

STATE OF MICHIGAN
OSCO COUNTY

RECORDED
S. 583 Pg. 651-662
21 SEP 99 12:09 P.M.

RONITA H. COLE
REGISTER OF DEEDS



**QUIT CLAIM
SALE DEED**

No. 204790

MICHIGAN DEPARTMENT OF NATURAL RESOURCES
LAND AND MINERAL SERVICES DIVISION
Issued under Section 131, Act 206, Public Acts of 1993, as amended.

THIS DEED, made this 23rd day of June, 1999 BY AND BETWEEN, the MICHIGAN DEPARTMENT OF NATURAL RESOURCES for the STATE OF MICHIGAN, by authority of Act 451, P.A. of 1994, as amended, hereafter called "Grantor", and

Kenneth R. Holzhei and Anita L. Holzhei, As Husband and Wife
457 Otis Lane, P.O. Box 587
Au Gres, MI 48703-0587

hereafter called "Grantee".

WITNESS, that the Grantor, acting for and in behalf of the State of Michigan by authority of Section 131, Act 206, P.A. 1993, as amended, and for the sum of One Thousand Eight Hundred and 00/100 (\$1,800.00) DOLLARS paid to it by Grantee, hereby grants, conveys, and quit-claims unto the Grantee and to Grantee's heirs, successors, and assigns, all the right, title and interest acquired by the State of Michigan in and to the following described land located in the County of Iosco, State of Michigan:

TOWNSHIP OF AU SABLE
TOWN 23 NORTH, RANGE 09 EAST
SEC. 32 That part of NE 1/4 of NE 1/4 lying SELY of D&MRR r/w
020-032-100-001-10

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

Exemption from County Real Property Transfer Fee is claimed under authority of Section 5(h), Act 134, P.A. 1966 (207.505, Michigan Compiled Laws).

PR 6303 (Rev. 06/09/1999)

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

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

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

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

Signed, Sealed and Delivered in Presence of:

MICHIGAN DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN

Kimberly A. Kolich
Kimberly A. Kolich

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

Patricia A. Simon
Patricia A. Simon

STATE
OF
MICHIGAN
County of Ingham

} ss.

The foregoing instrument was acknowledged before me this 8th day of September, 1999, by Lois A. Hinkle, Manager, Land Records and Tax Reversion, Land and Mineral Services Division of the Michigan Department of Natural Resources for the State of Michigan.

Recorded in Liber 412 of Deeds, Page 290
(Land and Mineral Services Division Records)

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

Prepared by:

My commission Expires: February 21, 2003

KIMBERLY A. KOLICH
LAND AND MINERAL SERVICES DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
P.O. BOX 30448
LANSING MI 48906-7948

AFTER RECORDING, RETURN TO:

Ken & Anita Holzhel
P. O. Box 687
Aubree, MI 48703-0687

RECEIVED

OIL AND GAS LEASE

THIS AGREEMENT, made as of the 18th day of March, 1981, between
Jean Kennicott and Joseph W. Kennicott, wife and husband
of 468 Colonial Dr., Lexington, Tennessee 38351
herein called Lessor (whichever one or more), and Hunt Energy Corporation
of 2500 First National Bank Building, Dallas, Texas 75202
herein called Lessee:

WITNESSETH:

1. Lessor, in consideration of One Dollar (\$1.00), and other valuable consideration, cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties, and agreements of the Lessee, herein provided, hereby grants, leases and lets exclusively unto Lessee, for purposes of investigating, exploring by geophysical and other methods, prospecting, drilling and operating for and producing oil, gases (including without limitation casinghead gas, casinghead gasoline, gas condensate (distillate), hydrogen sulphide gas, helium and any other gas, whether combustible or not), liquid hydrocarbons and associated products, whether in gaseous, solid or liquid state, by any method, including, but not limited to, natural flow, acidizing, fracturing, combustion, steam soak, steam flood, water flood, oil flood, and for injection of any substance; laying, constructing and maintaining pipelines, storing oil, and building tanks, ponds, power stations, roads, electric lines, telephone lines, and other structures upon said land to produce, save, treat, process and transport any product produced or made therefrom, the following described land (herein referred to as "said land") situated in:

Losco County, State of Michigan to wit:

Township 23 North-Range 9 East
Section 33: NE/4 & NW/4 less 1 acre for right of way and Lot 2 (1.83 acres)
and Lot 4 (1.73 acres) of Au Sable Point Beach Subdivision #1

said land being estimated to comprise .322 + 56 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating rental or other payments hereunder.

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in any lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin the said land, including all land added thereto by accretion.

(5) years

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of (5) years from the above date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereby, or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or reworking operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons saved at the well, one eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected, Lessee to have the option, from time to time, to purchase royalty oil in its possession, paying Lessor for such one eighth (1/8) royalty the market price as determined at the well for oil of like grade and gravity prevailing on the day the oil is delivered to pipeline or tanks; (b) on gas, including all substances contained in such gas, produced from said land and sold by Lessee, one eighth (1/8) of the net proceeds received by Lessee from the sale of all gas produced and saved and sold from said land by Lessee, except that on any gas (other than gas used royalty free by Lessee as authorized by this Lease) used off the premises by Lessee or used by Lessee for the manufacture of gasoline or other products, the royalty shall be one eighth (1/8) of the value at field market price; (c) on any substance produced, saved and sold and not subject to (a) or (b), one eighth (1/8) of the market value at the well; and (d) if at any time, either before or after the expiration of the primary term of this Lease, there is a gas well or wells on said land or on land with which all or a portion of said land is consolidated land for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified or classifiable as gas wells by any governmental authority; and such well or wells are shut in before or after production therefrom and this Lease is not being maintained in force under other provisions hereof, Lessee may pay or tender (within the ninety day period hereinafter provided) to the owner or owners of the royalty an advance annual royalty which is equal to the amount of delay rentals provided for in this Lease for the acreage then held under this lease by the party making such payment or tender, or, if no delay rentals are provided herein, an amount of One Hundred Dollars (\$100.00) per well per year, and if such payment or tender is made it shall be considered under all provisions of this lease that gas is being produced from said land in paying quantities for one (1) year from the date such payment or tender is made, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered under all provisions of this lease that gas is being produced from said land in paying quantities during any annual period for which such royalty is paid or tendered; and when there is a shut in gas well or wells on said land or land pooled, unitized or consolidated therewith, if this lease is not continued in force under some other provision hereof, it shall nevertheless continue in force for a period of ninety (90) days from the last date on which a gas well located on the leased premises is shut in, or for ninety (90) days following the date to which this lease is continued in force by some other provision hereof, as the case may be, within which ninety day period Lessee may commence or resume the payment or tender of the advance royalty as herein provided. At such advance annual royalty payments may be paid or tendered direct to the royalty owner or owners (as shown by Lessee's records) or to such royalty owner or owners' credit in the depository bank as designated hereunder.

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land may be pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties unless the Lessee shall on or before such anniversary date pay or tender to the Lessor or for the Lessor's credit in the Central State

Bank at Lexington, Tennessee
or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this Lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of

Three hundred twentytwo and 56/100----- Dollars (\$.322 + 56)

which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year, in like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee (or any assignee thereof), mailed or delivered on or before the rental paying date, either direct to Lessor at Lessor's above specified address or to said depository bank, and depositing same in the United States mails, postage paid, shall be deemed conclusive proof of payment hereunder. Notwithstanding the death of Lessor, or any successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors and administrators of such persons. If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights conferred.

5. Lessee is hereby given the power and right, as to all or any part of said land and as to any one or more of the formations or substances thereunder, at its option and without Lessor's joinder or further consent, at any time and as a recurring right either before or after production, to pool, consolidate and unitize said land, the leasehold estate and Lessor's interests including any interests created and/or assigned by Lessor subsequent to the date hereof; therein with the rights of any third parties, if any, in all or any part of said land and with other land, lands, lease, leases, mineral, and royalty rights, or any of them, adjacent, adjoining or located within the vicinity of this lease, whether owned by Lessee or some other person, firm, corporation or governmental agency, so as and in order to create one or more drilling, spacing or production units in compliance with the spacing rules of any lawful authority, or when in Lessee's judgement such will promote the conservation of oil and/or gas. Lessee shall each time file written unit designation for record in the county in which such unit is located, and Lessee shall have the right and power, from time to time, to modify, change or terminate any such plan or agreement. In lieu of the royalties herein provided Lessor shall receive on production from such unit only such portion of the royalties (other than shut in gas royalties) as bears to the specified as the amount of Lessor's acreage hereunder which is pooled in any such unit, or his royalty interest therein on an acreage basis, bears to the total acreage pooled in such unit. The term "royalty" as used in this paragraph shall also include any overriding royalties and payments to or from production to which this lease may be subject. The commencement, drilling, conducting of operations, completion of or production from a well on any portion of a unit created hereunder shall have the same effect upon the terms of this lease as if a well were commenced, drilled, operations conducted, completed, or producing on the land embraced by this lease and this lease shall not terminate or expire during the life of any such unit.

This form was prepared by James Craig Hardin of 3401 East Saginaw, Suite 204
Lansing, Michigan 48912



10/11/2005 3:28:11 PM
STATE OF MICHIGAN - IOSCO COUNTY
RECORDED
BONITA M. COYLE, REGISTER OF DEEDS



LIBER 865

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DECLARATION OF PRIVATE ROADWAY EASEMENT

THIS DECLARATION OF PRIVATE ROADWAY EASEMENT is made this 31st day of October, 2005, by and between GEORGE F. RIETH, JR., a single man, of 1008 North Tawas Lake Road, East Tawas, Michigan 48730, ("Developer"), and the AuSABLE POINTE WEST LAND OWNERS' ASSOCIATION, a voluntary unincorporated association ("Association"), the address of which is 1008 North Tawas Lake Road, East Tawas, Michigan 48730.

Recitals

Developer is the owner and developer of AuSable Pointe West, a Parcel of acreage which is situated in AuSable Township, Iosco County, Michigan, and which is fully described in the attachment entitled "DESCRIPTION OF PROPERTY," depicting the parent Parcel and each of the sub-parcels consisting of Parcels depicted as 1 through 12, the "Parcels."

Developer has created a common access private roadway over the Property for the purpose of providing ingress and egress and access easements for utilities connections for all of the Parcels excepting Parcel 7. (Parcel 7 has its own direct access to US Highway 23 and does not require further means for of ingress and egress or utility access.) The legal description of excepted Parcel 7 is set forth in attachment entitled "DESCRIPTION OF PARCEL 7."

The description of the roadway easement is attached hereto as "DESCRIPTION OF ROADWAY EASEMENT," hereafter referred to as the "Roadway Easement."

The Association shall consist of the record title owners of the Parcels, being Parcels 1, 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12, and subsequent owners of any additional sub-parcels resulting from any land divisions of those 11 Parcels.

It is essential to the value of the Parcels that the private roadway located within the Easement Premises, known as "AuSable Pointe West Drive," be properly maintained and kept in good condition.

All of the Parcels are presently owned by Developer.

Section 1. Easement

1.1 The Roadway Easement is hereby established across, over and through the Property for the purpose of ingress to and egress from the Parcels and for the construction, maintenance and repair (including reconstruction) of utilities. The portion of the Property burdened by the Roadway Easement is hereafter referred to as the "Easement Premises."

7/32



1.2 The Roadway Easement benefits and runs with Parcels 1, 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12, inclusive.

1.3 The Easement also benefits any utility company or municipality providing utility services to one or more of the Parcels.

Section 2. Repair and Maintenance of Easement; Capital Improvements

2.1 The Easement Premises are used as a roadway for vehicular traffic and shall be properly maintained in good condition for that purpose.

2.2 When repairs and/or maintenance appear to be necessary, the Association may undertake such repairs or maintenance anywhere along the Easement Premises upon the affirmative vote of **at least two-thirds of the Parcel Owners**. The total cost of the particular maintenance or repair items being undertaken and the Parcel Owner or other person assigned or contracted with to perform them must also be **approved by a two-thirds vote**. The Parcel Owners shall share in the costs of any approved maintenance, repair or capital improvement, equally.

2.3 Capital improvements (such as asphaltting) to the Easement Premises may be undertaken by the Association upon the affirmative vote of **all of the Parcel Owners**. **Capital improvements may also be undertaken upon the affirmative vote of fewer than all but not less than two-thirds of the Parcel Owners, but no Parcel Owner shall be responsible for the cost of any capital improvements to the Easement Premises not approved by that Parcel Owner. The Parcel Owners electing to carry out such improvements may apportion the cost equally among the other participating Parcel Owners.** The exact nature of the capital improvements, their cost and any contractor employed to carry them out must be approved by all the Parcel Owners undertaking the improvements.

2.4 The Parcel Owners grant to one another reasonable rights of access and passage over their respective Parcels for the purpose of conducting maintenance and repair of the Easement Premises or installing capital improvements.

2.5 The Association, or any Parcel Owner(s) designated to act on behalf of the Association, in undertaking the approved maintenance, repair or capital improvement, will contract for and may initially pay on behalf of the Association all reasonable costs associated with them, but in such case will be entitled to reimbursement by each of the other Parcel Owners or participating Parcel Owners, as the case may be. The Parcel Owner(s) actually incurring such costs will promptly bill the others for their share. The others will pay the statement rendered within ten (10) days of receipt. No Parcel Owner will be entitled to reimbursement for the cost of any repair or maintenance undertaken without the prior approval of the Association as provided aforesaid.

2.6 Provided a Parcel Owner is current in his or her obligations to the Association and/or other Parcel Owner(s), a Parcel Owner will be immediately released from all personal liability for costs associated with the repair and maintenance of or capital improvements to the Easement Premises upon the sale or other conveyance of 100 percent of his or her interests in the Parcel owned by him or her.

2.7 If a Parcel Owner fails to pay his or her respective share of costs incurred within 30 days after receipt of a statement, the amount of the statement, together with interest at seven (7.0%) percent per annum from the date the costs were incurred, plus any attorneys' fees necessary to collection, shall automatically become a continuing lien against the Parcel of the defaulting Parcel Owner. This lien will be superior to all other liens or claims against the Parcel except an institutional or purchase-money first mortgage. Each Parcel Owner's obligation



to pay his or her share of the costs will be an enforceable personal obligation of the Parcel Owner. Upon the affirmative vote of all Parcel Owners except a defaulting Parcel Owner who has not paid his or her share of costs, the Association or Parcel Owner(s) who have not been reimbursed may record notice of a claim of lien against the Parcel owned by the defaulting Parcel Owner and thereafter pursue a judicial action to foreclose on the lien, subject only to any institutional or purchase-money first mortgage, in any manner now or in the future permitted by law or equity with respect to mortgages. Proceeds received at such a sale shall be distributed first to pay the lien being foreclosed upon, plus all costs and expenses, interest, attorneys' fees and any surplus shall be distributed in accordance with the priorities established by applicable law. The reimbursed Association or Parcel Owner(s) may, in addition to or instead of foreclosure, obtain a personal judgment against the defaulting Parcel Owner.

2.8 The Parcel Owners shall work together to coordinate their repair and maintenance activities so as to make the repairs and maintenance of the Easement as economical as possible and to minimize interference with the Parcel Owners' use of the Easement Premises. To the extent reasonably possible or upon the request of the Association, a Parcel Owner performing any repairs, maintenance or capital improvements will obtain competitive bids for the purpose of cost comparison. The Parcel Owners will be provided with reasonable notice before the undertaking of any repair, maintenance or capital improvement. All work will be performed with reasonable dispatch.

2.9 The Parcel Owners will exercise reasonable care in their use of the Easement Premises so as not to cause more than normal wear and tear on the driveway or other Easement improvements. Any damage to the Easement Premises caused by a Parcel Owner or his or her guests or invitees shall promptly be repaired by that Parcel Owner at his or her sole expense. If Parcel Owner fails to repair any damage to the Easement Premises caused by him or her or his or her guests or invitees within ten (10) days of receipt of written request from the Association, the Association or another Parcel Owner may do so, and the cost of doing so will be the sole responsibility of the Parcel Owner responsible for the damage, to be billed, paid and collected as set forth in Sections 2.5 and 2.7.

Section 3. Subdivision

3.1 In the event any Parcel is subdivided, the share of costs for repairs, maintenance and capital improvements shall thereafter be divided equally among all of the Parcels which thereafter exist, irrespective of the fact that the newly created Parcels are the result of subdivision. By way of illustration, if a certain original Parcel is divided into two, future road maintenance charges would be divided by 12, each Parcel to pay a 1/12th share instead of 1/11th as before.

Section 4. Assignment of Rights

4.1 All rights granted in this Agreement shall not be further assignable by the Parcel Owners except as an appurtenance to and in conjunction with the sale or subdivision of their Parcels.

Section 5. Amendment

5.1 The provisions of this Agreement may be amended, but only with the consent of seventy five (75%) percent of the Parcel Owners of all the Parcels existing at the time of the Amendment.



Section 6. Binding Agreement

6.1 The Easement rights and responsibilities set forth in this Agreement shall be perpetual and shall be appurtenant to and run with the land, and shall be binding upon the successors and assigns of the Parcel Owners.

Section 7. Voting

7.1 If a Parcel is owned by more than one person, all the owners of a Parcel will collectively be referred to as the Parcel Owner, and will be entitled to only one collective vote (i.e., each Parcel represents one vote in the matters covered by this Agreement). Each Parcel existing at the time of casting a vote shall be entitled to one vote, including Parcels resulting from subdivision.

Section 8. Transfer Tax Exemptions

8.1 This instrument is exempt from County Transfer Tax by virtue of MCLA 207.505(a) and exempt from State Transfer Tax by virtue of MCLA 207.526(a).

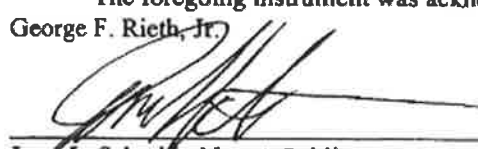
In witness, the undersigned have executed this Declaration of Common Driveway Easement Rights and Responsibilities on the date first written above.

Signed the date first set forth above.


George F. Rieth, Jr., Developer

State of Michigan)
County of Iosco) ss.

The foregoing instrument was acknowledged before me this 3rd day of October, 2005, by George F. Rieth, Jr.


Jerry L. Schmidt, Notary Public
Iosco County, Michigan
Acting in Iosco County, Michigan
My commission expires: February 12, 2011

Drafted by and when recorded to be returned to:
SCHMIDT & PALUMBO, PLC
By: Jerry L. Schmidt, Attorney at Law
1864 N. US-23, East Tawas, MI 48730
(989)362-6189

DESCRIPTION OF PROPERTY

COMMENCING AT THE CORNER COMMON TO SECTIONS 28, 29, 32, AND 33, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN; THENCE SOUTH 88°46'09" EAST ALONG THE NORTH LINE OF SAID SECTION 33, 471.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°46'09" EAST ALONG SAID LINE, 2175.29 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION; THENCE CONTINUING SOUTH 88°46'09" EAST ALONG SAID LINE, 2646.54 FEET TO THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 88°24'13" EAST ALONG THE NORTH LINE OF "AU SABLE POINT BEACH NO. 1" RECORDED IN LIBER 4 OF PLATS ON PAGES 18 AND 19 IN IOSCO COUNTY RECORDS, 931.63 FEET AS MONUMENTED (RECORDED AS 931.92 FEET); THENCE SOUTH 03°01'44" EAST ALONG THE EASTERLY RIGHT OF WAY OF HIGHWAY US-23 SO-CALLED AS MONUMENTED, 165.72 FEET (RECORDED AS 165.78 FEET); THENCE NORTH 88°24'23" WEST ALONG THE SOUTH LINE OF LOT 4 OF SAID "AU SABLE POINT BEACH NO. 1", 942.16 FEET AS MONUMENTED (RECORDED AS 942.52 FEET); THENCE SOUTH 00°37'00" WEST ALONG THE EAST LINE OF SAID SECTION 33, 2478.88 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE NORTH 89°10'18" WEST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 33, 5310.25 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 32 AND 33; THENCE SOUTH 88°37'20" WEST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 32, 1762.20 FEET; THENCE NORTH 40°08'34" EAST ALONG THE SOUTHEASTERLY RIGHT OF WAY FOR GREAT LAKES RAILROAD SO-CALLED, 1783.31 FEET; THENCE NORTH 88°14'01" EAST ALONG THE NORTH 1/16 LINE OF SAID SECTION 32, 635.45 FEET; THENCE NORTH 00°59'22" EAST ALONG THE WEST LINE OF SAID SECTION 33, 748.99 FEET; THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY FOR SAID GREAT LAKES RAILROAD IN THE FOLLOWING TWO (2) COURSES; THENCE NORTH 40°08'34" EAST, 451.02 FEET; THENCE 303.91 FEET ALONG A 6701.75 FOOT RADIUS TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 02°35'54" AND A CHORD BEARING AND DISTANCE OF NORTH 38°50'37" EAST, 303.88 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING LOTS 2 AND 4 OF SAID "AU SABLE POINT BEACH NO. 1" AND A PART OF THE NORTH 1/2 OF SAID SECTION 33 AND A PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32 AND CONTAINS 361.16 ACRES OF LAND, MORE OR LESS. ALSO, BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°46'09" EAST ALONG THE NORTH LINE OF SAID SECTION 33, 346.64 FEET; THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF SAID GREAT LAKES RAILROAD IN THE FOLLOWING TWO (2) COURSES; THENCE 225.58 FEET ALONG A 6601.75 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 01°57'28" AND A CHORD BEARING AND DISTANCE OF SOUTH 39°09'50" WEST, 225.56 FEET; THENCE SOUTH 40°08'34" WEST, 328.20 FEET; THENCE NORTH 00°59'22" EAST ALONG THE WEST LINE OF SAID SECTION 33, 433.29 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33 AND CONTAINS 1.74 ACRES OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD IF ANY.

DESCRIPTION OF PARCEL 7

COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE SOUTH 00°37'00" WEST ALONG THE LINE COMMON TO SAID SECTIONS 33 AND 34 AND THE WESTERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 1968.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°37'00" WEST ALONG SAID LINE, 595.68 FEET; THENCE SOUTH 88°24'13" EAST ALONG THE LINE COMMON TO LOTS 64 AND 66 OF SAID "AU SABLE POINT BEACH NO. 1", 155.59 FEET; THENCE ALONG THE WESTERLY LINE OF HIGHWAY US-23 SO-CALLED, 106.38 FEET ALONG A 3205.65 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 01°54'05" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°51'44" WEST, 106.38 FEET; THENCE NORTH 88°24'13" WEST ALONG THE SOUTHERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 84.07 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 33 AND 34; THENCE NORTH 89°10'18" WEST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 33, 2131.29 FEET; THENCE NORTH 00°50'00" WEST, 264.96 FEET; THENCE NORTH 78°55'49" EAST, 1521.34 FEET; THENCE NORTH 00°37'00" EAST, 97.14 FEET; THENCE SOUTH 89°10'18" EAST, 648.19 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING A PART OF THE NORTHEAST 1/4 OF SAID SECTION 33 AND LOT 66 OF SAID "AU SABLE POINT BEACH NO. 1" AND CONTAINS 24.68 ACRES OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD IF ANY.

BEARINGS ARE BASED UPON GEODETIC NORTH.

DESCRIPTION OF ROADWAY EASEMENT

HAVING AND GRANTING RIGHTS FOR A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES DESCRIBED AS COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE SOUTH 88°24'13" EAST ALONG THE LINE COMMON TO SAID SECTIONS 27 AND 34 AND THE NORTHERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 617.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°24'13" EAST ALONG SAID LINE, 314.37 FEET; THENCE SOUTH 03°01'44" EAST ALONG THE WESTERLY LINE OF HIGHWAY US-23 SO-CALLED, 66.22 FEET; THENCE NORTH 88°24'13" WEST, 306.48 FEET; THENCE SOUTH 68°55'27" WEST, 257.37 FEET; THENCE NORTH 88°24'23" WEST, 390.17 FEET; THENCE SOUTH 00°37'00" WEST ALONG THE LINE COMMON TO SAID SECTIONS 33 AND 34 AND THE WESTERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 133.44 FEET; THENCE SOUTH 59°39'49" WEST, 151.47 FEET; THENCE SOUTH 42°52'53" WEST, 303.60 FEET; THENCE SOUTH 82°01'01" WEST, 305.66 FEET; THENCE SOUTH 58°01'55" WEST, 499.91 FEET; THENCE NORTH 86°39'53" WEST, 225.63 FEET; THENCE SOUTH 59°11'15" WEST, 255.59 FEET; THENCE SOUTH 42°31'39" WEST, 195.66 FEET; THENCE SOUTH 62°46'09" WEST, 561.74 FEET; THENCE SOUTH 00°50'00" EAST, 149.42 FEET; THENCE SOUTH 39°57'02" WEST, 132.99 FEET; THENCE SOUTH 53°24'41" WEST, 353.48 FEET; THENCE SOUTH 67°01'28" WEST, 207.72 FEET; THENCE SOUTH 54°47'24" WEST, 470.51 FEET; THENCE SOUTH 61°26'51" WEST, 400.30 FEET; THENCE NORTH 84°18'37" WEST, 282.26 FEET; THENCE NORTH 08°28'21" WEST, 200.80 FEET; THENCE NORTH 41°19'29" EAST, 515.40 FEET; THENCE NORTH 47°46'43" WEST, 464.75 FEET; THENCE NORTH 57°38'22" EAST, 457.49 FEET; THENCE NORTH 36°12'50" EAST, 316.81 FEET; THENCE SOUTH 53°47'10" EAST, 66.00 FEET; THENCE SOUTH 36°12'50" WEST, 329.30 FEET; THENCE SOUTH 57°38'22" WEST, 383.31 FEET; THENCE SOUTH 47°46'43" EAST, 443.06 FEET; THENCE SOUTH 41°19'29" WEST, 549.74 FEET; THENCE SOUTH 08°28'21" EAST, 118.75 FEET; THENCE SOUTH 84°18'37" EAST, 210.51 FEET; THENCE NORTH 61°26'51" EAST, 376.13 FEET; THENCE NORTH 54°47'24" EAST, 473.74 FEET; THENCE NORTH 67°01'28" EAST, 206.91 FEET; THENCE NORTH 53°24'41" EAST, 337.82 FEET; THENCE NORTH 39°57'02" EAST, 100.67 FEET; THENCE NORTH 00°50'00" WEST, 165.81 FEET; THENCE NORTH 62°46'09" EAST, 590.88 FEET; THENCE NORTH 42°31'39" EAST, 193.54 FEET; THENCE NORTH 59°11'15" EAST, 285.52 FEET; THENCE SOUTH 86°39'53" EAST, 224.90 FEET; THENCE NORTH 58°01'55" EAST, 492.93 FEET; THENCE NORTH 82°01'01" EAST, 296.22 FEET; THENCE NORTH 42°52'53" EAST, 289.88 FEET; THENCE NORTH 59°39'49" EAST, 123.83 FEET; THENCE NORTH 00°37'00" EAST, 163.19 FEET; THENCE SOUTH 88°24'23" EAST, 444.08 FEET; THENCE NORTH 68°55'27" EAST, 257.37 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED UPON GEODETIC NORTH.



LIBER 906

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DECLARATION OF EASEMENT

GEORGE F. RIETH, JR., a single man, whose address is 1008 North Tawas Lake Road, East Tawas, Michigan 48730, the Declarant herein, makes this Declaration of Easement on November 16, 2006, to establish an easement, subject to the following conditions:

Recitals

Declarant is the owner and developer of AuSable Pointe West, a Parcel of acreage which is situated in AuSable Township, Iosco County, Michigan, and which is fully described in the attachment entitled "DESCRIPTION OF PROPERTY," which describes the parent Parcel containing 12 sub-parcels, referred to as Parcels depicted as 1 through 12, referred to herein as "the Property."

Declarant is also the owner of the following described parcel situated in AuSable Township, Iosco County, Michigan, which is immediately adjacent and to the west of Parcel 1, to-wit:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 23 North, Range 6 East, lying Southeasterly of the D & M Railroad (hereafter the "Railroad Triangle Parcel").

Declarant previously created a common access private roadway over the Property for the purpose of providing ingress and egress and access easements for utilities connections for all of the Parcels excepting Parcel 7.

The roadway easement was created by and fully described in "Declaration of Private Roadway Easement," previously recorded on October 11, 2005, at Liber 865, pages 290 through 296, Iosco County records, that roadway easement being known as and herein referred to as "AuSable Pointe West Drive."

The parcels which are affected by the easement created herein are parcels 1, 12 and the Railroad Triangle Parcel. Parcels 1 and 12 are more fully described in attachments hereto referred to as "Description of Parcel 1," "Description of Parcel 12," which attachments are made a part hereof.

Declarant has determined that it is necessary to create an easement which will run along the boundary line separating Parcels 1 and 12 to the northeasterly corner of the Railroad Triangle Parcel to afford ingress and egress for the Railroad Triangle Parcel as well as more complete ingress and egress for Parcels 1 and 12 as well as a means of accessing public utilities.

The description of the Easement created hereby is attached hereto as "SURVEY DESCRIPTION OF EASEMENT BETWEEN PCL #1 & PCL #12," and hereafter referred to as the "Easement."


6/29

Easement

1. Declarant hereby declares, grants, conveys and establishes an easement for ingress and egress and for the construction, maintenance and repair of utilities for Parcels 1, 12 and the Railroad Triangle Parcel. The portion of the Property burdened by the Easement is hereafter referred to as the "Easement Premises." The owners of those parcels shall use the Easement only for those purposes. The use of the Easement shall be exclusive to those three parcels.
2. The Easement benefits and runs with Parcels 1, 12 and the Railroad Triangle Parcel. The Easement burdens parcels 1 and 12.
3. The Easement also benefits any utility company or municipality providing utility services to Parcels 1, 12 and the Railroad Triangle Parcel.
4. All costs incurred in the maintenance of the Easement shall be borne by the owners most directly benefitting from such improvements, ON A VOLUNTARY BASIS, unless specifically agreed to the contrary in a writing endorsed by each person assuming responsibility for such cost.
5. The Easement rights and responsibilities set forth in this Declaration of Easement shall be perpetual and shall be appurtenant to and run with the land, and shall be binding upon the successors and assigns of the owners of the affected parcels.
6. This instrument is exempt from County Transfer Tax by virtue of MCLA 207.505(a) and exempt from State Transfer Tax by virtue of MCLA 207.526(a).


In witness, the undersigned have executed this Declaration of Easement on the date first written above.

Signed the date first set forth above.


George F. Rieth, Jr.

State of Michigan)
County of Iosco) ss.

The foregoing instrument was acknowledged before me on November 16, 2006, by George F. Rieth, Jr.


Jerry L. Schmidt, Notary Public
Iosco County, Michigan. Acting in Iosco County, Michigan
My commission expires: February 12, 2011

Drafted by and when recorded to be returned to:
SCHMIDT & PALUMBO, PLC
By: Jerry L. Schmidt, Attorney at Law
1864 N. US-23, East Tawas, MI 48730
(989)362-6189

DESCRIPTION OF PROPERTY

COMMENCING AT THE CORNER COMMON TO SECTIONS 28, 29, 32, AND 33, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN; THENCE SOUTH 88°46'09" EAST ALONG THE NORTH LINE OF SAID SECTION 33, 471.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°46'09" EAST ALONG SAID LINE, 2175.29 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION; THENCE CONTINUING SOUTH 88°46'09" EAST ALONG SAID LINE, 2646.54 FEET TO THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 88°24'13" EAST ALONG THE NORTH LINE OF "AU SABLE POINT BEACH NO. 1" RECORDED IN LIBER 4 OF PLATS ON PAGES 18 AND 19 IN IOSCO COUNTY RECORDS, 931.63 FEET AS MONUMENTED (RECORDED AS 931.92 FEET); THENCE SOUTH 03°01'44" EAST ALONG THE EASTERLY RIGHT OF WAY OF HIGHWAY US-23 SO-CALLED AS MONUMENTED, 165.72 FEET (RECORDED AS 165.78 FEET); THENCE NORTH 88°24'23" WEST ALONG THE SOUTH LINE OF LOT 4 OF SAID "AU SABLE POINT BEACH NO. 1", 942.16 FEET AS MONUMENTED (RECORDED AS 942.52 FEET); THENCE SOUTH 00°37'00" WEST ALONG THE EAST LINE OF SAID SECTION 33, 2478.88 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE NORTH 89°10'18" WEST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 33, 5310.25 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 32 AND 33; THENCE SOUTH 88°37'20" WEST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 32, 1762.20 FEET; THENCE NORTH 40°08'34" EAST ALONG THE SOUTHEASTERLY RIGHT OF WAY FOR GREAT LAKES RAILROAD SO-CALLED, 1783.31 FEET; THENCE NORTH 88°14'01" EAST ALONG THE NORTH 1/16 LINE OF SAID SECTION 32, 635.45 FEET; THENCE NORTH 00°59'22" EAST ALONG THE WEST LINE OF SAID SECTION 33, 748.99 FEET; THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY FOR SAID GREAT LAKES RAILROAD IN THE FOLLOWING TWO (2) COURSES; THENCE NORTH 40°08'34" EAST, 451.02 FEET; THENCE 303.91 FEET ALONG A 6701.75 FOOT RADIUS TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 02°35'54" AND A CHORD BEARING AND DISTANCE OF NORTH 38°50'37" EAST, 303.88 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING LOTS 2 AND 4 OF SAID "AU SABLE POINT BEACH NO. 1" AND A PART OF THE NORTH 1/2 OF SAID SECTION 33 AND A PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32 AND CONTAINS 361.16 ACRES OF LAND, MORE OR LESS. ALSO, BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°46'09" EAST ALONG THE NORTH LINE OF SAID SECTION 33, 346.64 FEET; THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF SAID GREAT LAKES RAILROAD IN THE FOLLOWING TWO (2) COURSES; THENCE 225.58 FEET ALONG A 6601.75 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 01°57'28" AND A CHORD BEARING AND DISTANCE OF SOUTH 39°09'50" WEST, 225.56 FEET; THENCE SOUTH 40°08'34" WEST, 328.20 FEET; THENCE NORTH 00°59'22" EAST ALONG THE WEST LINE OF SAID SECTION 33, 433.29 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33 AND CONTAINS 1.74 ACRES OF LAND, MORE OR LESS, ALSO BEING SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD IF ANY.



DESCRIPTION OF PARCEL 1

COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE NORTH 88°46'09" WEST ALONG THE LINE COMMON TO SAID SECTIONS 28 AND 33, 2646.54 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 28 AND 33; THENCE CONTINUING NORTH 88°46'09" WEST ALONG SAID LINE, 506.40 FEET TO THE POINT OF BEGINNING; THENCE DUE SOUTH, 1090.32 FEET; THENCE SOUTH 36°12'50" WEST ALONG THE CENTERLINE OF A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, 174.32 FEET; THENCE SOUTH 88°14'01" WEST, 2060.78 FEET; THENCE NORTH 00°59'22" EAST ALONG THE LINE COMMON TO SAID SECTION 33 AND SECTION 32, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN, 748.99 FEET; THENCE ALONG THE SOUTHEASTERLY LINE OF LAKE STATES RAILROAD SO-CALLED IN THE FOLLOWING TWO (2) COURSES; THENCE NORTH 40°08'34" EAST, 451.02 FEET; THENCE 303.91 FEET ALONG A 6701.75 FOOT RADIUS TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 02°35'54" AND A CHORD BEARING AND DISTANCE OF NORTH 38°50'37" EAST, 303.88 FEET; THENCE SOUTH 88°46'09" EAST ALONG THE LINE COMMON TO SAID SECTIONS 28 AND 33, 1668.88 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING A PART OF THE NORTHWEST 1/4 OF SAID SECTION 33 AND CONTAINS 60.01 ACRES OF LAND, MORE OR LESS, HAVING AND GRANTING RIGHTS FOR A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES DESCRIBED AS COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE SOUTH 88°24'13" EAST ALONG THE LINE COMMON TO SAID SECTIONS 27 AND 34 AND THE NORTHERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 617.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°24'13" EAST ALONG SAID LINE, 314.37 FEET; THENCE SOUTH 03°01'44" EAST ALONG THE WESTERLY LINE OF HIGHWAY US-23 SO-CALLED, 66.22 FEET; THENCE NORTH 88°24'13" WEST, 306.48 FEET; THENCE SOUTH 68°55'27" WEST, 257.37 FEET; THENCE NORTH 88°24'23" WEST, 390.17 FEET; THENCE SOUTH 00°37'00" WEST ALONG THE LINE COMMON TO SAID SECTIONS 33 AND 34 AND THE WESTERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 133.44 FEET; THENCE SOUTH 59°39'49" WEST, 151.47 FEET; THENCE SOUTH 42°52'53" WEST, 303.60 FEET; THENCE SOUTH 82°01'01" WEST, 305.66 FEET; THENCE SOUTH 58°01'55" WEST, 499.91 FEET; THENCE NORTH 86°39'53" WEST, 225.63 FEET; THENCE SOUTH 59°11'15" WEST, 255.59 FEET; THENCE SOUTH 42°31'39" WEST, 195.66 FEET; THENCE SOUTH 62°46'09" WEST, 561.74 FEET; THENCE SOUTH 00°50'00" EAST, 149.42 FEET; THENCE SOUTH 39°57'02" WEST, 132.99 FEET; THENCE SOUTH 53°24'41" WEST, 353.48 FEET; THENCE SOUTH 67°01'28" WEST, 207.72 FEET; THENCE SOUTH 54°47'24" WEST, 470.51 FEET; THENCE SOUTH 61°26'51" WEST, 400.30 FEET; THENCE NORTH 84°18'37" WEST, 282.26 FEET; THENCE NORTH 08°28'21" WEST, 200.80 FEET; THENCE NORTH 41°19'29" EAST, 515.40 FEET; THENCE NORTH 47°46'43" WEST, 464.75 FEET; THENCE NORTH 57°38'22" EAST, 457.49 FEET; THENCE NORTH 36°12'50" EAST, 316.81 FEET; THENCE SOUTH 53°47'10" EAST, 66.00 FEET; THENCE SOUTH 36°12'50" WEST, 329.30 FEET; THENCE SOUTH 57°38'22" WEST, 383.31 FEET; THENCE SOUTH 47°46'43" EAST, 443.06 FEET; THENCE SOUTH 41°19'29" WEST, 549.74 FEET; THENCE SOUTH 08°28'21" EAST, 118.75 FEET; THENCE SOUTH 84°18'37" EAST, 210.51 FEET; THENCE NORTH 61°26'51" EAST, 376.13 FEET; THENCE NORTH 54°47'24" EAST, 473.74 FEET; THENCE NORTH 67°01'28" EAST, 206.91 FEET; THENCE NORTH 53°24'41" EAST, 337.82 FEET; THENCE NORTH 39°57'02" EAST, 100.67 FEET; THENCE NORTH 00°50'00" WEST, 165.81 FEET; THENCE NORTH 62°46'09" EAST, 590.88 FEET; THENCE NORTH 42°31'39" EAST, 193.54 FEET; THENCE NORTH 59°11'15" EAST, 285.52 FEET; THENCE SOUTH 86°39'53" EAST, 224.90 FEET; THENCE NORTH 58°01'55" EAST, 492.93 FEET; THENCE NORTH 82°01'01" EAST, 296.22 FEET; THENCE NORTH 42°52'53" EAST, 289.88 FEET; THENCE NORTH 59°39'49" EAST, 123.83 FEET; THENCE NORTH 00°37'00" EAST, 163.19 FEET; THENCE SOUTH 88°24'23" EAST, 444.08 FEET; THENCE NORTH 68°55'27" EAST, 257.37 FEET TO THE POINT OF BEGINNING. ALSO BEING SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD IF ANY.



DESCRIPTION OF PARCEL 12

COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE NORTH 88°46'09" WEST ALONG THE LINE COMMON TO SAID SECTIONS 28 AND 33, 2646.54 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 28 AND 33; THENCE CONTINUING NORTH 88°46'09" WEST ALONG SAID LINE, 2646.54 FEET TO THE CORNER COMMON TO SECTIONS 29 AND 32, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND SAID SECTIONS 28 AND 33; THENCE SOUTH 00°59'22" WEST ALONG THE LINE COMMON TO SAID SECTIONS 32 AND 33, 1340.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°14'01" EAST, 2060.78 FEET; THENCE ALONG THE CENTERLINE OF A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES IN THE FOLLOWING FOUR (4) COURSES; THENCE SOUTH 36°12'50" WEST, 148.74 FEET; THENCE SOUTH 57°38'22" WEST, 420.40 FEET; THENCE SOUTH 47°46'43" EAST, 453.91 FEET; THENCE SOUTH 41°19'29" WEST, 172.19 FEET; THENCE DUE WEST, 1851.63 FEET TO A POINT ON THE LINE COMMON TO SAID SECTIONS 32 AND 33; THENCE CONTINUING DUE WEST ALONG SAID LINE, 1209.97 FEET; THENCE NORTH 40°08'34" EAST ALONG THE SOUTHEASTERLY LINE OF LAKE STATES RAILROAD SO-CALLED, 910.79 FEET; THENCE NORTH 88°14'01" EAST ALONG THE NORTH 1/16 LINE OF SAID SECTION 32 (NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4), 635.45 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING A PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32 AND PART OF THE NORTH 1/2 OF SAID SECTION 33 AND CONTAINS 46.44 ACRES OF LAND, MORE OR LESS, HAVING AND GRANTING RIGHTS FOR A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES DESCRIBED AS COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE SOUTH 88°24'13" EAST ALONG THE LINE COMMON TO SAID SECTIONS 27 AND 34 AND THE NORTHERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 617.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°24'13" EAST ALONG SAID LINE, 314.37 FEET; THENCE SOUTH 03°01'44" EAST ALONG THE WESTERLY LINE OF HIGHWAY US-23 SO-CALLED, 66.22 FEET; THENCE NORTH 88°24'13" WEST, 306.48 FEET; THENCE SOUTH 68°55'27" WEST, 257.37 FEET; THENCE NORTH 88°24'23" WEST, 390.17 FEET; THENCE SOUTH 00°37'00" WEST ALONG THE LINE COMMON TO SAID SECTIONS 33 AND 34 AND THE WESTERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 133.44 FEET; THENCE SOUTH 59°39'49" WEST, 151.47 FEET; THENCE SOUTH 42°52'53" WEST, 303.60 FEET; THENCE SOUTH 82°01'01" WEST, 305.66 FEET; THENCE SOUTH 58°01'55" WEST, 499.91 FEET; THENCE NORTH 86°39'53" WEST, 225.63 FEET; THENCE SOUTH 59°11'15" WEST, 255.59 FEET; THENCE SOUTH 42°31'39" WEST, 195.66 FEET; THENCE SOUTH 62°46'09" WEST, 561.74 FEET; THENCE SOUTH 00°50'00" EAST, 149.42 FEET; THENCE SOUTH 39°57'02" WEST, 132.99 FEET; THENCE SOUTH 53°24'41" WEST, 353.48 FEET; THENCE SOUTH 67°01'28" WEST, 207.72 FEET; THENCE SOUTH 54°47'24" WEST, 470.51 FEET; THENCE SOUTH 61°26'51" WEST, 400.30 FEET; THENCE NORTH 84°18'37" WEST, 282.26 FEET; THENCE NORTH 08°28'21" WEST, 200.80 FEET; THENCE NORTH 41°19'29" EAST, 515.40 FEET; THENCE NORTH 47°46'43" WEST, 464.75 FEET; THENCE NORTH 57°38'22" EAST, 457.49 FEET; THENCE NORTH 36°12'50" EAST, 316.81 FEET; THENCE SOUTH 53°47'10" EAST, 66.00 FEET; THENCE SOUTH 36°12'50" WEST, 329.30 FEET; THENCE SOUTH 57°38'22" WEST, 383.31 FEET; THENCE SOUTH 47°46'43" EAST, 443.06 FEET; THENCE SOUTH 41°19'29" WEST, 549.74 FEET; THENCE SOUTH 08°28'21" EAST, 118.75 FEET; THENCE SOUTH 84°18'37" EAST, 210.51 FEET; THENCE NORTH 61°26'51" EAST, 376.13 FEET; THENCE NORTH 54°47'24" EAST, 473.74 FEET; THENCE NORTH 67°01'28" EAST, 206.91 FEET; THENCE NORTH 53°24'41" EAST, 337.82 FEET; THENCE NORTH 39°57'02" EAST, 100.67 FEET; THENCE NORTH 00°50'00" WEST, 165.81 FEET; THENCE NORTH 62°46'09" EAST, 590.88 FEET; THENCE NORTH 42°31'39" EAST, 193.54 FEET; THENCE NORTH 59°11'15" EAST, 285.52 FEET; THENCE SOUTH 86°39'53" EAST, 224.90 FEET; THENCE NORTH 58°01'55" EAST, 492.93 FEET; THENCE NORTH 82°01'01" EAST, 296.22 FEET; THENCE NORTH 42°52'53" EAST, 289.88 FEET; THENCE NORTH 59°39'49" EAST, 123.83 FEET; THENCE NORTH 00°37'00" EAST, 163.19 FEET; THENCE SOUTH 88°24'23" EAST, 444.08 FEET; THENCE NORTH 68°55'27" EAST, 257.37 FEET TO THE POINT OF BEGINNING. ALSO BEING SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD IF ANY.



SURVEY DESCRIPTION FOR EASEMENT BETWEEN PCL #1 & PCL #12

HAVING AND GRANTING RIGHTS FOR INGRESS AND EGRESS AND INSTALLATION, OPERATION, AND MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND PUBLIC UTILITY FACILITIES, WHICH EASEMENT INCLUDES THE RIGHT TO TRIM, CUT DOWN, REMOVE, OR OTHERWISE CONTROL ANY TREES AND BRUSH NOW OR HEREAFTER GROWING WITHIN SAID EASEMENT. COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE NORTH 88°46'09" WEST ALONG THE LINE COMMON TO SAID SECTIONS 28 AND 33, 2646.54 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 28 AND 33; THENCE CONTINUING NORTH 88°46'09" WEST ALONG SAID LINE, 506.40 FEET; THENCE DUE SOUTH, 1090.32 FEET; THENCE SOUTH 36°12'50" WEST ALONG THE CENTERLINE OF A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, 132.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 36°12'50" WEST, ALONG SAID EASEMENT CENTERLINE 83.73 FEET; THENCE SOUTH 88°14'01" WEST, 2036.61 FEET; THENCE NORTH 00°59'22" EAST ALONG THE LINE COMMON TO SAID SECTION 33 AND SECTION 32, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN, 66.08 FEET; THENCE NORTH 88°14'01" EAST, 2084.96 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED EASEMENT BEING THE SOUTHERLY 33 FEET OF PARCEL # 1, AND THE NORTH 33 FEET OF PARCEL # 12 OF SURVEY BY NORTHEAST LAND SURVEYS JOB # B050015-332309, AND CONTAINS 3.12 ACRES OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD IF ANY.



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BONITA M. COYLE REG. OF DEEDS IOSCO CO. MI



LIBER 1029 PAGE 586

L1029 Pgs. 584-588

GRANT OF EASEMENT

This conveyance is made on July 13, 2011, between GEORGE F. RIETH, JR., and LAURA J. RIETH, husband and wife, of 1008 N. Tawas Lake Road, East Tawas, MI 48730 ("Grantor"), and CHRISTOPHER M. DUBEY and YVETTE R. DUBEY, husband and wife, of 40301 Mount Vernon Drive, Sterling Heights, MI 48313-5341 ("Grantee"), upon the following terms and conditions.

1. Purpose. Grantor and Grantee own adjacent parcels of land. Grantee desires to obtain an Easement (the "Easement") from Grantor across a certain portion of Grantor's land which will burden Grantor's parcel for the benefit of Grantee's adjacent parcel. The purpose of this easement is to provide Grantee additional roadway for ingress to and egress from the hereinafter described Benefitted Property and for the installation and maintenance of utilities.
2. Burdened Property. Grantor is the owner of the Burdened Property which property is situated in AuSable Township, Iosco County, Michigan, and described more fully as Parcel #9 as set forth in Liber 865, pages 282 and 283, Iosco County Register of Deeds.
3. Benefitted Property. Grantee is the owner of the Benefitted Property which property adjoins the Burdened Premises, and is situated in AuSable Township, Iosco County, Michigan, and described more fully as Parcel #3 as set forth in Liber 865, pages 270 and 271, Iosco County Register of Deeds.
4. Consideration. In consideration of the grant of this right-of-way, Grantee hereby pays to Grantor the sum ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged.
5. Description of Easement. Grantor grants to Grantee an Easement for a roadway over the Burdened Premises, for ingress and egress and for installation of utilities, which Easement is described as follows:

Commencing at the corner common to Sections 27, 28, 33 and 34, Town 23 North, Range 9 East, AuSable Township, Iosco County, Michigan, and the Northwest corner of the Plat of AuSable Point Beach No. 1, a subdivision of part of Government Lots 1 and 2 of said Section 34; thence North 88deg. 46' 09" West along the line common to said sections 28 and 33, 1665.07 feet; thence due south 1175.87 feet; thence south 62deg. 46' 09" West along the centerline of a 66 foot wide easement for ingress-egress and installation and maintenance of public utilities, 355.86 feet to the point of beginning; thence North 89 deg. 10' 18" West, along the Southerly line of Parcel No. 3, 197.55 feet; thence South 00deg. 50' 00" East 103.74 feet; thence North 62deg. 46' 09" East along said centerline 220.45 feet to the Point of Beginning. The above described parcel being a part of parcel No. 9 and containing 0.24 acres of land, more or less.

6. Condition and Maintenance. Grantee shall be solely responsible for maintaining the roadway and shall not allow it to become unsightly, hazardous or a nuisance. Any ruts shall be promptly filled,

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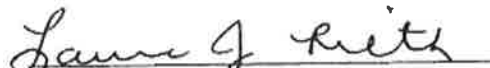
and Grantee may cover the roadway with gravel but may not pave the same without written permission from Grantor or her successors or assigns. The roadway shall be for use by Grantee, its successors and assigns, and family members and guests thereof, for ingress and egress relative to the Benefitted Property for residential and recreational purposes. Any additional use shall only be by written agreement from Grantor or Grantor's successors.

7. Indemnification of Grantor. Grantee agrees that it shall indemnify Grantor, its successors and assigns from liability with respect to personal injury or property damage incurred by Grantee, its family members or by invitees or licensees of Grantee, during usage of the described Right of Way.
8. Interest in Realty. The right-of-way is to be an easement over the Burdened Premises for the use and benefit of the Benefitted Premises and is to be an appurtenance to the Benefitted Premises and run with the land.
9. Warranty. Grantor warrants that it has good and marketable title to the right-of-way.
10. The covenants contained herein shall be binding on the heirs, successors and assigns of the parties hereto.
11. This instrument is exempt from County Transfer Tax by virtue of MCLA 207.505(a) and exempt from State Transfer Tax by virtue of MCLA 207.526(a).

SIGNED the date first set forth above.


GRANTOR


George F. Rieth, Jr.


Laura J. Rieth

STATE OF MICHIGAN)
IOSCO COUNTY) ss.

The foregoing instrument was acknowledged before me on July 13, 2011, by George F. Rieth, Jr., and Laura J. Rieth, husband and wife.

} 
Jerry L. Schmidt, Notary Public
State of Michigan, County of Iosco
My commission expires February 12, 2017
Acting in the County of Iosco



LIBER 1029

PAGE 588

GRANTEE

Christopher M. Dubey
Christopher M. Dubey

Yvette R. Dubey
Yvette R. Dubey

STATE OF MICHIGAN)
Macomb COUNTY) ss.

The foregoing instrument was acknowledged before me on 8th day of August 2011, by Christopher M. Dubey and Yvette R. Dubey, husband and wife.

Karen M. Laube
Notary public

State of Michigan, County of _____

My commission expires: _____

Acting in the County of _____



KAREN M. LAUBE
NOTARY PUBLIC, MICHIGAN
MACOMB COUNTY
MY COMMISSION EXPIRES DEC. 8, 2017

Drafted by and when recorded to be returned to:

Schmidt & Palumbo, PLC
By: Jerry L. Schmidt, Attorney at Law
1864 N. US-23, East Tawas, MI 48730
(989)362-6189