

**NOTICE OF PRIVATE ROAD
PURSUANT TO M.C.L.A 560.261 (P.A. 1967 No. 288)**

File Number: **GRC-137100**

Date:

Property Address: **V/L 00 W. AuSable Point Rd., Oscoda, Michigan 48750**

We the undersigned seller(s) hereby notify the purchaser(s) that pursuant to Section 261 of the Subdivision Control Act of 1967 that you are purchasing a parcel of land that abuts a private road which is not required to be maintained by the Board of County Road Commissioners.

SELLER(s):

/ DECEBAL NILA

Decebal Nila



The undersigned purchaser(s) hereby acknowledge that they have read the above.

PURCHASER:

Kevin Keller

This is to be attached to the deed, land contract or other instrument conveying any interest in land.

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SELLER(s):

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The undersigned purchaser(s) hereby acknowledge that they have read the above.

PURCHASER:

✓ *mk z*

Kevin Keller

This is to be attached to the deed, land contract or other instrument conveying any interest in land.

Legal Description

Land situated in the Township of Ausable, County of Iosco, State of Michigan, described as follows:

Commencing at the corner common to Sections 27, 28, 33 and 34, T23N, R9E, and the Northwest corner of the Plat of AU SABLE POINT BEACH NO. 1; thence N88°46'09"W along the line common to said Sections 28 and 33, 2646.54 feet to the 1/4 corner common to said Sections 28 and 33; thence continuing N88°46'09"W along said line, 506.40 feet to the point of beginning; thence due South, 1090.32 feet; thence S36°12'50"W along the centerline of a 66 foot wide easement for ingress and egress and installation and maintenance of public utilities, 174.32 feet; thence S88°14'01"W, 2060.78 feet; thence N00°59'22"E along the line common to said Sections 33 and 32, 748.99 feet; thence along the Southeasterly line of Lake States Railroad in the following two courses; thence N40°08'34"E, 451.02 feet; thence 303.91 feet along a 6701.75 foot radius tangent curve concave Northwesterly, through a central angle of 02°35'54" and a chord bearing and distance of N38 degrees 50'37"E, 303.88 feet; thence S88°46'09"E along the line common to said Sections 28 and 33, 1668.88 feet to the point of beginning. Being part of the Northwest 1/4 of Section 33. TOGETHER WITH AND SUBJECT TO a 66 foot wide easement for ingress and egress and the installation and maintenance of public utilities described as commencing at the corner common to Sections 27, 28, 33 and 34, T23N, R9E and the Northwest corner of the Plat of AU SABLE POINT BEACH NO. 1; thence S88°24'13"E along the line common to said Sections 27 and 34 and the Northerly line of said Au Sable Point Beach No.1, 617.25 feet to the point of beginning; thence continuing S88°24'13"E along said line, 314.37 feet; thence S03°01'44"E along the Westerly line of Highway US-23, 66.22 feet; thence N88°24'13"W, 306.48 feet; thence S68°55'27"W, 257.37 feet; thence N88°24'23"W, 390.17 feet; thence S00 degrees 37'00"W along the line common to said Sections 33 and 34 and the Westerly line of said Au Sable Point Beach No. 1, 133.44 feet; thence S59°39'49"W, 151.47 feet; thence S42°52'53"W, 303.60 feet; thence S82°01'01"W, 305.66 feet; thence S58°01'55"W, 499.91 feet; thence N86°39'53"W, 225.63 feet; thence S59°11'15"W, 255.59 feet; thence S42°31'39"W, 195.66 feet; thence S62°46'09"W, 561.74 fee; thence S00°50'00"E, 149.42 feet; thence S39°57'02"W, 132.99 feet; thence S53°24'41"W, 353.48 feet; thence S67°01'28"W, 207.72 feet; thence S54°47'24"W, 470.51 feet; thence 1°26'51"W, 400.30 feet; thence N84°18'37"W, 282.26 feet; thence N08°28'21"W, 200.80 feet; thence N41°19'29"E, 515.40 feet; thence N47°46'43"W, 464.75 feet; thence N57°38'22"E, 457.49 feet; thence N36°12'50"E, 316.81 feet; thence S53 degrees 47'10"E, 66.00 feet; thence S36°12'50"W, 329.30 feet; thence S57°38'22"W, 383.31 feet; thence S47°46'43"E, 443.06 feet; thence S41°19'29"W, 549.74 feet; thence S 08 degrees 28'21"E, 118.75 feet; thence S84°18'37"E, 210.51 feet; thence N61°26'51"E; 376.13 feet; thence N54 degrees 47'24"E, 473.74 feet; thence N67°01'28"E, 206.91 feet; thence N53 degrees 24'41"E, 337.82 feet; thence N39°57'02"E, 100.67 feet; thence N00°50'00"W, 165.81 feet; thence N62°46'09"E, 590.88 feet; thence N42°31'39"E, 193.54 feet; thence N59°11'15"E, 285.52 feet; thence S86°39'53"E, 224.90 feet; thence N58°01'55"E, 492.93 feet; thence N82°01'01"E, 296.22 feet; thence N42°52'53"E, 289.88 feet; thence N59°39'49"E, 123.83 feet; thence N00°37'00"E, 163.19 feet; thence S88°24'23"E, 444.08 feet; thence N68°55'27"E, 257.37 feet to the point of beginning.

ALSO that part of the NE 1/4 of the NE /14, lying Southeasterly of the D&M Railroad Right of Way, Section 32, T23N, R9E, Ausable Township, Iosco County, Michigan.

Commonly Known As: V/L 00 W. AuSable Point Rd., Oscoda, Michigan 48750

Tax Identification No: 68-020-032-100-001-10 (Section 32), 68-020-033-200-002-00 (Section 33)

STATE OF MICHIGAN
OSCEO COUNTY

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

DONITA H. COLE
REGISTER OF DEEDS



**QUIT CLAIM
SALE DEED**

No. 204790

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

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

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

hereafter called "Grantee".

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

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

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

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

PR 6303 (Rev. 06/09/1999)

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

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

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

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

Signed, Sealed and Delivered in Presence of:

Kimberly A. Kolich
Kimberly A. Kolich

Patricia A. Simon
Patricia A. Simon

MICHIGAN DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN

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

STATE
OF
MICHIGAN } ss.
County of Ingham

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

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

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

Prepared by:

KIMBERLY A. KOLICH
LAND AND MINERAL SERVICES DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
P.O. BOX 30448
LANSING MI 48908-7948

My commission Expires: February 21, 2003

AFTER RECORDING, RETURN TO:

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

RECEIVED



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



LIBER 865

PAGE 290

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DECLARATION OF PRIVATE ROADWAY EASEMENT

THIS DECLARATION OF PRIVATE ROADWAY EASEMENT is made this 3rd day of October, 2005, by and between GEORGE F. RIETH, JR., a single man, of 1008 North Tawas Lake Road, East Tawas, Michigan 48730, ("Developer"), and the AuSABLE POINTE WEST LAND OWNERS' ASSOCIATION, a voluntary unincorporated association ("Association"), the address of which is 1008 North Tawas Lake Road, East Tawas, Michigan 48730.

Recitals

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

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

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

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

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

All of the Parcels are presently owned by Developer.

Section 1. Easement

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

7/32



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

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

Section 2. Repair and Maintenance of Easement; Capital Improvements

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

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

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

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

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

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

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



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

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

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

Section 3. Subdivision

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

Section 4. Assignment of Rights

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

Section 5. Amendment

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



Section 6. Binding Agreement

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

Section 7. Voting

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

Section 8. Transfer Tax Exemptions

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


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

Signed the date first set forth above.


George F. Rieth, Jr., Developer

State of Michigan)
County of Iosco) ss.

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


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

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

DESCRIPTION OF PROPERTY

COMMENCING AT THE CORNER COMMON TO SECTIONS 28, 29, 32, AND 33, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN; THENCE SOUTH 88°46'09" EAST ALONG THE NORTH LINE OF SAID SECTION 33, 471.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°46'09" EAST ALONG SAID LINE, 2175.29 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION; THENCE CONTINUING SOUTH 88°46'09" EAST ALONG SAID LINE, 2646.54 FEET TO THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 88°24'13" EAST ALONG THE NORTH LINE OF "AU SABLE POINT BEACH NO. 1" RECORDED IN LIBER 4 OF PLATS ON PAGES 18 AND 19 IN IOSCO COUNTY RECORDS, 931.83 FEET AS MONUMENTED (RECORDED AS 931.92 FEET); THENCE SOUTH 03°01'44" EAST ALONG THE EASTERLY RIGHT OF WAY OF HIGHWAY US-23 SO-CALLED AS MONUMENTED, 165.72 FEET (RECORDED AS 165.78 FEET); THENCE NORTH 88°24'23" WEST ALONG THE SOUTH LINE OF LOT 4 OF SAID "AU SABLE POINT BEACH NO. 1", 942.16 FEET AS MONUMENTED (RECORDED AS 942.52 FEET); THENCE SOUTH 00°37'00" WEST ALONG THE EAST LINE OF SAID SECTION 33, 2478.88 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE NORTH 89°10'18" WEST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 33, 5310.25 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 32 AND 33; THENCE SOUTH 88°37'20" WEST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 32, 1762.20 FEET; THENCE NORTH 40°08'34" EAST ALONG THE SOUTHEASTERLY RIGHT OF WAY FOR GREAT LAKES RAILROAD SO-CALLED, 1783.31 FEET; THENCE NORTH 66°14'01" EAST ALONG THE NORTH 1/16 LINE OF SAID SECTION 32, 635.45 FEET; THENCE NORTH 00°59'22" EAST ALONG THE WEST LINE OF SAID SECTION 33, 748.99 FEET; THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY FOR SAID GREAT LAKES RAILROAD IN THE FOLLOWING TWO (2) COURSES; THENCE NORTH 40°08'34" EAST, 451.02 FEET; THENCE 303.91 FEET ALONG A 6701.75 FOOT RADIUS TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 02°35'54" AND A CHORD BEARING AND DISTANCE OF NORTH 38°50'37" EAST, 303.88 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING LOTS 2 AND 4 OF SAID "AU SABLE POINT BEACH NO. 1" AND A PART OF THE NORTH 1/2 OF SAID SECTION 33 AND A PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32 AND CONTAINS 381.16 ACRES OF LAND, MORE OR LESS. ALSO, BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°46'09" EAST ALONG THE NORTH LINE OF SAID SECTION 33, 346.64 FEET; THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF SAID GREAT LAKES RAILROAD IN THE FOLLOWING TWO (2) COURSES; THENCE 225.58 FEET ALONG A 6601.75 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 01°57'28" AND A CHORD BEARING AND DISTANCE OF SOUTH 39°09'50" WEST, 225.58 FEET; THENCE SOUTH 40°08'34" WEST, 328.20 FEET; THENCE NORTH 00°59'22" EAST ALONG THE WEST LINE OF SAID SECTION 33, 433.29 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33 AND CONTAINS 1.74 ACRES OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD IF ANY.

DESCRIPTION OF PARCEL 7

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

BEARINGS ARE BASED UPON GEODETIC NORTH.

DESCRIPTION OF ROADWAY EASEMENT

HAVING AND GRANTING RIGHTS FOR A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES DESCRIBED AS COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE SOUTH 88°24'13" EAST ALONG THE LINE COMMON TO SAID SECTIONS 27 AND 34 AND THE NORTHERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 617.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°24'13" EAST ALONG SAID LINE, 314.37 FEET; THENCE SOUTH 03°01'44" EAST ALONG THE WESTERLY LINE OF HIGHWAY US-23 SO-CALLED, 66.22 FEET; THENCE NORTH 88°24'13" WEST, 306.48 FEET; THENCE SOUTH 68°55'27" WEST, 257.37 FEET; THENCE NORTH 88°24'23" WEST, 390.17 FEET; THENCE SOUTH 00°37'00" WEST ALONG THE LINE COMMON TO SAID SECTIONS 33 AND 34 AND THE WESTERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 133.44 FEET; THENCE SOUTH 59°39'49" WEST, 151.47 FEET; THENCE SOUTH 42°52'53" WEST, 303.60 FEET; THENCE SOUTH 82°01'01" WEST, 305.66 FEET; THENCE SOUTH 58°01'55" WEST, 499.91 FEET; THENCE NORTH 86°39'53" WEST, 225.63 FEET; THENCE SOUTH 59°11'15" WEST, 255.59 FEET; THENCE SOUTH 42°31'39" WEST, 195.66 FEET; THENCE SOUTH 62°46'09" WEST, 561.74 FEET; THENCE SOUTH 00°50'00" EAST, 149.42 FEET; THENCE SOUTH 39°57'02" WEST, 132.99 FEET; THENCE SOUTH 53°24'41" WEST, 353.48 FEET; THENCE SOUTH 67°01'28" WEST, 207.72 FEET; THENCE SOUTH 54°47'24" WEST, 470.51 FEET; THENCE SOUTH 61°26'51" WEST, 400.30 FEET; THENCE NORTH 84°18'37" WEST, 282.26 FEET; THENCE NORTH 08°28'21" WEST, 200.80 FEET; THENCE NORTH 41°19'29" EAST, 515.40 FEET; THENCE NORTH 47°46'43" WEST, 464.75 FEET; THENCE NORTH 57°38'22" EAST, 457.49 FEET; THENCE NORTH 36°12'50" EAST, 316.81 FEET; THENCE SOUTH 53°47'10" EAST, 68.00 FEET; THENCE SOUTH 36°12'50" WEST, 329.30 FEET; THENCE SOUTH 57°38'22" WEST, 383.31 FEET; THENCE SOUTH 47°46'43" EAST, 443.08 FEET; THENCE SOUTH 41°19'29" WEST, 549.74 FEET; THENCE SOUTH 08°28'21" EAST, 118.75 FEET; THENCE SOUTH 84°18'37" EAST, 210.51 FEET; THENCE NORTH 61°26'51" EAST, 376.13 FEET; THENCE NORTH 54°47'24" EAST, 473.74 FEET; THENCE NORTH 67°01'28" EAST, 206.91 FEET; THENCE NORTH 53°24'41" EAST, 337.82 FEET; THENCE NORTH 39°57'02" EAST, 100.67 FEET; THENCE NORTH 00°50'00" WEST, 165.81 FEET; THENCE NORTH 62°46'09" EAST, 590.88 FEET; THENCE NORTH 42°31'39" EAST, 193.54 FEET; THENCE NORTH 59°11'15" EAST, 285.52 FEET; THENCE SOUTH 86°39'53" EAST, 224.90 FEET; THENCE NORTH 58°01'55" EAST, 492.93 FEET; THENCE NORTH 82°01'01" EAST, 296.22 FEET; THENCE NORTH 42°52'53" EAST, 289.88 FEET; THENCE NORTH 59°39'49" EAST, 123.83 FEET; THENCE NORTH 00°37'00" EAST, 163.19 FEET; THENCE SOUTH 88°24'23" EAST, 444.08 FEET; THENCE NORTH 68°55'27" EAST, 257.37 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED UPON GEODETIC NORTH.



LIBER 906

PAGE 805 - 810

DECLARATION OF EASEMENT

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

Recitals

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

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

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

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

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

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

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

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

6/29

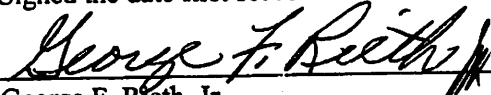


Easement

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


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

Signed the date first set forth above.


George F. Rieth, Jr.

State of Michigan)
County of Iosco) ss.

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


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

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

DESCRIPTION OF PROPERTY

COMMENCING AT THE CORNER COMMON TO SECTIONS 28, 29, 32, AND 33, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN; THENCE SOUTH 88°46'09" EAST ALONG THE NORTH LINE OF SAID SECTION 33, 471.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°46'09" EAST ALONG SAID LINE, 2175.29 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION; THENCE CONTINUING SOUTH 88°46'09" EAST ALONG SAID LINE, 2648.54 FEET TO THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 88°24'13" EAST ALONG THE NORTH LINE OF "AU SABLE POINT BEACH NO. 1" RECORDED IN LIBER 4 OF PLATS ON PAGES 18 AND 19 IN IOSCO COUNTY RECORDS, 931.63 FEET AS MONUMENTED (RECORDED AS 931.92 FEET); THENCE SOUTH 03°01'44" EAST ALONG THE EASTERLY RIGHT OF WAY OF HIGHWAY US-23 SO-CALLED AS MONUMENTED, 165.72 FEET (RECORDED AS 165.78 FEET); THENCE NORTH 88°24'23" WEST ALONG THE SOUTH LINE OF LOT 4 OF SAID "AU SABLE POINT BEACH NO. 1", 942.16 FEET AS MONUMENTED (RECORDED AS 942.52 FEET); THENCE SOUTH 00°37'00" WEST ALONG THE EAST LINE OF SAID SECTION 33, 2478.88 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE NORTH 89°10'18" WEST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 33, 5310.25 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 32 AND 33; THENCE SOUTH 88°37'20" WEST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 32, 1762.20 FEET; THENCE NORTH 40°08'34" EAST ALONG THE SOUTHEASTERLY RIGHT OF WAY FOR GREAT LAKES RAILROAD SO-CALLED, 1783.31 FEET; THENCE NORTH 88°14'01" EAST ALONG THE NORTH 1/16 LINE OF SAID SECTION 32, 635.45 FEET; THENCE NORTH 00°59'22" EAST ALONG THE WEST LINE OF SAID SECTION 33, 748.99 FEET; THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY FOR SAID GREAT LAKES RAILROAD IN THE FOLLOWING TWO (2) COURSES; THENCE NORTH 40°08'34" EAST, 451.02 FEET; THENCE 303.91 FEET ALONG A 6701.75 FOOT RADIUS TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 02°35'54" AND A CHORD BEARING AND DISTANCE OF NORTH 38°50'37" EAST, 303.88 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING LOTS 2 AND 4 OF SAID "AU SABLE POINT BEACH NO. 1" AND A PART OF THE NORTH 1/2 OF SAID SECTION 33 AND A PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32 AND CONTAINS 361.16 ACRES OF LAND, MORE OR LESS. ALSO, BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°46'09" EAST ALONG THE NORTH LINE OF SAID SECTION 33, 346.64 FEET; THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF SAID GREAT LAKES RAILROAD IN THE FOLLOWING TWO (2) COURSES; THENCE 225.58 FEET ALONG A 6601.75 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 01°57'28" AND A CHORD BEARING AND DISTANCE OF SOUTH 39°09'50" WEST, 225.56 FEET; THENCE SOUTH 40°08'34" WEST, 328.20 FEET; THENCE NORTH 00°59'22" EAST ALONG THE WEST LINE OF SAID SECTION 33, 433.29 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33 AND CONTAINS 1.74 ACRES OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD IF ANY.



DESCRIPTION OF PARCEL 1

COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE NORTH 88°46'09" WEST ALONG THE LINE COMMON TO SAID SECTIONS 28 AND 33, 2646.54 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 28 AND 33; THENCE CONTINUING NORTH 88°46'09" WEST ALONG SAID LINE, 506.40 FEET TO THE POINT OF BEGINNING; THENCE DUE SOUTH, 1090.32 FEET; THENCE SOUTH 36°12'50" WEST ALONG THE CENTERLINE OF A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, 174.32 FEET; THENCE SOUTH 88°14'01" WEST, 2060.78 FEET; THENCE NORTH 00°59'22" EAST ALONG THE LINE COMMON TO SAID SECTION 33 AND SECTION 32, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN, 748.99 FEET; THENCE ALONG THE SOUTHEASTERLY LINE OF LAKE STATES RAILROAD SO-CALLED IN THE FOLLOWING TWO (2) COURSES; THENCE NORTH 40°08'34" EAST, 451.02 FEET; THENCE 303.91 FEET ALONG A 6701.75 FOOT RADIUS TANGENT CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 02°35'54" AND A CHORD BEARING AND DISTANCE OF NORTH 38°50'37" EAST, 303.88 FEET; THENCE SOUTH 88°46'09" EAST ALONG THE LINE COMMON TO SAID SECTIONS 28 AND 33, 1668.88 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING A PART OF THE NORTHWEST 1/4 OF SAID SECTION 33 AND CONTAINS 60.01 ACRES OF LAND, MORE OR LESS. HAVING AND GRANTING RIGHTS FOR A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES DESCRIBED AS COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE SOUTH 88°24'13" EAST ALONG THE LINE COMMON TO SAID SECTIONS 27 AND 34 AND THE NORTHERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 617.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°24'13" EAST ALONG SAID LINE, 314.37 FEET; THENCE SOUTH 03°01'44" EAST ALONG THE WESTERLY LINE OF HIGHWAY US-23 SO-CALLED, 66.22 FEET; THENCE NORTH 88°24'13" WEST, 308.48 FEET; THENCE SOUTH 68°55'27" WEST, 257.37 FEET; THENCE NORTH 88°24'23" WEST, 390.17 FEET; THENCE SOUTH 00°37'00" WEST ALONG THE LINE COMMON TO SAID SECTIONS 33 AND 34 AND THE WESTERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 133.44 FEET; THENCE SOUTH 59°39'49" WEST, 151.47 FEET; THENCE SOUTH 42°52'53" WEST, 303.60 FEET; THENCE SOUTH 82°01'01" WEST, 305.66 FEET; THENCE SOUTH 58°01'55" WEST, 499.91 FEET; THENCE NORTH 86°39'53" WEST, 225.63 FEET; THENCE SOUTH 59°11'15" WEST, 255.59 FEET; THENCE SOUTH 42°31'39" WEST, 195.66 FEET; THENCE SOUTH 62°46'09" WEST, 561.74 FEET; THENCE SOUTH 00°50'00" EAST, 149.42 FEET; THENCE SOUTH 39°57'02" WEST, 132.99 FEET; THENCE SOUTH 53°24'41" WEST, 353.48 FEET; THENCE SOUTH 67°01'28" WEST, 207.72 FEET; THENCE SOUTH 54°47'24" WEST, 470.51 FEET; THENCE SOUTH 61°26'51" WEST, 400.30 FEET; THENCE NORTH 84°18'37" WEST, 282.26 FEET; THENCE NORTH 08°28'21" WEST, 200.80 FEET; THENCE NORTH 41°19'29" EAST, 515.40 FEET; THENCE NORTH 47°46'43" WEST, 464.75 FEET; THENCE NORTH 57°38'22" EAST, 457.49 FEET; THENCE NORTH 36°12'50" EAST, 316.81 FEET; THENCE SOUTH 53°47'10" EAST, 66.00 FEET; THENCE SOUTH 36°12'50" WEST, 329.30 FEET; THENCE SOUTH 57°38'22" WEST, 383.31 FEET; THENCE SOUTH 47°46'43" EAST, 443.06 FEET; THENCE SOUTH 41°19'29" WEST, 549.74 FEET; THENCE SOUTH 08°28'21" EAST, 118.75 FEET; THENCE SOUTH 84°18'37" EAST, 210.51 FEET; THENCE NORTH 61°26'51" EAST, 376.13 FEET; THENCE NORTH 54°47'24" EAST, 473.74 FEET; THENCE NORTH 67°01'28" EAST, 206.91 FEET; THENCE NORTH 53°24'41" EAST, 337.82 FEET; THENCE NORTH 39°57'02" EAST, 100.67 FEET; THENCE NORTH 00°50'00" WEST, 165.81 FEET; THENCE NORTH 62°46'09" EAST, 590.88 FEET; THENCE NORTH 42°31'39" EAST, 193.54 FEET; THENCE NORTH 59°11'15" EAST, 285.52 FEET; THENCE SOUTH 86°39'53" EAST, 224.90 FEET; THENCE NORTH 58°01'55" EAST, 492.93 FEET; THENCE NORTH 82°01'01" EAST, 296.22 FEET; THENCE NORTH 42°52'53" EAST, 289.88 FEET; THENCE NORTH 59°39'49" EAST, 123.83 FEET; THENCE NORTH 00°37'00" EAST, 163.19 FEET; THENCE SOUTH 88°24'23" EAST, 444.08 FEET; THENCE NORTH 68°55'27" EAST, 257.37 FEET TO THE POINT OF BEGINNING. ALSO BEING SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD IF ANY.



DESCRIPTION OF PARCEL 12

COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE NORTH 88°46'09" WEST ALONG THE LINE COMMON TO SAID SECTIONS 28 AND 33, 2646.54 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 28 AND 33; THENCE CONTINUING NORTH 88°46'09" WEST ALONG SAID LINE, 2646.54 FEET TO THE CORNER COMMON TO SECTIONS 29 AND 32, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND SAID SECTIONS 28 AND 33; THENCE SOUTH 00°59'22" WEST ALONG THE LINE COMMON TO SAID SECTIONS 32 AND 33, 1340.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°14'01" EAST, 2060.78 FEET; THENCE ALONG THE CENTERLINE OF A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES IN THE FOLLOWING FOUR (4) COURSES; THENCE SOUTH 36°12'50" WEST, 148.74 FEET; THENCE SOUTH 57°38'22" WEST, 420.40 FEET; THENCE SOUTH 47°46'43" EAST, 453.91 FEET; THENCE SOUTH 41°19'29" WEST, 172.19 FEET; THENCE DUE WEST, 1851.63 FEET TO A POINT ON THE LINE COMMON TO SAID SECTIONS 32 AND 33; THENCE CONTINUING DUE WEST ALONG SAID LINE, 1209.97 FEET; THENCE NORTH 40°08'34" EAST ALONG THE SOUTHEASTERLY LINE OF LAKE STATES RAILROAD SO-CALLED, 910.79 FEET; THENCE NORTH 88°14'01" EAST ALONG THE NORTH 1/16 LINE OF SAID SECTION 32 (NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4), 635.45 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING A PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32 AND PART OF THE NORTH 1/2 OF SAID SECTION 33 AND CONTAINS 46.44 ACRES OF LAND, MORE OR LESS. HAVING AND GRANTING RIGHTS FOR A 66-FOOT WIDE EASEMENT FOR INGRESS-EGRESS AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES DESCRIBED AS COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T23N-R9E, AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN AND THE NORTHWEST CORNER OF THE PLAT OF "AU SABLE POINT BEACH NO. 1", A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF SAID SECTION 34; THENCE SOUTH 88°24'13" EAST ALONG THE LINE COMMON TO SAID SECTIONS 27 AND 34 AND THE NORTHERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 617.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°24'13" EAST ALONG SAID LINE, 314.37 FEET; THENCE SOUTH 03°01'44" EAST ALONG THE WESTERLY LINE OF HIGHWAY US-23 SO-CALLED, 66.22 FEET; THENCE NORTH 88°24'13" WEST, 306.48 FEET; THENCE SOUTH 68°55'27" WEST, 257.37 FEET; THENCE NORTH 88°24'23" WEST, 390.17 FEET; THENCE SOUTH 00°37'00" WEST ALONG THE LINE COMMON TO SAID SECTIONS 33 AND 34 AND THE WESTERLY LINE OF SAID "AU SABLE POINT BEACH NO. 1", 133.44 FEET; THENCE SOUTH 59°39'49" WEST, 151.47 FEET; THENCE SOUTH 42°52'53" WEST, 303.60 FEET; THENCE SOUTH 82°01'01" WEST, 305.66 FEET; THENCE SOUTH 58°01'55" WEST, 499.91 FEET; THENCE NORTH 86°39'53" WEST, 225.63 FEET; THENCE SOUTH 59°11'15" WEST, 255.59 FEET; THENCE SOUTH 42°31'39" WEST, 195.66 FEET; THENCE SOUTH 62°46'09" WEST, 561.74 FEET; THENCE SOUTH 00°50'00" EAST, 149.42 FEET; THENCE SOUTH 39°57'02" WEST, 132.99 FEET; THENCE SOUTH 53°24'41" WEST, 353.48 FEET; THENCE SOUTH 67°01'28" WEST, 207.72 FEET; THENCE SOUTH 54°47'24" WEST, 470.51 FEET; THENCE SOUTH 61°26'51" WEST, 400.30 FEET; THENCE NORTH 84°18'37" WEST, 282.26 FEET; THENCE NORTH 08°28'21" WEST, 200.80 FEET; THENCE NORTH 41°19'29" EAST, 516.40 FEET; THENCE NORTH 47°46'43" WEST, 464.75 FEET; THENCE NORTH 57°38'22" EAST, 457.49 FEET; THENCE NORTH 36°12'50" EAST, 316.81 FEET; THENCE SOUTH 53°47'10" EAST, 66.00 FEET; THENCE SOUTH 36°12'50" WEST, 329.30 FEET; THENCE SOUTH 57°38'22" WEST, 383.31 FEET; THENCE SOUTH 47°46'43" EAST, 443.06 FEET; THENCE SOUTH 41°19'29" WEST, 549.74 FEET; THENCE SOUTH 08°28'21" EAST, 118.75 FEET; THENCE SOUTH 84°18'37" EAST, 210.51 FEET; THENCE NORTH 61°26'51" EAST, 376.13 FEET; THENCE NORTH 54°47'24" EAST, 473.74 FEET; THENCE NORTH 67°01'28" EAST, 206.91 FEET; THENCE NORTH 53°24'41" EAST, 337.82 FEET; THENCE NORTH 39°57'02" EAST, 100.67 FEET; THENCE NORTH 00°50'00" WEST, 165.81 FEET; THENCE NORTH 62°46'09" EAST, 590.88 FEET; THENCE NORTH 42°31'39" EAST, 193.54 FEET; THENCE NORTH 59°11'15" EAST, 285.52 FEET; THENCE SOUTH 86°39'53" EAST, 224.90 FEET; THENCE NORTH 58°01'55" EAST, 492.93 FEET; THENCE NORTH 82°01'01" EAST, 296.22 FEET; THENCE NORTH 42°52'53" EAST, 289.88 FEET; THENCE NORTH 59°39'49" EAST, 123.83 FEET; THENCE NORTH 00°37'00" EAST, 163.19 FEET; THENCE SOUTH 88°24'23" EAST, 444.08 FEET; THENCE NORTH 68°55'27" EAST, 257.37 FEET TO THE POINT OF BEGINNING. ALSO BEING SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD IF ANY.

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

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



RECORDED
09/06/2011 10:20:17 AM
BONITA M. COYLE REG OF DEEDS IOSCO CO. MI



LIBER 1029

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GRANT OF EASEMENT

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

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

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

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

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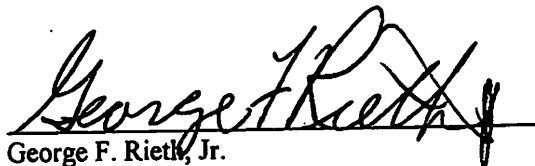


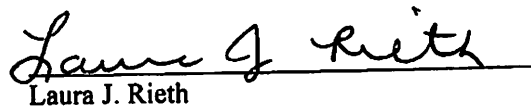
and Grantee may cover the roadway with gravel but may not pave the same without written permission from Grantor or her successors or assigns. The roadway shall be for use by Grantee, its successors and assigns, and family members and guests thereof, for ingress and egress relative to the Benefitted Property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

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

SIGNED the date first set forth above.


GRANTOR


George F. Rieth, Jr.


Laura J. Rieth

STATE OF MICHIGAN)
IOSCO COUNTY) ss.

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

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



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GRANTEE

Christopher M. Dubey
Christopher M. Dubey

Yvette R. Dubey
Yvette R. Dubey

STATE OF MICHIGAN)
Macomb COUNTY) ss.

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

Karen M. Laube
_____, Notary public

State of Michigan, County of _____

My commission expires: _____

Acting in the County of _____

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

Drafted by and when recorded to be returned to:

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