MEETING MINUTES
FEBRUARY 27, 2018

PRESENT: Chairperson Quinney and Secretary Byrum
ABSENT: Member Schertzing

I. CALL MEETING TO ORDER

Chairperson Quinney called the meeting to order at 2:35 p.m.

II. APPROVAL OF AUGUST 10 2017 MINUTES

Moved by Secretary Byrum to approve the minutes.

The motion carried unanimously. Absent: Member Schertzing.

III. OLD BUSINESS

IV. NEW BUSINESS

A. Georgetown No. 4 – submitted for approval
   Meridian Township
   Section 14 T4N R1W

Secretary Byrum moved to approve Georgetown No. 4.

The motion carried unanimously. Absent: Member Schertzing.

B. Discussion and Comments

Secretary Byrum stated that her office would take over preparing and having custody of the minutes of Plat Board meetings pursuant to statute.

V. PUBLIC COMMENT
VI. ADJOURNMENT

Moved by Secretary Byrum to adjourn the meeting at 2:38 p.m.

The motion carried unanimously.

[Signature]
BARB BYRUM, INGHAM COUNTY CLERK
PLAT BOARD CHECK LIST

PLAT NAME: Georgetown No. 4

PROPRIETOR'S NAME: Lyde Company

FINAL PLAT WAS SUBMITTED ON: February 21, 2018 @ 2:19 pm

DATE OF PLAT BOARD MEETING: February 27, 2018 @ 2:30 pm

MUNICIPALITY: Mendian Township

SECTION: 14

NUMBER OF lots: 22

FEES:
- Plat Recording Fee ($30.00 check) □ Included □ N/A
- Restrictions Recording Fee ($30.00 check) □ Included □ N/A
- State ($150.00 + $15.00 for each lot over 4) □ Included □ N/A

CERTIFICATES:
- Surveyor’s Certificate □ Included □ N/A
- Proprietor’s Certificate □ Included □ N/A
- County Treasurer’s Certificate □ Included □ N/A
- Drain Commissioner’s Certificate □ Included □ N/A
- County Road Commission Certificate □ Included □ N/A
- Certificate of Municipality Approval □ Included □ N/A
- Plat Board □ Included □ N/A

OTHER:
- Traverse Closing □ Included □ N/A
- Title Insurance Policy □ Included □ N/A
  Dated not more than 30 days prior to submission of plat
- Certified copy of Plat □ Included □ N/A
Easements

B3295 P325
B3348 P408
B3295 P326
2017-025696

Articles of Organization

George F. Eyde Manager, LLC
George F. Eyde Family, LLC
Louis J. Eyde Manager, LLC
Louis J. Eyde Family, LLC
Proprietor's Plat Review Submittal Form and Checklist

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Office of Land Survey and Remonumentation
First Class Mail: PO Box 30255, Lansing, MI 48909
Overnight Courier Service: 2501 Woodlake Circle, Okemos, MI 48864
Phone 517-241-6321 / Fax 517-241-6301
E-Mail: bcccolsr@michigan.gov

<table>
<thead>
<tr>
<th>Authority: 1967 PA 288</th>
<th>LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLAT NAME:</td>
<td>Georgetown No. 4</td>
</tr>
<tr>
<td>COUNTY:</td>
<td>Ingham</td>
</tr>
<tr>
<td>MUNICIPALITY:</td>
<td>Meridian Twp</td>
</tr>
<tr>
<td>COPY FEE:</td>
<td>$ 105.40</td>
</tr>
<tr>
<td>REVIEW FEE:</td>
<td>$ 420.00</td>
</tr>
<tr>
<td>TOWNSHIP:</td>
<td>4</td>
</tr>
<tr>
<td>RANGE</td>
<td>N S</td>
</tr>
<tr>
<td>SECTION</td>
<td>14</td>
</tr>
<tr>
<td>1/4 SECTION OR GOVERNMENT LOT</td>
<td>SW</td>
</tr>
<tr>
<td>NO. OF LOTS</td>
<td>22</td>
</tr>
<tr>
<td>TOTAL ACREAGE</td>
<td>24.20</td>
</tr>
</tbody>
</table>

Would you like an additional mylar "Exact Copy" of the approved plat for your records? [ ] Yes [ ] No

If Yes, five (5) mylar "exact copies" will be made. If No, only four (4) mylar "exact copies" will be made. [MCL 560.173(c)]

Where would you like the fifth (5th) mylar "exact copy" sent? [MCL 560.173(c)]

[ ] N/A [ ] Proprietor [ ] Surveyor

PLEASE MAKE SEPARATE CHECKS MADE PAYABLE TO THE "STATE OF MICHIGAN". ONE CHECK FOR THE REVIEW FEE AND ONE CHECK FOR THE EXACT COPY FEE.

State Plat Review Fee - Made Payable to the State of Michigan [MCL 560.241] ($150 for first four lots plus $15 for each additional lot) | (28) CHECK #1 TOTAL | $ 420.00

Exact copies of Final Plat [MCL 560.171(a) and R560.104(3)] | (28) CHECK #2 TOTAL | $105.40

$55 plus ($1.68 x [ ] number of sheets) x [ ] number of copies

NOTE: If a plat is rejected, a new review fee and updated/new documentation are required to be submitted along with the revised plat. Rejected plats will be mailed to the Surveyor's address on this form unless Proprietor specifies otherwise in writing.

VALIDATION AREA

Copy fee paid on initial submittal of plat.
<table>
<thead>
<tr>
<th>Description</th>
<th>Incl.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Plat on Approved Material [MCL 560.132, MCL 560.169 and R 560.104]</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Register of Deeds Filing and Recording Fee submitted to the County for the plat [MCL 560.241]</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>• Please provide a receipt from the County Clerk</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Register of Deeds Filing and Recording Fee submitted to the County for any restrictions [R 560.103]</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>• Please provide a receipt from the County</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Traverse Closure of Plat Boundary [R 560.112(2)(i)]</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Recorded Easements and Releases [R 560.112(2)(ee)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Corner Recodreration Certificates [R 560.112(2)(k)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floodplain Restrictions [MCL 560.194 and R 560.103]</td>
<td></td>
<td></td>
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<tr>
<td>Governmental Imposed Deed Restrictions [MCL 560.254 and R 560.103]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified True Copies of Plat [MCL 560.142, MCL 560.161-167, MCL 560.169 and R 560.115]</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Owner's Policy of Title Insurance [MCL 560.245]</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Appropriate Certifications and Language Pursuant to the Current Rules [R 560.101 thru R 560.135]</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Copy of Proprietor's Filed Incorporation, Partnership or Trust Documents, i.e., legal entity verification</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Public Water Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• NOT BUILT (not installed and not ready for connection) - Provide State Issued Construction Permits and Proof of Surety for Public Water Service [MCL 560.148 and R 560.121]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• BUILT (installed and ready for connection) - above referenced documents not required [MCL 560.148 and R 560.121]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Onsite Water Wells - Provide a copy of the preliminary plat reviewed and approved by the Health Department and a copy of the associated approval letter. [MCL 560.118, 560.148 and R 560.121]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Sewer Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• NOT BUILT (not installed and not ready for connection) - Provide State Issued Construction Permits and Proof of Surety for Public Sewer Service [MCL 560.148 and R 560.121]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• BUILT (installed and ready for connection) - above referenced documents not required [MCL 560.148 and R 560.121]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Onsite Sewage Disposal - Provide a copy of the preliminary plat reviewed and approved by the Health Department and a copy of the associated approval letter. [MCL 560.118, 560.148 and R 560.121]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>When applicable, provide copies of the preliminary plats reviewed and approved by the following agencies and the associated approval letters.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Michigan Department of Transportation [MCL 560.115]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Michigan Department of Environmental Quality [MCL 560.116 and 560.117]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Health Department [MCL 560.118]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Items not checked were submitted for initial review
Figure Name: Georgetown No. 4

Course: S 89–48–37 W  Distance: 554.47'
Course: N 00–11–23 W  Distance: 596.50'
Course: N 53–44–35 E  Distance: 359.82'
Course: N 00–06–01 W  Distance: 1072.91'
Course: N 89–53–59 E  Distance: 479.85'
Course: S 00–05–19 W  Distance: 1671.74'
Course: S 89–48–37 W  Distance: 208.78'
Course: S 00–05–19 W  Distance: 208.78'

Perimeter: 5152.856

Area: 1056919.097  24.2 acres
Mapcheck Closure — (Uses listed courses & COGO Units)
Error of Closure: 0.0039
Course: N 84–43–54 E
Precision 1: 1305854.21
February 16, 2018

Brent Pennala
Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Office of Land Survey & Remonumentation
611 W. Ottawa Street
Lansing, Michigan 48933

RE: Final plat of Georgetown No. 4

Mr. Pennala:

This letter is to clarify a couple minor issues that came up when the final title policy was completed. There are a couple easements that were not included on the previously submitted title commitment because they did not cross the Phase 4 property. However the title company determined that they should be listed on the policy because the legal description within the documents calls for the entire Georgetown property and there are terms, conditions and provisions that may still apply to the Phase 4 portion. Liber 3295, Page 325 & Amendment in Liber 3348, Page 408 (with easement in Liber 3295, Page 326) are for the Foster Drain but are for the portion of that drain within the previous phases. I have included these documents with the submittal but no additional easements are shown on the plat since these items do not cross this Phase. I have also included the newly recorded easement in Document No. 2017-025696 which is for Phase 4 but did not include Document No. 2017-026688 which is just the Agreement for establishment of those new drain easements as well as the rest of the Georgetown project. I can provide you an electronic copy of this document if needed but it is 89 pages and I didn’t think it was necessary to print those and submit at this time. Liber 73, Page 12 (with survey in Liber 73, Page 6) was initially put back on the policy but then removed by the endorsement sheet after we confirmed for them that the easement was for the Unruh Drain and that this drain is entirely within Phase 3.

If you have any questions or need further information, please feel free to contact us.

Sincerely,

Dane B. Pascoe, PS
KEBS, Inc.
Owner’s Policy

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the “Company”) insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) a defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

For Reference:

File #: 234467LANS
Loan #: Louis J. Eyde Family

Issued By:

Transnation Title Agency of Michigan Central Division, LLC
1675 Watertower Place, Suite 200
East Lansing, MI 48823

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA members and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or
     has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of
     transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured;

(2) if the grantee wholly owns the named Insured;

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and all improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured, The Company may take any
appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant:

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the
Policy #: 5011400-1978308

Company or with the Company’s consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY
All payments under this policy, except payments made for costs, attorneys’ fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT
(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys’ fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

(b) The Company’s right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION
Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT
(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM
(a) Choice of Law: The Insured acknowledges the Company has undertaken the risks covered by this policy as determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.
SCHEDULE A

Amount of Insurance: $2,075,490.00  Date of Policy: January 31, 2018 at 8:00 am  Policy No.: 5011400-1978308e

1. Name of Insured: Louis J. Eyde Family, LLC, a Michigan limited liability company, successor by conversion to Louis J. Eyde Limited Family Partnership, a Michigan limited partnership and George F. Eyde Family, LLC, a Michigan limited liability company, successor by conversion to George F. Eyde Limited Family Partnership, a Michigan limited partnership

2. The estate or Interest in the Land that is insured by this policy is: Fee Simple

3. Title to the Land is vested in: Louis J. Eyde Family, LLC, a Michigan limited liability company, successor by conversion to Louis J. Eyde Limited Family Partnership, a Michigan limited partnership and George F. Eyde Family, LLC, a Michigan limited liability company, successor by conversion to George F. Eyde Limited Family Partnership, a Michigan limited partnership

4. The Land referred to in this policy is described as follows:

SEE ATTACHED EXHIBIT "A"

Schedule A – Owner’s Policy
Underwritten by First American Title Insurance Company
Georgetown No. 4, a subdivision of part of the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 14, thence South 89°48'37" West along the South line of said Section 14, a distance of 208.78 feet to the point of beginning of this description; thence South 89°48'37" West continuing along said South line 554.47 feet to the Southeast corner of Georgetown No. 3 as recorded in Liber 58 of Plats, Pages 24-32, Ingham County Records; thence along the East line of said Georgetown No. 3 the following 3 courses: North 00°11'23" West 596.50 feet, North 53°44'35" East 359.82 feet and North 00°05'01" West 1072.81 feet to the Northeast corner of said Georgetown No. 3; thence North 89°53'59" East 479.85 feet to the North-South 1/4 line of said Section 14; thence South 00°05'19" West along said North-South 1/4 line 1671.74 feet; thence South 89°48'37" West parallel with said South line 208.78 feet; thence South 00°05'19" West parallel with said North-South 1/4 line 208.78 feet to the point of beginning.
SCHEDULE B

Policy Number: 5011400-1978308e

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART ONE:

1. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
2. Any facts, rights, interests or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, claims of easements or encumbrances that are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes and assessments not due and payable at Date of Policy.
7. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
8. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
9. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
10. 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 1987, as amended.
11. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
14. Terms, conditions and provisions which are recited in the Release of Right of Way recorded in Liber 73 of Misc. Records, Page 12.
15. Easement granted to Consumers Energy Company recorded in Liber 2506, Page 264.
16. Terms, conditions and provisions which are recited in the Drainage Agreement recorded in Liber 3295, Page 325. Amended in Liber 3348, Page 408.

Schedule B – Owner’s Policy
Underwritten by First American Title Insurance Company
17. Easements and the terms, conditions and provisions thereof which are recited in the Drain Easement Agreement for Foster Drain recorded in Instrument No. 2016-001341.

18. Terms, conditions and provisions which are recited in the Drainage Easement and Agreement recorded in Instrument No. 2017-025996.

19. Terms, conditions and provisions which are recited in the Drainage Agreement recorded in Instrument No. 2017-026688.

20. In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

   (i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

   (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

   The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

21. Any water and sewer assessments due.

PART TWO:

Schedule B - Owner's Policy
Underwritten by First American Title Insurance Company
ENDORSEMENT
Attached to Policy No.: 5011400-1978308e
Issued by
First American Title Insurance Company

File No.: 234467LANS

1. Schedule B, Paragraph 14 is hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: February 14, 2018

First American Title Insurance Company

By: [Signature]

Linda Wisniski
Transnation Title Agency of Michigan
Central Division LLC

45-102.1-06 (09/11)
Scriveners Endorsement
LAND CORNER RECORDATION CERTIFICATE

Located In: Ingham County, Meridian Township
Corner Code #

1. Public Land Survey
   T 4 N R 1 W
   J-6

2. Property Controlling
   In Section
   S T R
   S T R

3. Miscellaneous
   Property in Sec.
   S T R

4. Lot No. Recorded Plats
   5. Private Claims

I, Robert J. Arnold Jr., in a field survey on November 4, 2013, do hereby certify that under requirements of P.A. 74, Michigan P.A. of 1970, the corner points mentioned in lines 1 and 2 above were in conformance with regulations and rules therefore as required in the current manual of survey instructions of the United States Department of the Interior, Bureau of Land Management or by a decree of a Court of Law and/or that the corner points mentioned in lines 3, 4 and 5 above were in conformance with the rules of the Michigan Board of Land Surveyors or by a Decree of a Court of Law; established, re-established, monumented, re-monumented, recovered, found as expressed below:

NOTE: Not more than 4 CORNERS may be recorded on this certificate.

A. Description of original monument and accessories and/or subsequent restoration:

1) 1997 J. Stephens PS #16053 found a ¾" Iron Bar as recorded in Liber 3 of Corners Page 369. Recorded LCRC L9 P 223 to update the witness information.
2) 2013 Ingham County Road Commission Plan 210 800930 references corner and publishes state plane coordinates, and new witness ties.

B. Description of corner evidence found and/or method applied in restoring or reestablishing corner:

Found a ¾" Bar in a Monument Box near the centerlines of Cornell Rd (N/S) and Tihart Rd (E/W) in September of 2013. The recovery was completed as part of a Monument Preservation effort for an Ingham County Road Commission project prior to road reconstruction.

Found and verified two of the four witnesses reported on recorded LCRC L9 P 223.

C. Description of monument for corner and accessories established to perpetuate locating the position of the corner:

Upon completion of road reconstruction project set an 18" long ¾" Re-rod with a plastic cap stamped "52471" in a monument box 0.5' East of the centerline of Cornell Rd and measured the following witnesses:

58.64' NW to a Pound nail and tag #16053 in the Southwest side of a utility pole (58.64'R)
100.34' SE to a Pound nail and tag #39100in the West side of a 10" Oak
153.33' NE to a Pound nail and tag #47945 in the West side of a 13" Cherry

Signed by signature
Surveyor's Michigan License No. 52471

STATE OF MICHIGAN
PROFESSIONAL SURVEYOR
Licensed No. 52471

Register of Deeds Stamps & File Number
B: 15 PG: 236

2013-051410
CURTIS HERTEL JR
INGHAM COUNTY MICHIGAN
REGISTER OF DEEDS
RECORDED ON:
11/12/2013 07:30 AM
PAGES: 1

M:\DEEDS\Register_Deeds\Ingham\Ingham County MI Register of Deeds\2013-051410.png
LAND CORNER RECORDATION CERTIFICATE

Located In: Ingham County, Meridian Township

1. Public Land Survey
   T 4N R 1W

2. Property Controlling
   in Section
   S 7 T 4R

3. Miscellaneous
   Property in Sec.
   S 7 T 4R

4. Lot No. Recorded Plats
5. Private Claims

I, Robert J. Arnold Jr., in a field survey on November 4, 2013, do hereby certify that under requirements of P.A. 74, Michigan P.A. of 1970, the corner points mentioned in lines 1 and 2 above were in conformance with regulations and rules therefore as required in the current manual of survey instructions of the United States Department of the Interior, Bureau of Land Management or by a decree of a Court of Law and/or that the corner points mentioned in lines 3, 4 and 5 above were in conformance with the rules of the Michigan Board of Land Surveyors or by a Decree of a Court of Law; established, re-established, monumented, re-monumented, recovered, found as expressed below:

NOTE: Not more than 4 CORNERS may be recorded on this certificate.

A. Description of original monument and accessories and/or subsequent restoration:

1) 2011 G. Barish PS #47942 presented evidence to the Ingham County Remonumentation peer review committee and obtained approval that this position is a faithful representation of the original government corner set in 1827. Recorded LCRC LI 5 P 023.

B. Description of corner evidence found and/or method applied in restoring or reestablishing corner:

Found an Ingham County Remonumentation Cap stamped “Ingham County PA 345 47942” on a 5/8” Bar in a Monument Box 2’ East of the centerline of Cornell Rd (N/S) in September of 2013. The recovery was completed as part of a Monument Preservation effort for an Ingham County Road Commission project prior to road reconstruction.

Found and verified all of the five witnesses reported on recorded LCRC LI 5 P 023.

C. Description of monument for corner and accessories established to perpetuate locating the position of the corner:

Upon completion of road reconstruction project set a 24” long 5/8” Form Pin with a 2 1/2” diameter Aluminum cap stamped “Ingham County PA 345 52471” in a monument box 1.7’ East of the centerline of Cornell Rd and measured the following witnesses:

43.87’ SE to a Found KEBS nail and tag in the North side of a utility Pole (43.87’
87.56’ NNW to a Found KEBS nail and tag in the East side of a 20” Oak (87.56’
90.42’ WNW to the Southeast corner of a concrete house foundation #5001 (90.42’
128.17’ NW to the Northeast corner of a concrete house foundation #5001 (128.17’
88.24’ ENE to a Found Mag nail and Ingham County tag in the West side of a 34” Oak (88.24’

Signed by

[Signature]

Date 11/4/13

Surveyor’s Michigan License No. 52471

[Stamp]
LAND CORNER RECORDATION CERTIFICATE

For corners in

INGHAM

(Township)

Meridian Township

Located in: Corner Code #

1. Public Land Survey
   T 4N R 1W I-07

2. Property Controlling in Section
   S T T

3. Miscellaneous Property in Sec.
   S T T

4. Lot No. Recorded Plat

5. Private Claims

I, Gilbert M. Barish, in a field survey on 28-August 2013 do hereby state that under requirements of P.A. 74, Michigan P.A. of 1970, the corner points mentioned in lines 1 and 2 above were in conformance with regulations and rules therefore as required in the current manual of survey instructions of the United States Department of the Interior, Bureau of Land Management or by a decree of a Court of Law and for that the corner points mentioned in lines 3, 4 and 5 above were in conformance with the rules of the Michigan Board of Land Surveyors or by a Decree of a Court of Law; established, re-established, monumented, recovered, found as expressed below:

NOTE: Not more than 2 corners, all in the same town and range, may be recorded on this certificate.

A. Description of original monument and accessories and/or subsequent restoration:

1) 01-Feb-1827 Original Survey by Musgrove Evans
   Set post common sections 14, 15, 22, and 23 ft. at 80.00 ch
   Tamara 9', 842'E, 14iks
   Do 12', 586'E, 13iks

PART "A" CONTINUED ON SHEET 2

B. Description of corner evidence found and/or method applied in restoring or reestablishing corner:

Found a 3/4" pinch pipe in the West shoulder of Powell Road in accordance with item 8 above. Removed pipe and found it anchored to a 20" broken concrete monument. The concrete monument was removed as it was attached to the pipe. Drove a 1/2" X 66" steel bar at the location of the pipe and concrete monument and capped with an Ingham County cap. The corner is at the level of the swamp. The road bed is 2.0' above the water line.

Dead trees and stumps exist with visible witness tags, but are surrounded by water and not accessible.

This position falls in a swamp with no apparent GLO calls to the swamp either entering or leaving. I find no other monument established for this position and no conflicting evidence for this location. The position is 13.25 feet West of the apparent road centerline at this location.

I accept the location of the found 3/4" pipe above the concrete monument as the best available evidence and set a 1/2" x 66" steel bar and aluminum Ingham County cap at the position of the 3/4" pipe in the shoulder of the gravel roadway.

Measurements:

   (I-07 to I-08) GDI - 2644.68' Authenreith - 2645.12' GLO - 2640'
   (I-07 to I-08) GDI - 2646.18' Bryan - 2646.38' GLO - 2640'

C. Description of monument for corner and accessories established to perpetuate locating the position of the corner:

Set a 1/2" X 66" re-bar and standard Ingham County cap stamped "P.A. 345, 47942" at the shoulder grade gravel surface of Powell Road.

N14'E, 214.93', Set nail and tag in West face utility pole
N08'E, 593.46', Set nail and tag in West face utility pole
S03'E, 246.64', Set nail and tag in East face utility pole
S42"W, 246.75', Southeast corner garage House No. 1550 Belvedere
East, 13.25', Centerline Powell Road

Notes:

1) Set nail and tag is a Magnetic nail and 1-1/2" aluminum tag stamped "INGHAM WITNESS PA 345"
2) Witness bearings are based on Magnetic North (Declination 6'21"W)

Signed by ___________ Date ___________

GILBERT MARSHALL
BARISH PROFESSIONAL SURVEYOR
No. 47942

Surveyor's Michigan License No. 47942

FORM APPROVED BY MICHIGAN STATE BOARD OF PROFESSIONAL SURVEYORS, JANUARY 29, 1971
REVISED JUNE 30, 1977
REVISED OCTOBER 1, 1983

2013-051708

Register of Deeds Stamp & File Number

B: 15 PG: 240

2013-051708

1

Page 1 of 3

2013-051708

County MI Register of Deeds
Part “A” continued Sheet 2 – I-07, T4N, R1W, Ingham County, Michigan


Part A
GLO Destroyed
Part B
By proportionate measure set NE corner
Part C
Set 15’ Rerod/Cap with the following witnesses:
PK Nail in triple Box Elder SSW 91.15 feet
PK Nail in 30’ Willow SE 61.24 feet
PK Nail in 6’ Maple NE 77.20 feet

3) 08-July-1985 Corner referenced in P.A. 132 survey by Larry A. Bryan P.S. #25832 S recorded in Liber 4, Page 1046
Northwest Corner Section 23, T4N, R1W
Measured 2649.26’ from I-7 to I-8
Found 5/8” iron 3’ below surface 13’ West centerline, Liber 3, Page 371.
Set nail & tag East and 15’ C.M.P., N25°E, 72.70’
Set nail & tag West and 15’ C.M.P., N05°W, 63.45’
Set nail & tag Southwest and 40’ Willow, S45°E, 61.10’

4) 23-October-1988 Corner referenced in P.A. 132 survey by Larry A. Bryan P.S. #25832 as recorded in Liber 7, Page 241
Northwest Corner Section 23, T4N, R1W
Measured 2649.26’ form I-7 to I-8
Found 5/8” iron 3’ below surface 13’ West centerline, Liber 3, Page 371.
Set nail & tag East and 15’ C.M.P., N25°E, 72.70’
Set nail & tag West and 15’ C.M.P., N05°W, 63.45’
Set nail & tag Southwest and 40’ Willow, S45°E, 61.10’

5) 26-January-1987 Corner referenced in P.A. 74 recordation certificate by Maurice H. Mahieu P.S. #28414 as recorded in Liber 6, Page 308.
Part A
The original monument and accessories were not found.
Part B
This corner was recorded in Liber 3, Page 371, by James A. Porter, L.S. 19003, In 1974 as a 1/2” rerod and cap. Larry Bryan, L.S. 25832, found the 1/2” rod and replaced it with a concrete monument. Found concrete monument on the west edge of a 22 foot wide gravel road (Powell Road) at about 2 feet below grade.
Part C
Concrete monument witnessed by:
3/4” bar in top of concrete fence post, East 52.75 feet.
Tag #25832 in SW side of 42” Willow, SE 61.12 feet.
Nail & Tag in SE side of 6” Maple, WSW 35.86 feet.
Nail & Tag in E side of 10” Maple, NW 41.76 feet.

6) 29-September-1988 Corner referenced in P.A. 132 Survey by Larry A. Bryan P.S. #25832 as recorded in Liber 6, Page 246
West 1/4 corner of Section 14, T4N, R1W
Found concrete monument 13’ West of centerline of Powell Rd.
Found nail & tag #25832 East and C.M.P., N25°W, 72.70’
Found nail & tag #25832 West and C.M.P., N05°W, 63.45’
Found nail & tag #25832 Southeast side 50” Willow, S45°E, 61.20’

7) 8-July-1988 Corner referenced in P.A. 132 survey by Terry L. Wiegman P.S. #39100 as recorded in Liber 7, Page 841
NE Comer, Section 22, T4N, R1W
Found Concrete Monument on W. edge gravel rd. (Powell Rd.) ±2’ below grade
Found N & T (25832) on SW side 42” Willow, SE, 61.13’
Found 3/4” bar in top of concrete fence post, East, 52.75’
Found N & T in SE side 6” Maple, WSW, 35.89’
Found N & T in E side 10” Maple, NW, 41.76’

8) 8-May-2002 Corner referenced in P.A. 74 recordation certificate by James E. Stephens P.S. #18053 as recorded in Liber 10, Page 238.
Part A
Original monuments and accessories were not found.
Part B
Found rod in concrete monument, 2 feet below the West edge of the gravel road (Powell Road) as Indicated in L.C.R.C., Liber 6, Page 308.
Set a 3/4” iron pole over rod in monument and raised point to road surface.
Part C
3/4” pipe witnesses by:
3/4” bar in top of concrete fence post, East 52.75’
Tag No. 25832 in Southwest side of 42” Willow tree, NW 41.76’
Found PK Nail (no tag) in East side of 14” Willow tree N50°W 67.10’

Part “A” continued on Sheet 3
Part "A" continued Sheet 3 – I-07, T4N, R1W, Ingham County, Michigan

9) 29-December-2005 Corner referenced in P.A. 132 survey by Christopher T. Reland P.S. #49106 as recorded in Liber 9, Page 264
Northeast Corner of Section 22, T4N, R1W
Measured 2628.90' from I-7 to H-7
Found concrete monument 2 feet West of West edge of 22 foot wide gravel road at about 2 feet below grade
Found 3' bar in top of concrete fence post, East, 52.75'
Set "KEBS" nail and tag East side 4' Elm, North, 59.31'
Set "KEBS" nail and tag Northeast side 24' Aspen, 540° E, 66.70'

10) 09-June-2007 Corner referenced in subdivision plat by Charles W. Glasner P.S. 13165 as recorded in Liber 57, Pages 29-34.
Measured 2645.13' from I-7 to I-8
Measured 2649.36' from I-7 to I-8
Measured 2628.22' from I-7 to H-7
No witnesses given

11) 10-April-2007 Corner referenced in unrecorded P.A. 132 Survey by Larry A. Bryan P.S. #25832
Measured 2645.12 feet from I-7 to I-6
Southwest corner of section 14, T4N, R1W
Found Pinch Pipe 1' West of the edge of Gravel of Powell Road
Witnesses:
Found 3' bar in top of concrete fence post, East, 52.75'
Found nail & tag #25832 Southwest side 50' Willow, SE, 61.15'
Found nail & tag #28414 East side 10' Maple, NW, 41.76'
Found nail & tag "KEBS", East side 10' Poplar, N50°W, 59.11'

12) 25-January-2008 Corner referenced in GEORGETOWN subdivision plat by Jeffery K. Autenrieth P.S.# 31588
Measured 2645.12 from I-7 to I-6

13) 28-August-2008 Corner referenced in unrecorded P.A. 132 Survey by Larry A. Bryan P.S. #25832
Measured 2649.38 feet from I-7 to I-8
Northeast corner of section 22, T4N, R1W
4½" pipe on West edge of gravel in Powell Road
Witnesses:
Found 4½" pipe in top of concrete fence post, East, 52.75'
Found nail & tag #25832 Southwest side 42' Willow, SE, 61.12'
Found nail & tag #28414 East side 10' Maple, NW, 41.76'
Found PK nail East side 14' Willow, N80°W, 67.10'

14) 24-February-2009 Corner referenced in GEORGETOWN NO. 2 subdivision plat by Larry A. Bryan P.S. #25832.
Measured 2645.12 from I-7 to I-6

P.A. 345 INGHAM COUNTY
PEER APPROVED 8/21/2013

2013-051708 Ingham County MI Register of Deeds Page 3 of 3
AGREEMENT TO CONSTRUCT A DRAIN
PURSUANT TO SECTION 433 OF ACT NO. 40 OF
THE PUBLIC ACTS OF 1956, AS AMENDED

THIS AGREEMENT, made and entered this ___ day of FEBRUARY, 2008, by and between PATRICK E. LINDEMANN, INGHAM COUNTY DRAIN COMMISSIONER, of 707 Buhl Avenue, Mason, Michigan 48854, hereinafter referred to as "Drain Commissioner" on behalf of the FOSTER, GEORGETOWN BRANCH DRAIN DRAINAGE DISTRICT hereinafter referred to as the "Drainage District", and the LOUIS J. EYDE LIMITED FAMILY PARTNERSHIP and the GEORGE F. EYDE LIMITED FAMILY PARTNERSHIP, each Michigan Limited Partnerships, whose address is 4660 S. Hagadorn Road, Suite 660, East Lansing, Michigan 48823, hereinafter referred to as "Landowners".

WHEREAS, Section 433 of Act Number 40 of the Public Acts of 1956, as amended, authorizes the Drain Commissioner to enter into an Agreement with Landowners to establish a drain which was constructed by the Landowners to service an area on lands owned by Landowners as a county Drain; and

WHEREAS, Landowners, pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended, wish to provide drainage service to their own lands and has requested same to be established and dedicated as a county drain under the jurisdiction of the Ingham County Drain Commissioner; and

WHEREAS, Landowners have been advised and understand and agree to assume the total cost of the construction of the drain to include engineering, inspection, easement acquisition, legal and administrative expenses and costs related or associated with this Agreement; and

WHEREAS, Landowners have obtained, at Landowners' own expense, a certificate from a registered professional engineer satisfactory to the Drain Commissioner to the effect that the existing drain is the only reasonably available outlet for the drain and that there is sufficient capacity in the existing outlet for the proposed drain to serve as an adequate outlet, without detriment to or diminution of the drainage service which the outlet presently provides. A copy of said certificate is attached hereto as Exhibit A; and

WHEREAS, Landowners understand that the Drain constructed, or to be constructed, pursuant to this Agreement, when finally accepted by the Drain Commissioner, will be known as the Foster, Georgetown Branch Drain (See Exhibit B for route and course description) and that the lands owned by Landowners (described in Exhibit C) will be known and constituted as the Foster, Georgetown Branch Drain Drainage District; and
WHEREAS, Landowners further understand that as the owners of the lands included in this Agreement in the Township of Meridian in which said Drain and the lands to be drained thereby are located, that these above described lands will hereafter be subject to assessments for the cost of construction, operation, inspection and maintenance of the Drain; and

WHEREAS, Landowners have agreed to assume and pay all costs as set forth herein; and

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree to as follows:

1. The Drain Commissioner agrees to establish the Foster, Georgetown Branch Drain as a County Drain, subject to the provisions of this Agreement, upon the completion of the construction and inspection of the Drain. The route and course of the Drain is legally described in Exhibit B. The Foster, Georgetown Branch Drain Drainage District shall be established and composed of the lands legally described in Exhibit C.

2. Landowners agree that construction of the drainage facilities shall comply with the standards and specifications of the Ingham County Drain Commissioner’s Office and in compliance with all generally accepted construction methods.

3. Landowners agree hereto to assume the cost of the project set forth in the plans, specifications and project designs. Said cost shall include:

   a. Actual expenses incurred by the Drainage District for review of plans and inspection of the construction of the Drain.

   b. The establishment of a permanent maintenance fund in an amount of five percent (5%) of the construction cost but not to exceed $2,500.00. Said payment shall not relieve the subject property from any future assessments levied pursuant to the Drain Code of 1956, as amended.

4. Landowners shall deposit said balance due with the Drainage District, to be used only for the purposes herein set forth and agreed upon and as provided by law.

5. Landowners agree to pay all of the Drain Commissioner’s actual attorney fees and recording costs relative to this Agreement.

6. Landowners may be required to provide the Ingham County Drain Commissioner and/or the Drainage District with a Bond or Letter of Credit in the sum of one hundred percent (100%) of the construction cost of the Drain, to remain in effect until final acceptance of the project by the Drainage District.

7. It is agreed that the Landowners shall convey to the Drainage District a map and legal description of the Drainage District and such easements and rights-of-way as may be necessary to accomplish the purposes herein set forth and do so without charge therefor.
8. Landowners further agrees to provide, without charge, one (1) set of reproducible Mylar "Record Drawings" of the Drain as built, which shall include design calculations showing flow rates, imperviousness factors, drainage district and sub-districts, easements and rights-of-way locations, and any other data needed by the Drainage District for proper drain operation. Landowners also agree to provide the above information on a computer disk compatible with the Drain Commissioner's system.

9. The foregoing payment of the cost of the project is agreed and understood as being for the sole benefit of the Drainage District at large or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Michigan Drain Code of 1956, as amended, for construction, improvements and/or maintenance of the Drain described herein and the Drain arising by virtue of proper and legal petitions and hearings and procedures thereon.

10. Landowners agree that construction shall comply with the standards and specifications of the Ingham County Drain Commissioner's Office and in compliance with all generally acceptable construction methods.

11. Landowners shall secure all necessary permits or authorizations as may be required by local, state or federal law and provide copies to the Drain Commissioner. The Drain Commissioner shall be provided copies of all correspondence and reports involving any governmental agency with respect to the Drain.

12. Landowners agree that said lands shall hereafter be liable for assessments levied for all costs incurred by the Drainage District, including for the operation, maintenance and improvement of the Drain, as provided in the Drain Code of 1956, as amended.

13. Landowners agree to indemnify and hold harmless the Drain Commissioner and/or Drainage District for any and all claims, damages, lawsuits, costs and expenses arising out of or incurred as a result of the Drain Commissioner assuming responsibility for the Drain under federal, state and/or local laws, standards, specifications and the administrative and judicial interpretation thereof.

14. Modification, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties.

15. This Agreement shall become effective upon its execution by the Landowners and by the Drainage District and shall be binding upon the successors and assigns of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.
FOSTER, GEORGETOWN BRANCH DRAIN DRAINAGE DISTRICT

Patrick E. Lindemann
Ingham County Drain Commissioner

STATE OF MICHIGAN  )
COUNTY OF INGHAM  ) ss.

On this 7th day of FEBRUARY, 2008, before me, a Notary Public, personally appeared PATRICK E. LINDEMANN, INGHAM COUNTY DRAIN COMMISSIONER, who acknowledged the foregoing instrument to be his free act and deed.

                                         ________________________________, Notary Public
                                         KATHY PALMER
                                         NOTARY PUBLIC - STATE OF MICHIGAN
                                         COUNTY OF INGHAM
                                         My Commission Expires: May 31, 2008
                                         Acting in the County of INGHAM

                                         State of Michigan, County of INGHAM
                                         My Commission Expires: 05/31/2008
                                         Acting in the County of: INGHAM
Louis J. Eyde Limited Family Partnership

Louis J. Eyde, General Partner

STATE OF MICHIGAN)                          )ss.
COUNTY OF INGHAM)                           

On this 14th day of February, 2008, before me, a Notary Public,
personally appeared Louis J. Eyde, General Partner of Louis J. Eyde Limited Family
Partnership, who acknowledged the foregoing instrument to be his free act and deed.

KATHY M. ELLSWORTH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Jan 30, 2012
Acting in the County of Ingham

[Signature]
Notary Public

State of Michigan, County of Ingham
My Commission Expires: 1-20-2012
Acting in the County of: Ingham
George F. Eyde Limited Family Partnership

George F. Eyde, General Partner

STATE OF MICHIGAN) )ss.
COUNTY OF INGHAM)

On this 14th day of February, 2008, before me, a Notary Public, personally appeared George F. Eyde, General Partner of George F. Eyde Limited Family Partnership, who acknowledged the foregoing instrument to be his free act and deed.

KATHY M. ELLSWORTH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
Acting in the County of Ingham

State of Michigan, County of Ingham
My Commission Expires: 1-20-2012
Acting in the County of Ingham

DRAFTED BY, RETURN TO:
Ingham County Drain Commissioner
707 Buhl Avenue
Mason, MI 48854
EXHIBIT A

AFFIDAVIT OF ENGINEER

STATE OF MICHIGAN  
COUNTY OF INGHAM

I, Gregory A. Petru, P.E. being sworn, says:

1. I am a registered professional engineer in the State of Michigan.

2. I have reviewed the Foster, Georgetown Branch Drain Drainage District as it relates to the addition of drainage to the Foster Drain Drainage District.

3. The Foster Drain is the only reasonably available outlet for the drainage from the lands which will have additional drainage provided.

4. There is existing capacity in the Foster Drain to serve the lands to whom additional services provided without detriment to, or diminution of, the drainage service provided or to be provided in the foreseeable future, to the area in the existing Foster Drain Drainage District.

Signed and sworn to before me on 11th November, 2007.

Sharon Baker
Notary Public
State of Michigan, County of: Shiawassee
My Commission Expires: 11-11-11
Acting in the County of: Ingham

License # 50958

GREGORY A. PETRU
ENGINEER NO. 50958

SHARON BAKER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF SHIAWASSEE
My Commission Expires Jan. 5, 2011
Acting in the County of Ingham
EXHIBIT B

Route and Course

Foster, Georgetown Branch Drain – Main Drain
Commencing at the West ¼ corner of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan; thence N89°56'02"E along the East-West ¼ line of said Section 14 a distance of 1321.95 feet to the East line of the West ¼ of the Southwest ¼ of Section 14; thence S00°05'08"W along said West line 759.64 feet to the South line of the North 23 acres of the Northeast ¼ of the Southwest ¼ of Section 14; thence N89°53'51"E along said South line 54.84 feet to the centerline of the Foster Drain; thence S33°42'53"E along said centerline 130.23 feet to the point of beginning of this centerline description; thence along centerline of the drain the following eleven courses: S54°42'17"W 298.70 feet, N32°03'00"W 604.96 feet, N18°08'01"E 92.86 feet, N20°40'39"W 388.13 feet, N88°27'19"W 173.37 feet, S16°01'07"W 125.25 feet, S05°41'18"W 211.30 feet, S01°11'16"E 160.11 feet to point "A", S25°06'21"E 201.00 feet, S15°03'10"E 277.78 feet and S07°06'50"W 135.00 feet to the point of ending.
Total length of drain - 2,668.46 feet.

Foster, Georgetown Branch Drain #1
Beginning at the aforementioned point "A"; thence along the centerline of the drain the following four courses: S74°10'42"W 173.09 feet to point "B", S46°20'13"W 118.50 feet, S20°05'50"W 94.53 feet and S04°18'34"E 252.66 feet to the point of ending.
Total length Branch No. 1 - 638.78 feet

Foster, Georgetown Branch Drain #2
Beginning at the aforementioned point "B"; thence along the centerline of the drain S33°47'10"E 130.53 feet to the point of ending.
Total length Branch No. 2 - 130.53 feet.
EXHIBIT C

Foster, Georgetown Branch Drain Drainage District

A parcel of land in the Southwest ¼ of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said parcel described as: Beginning at the Southwest corner of said Section 14; thence N00°05'05"E along the West line of said Section 14 a distance of 415.50 feet; thence S89°54'55"E 520.00 feet; thence N00°05'05"E parallel with said West line 260.00 feet; thence N89°54'55"W 260.00 feet; thence N00°05'05"E parallel with said West line 335.00 feet; thence N89°54'55"W 260.00 feet to said West line; thence N00°05'05"E along said West line 1634.62 feet to the West ¼ corner of said Section 14; thence N89°56'02"E along the East-West ¼ line of said Section 14 a distance of 1321.95 feet to the East line of the West ½ of said Southwest ¼; thence S00°05'08"W along said East line 759.64 feet to the South line of the North 23 acres of the Northeast ¼ of said Southwest ¼; thence N89°53'51"E along said South line 1321.94 feet to the North-South ¼ line of said Section 14; thence S00°05'12"W along said North-South ¼ line 1671.74 feet; thence S89°48'30"W parallel with the South line of said Section 14 a distance of 208.43 feet; thence S00°05'12"W parallel with said North-South ¼ line 208.33 feet to said South line; thence S89°48'30"W along said South line 2435.06 feet to the point of beginning; said parcel containing 131.22 acres more or less, including 3.79 acres more or less presently in use as public right of way; said parcel subject to all easements and restrictions if any.
AFFIDAVIT AND AGREEMENT TO CORRECT ERRONEOUS LEGAL DESCRIPTION IN PREVIOUSLY RECORDED DOCUMENTS

Larry A Bryan, being first duly sworn, deposes and says:

1. I am a registered surveyor in the State of Michigan (license no.4001025832) employed by KEBS, INC.

2. I am over the age of majority, have actual knowledge of the facts stated herein and am authorized to submit this Affidavit regarding a matter affecting title to real property described below.

3. This Affidavit is filed pursuant to MCL 565.451a, Section 1a. (c) and (d) which provide for the giving and recording of notice to certain matters which may be affecting realty in the State of Michigan.

4. A document entitled AGREEMENT TO CONSTRUCT A DRAIN PURSUANT TO SECTION 433 OF ACT NO. 40 OF THE PUBLIC ACTS OF 1956 AS AMENDED containing legal descriptions drafted by KEBS, INC. was recorded at Book 3295, Page 325 with the Ingham County Register of Deeds on February 11, 2008 (the “Original Agreement”).

5. Additionally, a document entitled EASEMENT FOR FOSTER, GEORGETOWN BRANCH DRAIN containing legal descriptions drafted by KEBS, INC. was recorded at Book 3295, Page 326 with the Ingham County Register of Deeds also on February 11, 2008 (the “Easement”).

6. “Exhibit B (detail),” “Exhibit C” and “Exhibit C (detail)” to the Agreement and “Exhibit A” and “Exhibit B” to the Easement contain the following errors in the legal description for the Foster, Georgetown Drainage District and the Landowner's Property:

   a. the distance of “208.43 feet” should be “208.78 feet”,
   b. the distance of “208.33 feet” should be “208.78 feet”, and
   c. the number of acres in the parcel when designated as "131.18 acres more or less" should be "131.22 acres more or less".

1
7. The following legal description is the correct legal description for the Foster, Georgetown Branch Drain Drainage District. It replaces the legal description in “Exhibit C” to the Original Agreement and “Exhibit C (detail)”. The same legal description also correctly describes the Landowner’s Property as described in the Easement recorded at Book 3295, Page 326 and “Exhibit A” and “Exhibit B” to the Easement:

A parcel of land in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said parcel described as: Beginning at the Southwest corner of said Section 14; thence N00°05'05"E along the West line of said Section 14 a distance of 415.50 feet; thence S89°54'55"E 520.00 feet; thence N00°05'05"E parallel with said West line 260.00 feet; thence N89°54'55"W 260.00 feet; thence N00°05'05"E parallel with said West line 335.00 feet; thence N89°54'55"W 260.00 feet to said West line; thence N00°05'05"E along said West line 1634.62 feet to the West 1/4 corner of said Section 14; thence N89°56'02"E along the East-West 1/4 line of said Section 14 a distance of 1321.95 feet to the East line of the West 1/2 of said Southwest 1/4; thence S00°05'08"W along said East line 759.64 feet to the South line of the North 23 acres of the Northeast 1/4 of said Southwest 1/4; thence N89°53'51"E along said South line 1321.94 feet to the North-South 1/4 line of said Section 14; thence S00°05'12"W along said North-South 1/4 line 1671.74 feet; thence S89°48'30"W parallel with the South line of said Section 14 a distance of 208.78 feet; thence S00°05'12"W parallel with said North-South 1/4 line 208.78 feet to said South line; thence S89°48'30"W along said South line 2435.06 feet to the point of beginning; said parcel containing 131.22 acres more or less, including 3.79 acres more or less presently in use as public right of way; said parcel subject to all easements and restrictions if any.

8. Corrected Exhibits replacing the original Exhibits are attached and labeled as such.


[Signature]

By: Larry A. Bryan
SURVEYOR

STATE OF MICHIGAN
COUNTY OF INGHAM

On this 10th day of JUNE, 2009, before me, a Notary Public, personally appeared Larry A. Bryan who acknowledged the foregoing instrument to be his free act and deed.

JEANNE M. JOHNS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Mar. 6, 2013
Acting in the County of Ingham

Notary Public, State of Michigan, County of
My Commission Expires: 
Acting in the County of: 
2
We hereby acknowledge and agree that the legal descriptions in "Exhibit B (detail)”, “Exhibit C” and “Exhibit C (detail)” to the Agreement recorded at Book 3295, Page 325, in the Ingham County Records and “Exhibit A” and “Exhibit B” to the Easement recorded at Book 3295, Page 326, in the Ingham County Records were incorrect and that the foregoing legal descriptions correct the errors, accurately reflect the correct legal descriptions and conform to the intent of the parties at the time that the legal descriptions were recorded in Book 3295, Page 326 in the Ingham County Records. All other aspects of the Easement and Original Agreement are correct. We acknowledge and agree that the attached exhibits correct the errors.

FOSTER, GEORGETOWN BRANCH
DRAIN DRAINAGE DISTRICT

Patrick E. Lindemann
Ingham County Drain Commissioner

LOUIS J. EYDE LIMITED FAMILY
PARTNERSHIP

Louis J. Eyde, General Partner

GEORGE F. EYDE LIMITED FAMILY
PARTNERSHIP

George F. Eyde, General Partner

STATE OF MICHIGAN )
COUNTY OF INGHAM )

On this 10th day of June, 2009, before me, a Notary Public, personally appeared Patrick E. Lindemann, Ingham County Drain Commissioner, on behalf of the Foster, Georgetown Branch Drain Drainage District, who acknowledged the foregoing instrument to be his free act and deed.

Carla Florence Clos
Notary Public, State of Michigan, County of Ingham
My Commission Expires: 11/17/2015
Acting in the County of: Ingham
On this 8th day of June, 2009, before me, a Notary Public, personally appeared Louis J. Eyde, General Partner of Louis J. Eyde Limited Family Partnership, who acknowledged the foregoing instrument to be his free act and deed.

Kathy M. Ellsworth
Notary Public, State of Michigan, County of Ingham
My Commission Expires: 1-20-2012
Acting in the County of: Ingham

On this 8th day of June, 2009, before me, a Notary Public, personally appeared George F. Eyde, General Partner of George F. Eyde Limited Family Partnership, who acknowledged the foregoing instrument to be his free act and deed.

Kathy M. Ellsworth
Notary Public, State of Michigan, County of Ingham
My Commission Expires: 1-20-2012
Acting in the County of: Ingham

Prepared by:
Randall B. Kleiman (P35628)
Oade, Stroud & Kleiman, P.C.
200 Woodland Pass, P.O. Box 1296
East Lansing, MI 48826-1296
(517) 351-3550

When Recorded Return to:
Patrick E. Lindemann
Ingham County Drain Commissioner
707 Buhl Street
Mason, MI 48854
(517) 676-8395
Corrected Exhibits

To

AGREEMENT TO CONSTRUCT A DRAIN

PURSUANT TO SECTION 433 OF ACT NO. 40 OF

THE PUBLIC ACTS OF 1956, AS AMENDED
EXHIBIT A

AFFIDAVIT OF ENGINEER

STATE OF MICHIGAN
COUNTY OF INGHAM

I, Gregory A. Petru, P.E., being sworn, says:

1. I am a registered professional engineer in the State of Michigan.

2. I have reviewed the Foster, Georgetown Branch Drain Drainage District as it relates to the addition of drainage to the Foster Drain Drainage District.

3. The Foster Drain is the only reasonably available outlet for the drainage from the lands which will have additional drainage provided.

4. There is existing capacity in the Foster Drain to serve the lands to whom additional services provided without detriment to, or diminution of, the drainage service provided or to be provided in the foreseeable future, to the area in the existing Foster Drain Drainage District.

Signed and sworn to before me on 14th November, 2007.

Sharon Baker
Notary Public
State of Michigan, County of: Ingham
My Commission Expires:
Acting in the County of: Ingham

STATE OF MICHIGAN
LICENSED PROFESSIONAL ENGINEER

GREGORY A. PETRU
ENGINEER NO.
50958
EXHIBIT B

Route and Course

Foster, Georgetown Branch Drain — Main Drain
Commencing at the West ¼ corner of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan; thence N89°56'02"E along the East-West ¼ line of said Section 14 a distance of 1321.95 feet to the East line of the West ¼ of the Southwest ¼ of Section 14; thence S00°05'08"W along said West line 759.64 feet to the South line of the North 23 acres of the Northeast ¼ of the Southwest ¼ of Section 14; thence N89°52'51"E along said South line 54.84 feet to the centerline of the Foster Drain; thence S33°42'63"E along said centerline 130.23 feet to the point of beginning of this centerline description; thence along centerline of the drain the following eleven courses: S54°42'17"W 298.70 feet, N52°03'00"W 604.96 feet, N18°08'01"E 92.86 feet, N20°40'30"W 388.13 feet, N89°27'19"W 173.37 feet, S16°01'07"W 125.25 feet, S05°41'16"W 211.30 feet, S01°11'16"E 150.11 feet to point "A", S25°06'21"E 201.00 feet, S15°03'10"E 277.78 feet and S07°05'50"W 135.00 feet to the point of ending.
Total length of drain - 2,668.46 feet.

Foster, Georgetown Branch Drain #1
Beginning at the aforementioned point "A"; thence along the centerline of the drain the following four courses: S74°10'42"W 173.09 feet to point "B", S48°20'13"W 118.50 feet, S20°05'50"W 94.53 feet and S04°18'34"E 252.66 feet to the point of ending.
Total length Branch No. 1 - 638.78 feet

Foster, Georgetown Branch Drain #2
Beginning at the aforementioned point "B"; thence along the centerline of the drain S33°47'10"E 130.53 feet to the point of ending.
Total length Branch No. 2 - 130.53 feet.
EXHIBIT C

Foster, Georgetown Branch Drain Drainage District

A parcel of land in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said parcel described as: Beginning at the Southwest corner of said Section 14; thence N00°05'05"E along the West line of said Section 14 a distance of 415.50 feet; thence S89°54'55"E 520.00 feet; thence N00°05'05"E parallel with said West line 260.00 feet; thence N89°54'55"W 260.00 feet; thence N00°05'05"E parallel with said West line 335.00 feet; thence N89°54'55"W 260.00 feet to said West line; thence N00°05'05"E along said West line 1634.62 feet to the West 1/4 corner of said Section 14; thence N89°56'02"E along the East-West 1/4 line of said Section 14 a distance of 1321.95 feet to the East line of the West 1/2 of said Southwest 1/4; thence S00°05'08"W along said East line 759.64 feet to the South line of the North 23 acres of the Northeast 1/4 of said Southwest 1/4; thence N89°53'51"E along said South line 1321.94 feet to the North-South 1/4 line of said Section 14; thence S00°05'12"W along said North-South 1/4 line 1671.74 feet; thence S89°48'30"W parallel with the South line of said Section 14 a distance of 208.78 feet; thence S00°05'12"W parallel with said North-South 1/4 line 208.78 feet to said South line; thence S89°48'30"W along said South line 2435.06 feet to the point of beginning; said parcel containing 131.22 acres more or less, including 3.79 acres more or less presently in use as public right of way; said parcel subject to all easements and restrictions if any.
Corrected Exhibits

To

EASEMENT FOR FOSTER, GEORGETOWN BRANCH DRAIN
EASEMENT FOR FOSTER, GEORGETOWN BRANCH DRAIN

For and in consideration of prospective benefits to be derived by reason of the construction, operation, maintenance, and improvement of the Foster, Georgetown Branch Drain, a county drain currently under the supervision of the County Drain Commissioner, whose address is 707 Buhl Avenue, Mason, Michigan 48854, of the County of Ingham and State of Michigan, as hereinafter described,

Louis J. Eyde Limited Family Partnership and
George F. Eyde Limited Family Partnership,
(each Michigan Limited Partnerships)
4680 S. Hagadorn Road
East Lansing, Michigan 48823

do hereby convey and release to the Foster, Georgetown Branch Drain Drainage District the following easements for purposes of construction, operation, maintenance, and improvement of said Drain over and across land owned by them legally described below and depicted in Exhibit A ("Landowners' Property").

A parcel of land in the Southwest ¼ of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said parcel described as: Beginning at the Southwest corner of said Section 14; thence N00°05'05"E along the West line of said Section 14 a distance of 415.50 feet; thence S89°54'55"E 520.00 feet; thence N00°05'05"E parallel with said West line 260.00 feet; thence N89°54'55"W 260.00 feet; thence N00°05'05"E parallel with said West line 335.00 feet; thence N89°54'55"W 260.00 feet to said West line; thence N00°05'05"E along said West line 1634.62 feet to the West ¼ corner of said Section 14; thence N89°56'02"E along the East-West ¼ line of said Section 14 a distance of 1321.95 feet to the East line of the West ½ of said Southwest ¼; thence S00°05'06"W along said East line 759.64 feet to the South line of the North 23 acres of the Northeast ¼ of said Southwest ¼; thence N89°53'51"E along said South line 1321.94 feet to the North-South ¼ line of said Section 14; thence S00°05'12"W along said North-South ¼ line 1671.74 feet; thence S89°48'30"W parallel with the South line of said Section 14 a distance of 208.43 feet; thence S00°05'12"W parallel with said North-South ¼ line 208.33 feet to said South line; thence S89°48'30"W along said South line 2435.06 feet to the point of beginning; said parcel containing 131.22 acres more or less, including 3.79 acres more or less presently in use as public right of way; said parcel subject to all easements and restrictions if any.
Drain Easements

Easements ("Drain Easement") are hereby given for purposes of construction, operation, maintenance and improvement of the Foster, Georgetown Branch Drain over and across the Landowners' Property, which Drain Easements are described below and depicted in the attached Exhibit B ("Drain Easement Areas").

Cross Lot Easement No. 1
An Easement for Storm Drain purposes in the Southwest ¼ of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the West ¼ corner of said Section 14; thence N89°56'02"E along the East-West ¼ line of said Section 14 a distance of 1321.95 feet to the East line of the West ½ of the Southwest ¼ of said Section 14; thence S00°05'08"W along said East line 759.64 feet to the South line of the North 23 acres of the Northeast ¼ of the Southwest ¼ of Section 14; thence N89°53'51"E along said South line 54.84 feet to the centerline of the Foster Drain; thence S33°42'53"E along said centerline 105.22 feet to the point of beginning of this easement description; thence S33°42'53"E continuing along said centerline 50.02 feet; thence S54°42'17"W 324.47 feet; thence N32°03'00"W 643.13 feet; thence N18°08'01"E 68.57 feet; thence S78°26'49"E 50.33 feet; thence S18°08'01"W 50.93 feet; thence S32°03'00"E 566.80 feet; thence N54°42'17"E 272.94 feet to the point of beginning; said easement containing 1.10 acres more or less, said easement subject to all other easements and restrictions if any.

Cross Lot Easement No. 2
An Easement for Storm Drain purposes in the Southwest ¼ of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the West ¼ corner of said Section 14; thence S00°05'05"W along the West line of said Section 14 a distance of 636.07 feet; thence S89°54'55"E perpendicular to said West line 385.19 feet to the point of beginning of this easement description; thence Northeastly 30.04 feet along a curve to the right, said curve having a radius of 220.00 feet, a delta angle of 7°49'25"; and a chord length of 30.02 feet bearing N60°25'46"E; thence S31°31'43"E 102.68 feet; thence S24°47'10"E 38.72 feet; thence S65°12'50"W 30.00 feet; thence N24°47'10"W 36.95 feet; thence N31°31'43"W 101.94 feet to the point of beginning; said easement containing 0.10 acre more or less, said easement subject to all other easements and restrictions if any.

Non-movable or permanent structures shall not be constructed by the Landowners, their agents, employees, or contractors within the specific limits of the Drain Easement Areas contained in Exhibit B. This conveyance shall also be deemed sufficient to vest in the Drainage District an easement over said areas described in Exhibit B for the clearing of the Drain Easement Areas and the spreading and/or removal of spoil and excavated materials.

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District an easement over the Landowners' Property for the uses and purposes of drainage with such rights of entry upon, passage over, storing of equipment and
materials including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of the Foster, Georgetown Branch Drain.

**Detention Easements**

An easement ("Detention Easement") is hereby given for purposes of drainage purposes and flood control and of said flood control area over and across the Landowners' Property, which Detention Easement is described below and depicted in the attached Exhibit B ("Detention Easement Areas").

**Detention Easement No. 1**

An Easement for Storm Drain purposes in the Southwest ¼ of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commenc ing at the West ¼ corner of said Section 14; thence N89°56'02"E along the East-West ¼ line of said Section 14 a distance of 616.95 feet; thence S00°03'58"E 50.00 feet to the point of beginning of this easement description; thence N89°56'02"E parallel with said East-West ¼ line 244.58 feet; thence S08°26'24"E 138.86 feet; thence S20°15'24"E 179.77 feet; thence S54°15'47"E 33.26 feet; thence S04°55'13"E 79.35 feet; thence S38°59'53"W 35.75 feet; thence N78°26'48"W 82.62 feet; thence N53°01'27"W 60.96 feet; thence N09°42'00"W 209.83 feet; thence N45°16'32"W 72.60 feet; thence N00°23'14"E 80.18 feet; thence N89°53'28"W 125.00 feet; thence N00°05'05"E 40.06 feet to the point of beginning; said easement containing 1.35 acre more or less, said easement subject to all other easements and restrictions if any.

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District an easement over the Detention Easement Areas for the uses and purposes of drainage and flood control with such rights of entry upon, passage over, storing of equipment and materials including excavated earth as may be necessary or useful for the construction, operation, maintenance and improvement of said Drain and flood control areas.

Non-moveable or permanent structures shall not be constructed and fill material of any kind shall not be deposited nor shall the contour of lands within the Detention Easement Areas be altered in any way by the Landowners, their agents, employees or contractors within the specific limits of the Detention Easement Areas without prior written approval of the Drain Commissioner.

This conveyance includes a release of any and all damages or claims arising out of the easement herein granted, or because of the establishment, construction, operation, maintenance and improvement of the Drain.

These Easements shall be binding upon the Landowners and the Drainage District, their heirs, assigns, successors in interest and successors in office and be deemed to run with the land in perpetuity.

Exempt pursuant to: MCLA 207.505(a); MCLA 207.526(a)
Louis J. Eyde Limited Family Partnership

Louis J. Eyde, General Partner

STATE OF MICHIGAN)
COUNTY OF INGHAM)

)ss.

On this 31st day of January, 2008, before me, a Notary Public, personally appeared Louis J. Eyde, General Partner of Louis J. Eyde Limited Family Partnership, who acknowledged the foregoing instrument to be his free act and deed.

KATHY M. ELLSWORTH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires: Jan. 20, 2012
Acting in the County of Ingham

Notary Public

State of Michigan, County of Ingham

My Commission Expires: 1-20-2012
Acting in the County of Ingham
George F. Eyde Limited Family Partnership

George F. Eyde, General Partner

STATE OF MICHIGAN)
COUNTY OF INGHAM)

On this 4th day of January, 2008, before me, a Notary Public, personally appeared George F. Eyde, General Partner of George F. Eyde Limited Family Partnership, who acknowledged the foregoing instrument to be his free act and deed.

KATHY M. ELLSWORTH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
Acting in the County of Ingham

____________________________, Notary Public
State of Michigan, County of Ingham
My Commission Expires: 1-20-2012
Acting in the County of: Ingham

DRAFTED BY, RETURN TO:
Ingham County Drain Commissioner
707 Buhl Avenue
Mason, MI 48854
EASEMENT FOR
FOSTER, GEORGETOWN BRANCH DRAIN DRAINAGE DISTRICT

For and in consideration of prospective benefits to be derived because of the establishment, construction, operation, maintenance and improvement of the FOSTER, GEORGETOWN BRANCH DRAIN ("Drain"), a county drain under the supervision of the INGHAM COUNTY DRAIN COMMISSIONER, whose address is 707 Buhl Avenue, Mason, Michigan 48854, as hereinafter described,

LOUIS J. EYDE FAMILY, LLC and
GEORGE F. EYDE FAMILY, LLC
(each Michigan Limited Liability Companies)
300 S. Washington Square, Suite 400
Lansing, Michigan, 48933
("Landowners").

do hereby convey and release to the FOSTER, GEORGETOWN BRANCH DRAIN DRAINAGE DISTRICT ("Drainage District") c/o Ingham County Drain Commissioner, 707 Buhl Avenue, Mason, Michigan, the following permanent easements for the purposes of construction, operation, maintenance and improvement of the Drain over and across a portion of the following land situated in the Charter Township of Meridian, County of Ingham, State of Michigan, depicted on Exhibit A, and described as follows (Landowners’ Property):

A parcel of land in the Southwest ¼ of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said parcel described as: Beginning at the Southwest corner of said Section 14; thence N00°05'05"E along the West line of said Section 14 a distance of 415.50 feet; thence S89°54'55"E 520.00 feet; thence N00°05'05"E parallel with said West line 260.00 feet; thence N89°54'55"W 260.00 feet; thence N00°05'05"E parallel with said West line 335.00 feet; thence N89°54'55"W 260.00 feet to said West line; thence N00°05'05"E along said West line 1634.62 feet to the West ¼ corner of said Section 14; thence N89°56'02"E along the East-West ¼ line of said Section 14 a distance of 1321.95 feet to the East line of the West ¼ of said Southwest ¼; thence S00°05'08"W along said East line 759.64 feet to the South line of the North 23 acres of the Northeast ¼ of said Southwest ¼; thence N89°53'51"E along said South line 1321.94 feet to the North-South ¼ line of said Section 14;
thence S00°05'12"W along said North-South ¼ line 1671.74 feet; thence S89°48'30"W parallel with the South line of Section 14 a distance of 208.78 feet; thence S00°05'12"W parallel with said North-South ¼ line 208.78 feet to said South line; thence S89°48'30"W along said South line 2435.06 feet to the point of beginning; said parcel containing 131.22 acres more or less, including 3.79 acres more or less presently in use as public right of way; said parcel subject to all easements and restrictions if any.

Parcel No. 33-02-02-14-300-05

**Drain Easements**

Easements ("Drain Easements") are hereby given for the purposes of construction, operation, maintenance and improvement of the Drain over and across the Landowner's Property, which Drain Easements are described below and depicted in the attached Exhibit B ("Drain Easement Areas").

**Cross Lot Easement No. 11**

An Easement for Storm Drain purposes in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the South 1/4 corner of said Section 14; thence S89°48'30"W along the South line of said Section 14 a distance of 550.81 feet; thence N00°11'30"W perpendicular to said South line 70.13 feet to the point of beginning of this easement description; thence N42°59'16"W 16.29 feet; thence N24°04'47"E 130.17 feet; thence Southeasterly 30.20 feet on a curve to the left, said curve having a radius of 75.00 feet, a delta angle of 23°04'26" and a chord length of 30.00 feet bearing S65°56'13"E; thence S24°04'47"W 130.16 feet; thence N88°52'35"W 16.29 feet to the point of beginning; said easement containing 0.09 acre more or less, said easement subject to all other easements and restrictions if any.

**Cross Lot Easement No. 12**

An Easement for Storm Drain purposes in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the South 1/4 corner of said Section 14; thence N00°05'12"E along the North-South 1/4 line of said Section 14 a distance of 682.98 feet; thence N89°54'48"W perpendicular to said North-South 1/4 line 100.00 feet to the point of beginning of this easement description; thence continuing N89°54'48"W 10.00 feet; thence N00°05'12"E parallel with said North-South 1/4 line 306.70 feet; thence N65°02'25"W 40.64 feet; thence Northeasterly 48.55 feet on a curve to the right, said curve having a radius of 145.00 feet, a delta angle of 19°11'08" and a chord length of 48.33 feet bearing N76°35'14"E; thence S65°02'25"E 32.34 feet; thence S24°57'35"W 30.00

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feet; hence N65°02'25"W 18.56 feet; hence S00°05'12"W parallel with said North-South 1/4 line 302.08 feet to the point of beginning; said easement containing 0.10 acre more or less, said easement subject to all other easements and restrictions if any.

Cross Lot Easement No. 13

An Easement for Storm Drain purposes in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the South 1/4 corner of said Section 14; thence N00°05'12"E along the North-South 1/4 line of said Section 14 a distance of 1066.42 feet; thence N89°54'48"W parallel to said North-South 1/4 line 159.04 feet to the point of beginning of this easement description; thence Southwesterly 30.03 feet on a curve to the left, said curve having a radius of 205.00 feet, a delta angle of 8°23'32" and a chord length of 30.00 feet bearing S66°12'36"W; thence N23°47'24"W 142.23 feet; thence N75°00'12"E 30.36 feet; thence S23°47'24"E 137.59 feet to the point of beginning; said easement containing 0.09 acre more or less, said easement subject to all other easements and restrictions if any.

Non-movable or permanent structures shall not be constructed by Landowner, their agents, employees or contractors within the specific limits of the Drain Easement areas described herein and depicted on Exhibit B. This conveyance shall also be deemed sufficient to vest in the Drainage District easements over said Drain Easement Areas described herein and Exhibit B for the clearing of the Drain Easement Areas and the spreading and/or removal of spoil and excavated materials.

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District easements over the Landowners' Property for the uses and purposes of drainage with such right of entry upon, passage over, storing of equipment and materials, including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of the Drain.

Detention Easements

Easements ("Detention Easements") are hereby given for purposes of drainage purposes and flood control and of said flood control area over and across the Landowners' Property, which Detention Easement are described below and depicted in the attached Exhibit B ("Detention Easement Area").

Detention Easement No. 5

An Easement for Storm Drain purposes in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the South 1/4 corner of said Section 14; thence N00°05'12"E along the North-South 1/4
line of said Section 14 a distance of 1200.03 feet; thence N89°54'48"W perpendicular to said North-South 1/4 line 185.76 feet to the point of beginning of this easement description; thence S75°00'12"W 119.70 feet; thence N46°58'49"W 48.90 feet; thence N09°10'19"E 185.18 feet; thence N84°46'43"E 51.79 feet; thence S51°24'58"E 55.10 feet; thence S09°55'29"E 157.91 feet to the point of beginning; said easement containing 0.55 acre more or less, said easement subject to all other easements and restrictions if any.

Detention Easement No. 6

An Easement for Storm Drain purposes in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the South 1/4 corner of said Section 14; thence S89°48'30"W along the South line of said Section 14 a distance of 500.44 feet to the point of beginning of this easement description; thence S89°48'30"W continuing along said South line 185.30 feet; thence N24°30'31"W 159.98 feet; thence S89°44'55"W 121.24 feet; thence N00°15'05"W 30.00 feet; thence N89°44'55"E 143.28 feet; thence N00°00'07"W 25.80 feet; thence N69°58'25"E 73.24 feet; thence S01°58'47"W 36.27 feet; thence S42°59'18"E 163.65 feet; thence S86°52'35"E 16.29 feet; thence S26°14'06"E 77.64 feet to the point of beginning; said easement containing 0.78 acre more or less, said easement subject to all other easements and restrictions if any.

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District an easement over the Detention Easement Areas for the uses and purposes of drainage and flood control with such rights of entry upon, passage over, storing of equipment and materials, including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain and flood control areas.

Non-movable or permanent structures shall not be constructed and fill material of any kind shall not be deposited nor shall the contour of lands within the Detention Easement Areas by Landowner, their agents, employees or contractors described herein and depicted on Exhibit B. This conveyance shall also be deemed sufficient to vest in the Drainage District an easement over said Drain Easement Areas described herein and Exhibit B for the clearing of the Drain Easement Areas and the spreading and/or removal of spoil and excavated materials.

This conveyance includes a release of any and all damages or claims arising out of the easement herein granted or because of the establishment, construction, operation, maintenance and improvement of the Drain.

This Easement shall be binding upon Landowner, and the Drainage District, their heirs, assigns, successors in interest and successors in office, and shall be deemed to run with the land in perpetuity.
This conveyance is exempt pursuant to MCL 207.505(a) and MCL 207.526(a).
Granted as of the date set forth below:

LANDOWNER:

LOUIS J. EYDE FAMILY, LLC

By: Louis J. Eyde Manager, LLC
It's: Sole manager

By:

Louis J. Eyde

It's: CEO

STATE OF MICHIGAN )
COUNTY OF INGHAM ) ss.

On this 7th day of September 2017, before me, a Notary Public
personally appeared Louis J. Eyde, CEO of the Louis J. Eyde Manager, LLC, Sole
Manager of the Louis J. Eyde Family LLC, who acknowledged the foregoing instrument
to be his free act and deed.

JASON GOLDIE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires August 30, 2022
Acting in the County of Ingham

Notary Public

State of Michigan, County of Clinton
Acting in County of Ingham
My commission expires: August 30, 2022
LANDOWNER:

GEORGE F. EYDE FAMILY, LLC
By: George F. Eyde Manager, LLC
Its: Sole manager

By: [Signature]
George F. Eyde
Its: CEO

STATE OF MICHIGAN } ss.
COUNTY OF INGHAM }

On this 28th day of April, 2017, before me, a Notary Public personally appeared George F. Eyde, CEO of the George F. Eyde Manager, LLC, Sole Manager of the George F. Eyde Family, LLC, who acknowledged the foregoing instrument to be his free act and deed.

JASON GOLDSIE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires August 30, 2022
Acting in the County of Ingham

State of Michigan, County of Ingham
Acting in County of Ingham
My commission expires: August 30, 2022

Prepared by and when recorded return to:
Patrick E. Lindemann
Ingham County Drain Commissioner
707 Buhl Avenue
Mason, Michigan 48854
Cross Lot Easement No. 11: An Easement for Storm Drain purposes in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the South 1/4 corner of said Section 14; thence N89°54'30"W along the South line 550.61 feet; thence N00°11'30"W perpendicular to said South line 70.13 feet to the point of beginning of this easement description; thence N42°59'18"W 16.29 feet; thence N24°04'47"E 130.17 feet; thence Southwesterly 30.20 feet on a curve to the left, said curve having a radius of 75.00 feet, a delta angle of 23°04'26" and a chord length of 30.00 feet; bearing S65°55'13"E; thence S24°04'47"W 130.16 feet; thence N85°52'35"W 16.29 feet to the point of beginning; said easement containing 0.09 acre more or less, said easement subject to all other easements and restrictions if any.

Cross Lot Easement No. 12: An Easement for Storm Drain purposes in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the South 1/4 corner of said Section 14; thence N00°00'12"E along the North—South 1/4 line of said Section 14 a distance of 882.88 feet; thence N89°54'48"W perpendicular to said North—South 1/4 line 100.00 feet to the point of beginning of this easement description; thence continuing N89°54'48"W 10.00 feet; thence N00°00'12"E parallel with said North—South 1/4 line 306.70 feet; thence N65°02'25"W 40.64 feet; thence Northeastly 48.55 feet on a curve to the right, said curve having a radius of 145.00 feet, a delta angle of 19°11'08" and a chord length of 48.33 feet bearing N76°30'14"E; thence S65°02'25"E 32.34 feet; thence S24°57'35"W 30.00 feet; thence N65°02'25"W 18.56 feet; thence S00°00'12"W parallel with said North—South 1/4 line 302.06 feet to the easements and restrictions if any.
EXHIBIT B

Cross Lot Easement No. 13: An Easement for Storm Drain purposes in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the South 1/4 corner of said Section 14; thence N00°00'01"E along the North-South 1/4 line of said Section 14 a distance of 1066.42 feet; thence N89°54'48"W perpendicular to said North-South 1/4 line 159.04 feet to the point of beginning of this easement description; thence Southwesterly 30.03 feet on a curve to the left, said curve having a radius of 205.00 feet, a delta angle of 8°23'32" and a chord length of 30.00 feet bearing S86°52'36"W; thence N23°47'24"W 142.23 feet; thence N76°50'01"E 30.36 feet; thence S23°47'24"E 137.59 feet to the point of beginning; said easement containing 0.09 acre more or less, said easement subject to all other easements and restrictions if any.

Detention Easement No. 5: An Easement for Storm Drain purposes in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the South 1/4 corner of said Section 14; thence N00°00'01"E along the North-South 1/4 line of said Section 14 a distance of 1200.03 feet; thence N89°54'48"W perpendicular to said North-South 1/4 line 185.76 feet to the point of beginning of this easement description; thence S76°00'12"W 119.70 feet; thence N45°58'49"W 48.90 feet; thence N09°01'19"E 165.18 feet; thence N84°46'43"E 51.79 feet; thence S51°24'58"E 55.10 feet; thence S09°55'29"E 157.91 feet to the point of beginning; said easement containing 0.55 acre more or less, said easement subject to all other easements and restrictions if any.
Detention Area No. 6: An Easement for Storm Drain purposes in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said easement described as: Commencing at the South 1/4 corner of said Section 14; thence S89°48'30"W along the South line of said Section 14 a distance of 500.44 feet to the point of beginning of this easement description; thence S89°48'30"W continuing along said South line 185.30 feet; thence N24°30'01"W 159.98 feet; thence S89°44'55"W 121.24 feet; thence N00°00'07"W 30.00 feet; thence N89°44'55"E 143.28 feet; thence N00°00'07"W 159.98 feet; thence S89°44'55"E 121.24 feet; thence S01°58'47"W 36.27 feet; thence S42°59'18"E 163.65 feet; thence N89°52'35"E 73.24 feet; thence S26°41'06"E 77.64 feet to the point of beginning; said easement containing 0.78 acre more or less, said easement subject to all other easements and restrictions if any.
ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: George F. Eyde Manager, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is:

ARTICLE IV

1. The name of the resident agent at the registered office is: George F. Eyde

2. The street address of the location of the registered office is:
   4660 South Hagadorn Road, East Lansing, Michigan 48823
   (Street Address) (City) (Zip Code)

3. The mailing address of the registered office if different than above:
   (P.O. Box or Street Address) (City) (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

The limited liability company shall be managed by managers.

Signed this 27th day of January 2012
By

Peter S. Sheldon, Organizer

(Signature(s) of Organizer(s))
(Type or Print Name(s) of Organizer(s))
ARTICLES OF ORGANIZATION
GEORGE F. EYDE MANAGER, LLC

ARTICLE VI

The effective date of this Articles of Organization is April 1, 2012.
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMERCIAL SERVICES

Date Received: MAR 28 2012

This document is effective on the date filed, unless a subsequent effective date is stated in the document.

Name: Peter S. Sheldon, Dickinson Wright PLLC
Address: 215 S. Washington Square, Suite 200
City: Lansing
State: MI
Zip Code: 48933

EFFECTIVE DATE: 1/1/2012

ARTICLES OF ORGANIZATION AND CERTIFICATE OF CONVERSION

For use by Domestic Partnerships or Domestic Limited Partnerships

to convert to a Domestic Limited Liability Company

(Please read Information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: George F. Eyde Family, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is:

ARTICLE IV

1. The street address of the location of the registered office is:
4660 South Hagadorn Road, East Lansing, Michigan 48823

2. The mailing address of the registered office if different than above:

3. The name of the resident agent at the registered office is: George F. Eyde

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

The limited liability company shall be managed by managers.
CERTIFICATE OF CONVERSION

I hereby certify:

The name of the partnership or limited partnership is ________________________________
(name)

______________________________
Partnership

For Partnerships only:

The partnership was formed ________________________________
(date)

For Limited Partnerships only:

The limited partnership formed on ________________________________ is cancelled as of the
(date)
effective date of the Articles of Organization.

______________________________
(signature)

George F. Eyde
(name)

______________________________
General Partner
(life or capacity)
ARTICLES OF ORGANIZATION AND CERTIFICATE OF CONVERSION
GEORGE F. EYDE FAMILY, LLC

ARTICLE VI

The effective date of this Articles of Organization and Certificate of Conversion is April 1, 2012.
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMERCIAL SERVICES

Date Received

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
MAR 28 2012
Administrator
BUREAU OF COMMERCIAL SERVICES

EFFECTIVE DATE: 4/1/2012

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Read full provisions and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: Louis J. Eyde Manager, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is:

ARTICLE IV

1. The name of the resident agent at the registered office is: Louis J. Eyde

2. The street address of the location of the registered office is:

   4660 South Hagadorn Road, East Lansing
   (Address) Michigan 48823
   (City) (Zip Code)

3. The mailing address of the registered office if different than above:

   (P.O. Box or Street Address) (City) (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

The limited liability company shall be managed by managers.

Signed this 31st day of January 2012

By: ______________
   (Signature(s) of Organizer(s))

Peter S. Sheldon, Organizer

(Type or Print Name(s) of Organizer(s))
ARTICLES OF ORGANIZATION
LOUIS J. EYDE MANAGER, LLC

ARTICLE VI

The effective date of this Articles of Organization is April 1, 2012.
## ARTICLES OF ORGANIZATION AND CERTIFICATE OF CONVERSION

For use by Domestic Partnerships or Domestic Limited Partnerships to convert to a Domestic Limited Liability Company

(Read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

### ARTICLE I

The name of the limited liability company is: Louis J. Eyde Family, LLC

### ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

### ARTICLE III

The duration of the limited liability company if other than perpetual is: 

### ARTICLE IV

1. The street address of the location of the registered office is: 4660 South Hagadorn Road, East Lansing, Michigan 48823

2. The mailing address of the registered office if different than above:

3. The name of the resident agent at the registered office is: Louis J. Eyde

### ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

The limited liability company shall be managed by managers.
ARTICLES OF ORGANIZATION AND CERTIFICATE OF CONVERSION
LOUIS J. EYDE FAMILY, LLC

ARTICLE VI

The effective date of this Articles of Organization and Certificate of Conversion is April 1, 2012.
CERTIFICATE OF CONVERSION

I hereby certify:

The name of the partnership or limited partnership is

Louis J. Eyde Limited Family

(name)

Partnership

For Partnerships only:

The partnership was formed

(date)

For Limited Partnerships only:

The limited partnership formed on January 8, 1980

(date)

is cancelled as of the effective date of the Articles of Organization.

Louis J. Eyde

(signature)

(name)

General Partner

(title or capacity)
<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Plat Recording Fee &amp; Restrictions Fee</td>
<td>$600.00</td>
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<td>CK# 176306A</td>
<td></td>
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**RECEIVED FROM:** Eyde | KEBS

**DATE:** 2/21/2018

**ACCOUNT:**
- Total: $600.00
- Paid: $600.00
- Due: $0.00
February 14, 2018 176367 $********420.00

Pay: ***********************Four hundred twenty dollars and no cents

PAY TO THE ORDER OF MICHIGAN, STATE OF

February 14, 2018 176368 $*******30.00

Pay: ********************Thirty dollars and no cents

PAY TO THE ORDER OF INGHAM CO REGISTER OF DEED

February 14, 2018 176369 $*******30.00

Pay: ********************Thirty dollars and no cents

PAY TO THE ORDER OF INGHAM CO REGISTER OF DEED

Restrictions Recording Fee
DECLARATION OF COVENANTS AND RESTRICTIONS
GEORGETOWN NO. 4 SUBDIVISION AND EASEMENTS

This DECLARATION OF COVENANTS AND RESTRICTIONS AND EASEMENTS is made this 13th day of FEBRUARY, 2017 by George F. Eyde Family, LLC, a Michigan limited liability company, as successor by conversion to the George F. Eyde Limited Family Partnership, located at 300 South Washington Square, Suite 400, Lansing, Michigan 48933, and Louis J. Eyde Family, LLC, a Michigan limited liability company, as successor by conversion to the Louis J. Eyde Limited Family Partnership, located at 300 South Washington Square, Suite 400, Lansing, Michigan 48933 (hereinafter called “Developers”)

PURPOSE OF DECLARATION

The Developers are the owners of the real property described in Article II of this Declaration (the “Property”) and desire to complete development of the Property into a residential subdivision called Georgetown No. 4.

DECLARATION

NOW, THEREFORE, the Developers declare that the Property as described in Article II, and any additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, benefited and occupied subject to the covenants and restrictions set forth herein. Said Covenants and Restrictions shall run with the land in perpetuity.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) “Developers” shall mean and refer to George F. Eyde Limited Family Partnership and Louis J. Eyde Limited Family Partnership, their successors and assigns.

(b) “Lot” shall mean and refer to any numbered parcel of land shown upon the Plat for the construction of a single-family residence.

(c) “Property” or “Georgetown No. 4” shall mean and refer to the real property described in Article II hereof and any additions thereto as may hereafter be made according to the terms hereof.

(d) “Plat” means the recorded subdivision plan of Georgetown No. 4, a subdivision located in Meridian Township, Ingham County, Michigan, according to the recorded plat thereof, recorded on _____________ in Liber _____, Pages _______________ in the records of the Ingham County, Michigan Register of Deeds.
(e) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or the land contract vendee of any Lot situated upon the Property but, notwithstanding any applicable theory of the mortgagee or land contract vendor, shall not mean or refer to the mortgagee or land contract vendor unless and until such mortgagee or land contract vendor has acquired title pursuant to foreclosure, forfeiture or any proceeding in lieu thereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is described as:
Georgetown No. 4, a subdivision of part of the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as:
Commencing at the South 1/4 corner of said Section 14; thence South 89°48'37" West along the South line of said Section 14, a distance of 208.78 feet to the point of beginning of this description; thence South 89°48'37" West continuing along said South line 554.47 feet to the Southeast corner of Georgetown No. 3 as recorded in Liber 58 of Plats, Pages 24-32, Ingham County Records; thence along the East line of said Georgetown No. 3 the following 3 courses: North 00°11'23" West 596.50 feet, North 53°44'35" East 359.82 feet and North 00°06'01" West 1072.91 feet to the Northeast corner of said Georgetown No. 3; thence North 89°53'59" East 479.85 feet to the North-South 1/4 line of said Section 14; thence South 00°05'19" West along said North-South 1/4 line 1671.74 feet; thence South 89°48'37" West parallel with said South line 208.78 feet; thence South 00°05'19" West parallel with said North-South 1/4 line 208.78 feet to the point of beginning; said parcel containing 24.2 acres, containing 22 lots numbered 137 through 158, inclusive, and one private park.

ARTICLE III
RESTRICTIVE COVENANTS
The restrictions set forth in this Article III, Sections 1 through 3 are required by the Township of Meridian. The Developers are not making any representations or warranty regarding any of the matters set forth herein. Lot Owners or other interested persons or entities are directed to contact the Township to obtain any desired information or clarification.

All Lots shall be developed in accordance with applicable Township ordinances, regulations and permitting requirements, including, but not limited to, building permits that may include conditions for the protection and preservation of trees, soils and other natural resources.

Section 1. Storm Sewer Leads
Storm sewer leads shall be provided to each Lot in Georgetown No. 4. The final location of the lead shall be subject to approval of the Meridian Township Director of Public Works and Engineering. All residences constructed in the subdivision shall be connected to the leads.
Section 2. Protected Trees
Trees 17 through 19, as depicted on the attached Open Space Plan, Exhibit A, shall be preserved and protected during construction pursuant to the standards outlined in Section 22-179 of the Charter Township of Meridian Code of Ordinances. No construction shall occur within Georgetown until the appropriate protective measures have been installed and approved by the Charter Township of Meridian Director of Community Planning and Development.

Section 3. Regulated Wetlands
Portions of Georgetown No. 4 contain regulated wetlands. Other than those areas subject to a wetland use permit, no buildings, accesser structures, structural appurtenances, or grading shall be permitted in the regulated wetlands.

Section 4. Enforcement
The foregoing restrictions in Sections 1 through 3 shall run in perpetuity and run with and bind the land and shall vest in the Charter Township of Meridian the right to enforce said restrictions in a court of competent jurisdiction against anyone who has or acquires an interest in the land subject to the restriction. The Developers and any Association of Homeowners subsequently created and transferred any rights or duties under the Declaration shall not have a duty to enforce restrictions in Sections 1 through 3 above. The foregoing restrictions may be released or waived in writing but only by the Charter Township of Meridian.

Section 5. Floodplain Area
(a) No filling or occupation of the floodplain area as designated on the Plat will be allowed without approval of Meridian Township and the Michigan Department of Environmental Quality.
(b) Any building used or capable of being used for residential purposes and occupancy within or affected by the floodplain area shall comply with all of the following requirements:
   (i) Be located on a lot having a minimum buildable site of 3,000 square feet of its area at its natural grade above the elevation of the line defining the floodplain limits. The buildable site shall exclude all setbacks and easements.
   (ii) Be served by streets within the proposed subdivision having surfaces not lower than 1 foot below the elevation defining the floodplain limits.
   (iii) Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.
   (iv) Have openings into the basement not lower than the elevation defining the floodplain limits.
   (v) Have basement walls and floors, if below the elevation defining the floodplain limits, that are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in chapter 5 for type A construction and chapter 6 for class 1 loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2 314, prepared by the office of the chief of engineers, United States Army, Washington, DC, March 1992. Figure 6 on page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference in these rules and is available, at no cost, from the Department of Environmental Quality, Land and Water Management Division, P.O. Box 30458, Lansing,
Michigan 48909-7958, or the Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.

(vi) Be equipped with a positive means of preventing sewer backup from sewer lines and drains that serve the building.

(vii) Be properly anchored or weighted to prevent flotation.

Georgetown No. 4 contains floodplain area within the elevations of 847.2-847.3 N.A.V.D. 88 as shown on the Plat. The restrictions set forth in this Section 5 shall run in perpetuity, be excluded from any time limitations set forth elsewhere herein, run with the land, bind any subsequent owner thereof, and may not be amended without prior written approval of the Michigan Department of Environmental Quality.

Section 6. Sidewalk Requirements

The Charter Township of Meridian requires the construction of sidewalks within the road right-of-way. Therefore, after conveyance of any Lot from Developers and at the time of constructing a dwelling upon a Lot, but before issuance of a certificate of occupancy for the dwelling, the owner of said Lot shall be required, at his or her sole expense, to construct a five (5) foot wide concrete sidewalk immediately adjacent to said Lot running parallel with and within the road right-of-way in a location and constructed in accordance with township engineering design and construction standards approved in advance by the Charter Township of Meridian’s Director of Engineering and Public Works.

Any financial assurance related to any of the foregoing given the Township or any other governmental agency by the Developers shall be the property of and refunded to the Developers. In the event a Lot Owner fails to perform any of the foregoing requirements (“Requirements”), the Developers may do any work necessary to meet those Requirements and charge the Lot Owner for the work and any other cost associated with same. In that event, if a Lot Owner does not pay Developers for the work within 30 days of Developers providing Lot Owner with an invoice, then Developers, in addition to a construction lien and any other remedy or right Developers may have, may maintain a cause of action against Lot Owner to recover the cost of the Work. In that event, Lot Owner will be responsible to Developers for any costs incurred in collecting that sum including actual reasonable attorney fees.

IN WITNESS WHEREOF, the Developers have caused this Declaration to be executed the day and date first above written.

DEVELOPERS:
George F. Eyde Family, LLC
a Michigan limited liability company
By: George F. Eyde Manager, LLC
a Michigan limited liability company
its Sole Manager

By: [Signature]
George F. Eyde
Its: CEO

Louis J. Eyde Family, LLC
a Michigan limited liability company
By: Louis J. Eyde Manager, LLC
a Michigan limited liability company
its Sole Manager

By: [Signature]
Louis J. Eyde
Its: Class B Manager
STATE OF MICHIGAN
COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this 13th day of FEB, 2017, by Samuel C. Eyde, the Class B Manager of Louis J. Eyde Manager, LLC, the Sole Manager of Louis J. Eyde Family, LLC, a Michigan limited liability company, on behalf of the Louis J. Eyde Family, LLC, and by George F. Eyde, the CEO of George F. Eyde Manager, LLC, the Sole Manager of George F. Eyde Family, LLC, a Michigan limited liability company, on behalf of the George F. Eyde Family, LLC.

J.M. Johns, Notary Public
Ingham County, Michigan
My Commission Expires: March 8, 2019
Acting in Ingham County, Michigan

Drafted by and when recorded return to:

Gail A. Anderson
McClelland & Anderson, LLP
1305 S. Washington Ave., Ste. 102
Lansing, MI 48910
(517) 482-4890