-035-024-00	N/A	6S-15W-35	N/A	Cass County Land Bank Author			Cassopolis	MI	49031	Sprint	Cass	MI
36	N/A	14-041-136-058-00	N/A	6S-15W-36	N/A	Johnson		Brian R	Cassopolis	MI	49031	Sprint	Cass	MI
37	N/A	14-041-136-059-00	N/A	6S-15W-36	N/A	Morris		Monica L	Cassopolis	MI	48219	Sprint	Cass	MI
38	N/A	14-041-136-052-00	N/A	6S-15W-36	N/A	Laporte		Robert II & Michelle	Cassopolis	MI	49031	Sprint	Cass	MI
39	N/A	14-041-136-109-01	N/A	6S-15W-36	N/A	Community Mills Inc			Cassopolis	MI	49031	Sprint	Cass	MI
40	N/A	14-041-136-103-00	N/A	6S-15W-36	N/A	Community Mills Inc			Cassopolis	MI	49031	Sprint	Cass	MI
41	N/A	14-041-136-104-00	N/A	6S-15W-36	N/A	Thai & Lom Manichanh Tr			Cassopolis	MI	49031	Sprint	Cass	MI
42	N/A	14-041-136-105-00	N/A	6S-15W-36	N/A	Hart		Gerald	Cassopolis	MI	49031	Sprint	Cass	MI
43	N/A	14-041-136-107-00	N/A	6S-15W-36	N/A	Stevenson		Randy	Cassopolis	MI	49031	Sprint	Cass	MI
44	N/A	14-041-136-108-00	N/A	6S-15W-36	N/A	The Federal National Mortgage			Chicago	IL	60606	Sprint	Cass	MI
45	N/A	14-040-036-018-00	N/A	6S-15W-36	N/A	The Federal National Mortgage			Chicago	IL	60606	Sprint	Cass	MI
46	N/A	14-040-036-020-00	N/A	6S-15W-36	N/A	Pease		Michael & Flossi	Cassopolis	MI	49031	Sprint	Cass	MI
47	N/A	14-040-036-022-00	N/A	6S-15W-36	N/A	Dvorak		Joseph & Alice	Vandalia	MI	49095	Sprint	Cass	MI
48	N/A	14-041-190-012-00	N/A	6S-15W-36	N/A	Price		Barbara	Cassopolis	MI	49031	Sprint	Cass	MI
49	N/A	14-041-192-010-00	N/A	6S-15W-36	N/A	Minisee		Ruby	Niles	MI	49120	Sprint	Cass	MI
50	N/A	14-041-193-001-00	N/A	6S-15W-36	N/A	Green Petroleum LLC			Wyoming	MI	49509	Sprint	Cass	MI
51	N/A	14-041-193-004-00	N/A	6S-15W-36	N/A	Service Oil Co			Cassopolis	MI	49031	Sprint	Cass	MI
52	N/A	14-041-195-001-05	N/A	6S-15W-36	N/A	Hibbard		Robert A & Shirley J	East Leroy	MI	49051	Sprint	Cass	MI
53	N/A	14-041-195-001-55	N/A	6S-15W-36	N/A	Hibbard		Robert A & Shirley J	East Leroy	MI	49051	Sprint	Cass	MI
54	N/A	14-041-195-005-00	N/A	6S-15W-36	N/A	Hibbard		Robert A & Shirley J	East Leroy	MI	49051	Sprint	Cass	MI
55	N/A	14-041-196-009-00	N/A	6S-15W-36	N/A	Reichert Jr		Robert	Colon	MI	49040	Sprint	Cass	MI
56	N/A	14-041-196-011-50	N/A	6S-15W-36	N/A	Hudson		Norma J	Oxford	MI	48370	Sprint	Cass	MI
57	N/A	14-041-197-001-10	N/A	6S-15W-36	N/A	Shecra Ent Inc			Cassopolis	MI	49031	Sprint	Cass	MI
58	N/A	14-041-197-001-20	N/A	6S-15W-36	N/A	Higgins		Terry & Jodie	Cassopolis	MI	49031	Sprint	Cass	MI

59	N/A	14-041-197-002-00	N/A	65-15W-36	N/A	Higgins	Terry & Jodie	Cassopolis	MI	49031	Sprint	Cass	MI
60	N/A	14-041-197-003-00	N/A	65-15W-36	N/A	Reichert	Robert J	Colon	MI	49040	Sprint	Cass	MI
61	N/A	14-041-165-011-00	N/A	65-15W-25	N/A	WG&H		Cassopolis	MI	49031	Sprint	Cass	MI
62	N/A	14-040-036-021-00	N/A	65-15W-36	N/A	Chupp	Danny L & Leah J	Jones	MI	49061	Sprint	Cass	MI
63	N/A	14-050-031-009-01	N/A	55-13W-31	N/A	Thornburgh	David P & Tina	Marcellus	MI	49067	Sprint	Cass	MI
64	N/A	14-050-029-008-00	N/A	55-13W-29	N/A	The Nature Conservancy		East Lansing	MI	48906	Sprint	Cass	MI
65	N/A	14-050-029-002-00	N/A	55-13W-29	N/A	Preis	Henry W Jr & Valerie J	Marcellus	MI	49067	Sprint	Cass	MI
66	N/A	14-050-028-007-00	N/A	55-13W-28	N/A	Swartz	Wayne K & Sharon	Marcellus	MI	49067	Sprint	Cass	MI
67	N/A	14-051-622-004-00	N/A	55-13W-22	N/A	Schten	C Abigail	Marcellus	MI	49067	Sprint	Cass	MI
68	N/A	14-051-531-016-00	N/A	55-13W-22	N/A	Lehew	Benjamin & Jessica	Marcellus	MI	49067	Sprint	Cass	MI
69	N/A	14-051-532-006-00	N/A	55-13W-22	N/A	GW Jones Exchange Bank		Marcellus	MI	49067	Sprint	Cass	MI
70	N/A	14-051-541-010-30	N/A	55-13W-22	N/A	Pastorick	Louis D & Mary	Marcellus	MI	49067	Sprint	Cass	MI
71	N/A	14-051-541-010-00	N/A	55-13W-22	N/A	Pastorick	Louis D & Mary	Marcellus	MI	49067	Sprint	Cass	MI
72	N/A	14-050-021-017-00	N/A	55-13W-21	N/A	Swartz	Wayne K & Sharon J	Marcellus	MI	49067	Sprint	Cass	MI
73	N/A	14-051-615-016-00	N/A	55-13W-15	N/A	Middlestadt	Jeffrey & Donna	Marcellus	MI	49067	Sprint	Cass	MI
74	N/A	14-050-015-022-00	N/A	55-13W-15	N/A	McKenzie	Dean A & Nancy E	Marcellus	MI	49067	Sprint	Cass	MI
75	N/A	14-050-015-022-10	N/A	55-13W-15	N/A	McKenzie	Dean A & Nancy E	Marcellus	MI	49067	Sprint	Cass	MI
76	N/A	14-050-011-011-00	N/A	55-13W-11	N/A	Reynolds	James J & Janice M	Marcellus	MI	49067	Sprint	Cass	MI
77	N/A	14-050-014-007-00	N/A	55-13W-14	N/A	McKenzie	Dean A & Nancy E	Marcellus	MI	49067	Sprint	Cass	MI
78	N/A	14-050-012-010-00	N/A	55-13W-12	N/A	Reynolds	James J & Janice M	Marcellus	MI	49067	Sprint	Cass	MI
79	N/A	14-050-012-007-00	N/A	55-13W-12	N/A	Brown	Dion L	Marcellus	MI	49067	Sprint	Cass	MI
80	N/A	14-051-512-019-50	N/A	55-13W-15	N/A	Wilmore	Bonnie J & Brian B	Marcellus	MI	49067	Sprint	Cass	MI
81	N/A	14-051-522-010-00	N/A	55-13W-15	N/A	CO-Alliance LLP		Avon	IN	46123	Sprint	Cass	MI
82	N/A	14-051-572-015-00	N/A	55-13W-22	N/A	Bresemann	Anthony S	Marcellus	MI	49067	Sprint	Cass	MI
83	N/A	14-050-030-011-22	N/A	55-13W-3	N/A	Bresemann	Wilber D & Deborah K	Marcellus	MI	49067	Sprint	Cass	MI
84	N/A	14-050-029-001-20	N/A	55-13W-29	N/A	Robson Gerald D Tr		Niles	MI	49120	Sprint	Cass	MI
85	N/A	14-050-012-011-01	N/A	55-13W-12	N/A	Shepard	Ardith K	Marcellus	MI	49067	Sprint	Cass	MI
86	N/A	14-050-012-008-10	N/A	55-13W-12	N/A	Clapp	Michael S	Marcellus	MI	49067	Sprint	Cass	MI
87	N/A	14-050-012-008-03	N/A	55-13W-12	N/A	Blentlinger	Van & Kimberly A	Marcellus	MI	49067	Sprint	Cass	MI
88	N/A	14-090-007-048-00	N/A	85-15W-07	N/A	Strickland	Kenneth	Edwardsburg	MI	49112	Sprint	Cass	MI
89	N/A	14-090-008-015-00	N/A	85-15W-08	N/A	Waters Edge Real Estate		St Joseph	MI	49085	Sprint	Cass	MI
90	N/A	14-090-005-019-00	N/A	85-15W-5	N/A	Brady	Michael P & Theresa	Edwardsburg	MI	49112	Sprint	Cass	MI
91	N/A	14-090-018-021-00	N/A	85-15W-18	N/A	Hale	Gregory	Granger	IN	46530	Sprint	Cass	MI
92	N/A	14-090-018-016-00	N/A	85-15W-18	N/A	Milliken LP		Niles	MI	49120	Sprint	Cass	MI

93	N/A	14-090-018-003-00	N/A	85-15W-18	N/A	Evans	Ronald	Granger	IN	46530	Sprint	Cass	MI
94	N/A	14-090-018-004-00	N/A	85-15W-18	N/A	Tier Three Distribution LLC		Springfield	OH	45501	Sprint	Cass	MI
95	N/A	14-090-300-009-00	N/A	85-15W-07	N/A	Great Northern Prop LLC		Edwardsburg	MI	49112	Sprint	Cass	MI
96	N/A	14-090-300-008-00	N/A	85-15W-07	N/A	Great Northern Prop LLC		Edwardsburg	MI	49112	Sprint	Cass	MI
97	N/A	14-090-300-011-00	N/A	85-15W-07	N/A	Of Co Inc		Edwardsburg	MI	49112	Sprint	Cass	MI
98	N/A	14-091-105-068-00	N/A	85-15W-5	N/A	Dalrymple Enterprises Inc		Niles	MI	49120	Sprint	Cass	MI
99	N/A	14-091-100-074-00	N/A	85-15W-5	N/A	Sullivan	Paul	Niles	MI	49120	Sprint	Cass	MI
100	N/A	14-091-100-071-00	N/A	85-15W-5	N/A	Sullivan	Paul & Carolyn	Niles	MI	49120	Sprint	Cass	MI
101	N/A	14-091-100-069-00	N/A	85-15W-5	N/A	Kujawa	Ed	Niles	MI	49120	Sprint	Cass	MI
102	N/A	14-091-100-068-00	N/A	85-15W-5	N/A	Kujawa	Edward L	Niles	MI	49112	Sprint	Cass	MI
103	N/A	14-091-105-026-00	N/A	85-15W-5	N/A	Eddy	Rand J	Edwardsburg	MI	49112	Sprint	Cass	MI
104	N/A	14-091-105-021-00	N/A	85-15W-5	N/A	Rogers Jr	Ronnie R	Edwardsburg	MI	49112	Sprint	Cass	MI
105	N/A	14-091-105-020-00	N/A	85-15W-5	N/A	Michigan Power Co		Columbus	OH	43216	Sprint	Cass	MI
106	N/A	14-091-108-082-00	N/A	85-15W-08	N/A	Universal Forest Products		Grand Rapids MI	MI	49525	Sprint	Cass	MI
107	N/A	14-091-108-060-00	N/A	85-15W-08	N/A	Universal Forest Products		Grand Rapids MI	MI	49525	Sprint	Cass	MI
108	N/A	14-091-108-065-00	N/A	85-15W-08	N/A	Visser	David A & Karen D	Edwardsburg	MI	49112	Sprint	Cass	MI
109	N/A	14-091-108-064-00	N/A	85-15W-08	N/A	Galbreath	Danny Lee & Melanie	Edwardsburg	MI	49112	Sprint	Cass	MI
110	N/A	14-091-108-062-00	N/A	85-15W-08	N/A	Hahn	Mark	Edwardsburg	MI	49112	Sprint	Cass	MI
111	N/A	14-091-108-063-00	N/A	85-15W-08	N/A	Adams	Tammy L	Edwardsburg	MI	49112	Sprint	Cass	MI
112	N/A	14-091-105-019-00	N/A	85-15W-5	N/A	Brady	Michael P & Theresa	Edwardsburg	MI	49112	Sprint	Cass	MI
113	N/A	14-091-100-067-00	N/A	85-15W-5	N/A	Kujawa	Edward	Edwardsburg	MI	49112	Sprint	Cass	MI
114	N/A	14-091-100-132-00	N/A	85-15W-08	N/A	Burger	Carl & Sharon	Niles	MI	49120	Sprint	Cass	MI
115	N/A	14-091-100-157-00	N/A	85-15W-08	N/A	Dalrymple Enterprises Inc		Niles	MI	49120	Sprint	Cass	MI
116	N/A	14-091-130-008-00	N/A	85-15W-08	N/A	Universal Forest Products		Grand Rapids MI	MI	49525	Sprint	Cass	MI
117	N/A	14-091-108-084-01	N/A	85-15W-08	N/A	Burger et al	Carl	Niles	MI	49120	Sprint	Cass	MI
118	N/A	14-090-007-036-01	N/A	85-15W-07	N/A	Of Co Inc		Grand Rapids MI	MI	49525	Sprint	Cass	MI
119	N/A	14-100-016-025-00	N/A	65-14W-16	N/A	Bates	Daniel L Sr & Lou Anne	Edwardsburg	MI	49112	Sprint	Cass	MI
120	N/A	14-100-016-023-00	N/A	65-14W-16	N/A	Sherwood	Tracy	Cassopolis	MI	49031	Sprint	Cass	MI
121	N/A	14-100-016-018-00	N/A	65-14W-16	N/A	Bates	Daniel L Sr & Lou Anne	South Bend	IN	46637	Sprint	Cass	MI
122	N/A	14-100-016-024-00	N/A	65-14W-16	N/A	Cedarlee Sparks Farm		Cassopolis	MI	49031	Sprint	Cass	MI
123	N/A	14-100-019-010-02	N/A	65-14W-19	N/A	Leach	Pauline	Cassopolis	MI	49031	Sprint	Cass	MI
124	N/A	14-100-001-004-00	N/A	65-14W-01	N/A	Keith Dodge Tr		South Bend	IN	46637	Sprint	Cass	MI
125	N/A	14-100-002-041-00	N/A	65-14W-02	N/A	Schick	Andrew Arlo & Judith A	Marcellus	MI	49067	Sprint	Cass	MI
126	N/A	14-100-010-011-00	N/A	65-14W-10	N/A	Betty J Cox Tr		Vandalia	MI	49095	Sprint	Cass	MI

127	N/A	14-100-010-012-00	N/A	6S-14W-10	N/A	Cedarlee Sparks Farm		Cassopolis	MI	49031	Sprint	Cass	MI
128	N/A	14-100-015-002-00	N/A	6S-14W-15	N/A	Jones Sparks	L Rose	Cassopolis	MI	49031	Sprint	Cass	MI
129	N/A	14-100-015-008-00	N/A	6S-14W-15	N/A	Sparks Cedarlee Farms LLC		Cassopolis	MI	49031	Sprint	Cass	MI
130	N/A	14-100-015-005-00	N/A	6S-14W-15	N/A	Sparks Cedarlee Farms LLC		Cassopolis	MI	49031	Sprint	Cass	MI
131	N/A	14-100-015-007-00	N/A	6S-14W-15	N/A	Hartsell	Larry L & Katha A	Cassopolis	MI	49031	Sprint	Cass	MI
132	N/A	14-100-015-004-00	N/A	6S-14W-15	N/A	Cedarlee Sparks Farm		Cassopolis	MI	49031	Sprint	Cass	MI
133	N/A	14-100-020-011-00	N/A	6S-14W-20	N/A	David & Esther Leach Tr		Cassopolis	MI	49031	Sprint	Cass	MI
134	N/A	14-100-030-003-00	N/A	6S-14W-30	N/A	Brossman et al	Robert L	Union	MI	49130	Sprint	Cass	MI
135	N/A	14-100-030-002-00	N/A	6S-14W-30	N/A	Leach	Pauline	South Bend	MI	46637	Sprint	Cass	MI
136	N/A	14-100-020-007-01	N/A	6S-14W-20	N/A	James J & Madelyn Leach Tr		Cassopolis	MI	49031	Sprint	Cass	MI
137	N/A	14-100-100-001-00	N/A	6S-14W-16	N/A	Penn Friends Church		Cassopolis	MI	49031	Sprint	Cass	MI
138	N/A	14-100-100-005-00	N/A	6S-14W-16	N/A	Snyder	Vivian A	Cassopolis	MI	49031	Sprint	Cass	MI
139	N/A	14-100-100-015-00	N/A	6S-14W-16	N/A	Sampson	Charles L & Dora M	Cassopolis	MI	49031	Sprint	Cass	MI
140	N/A	14-100-100-019-00	N/A	6S-14W-16	N/A	Kannenber	Richard D	Cassopolis	MI	49031	Sprint	Cass	MI
141	N/A	14-100-011-004-01	N/A	6S-14W-11	N/A	Meade	Richard H	Vandalia	MI	49095	Sprint	Cass	MI
142	N/A	14-100-030-007-20	N/A	6S-14W-30	N/A	The Edward Lowe Foundation		Cassopolis	MI	49031	Sprint	Cass	MI
143	N/A	14-140-036-007-00	N/A	5S-14W-36	N/A	Darlene J Mckenzie Tr		Cassopolis	MI	49031	Sprint	Cass	MI
144	N/A	14-140-036-010-00	N/A	5S-14W-36	N/A	Midwest Energy Cooperative		Cassopolis	MI	49031	Sprint	Cass	MI
145	N/A	14-140-100-006-00	N/A	5S-14W-36	N/A	Walden	David L & Carol A	Vandalia	MI	49095	Sprint	Cass	MI
146	N/A	14-050-012-005-00	N/A	5S-13W-12	N/A	McKenzie	Donald F	Marcellus	MI	49067	Sprint	Cass	MI
147	N/A	14-050-012-001-00	N/A	5S-13W-12	N/A	Gratkowski	Kazmer & Vera	Decatur	MI	49045	Sprint	Cass	MI
148	N/A	14-050-012-002-00	N/A	5S-13W-12	N/A	McKenzie	Donald F	Marcellus	MI	49067	Sprint	Cass	MI
149	N/A	14-050-014-001-00	N/A	5S-13W-14	N/A	Eugene E Bainbridge Tr UAD		Marcellus	MI	49067	Sprint	Cass	MI
150	N/A	14-050-014-011-00	N/A	5S-13W-14	N/A	Harry J Reigle Tr		Marcellus	MI	49067	Sprint	Cass	MI
151	N/A	14-050-014-005-00	N/A	5S-13W-14	N/A	Griffin	Nathanal Ernest	Marcellus	MI	49067	Sprint	Cass	MI
152	N/A	14-050-014-008-00	N/A	5S-13W-14	N/A	McKenzie	Donald F	Schoolcraft	MI	49087	Sprint	Cass	MI
153	N/A	14-050-021-001-01	N/A	5S-13W-21	N/A	Swartz	Richard L & Robin	Marcellus	MI	49067	Sprint	Cass	MI
154	N/A	14-100-001-003-00	N/A	6S-14W-01	N/A	NON-Typical Farms LLC		Marcellus	MI	49067	Sprint	Cass	MI
155	N/A	14-100-001-003-00	N/A	6S-14W-01	N/A	Lee R Cropsey Tr		Marcellus	MI	49067	Sprint	Cass	MI
156	N/A	14-100-001-006-00	N/A	6S-14W-01	N/A	Paula J Jasper Tr		Vandalia	MI	49095	Sprint	Cass	MI
157	N/A	14-100-002-039-00	N/A	6S-14W-02	N/A	Paula J Jasper Tr		Vandalia	MI	49095	Sprint	Cass	MI
158	N/A	14-100-002-039-00	N/A	6S-14W-02	N/A	Betty J Cox Tr		Vandalia	MI	49095	Sprint	Cass	MI
159	N/A	14-100-011-003-00	N/A	6S-14W-11	N/A	Well et al	Karen A	Vandalia	MI	49095	Sprint	Cass	MI
160	N/A	14-030-002-014-00	N/A	7S-15W-2	N/A			Cassopolis	MI	49031	Sprint	Cass	MI

161	N/A	14-030-011-146-00	N/A	7S-15W-11	N/A	McNary	Henry & Maxine	Cassopolis	MI	49031	Sprint	Cass	MI
162	N/A	14-030-015-199-00	N/A	7S-15W-15	N/A	Hostetler	Maurice W	Cassopolis	MI	49031	Sprint	Cass	MI
163	N/A	14-090-019-007-00	N/A	8S-15W-19	N/A	Prince	Norman R et al	Dimondale	MI	48821	Sprint	Cass	MI
164	N/A	14-090-018-018-00	N/A	8S-15W-18	N/A	Eleanor Edmondson Tr		Amarillo	TX	79109	Sprint	Cass	MI
165	N/A	14-100-011-008-01	N/A	6S-14W-11	N/A	Betty J Cox Tr		Vandalia	MI	49095	Sprint	Cass	MI
166	N/A	14-100-021-004-00	N/A	6S-14W-21	N/A	Cedarlee Sparks Farm		Cassopolis	MI	49031	Sprint	Cass	MI
167	N/A	14-100-021-003-00	N/A	6S-14W-21	N/A	Cedarlee Sparks Farm		Cassopolis	MI	49031	Sprint	Cass	MI
168	N/A	14-100-011-007-00	N/A	6S-14W-11	N/A	McKenzie	Brian K	Marcellus	MI	49067	Sprint	Cass	MI
169	N/A	14-100-020-007-10	N/A	6S-14W-20	N/A	David & Esther Leach Tr		Cassopolis	MI	49031	Sprint	Cass	MI
170	N/A	14-030-021-280-10	N/A	7S-15W-21	N/A	Boyles	Ronald & Shirley	Edwardsburg	MI	49112	Sprint	Cass	MI
171	N/A	14-030-032-428-00	N/A	7S-15W-32	N/A	Davis	Laurene L	Edwardsburg	MI	49112	Sprint	Cass	MI
172	N/A	14-050-029-004-01	N/A	5S-13W-29	N/A	Gerald D Robson Tr		Niles	MI	49120	Sprint	Cass	MI
173	N/A	14-050-031-001-02	N/A	5S-13W-31	N/A	The Nature Conservancy		East Lansing	MI	48906	Sprint	Cass	MI
174	N/A	14-050-029-009-00	N/A	5S-13W-29	N/A	Michael E Keenum Tr		Marcellus	MI	49067	Sprint	Cass	MI
175	N/A	14-050-031-004-00	N/A	5S-13W-31	N/A	NON-Typical Farms LLC		Marcellus	MI	49067	Sprint	Cass	MI
176	N/A	14-100-016-026-00	N/A	6S-14W-16	N/A	Cedarlee Sparks Farm		Cassopolis	MI	49031	Sprint	Cass	MI
177	N/A	14-100-016-014-00	N/A	6S-14W-16	N/A	Dyes et al	Dwight	Cassopolis	MI	49031	Sprint	Cass	MI
178	N/A	14-030-011-140-00	N/A	7S-15W-11	N/A	Schwindaman	Michael & Michel	Cassopolis	MI	49031	Sprint	Cass	MI
179	N/A	14-030-010-128-00	N/A	7S-15W-10	N/A	Valentine	Glenn & Linda	Oak Park	IL	60302	Sprint	Cass	MI
180	N/A	14-030-015-200-00	N/A	7S-15W-15	N/A	Finley Farms LLC		Edwardsburg	MI	49112	Sprint	Cass	MI
181	N/A	14-030-028-374-01	N/A	7S-15W-28	N/A	Weaver	Michael L & Gail L	Niles	MI	49120	Sprint	Cass	MI
182	N/A	14-070-024-006-00	N/A	8S-16W-24	N/A	Robson	Adam D & Stephanie R	Marcellus	MI	49067	Sprint	Cass	MI
183	N/A	14-050-021-021-00	N/A	5S-13W-21	N/A	Walden	David & Carol	Vandalia	MI	49095	Sprint	Cass	MI
184	N/A	14-140-100-007-00	N/A	5S-14W-36	N/A	Walden	David & Carol	Vandalia	MI	49095	Sprint	Cass	MI
185	N/A	14-140-100-007-00	N/A	5S-14W-36	N/A	Stewardship Fund LP		Plano	TX	75093	Sprint	Cass	MI
186	N/A	14-091-108-081-00	N/A	8S-15W-08	N/A	Streeter	George A & Jennie	Edwardsburg	MI	49112	Sprint	Cass	MI
187	N/A	14-091-150-032-00	N/A	8S-15W-08	N/A	Garrage	Michae & Gayle El	Edwardsburg	MI	49112	Sprint	Cass	MI
188	N/A	14-090-018-028-00	N/A	8S-15W-18	N/A	Dimnick Walters Petroleum Inc		Marshall	MI	49068	Sprint	Cass	MI
189	N/A	14-051-531-001-50	N/A	5S-13W-22	N/A								

REC'D CASS CO ROD
2015 DEC 14 AM 10:26

115547 Pages: 3 L: 1099 P: 1965
RECORDED Cass County, Michigan
Monica Kennedy, Register of Deeds
12/14/2015 12:08 PM
Receipt #104658 Fee: \$28.00 ERU



P 5
P+0

DISTRIBUTION EASEMENT

Indiv. & Corp.

Eas. No. MI 150081 Map No. CA376

Overhead & Underground

THIS INDENTURE, made this 19TH day of NOVEMBER, 20 15,
between COMMUNITY MILLS, INC., a Michigan Corporation

whose address is P.O. Box 157, Cassopolis, MI 49031

(hereinafter called "Grantor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana Corporation authorized to do business
in the State of Michigan, whose address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana, 46801 (hereinafter called
"Grantee").

WITNESSETH: That for One dollar (\$1.00) the receipt of which is hereby acknowledged, Grantor does hereby grant and convey
to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or
lines of overhead and underground facilities and equipment for the transmission of electrical energy, and for communicating purposes
including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following
described Premises situated in the Village of Cassopolis Township, County of Cass
State of Michigan, and being a part of Section 36 Township 6 South and Range
15 West, to wit:

Being the same (or part of the same) property conveyed to COMMUNITY MILLS, INC., a Michigan Corporation

by Thai Manichanh and Lom Manichanh as Trustees by deed dated
October 3, 2013, and recorded in Liber 1081, Page 1605, in the Office of the
Register of Deeds of Cass County, Michigan, to which reference is made
for further description.

A 30.00 FOOT WIDE INDIANA MICHIGAN POWER COMPANY EASEMENT LYING 15.00 FEET EITHER SIDE OF FACILITIES AS
CONSTRUCTED. THE APPROXIMATE LOCATION OF SAID EASEMENT IS DEPICTED ON THE DRAWING "EXHIBIT A", ATTACHED
HERE TO AND INCORPORATED HEREIN AND CONTAINED IN THE FOLLOWING DESCRIBED PROPERTY:

Real Estate Located in the Village of Cassopolis, County of Cass, State of Michigan and described as:

Beginning at a point on the East line of O'Keefe Street in the Village of Cassopolis, which is 33.0 feet East
and 230.9 feet North of the Southwest corner of the Northwest Quarter of the Southwest Quarter of
Section 36, Town 6 South, Range 15 West; thence East 258.18 feet to the Westerly right of Way of the
Grand Trunk and Western Railroad; thence North 23°38' East, 109.16 feet along said railroad right of
way; thence West 299.94 feet to the East line of O'Keefe Street; thence South 100 feet along the East
line of O'Keefe Street to the place of beginning.

Parcel # 14-041-136-104-00

TOGETHER with the right of ingress and egress to, from, and over said Premises, and also the right to cut or trim any trees and
bushes which may endanger the safety or interfere with the construction and use of said facilities.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and
maintenance of Grantee's Facilities.

The Grantor warrants that no structure or building shall be erected upon said easement. After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representative, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor, if individual (s) has hereto set his hand and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first written.

COMMUNITY MILLS, INC., a Michigan Corporation

Joseph E. Tone

Joseph E. Tone General Manager

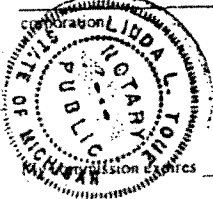
This instrument was prepared by Rich Forrest III, 2425 Meadowbrook Road., Benton Harbor, MI 49022, Agent for Indiana Michigan Power Company on its behalf.

STATE OF Michigan ss:
COUNTY OF Cass

On this 19th day of November, 20 15, before me a Notary Public in and for said County appeared Joseph E. Tone to me personally known, who, being by me duly sworn, did say that the General Manager of COMMUNITY MILLS, INC., a Michigan Corporation

The corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said Linda L. Tone

acknowledged said instrument to be the free act and deed of said



Linda L. Tone
LINDA L. TONE

Notary Public, Cass County.

STATE OF _____ ss:
COUNTY OF _____

On this _____ day of _____, 20 _____, before me personally appeared _____

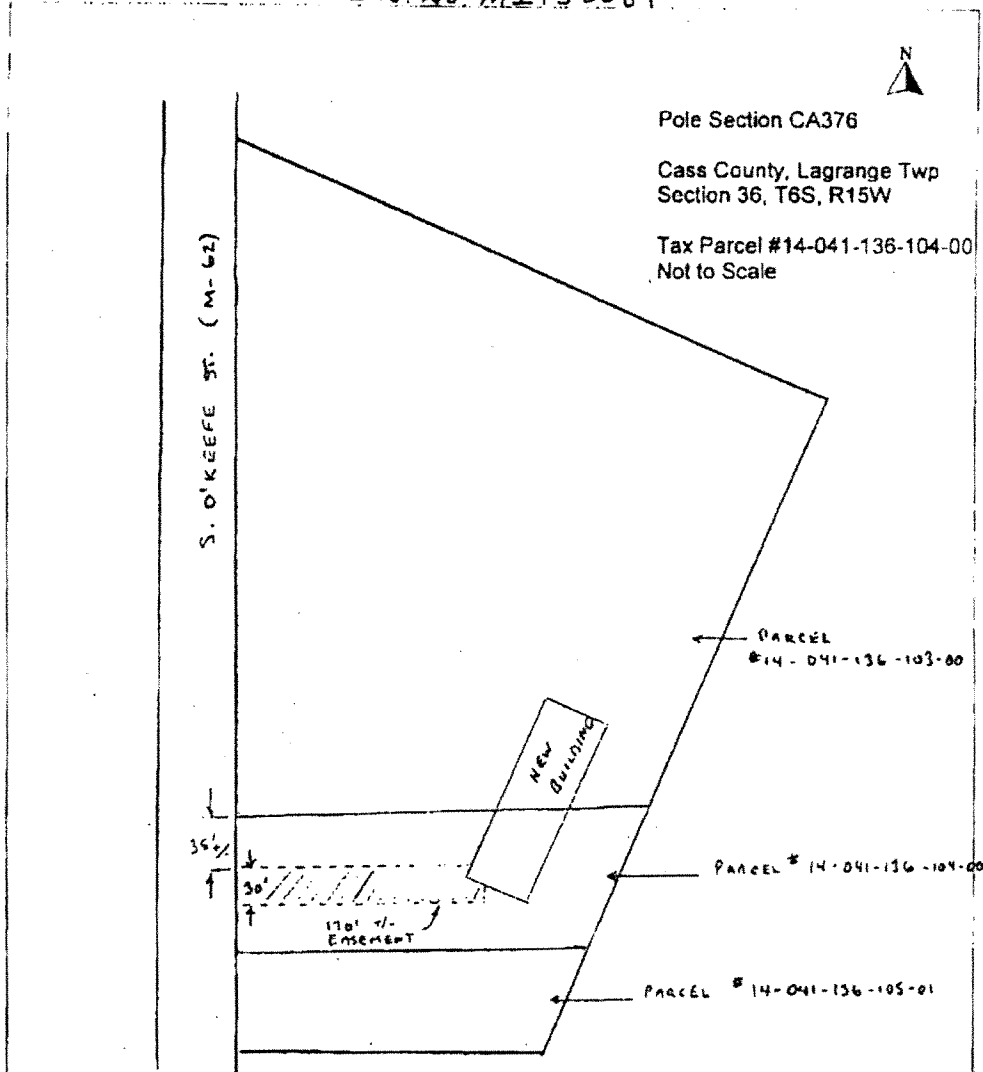
to me known to be the person _____ described in and who executed the within instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public, _____ County.

My commission expires _____, 20 _____

EXHIBIT A

EAS. NO. MI 150081



A

AMERICAN
ELECTRIC
POWER

Indiana Michigan Power

State: MI

County/Parrish: Cass County

Township: Lagrange

Drawn By: BBWaggoner

Date: 11/5/2015



Line Name: Kenzie Creek - Corey

Line No.: TLN120:94088 **Easement No.:** 122

EASEMENT AND RIGHT OF WAY

On this 15th day of April, 2022, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **Community Mills, Incorporated**, whose address is PO Box 157, Cassopolis, Michigan 49031, ("Grantor"), whether one or more persons, hereby grants and conveys to **Indiana Michigan Power Company**, a(n) Indiana corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") and its successors, assigns, lessees and tenants a permanent easement and right of way ("Easement"), for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across the following described lands of the Grantor, situated in the State of Michigan, Cass County, Village of Cassopolis Township, Section 36, Township No. 6 South, Range No. 15 West.

Grantor claims title by Vesting Deed, Volume 771, Page 001 recorded 05/29/2001; in the Cass County Recorder's Office.

Auditor/Key/Tax Number: 14-041-136-103-00; 14-041-136-104-00; 14-041-136-105-01

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect and patrol (by ground or air), protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein grant.

The right, in AEP's discretion, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

The Grantor reserves the right to cultivate annual crops, pasture, construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein) and roads or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any future temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

Grantor may use the Easement Area for ingress and egress, and the parking of vehicles, provided that such use is not inconsistent with the rights granted to AEP hereunder. However, any use of the Easement Area by Grantor shall be in compliance with applicable laws and government regulations regarding the safety of activities conducted in the proximity of electric transmission lines, including maintaining applicable clearances with respect to the electric transmission lines.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

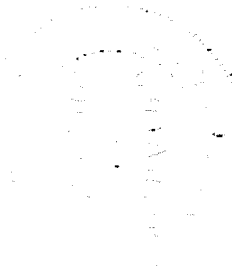
IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR
Community Mills, Incorporated

Community Mills, Inc.
By: [Signature]
Its: President

State of Michigan §
§
County of Cass §

This instrument was acknowledged before me on this 15th day of April, 2022
by Raymond McKenzie, of Community Mills, Incorporated, a(n) MI.
MI. corporation, on behalf of said corporation.



Linda L. Tone
Notary Public
Print Name: Linda L. Tone
My Commission Expires: 9-14-2024
I am a resident of Cass County, CASS
Acting in the County of Cass

This instrument is exempt from tax by reason of the provisions of MCL 207.505 (f) and MCL 207.526 (f). (The easement shall be assessed as personal property under MCL 211.8 (g).)

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of Indiana Michigan Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801

STATE OF MICHIGAN
CASS COUNTY
VILLAGE OF CASSOPOLIS
SEC. 36, T. 6 S, R. 15 W

EXHIBIT "A"

COMMUNITY MILLS, INC.
LIBER 771, PAGE 1
14-041-136-103-00

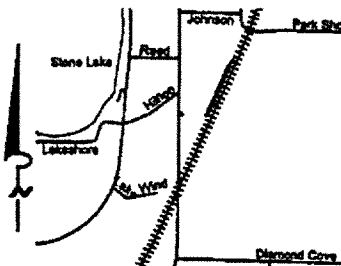
THIS IS NOT A
BOUNDARY SURVEY.

EASEMENT DESCRIPTION

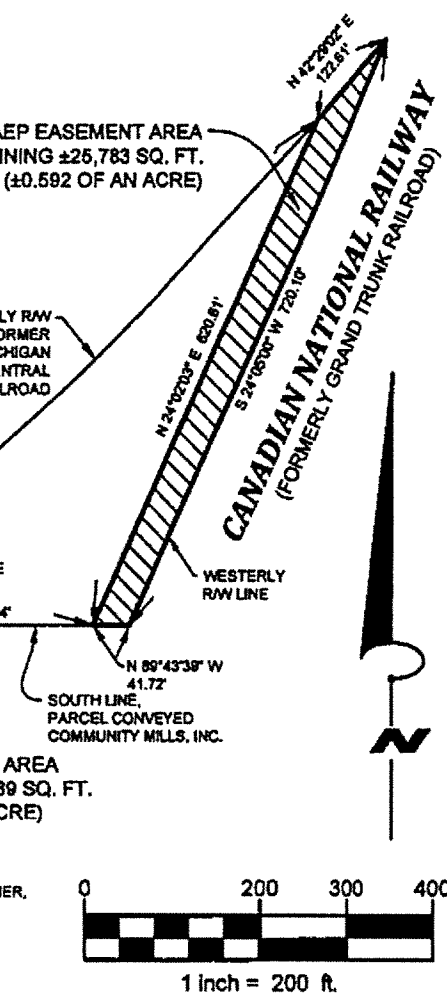
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 15 WEST, VILLAGE OF CASSOPOLIS, CASS COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 00° 25' 53" EAST ON THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 330.92 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO COMMUNITY MILLS, INC. IN LIBER 771, PAGE 1, CASS COUNTY RECORDS; THENCE SOUTH 88° 43' 39" EAST ON SAID WESTERLY EXTENSION 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF O'KEEFE STREET AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 00° 25' 53" EAST ON SAID EAST RIGHT OF WAY LINE 51.28 FEET; THENCE SOUTH 21° 52' 07" EAST 55.37 FEET TO SAID SOUTH PARCEL LINE; THENCE NORTH 89° 43' 39" WEST ON SAID SOUTH PARCEL LINE 21.01 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 36 DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 00° 25' 53" EAST ON THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 330.92 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO COMMUNITY MILLS, INC. IN LIBER 771, PAGE 1, CASS COUNTY RECORDS; THENCE SOUTH 88° 43' 39" EAST ON SAID SOUTH PARCEL LINE AND SOUTH PARCEL LINE EXTENDED 291.25 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 24° 02' 03" EAST 620.61 FEET TO THE SOUTHERN RIGHT OF WAY LINE OF THE FORMER MICHIGAN CENTRAL RAILROAD; THENCE NORTH 42° 29' 02" EAST 122.61 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD (FORMERLY THE GRAND TRUNK RAILROAD); THENCE SOUTH 24° 05' 00" WEST ON SAID WESTERLY RIGHT OF WAY LINE 720.10 FEET TO SAID SOUTH PARCEL LINE; THENCE NORTH 89° 43' 39" WEST ON SAID SOUTH PARCEL LINE 41.72 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE), U.S. SURVEY FEET.



VICINITY MAP
(NOT TO SCALE)



TOTAL AEP EASEMENT AREA
CONTAINING ±26,322 SQ. FT.
(±0.604 OF AN ACRE)


BRIAN P. LIEBERG
PS - 43060

06/26/2020

DATE

KENZIE CREEK - COREY
INDIANA MICHIGAN POWER COMPANY

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) U.S. SURVEY FEET.

DRAWN BY: BKG

CHECKED BY:

LINE: TLN120:94-088

WO:

SCALE: 1" = 200'

EASEMENT: 122

MAP NO: 2000

W&A JOB#: 150327

DATE CREATED: 12/14/2018

REVISIONS: 06/28/2020

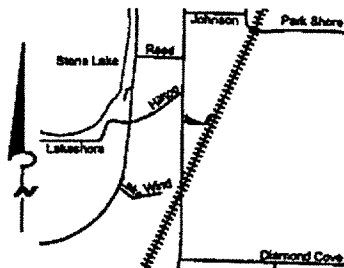
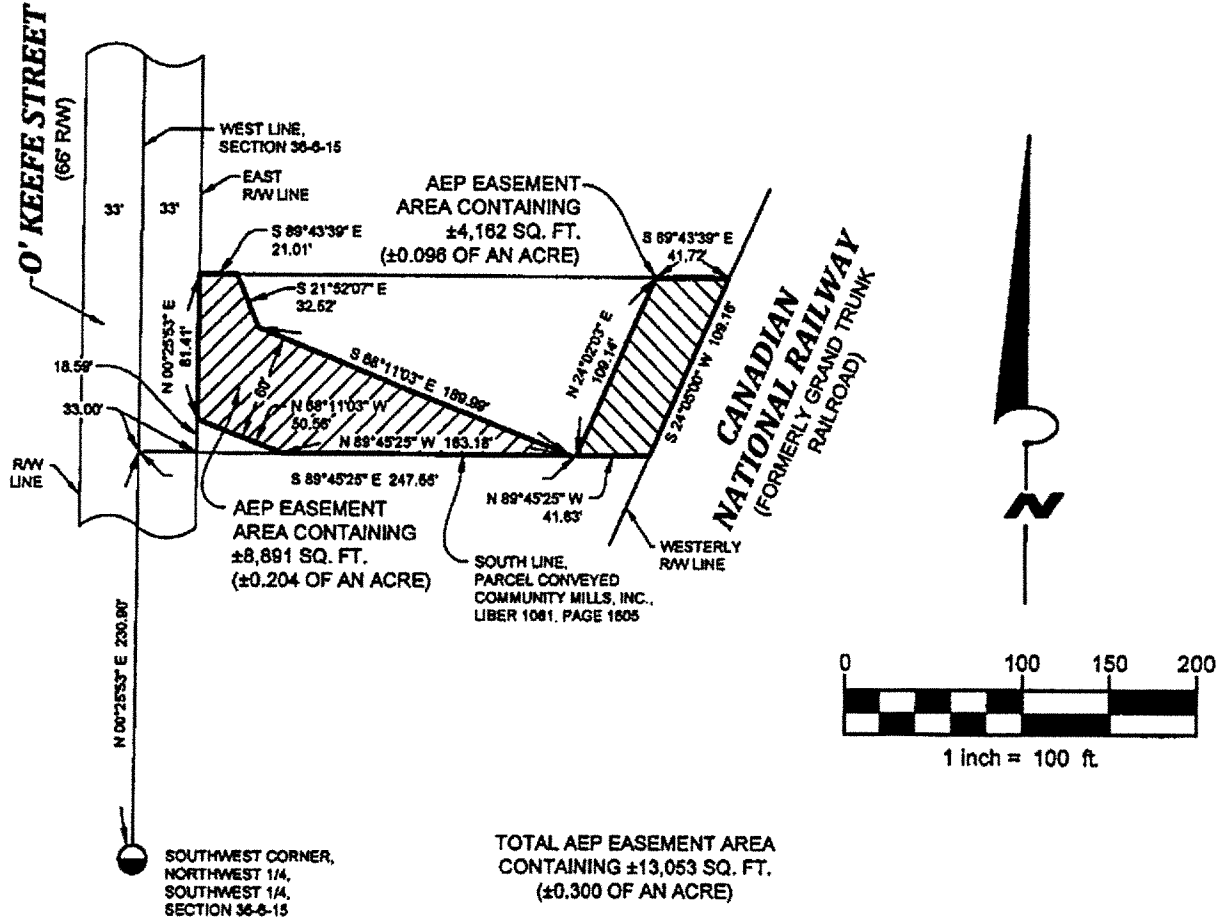
EXHIBIT "A" PREPARED BY:
WIGHTMAN
2303 PIPESTONE ROAD
BENTON HARBOR, MI 48022
269-927-0100

STATE OF MICHIGAN
CASS COUNTY
VILLAGE OF CASSOPOLIS
SEC. 36, T. 6 S, R. 15 W

EXHIBIT "A"

COMMUNITY MILLS, INC.
LIBER 1081, PAGE 1605
14-041-136-104-00

THIS IS NOT A
BOUNDARY SURVEY.



VICINITY MAP
(NOT TO SCALE)



BEARINGS ARE RELATED TO THE
MICHIGAN STATE PLANE
COORDINATE SYSTEM (SOUTH
ZONE), U.S. SURVEY FEET.

Aaron D. Smith

08/26/2020

AARON D. SMITH
PS - 43068

DATE

KENZIE CREEK - COREY
INDIANA MICHIGAN POWER COMPANY

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) U.S. SURVEY FEET.

DRAWN BY: BKG

CHECKED BY:

LINE: TLN120:94-088

WO:

SCALE: 1" = 100'

EASEMENT: 122B

MAP NO: 2000

W&A JOB#: 150327

DATE CREATED: 08/26/2020

SHEET 1 of 2

REVISIONS:

EXHIBIT "A" PREPARED BY:
WIGHTMAN
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
269-927-0100

STATE OF MICHIGAN
CASS COUNTY
VILLAGE OF CASSOPOLIS
SEC. 36, T. 6 S, R. 15 W

EXHIBIT "A"

COMMUNITY MILLS, INC.
LIBER 1081, PAGE 1605
14-041-136-104-00

THIS IS NOT A
BOUNDARY SURVEY.

EASEMENT DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 15 WEST, VILLAGE OF CASSOPOLIS, CASS COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 00° 25' 53" EAST ON THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 230.90 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO COMMUNITY MILLS, INC. IN LIBER 1081, PAGE 1605, CASS COUNTY RECORDS; THENCE SOUTH 89° 45' 25" EAST ON SAID WESTERLY EXTENSION 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF O' KEEFE STREET; THENCE NORTH 00° 25' 53" ON SAID EAST RIGHT OF WAY LINE 18.59 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 00° 25' 53" EAST ON SAID EAST RIGHT OF WAY LINE 81.41 FEET; THENCE SOUTH 89° 43' 39" EAST 21.01 FEET; THENCE SOUTH 21° 52' 07" EAST 32.52 FEET; THENCE SOUTH 68° 11' 03" EAST 189.99 FEET TO SAID SOUTH PARCEL LINE; THENCE NORTH 89° 45' 25" WEST ON SAID SOUTH PARCEL LINE 163.18 FEET; THENCE NORTH 68° 11' 03" WEST 50.56 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 36 DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 00° 25' 53" EAST ON THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 230.90 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO COMMUNITY MILLS, INC. IN LIBER 1081, PAGE 1605, CASS COUNTY RECORDS; THENCE SOUTH 89° 45' 25" EAST ON SAID SOUTH PARCEL LINE AND ITS WESTERLY EXTENSION 247.55 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 24° 02' 03" EAST 109.14 FEET; THENCE SOUTH 89° 43' 39" EAST 41.72 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD (FORMERLY THE GRAND TRUNK RAILROAD); THENCE SOUTH 24° 05' 00" WEST ON SAID WESTERLY RIGHT OF WAY LINE 109.16 FEET TO SAID SOUTH PARCEL LINE; THENCE NORTH 89° 45' 25" WEST ON SAID SOUTH PARCEL LINE 41.63 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE), U.S. SURVEY FEET.



Aaron D. Smith

06/26/2020

AARON D. SMITH
PS - 43068

DATE

**KENZIE CREEK - COREY
INDIANA MICHIGAN POWER COMPANY**

**MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) U.S. SURVEY FEET.**

DRAWN BY: BKG

CHECKED BY:

LINE: TLN120:94-088

WO:

SCALE:

EXHIBIT "A" PREPARED BY:

EASEMENT: 122B

MAP NO: 2000

W&A JOB#: 150327

WIGHTMAN
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
269-827-0100

DATE CREATED: 06/26/2020

SHEET 2 of 2

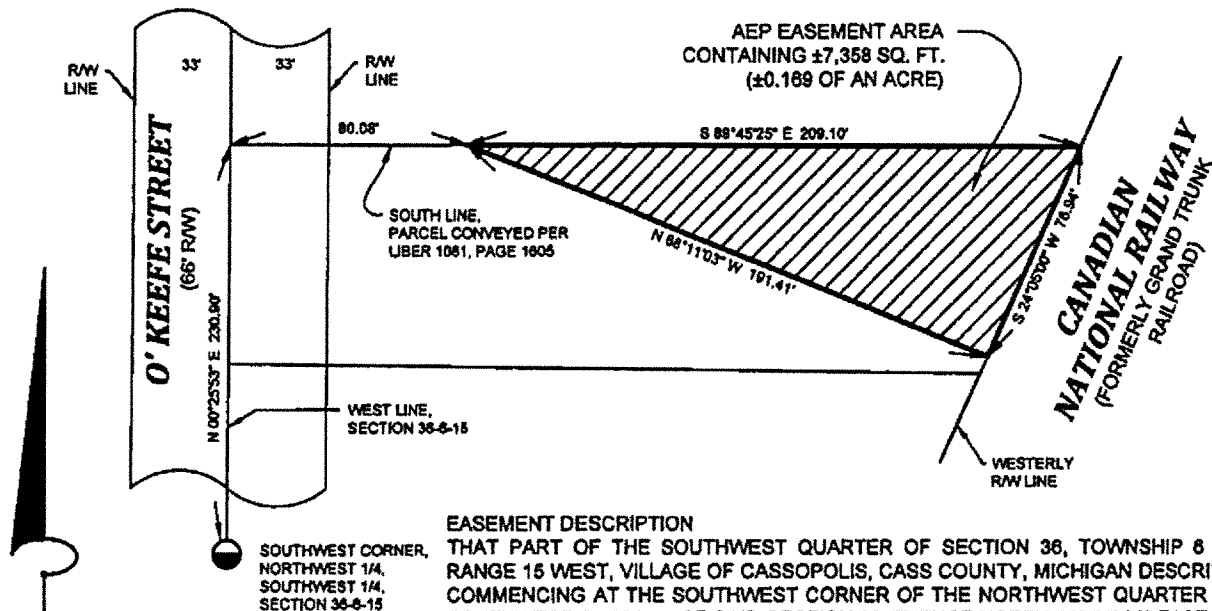
REVISIONS:

STATE OF MICHIGAN
CASS COUNTY
VILLAGE OF CASSOPOLIS
SEC. 36, T. 6 S, R. 15 W

EXHIBIT "A"

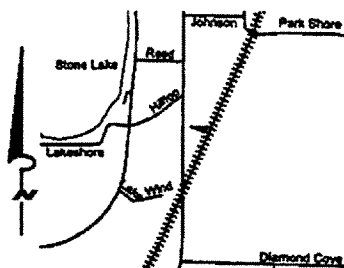
COMMUNITY MILLS, INC.
LIBER 1079, PAGE 2287
14-041-136-105-01

THIS IS NOT A
BOUNDARY SURVEY.

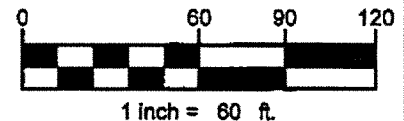
**EASEMENT DESCRIPTION**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 15 WEST, VILLAGE OF CASSOPOLIS, CASS COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 00° 25' 53\"

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE), U.S. SURVEY FEET.



VICINITY MAP
(NOT TO SCALE)



Aaron D. Smith

06/26/2020

AARON D. SMITH
PS - 43068

DATE

KENZIE CREEK - COREY
INDIANA MICHIGAN POWER COMPANY

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) U.S. SURVEY FEET.

DRAWN BY: BKG

CHECKED BY:

LINE: TLN120:94-088

WO:

SCALE: 1" = 60'

EXHIBIT "A" PREPARED BY:

EASEMENT: 122C

MAP NO: 2000

W&A JOB#: 150327

WIGHTMAN

DATE CREATED: 06/26/2020

REVISIONS:

2303 PIPESTONE ROAD

BENTON HARBOR, MI 49022

269-827-0100



Line Name: Kenzie Creek - Corey

Line No.: TLN120:94088 Easement No.: 114

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this 15th day of April, 2022, Community Mills Inc., whose address is P.O. Box 157, Cassopolis, Michigan 49031, ("Grantor"), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Michigan, Cass County, LaGrange Township, Section 36, Township No. 6S, Range No. 15W, City of Cassopolis, in that certain document, dated 12/19/1996 recorded in Volume 625, Page 149, and dated 12/19/1996 recorded in Liber 368, Page 1270, of the real property records of Cass County, Michigan, and such tract is subject to easements and rights-of-way granted in favor of Indiana Michigan Power Company.

Indiana Michigan Power Company, a(n) Indiana corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 06/21/1950, and recorded in Liber 212, Page 583, of the official records of Cass County, Michigan (the "Original Easement").

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys this Supplemental Easement and Right of Way ("Easement") to AEP for electric transmission, distribution, and AEP's communication lines and appurtenant equipment and fixtures to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 14-041-136-109-01

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit "A", attached hereto and made a part hereof ("Easement Area"). The Easement amends the Original Easement by vacating the area of land covered by the Original Easement outside of the Easement Area.

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within

the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric transmission facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

Grantor may use the Easement Area for ingress and egress, and the parking of vehicles, provided that such use is not inconsistent with the rights granted to AEP hereunder. However, any use of the Easement Area by Grantor shall be in compliance with applicable laws and government regulations regarding the safety of activities conducted in the proximity of electric transmission lines, including maintaining applicable clearances with respect to the electric transmission lines.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing here in will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

Any remaining space on this page left intentionally blank. See next page for signatures.

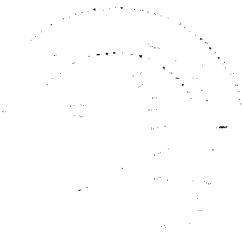
IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR
Community Mills Inc.

Community Mills Inc.
By: [Signature]
Its: President

State of Michigan §
§
County of Cass §

This instrument was acknowledged before me on this 15th day of April, 2022
by Raymond McKenzie, of Community Mills Inc., a(n) MT.
MT. corporation, on behalf of said corporation.



Linda L. Tone
Notary Public
Print Name: Linda L. Tone
My Commission Expires: 9-14-2024
I am a resident of Cassopolis, County, Cass
Acting in the County of Cass

This instrument is exempt from tax by reason of the provisions of MCL 207.505 (f) and MCL 207.526 (f). (The easement shall be assessed as personal property under MCL 211.8 (g).)

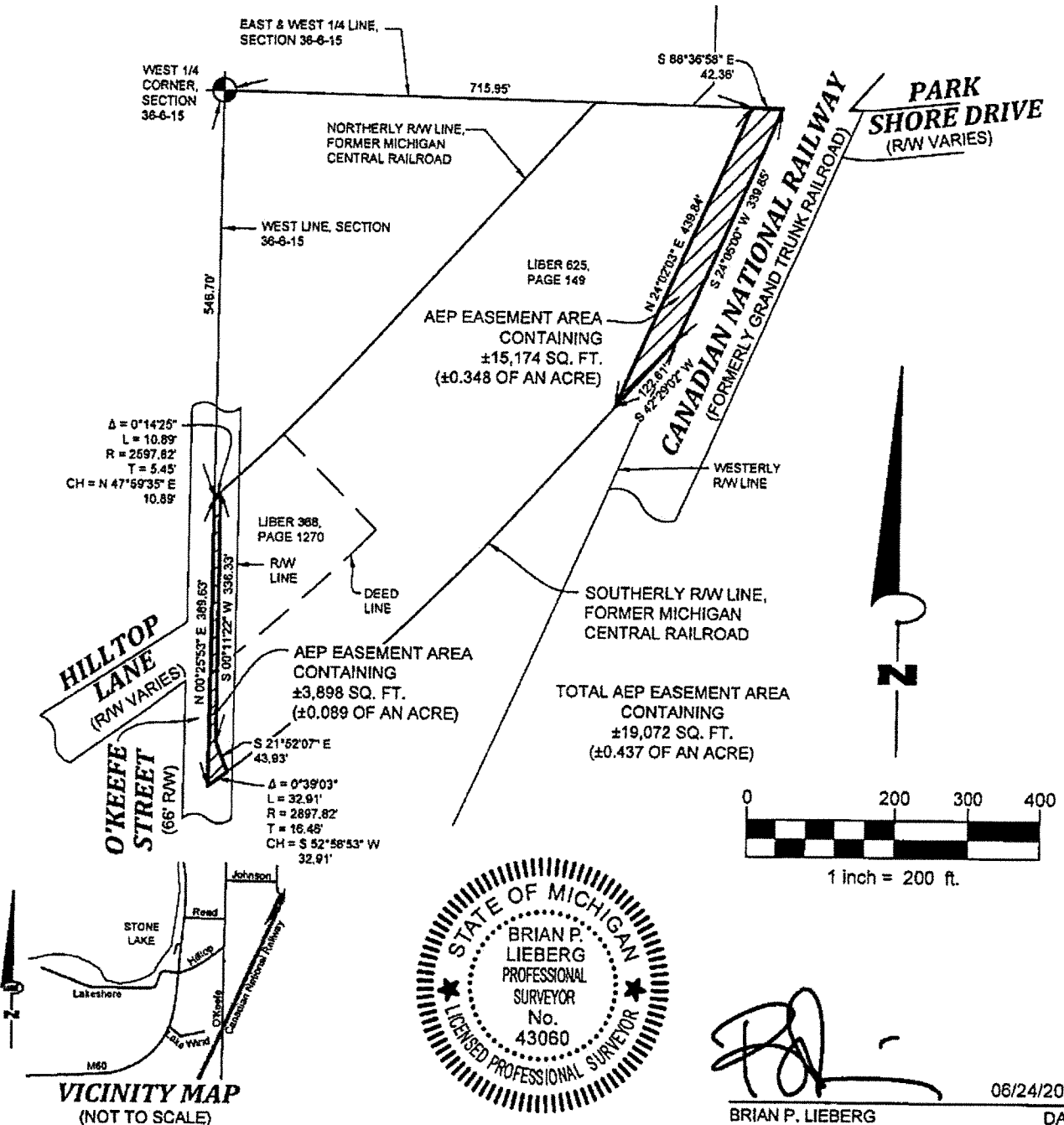
This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of Indiana Michigan Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801

STATE OF MICHIGAN
CASS COUNTY
VILLAGE OF CASSOPOLIS
SEC. 36, T. 6 S, R. 15 W

EXHIBIT "A"
COMMUNITY MILLS, INC.
LIBER 625, PAGE 149 &
LIBER 368, PAGE 1270
14-041-136-109-01

THIS IS NOT A
BOUNDARY SURVEY.



**KENZIE CREEK - COREY
INDIANA MICHIGAN POWER COMPANY**

**MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) U.S. SURVEY FEET.**

LINE: TLN120:94-088

WO:

DRAWN BY: BKG

CHECKED BY:

EASEMENT: 114

MAP NO: 2000

SCALE: 1" = 200'

W&A JOB#: 150327

DATE CREATED: 06/30/2016

SHEET 1 of 2

REVISIONS: 06/22/2020

EXHIBIT "A" PREPARED BY:
WIGHTMAN & ASSOCIATES, INC.
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
269-927-0100

STATE OF MICHIGAN
CASS COUNTY
VILLAGE OF CASSOPOLIS
SEC. 36, T. 6 S, R. 15 W

EXHIBIT "A"
COMMUNITY MILLS, INC.
LIBER 625, PAGE 149 &
LIBER 368, PAGE 1270
14-041-136-109-01

THIS IS NOT A
BOUNDARY SURVEY.

EASEMENT DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 15 WEST, VILLAGE OF CASSOPOLIS, CASS COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT A POINT ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 36 THAT IS 715.95 FEET SOUTH 88° 36' 58" EAST OF THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 88° 36' 58" EAST ON SAID EAST AND WEST QUARTER LINE 42.36 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILWAY (FORMERLY GRAND TRUNK RAILROAD); THENCE SOUTH 24° 05' 00" WEST ON SAID WESTERLY RIGHT OF WAY LINE 339.85 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE FORMER MICHIGAN CENTRAL RAILROAD; THENCE SOUTH 42° 28' 02" WEST ON SAID SOUTHERLY RIGHT OF WAY LINE 122.61 FEET; THENCE NORTH 24° 02' 03" EAST 439.84 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 36 DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 36 AND THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER MICHIGAN CENTRAL RAILROAD, SAID POINT BEING 546.70 FEET SOUTH 00° 25' 53" WEST OF THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE NORTHEASTERLY 10.89 FEET ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 2597.82 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 47° 59' 35" EAST 10.89 FEET; THENCE SOUTH 00° 11' 22" WEST 336.33 FEET; THENCE SOUTH 21° 52' 07" EAST 43.93 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID FORMER MICHIGAN CENTRAL RAILROAD; THENCE SOUTHWESTERLY 32.91 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE AND ON A 2897.82 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 52° 58' 53" WEST 32.91 FEET TO SAID WEST SECTION LINE; THENCE NORTH 00° 25' 53" EAST ON SAID WEST SECTION LINE 389.63 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM SOUTH ZONE), U.S. SURVEY FEET.



[Signature]

06/24/2020

BRIAN P. LIEBERG
PS - 43060

DATE

**KENZIE CREEK - COREY
INDIANA MICHIGAN POWER COMPANY**

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) U.S. SURVEY FEET.

DRAWN BY: BKG

CHECKED BY:

LINE: TLN120:94-088

WO:

SCALE:

EASEMENT: 114

MAP NO: 2000

W&A JOB#: 150327

DATE CREATED: 05/30/2017

SHEET 2 of 2

REVISIONS: 06/22/2020

EXHIBIT "A" PREPARED BY:
WIGHTMAN & ASSOCIATES, INC.
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
268-927-0100