

JUDITH D. ROEHM

2P

Ontonagon County

Page 1 of 2

GR 110/623

JEM Date 11/21/2002

Time 09:06:35

RECORDING FEE:

12.00

I Heroby Certify that there are no Tax Lienor Titles held by the State or any individual against the within description, and all Taxes on same are paid for 5 years previous to the date of this instrument, as asserted by the County Treasurer. This certificate does not apply on taxes, if any, now in process of collection.

*November 21, 2002* *Judith D. Roehm*  
Data County Treasurer, Ontonagon Co., MI

Ontonagon County

3540

STATE OF  
MICHIGAN



REAL ESTATE  
TRANSFER TAX

JMD14806

11/21/2002  
GR 110/623

88.20  
485.00

**WARRANTY DEED**

The Grantor(s) NORTHERN LAND AND SALES II, LLC, a Michigan Limited Liability Company

Whose address is/are P.O. BOX 217, 115 OLD NORWICH TRAIL, ONTONAGON, MI 49953

Convey(s) and warrant(s) to DOUGLAS D. CHAPIN and CHERYL L. CHAPIN, Husband and Wife and

LYLE J. BALL and JANET K. BALL, Husband and Wife

Whose address is/are 5619 60th AVENUE, REMUS, MI 49310

the following described premises situated in the Township of Carp Lake, County of Ontonagon and the State of Michigan:

The W1/2 of the E1/2 and the NE1/4 of the NE1/4, all in Section 12, T50N-R42W.

Together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel over, across and along an existing trail road commonly known as "Dashaveyor Grade" traversing the S1/2 of the S1/2, Section 12, T50N-R42W, the SW1/4, Section 7, T50N-R41 W and the North 1/2 of the SE1/4, Section 7, T50N-R41 W in an Easterly and Westerly direction for access and utility purposes to and from L.P. Walsh Road.

Excepting and reserving unto the Grantor herein, its successors and assigns a right of way over and across said non-exclusive and perpetual easement traversing the above described parcel for access and utility purposes for the benefit of all lands located in the W1/2 of Section 12, T50N-R42W.

All lands conveyed in Section 12, T50N-R42W are expressly subject to the following groundwater use restrictions imposed by the Copper Range Company as previous owner:

Copper Range Company (CRC) is required under the terms of a Consent Decree (CD) entered October 29, 1997 in the District Court of Ingham County, Michigan to submit a Remedial Action Plan (RAP) to the Michigan Department of Environmental Quality (MDEQ). The RAP will include land use-based cleanup criteria as defined and set forth in Section 20120a(1)(i) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 *et seq.* for the environmental remediation associated with the above property and also referred to as the White Pine Mine. There is a potential that contamination from the White Pine Mine may either presently exist or may migrate under the Property above described.

As used herein, the terms "Owner" shall mean at any given time the then current titleholder of the Property.

NOW THEREFORE, Copper Range Company, pursuant to Section 20120b(4) of NREPA, hereby imposes restrictions on the Property and covenants and agrees that:

- 1) The Owner shall not consume or otherwise use the groundwater underlying the Property described above without prior approval of MDEQ.
- 2) The Owner shall provide notice to the MDEQ of the Owner's intent to convey any interest in the Property 14 days prior to consummating the conveyance. However, such notification does not require approval, confirmation or written response by MDEQ prior to the conveyance of the Property. A conveyance of title, an easement, or other interest in the Property shall not be consummated by the Property Owner without the 14 day notice to MDEQ having been made and the recipient of the conveyance being made aware, in writing, of the existence of this restrictive covenant.
- 3) The Owner shall grant to the MDEQ and its designated representatives the right to enter the property at reasonable times for the purpose of determining and monitoring compliance with the RAP, including the right to take samples, inspect the operation of the remedial action measures and inspect records. MDEQ shall give reasonable notice to the Property Owner prior to exercising its access rights.

4) The Owner shall grant CRC and its designated representatives the right to enter the Property at reasonable times for the purpose of taking remedial actions, including actions to address the migration of contamination from the White Pine Mine, that may be imposed on CRC by the RAP, CD, or other legal authorities. CRC shall give reasonable notice to the Property Owners prior to exercising its access rights.

The Owner also acknowledges that any actions taken by the Owner or any person having a contractual relationship with the Owner that lead to additional groundwater contamination underlying the Property may constitute a new release of hazardous substances into the environment and that the Owner may incur liability for this new release.

The state may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of appropriate jurisdiction.

This Restrictive Covenant shall run with the property and shall be binding upon all future owners, successors, lessees or assigns and their authorized agents, employees, or persons acting under their direction and control, and shall continue until the MDEQ or its successor approves modifications or rescission of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto, subject to all easements, reservations, conditions, exceptions, and building and use restrictions contained in the several instruments constituting the chain of title to said premises; and further subject to all easements, restrictions, and reservations of record.

For the Sum of \$62,000.00 (SIXTY TWO THOUSAND DOLLARS)

The Grantor(s) also grant(s) to the Grantee(s) the right to make all allowable division(s) under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

The above-described premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Date: November 15, 2002

WITNESSES:

Linda Bussiere  
Linda Bussiere

Renee Pantti  
Renee Pantti

SIGNED BY:

Norman Pestka  
Norman Pestka, President

STATE OF MICHIGAN

COUNTY OF ONTONAGON

The foregoing instrument was acknowledged before me this 15th day of November, 2002 by Norman Pestka, President of Northern Land and Sales II, LLC.

Linda Bussiere  
Linda Bussiere Notary Public  
Ontonagon County, MI  
My Commission Expires: October 14, 2003

When Recorded Return To:  
Northern Land and Sales II, LLC  
P.O. Box 217  
Ontonagon, MI 49953

Drafted By:  
Northern Land and Sales II, LLC  
P.O. Box 217  
Ontonagon, MI 49953

I Hereby Certify that there are No Tax Liens or Titles held by the State or any individual against the within, description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection.

March 24, 2015 Debra Yaukka  
Date County Treasurer Deputy Ontonagon Co., MI

STACY C. PREISS 2P  
Ontonagon County  
DI 201500410 Page 1 of 2  
JEM Date 03/24/2015 Time 15:29:37  
RECORDING FEE: 18.00

Ontonagon County

STATE OF  
MICHIGAN

03/24/2015  
DI 201500410



7617  
REAL ESTATE  
TRANSFER TAX

JM036153

8.25  
56.25

WARRANTY DEED

The Grantor(s) ROBERT J. MAJURIN and DIANE L. MAJURIN, Husband and Wife and JULIE A. MAJURIN,

as Joint Tenants with Full Rights of Survivorship.

Whose address is/are 34289 TOWNLINE ROAD, ONTONAGON, MI 49953

Convey(s) and warrant(s) to DANIEL LOREN TALIAFERRO and DAWN MARIE TALIAFERRO CO-TRUSTEES of the DAN AND DAWN TALIAFERRO REVOCABLE FAMILY TRUST under agreement dated February 1, 2012, as amended

Whose address is/are 23910 JOSHUA DRIVE, SAND LAKE, MI 49343

the following described premises situated in the Township of Carp Lake, County of Ontonagon and the State of Michigan:

The South ½ of the SW ¼, Section 12, T50N-R42W EXCEPTING therefrom any portion which may lie within the North 4,950 feet of the West ½, Section 12, T50N-R42W.

Together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel located over, across, and along an existing trail road commonly known as Dashaveyor Grade traversing the South ½ of the South ½, Section 12, T50N-R42W, the SW ¼, Section 7, T50N-R41W and the North ½ of the SE ¼, Section 7, T50N-R41W in an Easterly and Westerly direction for access and utility purposes to and from the L.P. Walsh Road.

Also together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel located over, across, and along an existing trail road traversing the East ½ of the West ½, Section 12, T50N-R42W in a Northerly and Southerly direction for access and utility purposes to and from Dashaveyor Grade.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto, subject to all easements, reservations, conditions, exceptions, and building and use restrictions contained in the several instruments constituting the chain of title to said premises; and further subject to all easements, restrictions and reservations of record.

For the Sum of \$7,500.00 (SEVEN THOUSAND FIVE HUNDRED DOLLARS)

The Grantor(s) also grant(s) to the Grantee(s) the right to make no division(s) under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

The above-described premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Date: March 6, 2015

SIGNED BY:

Robert J. Majurin

Diane L. Majurin

Julie A. Majurin

STATE OF MICHIGAN

COUNTY OF ONTONAGON

The foregoing instrument was acknowledged before me this 6th day of March, 2015 by Robert J. Majurin,

Diane L. Majurin and Julie A. Majurin.



Renee Pantti

Notary Public

Ontonagon County, MI

My Commission Expires: February 10, 2019

When Recorded Return To:  
Dan Taliaferro  
23910 Joshua Drive  
Sand Lake, MI 49343

Drafted By:  
Robert J. Majurin  
34289 Townline Road  
Ontonagon, MI 49953

**CERTIFICATE OF TRUST EXISTENCE and  
AUTHORITY**

**The James and Norma Walter Trust**

STATE OF MICHIGAN     )  
                                      )SS  
KENT COUNTY            )

We, James L. Walter and Norma J. Walter, certify that:

1. The James and Norma Walter Trust, a revocable trust, exists under an:
2. Agreement dated September 11, 2000, created by James L. Walter and Norma J. Walter, as Grantors and co-Trustees.
3. The names of the co-Trustees being as follows:  

James L. Walter   5020 North Black Rd.  
Norma J. Walter   Coral, MI 49322   Paul Walter Successor Trustee
4. The address of the Successor Trustees is:  
5020 North Black Rd.  
Coral, MI 49322  
Tel. (231) 354-6558
5. The trust agreement remains in full force and effect and has not been revoked, modified, or amended in any manner that would cause the representations made in the Certificate to be incorrect
6. The signature of any co-trustee is sufficient to bind the trust in any transaction and any person may rely on such signature without examining the trust or the authority of the person signing.
7. The James and Norma Walter Trust dated September 11, 2000 is a revocable living trust and each of the Grantor(s) has the power, individually and without the permission of another Grantor, to change, amend, or revoke the Trust.



8. The trustee(s) of this trust, individually and without another co-trustee's permission, have full power to buy and sell real estate, enter into contracts and engage in other transactions.
9. This Agreement is established by grantors under the laws of the state of *Michigan*, and any questions shall be resolved under *Michigan* law.
10. Verbatim reproductions of relevant trust provisions are contained in attached Exhibit A.
11. The Trustees of the trust, at the time of this certificate, are James L. Walter and Norma J. Walter.
12. Legal description of affected real estate, if any, is contained in Exhibit B.


We have signed this document on June \_\_\_\_, 2014.

  
James L. Walter

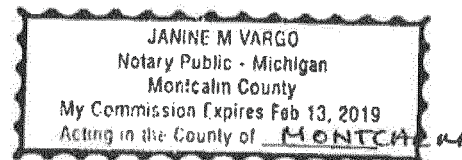
  
Norma J. Walter

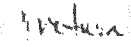
STATE OF MICHIGAN     )  
  )ss  
MONTCALM COUNTY     )

This instrument was signed and acknowledged before me on June 30th, 2014, by James L. Walter and Norma J. Walter.

  
\_\_\_\_\_, Notary Public

MONTCALM County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in Montcalm County



PREPARED BY:   
Timothy J. Stoner  
Attorney At Law  
629 Knapp NE  
Grand Rapids, MI 49505

BEST HOMES TITLE AGENCY  
4950 PLAINFIELD AVE NE STE B  
GRAND RAPIDS, MI 49525

## EXHIBIT A

### Relevant Trust Provisions

1.4(d) While we are both alive we shall have the absolute right to amend or revoke our trust, in whole or in part, at any time.

1.10 We specifically authorize any of the agents listed in our Limited and Miscellaneous Power of Attorney to represent us on any and all matters pertaining to this Agreement without proof of incapacity. Submission of the above document is sufficient to authorize any and all financial institutions, banks, and investment companies or their agents to allow these agent to represent use in any and all trust matters.

8.2(a)(1) Invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, rare coins, bullion, or other property, real or personal, as it shall determine, invest in investment trusts as well as in common trust funds.

8.2(a)(2) Engage in any activity it deems appropriate relative to managing, investing, disposing and dealing in property including but not limited to, purchases and sales by way of short sales, puts, calls, futures, options, straddles, sales against the box, proprietary funds of a related party that is a corporate trustee, and margin. It may also receive and endorse checks and other negotiable paper, and deposit and withdraw funds from any financial institution, including a bank operated by Trustee, or invest and reinvest trust assets as would a prudent investor acting in accordance with the Michigan Prudent Investor Rule set forth in MCL 700.1501 - 1512.

8.2(a)(3) Trustee may sell or exchange any trust property, real or personal, for cash or on credit, at public or private sales, for any purpose; exchange any trust property for other property; grant options to purchase or acquire any property; and determine the prices and terms of sales, exchanges, and options

8.2(a)(10) Trustee shall have the power to enter into any mortgage whether as a mortgagee or mortgagor; to purchase mortgages on the open market and to otherwise buy, sell, or trade in first or subordinate mortgages. Trustee may reduce the interest rate on any mortgage and consent to the modification or release of any guaranty of any mortgage. Trustee may continue mortgages upon and after maturity with or without renewal or extension, and may foreclose any mortgage. Trustee may purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

8.2(b) Make any tax decisions it deems appropriate in order to carry out estate planning objectives and reduce the overall burden of taxation.

8.2(d) Employ any agents, and pay their reasonable compensation and expenses. To act as my agent or proxy in respect to any rights, or interests.

10.3(a) This Agreement is established by Grantor under the laws of the state of *Michigan*, and any questions shall be resolved under *Michigan law*.

## **EXHIBIT B**

### **Legal Description of Real Estate**

The South 1,254 feet of the North 4,950 feet of the W ½, Section 12, T50N-R42W EXCEPTING the West 972 feet thereof.

Together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel located over, across and along an existing trail road commonly known as Dashaveyor Grade traversing the S ½ of the S 1/2, Section 12, T50-R42W, the SW 1/4, Section 7, T50N-R41W and the N ½ of the SE ¼, Section 7, T50N-R41W in an Easterly and Westerly direction for access and utility purposes to and from the I. P. Walsh Road.

Also together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel located over, across and along an existing trail road traversing the E 1/2 of the W ½, Section 12, T50-R42W, in a Northerly and Southerly direction for access and utility purposes to and from Dashaveyor Grade.

Excepting and reserving unto the Grantor herein, its successors and assigns, a right of way over and across said non-exclusive and perpetual easement traversing the above described parcel for access and utility purposes for the benefit of all lands located in the W ½ of Section 12, T50-R42W.



I Hereby Certify that there are No Tax Liens or Titles held by the State or any Individual against the within, description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection.

*July 14, 2014*  
County Treasurer  
Ontonagon Co., MI

STACY C. PREISS

2P

Ontonagon County

DI 201401209

Page 1 of 2

JEM Date 07/14/2014

Time 15:10:14

RECORDING FEE:

18.00

Ontonagon County

STATE OF  
MICHIGAN

07/14/2014

DI 201401209



C  
S

7300  
REAL ESTATE  
TRANSFER TAX

JM034080

27.50  
187.50

## WARRANTY DEED

File No.: GE-67610

Drafted by:

James L. Walter 5020 N Black Rd Coral MI 49322

When recorded return to:

Dan Taliaferro 23910 Joshua Drive, Sand Lake, MI 49343

BEST HOMES TITLE AGENCY  
4950 PLAINFIELD AVE NE STE B  
GRAND RAPIDS, MI 49525

THE GRANTOR, James L. Walter and Norma J. Walter, co-Trustees of the James L. Walter and Norma J. Walter Living Trust and Norma J. Walter Living Trust

whose address is: 5020 N. Black Rd. Coral, MI 49322

conveys and Warrants to the Dan and Dawn Taliaferro revocable family trust

whose address is: 23910 Joshua Drive, Sand Lake, MI 49343

the following described premises situated in the Township of Carp Lake, County of Ontonagon, and State of Michigan, and particularly described as follows:

The South 1254 feet of the North 4950 feet of the West 1/2 of Section 12, Town 50 North, Range 42 West, EXCEPTING the West 972 feet thereof. Carp Lake Township, Ontonagon County, Michigan

### EASEMENT DESCRIPTIONS:

A PERPETUAL AND NON-EXCLUSIVE EASEMENT 33 feet in width for the benefit of the above-described parcel located over, across and along an existing trail road commonly known as Dashaveyor Grad traversing the South 1/2 of the South 1/2 of Section 12, Town 50 North, Range 42 West; the Southwest 1/4 of Section 7, Town 50 North, Range 41 West; and the North 1/2 of the Southeast 1/4 of Section 7, Town 50 North, Range 41 West in an Easterly and Westerly direction for access and utility purposes to and from the L.P. Walsh Road

A PERPETUAL AND NON-EXCLUSIVE EASEMENT 33 feet in width for the benefit of the above described parcel located over, across and along an existing trail road traversing the East 1/2 of the West 1/2 of Section 12, Town 50 North, Range 42 West, in a Northerly and Southerly direction for access and utility purposes to and from Dashaveyor Grade

EXCEPTING AND RESERVING A RIGHT OF WAY over and across said non-exclusive and perpetual easement traversing the above described parcel for access and utility purposes for the benefit of all lands located in the West 1/2 of Section 12, Town 50 North, Range 42 West.

Tax Parcel No.: 6603-062-206-00

Commonly known as: Parcel B L.P Walsh Road, Carp Lake, MI 49953

for the sum of (\$25,000.00)

The Grantor grants to the Grantee the right to make (-3-) divisions under section 108 of the land division act, Act 288 of the Public Act of 1967.

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

Subject to easements, reservations and restrictions of record.

Dated: June 30, 2014

Signed and Sealed;

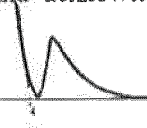
the James L. Walter and Norma J. Walter Living Trust a/k/a the James and Norma Walter Trust

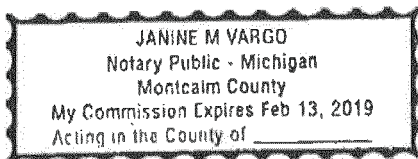
  
by James L. Walter, Co-Trustee

  
by Norma J. Walter, Co-Trustee

STATE OF Michigan }  
 } ss  
COUNTY OF Montcalm }

On this June 30, 2014, before me personally appeared James L. Walter and Norma J. Walter, Co-Trustees of the James L. Walter and Norma J. Walter Living Trust and Norma J. Walter Living Trust to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public:   
Printed Name: \_\_\_\_\_  
Montcalm County, Michigan  
My Commission Expires: \_\_\_\_\_



I Hereby Certify that there are No Tax Liens or Titles held by the State or any Individual against the within, description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection.

Date June 6, 2014 Debra Hauka  
County Treasurer Deputy Ontonagon Co., MI

STACY C. PREISS  
Ontonagon County  
DI 201401039 Page 1 of 2  
JEM Date 06/06/2014 Time 14:38:13  
RECORDING FEE: 18.00

Ontonagon County  
7272  
STATE OF MICHIGAN  
06/06/2014  
DI 201401039  
REAL ESTATE TRANSFER TAX  
JM033940  
27.50  
187.50

## WARRANTY DEED

File No.: GE-66752

Drafted by:

Michael J. Gorby, 800 N Marble Rd, Pierson, MI 49339

When recorded return to:

Dan and Dawn Taliaferro 23910 Joshua Dr., Sand Lake, MI 49343

THE GRANTOR, Michael J. Gorby, a single man

whose address is: 800 N Marble Rd, Pierson, MI 49339

conveys and Warrants to the Dan and Dawn Taliaferro revocable family trust

whose address is: 23910 Joshua Dr., Sand Lake, MI 49343

the following described premises situated in the Township of Carp Lake, County of Ontonagon, and State of Michigan, and particularly described as follows:

The South 1,122 feet of the North 3,696 feet of the W 1/2, Section 12, Town 50 North, Range 42 West. Carp Lake Township, Ontonagon County, Michigan

Together with a perpetual and non-exclusive easement for ingress and egress and utilities 33 feet in width over, across and along an existing trail road traversing the E 1/2 of the W 1/2, Section 12, T50N-R42W for the benefit of the above described parcel.

Also, together with a perpetual and non-exclusive easement for ingress and egress and utilities 33 feet in width over, across and along an existing trail road commonly known as Dashaveyor Grade traversing the SE 1/2 of the SE 1/4, Section 12, T50N-R42W and the SW 1/4, Section 7, T50N-R41W and the NE 1/2 of the SE 1/4, Section 7, T50N-R41W for the benefit of the above described parcel.

Tax Parcel No.: 66-03-062-004-00

Commonly known as: Parcel A. - L.P. Walsh Rd, Carp Lake, MI 49953

for the sum of (\$25,000.00)

The Grantor grants to the Grantee the right to make (all) divisions under section 108 of the land division act, Act 288 of the Public Act of 1967.

Page 2 of 2

000550

JUDITH D. ROEHM

2P

Ontonagon County

Page 1 of 2

GR 115/550

JEM Date 01/23/2006

Time 09:25:32

RECORDING FEE:

18.00

I Heraby Certify that there are No Tax Liens or Titles held by the State or any Individual against the within, description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection.

January 23, 2006  
Date County Treasurer Ontonagon Co., MI

Ontonagon County

STATE OF MICHIGAN

01/23/2006  
GR 115/5504874  
REAL ESTATE  
TRANSFER TAX

JM021118

8.80  
60.00

## WARRANTY DEED

The Grantor(s) NORTHERN LAND AND SALES II, LLC, a Michigan Limited Liability Company

Whose address is/are 115 OLD NORWICH TRAIL, ONTONAGON, MI 49953

Convey(s) and warrant(s) to ROBERT J. MAJURIN, DIANE L. MAJURIN and JULIE A. MAJURIN,

as Joint Tenants with Full Rights of Survivorship.

Whose address is/are 34289 TOWNLINE ROAD, ONTONAGON, MI 49953

the following described premises situated in the Township of Carp Lake, County of Ontonagon and the State of Michigan:

The South ½ of the SW ¼, Section 12, T50N-R42W EXCEPTING therefrom any portion which may lie within the North 4.950 feet of the West ½, Section 12, T50N-R42W.

Together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel located over, across, and along an existing trail road commonly known as Dashaveyor Grade traversing the South ½ of the South ½, Section 12, T50N-R42W, the SW ¼, Section 7, T50N-R41W and the North ½ of the SE ¼, Section 7, T50N-R41W in an Easterly and Westerly direction for access and utility purposes to and from the L.P. Walsh Road.

Also together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel located over, across, and along an existing trail road traversing the East ½ of the West ½, Section 12, T50N-R42W in a Northerly and Southerly direction for access and utility purposes to and from Dashaveyor Grade.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto, subject to all easements, reservations, conditions, exceptions, and building and use restrictions contained in the several instruments constituting the chain of title to said premises: and further subject to all easements, restrictions and reservations of record.

For the Sum of \$8,000.00 (EIGHT THOUSAND DOLLARS)

The Grantor(s) also grant(s) to the Grantee(s) the right to make no division(s) under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

The above-described premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Date: January 9, 2006

SIGNED BY:

Norman Pestka, President

STATE OF MICHIGAN

COUNTY OF ONTONAGON

The foregoing instrument was acknowledged before me this 9th day of January, 2006 by Norman Pestka, President of Northern Land and Sales II, LLC.

Renee Pantti  
Notary Public  
Ontonagon County, MI  
My Commission Expires: February 10, 2007



When Recorded Return To:  
Northern Land and Sales II, LLC  
115 Old Norwich Trail  
Ontonagon, MI 49953

Drafted By:  
Northern Land and Sales II, LLC  
115 Old Norwich Trail  
Ontonagon, MI 49953

000551

1571

I Hereby Certify that there are No Tax Liens or Titles held by the State or any Individual against the within, description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection.

July 1, 2004 *Nigra Yankuba*  
Date County Treasurer Property Ontonagon Co., MI

Ontonagon County

4184  
STATE OF  
MICHIGAN  
07/01/2004  
GR 113/276



4184  
REAL ESTATE  
TRANSFER TAX  
JMB17922

8.00  
45.00

JUDITH D. ROEHM

2P

Ontonagon County

Page 1 of 2

GR 113/274

JJT Date 07/01/2004

Time 14:41:57

RECORDING FEE:

18.00

### WARRANTY DEED

The Grantor(s) NORTHERN LAND AND SALES II, LLC, a Michigan Limited Liability Company

Whose address is/are 115 OLD NORWICH TRAIL, ONTONAGON, MI 49953

Convey(s) and warrant(s) to MICHAEL J. GORBY, a Single Man

Whose address is/are 800 MARBLE ROAD, PIERSON, MI 49339

the following described premises situated in the Township of Carp Lake, County of Ontonagon and the State of Michigan:

The South 1,122 feet of the North 3,696 feet of the W1/2, Section 12, T50N-R42W

Together with a perpetual and non-exclusive easement for ingress and egress and utilities 33 feet in width over, across and along an existing trail road traversing the E1/2 of the W1/2, Section 12, T50N-R42W for the benefit of the above described parcel.

Also, together with a perpetual and non-exclusive easement for ingress and egress and utilities 33 feet in width over, across and along an existing trail road commonly known as Dashaveyor Grade traversing the S1/2 of the SE1/4, Section 12, T50N-R42W and the SW1/4, Section 7, T50N-R41W and the N1/2 of the SE1/4, Section 7, T50N-R41W for the benefit of the above described parcel.

Excepting and reserving unto the Grantor herein, its successors and assigns, a right of way over and across said non-exclusive and perpetual easement traversing the above described parcel for access and utility purposes for the benefit of all lands located in the W1/2 of Section 12, T50N-R42W.

All lands conveyed in Section 12, T50N-R42W are expressly subject to the following groundwater use restrictions imposed by the Copper Range Company as previous owner:

Copper Range Company (CRC) is required under the terms of a Consent Decree (CD) entered October 29, 1997 in the District Court of Ingham County, Michigan to submit a Remedial Action Plan (RAP) to the Michigan Department of Environmental Quality (MDEQ). The RAP will include land use-based cleanup criteria as defined and set forth in Section 20120a(1)(i) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 et seq. for the environmental remediation associated with the above property and also referred to as the White Pine Mine. There is a potential that contamination from the White Pine Mine may either presently exist or may migrate under the Property above described.

As used herein, the terms "Owner" shall mean at any given time the then current titleholder of the Property.

NOW THEREFORE, Copper Range Company, pursuant to Section 20120b(4) of NREPA, hereby imposes restrictions on the Property and covenants and agrees that:

- 1) The Owner shall not consume or otherwise use the groundwater underlying the Property described above without prior approval of MDEQ.
- 2) The Owner shall provide notice to the MDEQ of the Owner's intent to convey any interest in the Property 14 days prior to consummating the conveyance. However, such notification does not require approval, confirmation or written response by MDEQ prior to the conveyance of the Property. A conveyance of title, an easement, or other interest in the Property shall not be consummated by the Property Owner without the 14 day notice to MDEQ having been made and the recipient of the conveyance being made aware, in writing, of the existence of this restrictive covenant.
- 3) The Owner shall grant to the MDEQ and its designated representatives the right to enter the property at reasonable times for the purpose of determining and monitoring compliance with the RAP, including the right to take samples, inspect the operation of the remedial action measures and inspect records. MDEQ shall give reasonable notice to the Property Owner prior to exercising its access rights.

4) The Owner shall grant CRC and its designated representatives the right to enter the Property at reasonable times for the purpose of taking remedial actions, including actions to address the migration of contamination from the White Pine Mine, that may be imposed on CRC by the RAP, CD, or other legal authorities. CRC shall give reasonable notice to the Property Owners prior to exercising its access rights.

The Owner also acknowledges that any actions taken by the Owner or any person having a contractual relationship with the Owner that lead to additional groundwater contamination underlying the Property may constitute a new release of hazardous substances into the environment and that the Owner may incur liability for this new release.

The state may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of appropriate jurisdiction.

This Restrictive Covenant shall run with the property and shall be binding upon all future owners, successors, lessees or assigns and their authorized agents, employees, or persons acting under their direction and control, and shall continue until the MDEQ or its successor approves modifications or rescission of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto, subject to all easements, reservations, conditions, exceptions, and building and use restrictions contained in the several instruments constituting the chain of title to said premises; and further subject to all easements, restrictions, and reservations of record.



For the Sum of \$19,000.00 (NINETEEN THOUSAND DOLLARS)

The Grantor(s) also grant(s) to the Grantee(s) the right to make no division(s) under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.


The above-described premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Date: June 7, 2004

WITNESSES:

  
Linda Bussiere  
  
Renee Pantti


SIGNED BY:

  
Norman Pestka, President

STATE OF MICHIGAN

COUNTY OF ONTONAGON

The foregoing instrument was acknowledged before me this 7th day of June, 2004 by Norman Pestka, President of Northern Land and Sales II, LLC.

  
Linda Bussiere Notary Public  
Ontonagon County, MI  
My Commission Expires: October 14, 2007

When Recorded Return To:  
Northern Land and Sales II, LLC  
115 Old Norwich Trail  
Ontonagon, MI 49953

Drafted By:  
Northern Land and Sales II, LLC  
115 Old Norwich Trail  
Ontonagon, MI 49953

JUDITH D. ROEHM 3P  
Ontonagon County  
Page 1 of 3 GR 110/59  
JJT Date 07/23/2002 Time 14:14:21  
RECORDING FEE: 14.00

I Heretby Certify that there are no Tax Liens or Taxes held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection.

July 23, 2002 *Norma A. Sautka*  
Deputy County Treasurer, Ontonagon Co., MI

Ontonagon County



3361  
REAL ESTATE  
TRANSFER TAX

JM013841  
19.00  
135.00

### WARRANTY DEED

The Grantor(s) NORTHERN LAND AND SALES II, LLC, a Michigan Limited Liability Company

Whose address is/are P.O. BOX 217, 115 OLD NORWICH TRAIL, ONTONAGON, MI 49953

Convey(s) and warrant(s) to JAMES L. WALTER and NORMA J. WALTER, LIVING TRUST

Whose address is/are 5020 BLACK ROAD, CORAL, MI 49322

the following described premises situated in the Township of Carp Lake, County of Ontonagon and the State of Michigan:

The South 1,254 feet of the North 4,950 feet of the W1/2, Section 12, T50N-R42W  
EXCEPTING the West 972 feet thereof.

Together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel located over, across and along an existing trail road commonly known as Dashaveyor Grade traversing the S1/2 of the S1/2, Section 12, T50N-R42W, the SW1/4, Section 7, T50N-R41W and the N1/2 of the SE1/4, Section 7, T50N-R41W in an Easterly and Westerly direction for access and utility purposes to and from the L.P. Walsh Road.

Also, together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel located over, across and along an existing trail road traversing the E1/2 of the W1/2, Section 12, T50N-R42W, in a Northerly and Southerly direction for access and utility purposes to and from Dashaveyor Grade.

Excepting and reserving unto the Grantor herein, its successors and assigns, a right of way over and across said non-exclusive and perpetual easement traversing the above described parcel for access and utility purposes for the benefit of all lands located in the W1/2 of Section 12, T50N-R42W.

All lands conveyed in Section 12, T50N-R42W are expressly subject to the following groundwater use restrictions imposed by the Copper Range Company as previous owner:

Copper Range Company (CRC) is required under the terms of a Consent Decree (CD) entered October 29, 1997 in the District Court of Ingham County, Michigan to submit a Remedial Action Plan (RAP) to the Michigan Department of Environmental Quality (MDEQ). The RAP will include land use-based cleanup criteria as defined and set forth in Section 20120a(1)(i) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 et seq, for the environmental remediation associated with the above property and also referred to as the White Pine Mine. There is a potential that contamination from the White Pine Mine may either presently exist or may migrate under the Property above described.

As used herein, the terms "Owner" shall mean at any given time the then current titleholder of the Property.

NOW THEREFORE, Copper Range Company, pursuant to Section 20120b(4) of NREPA, hereby imposes restrictions on the Property and covenants and agrees that:

- 1) The Owner shall not consume or otherwise use the groundwater underlying the Property described above without prior approval of MDEQ.
- 2) The Owner shall provide notice to the MDEQ of the Owner's intent to convey any interest in the Property 14 days prior to consummating the conveyance. However, such notification does not require approval, confirmation or written response by MDEQ prior to the conveyance of the Property. A conveyance of title,

an easement, or other interest in the Property shall not be consummated by the Property Owner without the 14 day notice to MDEQ having been made and the recipient of the conveyance being made aware, in writing, of the existence of this restrictive covenant.

3) The Owner shall grant to the MDEQ and its designated representatives the right to enter the property at reasonable times for the purpose of determining and monitoring compliance with the RAP, including the right to take samples, inspect the operation of the remedial action measures and inspect records. MDEQ shall give reasonable notice to the Property Owner prior to exercising its access rights.

4) The Owner shall grant CRC and its designated representatives the right to enter the Property at reasonable times for the purpose of taking remedial actions, including actions to address the migration of contamination from the White Pine Mine, that may be imposed on CRC by the RAP, CD, or other legal authorities. CRC shall give reasonable notice to the Property Owners prior to exercising its access rights.

The Owner also acknowledges that any actions taken by the Owner or any person having a contractual relationship with the Owner that lead to additional groundwater contamination underlying the Property may constitute a new release of hazardous substances into the environment and that the Owner may incur liability for this new release.

The state may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of appropriate jurisdiction.

This Restrictive Covenant shall run with the property and shall be binding upon all future owners, successors, lessees or assigns and their authorized agents, employees, or persons acting under their direction and control, and shall continue until the MDEQ or its successor approves modifications or rescission of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto, subject to all easements, reservations, conditions, exceptions, and building and use restrictions contained in the several instruments constituting the chain of title to said premises; and further subject to all easements, restrictions, and reservations of record.

For the Sum of \$18,000.00 (EIGHTEEN THOUSAND DOLLARS)

The Grantor(s) also grant(s) to the Grantee(s) the right to make no division(s) under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

The above-described premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Date: July 10, 2002

WITNESSES:

Linda Bussiere  
Linda Bussiere  
Rence Pantti  
Rence Pantti

SIGNED BY:

Norman Pestka  
Norman Pestka, President

STATE OF MICHIGAN

COUNTY OF ONTONAGON

The foregoing instrument was acknowledged before me this 10th day of July, 2002 by Norman Pestka, President of Northern Land and Sales II, LLC.

Linda Bussiere  
Linda Bussiere Notary Public  
Ontonagon County, MI  
My Commission Expires: October 14, 2003



When Recorded Return To:  
Northern Land and Sales II, LLC  
P.O. Box 217  
Ontonagon, MI 49953

Drafted By:  
Northern Land and Sales II, LLC  
P.O. Box 217  
Ontonagon, MI 49953