

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

American Title Company of Jackson

(Ref: File No. 185818; Rev. No. 2)

Note: The parcel numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers shown in Exhibit A in the Bidder Packets. The tract and parcel numbering are cross-referenced in the tables below.

Auction Tract Numbers:	Title Company's Parcel Numbers:
1	9
2	8
3	7
4	6
5	5
6, 7	1, 2
8	2
9	3
10 - 13	4

Title Company's Parcel Numbers:	Auction Tract Numbers:
1	6, 7
2	6, 7, 8
3	9
4	10 – 13
5	5
6	4
7	3
8	2
9	1

For July 27, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**County National Bank, as the Successor Trustee of the Edward L.
Kunesh Trust dated June 18, 2020**

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: American Title Company of Jackson
Issuing Office: 280 W. Cortland Street, Jackson, MI 49201
Issuing Office 's ALTA® Registry ID: 1070105

Loan ID No.:
Commitment No.: PRE-185818
Issuing Office File No.: 185818
Property Address: VARIOUS PROPERTIES, MI
VACANT LAND MOSHERVILLE RD.
8651 MOSHERVILLE RD
VACANT LAND LITCHFIELD RD
VACANT LAND FRENCH RD
10491 BORDEN RD

Revision No.: REVISION NO. 2

1. Commitment Date: May 1, 2023 at 12:00 AM

2. Policy to be issued:

Proposed Amount of Insurance:

- a. ALTA Owners Policy (07-1-2021)
Proposed Insured: PARTY TO BE INSURED
The estate or interest to be insured: Fee Simple

TBD

3. The estate or interest in the Land at the Commitment Date is: Fee Simple.

4. The Title is, at the Commitment Date, vested in:

EDWARD L. KUNESH AND HIS SUCCESSORS, AS TRUSTEE OF THE EDWARD L. KUNESH TRUST
DATED JUNE 18, 2020 .

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

STEWART TITLE INSURANCE COMPANY

American Title Company of Jackson
280 W. Cortland
Jackson, MI 49201

BY 
AUTHORIZED SIGNATURE SD

For Examining questions call: Kelly Copeland

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File No.: 185818
010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE INSURANCE COMPANY

Requirements

File No.: 185818

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records
5. REQUIREMENT: RECORD DEED FROM EDWARD L. KUNESH AND HIS SUCCESSORS, AS TRUSTEE OF THE EDWARD L. KUNESH TRUST DATED JUNE 18, 2020 TO PARTY TO BE INSURED.
6. REQUIREMENT: SUBMIT CERTIFICATE OF TRUST CONFIRMING THE IDENTITY OF THE TRUSTEE OF THE EDWARD L. KUNESH AND HIS SUCCESSORS, AS TRUSTEE OF THE EDWARD L. KUNESH TRUST DATED JUNE 18, 2020 AND THAT SAID TRUSTEE IS EMPOWERED TO CONVEY SUBJECT PROPERTY.
7. NOTE: If property to be insured contains a manufactured housing unit or mobile home, contact American Title Company of Jackson. Further requirements will be made at that time regarding the housing unit.
8. NOTE: That part of subject property lying Northeasterly of Kalamazoo River is landlocked. (as to Parcel 4)
REQUIREMENT: RECORD SATISFACTORY EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR BENEFIT OF SUBJECT PROPERTY OR ABOVE TO BE SHOWN ON POLICY.
9. NOTE: That part of subject property lying Southeasterly of Conger Drain is landlocked. (as to Parcel 5)
REQUIREMENT: RECORD SATISFACTORY EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR BENEFIT OF SUBJECT PROPERTY OR ABOVE TO BE SHOWN ON POLICY.
10. NOTE: That part of subject property lying Southerly of St Joseph River is landlocked. (as to Parcel 6)
REQUIREMENT: RECORD SATISFACTORY EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR BENEFIT OF SUBJECT PROPERTY OR ABOVE TO BE SHOWN ON POLICY.

SEE SCHEDULE B, PART I CONTINUED

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File No.: 185818

010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



SCHEDULE B PART I

(Continued)

11. Farmland Development Rights Agreement in favor of the Department of Natural Resources for the State of Michigan from Edward L. Kunesh, a single man for a term of 43 years as evidenced by instrument dated May 30, 2018 and recorded May 31, 2018 in Liber 1691, Page 856, County Records. (as to parcel 4)
REQUIREMENT: SATISFACTORY TERMINATION OF ABOVE INTEREST.
12. Farmland Development Rights Agreement in favor of the Department of Natural Resources for the State of Michigan from Edward L. Kunesh, a single man for a term of 43 years as evidenced by instrument dated May 30, 2018 and recorded May 31, 2018 in Liber 1691, Page 858, County Records. (as to parcels 2 and 3)
REQUIREMENT: SATISFACTORY TERMINATION OF ABOVE INTEREST.
13. Farmland Development Rights Agreement in favor of the Department of Natural Resources for the State of Michigan from Edward L. Kunesh, a single man for a term of 43 years as evidenced by instrument dated May 30, 2018 and recorded May 31, 2018 in Liber 1691, Page 860, County Records. (as to parcel 1)
REQUIREMENT: SATISFACTORY TERMINATION OF ABOVE INTEREST.
14. Farmland Development Rights Agreement in favor of the Department of Natural Resources for the State of Michigan from Edward L. Kunesh, a single man for a term of 43 years as evidenced by instrument dated May 30, 2018 and recorded May 31, 2018 in Liber 1691, Page 862, County Records. (as to parcel 5)
REQUIREMENT: SATISFACTORY TERMINATION OF ABOVE INTEREST.
15. Farmland Development Rights Agreement in favor of the Department of Natural Resources for the State of Michigan from Edward L. Kunesh, a single man for a term of 43 years as evidenced by instrument dated May 30, 2018 and recorded May 31, 2018 in Liber 1691, Page 854, County Records. (as to parcel 6)
REQUIREMENT: SATISFACTORY TERMINATION OF ABOVE INTEREST.

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File No.: 185818

010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE INSURANCE COMPANY

File No.: 185818

Policy No.: PRE-185818

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, lines, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
8. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
9. NOTICE: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

SEE SCHEDULE B, PART II CONTINUED

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



185818

SCHEDULE B, PART II

(Continued)

10. Subject to the rights of the public or any governmental unit over any part of subject property taken, deeded or used for W. Litchfield Road (as to parcels 1, 2, 3, 4 and 5), Borden Road (as to parcels 3 and 4) and W. Mosherville Road (as to parcels 7, 8 and 9) .
11. Subject to the interest of the Conger Drain as evidenced by the Tax Roll Office. (as to parcels 1, 2, and 5)
12. Subject to the rights of the public or other riparian owners in and to those portions of subject property lying in the waters of Kalamazoo River (as to parcel 4).
13. Subject to the rights of the public or other riparian owners in and to those portions of subject property lying in the waters of St. Joseph River (as to parcel 6).
14. Right of way in favor of Consumers Power Company as evidenced by instrument recorded in Liber 241, Page 164, and in Liber 281, Page 139 (as to parcel 4), in Liber 293, page 58 (as to Parcels 1, 2 and 3) and in Liber 241, page 55, (as to parcels 6, 7, 8 and 9) Hillsdale County Records.
15. Release of right of way in favor of Hillsdale County Drain Commission as evidenced by instrument recorded in Liber 487, Page 943, Hillsdale County Records. (as to Parcels 6, 7, 8 and 9)
16. Affidavit of Drain Easement as evidenced by instrument recorded in Liber 910, Page 297, Hillsdale County Records.
17. Subject to any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
18. Subject to liens for any tax and/or assessment which become due and payable on or after the effective date of this commitment.
REQUIREMENT: NONE ABOVE TO BE SHOWN ON POLICY.
19. PARCEL 1:
2022 summer taxes in the amount of \$325.04 paid.
2022 winter taxes in the amount of \$513.40 paid.
All previous taxes paid. Tax ID # 30-02-007-400-005-07-5-3
2022 SEV: \$108,900.00 2022 TAXABLE VALUE: \$29,630.00
School District: Jonesville
2022 Principal Residence Exemption: 100 %
NOTE: The Principal Residence Exemption status shown above is for informational purposes only, the accuracy of which is neither guaranteed nor insured.
SPECIAL ASSESSMENTS: AND UTILITIES: NONE OF RECORD

SEE SCHEDULE B, PART II CONTINUED

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ALTA Commitment for Title Insurance (07-01-2021)
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SCHEDULE B, PART II
(Continued)

20. PARCEL 2:
2022 summer taxes in the amount of \$461.89 paid.
2022 winter taxes in the amount of \$729.56 paid.
All previous taxes paid. Tax ID # 30-02-008-300-005-08-5-3
2022 SEV: \$159,300.00 2022 TAXABLE VALUE: \$42,104.00
School District: Jonesville
2022 Principal Residence Exemption: 100 %
NOTE: The Principal Residence Exemption status shown above is for informational purposes only, the accuracy of which is neither guaranteed nor insured.
SPECIAL ASSESSMENTS: AND UTILITIES: NONE OF RECORD
21. PARCEL 3:
2022 summer taxes in the amount of \$166.36 paid.
2022 winter taxes in the amount of \$262.73 paid.
All previous taxes paid. Tax ID # 30-02-008-300-003-08-5-3
2022 SEV: \$51,900.00 2022 TAXABLE VALUE: \$15,165.00
School District: Jonesville
2022 Principal Residence Exemption: 100 %
NOTE: The Principal Residence Exemption status shown above is for informational purposes only, the accuracy of which is neither guaranteed nor insured.
SPECIAL ASSESSMENTS: AND UTILITIES: NONE OF RECORD
22. PARCEL 4:
2022 summer taxes in the amount of \$1,027.77 paid.
2022 winter taxes in the amount of \$1,623.49 paid.
All previous taxes paid. Tax ID # 30-02-008-400-001-08-5-3
2022 SEV: \$247,200.00 2022 TAXABLE VALUE: \$93,686.00
School District: Jonesville
2022 Principal Residence Exemption: 100 %
NOTE: The Principal Residence Exemption status shown above is for informational purposes only, the accuracy of which is neither guaranteed nor insured.
SPECIAL ASSESSMENTS: AND UTILITIES: NONE OF RECORD
23. PARCEL 5:
2022 summer taxes in the amount of \$767.33 paid.
2022 winter taxes in the amount of \$1,212.08 paid.
All previous taxes paid. Tax ID # 30-02-018-200-002-18-5-3
2022 SEV: \$269,800.00 2022 TAXABLE VALUE: \$69,946.00
School District: Jonesville
2022 Principal Residence Exemption: 100 %
NOTE: The Principal Residence Exemption status shown above is for informational purposes only, the accuracy of which is neither guaranteed nor insured.
SPECIAL ASSESSMENTS: AND UTILITIES: NONE OF RECORD

SEE SCHEDULE B, PART II CONTINUED

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ALTA Commitment for Title Insurance (07-01-2021)
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SCHEDULE B, PART II
(Continued)

24. PARCEL 6:
2022 summer taxes in the amount of \$585.00 paid.
2022 winter taxes in the amount of \$757.04 paid.
All previous taxes paid. Tax ID # 30-01-009-100-005-09-5-4
2022 SEV: \$182,100.00 2022 TAXABLE VALUE: \$53,325.00
School District: Litchfield
2022 Principal Residence Exemption: 100 %
NOTE: The Principal Residence Exemption status shown above is for informational purposes only, the accuracy of which is neither guaranteed nor insured.
SPECIAL ASSESSMENTS: AND UTILITIES: NONE OF RECORD
25. PARCEL 7:
2022 summer taxes in the amount of \$51.92 paid.
2022 winter taxes in the amount of \$67.13 paid.
All previous taxes paid. Tax ID # 30-01-009-100-007-09-5-4
2022 SEV: \$15,400.00 2022 TAXABLE VALUE: \$4,734.00
School District: Litchfield
2022 Principal Residence Exemption: 100 %
NOTE: The Principal Residence Exemption status shown above is for informational purposes only, the accuracy of which is neither guaranteed nor insured.
SPECIAL ASSESSMENTS: AND UTILITIES: NONE OF RECORD
26. PARCEL 8:
2022 summer taxes in the amount of \$298.34 paid.
2022 winter taxes in the amount of \$386.03 paid.
All previous taxes paid. Tax ID # 30-01-009-100-006-09-5-4
2022 SEV: \$65,200.00 2022 TAXABLE VALUE: \$27,196.00
School District: Litchfield
2022 Principal Residence Exemption: 100 %
NOTE: The Principal Residence Exemption status shown above is for informational purposes only, the accuracy of which is neither guaranteed nor insured.
SPECIAL ASSESSMENTS: AND UTILITIES: NONE OF RECORD
27. PARCEL 9:
2022 summer taxes in the amount of \$77.41 paid.
2022 winter taxes in the amount of \$100.14 paid.
All previous taxes paid. Tax ID # 30-01-009-100-008-09-5-4
2022 SEV: \$24,500.00 2022 TAXABLE VALUE: \$7,058.00
School District: Litchfield
2022 Principal Residence Exemption: 100 %
NOTE: The Principal Residence Exemption status shown above is for informational purposes only, the accuracy of which is neither guaranteed nor insured.
SPECIAL ASSESSMENTS: AND UTILITIES: NONE OF RECORD

SEE SCHEDULE B, PART II CONTINUED

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ALTA Commitment for Title Insurance (07-01-2021)
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SCHEDULE B, PART II
(Continued)

28. NOTE: If property is deemed commercial and/or contains assessed personal property located on same, contact American Title Company of Jackson with the name of the business located on said property, so that adequate personal property tax information can be obtained.
29. THIS PRELIMINARY COMMITMENT IS FOR INFORMATIONAL PURPOSES ONLY, AND THIS COMPANY ASSUMES NO LIABILITY UNTIL THIS COMMITMENT IS CONVERTED TO AN ACTUAL TITLE INSURANCE ORDER.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



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SCHEDULE C
PROPERTY DESCRIPTION

The land referred to is described as follows:

Land in Township of Litchfield and Township of Scipio, Hillsdale County, Michigan described as:

PARCEL 1:

Commencing at the Southeast corner of Section 7, Town 5 South, Range 3 West, Scipio Township, Hillsdale County, Michigan; thence North 1765.5 feet; thence West 1320 feet thence South 1765.5 feet, thence East 1320 feet to the point of beginning.

PARCEL 2:

The South 1765.5 feet of the West 3/4 of the Southwest 1/4 of Section 8, Town 5 South, Range 3 West, Scipio Township, Hillsdale County, Michigan, EXCEPT Commencing 808 feet West of the Southeast corner of the Southwest 1/4, thence North 225 feet; thence West 968 feet; thence South 225 feet; thence East 968 feet to the place of beginning.

PARCEL 3:

The South 1765.5 feet of the East 1/4 of the Southwest 1/4, Section 8, Town 5 South, Range 3 West, Scipio, Hillsdale County, Michigan; EXCEPT Commencing at the Southeast corner thence North 165 feet; thence West 264 feet; thence South 165 feet; thence East 264 feet to the place of beginning.

PARCEL 4:

The West 1/2 of the Southeast 1/4 Section 8, Town 5 South, Range 3 West, Scipio Township, Hillsdale County, Michigan. ALSO commencing at the Southwest corner of the Northeast 1/4 of Section 8, Town 5 South, Range 3 West, Scipio Township, Hillsdale County, Michigan; thence North 957 feet; thence East to the West bank of South Branch of Kalamazoo River, thence Southeasterly along the West bank of said River to the 1/4 section line of said Section; thence West on said 1/4 line to the place of beginning, EXCEPT the bed of the river.

PARCEL 5

The West 60 acres of the East 1/2 of the Northeast 1/4 and the West 1/2 of the Northeast 1/4, Section 18, Town 5 South, Range 3 West, Scipio Township, Hillsdale County, Michigan. EXCEPT therefrom 10 acres off entire West side.

PARCEL 6:

The North 120 acres of the East 1/2 of the West 1/2 of Section 9, Town 5 South, Range 4 West, Litchfield Township, Hillsdale County, Michigan, EXCEPT the North 860 feet.

PARCEL 7:


The West 420 feet of the North 860 feet of the North 120 acres of the East 1/2 of the West 1/2 of Section 9, Town 5 South, Range 4 West, Litchfield Township, Hillsdale County, Michigan.

PARCEL 8:

The East 270 feet of the West 690 feet of the North 860 feet of the North 120 acres of the East 1/2 of the West 1/2 of Section 9, Town 5 South, Range 4 West, Litchfield Township, Hillsdale County, Michigan.

PARCEL 9:

The East 630 feet of the North 860 feet of the North 120 acres of the East 1/2 of the West 1/2 of Section 9, Town 5 South, Range 4 West, Litchfield Township, Hillsdale County, Michigan.


185818



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

AGREEMENT #30-33424-123125

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 30 day of May AD, 2018, by and between Edward L. Kunesh, A Single Man hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Hillsdale, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

N 120 acres of E 1/2 of W 1/2 of Section 9, EXC the N 860 ft of the N 120 acres of the E 1/2 of the W 1/2 of sd sec; All land described is located in Section 9, T5S R4W, Litchfield Township, Hillsdale County, Michigan. (96 acres)

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Hillsdale County Register of Deeds Office in Liber 1466, Page 992 and 993 on September 15th, 2011.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and
WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and
WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).

- NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:
1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
 2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
 3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
 4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
 5. Public access is not permitted on the land unless agreed to by the owner.
 6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Litchfield Township Board
 7. The term of this Agreement shall be for forty-three (43) years, commencing on the 1st day of January, 1983, and ending on the 31st day of December, 2025.
 8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
 9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
 10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

1c98
Return to:
Edward Kunesh
865 W Mosherville Rd
Litchfield MI 49252
AGREEMENT# 30-33424-123125
Extend JMP

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

State of Michigan
Department of Agriculture and Rural Development
Farmland & Open Space Preservation Program
Environmental Stewardship Division

Richard A Harlow
Richard A Harlow, Program Manager

STATE OF MICHIGAN
COUNTY OF INGHAM

On this May 9th 2018 AD, before me, a Notary Public in and for said County personally appeared Richard A Harlow, Program Manager to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

Lexava L Smith
Lexava L Smith, Notary Public
Eaton County, Michigan acting in Ingham County, Michigan
My Commission Expires: April 17, 2019

Do not write above this line - State of Michigan Use Only

IN WITNESS WHEREOF, the party(ies) have executed this Agreement as of the date notarized below.

(x) *Edward L. Kunesh*
Edward L. Kunesh

STATE OF MICHIGAN
COUNTY OF Hillsdale

On this 30 day of May, AD 2018, before me, a Notary Public, personally appeared Edward L. Kunesh to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) *Lionie Sue Bennett* Notary Public
Comm Exp: 10/20/2020
Hillsdale County, MI acting in Hillsdale County, MI

Place Notary Stamp or Seal Here



LIBER 1691 PAGE 0855 2

Return to:
Edward Kunesh
865 W Mosherville Rd
Litchfield MI 49252
AGREEMENT# 30-33424-123125
Extend JMP

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

AGREEMENT #30-39450-123125

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 30 day of May AD, 2018, by and between Edward L Kunesh, A Single Man hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Hillsdale, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

W 1/2 of the SE 1/4 of Section 8, ALSO SW frl part of SW 1/4 of the NE 1/4, desc com at SW cor of the NE 1/4 of sd sec, run th N 58 rods, th E to W bank of S branch of Kalamazoo River, th SE'y alg W bank of river to 1/4 sec ln of sd sec, th W on 1/4 ln to POB, EXC bed of river; All land described is located in Section 8, T5S R3W, Scipio Township, Hillsdale County, Michigan. (98 acres)

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Hillsdale County Register of Deeds Office in Liber 1466, Page 990 and 991 on September 15th, 2011.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).

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

1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
5. Public access is not permitted on the land unless agreed to by the owner.
6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Scipio Township Board
7. The term of this Agreement shall be for **forty-three (43) years**, commencing on the 1st day of January, 1983, and ending on the 31st day of December, 2025.
8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

159
Return to:
Edward Kunesh
865 W Mosherville Rd
Litchfield MI 49252
AGREEMENT# 30-39450-123125
Extend JMP

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

State of Michigan
Department of Agriculture and Rural Development
Farmland & Open Space Preservation Program
Environmental Stewardship Division
Richard A Harlow
Richard A Harlow, Program Manager

STATE OF MICHIGAN
COUNTY OF INGHAM

On this May 9th 2018 AD, before me, a Notary Public in and for said County personally appeared Richard A Harlow, Program Manager to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

Lexava L Smith
Lexava L Smith, Notary Public
Eaton County, Michigan acting in Ingham County, Michigan
My Commission Expires: April 17, 2019

Do not write above this line - State of Michigan Use Only

IN WITNESS THEREOF, the party(ies) have executed this Agreement as of the date notarized below.

(x) *Edward L. Kunesh*
Edward L. Kunesh

STATE OF MICHIGAN
COUNTY OF Hillsdale

On this 30 day of May AD 2018, before me, a Notary Public, personally appeared Edward L. Kunesh to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(w) *Connie Sue Bennett* Notary Public
Comm Exp: 10/20/2020
Hillsdale County, MI acting in Hillsdale County, MI

Place Notary Stamp or Seal Here



Return to:
Edward Kunesh
865 W Mosherville Rd
Litchfield MI 49252
AGREEMENT# 30-39450-123125
Extend JMP

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

AGREEMENT #30-39451-123125

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 30 day of May AD, 2016, by and between Edward L. Kunesh, A Single Man hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Hillsdale, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

E 1/2 of SE 1/4 of the SW 1/4 of Section 8, EXC 1 acre to cemetery, ALSO S 446 ft of SE 1/4 of NE 1/4 of the SW 1/4 of sd sec, ALSO S 1765.5 ft of W 3/4 of the SW 1/4, EXC com 808 ft W of SE cor the SW 1/4, th N 225 ft, th W 968 ft, th S 225 ft, th E 968 ft to POB; All land described is located in Section 8, T5S R3W, Scipio Township, Hillsdale County, Michigan. (101 acres)

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Hillsdale County Register of Deeds Office in Liber 1466, Page 988 and 989 on September 15th, 2011.

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

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

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

1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
5. Public access is not permitted on the land unless agreed to by the owner.
6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Scipio Township Board
7. The term of this Agreement shall be for ~~forty-three (43)~~ years, commencing on the 1st day of January, 1983, and ending on the 31st day of December, 2025.
8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

1568 ✓

Return to:
Edward Kunesh
865 W Mosherville Rd
Litchfield MI 49252
AGREEMENT# 30-39451-123125
Extend JMP

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

State of Michigan
Department of Agriculture and Rural Development
Farmland & Open Space Preservation Program
Environmental Stewardship Division

Richard A Harlow
Richard A Harlow, Program Manager

STATE OF MICHIGAN
COUNTY OF INGHAM

On this May 9th 2018 AD, before me, a Notary Public in and for said County personally appeared Richard A Harlow, Program Manager to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

Lexava L Smith
Lexava L Smith, Notary Public
Eaton County, Michigan acting in Ingham County, Michigan
My Commission Expires: April 17, 2019

Do not write above this line - State of Michigan Use Only

IN WITNESSTHEREOF, the party(ies) have executed this Agreement as of the date notarized below.

(X) *Edward L Kunesh*
Edward L Kunesh

STATE OF MICHIGAN
COUNTY OF Hillsdale

On this 30 day of May AD 2018, before me, a Notary Public, personally appeared Edward L Kunesh to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(X) *Connie Sue Bennett* Notary Public
Comm Exp: 10/26/2020
Hillsdale County, MI acting in Hillsdale County, MI

Place Notary Stamp or Seal Here



Return to:
Edward Kunesh
865 W Mosherville Rd
Litchfield MI 49252
AGREEMENT# 30-39451-123125
Extend JMP

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

AGREEMENT #30-39452-123125

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 30 day of May AD. 2018, by and between Edward L. Kunesh, A Single Man hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Hillsdale, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

Com at SE cor of Section 7, th N 107 rods, th W 80 rods, th S 107 rods, th E 80 rods to POB; All land described is located in Section 7, T5S R3W, Scipio Township, Hillsdale County, Michigan. (53 acres)

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Hillsdale County Register of Deeds Office in Liber 1466, Page 986 and 987 on September 15th, 2011.

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

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

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

1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part hereof.
2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
5. Public access is not permitted on the land unless agreed to by the owner.
6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Scipio Township Board
7. The term of this Agreement shall be for forty-three (43) years, commencing on the 1st day of January, 1983, and ending on the 31st day of December, 2025.
8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

15/3/18
Return to:
Edward Kunesh
865 W Mosherville Rd
Litchfield MI 49252
AGREEMENT# 30-39452-123125
Extend JMP

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

State of Michigan
Department of Agriculture and Rural Development
Farmland & Open Space Preservation Program
Environmental Stewardship Division

Richard A Harlow
Richard A Harlow, Program Manager

STATE OF MICHIGAN
COUNTY OF INGHAM

On this May 9th 2018 AD, before me, a Notary Public in and for said County personally appeared Richard A Harlow, Program Manager to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

Lexava L Smith
Lexava L Smith, Notary Public
Eaton County, Michigan acting in Ingham County, Michigan
My Commission Expires: April 17, 2019

Do not write above this line - State of Michigan Use Only

IN WITNESSTHEREOF, the party(ies) have executed this Agreement as of the date notarized below.

(x) *Edward L. Kunesh*
Edward L. Kunesh

STATE OF MICHIGAN
COUNTY OF Hillsdale

On this 31 day of May AD 2018, before me, a Notary Public, personally appeared Edward L. Kunesh to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) *Connie Sue Bennett* Notary Public
Comm Exp: 10/20/2020
Hillsdale County, MI acting in Hillsdale County, MI

Place Notary Stamp or Seal Here



Return to:
Edward Kunesh
865 W Mosherville Rd
Litchfield MI 49252
AGREEMENT# 30-39452-123125
Extend JMP

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

AGREEMENT #30-39453-123125

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 30 day of May AD, 2018, by and between Edward L. Kunesh, A Single Man hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Hillsdale, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

W 60 acres of E 1/2 of the NE 1/4 of Section 18, ALSO W 1/2 of the NE 1/4, EXC 10 acres off entire W side; All land described is located in Section 18, T5S R3W, Scipio Township, Hillsdale County, Michigan. (130 acres)

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Hillsdale County Register of Deeds Office in Liber 1466, Page 984 and 985 on September 15th, 2011.

- WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and
WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and
WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).
NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:
1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
 2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
 3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
 4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
 5. Public access is not permitted on the land unless agreed to by the owner.
 6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Scipio Township Board
 7. The term of this Agreement shall be for forty-three (43) years, commencing on the 1st day of January, 1983, and ending on the 31st day of December, 2025.
 8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
 9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
 10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

865/

Return to:
Edward Kunesh
865 W Mosherville Rd
Litchfield MI 49252
AGREEMENT# 30-39453-123125
Extend JMP

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

State of Michigan
Department of Agriculture and Rural Development
Farmland & Open Space Preservation Program
Environmental Stewardship Division
Richard A Harlow
Richard A Harlow, Program Manager

STATE OF MICHIGAN
COUNTY OF INGHAM

On this May 9th 2018 AD, before me, a Notary Public in and for said County personally appeared Richard A Harlow, Program Manager to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

Lexava L Smith
Lexava L Smith, Notary Public
Eaton County, Michigan acting in Ingham County, Michigan
My Commission Expires: April 17, 2019

Do not write above this line - State of Michigan Use Only

IN WITNESSTHEREOF, the party(ies) have executed this Agreement as of the date notarized below.

(x) *Edward L. Kunesh*
Edward L Kunesh

STATE OF MICHIGAN
COUNTY OF Hillsdale

On this 30 day of May AD 2018, before me, a Notary Public, personally appeared Edward L Kunesh to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) *Connie Sue Bennett* Notary Public
Comm Exp: 10/20/2020
Hillsdale County, MI acting in Hillsdale County, MI

Place Notary Stamp or Seal Here



Return to:
Edward Kunesh
865 W Mosherville Rd
Litchfield MI 49252
AGREEMENT# 30-39453-123125
Extend JMP

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

Sally M. Hodges and Margaret N. Kelly
to
Consumers Power Company

Received for record this 24 day of August
19 37 at 11:00 o'clock A. M.

William O. Keas Register of Deeds
Parcel No. 11
T 5 S, R 3 W
Hillsdale County

RIGHT OF WAY

Sally M. Hodges, also known as Sally Hodges, Margaret N. Kelly,

first parties in consideration of One Dollar (\$ 1.00) to them
paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second party, receipt of which
is hereby acknowledged, Convey and Warranty 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 parcel S are
situate in the Township of Scipio County of Hillsdale
and State of Michigan, to-wit:

The South one-half (1/2) of the Southwest one-quarter (1/4) of the Southeast one-quarter
(1/4) of Section eight (8), and a parcel of land in the Northeast one-quarter (1/4) of Section
seventeen (17), described as beginning at the North quarter post of said Section seventeen
(17), running thence South sixteen (16) rods to a point, thence East fifteen (15) rods to a
point, thence North sixteen (16) rods to a point, thence West fifteen (15) rods to the
place of beginning, being all in Township five (5) South, Range three (3) West.

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

Second party may locate one route South of and not more than 264 feet from the center
line of the highway on the North side of said Section 17, and locate one route East of and
not more than 283 feet from the center line of the highway on the West side of said land;
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 ~~poles~~ poles and other supports, with all necessary bracers, guys, anchors, manholes and transformers, and stringing
thereon and supporting and suspending therefrom lines of wires, 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 hand S and seal S of the part ies of the first part, this 7th day of
June 19 37

Signed, Sealed and Delivered in Presence of
A. J. Trefry) Sally M. Hodges (L. S.)
Mrs. Rex Rossman) Margaret N. Kelly (L. S.)
A. J. Trefry) (L. S.)
Ivan H. Lynex) (L. S.)

STATE OF MICHIGAN,)
County of Hillsdale) ss.

On this 7th day of June, 19 37, before me, a Notary
Public of Jackson County, Michigan, acting in Hillsdale County, personally appeared
Sally M. Hodges and Margaret N. Kelly,

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

Aldis J. Trefry

My commission expires May 5, 1941 Notary Public, Jackson County Mich.

This Indenture, Made this 25th day of October

in the year of our Lord one thousand nine hundred and forty-eight
BETWEEN Roy Eberly, and Edith Eberly, husband and wife, and
Rex Eberly, a single man, parties

of the first part, and Walter Thomas and Helen Thomas of R. F. D. #2,
Jonesville, Michigan

husband and wife, as tenants by the entireties, of the second part,
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
One Dollar and other good and valuable considerations Dollars
to THEM in hand paid by the said parties of the second part, the receipt whereof is hereby confessed
and acknowledged, do es by these presents, grant, bargain, sell, remise, release, alien and confirm unto the
said parties of the second part, and their assigns, and the survivor of them, his or her heirs or assigns,
FOREVER, all those certain pieces or parcels of land situate and being in the
Township of Scipio County of Hillsdale and
State of Michigan, and described as follows, to-wit:

The Northwest quarter (1/4) of the Southeast quarter (1/4) of Section eight (8) and the North half (1/2) of the Southwest quarter (1/4) of the Southeast quarter (1/4) of Section eight (8), all being in Township five South, Range Three (3) West, and containing sixty acres of land more or less; savings and excepting from the foregoing descriptions the bed of the river; also

The Southwest fractional part of the southwest quarter of the Northeast quarter of Section eight in Town five South; Range Three west. Said land being more particularly described as commencing at the southwest corner of the northeast quarter of Section eight aforesaid, running thence North 58 rods; thence east to the west bank of the south branch of the Kalamazoo River; thence southeasterly along the west bank of the said river to the quarter line of Section eight; thence west on said line to the place of beginning, containing 18 acres more or less.

All being situated in the Township of Scipio, Hillsdale County, Michigan.

Excepting the right-of-way granted Consumers Power Company.



Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining: To Have and to Hold the said premises, as above described, with the appurtenances, unto the said parties of the second part, and to their assigns, and the survivor of them, his or her heirs or assigns, FOREVER. And the said Roy Eberly, and Edith Eberly, husband and wife, and Rex Eberly, a single man for their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the parties of the second part, their assigns, and the survivor of them, his, or her heirs or assigns, that at the time of the ensembling and delivery of these presents they are well seized of the above granted premises in Fee Simple; that they are free from all incumbrances whatever

and that they will, and their heirs, executors, administrators, shall Warrant and Defend the same against all lawful claims whatsoever.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
Anita Lee
Leon Strait
Roy Eberly
Edith Eberly
Rex Eberly
[L. S.]

STATE OF MICHIGAN,
County of Hillsdale
On this 25th day of October in the year one thousand nine hundred and forty-eight before me, a Notary Public in and for said County, personally appeared Roy Eberly and Edith Eberly, husband and wife, and Rex Eberly, a single man

to me known to be the same persons described in and who executed the within instrument, who do acknowledged the same to be their free act and deed.

Anita Lee
Notary Public, Hillsdale County, Michigan.

My commission expires September 14, 1952.

PRINT, TYPEWRITE OR STAMP names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such signatures. See Act 103, P. A. 1937.

TAX CERTIFICATE NO. 1017

3175

WARRANTY DEED

Typewriter Short Form
To Tenants by the Entirety

Roy Eberly, Edith Eberly,
Rex Eberly

TO

Walter Thomas and Helen
Thomas, his wife.

R. Z. [unclear]

REGISTRAR'S OFFICE,
Hillsdale County, Mich.

This instrument was presented and received for Record this 27th day of Nov. A. D. 1948 at 11:52 o'clock A. M., and recorded in Liber 281 of Deeds, on Page 139, as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended.

Register of Deeds.

ORNDY
FORM 321 - MULT.

123-4736

Parcel No. 2

Recorded 24 day of September
A.D. 1951 at 1:30 o'clock P.M.
Liber 293 Page 58

LIBER 293 PAGE 58

RIGHT OF WAY 2723

William D. Keck
Register of Deeds
Feb. 4/12

Gail Fogg, Lester Clevenger and Blanche Clevenger, his wife, and in her own right
first part ies, consideration of One Dollars (\$ 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 ~~wires~~ 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 of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Scipio County of Hillsdale and State of Michigan, to-wit:

A parcel of land in the Southwest one-quarter (1/4), Section eight (8) and the Southeast one-quarter (1/4), Section seven (7), Township five (5) South, Range three (3) West, described as beginning at the Southeast corner of the Southwest one-quarter (1/4) of said Section eight (8), thence West 240 rods, thence North 107 rods, thence East 240 rods, thence South 107 rods to the place of beginning excepting therefrom 1 acre out of the Southeast corner thereof being used as a cemetery.

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 said route North of and not more than two hundred fifty (250) feet from the center line of the highway on the South side of said above described land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the South line of said land.

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 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, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said 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 line of poles and wires.

WITNESS the hand S and seal S of the part ies of the first part, this 6 day of July, 1951.

Signed, Sealed and Delivered in presence of
Frederick L. Till
Frederick L. Till
Agetia Clevenger
Agetia Clevenger
Frederick L. Till
Frederick L. Till
Maise G. Lawrence
Maise G. Lawrence

Lester Clevenger (L.S.)
Lester Clevenger
Blanche Clevenger (L.S.)
Blanche Clevenger
Gail Fogg (L.S.)
Gail Fogg
(L.S.)

STATE OF MICHIGAN)
County of Hillsdale) ss.

On this 6 day of July, 1951,
before me, a Notary Public of Jackson County,
Michigan, acting in Hillsdale County, personally appeared
Lester Clevenger and Blanche Clevenger

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

Frederick L. Till
Frederick L. Till
Notary Public,
Jackson

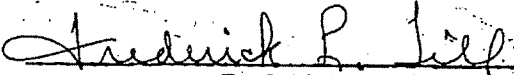
My commission expires October 4, 1954 Co., Mich.

Handwritten mark

STATE OF MICHIGAN,)
County of Hillsdale) ss.

On this 9 day of July, 1951, before me, a Notary Public of Jackson County, Michigan, acting in Hillsdale County, personally appeared Gail Fogg

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


Frederick L. Till
Notary Public, Jackson Co., Mich.

My commission expires October 4, 1954

George H. Harper and wife
(Lettie M.)
to
Consumers Power Company

Received for record this 30 day of July
19 37 at 1:00 o'clock, P. M.

William O. Keas, Register of Deeds.
Parcel No. 3.
T 5 S, R 4 W
Hillsdale County

RIGHT OF WAY

George H. Harper and Lettie M. Harper, his wife, and in her own right,

first parties, in consideration of One Dollar (\$ 1.00) to them
paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in 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 ~~WOODEN~~ 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 of land, including all public highways upon or adjacent to said parcel of land, which parcel is
situate in the Township of Litchfield County of Hillsdale
and State of Michigan, to-wit:

The East one-half (1/2) of the Northwest one-quarter (1/4) of Section nine (9), Town-
ship five (5) South, Range four (4) West.

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

Poles in said line to be set South of and not more than two hundred (200) feet
from the center line of the highway on the North side of said above described land; also
conveying the right to erect and maintain lines of poles and wires leading laterally
from said line of poles to the North line of said land.

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 ~~WOODEN~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing
thereon and supporting and suspending therefrom lines of wires, 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 line of poles and wires.

WITNESS the hand and seal of the parties of the first part, this 23rd day of
February, 19 37.

Signed, Sealed and Delivered in Presence of
Oliver H. Shaw)
E. H. Seely)
George H. Harper (L. S.)
Lettie M. Harper (L. S.)
(L. S.)
(L. S.)

STATE OF MICHIGAN, }
County of Hillsdale } ss.

On this 23rd day of February, 19 37, before me, a Notary
Public of Eaton County, Michigan, acting in Hillsdale County, personally appeared
George H. Harper and Lettie M. Harper,
to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged
the execution of the same to be their free act and deed.

Oliver H. Shaw
Notary Public, Eaton County, Mich.
My commission expires May 8, 1939



RELEASE OF RIGHT OF WAY

For and in consideration of prospective benefits to be derived by reason of the

 construction and maintaining
 of a certain Drain under the supervision of the Drain Commissioner
 of the County of Hillsdale and State of Michigan, as hereinafter described,
 I, Edward Kunesh
 of Litchfield, Michigan
 do ~~es~~ hereby convey and release to the
 Lampson Run, McIlwain & Extension drainage district,
 the Right of Way for a certain Drain, hereinafter more particularly designated and described, over and across
 the following lands owned by me (us), and situated in the Township of
Litchfield County and State aforesaid, which lands owned are described as:

N 120 A E $\frac{1}{2}$ of W $\frac{1}{2}$ of Section 9, T5S-R4W, Litchfield Township.

The Right of Way or Easement conveyed is described as: A strip of land 100 feet wide, 50 feet on each side of the centerline of said drain, which is described as commencing at a point 810 feet West of the N $\frac{1}{4}$ corner of Section 9, T5S-R4W, Litchfield Township, Hillsdale County, Michigan, thence S 30°00' E 40 feet terminating at a point 785 feet West and 35 feet South of N $\frac{1}{4}$ corner of Section 9, T5S-R4W, Litchfield Township, Hillsdale County, Michigan.

Traversing a total distance of 40 feet.

The Right of Way hereby conveyed and released is for the sole and only purpose of
 construction and maintenance
 over and across said premises a certain Drain, petition for which in writing was made on
March 12, 1976
, by
Allan D. Dawson, Erwin C. Green, Kenneth Coe, Robert L. Allen, Clair Chamberlane,
Burdette Green, Vernon Lust, Fred Lincoln, Eugene Cady, Erwin R. Green

 and others, and the necessity for which has been determined by the said
 Board of Determination bearing date July 27, 1976

 the route and course of said Drain is described as follows, to-wit: commencing at a point 910 feet
 North and 450 feet West of the East $\frac{1}{4}$ corner of Section 8, Homer Township, T4S-R4W,
 Calhoun County, Michigan thence thru Sections 17-16-21-28 & 33 all in Calhoun County,
 thence into Hillsdale County, Litchfield Township thru Sections 4-5 & 9; terminating
 at a point 785 feet West and 35 feet South of S $\frac{1}{4}$ corner of Section 4, Litchfield
 Township, T5S-R4W, Hillsdale County, Michigan.

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of said Drain as shown in the survey thereof, to which survey reference is hereby made for a more particular description, and includes a release of all claims to damages in any way arising from or incident to the opening and maintaining of said Drain across said premises; and also .50 feet of ground on either side of the center line of said Drain, for the construction thereof; and shall be deemed a sufficient conveyance to vest in the Drainage District an easement in said lands for the uses and purposes of drainage together with such rights of entry upon, passage over, deposit of excavated earth and storage of material and equipment on such lands, as may be necessary or useful for the construction, maintenance, cleaning out and repair of such drain.

Witness, hand and seal, dated

WITNESSES:

Gerald Riggs
C. ...

Edward Kunesh
Edward Kunesh

STATE OF MICHIGAN, ss.

COUNTY OF Hillsdale

On September 13, 1978, before me, Muriel B. Van Wart, Notary Public in and for said County, personally appeared Edward Kunesh

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

Muriel B. Van Wart

My Comm. Expires March 8, 1981

NOTE.

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

3272

D-6

RELEASE OF RIGHT OF WAY

IN THE MATTER OF

Lampson Run, McIlwain & Extension

TO

Edward Kunesh

Received for Record, this

JUN 27 1979 19

1:30 P.M.

Betty J. Arch

REGISTER OF DEEDS HILLSDALE COUNTY, MICHIGAN

DOUBLEDAY BROS. & CO.

0	21.3	12.30	x	6.08
1	18.3			5.11
2	19.2			5.39
3	19.5			5.44
4	19.4			5.46
5	30.3			5.76
6	19.9			5.62
7	19.7			5.57
8	18.7			5.24
9	17.0			4.65
10	15.4			4.21
11	19.5			5.30
12	19.8			5.61
13	19.4			5.46
14	18.0			5.32
15	17.6			4.87
16	19.7			5.58
17	17.1			5.08
18	16.9			4.46
19	15.9			4.62
20	15.9			4.62
21	14.8			3.92
22	15.3			4.44
23	14.2			4.05
24	13.2			3.72
25	11.8			3.36
26	10.7			2.90
27	9.8			2.60
28	9.0			2.32
29	8.8			2.35
30	10.0			2.65
31	11.0			3.01
32	11.0			3.01
33	10.9	23.30	x	2.95

x 1/100 ft per 1000 ft

Release of Right of way
 For and in consideration of the sum of one dollar
 to me hand paid by Spencer P. Bishop, the County Drain
 Commissioner of the County of Hillsdale State of Mich.
 the receipt whereof is hereby acknowledged, William Smith,
 Daniel J. Coe, George Hart and Case: D. W. Miller;
 Chas. C. Cade: Sarah King; Mary Wood; Isaac
 Tolson; W. H. Case; Thomas F. Tappan; Elizabeth Wood
 do hereby convey and release to the County of Hillsdale
 aforesaid, the right of way for a certain drain hereinafter
 more particularly designated over and across the fol-
 lowing lands owned by said parties and situated in the
 said Township of Scobio County and State aforesaid,
 and further described as follows:
 The NW 1/4 of E 1/2 of NE 1/4 Sec. 8
 The W 1/2 sec. 8 and E 1/2 of S. E. 1/4 of S. E. 1/4 Sec. 18
 The E 1/2 of NE 1/4 Sec. 19; the W 1/2 of E 1/2 of NE 1/4 Sec. 18
 The NE 1/4 of S. E. 1/4 Sec. 18; The W 20 acres of N. W. 1/4 Sec. 17
 The E 20 acres of the W 1/2 of N. W. 1/4 and W 7 acres of E 1/2 of W 1/2
 of N. W. 1/4 Sec. 17; the E 83 acres of W 1/2 of N. W. 1/4 Sec. 17;
 the E 1/4 of W 1/2 of NE 1/4 Sec. 18; the E 1/2 of W 1/2 of NE 1/4 Sec. 18
 the W 1/2 of NE 1/4 Sec. 18; the E 1/4 of NE 1/4 of N. W. 1/4 Sec. 18;
 the N. W. 1/4 Sec. 18 except said land of Thomas F. Tappan
 estate. All in T. 5 S. R. 34 W.
 The right of way hereby conveyed and released
 is for the sole and only purpose of locating and
 Elizabeth Wood's E. line crossing over and across
 said premises a certain drain application for
 which in writing was made by the 5 day of
 May, A. D. 1899 by Byron Wood; D. W. Miller; D. J.
 Coe and other, and the necessity for which
 has been determined by the said Drain Com-
 missioner in his order bearing date the first
 day of August A. D. 1899 in which said

order the route and course of said drain is described as follows: to wit.
 See off page 399. This conveyance is based upon the above described
 line of route and shall be deemed to include the extreme width of said
 drain as shown in the survey thereof, to which survey reference is
 hereby made for a more particular measurement, and in making a release for
 all claims to damages in any way arising from or incident to the
 opening and maintaining of said drain across said premises, and also
 sufficient ground on either side of the center line of said drain for the
 construction thereof and for the deposit of the excavations therefrom.

Witness my hand and seal this 11 day of August A.D. 1899
 Daniel Conger: Mary E. Hoag: Willis Smith: William Case: Sarah Rudy
 Martha A. Case: Russel A. W. Miller: Edward Barker: Elizabeth Wooden:
 J. W. Riey: County of Willard: Chas. E. Case

State of Michigan } ss.
 County of Willard }
 Be it remembered that on this 11 day of August A.D. 1899 before me a Notary Public in said County personally came Daniel C. Conger: Mary E. Hoag: Willis Smith: William Case: Sarah Rudy: Martha A. Case: R. W. Miller: Edward Barker: Elizabeth Wooden: J. W. Riey to me known to be the persons who executed the foregoing instrument, and they acknowledged the execution thereof as their free act and deed. Given Under My Hand and Seal of Office this 11th day of August 1899.
 Notary Public

State of New York } ss.
 County of Erie }
 Be it remembered that on the 26th day of August A.D. 1899 before me a Notary Public in said County personally came Chas. E. Case to me known to be the person who executed the foregoing instrument, and acknowledged the execution thereof as his free act and deed.
 C. F. Brodson, Notary Public in and for Erie County

Affidavit of Publication State of Michigan } ss.
 County of Willard }
 W. J. Tallman of said County being duly sworn according to law, deposes and says that he is forward of the Willard Herald, a newspaper published in the City of Willard in said County of Willard, and having a general circulation in said County of Willard, and elsewhere: that the within notice was printed and published in said newspaper for one successive week, beginning the day of getting mentioned in said notice, to wit: the 26th day of September A.D. 1899, that said notice was first printed and published in said newspaper on the 15th day of September A.D. 1899 without any intermission or omission, making in all two insertions of said notice in said newspaper, that the publication of said notice was on Friday of each week, but that the last publication was on Friday the 22nd day of September A.D. 1899: that during the publication of said notice he did not receive any communication from any person, and has a personal knowledge of all the facts herein set forth: that the fees for said publication are \$6.00 and further says not.
 W. J. Tallman

Sworn to and subscribed before me this 29 day of September A.D. 1899
 E. J. March, Notary Public

State of Michigan } ss.
 County of Willard }
 D. C. Bishop of the City of Willard, in said County, being duly sworn deposes and says that at his residence on the 13th day of September A.D. 1899 he served the annexed (see on page 403) notice upon Martha A. Case: R. W. Miller: Elizabeth Wooden: Mrs. Barnhart: Mrs. Taylor: the persons named in said notice by delivering to each of said persons personally a copy thereof, and further deposes and says not.