



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Old Republic National Title Insurance Company**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of Corporate Settlement Solutions

Authorized Signatory



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; [and]
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing[and authenticated by a person authorized by the Company].
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.



- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



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

Issuing Agent: Corporate Settlement Solutions
Issuing Office:
Issuing Office's ALTA® Registry ID: 1010455
Loan ID Number:
Commitment Number:
Issuing Office File Number: MI-538317
Property Address: 000 West Harrison Road, Alma, MI 48801
Revision Number:

SCHEDULE A

1. Commitment Date: June 12, 2023 8:00AM
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: **TBD TBD**
Proposed Amount of Insurance: **TBD**
The estate or interest to be insured: _____
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: _____
 - c. _____ ALTA® _____ Policy
Proposed Insured: _____
Proposed Amount of Insurance: \$ _____
The estate or interest to be insured: _____
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: **Craig D. McClintic and Margaret S. McClintic, as Co-Trustees of The Craig D. McClintic and Margaret S. McClintic Revocable Living Trust dated February 18, 2011**
5. The Land is described as follows: Township of Arcada, County of Gratiot, State of Michigan, to-wit:

SEE CONTINUATION OF SCHEDULE A FOR LEGAL DESCRIPTION

Issued through the Office of Corporate Settlement Solutions

By:



Authorized Signatory



SCHEDULE A (Continued)

A parcel of land being part of the E 1/2 of the NW 1/4 of Section 13, T11N - R3W, Arcada Township, Gratiot County, Michigan described as beginning at the N 1/4 corner of Section 13, thence South 00°15'43" West along the N-S 1/4 line 2634.45 feet to the C. 1/4 corner of Section 13, thence North 89°55'17" West along the E-W 1/4 line 1300.54 feet to the W 1/8 line, thence North 00°10'13" East along the West 1/8 line, 1317.27 feet, thence South 89°22'37" East 633.72 feet, thence South 03°09'02" East 15.34 feet, thence South 89°55'03" East parallel with the North Section line 634.90 feet, thence North 00°15'43" East parallel with the N-S 1/4 line 1338.56 feet to the North Section line, thence South 89°55'03" East along the North section line 33.00 feet to the point of beginning.



SCHEDULE B, PART I—Requirements

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.

Deed from the Authorized Trustee(s) of The Craig D. McClintic and Margaret S. McClintic Revocable Living Trust dated February 18, 2011 to TBD TBD, conveying the subject property.

5. You must tell us in writing of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Provide evidence of payment of all special assessments due hereunder.
7. Provide evidence of payment of all taxes due.
8. In order to issue the subject policy, the following item is required: Owner's Affidavit.
9. Submit for approval and record proper Certificate of Trust Existence and Authority for The Craig D. McClintic and Margaret S. McClintic Revocable Living Trust dated February 18, 2011 in compliance with MCL 700.7913, as amended, signed or otherwise authenticated by the settlor, any trustee, or an attorney for the settlor or trustee. which shall contain the following:
 - (a) The name of the trust, the date of the trust, and the date of each operative trust instrument.
 - (b) The name and address of each current trustee.
 - (c) The powers of the trustee relating to the purposes for which the certificate of trust is being offered.
 - (d) The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
 - (e) The authority of co-trustees to sign on behalf of the trust or otherwise authenticate on behalf of the trust and whether all or less than all of the co-trustees are required to exercise powers of the trustee.
 - (f) Legal description of the property.
 - (g) A statement that the trust has not been revoked, modified, or amended in any manner that would cause the representations included in the certificate of trust to be incorrect.

NOTE: A Certificate of Trust Existence and Authority relative to the affected property is recorded in [Liber 943, Page 129](#).

NOTE: An Affidavit of Trust Status confirming that the Trust has not been amended since the date of the



File Number: MI-538317

Certificate of Trust is required to be executed. If the Trust has been amended since the date of the Certificate of Trust, a new Certificate of Trust executed after all amendments is required.

10. Record Partial Discharge of Mortgage recorded in Liber 943, Page 135 or SAME WILL APPEAR ON THE FINAL POLICY.
11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

In the event Corporate Settlement Solutions does not close the mortgage transaction, the recording of the insured Mortgage must be within 30 days of execution of the respective Mortgage, or the following exception will be shown on the final policy: Loss of priority or validity of the insured Mortgage arising out of any Bankruptcy of the Mortgagor.

Notice: Please be aware that 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.



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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Encroachments, overlaps, boundary line disputes, variations, violations or adverse circumstances which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements, not shown by the public records and existing water, mineral, oil and exploration rights.
4. Rights or claims of parties in possession not shown by the public records and any facts, rights, interests or claims that aren't shown by public records but that could be ascertained by an inspection of the land or inquiry of persons in possession 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. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
7. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
8. Taxes or special assessments which are not shown as existing liens by the public records.
9. The violation or enforcement of any federal, state or local law relating to the use of the Land. Neither this Exception nor the issuance of this Commitment in any way limits any Exclusion from Coverage contained in this Commitment.
10. For informational purposes only, the vesting deed is recorded in [Liber 943, Page 125](#) **See Attached Document**
11. Property Identification Number: 29-01-013-004-20 (New for 2024)
Parent Parcel: 29-01-013-004-01
2022 and prior taxes are paid.
2022 Summer base tax was \$836.12.
2022 Winter base tax was \$1,427.68.
2023 SEV - \$205,600. Taxable Value - \$205,600. 100AG% Homestead.

NOTE: The property will continue to be billed under the above cited Parent Property Identification Number until the new number goes into effect.
12. Any increase in property taxes over the above stated amounts due to the denial of a Homestead Exemption is expressly excepted from the coverage provided herein.
13. Easement in favor of Consumers Power Company recorded in [Liber 428, Page 710](#). **See Attached Document**



File Number: MI-538317

14. Release of Right of Way conveying said Right of Way to the County of Gratiot in [Liber 442, Page 497](#). **See Attached Document**
15. Affidavit Attesting Qualified Agricultural Property Shall Remain Qualified Agricultural Property exemption executed by Craig D. McClintic and Margaret S. McClintic, Trustees of the Craig D. McClintic and Margaret S. McClintic Revocable Living Trust, dated June 7, 2013 and recorded June 17, 2013, in [Liber 943, Page 150](#). Owner is responsible for the recapture tax provided by the Agricultural property Recapture Act which is due when the instruments transferring the property are recorded with the Register of Deeds. **See Attached Document**
16. State of Michigan-Farmland Development Rights Agreement executed by Craig D. McClintic and Margaret S. McClintic, Husband and Wife and the Department of Agriculture for and on behalf of the State of Michigan, dated February 28, 2017 and recorded March 22, 2017, in [Liber 1001, Page 44](#). Owner is responsible for the recapture tax provided by the Agricultural Property Recapture Act which is due when the instruments transferring the property are recorded with the Register of Deeds. **See Attached Document**
17. Stipulated Order Regarding Defendant State of Michigan - Department of Agriculture and Rural Development recorded October 8, 2020 in [Liber 1067, Page 1374](#). **See Attached Document**
18. [Consent Judgment](#), Gratiot County Circuit County Case No. 19-0361-CH, Isabella Bank v. McClintic Farms, L.L.C. filed November 3, 2020. **Purchaser will receive property free and clear of said judgment.**
19. Future Advance Mortgage from Frances L. McClintic, not personally but as Trustee on behalf of The Frances L. McClintic Revocable Living Trust #2 and Frances L. McClintic, not personally but as Trustee on behalf of The Arthur J. McClintic Revocable Living Trust and Craig D. McClintic and Margaret S. McClintic, not personally but as Trustees on behalf of The Craig D. McClintic and Margaret S. McClintic Revocable Living Trust and Craig McClintic and Margaret McClintic, husband and wife, securing Isabella Bank, dated June 7, 2013, recorded June 17, 2013 in [Liber 943, Page 135](#). (Covers Additional Land) **Purchaser will receive property free and clear of said judgment.**
20. FOR INFORMATIONAL PURPOSES ONLY. In accordance with the terms and provisions of the Commitment jacket, 'This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company'.

ella



RECEIVED REGISTER OF DEEDS GRATIOT COUNTY, MI



STATE OF MICHIGAN - GRATIOT COUNTY RECORDED 06/17/2013 11:54:18 AM MARY MERCHANT - REGISTER OF DEEDS

2013 JUN 17 A 10:44

RECEIPT# 2606, STATION QUIT CLAIM DEED \$17.00

QUIT CLAIM DEED

Corporate Settlement Solutions

The Grantor, Craig McClintic and Margaret McClintic, husband and wife
whose address is aka Craig D. McClintic and Margaret S. McClintic
quit claim to 926 W. Harrison Road, Alma, MI 48801
whose address is Craig McClintic and Margaret S. McClintic, as Co-Trustees of The
Craig D. McClintic and Margaret S. McClintic Revocable Living Trust
dated February 18, 2011
whose address is 926 W Harrison Road, Alma, MI 48801

the following described premises situated in the Township of Arcada, Gratiot County, property in the State of Michigan

Parcel 1: The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 12, Township 11 North, Range 3 West, Arcada Township, Gratiot County, Michigan, EXCEPT 325 feet North and South by 203 feet East and West in the Southwest corner of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of said Section.

Parcel 2: The East Half (E1/2) of the Northwest Quarter (NW1/4) of Section 13, Township 11 North, Range 3 West, Gratiot County, Michigan, EXCEPT Commencing 400 feet East of Northwest corner of East 1/2 of Northwest 1/4, Section 13, T11N, R3W, thence South 435 feet, thence East 300 feet, thence North 435 feet more or less to the Section line, thence West 300 feet more or less to the place of beginning, Arcada Township, Gratiot County, Michigan.

The Grantor(s) grant(s) to the Grantee(s) the right to make all divisions under Section 108 of the Land Division Act, Act 288 of the Public Acts of 1967.

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

Tax Parcel No: 29-01-012-026-00 & Common 000 Jerome and Harrison Roads, Alma, MI
Pt of 29-01-013-004-00 Address: 48801

SUBJECT TO all easements, reservations, rights of way and restrictions of record, if any.

This deed is given for the sum of One and 00/100 (\$1.00) Dollar.

Exempt from transfer tax per MCL 207.526(a) and MCL 207.505(a).

Date: 6/7/13

Craig D. McClintic
Margaret S. McClintic
aka Margaret McClintic



FILE NO 103-457 PARCEL 3

EASEMENT

Recorded _____ day of _____
A. D. 19__ at _____ o'clock __ M.
Liber _____ Page _____

Register of Deeds

Joseph Bell and Janet Bell, His wife, of 659 W. Harrison Rd., Alma, MI. 48801
Grantor, in consideration of -----One and 00/100----- Dollars (\$ 1.00) to him paid by CONSUMERS
POWER COMPANY, a Michigan corporation, 212 W. Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby
acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to lay, construct and
maintain gas mains, with the usual services, connections and accessories, for the purpose of transmitting and distributing gas, in,
through and across the following described land, including all public highways upon or adjacent to said land, which land is situate
in the Township _____ of Arcada _____, County of Gratiot _____ and State of Michigan,
to-wit:
The North 50 feet of the East One-Half (1/2) of the Northwest One-Quarter (1/4) of section
13, Township 11 North, Range 3 West, Arcada Township, Gratiot County.

The route to be taken by said gas mains across said land being more specifically described as follows:

The centerline of the Gas Main is to run in an Easterly and Westerly direction in, under,
through and across said above described land, South of and along and not more than 50
feet from the centerline of the highway on the North side of said land; also conveying
the right to install and maintain Gas Mains leading laterally from said route to the
centerline of said highway.

Together with the full right and authority to Grantee, its successors and assigns, and its and their agents, and employees, to enter
at all times upon said premises for the purpose of constructing, repairing, substituting, removing, enlarging, replacing and main-
taining said gas mains, services, connections and accessories. Grantor agrees that no buildings or other structures will be placed
over said gas mains or within such proximity thereto as to interfere with or threaten to interfere with the construction, operation or
maintenance of said gas mains.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument, this 18th day of February, 1980.

WITNESSES:

Raymond E. Engbrecht
Raymond E. Engbrecht
Gary McPhail
Gary McPhail

Joseph Bell
Joseph Bell
Janet Bell
Janet Bell

STATE OF MICHIGAN)
County of Gratiot) ss.

The foregoing instrument was acknowledged before me this 18th day of February, 1980,
by JOSEPH BELL & JANET BELL, HIS WIFE

STATE OF MICHIGAN
CORRECTIONAL DEPARTMENT
RECEIVED FOR RECORD
80 SEP 12 A9:19
Michigan & Associates
REGISTER OF DEEDS

Linda S. Williams
Notary Public, Gratiot County, Michigan
My commission expires 8/31/82

LINDA S. WILLIAMS
Notary Public, Gratiot County, Michigan
My Commission expires August 31, 1982



State of Michigan }
County of Great. of } ss.

This foregoing instrument was acknowledged before me this 7 day of June, 2013 by **Craig McClintic and Margaret McClintic, husband and wife** aka Craig D. McClintic and Margaret S. McClintic

ALAINA M. WILLS
Notary Public, State of Michigan
County of Isabella
My Commission Expires July 20, 2017
Acting in the County of

Notary Public *Alaina M. Wills*

County, Michigan
My commission expires: _____

Great. of

Prepared by and Return To:
Jerome E. Jelinek
Attorney at Law
440 E. Front Street
Traverse City, MI 49686

When recorded return to:
Craig D. McClintic and Margaret S. McClintic,
as Co-Trustees of The Craig D. McClintic and
Margaret S. McClintic Revocable Living Trust
dated February 18, 2011
926 W Harrison Road
Alma, MI 48801

File No: MI-127803

659 W. Harrison Rd
Alma 463-1620

Joe Bell
Sec. 13 - 004



RELEASE OF RIGHT OF WAY (Section 74, Chapter IV and Section 127, Chapter VI), Act No. 40, P. A. 1956, as amended.

D-6 (Rev. 1974)

LIBER 442 PAGE 497



RELEASE OF RIGHT OF WAY

For and in consideration of prospective benefits to be derived by reason of the cleaning out, relocating, widening, deepening, straightening, tiling, extending or relocating along a highway and maintaining of a certain Drain under the supervision of the County Drain Commissioner of the County of Gratiot and State of Michigan, as hereinafter described, Joseph F. Bell and Janet Bell (husband & wife), 659 W. Harrison Rd. Alma, MI 48801 of

do hereby convey and release to the County of Gratiot and the No. 52 Main (Beattie & Goff) 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 Arcada County and State aforesaid, which lands owned are described as:
The E $\frac{1}{2}$ of the NW $\frac{1}{4}$, sec. 13, T11 N -R3W - 80 ac.

The Right of Way or Easement conveyed is described as: 66 ft each side of the Route and Course of the No. 52 Main (Beattie & Goff)

The Right of Way hereby conveyed and released is for the sole and only purpose of cleaning out, relocating, widening, deepening, straightening, tiling, extending or relocating along a highway over and across said premises a certain Drain, petition for which in writing was made on March 16, 1981, by Lowell F. Anderson, Dean Sova, Joseph Bell, Gregory Bell, Fay Church

and others, and the necessity for which has been determined by the said Board of Determination bearing date April 10, 1981, the route and course of said Drain is described as follows, to-wit:⁴ That part of the above described parcel lying 66 ft each side of the following described drain centerline com. at a pt on the N & S $\frac{1}{4}$ ln of sec. 13 which is S 854.8 ft of the N ln of sec. 13; th S 0°35' W, 1634.0 ft; th S 1°54' E, 161.9 ft to a pt on the E & W $\frac{1}{4}$ ln of sec. 13 which is W 2594.1 ft of the E ln of sec. 13. Traversing a total distance of 1795.9 ft.

Thelma J. Krum
REGISTER OF DEEDS

82 AUG 25 P 2:21

STATE OF MICHIGAN
COUNTY OF GRATIOT
RECEIVED FOR RECORD

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 . . . 66 . . . feet of ground on each 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, our hand and seal, dated Feb 9 - 1982

WITNESSES:

Gerald Daymon
Helen J. Laurenz

Joseph F. Bell
Janet Bell

STATE OF MICHIGAN, ss.

COUNTY OF Gratiot
On February 9, 1982

Notary Public before me, in and for said County, personally appeared Joseph F. Bell and Janet Bell

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

Prepared by:
Pat Cooper
Courthouse
Ithaca, MI 48847

GERALD L. DAYMON
Notary Public, Gratiot Co., Mich.
My Commission Expires 1/28/85

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

D-6
RELEASE OF RIGHT
OF WAY
IN THE MATTER OF
TO
Received for Record, this
day of 19
DOUBLEDAY BROS. & CO.

1523
5.00 Drain Office

18 2



RECEIVED REGISTER OF DEEDS GRATIOT COUNTY, MI



STATE OF MICHIGAN - GRATIOT COUNTY RECORDED 06/17/2013 11:54:18 AM MARY MERCHANT - REGISTER OF DEEDS

2013 JUN 17 A 10:46

RECEIPT# 2606, STATION \$17.00 AFFIDAVIT

Michigan Department of Treasury 3676 (Rev. 1-05)

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

Affidavit Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property

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

1. Street Address of Property <u>Vacant Land</u>		2. County <u>Gratiot</u>	
3. City/Township/Village Where Real Estate is Located <u>Arcada Twp</u>		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Please Type or Print) <u>The Craig D. McClintic and Margaret S. McClintic Revocable Living Trust</u>		5. Property ID Number (from Tax Bill or Assessment Notice) <u>29-01-012-026-00 and Pt of 29-01-013-004-00</u>	
6. Legal Description (Legal description is required; attach additional sheets if necessary) <u>See Attached</u>		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property <u>100%</u>	

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds) I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural property.

Signed Craig D. McClintic and Margaret S. McClintic
 Name (Print or Type) Craig D. McClintic and Margaret S. McClintic Revocable Living Trust
 Title Owners
 Must be signed by owner, partner, corporate officer, or a duly authorized agent.
 State of Michigan
 County of Gratiot

Margaret S. McClintic
 Notary Public, State of Michigan,
 County of Isabella
 My commission expires: 7/20/2017
 Acting in the County of Gratiot

Acknowledged before me this 7th day of June, 2013
 By Craig D. McClintic and Margaret S. McClintic, Trustees
 Notary Signature Alaina M. Wills
 Name of Notary (Print or Type) Alaina M. Wills

✓ Drafter's Name Craig McClintic
 Drafter's Address 926 W Harrison
Alma MI 48801
 of the Craig D. McClintic and Margaret S. McClintic Revocable Living Trust

Do not write below this line -- for local government use only (after recording).

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property? Yes No
 If not, what is the correct percentage of the property that is currently qualified agricultural property? _____

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

**Exhibit A**

The land referred to is situated in the **Township of Arcada** of the County of **Gratiot**, State of **Michigan**, and is described as follows:

Parcel 1:

The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 12, Township 11 North, Range 3 West, Arcada Township, Gratiot County, Michigan, EXCEPT 325 feet North and South by 203 feet East and West in the Southwest corner of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of said Section.

Parcel 2:

The East Half (E1/2) of the Northwest Quarter (NW1/4) of Section 13, Township 11 North, Range 3 West, Gratiot County, Michigan, EXCEPT Commencing 400 feet East of Northwest corner of East 1/2 of Northwest 1/4, Section 13, T11N, R3W, thence South 435 feet, thence East 300 feet, thence North 435 feet more or less to the Section line, thence West 300 feet more or less to the place of beginning, Arcada Township, Gratiot County, Michigan.



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 28 day of February AD, 2017, by and between **Craig D McClintic and Margaret S McClintic, Husband and Wife** hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of **Gratiot**, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

NW 1/4 of the SW 1/4 of Section 12, EXCEPT 325 ft N & S by 203 ft E & W in the SW corner ALSO E 1/2 of the NW 1/4 of Section 13, EXCEPT comm 400 ft E of NW cor of E 1/2 of NW 1/4 of Section 13, th S 435 ft, th E 300 ft, th N 435 ft m/l to the Sec ln, th W 300 ft m/l to the POB; subj to easements, restrictions and reservations of record; All land desc located in Section 13, T11N, R3W, Arcada Township, Gratiot County, Michigan.

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Gratiot County Register of Deeds Office in Liber 954, Pages 1476 and 1477, on March 10, 2014.

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:

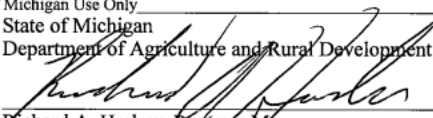
1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
2. A structure shall not be 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 **Arcada Township Board**
7. The term of this Agreement shall be for **forty-one (41)** years, commencing on the 1st day of January, **1983**, and ending on the 31st day of December, **2023**.
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.

Landowner Contact:
Craig McClintic
926 W Harrison Rd
Alma MI 48801

AGREEMENT# 29-35525-123123
Extension (W) ERKL

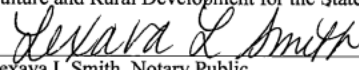
Prepared by Return to:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909



State of Michigan Use Only
 State of Michigan
 Department of Agriculture and Rural Development

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

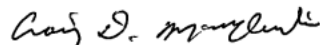
STATE OF MICHIGAN
 COUNTY OF INGHAM

On this MAR 13 2017 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.

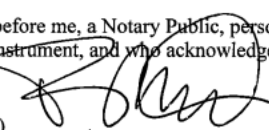

 Lexava L. Smith, Notary Public
 Eaton County, Michigan acting in Ingham County, Michigan
 My Commission Expires: April 17, 2019


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) 
 Craig D McClintic
 STATE OF MICHIGAN
 COUNTY OF Gratiot

On this 28 day of February AD 2017, before me, a Notary Public, personally appeared **Craig D. McClintic** 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.

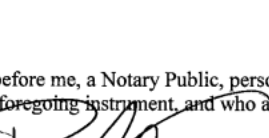

 (x) Bradley M Simmet
 Notary Public
 Gratiot County, MI acting in Gratiot County, MI

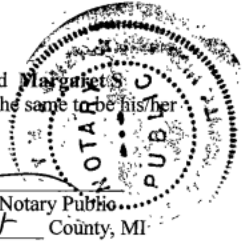


My Commission Expires: 12/21/2017

(x) 
 Margaret S McClintic
 STATE OF MICHIGAN
 COUNTY OF Gratiot

On this 28 day of February AD 2017, before me, a Notary Public, personally appeared **Margaret S McClintic** 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) Bradley M Simmet
 Notary Public
 Gratiot County, MI acting in Gratiot County, MI



My Commission Expires: 12/21/2017

Landowner Contact:
 Craig McClintic
 926 W Harrison Rd
 Alma MI 48801

AGREEMENT# 29-35525-123123
 Extension (W) ERKL

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