



QUIT-CLAIM DEED

This INDENTURE, made the 25th day of June, 2015.

WITNESSETH, that GARY L. SPOHR AND ELVA L. SPOHR, husband and wife, GALE B. SPOHR AND JACQUELINE M. SPOHR, husband and wife, and CHERILYN G. WAGGONER, whose address is 2373 E. Clearview Dr., Adrian, MI 49221, parties of the first part, for the sum of ONE DOLLAR (\$1.00) to them duly paid by HIGH COUNTRY FARM, LLC, whose address is 2373 E. Clearview Dr., Adrian, MI 49221, party of the second part, do convey and quit-claim to said party of the second part, the following premises situated in the Township of Raisin, County of Lenawee, and State of Michigan, to-wit:

SEE ATTACHED EXHIBIT A

The Grantor also grants to the Grantee the right to make all possible divisions 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 farm land 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.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal.

Signed and Sealed in the presence of:

Gary L. Spohr
Gary L. Spohr

Elva L. Spohr
Elva L. Spohr

Gale B. Spohr
Gale B. Spohr

Jacqueline M. Spohr
Jacqueline M. Spohr

Cherilyn A. Waggoner
Cherilyn G. Waggoner

2300 ✓ emv



STATE OF INDIANA)
)SS
COUNTY OF Hamilton)

On this 16th day of June, 2015, before me, a Notary Public in and for said County, personally appeared Gary L. Spohr and Elva L. Spohr, husband and wife, to me known to be the same persons described in and who executed the within instrument, and who acknowledged the same to be their free act and deed.



[Signature], Notary Public
Hamilton County, IN
Acting in Hamilton County, IN
My Commission Expires: 1-3-2021

STATE OF MICHIGAN)
)SS
COUNTY OF Leawee)


On this 25th day of JUNE, 2015, before me, a Notary Public in and for said County, personally appeared Gale B. Spohr and Jacqueline M. Spohr, husband and wife, to me known to be the same persons described in and who executed the within instrument, and who acknowledged the same to be their free act and deed.

[Signature], Notary Public
Leawee County, MI
Acting in Leawee County, MI
My Commission Expires: 3/18/2017

STATE OF MICHIGAN)
)SS
COUNTY OF Leawee)

On this 25th day of JUNE, 2015, before me, a Notary Public in and for said County, personally appeared Cheryl G. Waggoner, to me known to be the

same person described in and who executed the within instrument, and who acknowledged the same to be her free act and deed.



Frank C. Riley, Notary Public
Lenawee County, MI
Acting in Lenawee County, MI
My Commission Expires: 3/18/2017


LIBER 2509 PAGE 0695 3 of 4

✓ PREPARED BY:
Frank C. Riley
Riley & Riley
Attorneys at Law, PLC
107 W. Jefferson St.
PO Box 50
Blissfield, MI 49228
(517)486-4353

LEGAL DESCRIPTION
EXHIBIT "A"

Land in the Township of Raisin, County of Lenawee, State of Michigan, described as follows:

Lots 1, 2, 3 and 4, High Country Estates, according to the recorded plat thereof, as recorded in Liber 26 of Plats, Pages 5 and 6, Lenawee County Records;

ALSO all that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning on the centerline of Kopke Road 288.38 feet South 00° 15' 45" East along the West line of said Section 22 and 289.90 feet North 86° 35' 24" East and 391.40 feet North 82° 45' 12" East from the West 1/4 corner of said Section 22; thence continuing along the said centerline of Kopke Road North 82° 45' 12" East 295.62 feet and North 82° 15' 13" East 765.61 feet; thence leaving the said centerline of Kopke Road South 00° 00' 59" West 697.12 feet; thence South 89° 55' 22" East 904.93 feet to the East line of the Southwest 1/4 of said Section 22; thence South 00° 00' 59" West 1700.92 feet along the said East line of the Southwest 1/4 of said Section 22; thence North 89° 55' 55" West 469.21 feet; thence South 60° 59' 14" West 51.44 feet; thence South 00° 02' 35" East 173.00 feet to the South line of said Section 22; thence North 89° 55' 55" West 36.00 feet along the said South line of Section 22; thence North 00° 02' 35" West 198.00 feet; thence North 89° 55' 55" West 659.62 feet; thence South 00° 04' 05" West 198.00 feet to the South line of said Section 22; thence North 89° 55' 55" West 1434.67 feet along the South line of said Section 22 to the Southwest corner of said Section 22; thence North 00° 15' 45" East 802.04 feet along the West line of said Section 22; thence South 89° 44' 15" East 800.00 feet; thence North 00° 15' 45" East 1420.00 feet; thence North 89° 44' 15" West 123.04 feet; thence North 00° 21' 31" East 234.72 feet to the point of beginning;

EXCEPTING THEREFROM all that part of the Southeast 1/4 of Section 22, Town 6 South, Range 4 East, Raisin Township, Lenawee County, Michigan, described as beginning on the South line of Section 22 aforesaid 514.00 feet South 89° 43' 20" West from the South 1/4 corner of said Section 22; thence South 89° 43' 20" West 36.00 feet continuing along the said South Section line of Section 22; thence North 00° 18' 10" West 198.00 feet; thence South 89° 43' 20" West 659.91 feet; thence North 00° 16' 40" West 294.54 feet; thence North 87° 27' 31" East 800.04 feet; thence South 00° 18' 10" East 326.15 feet; thence South 89° 43' 20" West 59.00 feet; thence South 60° 39' 42" West 51.47 feet; thence South 0° 18' 10" East 173.00 feet to the point of beginning;

ALSO EXCEPTING THEREFROM all that part of the Southeast 1/4 of Section 22, Town 6 South, Range 4 East, Raisin Township, Lenawee County, Michigan, described as beginning on the East line of the Southwest 1/4 of Section 22 aforesaid, 198.00 feet North 00° 18' 16" West from the South 1/4 corner of said Section 22; thence South 89° 43' 20" West 409.99 feet; thence North 00° 18' 10" West 326.15 feet; thence North 87° 27' 31" East 410.30 feet to the said East line of the Southwest 1/4 of Section 22; thence South 00° 18' 16" East 342.35 feet along the said East line of the Southwest 1/4 of Section 22 to the point of beginning;

REC'D JUN 6 2007

Lenawee Co., MI ROD
Victoria J. Daniels
OFFICIAL SEAL



L-2346 P-936



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Page: 1 of 9
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L-2346 P-936

Register of Deeds, Lenawee Co REST 38.00

BUILDING AND USE RESTRICTIONS
HIGH COUNTRY ESTATES

DESCRIBED as that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning on the west line of Section 22, aforesaid 288.38 feet S 01° 16' 17" E from the West 1/4 corner of said Section 22; thence N 85° 03' 18" E 289.88 feet; thence N 81° 13' 06" E 129.12 feet; thence S 01° 10' 31" E 191.20 feet; thence along the arc of a 325.00 foot radius curve right 59.60 feet (chord bearing, distance and central angle being S 04° 04' 30" W 59.52 feet, 10° 30' 28"); thence S 88° 43' 43" W 211.43 feet; thence S 01° 16' 17" E 770.00 feet; thence S 88° 43' 43" W 200.00 feet to the west line of said Section 22; thence N 01° 16' 17" W 985.00 feet to the point of beginning. Containing 5.73 acres.

WHEREAS, it is the purpose and intention of this Restrictions that all of the property subject to this agreement shall be conveyed by the Developer subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said property, and to ensure the purchasers of lots therein used on the property for attractive residential purposes, and to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood;

IT IS HEREBY DECLARED THAT the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Developer, and the Grantees of all individual lots on said property, for the time limited in this instrument:

The goal of the Developer is to limit construction to traditional homes, however, contemporary interpretations of traditional homes will be encouraged. **Modular and manufactured homes are prohibited.**

Section 1
Residential Use

No residence on the property shall be used for other than single-family residential purposes as defined by the Township or Raisin Zoning Ordinance, all dwellings shall be designed and used only for purposes consistent with single-family residential use. Use of lots shall also be restricted in the following manner:

(1)

38⁰⁰ Associated Engineers 237 N. Main St., Adrian 49221



(a) **Building Size and Height:** No building or structure shall exceed two stories in height. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external wall:

- (1) One Story / Ranch: 1,600 square feet
- (2) 1 ½ Story: 2,200 square feet
- (3) Two Story: 2,200 square feet

Garages, porches and breezeways shall not be included in computing minimum size requirements. No part of a single story or ranch structure that is below ground level shall be included in computing minimum size requirements. No part of any other structure that is more than one-half below ground level shall be included I computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Raisin Township Building Department, or other appropriate governmental agency. Residential one family homes must meet R-1 Raisin Township standards. All unused building materials and temporary construction shall be removed from the premises within sixty (60) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permits.

(b) **Roof Pitch and Ridge Lines:** Minimum of a 6/12 roof pitch on the main ridge. The main ridge is the highest and/or longest ridge lines of the house. There must be a minimum of 3 ridge lines on the front elevation.

(c) **Roof shingles:** All shingles must be "Dimensional" shingles. All shingles must carry a minimum of a 25 year warranty.

(d) **Exterior walls and trim:** The exterior walls of the dwellings shall be finished with one or more of the following: Brick, Premium Vinyl Siding, Stone, Cultured Stone, Wood, Cement Board or Composite Siding. (No T-111 board unless used as an accent with one of the other finishes stated above.)

Note: Front porches or entry stoops may be used in combination with Premium Vinyl Siding in lieu of other finishes if approved by the developer.

(e) **Garages:** Each residence shall have a minimum two-car garage.

(f) **Temporary Structures:** No old or used structure, of any kind, shall be placed upon any unit as a temporary structure. No temporary structure of any character such as a tent, camper, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.



(g) **Accessory Building:** All accessory building shall be of standard construction or pole barn types. Buildings shall be a minimum size of 12' x 15' x 8' with minimum overhang of 1 foot. Buildings shall have a maximum size 30' x 45' x 12' with minimum overhang of 1 foot. Such structures shall be architecturally compatible with and shall be the same color as the main residence. Cement floor must be poured within 3 years of occupancy.

(h) **Driveways:** All lots must have a hard surface driveway at least 16' wide, with a 20' culvert, within 2 years of occupancy.

(i) **Fences:** No fences shall be built between the street and the front of the house, and fences elsewhere shall not exceed five feet in height except around tennis courts. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding chain link fence, cyclone fencing, snow fencing and plywood.

(j) **Water wells and septic systems:** All water wells and septic systems shall be the responsibility of the new owner, and must be approved by the Lenawee County Health Department. All septic tanks serving units in the project shall be pumped out at least every five (5) years by their respective owners.

(k) **Exterior Lighting:** Individual exterior yard lights shall be prohibited in the front yards of residences except as approved by Developer, unless less than three (3) feet in height.

(l) **Basements:** Basements are required for all homes. All basements and below ground foundations shall utilize poured ready-mix concrete construction, cement block or permanent wood foundations to Boca code.

(m) **Vacant Lots:** Owners of vacant lots must keep their grass and the easement between their lots and the street at a maximum of 12 inches.

Section 2 **Architectural Control**

(a) No dwelling, structure or other improvement shall be constructed on a lot within the property, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless plans and specifications therefore containing such detail as the Developer (or the owners) may reasonably request have first been approved by the Developer or a majority of the lot owners in the Development with one vote per lot.

The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include wood, brick, vinyl and

stone) and exterior colors shall blend in with existing residences and the natural surroundings (stains or paints will be encouraged which accent interesting features of residences), the site upon which it is proposed to be construction, the location of the dwelling within each unit, and the degree of harmony thereof with the Subdivision as a whole. No doublewides or modular residences will be permitted. The purpose of this Section is to assure the continued maintenance of the property as a beautiful and harmonious residential development, and shall be binding upon both the Developer and all lot owners.

(b) An owner proposing construction of his lot must review one complete set of house plans with the Developer or the owners. Plans must include (1) all exterior elevations specifying exterior construction materials, (2) floor plans, (3) foundation plan and (4) site development plan. House plans must have Developer approval before construction may begin. Such approval will be given or denied within one week of date plans are submitted to Developer. Once plans are approved, any changes that significantly alter the exterior of the house or the site as originally proposed, or conflict with any clause contained in these Restrictions must be approved by the Developer. (Also see Section 9.)

(c) Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority.

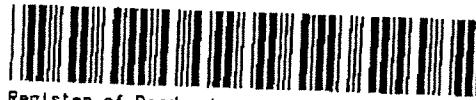
Section 3 **Vehicles**

No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the premises, unless parked in the garage with the door closed, or within the fencing guidelines, out of sight.

No inoperative vehicles of any type may be brought or stored upon the premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the property except while making deliveries or pickups in the normal course of business. Use of motorized vehicles anywhere on the premises, other than passenger cars and snowmobiles, authorized maintenance vehicles and commercial vehicles as provided in this Section 3, is absolutely prohibited. Motorcycles may be used for access to and from residences.

Section 4 **Advertising**

No signs or other advertising devised larger than 12" x 15" shall be displayed which are visible from the exterior of a unit or on the common elements, excluding the "For Sale" signs, and non-permanent garage or yard sale signs.



Section 5 **Activities**

No noxious, unlawful acts or offensive activity shall be carried on any lot or upon the common areas, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the property. No unreasonable noisy activity shall occur on any lot at any time.

Section 6 **Pets**

Subject to the provisions of this Section, owners shall be entitled to keep pets of a domestic nature within their units. No agricultural (or animals of like kind) shall be allowed. No pets or animal may be kept or bred for any commercial purposes. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. Each owner shall be responsible for collection and disposition of all fecal matter disposed by a pet maintained by such owner. No dog which barks and can be heard on any frequent or continuing bases shall be kept. No home shall have more than two (2) cats or more than two (2) dogs.

Section 7 **Landscaping**

No owner shall construct, or cause to be constructed, any fence of any nature upon his lot without the prior written approval of the Developer. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials within five (5) feet of the exterior boundary line of his lot. Basic landscaping, including finish grading, seeding or sodding, must be completed within one (1) year after date of occupancy. The owner of each unit shall develop a landscape treatment which will tend to enhance, compliment and harmonize with adjacent property. New planting shall compliment and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his lot, including the mowing of grass, removal of weeds, and proper trimming of bushes and trees. If the Developer shall receive complaints from other owners regarding lack of maintenance of the grounds of a lot, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the lot performed as the Developer shall determine as being reasonable, and the charge therefore shall become a lien upon the lot.

Section 8 **Reserved Rights of Developer**

Enforcement by Restrictions: The Property shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the owners and all persons interested in the property. The lot owners shall have the right to enforce these restrictions.



Section 9
Violations

In addition to other remedies set forth herein, violations of any restrictions or condition or breach of any covenant or agreement herein contained shall give the lot owner or owners, in addition to all remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provision hereof, and the lot owner or owners shall not hereby be deemed guilty of any manner of trespass for such entry abatement or removal.

Section 10
Term of Restrictions and Amendment

All the provisions, restrictions, conditions, covenants, agreements and charges herein contained in Sections 1 thru 9 shall continue in force until January 1, 2027 and shall automatically be continued thereafter for successive periods of ten (10) years each, provided, however, that within 120 days from the beginning of each ten (10) year continuation period, the owners of the fee of two-thirds (2/3) or more of the lots may release all or part of said lots from all or any portion of these restrictions, or otherwise amend these restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and recording the same in the office of the Register of Deed for Lenawee County.

Section 11
Severability

Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way affect any of the remaining provisions hereof, and the same shall continue in full force and effect.

Section 12
Health Department Restrictions

The Restrictions listed as items 1 thru 8 as follows shall continue in perpetuity from the date these restrictions are recorded in the office of the Register of Deeds for Lenawee County, Michigan, excluded from any time limitations set forth in the declaration, and may not be amended.

- (1) Development shall be limited to construction of single-family homes.
- (2) Each home shall be served by an onsite sewage disposal system, located on the home owners property.
- (3) Each home shall be served by an individual well water supply located on the home owners property.



- (4) Each lot utilizing an individual onsite sewage disposal system and/or well water supply is subject to review by the Lenawee County Health Department. Each property owner shall demonstrate compliance with Lenawee County Health Department requirements before construction permit(s) are issued. Permits for construction of well and/or onsite sewage disposal systems shall be obtained from the Lenawee County Health Department prior to securing a building permit.
- (5) Lot 2 and lot 3 will require excavation to soils at four to five feet below grade and backfill with 2NS sand to an elevation 18 to 21 inches above parent (existing) grade. This would elevate the final cover of the drainfield area 38 to 43 inches above the parent grade.
- (6) Wells shall:
 - (a) be finished below a depth of 58';
 - (b) penetrate a impervious clay layer of 10' feet thick; and
 - (c) be isolated 50' or more from onsite sewage disposal system.
- (7) If a well drilling contractor drills below 250' without obtaining adequate quantities of water and the depth is verified by the Lenawee County Health Department, the department may approve other specifications meeting criteria established by the Michigan Department of Environmental Quality for well in Michigan Subdivisions.
- (8) Health Department restrictions shall run with the land and shall be binding upon all owners.

In addition to the eight (8) listed restrictions, due to the level of hardness of water test samples taken test wells on this property, the following advisors are being listed:

Results of the partial chemical analyses of water from test wells in the Preliminary Plat of High Country Estates for water hardness measured as CaCo3 were between 177 and 255 mg/l. The Secondary Maximum Contaminate Level for hardness is 250 mg/l. A Secondary Maximum Contaminate Level is a suggested non-enforceable limit for parameters found in drinking water that may affect the aesthetic qualities and the public's acceptance of drinking water.

Water Hardness is primarily due to calcium and magnesium carbonates and bicarbonates, calcium, sulfate, calcium chloride, magnesium sulfate and magnesium chlorides. Generally water softer than 50 mg/l is corrosive, whereas water harder than 80mg/l leads to use of more soap. Excessive hardness leads to boiler scale deposits in pipes, heaters, boilers, reducing thermal efficiency and eventually plugging piping. Hardness may be treated by installation of a water softener.

Restrictions approved for Section 12 items 1 thru 8

Lenawee County Health Department
Environmental Health Department


Paul Nelson, Director

IN WITNESS WHEREOF, Lee W. Spohr, Trustee of the Lee W. Spohr Living Trust as
Recorded in Liber 2345, Page 680 has caused this instrument to be executed this
23 day of May 2007.

Lee W. Spohr
Lee W. Spohr, Trustee of
Lee W. Spohr Living Trust, Liber 2345, Page 680
4400 W. Holloway Road
Adrian, Michigan 49221

STATE OF MICHIGAN)
 ss.
COUNTY OF LENA WEE)

On this 23 day of May, 2007, before me, a Notary Public,
in and for said county, personally appeared Lee W. Spohr, Trustee of the Lee W. Spohr
Living Trust known to me to be the person who executed the foregoing instrument as his
free act and deed.


STEVEN A. YOUNG
Notary Public, State of Michigan
County of Lenawee
My Commission Expires Apr. 16, 2013
Acting in the County of LENAWEE

Steven A. Young
Steven A. Young, Notary Public
Lenawee County, Michigan
My Commission Expires: 4/16/2013

RCVD AM 11:54 NOV 19 '12 LENAWEE

RCVD PM 3:22 NOV 21 '12 LENAWEE



LIBER 2456 PAGE 0765 1 of 2

STATE OF MICHIGAN - LENAWEE COUNTY
RECORDED 11/26/2012 09:19:06 AM AG
Carolyn S. Bater REGISTER OF DEEDS \$17.00



HIGH COUNTRY ESTATES
AGREEMENT

This Agreement made and entered into this 14th day of November, A.D., 2011, by and between Stephen R. May, Lenawee County Drain Commissioner, 320 Springbrook Avenue, Adrian, MI 49221, and Lee W. Spohr, 4400 Holloway Road, Adrian, MI 49221.

Per our meeting on November 4, 2011 at the Drain Commissioner's office, it was agreed that the unused money from the \$13,000.00 deposited by Lee W. Spohr per the signed agreement dated April 4, 2007 would be refunded upon the following conditions:

Lee Spohr is to place a cover on the outlet structure.

Lots 1-4 of High Country Estates Plat being parcels: RA0-573-0010-00, RA0-573-0020-00, RA0-573-0030-00 and RA0-573-0040-00 will have building restrictions placed on them by Raisin Township.

No building will be allowed on these four parcels until the basin is brought up to current Drain Commissioner Stormwater standards, and the system established as a County Drain via a 433 Agreement.

The owner of Parcel RA0-573-0030-00 will be responsible for the maintenance of the Stormwater basin.

If this is agreeable, please sign the High Country Estates Agreement. Signatures on this document must be notarized.

1700 ✓ Dnter - office

Lee W. Spohr
Lee W. Spohr

STATE OF MICHIGAN)
)ss.
COUNTY OF LENAWEЕ)

On this 14th day of November, 2011, before me, a Notary Public in and for said County, personally appeared **Lee W. Spohr**, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Joyce C. Chase Notary Public
Joyce C. Chase
State of Michigan, County of Lenawee
My Commission Expires: June 1, 2012
Acting in the County of Lenawee

Stephen R. May
Stephen R. May
Lenawee County Drain Commissioner

STATE OF MICHIGAN)
)ss.
COUNTY OF LENAWEЕ)

On this 14th day of November, 2011, before me, a Notary Public in and for said County, personally appeared **Stephen R. May**, Lenawee County Drain Commissioner, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

David W. Mitchell Notary Public
David W. Mitchell
State of Michigan, County of Lenawee
My Commission Expires: February 11, 2017
Acting in the County of Lenawee

Drafted By:

David W. Mitchell
Office of the Lenawee Co. Drain
Commissioner
320 Springbrook Avenue, Suite 102
Adrian, MI 49221
(517) 264-4696

When Recorded Return To:

Office of the Lenawee Co. Drain
Commissioner
320 Springbrook Avenue, Suite 102
Adrian, MI 49221
(517)264-4696

OIL AND GAS LEASE

6-230

LIB# 1338 PAGE 428

(PAID UP)

THIS AGREEMENT made and entered into this 1 day of November, 19 94, by and between Lee W Spohr and Naomi R Spohr, Husband and Wife
4400 Holloway, Adrian, Michigan 49221

hereinafter called Lessor (whether one or more), and New Frontier Land Service, Box 246
Chippewa Lake, Michigan 49320, hereinafter called Lessee. WITNESSETH

1. Lessor, for and in consideration of \$ Ten & More, the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in exploring for, drilling for, producing, treating, storing, caring for, transporting and removing production from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, establish and utilize facilities for disposition of water, brine or other fluids, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities. Said land is in the County of Lenawee

State of Michigan, and is described as follows:

Raisin Twp. T6S-R4E, Section 22;

SW/4 EXC the S 198 ft of the E 1210 ft containing 5.5 acres, also EXC land com at a pt 550 ft W and 198 ft N from S 1/4 post of Sec 22 W 70 ft th N 305 ft th E 210 ft th S 305 ft th W 140 ft to POB. ALSO EXC that part of SW/4 lying N of Kopke Road.

Lessor and Lessee shall mutually agree on all drill sites, roadways and pipelines that may be constructed on the premises leased herein, consent shall not be unreasonably withheld.

containing 155 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above, that are owned or claimed by Lessor, or to which Lessor has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir. The term "gas" when used in this lease shall mean a mixture of hydrocarbons and of nonhydrocarbons in a gaseous state which may or may not be associated with oil, including those liquids resulting from condensation of gas after it leaves the underground reservoir.

2. It is agreed that this lease shall remain in force for a primary term of 5 (FIVE) years from this date, and as long thereafter as operations are conducted upon said land with no cessation for more than 90 consecutive days, provided, however, that in no event shall this lease terminate if production of oil and/or gas from a well located on said land, or on lands pooled therewith, has not permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

3. Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of the Lessor into bank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth of the oil produced and saved from said land, Lessor's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead, whether the point of sale is on or off said land; (b) To pay Lessor on gas produced from said land (1) when sold by Lessee, whether the point of sale is on or off said land, one-eighth of the net amount realized by Lessee, computed at the wellhead, or (2) when used by Lessee, for purposes other than those specified in Paragraph numbered 7 of this lease, the market value, at the wellhead, of one-eighth of said gas. Prior to payment of royalty, Lessor shall execute a Division Order setting forth his interest in production. Lessee may pay all taxes and privilege fees levied upon Lessor's royalty share of production of oil and gas, and deduct the amount so paid from any monies payable to Lessor hereunder.

4. If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land, or on lands pooled or communitized with all or part of said land, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. Lessee shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or recycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory. If all wells on said land, or on lands pooled or communitized with all or part of said land, are shut-in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut-in, Lessee shall be obligated to pay or tender, as royalty, to Lessor, or to Lessor's credit in the Direct to Lessor Bank, at above address

, or its successors, as Lessor's agent, which shall continue as the depository regardless of changes in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from a well or wells is sold or used off the premises before the end of any such period, or, if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in wells, Lessee shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, or said bank, within 60 days after expiration of the annual period shall be deemed sufficient payment as herein provided.

5. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee, setting out specifically in what respects Lessee has breached this contract. Lessee shall have 60 days from receipt of such notice to commence and thereafter pursue with reasonable diligence such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any acts by Lessee intended to satisfy any of the alleged obligations shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. No judicial action may be commenced by Lessor for forfeiture of this lease or for damages until after said 60 day period. Lessee shall be given a reasonable opportunity after judicial ascertainment to prevent forfeiture by discharging its express or implied obligations as established by the court. If this lease is canceled for any cause, it shall, nevertheless, remain in force and effect as to (a) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by Lessee in such shape as then existing spacing rules permit; and (b) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary or convenient for operations on the acreage so retained.

6. If this lease covers less than the entire undivided interest in the oil and gas in said land (whether Lessor's interest is herein specified or not), then the royalties as provided above shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessor's pipelines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn now on said land without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.

8. Lessee is hereby granted the right to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 160 acres; provided, however, such units may be established so as to contain not more than approximately 640 acres as to any or all of the following: (a) gas, (b) oil produced from formations below the top of the Glenwood Member of the Black River Group and (c) oil produced from wells classified as gas wells by the regulatory agency having jurisdiction. If larger units than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order for the drilling or operation of a well at a regular location or obtaining the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. Lessee may enlarge the unit to the maximum area permitted herein and reform said unit to include after-acquired leases within the unit area. Lessee may create, enlarge or reform the unit or units as above provided at any time, and from time to time, during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. In no event shall Lessee be required to drill more than one well in each unit. Lessee may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled acreage, or at any time after discovery subsequent to the cessation of production. Lessee may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

11th Industrial Ave & Oil Co.

9. In addition to the right to pool granted to the Lessee in Paragraph numbered 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, Lessee is granted the right to pool or utilize the shallow formations in said land, or any part of said land with other lands, to establish units containing not more than approximately 2,560 acres. The exercise of this right shall be effective only if Lessee drills or has drilled, no later than one (1) year after recording a written declaration of the unit, at least one well completed in a shallow formation for each 160 acres of the unit. "Shallow formations" are defined as geologic formations between the surface of the earth and the top of the Traverse Limestone Formation. The unit shall consist of any combination of governmental quarter-quarter sections, each of which must share at least one common side with another. All provisions of Paragraph numbered 8, including those regarding Lessee's identification of a unit, the effect of operations conducted hereon and the allocation of production from wells thereon, shall apply in the same manner to a unit formed pursuant to this paragraph for production from shallow formations, except to the extent inconsistent with this paragraph. Lessee may expand the unit to include additional lands until a maximum of 2,560 acres is included in the unit, provided that the required well density (one well for every 160 acres) is maintained, or is attained by the drilling of an additional well or wells within one (1) year after each such expansion.

10. All present and future rules, regulations, and orders of any governmental agency pertaining to well spacing, drilling or production units, use of material and equipment, or otherwise, shall be binding on the parties hereto with like effect as though incorporated herein at length, provided, however, that no such rule, regulation, or order shall (a) prevent Lessee from pooling oil and/or gas development units as provided in Paragraphs numbered 8 and 9 hereof, larger than the well spacing, drilling or production units prescribed or permitted by such rule, regulation or order or (b) require a greater density for shallow formation wells than required by Paragraph numbered 9 above.

11. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled.

12. If Lessee is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: Conflict with federal, state or local laws, rules, regulations and executive orders, acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee; equipment failures; inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 90 days after the end of the period of suspension.

13. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, devisees, legal representatives, successors or assigns. Notwithstanding any other actual or constructive knowledge of the record owner of this lease, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on the then record owner of this lease until 45 days after the record owner has received, by certified mail, written notice of such change, and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of record owner to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.

14. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee may at any time pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said land, either before or after maturity, and be subrogated to the rights of the holder thereof, and may reimburse itself by applying to such payments any royalty or other monies payable to Lessor hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

15. Lessee may at any time surrender this lease as to all or any part of said land, by delivering or mailing a release to Lessor if the lease is not recorded, or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said land, any shut-in royalties which may hereafter be payable hereunder shall be reduced proportionately.

16. All written notices permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by date, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

17. This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of XXXXXX years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor a bonus of \$ XXXXXXX per acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor in the same manner as provided in Paragraph numbered 4 hereof with regard to the payment of shut-in royalties. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire on the first to occur of the following events: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph numbered 2 above.

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Executed as of the day and year first above written

WITNESSES
X Roger R Hansen
Roger R Hansen

LESSOR
X Lee W Spohr
Lee W Spohr

TAXID NO
366-36-8698

X Tad Stuart
Tad Stuart

X Naomi R Spohr
Naomi R Spohr

1994 NOV 22 03 1994

STATE OF Michigan
COUNTY OF Lenawee) s.s. (Individual Acknowledgment)
The foregoing instrument was acknowledged before me this 1 day of November, 1994, by Lee W Spohr and Naomi R Spohr, Husband and Wife

My Commission Expires: 11/17/96
Notary in Mecosta County, Michigan
Roger R Hansen Notary Public

STATE OF _____) s.s. (Corporate Acknowledgment)
COUNTY OF _____)
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, the _____ a _____ corporation, on behalf of the corporation.
My Commission Expires: _____

Notary in _____ County, _____ Notary Public
Prepared by Roger R Hansen of Box 246, Chippewa Lake, MI 49320
Producers '88' Revised 1991 - MMBJ

**OIL AND GAS LEASE
(PAID UP)**

THIS AGREEMENT is made as of the 14th day of September 2010, by LEE W SPOHR, TRUSTEE OF THE LEE W SPOHR LIVING TRUST DATED 9-10-2002 AND LEE W SPOHR, SUCCESSOR TRUSTEE OF THE NAOMI R SPOHR LIVING TRUST DATED 9-10-2002 4400 HOLLOWAY RD, ADRIAN, MI, 49221 hereinafter called Lessor (whether one or more), and Savoy Energy, L.P., P.O. Box 1560, Traverse City, MI 49685-1560, hereinafter called Lessee.

1. Lessor, for and in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil and/or gas produced from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities. Said land is in the County of Lenawee, State of Michigan, and is described as follows:

TOWNSHIP 6 SOUTH, RANGE 4 EAST (Ralsin Township)

SECTION 22: LD BEG 514 FT W FROM S-1/4 POST SEC 22 RUNN TH W 36 FT TH N 198 FT TH W 70 FT TH N 305 FT TH E 210 FT TH S 305 FT TH W 59 FT TH S 60 DEG 39 MIN W 51.47 FT TH S 173 FT TO POB TAX ID RA0-122-3940-00 1.55 AC+-

SECTION 22: LD DES AS BEG ON CNTRLI OF KOPKE RD 288.38 FT S ALG W LI OF SEC 22 AND 289.90 FT N86 DEG 35 MIN 24 SEC E AND 391.40 FT N82 DEG 45 MIN 12 SEC E FROM W1/4 COR OF SEC 22 TH CONT ALG CNTRLI OF KOPKE RD N82 DEG 45 MIN 12 SEC E 295.62 FT AND N82 DEG 15 MIN 13 SEC E 765.61 FT TH LEAV SD CNTRLI OF KOPKE RD S 697.12 FT TH S89 DEG 55 MIN 22 SEC E 904.93 FT TO E LI OF SW1/4 SEC 22 TH S 1700.92 FT ALG E LI OF SW1/4 OF SW1/4 OF SEC TH W APPROX 410 FT TH N 305 FT TH W 210 FT TH S 305 FT TH W 590 FT TH S 198 FT TO S LI OF SEC TH N89 DEG 55 MIN 55 SEC W 1434.67 FT ALG TH S LI OF SEC 22 TO SW COR OF SD SEC TH N 802.04 FT ALG W LI OF SEC 22 TH S89 DEG 44 MIN 15 SEC E 800 FT TH N 1420 FT TH N89 DEG 44 MIN 15 SEC W 123.04 FT TH N 234.72 FT TO POB. TAX ID RA0-122-3700-00 103.84 AC+-

SECTION 22: LD DES AS BEG AT W1/4 COR OF SEC 22 TH S 288.38 FT ALG W LI OF SEC TH N86 DEG 35 MIN 24 SEC E 289.90 FT TH N82 DEG 45 MIN 12 SEC E 159.36 FT TH S 195.18 FT TH 129.73 FT ALG A 355 FT RAD CUR TO RIGHT HAV A CHD BEAR & DIST OF S10 DEG 49 MIN 41 SEC W 129.01 FT TH 128.49 FT ALG A 350 FT RAD CUR TO LEFT HAV A CHD BEAR & DIST OF S10 DEG 46 MIN 48 SEC W 127.77 FT TH S 976.76 FT TO A FUR POB TH S89 DEG 44 MIN 15 SEC E 400 FT S 200 FT TH N89 DEG 44 MIN 15 SEC W 400 FT TH N 200 FT TO FUR POB. TAX ID RA0-122-3080-00 1.84 AC+-

LOT 1 HIGH COUNTRY ESTATES 1.01 AC+- RA0-573-0010-00
LOT 2 HIGH COUNTRY ESTATES 1.24 AC+- RA0-573-0020-00
LOT 3 HIGH COUNTRY ESTATES 1.41 AC+- RA0-573-0030-00
LOT 4 HIGH COUNTRY ESTATES. 1.01 AC+- RA0-573-0040-00

Containing 111.90 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above that are owned or claimed by Lessor, or to which Lessor has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well), helium, nitrogen, carbon dioxide and other commercial gases.

2. It is agreed that this lease shall remain in force for a primary term of Five (5) years from the date of this lease, and as long thereafter as operations are conducted upon said land or on lands pooled or unitized therewith with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on said land, or on lands pooled or unitized therewith, has permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, re-completing, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

2300 Lessee

3. Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of the Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth of the oil produced and saved from said land, ~~Lessor's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil,~~ or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee computed at the wellhead, whether the point of sale is on or off said land. (b) To pay Lessor on gas produced from said land (1) when sold by Lessee, whether the point of sale is on or off said land, one eighth of the net amount realized by Lessee computed at the wellhead, or (2) when used by Lessee, for purposes other than those specified in Paragraph numbered 7 of this lease, the market value, at the wellhead, of one-eighth of said gas. Prior to payment of royalty, Lessor shall execute a Division Order setting forth his interest in production. Lessee may pay all taxes and fees levied upon the oil and gas produced, including, without limitation, severance taxes and privilege and surveillance fees, and deducts a proportionate share of the amount so paid from any monies payable to Lessor hereunder.

4. If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land or on lands pooled or unitized with all or part of said land, is at any time shut in and production there from is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said land or on land pooled or unitized therewith, but Lessee does not covenant or agree to re-inject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If all wells on said land, or on lands pooled or unitized with all or part of said land, are shut in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut in, Lessee shall be obligated to pay or tender, as royalty, to Lessor at the address hereinabove written, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however that if production from a well or wells located on said land or on lands pooled or unitized therewith is sold or used off the premises before the end of any such period or if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in well(s), Lessee shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor within 60 days expiration of the annual period shall be deemed sufficient payment as herein provided.

5. If Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee specifically describing Lessee's non-compliance. Lessee shall have 90 days from receipt of such notice to commence, and shall thereafter pursue with reasonable diligence, such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any act by Lessee in response thereto shall be deemed an admission or create a presumption that Lessee has failed to perform all its obligations hereunder. No judicial action may be commenced by Lessor for forfeiture of this lease or for damages until after said 90-day period. Lessee shall be given a reasonable opportunity after a final court determination to prevent forfeiture by discharging its express or implied obligation as established by the court. If this lease is canceled for any cause, it shall, nevertheless remain in force and effect as to (a) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by Lessee in such shape as then existing spacing rules permit and (b) any part of said land included in a pooled or unitized unit on which there are operations, Lessee shall also have such easements on said land as are necessary or convenient for operations on the acreage so retained.

6. If this lease covers less than the entire undivided interest in the oil and gas in said land (whether Lessor's interest is herein specified or not), then the royalties, shut-in royalties and any extension payment pursuant to Paragraph numbered 17 below shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

400

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn now on said land without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other down hole equipment and fixtures.

8. Lessee is hereby granted the rights to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 640 acres as to gas and oil, or separately for the production of either. If units larger than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order to drill or operate a well at a regular location, to obtain the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. Lessee may enlarge the unit to the maximum area permitted herein and may reform said unit to include after acquired leases within the unit area. Lessee may create, enlarge or reform the unit or units as above provided at any time, and from time to time during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. Lessee may, but shall not be required to, drill more than one well in each unit. Lessee may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled or unitized lands, or at any time after discovery subsequent to the cessation of production. Lessee may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled or unitized shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

9. In addition to the rights to pool or unitize granted to the Lessee in Paragraph numbered 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, Lessee is granted the right to pool or unitize the shallow formations in said land, or any part of said land with other lands, to establish a unit or units of any size and shape for the drilling and operation of multiple wells. The unit shall consist of any number of contiguous tracts or parcels of land. The exercise of this right shall be effective only if the required well density (at least one well drilled into the pooled or unitized shallow formation for each 240 acres of the unit) is attained no later than two (2) years after recording of the written declaration of the unit. As used herein, the term "shallow formation" shall mean formations between the surface of the earth and the top of the Traverse Limestone Formation. All provisions of Paragraph numbered 8, including those regarding Lessee's identification of a unit, the effect of operations conducted thereon and the allocation of production from wells thereon, shall apply in the same manner to a unit formed pursuant to this paragraph for production from shallow formations, except to the extent inconsistent with this paragraph. Lessee may expand the unit to include additional lands, provided that the required well density (one well drilled for every 240 acres) is maintained, or is attained by the drilling of an additional well or wells within one (1) year after each such expansion.

10. This lease is subject to laws and to rules, regulations and orders of any governmental agency having jurisdiction, from time to time in effect, pertaining to well spacing, pooling, unitization, drilling or production units, or use of material and equipment.

11. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

12. If Lessee is prevented from, or delayed in commencing, continuing, or resuming, operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: conflict with federal, state or local laws, rules, regulations and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee; equipment failures; and inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 90 days after the end of the period of suspension.

13. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, devisees, legal representative, successors or assigns. Notwithstanding any other actual or constructive knowledge of Lessee, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on Lessee until 45 days after Lessee has received, by certified mail, written notice of such change and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligation or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.

14. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may at any time pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said land, either before or after maturity and be subrogated to the rights of the holder thereof, and that Lessee shall be entitled to reimbursement out of any royalty or other monies payable to Lessor hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

15. Lessee may at any time surrender this lease as to all or part of said land, or as to any depths or formations therein, by delivering or mailing a release to Lessor if the lease is not recorded or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.

16. All written notices permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by dated, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

17. This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of N/A years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$ N/A per acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor in the same manner as provided in Paragraph number 4 hereof with regard to the payment of shut-in royalties. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire on the first to occur of the following: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph numbered 2 above.

18. In the event some or all of the lands covered by this lease are enrolled in the CRP and/or the PA-116 of the US Dept of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to the operations of Lessee on the enrolled lands. Lessee shall compensate Lessor for the actual amount of CRP and/or PA-116 penalties which resulted directly from Lessee's operations.

19. All drilling sites, pipelines and access roads on the leased premises shall be located by written mutual agreement between Lessor and Lessee herein. Said mutual agreement shall not be unreasonably withheld by either party. Further. Lessee agrees to provide a detailed sketch and or map of the intended location of any well, pipeline or access road for Lessor's review.

20. Lessee agrees to pay Lessor or any tenants of Lessor, if and as applicable, reasonable compensation for all use of or damage to drain tile, crops, and to the surface owned by them, which use is made or which damages are incurred in the exercise of the rights granted to Savoy by this Lease.

21. Lessee does hereby indemnify and save harmless the Lessor from any and all liabilities, charges, actions, or obligations of any nature resulting directly or indirectly from Lessee's operations on the premises and the Lessee shall defend Lessor at the Lessee's expense with respect to any legal or other proceedings as a result of Lessee's operations.

22. Lessee agrees to restore all land distributed by Lessee's operations to as near its original condition as is practical and said land shall be re-seeded at the expense of Lessee.

23. The Royalty on this Lease shall be 15%.

24. In a Deed dated February 14, 1969, title was granted into Lee W Spohr and Naomi M. Spohr. For the purposes of the Oil and Gas Lease, Naomi R Spohr and Naomi M Spohr are in fact one and the same person.

LESSOR: LEE W SPOHR LIVING TRUST DATED 9-10-2002

Lee W. Spohr
LEE W SPOHR, TRUSTEE

NAOMI R SPOHR LIVING TRUST DATED 9-10-2002

Lee W. Spohr
LEE W SPOHR, SUCCESSOR TRUSTEE

STATE OF Michigan)
) ss (Individual Acknowledgement)
COUNTY OF Lenawee)

The foregoing instrument was acknowledged before me this 2 day of Nov 2010, by

LEE W SPOHR, TRUSTEE OF THE LEE W SPOHR LIVING TRUST DATED 9-10-2002 AND LEE W SPOHR, SUCCESSOR TRUSTEE OF THE NAOMI R SPOHR LIVING TRUST DATED 9-10-2002

My commission expires: 9-25-12

Stephen C. Dupuis
STEPHEN C. DUPUIS Notary Public
OAKLAND County, State of Michigan
Acting in LENAWEE County, MI

Prepared by: Robert Boisvert PO Box 310, Lakeville, MI 48366

Producers "88" Revised 1997 MMBJ (Michigan Paid-Up Form)

When Recorded Return to: Lessee



LIBER 2509 PAGE 0696 1 of 2

STATE OF MICHIGAN - LENAWE COUNTY
RECORDED 06/29/2015 10:20:17 AM AF AG
Carolyn S. Bater, REGISTER OF DEEDS \$17.00



Michigan Department of Treasury
3676 (Rev. 3-10)

This form is issued under authority of P.A. 260 of 2000 and P.A. 378 of 2006. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

INSTRUCTIONS: This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural or qualified forest property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

1. Street Address of Property See Attached		2. County Lenawee	
3. City/Township/Village Where Real Estate is Located Raisin		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Print or Type) High Country Farm LLC		5. Property ID Number (from Tax Bill or Assessment Notice) See Attached	
6. Legal Description (Legal description is required; attach additional sheets if necessary) See Attached		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program) 100%	
8. Daytime Telephone Number 517-486-4353		9. E-mail Address	

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural or qualified forest property.

Signed *Frank C. Riley*
Name (Print or Type) Frank C. Riley
Title Attorney

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

State of Michigan
County of Lenawee

Acknowledged before me this 25th
day of June, 2015

By Frank C. Riley
Notary Signature *Jody M. Clark*
Name of Notary (Print or Type) Jody M. Clark

Notary Public, State of Michigan,
County of Lenawee
My commission expires: 4/25/2022
Acting in the County of Lenawee

Drafter's Name Frank C. Riley
Drafter's Address 107 W. Jefferson St.
PO Box 50, Blissfield, MI 49228

LOCAL GOVERNMENT USE ONLY

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property? Yes No N/A (Qualified Forest Only)

If not, what is the correct percentage of the property that is currently qualified agricultural property? _____

Assessor's Signature	Date
----------------------	------

1700 ✓ enV

LEGAL DESCRIPTION
EXHIBIT "A"

Land in the Township of Raisin, County of Lenawee, State of Michigan, described as follows:

Lots 1, 2, 3 and 4, High Country Estates, according to the recorded plat thereof, as recorded in Liber 26 of Plats, Pages 5 and 6, Lenawee County Records;

ALSO all that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning on the centerline of Kopke Road 288.38 feet South 00° 15' 45" East along the West line of said Section 22 and 289.90 feet North 86° 35' 24" East and 391.40 feet North 82° 45' 12" East from the West 1/4 corner of said Section 22; thence continuing along the said centerline of Kopke Road North 82° 45' 12" East 295.62 feet and North 82° 15' 13" East 765.61 feet; thence leaving the said centerline of Kopke Road South 00° 00' 59" West 697.12 feet; thence South 89° 55' 22" East 904.93 feet to the East line of the Southwest 1/4 of said Section 22; thence South 00° 00' 59" West 1700.92 feet along the said East line of the Southwest 1/4 of said Section 22; thence North 89° 55' 55" West 469.21 feet; thence South 60° 59' 14" West 51.44 feet; thence South 00° 02' 35" East 173.00 feet to the South line of said Section 22; thence North 89° 55' 55" West 36.00 feet along the said South line of Section 22; thence North 00° 02' 35" West 198.00 feet; thence North 89° 55' 55" West 659.62 feet; thence South 00° 04' 05" West 198.00 feet to the South line of said Section 22; thence North 89° 55' 55" West 1434.67 feet along the South line of said Section 22 to the Southwest corner of said Section 22; thence North 00° 15' 45" East 802.04 feet along the West line of said Section 22; thence South 89° 44' 15" East 800.00 feet; thence North 00° 15' 45" East 1420.00 feet; thence North 89° 44' 15" West 123.04 feet; thence North 00° 21' 31" East 234.72 feet to the point of beginning;

EXCEPTING THEREFROM all that part of the Southeast 1/4 of Section 22, Town 6 South, Range 4 East, Raisin Township, Lenawee County, Michigan, described as beginning on the South line of Section 22 aforesaid 514.00 feet South 89° 43' 20" West from the South 1/4 corner of said Section 22; thence South 89° 43' 20" West 36.00 feet continuing along the said South Section line of Section 22; thence North 00° 18' 10" West 198.00 feet; thence South 89° 43' 20" West 659.91 feet; thence North 00° 16' 40" West 294.54 feet; thence North 87° 27' 31" East 800.04 feet; thence South 00° 18' 10" East 326.15 feet; thence South 89° 43' 20" West 59.00 feet; thence South 60° 39' 42" West 51.47 feet; thence South 0° 18' 10" East 173.00 feet to the point of beginning;

ALSO EXCEPTING THEREFROM all that part of the Southeast 1/4 of Section 22, Town 6 South, Range 4 East, Raisin Township, Lenawee County, Michigan, described as beginning on the East line of the Southwest 1/4 of Section 22 aforesaid, 198.00 feet North 00° 18' 16" West from the South 1/4 corner of said Section 22; thence South 89° 43' 20" West 409.99 feet; thence North 00° 18' 10" West 326.15 feet; thence North 87° 27' 31" East 410.30 feet to the said East line of the Southwest 1/4 of Section 22; thence South 00° 18' 16" East 342.35 feet along the said East line of the Southwest 1/4 of Section 22 to the point of beginning;

FORM 301 Mich

RECORDED
FEB 26 1947
L. A. WARNER, REGISTER OF DEEDS
LENAWEE COUNTY, MICHIGAN

Kenneth Kopke and Dorothy Kopke, his wife, and in her own right,

first part ies, in consideration of One Dollar (\$ 1.00) to them

paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~poles~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel s of land, including all public highways upon or adjacent to said parcel s of land, which parcels are situate in the Township of Raisin County of Lenawee, and

State of Michigan, to-wit: The Southwest one-quarter (1/4) and the Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-two (22), Township six (6) South, Range Four (4) East.

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows

Second party may locate one route East of and not more than 300 feet from the center line of the highway on the West side of said land; and locate one route Northernly of and not more than 350 feet from the center line of the Kopka Road, so-called; also conveying the right to erect and maintain lines of poles and wires leading laterally from said routes to the center lines of said highways.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~wires~~ poles, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay first party for any damage to crops in erecting and maintaining said lines of poles and wires.

WITNESS the hands and seal s of the part ies of the first part, this 5th day of November, 1946.

Signed, Sealed and Delivered in Presence of

Harry W. Edwards
Harry W. Edwards
A. R. Olemos
A. R. Olemos

Kenneth Kopke (L. S.)
Kenneth Kopke
Dorothy Kopke (L. S.)
Dorothy Kopke
(L. S.)
(L. S.)

STATE OF MICHIGAN,
County of Lenawee ss.

On this 5th day of November, 1946, before me, a Notary Public of Jackson County, Michigan, acting in Lenawee County, personally appeared Kenneth Kopke and Dorothy Kopke,

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Andrew R. Olemos
Andrew R. Olemos
Notary Public, Jackson Co., Mich.

My commission expires February 12, 1950.

#38

RIGHT OF WAY

RECEIVED OF THE GENERAL TELEPHONE COMPANY OF MICHIGAN, A MICHIGAN CORPORATION, WHOSE PRINCIPAL OFFICES ARE LOCATED AT 40 TERRACE STREET, MUSKEGON, MICHIGAN, THE SUM OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY, ACKNOWLEDGED, IN CONSIDERATION OF WHICH I, WE LEE POHR AND NAOMI R.

SPOHR 4367 PALMER HIGHWAY HUSBAND AND WIFE - BRITTON Mich.

HEREBY GRANT AND CONVEY TO THE SAID COMPANY, ITS SUCCESSORS, ASSIGNS, LESSEES, LICENSEES AND AGENTS AN EASEMENT RIGHT-OF-WAY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE AND/OR REMOVE LINES OF COMMUNICATIONS FACILITIES CONSISTING OF CONDUITS, CABLES, AND OTHER FIXTURES AND APPURTENANCES AS THEY FROM TIME TO TIME MAY REQUIRE, WITH THE RIGHT OF INGRESS AND EGRESS UPON THE HEREIN DESCRIBED LANDS FOR THE PURPOSE OF THE RIGHT-OF-WAY GRANTED, UNDER, ACROSS, UPON AND/OR OVER THE LANDS I, WE OWN, OR IN WHICH I, WE HAVE AN INTEREST IN SECTION 22, TOWNSHIP OF RAISIN, T. 6-S R. HE, COUNTY OF LENAWEE, STATE OF MICHIGAN, AND MORE FULLY DESCRIBED AS FOLLOWS:

5/4 - EXCEPT THE S 198 FT OF THE E
1210 FT CONT. 5.50 ACRES
SEC 22 154.50 ACRES

SAID FACILITIES TO BE LOCATED WITHIN THE ONE ROD WIDE EASEMENT DESCRIBED AS FOLLOWS,
PARALLEL TO RAISIN CENTER HIGHWAY EAST SIDE

IT IS FURTHER AGREED THAT NO PERMANENT STRUCTURE SHALL BE ERECTED WITHIN THIS EASEMENT AND THAT THE GRANTEE HEREIN SHALL HAVE THE RIGHT TO SPRAY, TRIM, AND/OR CUT DOWN ALL TREES AND BRUSH WITHIN THIS EASEMENT.

SAID COMPANY WILL PAY FOR ANY AND ALL DAMAGES CAUSED BY THE CONSTRUCTION OR MAINTENANCE OF SAID TELEPHONE SYSTEM. ALSO \$1.00 PER ROD

THIS GRANT IS HEREBY DECLARED TO BE BINDING UPON THE HEIRS, SUCCESSORS, LESSEES, LICENSEES AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HAND AND SEAL THIS 17th DAY OF NOV, 1966.

WITNESS.

Hugh Kennedy
Hugh Kennedy
Roy Kempf
Roy Kempf

Lee W. Spahr
Lee W. Spahr
Naomi R. Spahr
Naomi R. Spahr

STATE OF MICHIGAN)
COUNTY OF LENAWEE 35

ON THIS 17th DAY OF NOV, 1966, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR LENAWEE COUNTY AND ACTING IN LENAWEE COUNTY, PERSONALLY APPEARED LEE S POHR AND NAOMI R. SPOHR TO ME KNOWN TO BE THE PERSONS NAMED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AS VENDOR AND ACKNOWLEDGED THAT they EXECUTED THE SAME AS their FREE ACT AND DEED FOR THE INTENTS AND PURPOSES THEREIN MENTIONED.

Hugh Kennedy
Hugh Kennedy
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 14, 1969.

DRAFTED BY
HUGH KENNEDY
2982 W BOCCA DR RD
ADRIAN MICH.

RECORDED 12/17/66 AT 11:35 O'CLOCK A.M.
MERRICK E. DIBBLE, REGISTER OF DEEDS
KENTON COUNTY, MICHIGAN

M. E. Dibble



Lenawee Co., MI 480
 TRUSTEES' DEED
 OFFICIAL SEAL



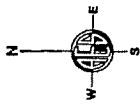
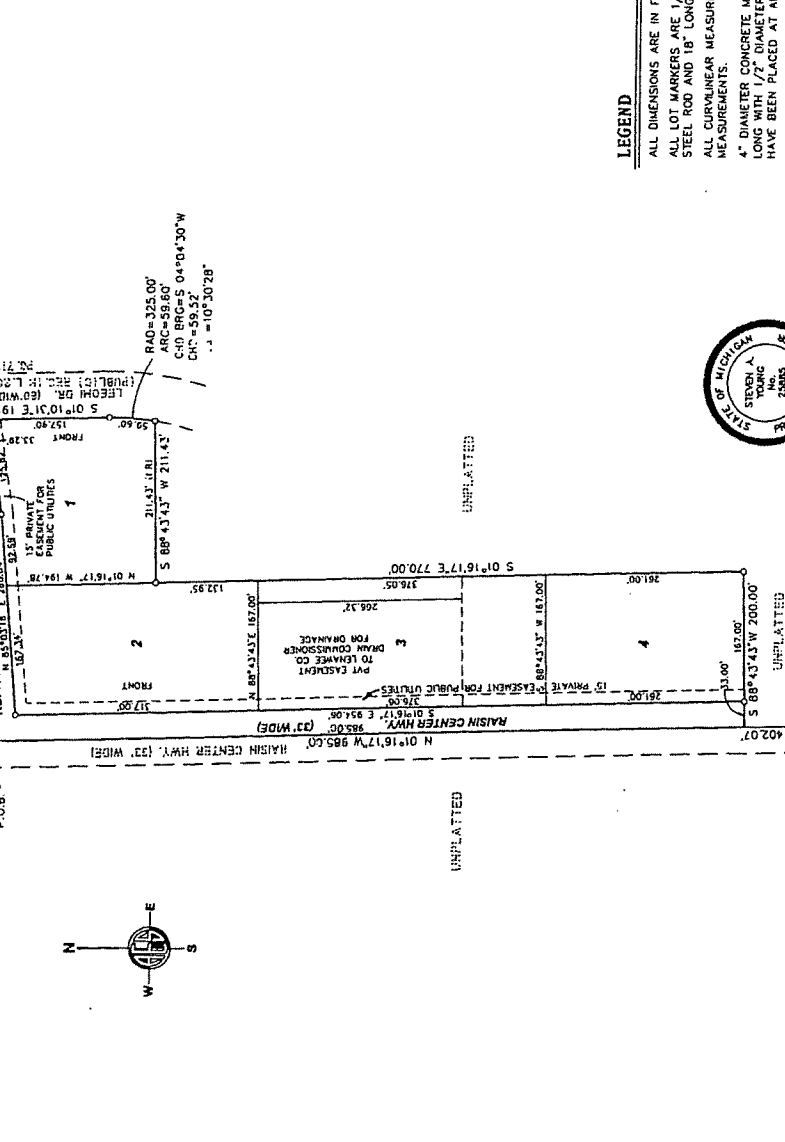
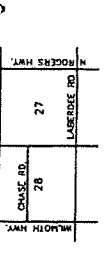
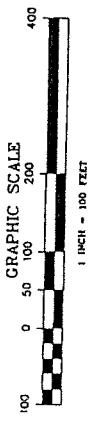
SHEET 1 OF 2 SHEETS

HIGH COUNTRY ESTATES

PART OF THE SW 1/4, SECTION 22, T6S-R4E
 RAISIN TOWNSHIP, LENAWEE COUNTY, MICHIGAN

THIS PLAT IS SUBJECT TO RESTRICTIONS AS
 REQUIRED BY ACT 208 OF 1937 AS AMENDED
 AND TO ANY OTHER RESTRICTIONS OR
 DECLARATIONS OF ENVIRONMENTAL QUALITY
 OF ENVIRONMENTAL QUALITY WHICH MAY BE
 MADE BY THE STATE OF MICHIGAN OR
 OF RECORDS OF THIS COUNTY.

W 1/4 COR
 SECTION 22
 T6S-R4E
 LG. 7-1-53



LEGEND

- ALL DIMENSIONS ARE IN FEET.
- ALL LOT MARKERS ARE 1/2" DIAMETER STEEL ROD AND 18" LONG.
- ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.
- 4" DIAMETER CONCRETE MONUMENTS 36" LONG WITH 2" DIAMETER 1/2" STEEL ROD HAVE BEEN PLACED AT ALL POINTS MARKED "O".
- BEARINGS WERE ESTABLISHED FROM AN ASTRONOMICAL OBSERVATION TAKEN JUNE 17, 1982.
- (R) DENOTES A RADIAL LINE.
- (NR) DENOTES A NON RADIAL LINE.



Steven A. Grogan

SW COR
 SECTION 22
 T6S-R4E
 LG. 7-1-53

Associated Engineers & Surveyors, Inc.
 237 N. Main St., Adrian, MI 49221 (517)-263-4515



HIGH COUNTRY ESTATES

PART OF THE SW 1/4, SECTION 22, T6S-R4E
RAISIN TOWNSHIP, LENAWEE COUNTY, MICHIGAN

3006397
 01/16/2007 11:17
 28 W 28 P 4
 Registrar of Deeds, Lenawee Co. MI

SURVEYOR'S CERTIFICATE

I, Steven A. Young, Surveyor, certify that I have surveyed, divided and mapped the land embraced in this plat as follows: Plot of High Country Estates, part of the SW 1/4 of Section 22, Town 6 South, Range 4 East, Raisin Township, Lenawee County, Michigan, as shown on the plat, beginning on the west line of Section 22 at a point located as follows: S 89°16'17" E from the West 1/4 corner of said Section 22; thence S 01°10'13" E 289.98 feet; thence N 81°13'06" E 129.12 feet; thence curve right 59.68 feet; thence along the arc of a 325.00 foot radius curve right 10°50'29"; thence S 86°29'43" W 211.43 feet; thence S 01°16'17" E 770.00 feet; thence S 86°29'43" W 211.43 feet to the point of beginning. Containing 4 lots numbered 1 to 4, inclusive and containing 5.73 acres.

That I have made such survey, land-division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or the surety has been deposited with the municipality as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on this plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

Date February 27, 2007
 Associated Engineers & Surveyors, Inc.
 237 North Main Street
 Adrian, Michigan 49221



Steven A. Young
 Professional Surveyor # 25895

PROPRIETOR'S CERTIFICATE

I, as proprietor certify that I have caused the land embraced in this plat to be surveyed, divided and delineated as represented on this plat and that the streets or for the use of the public that are shown on this plat are private easements and that all other easements are for the uses shown on the plat.

Susan Cappellotti
 Witness
Naomi R. Spahr
 Naomi R. Spahr, Trustee of Trust, Liber 2345, Pg. 681
 4400 W. Holloway Rd.
 Adrian, Michigan 49221

ACKNOWLEDGEMENT

State of Michigan, SS
 County of Lenawee
 Personally came before me this 27 day of March, 2007, the above named Naomi R. Spahr to me known to be the person who executed this foregoing instrument and that she acknowledged that she executed this foregoing instrument as such Trustee as her true and correct act and deed.
 Notary Public, Victoria J. Daniels, State of Michigan, County of Lenawee
 My commission expires: April 16, 2013

PROPRIETOR'S CERTIFICATE

I, as proprietor, certify that I have caused the land embraced in this plat to be surveyed, divided, mapped and delineated as represented on this plat and that the streets or for the use of the public that are shown on this plat are private easements and that all other easements are for the uses shown on the plat.

Lee W. Spahr
 Lee W. Spahr, Trustee of Trust, Liber 2345, Pg. 680
 4400 W. Holloway Rd.
 Adrian, Michigan 49221

Scott A. Hunt
 Scott A. Hunt
 Witness

ACKNOWLEDGEMENT

State of Michigan, SS
 County of Lenawee
 Personally came before me this 27 day of March, 2007, the above named Lee W. Spahr, Trustee to me known to be the person who executed this foregoing instrument and that he acknowledged that he executed the foregoing instrument as such Trustee as his free act and deed.
 Notary Public, Victoria J. Daniels, State of Michigan, County of Lenawee
 My commission expires: April 16, 2013

COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding March 16, 2007 involving the lands included in this plat.

Marilyn J. Woods
 Marilyn J. Woods, Lenawee County Treasurer

EXAMINED AND APPROVED
 DATE May 30, 2007
 BY Wayward R. Owen, P.E., Director
 OFFICE OF LAND SURVEY AND REMONSTRATION

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on April 16, 2007 as complying with Section 183 of Act 288, P.A. 1967 and the applicable rules and regulations published by my office in the County of Lenawee.

Stephen R. Spahr
 Stephen R. Spahr, Commissioner

CERTIFICATE OF COUNTY ROAD COMMISSIONERS

Approved on March 16, 2007 as complying with Section 183 of Act 288, P.A. 1967 and the applicable rules and regulations of the Board of Road Commissioners of Lenawee County.

Robert H. Emery
 Robert H. Emery

CERTIFICATE OF MUNICIPAL APPROVAL

I, certify that this plat was approved by the Township Board of the Township of Raisin at a meeting held February 27, 2007 and was reviewed with Act 288, P.A. 1967. Adequate surety has been deposited for the placing of monuments and markers within but not to exceed one year from the date above. Private plat approved by the Lenawee County Health Department on December 11, 2006.

Barbara J. Woods
 Barbara J. Woods, Clerk

COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Lenawee County Plat Board on March 17, 2007 as being in compliance with all of the provisions of Act 288, P.A. 1967 and the Plat Board's applicable rules and regulations.

Victoria J. Daniels
 Victoria J. Daniels, Registrar of Deeds

Tab Ann Bluntzschy
 Tab Ann Bluntzschy, County Clerk

RECORDING CERTIFICATE

State of Michigan
 Lenawee County
 This plat was received for record on the 6th day of June, 2007, at 1:17 P.M. and recorded in Liber 2345 of Plats, on Pages 5 & 6.

Victoria J. Daniels
 Victoria J. Daniels, Registrar of Deeds

