

## EASEMENT

This Indenture made this 29th day of June, 1960 by and between  
Walter Bollenbacher and Edith Bollenbacher, husband and wife,  
 first parties; and Ralph Barnes and Bernice E. Barnes husband and wife,  
 second parties.

WITNESSETH: -

The first parties for ONE DOLLAR (\$1.00) and other valuable considerations  
 do hereby give and grant unto the second parties an Easement to lay tile  
 Beginning at a point approximately 4 rods South  
 along a route described as: of the North One-quarter post, of Sec. 6, T.12N.,  
 R.2W.; then in a Northwesterly direction to County Drain, Salt #2 for the  
 outlet of the tile.

The first parties do hereby grant to the second parties an Easement to  
 lay said tile at a point which shall be beneath plow point and they further  
 grant to the second parties a right to ingress and egress for the purpose of  
 placing said tile beneath the ground and as well as replacing the same and  
 repairing it at such times as may be deemed necessary and proper by the  
 second parties, together with the right to move such equipment onto the said  
 premises as may be reasonable necessary to repair or replace the said tile  
 from time to time.

The second parties do hereby agree to repay the first parties for any  
 damages caused to crops by the original installation of said tile or by the  
 replacement or the repair of the same at any time in the future.

This Easement shall be deemed to be binding upon each of the parties  
 hereto and their respective heirs, estates and assigns and the same shall  
 be a permanent Easement over the premises across which it runs and shall  
 be deemed to run with the land.

Witnesses:

Genevieve Henderson  
 Genevieve Henderson  
Betty Weaver  
 Betty Weaver

Walter Bollenbacher  
 Walter Bollenbacher  
Edith Bollenbacher  
 Edith Bollenbacher First Parties  
Ralph Barnes  
 Ralph Barnes  
Bernice E. Barnes  
 Bernice E. Barnes Second Parties

State of Michigan)  
 County of Gratiot) SS:

On this 29th day of June, 1960 before me appeared Walter Bollenbacher,  
Edith Bollenbacher and Ralph Barnes, Bernice E. Barnes

who did each under oath swear that the foregoing constituted their free  
 act and deed.

Recorded June 29, 1960  
 at 11:30 o'clock A. M.  
 Liber 328 of Deeds Page 428  
Melba Lebow Secretary  
 Gratiot County Register of Deeds

Dolores Lombard  
 Dolores Lombard  
 Notary Public, Gratiot County Mich.  
 My commission expires January 17, 1961



## RELEASE OF RIGHT OF WAY

For and in consideration of prospective benefits to be derived by reason of the relocating for  
widening the road

.....and maintaining  
of a certain Drain under the supervision of the'..... County Drain Commissioner  
of the County of Gratiot.....and State of Michigan, as hereinafter described,

<sup>1</sup> We, Ralph Barnes and Bernice E. Barnes, Husband and Wife

of St. Louis, Michigan

do.....hereby convey and release to the County of Gratiot.....and the  
No. 251 Behler.....drainage district,  
the Right of Way for a certain Drain, hereinafter more particularly designated and described, over and across  
the following lands owned by us (us), and situated in the Township  
Bethany Gratiot County and State aforesaid, which lands owned are described as:<sup>2</sup>

W $\frac{1}{2}$  of NE $\frac{1}{4}$  of Sec 6, T12N, R2W, Bethany Twp.

*/The Right of Way hereby conveyed and released is for the sole and only purpose of*

*Richard H. Hester*  
REGISTER OF DEEDS

1978 APR 21 AM 9 50

STATE OF MICHIGAN  
COUNTY OF GRATIOT  
RECEIVED FOR RECORD

The Right of Way hereby conveyed and released is for the sole and only purpose of.....  
.....constructing and maintaining.....  
.....over and across said premises a certain Drain, Relocation of Drain Road Construction Request  
February 1, 1978.....  
.....By

.....and the necessity for which has been determined by the said  
County Drain Commissioner.....

the route and course of said Drain is described as follows, to-wit: A strip of land on each side of  
the centerline of the drain desc as com at a pt 1223 ft E of N $\frac{1}{4}$  cor. Sec 6 T12N,  
R2W. Bethany Twp. th S 39 ft., W 402 ft. to a pt 821 ft E and 39 ft S of said N $\frac{1}{4}$   
cor Sec 6.

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of said Drain as shown in the survey thereof, to which survey reference is hereby made for a more particular description, and includes a release of all claims to damages in any way arising from or incident to the opening and maintaining of said Drain across said premises; and also sufficient ground on either side of the center line of said Drain, for the construction thereof; and shall be deemed a sufficient conveyance to vest in the Drainage District an easement in said lands for the uses and purposes of drainage together with such rights of entry upon, passage over, deposit of excavated earth and storage of material and equipment on such lands, as may be necessary or useful for the construction, maintenance, cleaning out and repair of such drain.

Witness, their hands and seals, dated April 7, 1978

## WITNESSES:

*A. C. Davis*  
A. C. Davis

*Wallace Wymer*  
Wallace Wymer

*Ralph Barnes*  
Ralph Barnes

*Bernice E. Barnes*  
Bernice E. Barnes

STATE OF MICHIGAN } ss.  
COUNTY OF GRATIOT }

On April 7, 1978, before me,

a Notary Public in and for  
said County, personally appeared Ralph Barnes & Bernice E. Barnes

to me known to be the persons described in and who executed the foregoing instrument, and  
who acknowledged that they executed the same as their free act and deed.

## Prepared by:

Julie Luneack  
Breckenridge, MI

*Agnes I. Bartshe*  
Agnes I. Bartshe

Notary Public, Gratiot County, Michigan

My commission expires: July 22, 1981

## NOTE.

1. In space indicated by figure 1, insert "County Drain Commissioner" or "Drainage Board" as case may require.
  2. In space indicated by figure 2, insert "I" or "We" as the case may be, to be followed by the name or names and residence.
  3. Give description of land traversed by Drain.
  4. Give the Drain as surveyed.
  5. In space indicated by figure 5, insert "Notary Public" or "the subscriber" etc., as case may require.
  6. In space indicated by figure 6, insert "who" or "severally".
- The acknowledgement may be taken by the Drain Commissioner or a Notary Public. Every release should be entered by the Commissioner in his book of record.  
Wife must sign release if she has an interest in the land other than her inchoate right of dower.

D-6

RELEASE OF RIGHT  
OF WAY

IN THE MATTER OF

TO

Received for Record, this

day of 19

426 DOUBLEDAY BROS. & CO.

500 Drain Office



STATE OF MICHIGAN - GRATIOT COUNTY  
RECEIVED  
03/28/2022 11:50:27 AM  
MARY MERCHANT - REGISTER OF DEEDS

OR Liber 01100 Page 00745 - 00746  
Filed for Record in GRATIOT COUNTY  
MARCH 28, 2022 01:57:28 PM  
MARY MERCHANT, REGISTER OF DEEDS  
LEASE  
\$30.00  
Rec # 79666

### NOTICE OF LEASE

This document is recorded to give notice that on 3-23-22, 2022, B & B Farms, a Michigan Co-Partnership, of 4708 Ball Road, St. Louis, MI 48880, ("Lessee") has entered into a lease with Michael D. Warne, of 596 E. North County Line Road, St. Louis, MI 48880, ("Lessor") to lease the real property described and shown on the attached Exhibit "A".

LESSEE: B & B Farms, a Michigan  
Co-Partnership

Timothy D. Bissell  
By: Timothy D. Bissell  
Its: Partner

Lee A. Burk  
By: Lee A. Burk  
Its: Partner

STATE OF MICHIGAN )  
 )ss.  
Isabella COUNTY )

The foregoing instrument was acknowledged before me this March 23rd, 2022 by Timothy D. Bissell and Lee A. Burk, Partners of B & B Farms, a Michigan Co-Partnership, Lessee

Sarah L. Bliven  
By: Sarah L. Bliven  
Notary Public, State of MI, County of Isabella  
My commission expires on: 9/16/2025  
Acting in the County of: Isabella

Drafted by and when recorded return to:  
**TRENT C. HILDING, PLC**  
By: Trent C. Hilding, Esq., Attorney at Law  
4070 N. Crystal Road, Vestaburg, MI 48891  
Phone: (989) 427-3436 Fax: (989) 427-3438  
Email: [Trent@HildingAgLaw.com](mailto:Trent@HildingAgLaw.com)

SARAH L. BLIVEN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF ISABELLA  
My Commission Expires Sept. 16, 2025  
Acting in the County of Isabella

**EXHIBIT "A"**

The following described premises situated in the TOWNSHIP of BETHANY, COUNTY of GRATIOT, and STATE of MICHIGAN:

**W 1/2 OF NE 1/4 FRL SEC 6-12-2. 82.75 A. BETHANY TWP., GRATIOT COUNTY.**

**PP#: 02-006-002-00**



LIBER 941

PAGE 921

RECEIVED  
REGISTER OF DEEDS  
GRATIOT COUNTY, MI



STATE OF MICHIGAN - GRATIOT COUNTY  
RECORDED  
05/21/2013 1:30:38 PM  
MARY MERCHANT - REGISTER OF DEEDS

2013 MAY 21 A 9 02

RECEIPT # 2231, STATION 1  
\$17.00 FARM LAND DEVELOPME

## STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 5th day of April AD, 2013, by and between Evelyn M. Darby hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Gratiot, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: The W 1/2 of the NE 1/4 of Section 6, T12N R2W, Bethany Township, Gratiot County, Michigan.

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 804, Pages 1040 & 1041 in the Gratiot County Register of Deeds Office on April 18, 2006.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and  
WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and

WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).

NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:

1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
  2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 3611(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
  3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
  4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
  5. Public access is not permitted on the land unless agreed to by the owner.
  6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Bethany Township Board.
  7. The term of this Agreement shall be for forty-one (41) years, commencing on the 1<sup>st</sup> day of January, 1980, and ending on the 31<sup>st</sup> day of December, 2020.
  8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
  9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
  10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.
- IN WITNESS THEREOF, the party(ies) have executed this Agreement as of the date above written.

(X) Evelyn M. Darby  
Evelyn M Darby

(X) \_\_\_\_\_

(X) \_\_\_\_\_

(X) \_\_\_\_\_

5080 N Seymour Rd  
Flushing MI 48433

29-14869-123120 80EXTENSION

lls



Prepared by and Return to:  
James A. Johnson, Director  
ENVIRONMENTAL STEWARDSHIP DIVISION  
MICHIGAN DEPARTMENT OF AGRICULTURE  
AND RURAL DEVELOPMENT  
PO BOX 30449  
LANSING MI 48909-7949

STATE OF MICHIGAN )

COUNTY OF Genesee ) ss.

On this 5th day of April AD 2013, before me, a Notary Public, personally appeared Evelyn M. Darby to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

Genesee County  
My Commission Expires Jul 3, 2017  
Acting in the County of Genesee

(x) Maggie E. Miller  
Maggie E. Miller Notary Public

My Commission Expires: 7/3/2017

Genesee County, MI acting in Genesee County, MI

STATE OF MICHIGAN )

COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ AD \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ County, MI acting in \_\_\_\_\_ County, MI

STATE OF MICHIGAN )

COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ AD \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ County, MI acting in \_\_\_\_\_ County, MI

## SPACE BELOW FOR DEPARTMENT USE ONLY

State of Michigan  
Department of Agriculture and Rural Development

By: Richard A. Harlow  
Richard A. Harlow, Program Manager  
Farmland & Open Space Preservation Program  
Environmental Stewardship Division

STATE OF MICHIGAN )

COUNTY OF INGHAM ) ss.

On this 1 day of May AD 2013, before me, a Notary Public in and for said County personally appeared Richard A. Harlow, Program Manager, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

Katharine McGarry  
Katharine McGarry, Notary Public  
Eaton County acting in Ingham County, Michigan  
My Commission Expires: January 28, 2019