Baseline Documentation Report

Red Tail Parcels 1 & 2 Conservation Easement

Sections 12 & 13, Watervliet Township
Berrien County, Michigan

Completed: November 30, 2011

Prepared by:
Southwest Michigan Land Conservancy, Inc.
6851 S. Sprinkle Road
Portage, Michigan 49002
(269) 324-1600



BASELINE DOCUMENTATION REPORT

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PREFACE

The purpose of the following information in this Baseline Document is to describe the physical features and current uses of land on which a Conservation Easement was conveyed to the Southwest Michigan Land Conservancy (SWMLC) on November 30, 2011, and recorded on December 5, 2011, in Liber # 2976, Pages 3132-3209, of the Berrien County Register of Deeds Office, 701 Main Street, St. Joseph, MI 49085. This document is retained at the offices of the Southwest Michigan Land Conservancy and a copy has been given to the landowner's manager, Durward J. Gehring a/k/a Jim Gehring.

This Baseline Document will be used on an annual basis to monitor the condition of the Property and adherence to the provisions detailed by the Conservation Easement.

PREPARER'S SIGNATURE

This baseline documentation report was prepared by Land Protection Specialist Geoffrey D. Cripe. This is to certify that I, Geoffrey D. Cripe, created the following 19 pages plus appendices including document, maps and photographs and they are, to the best of my knowledge, an accurate description of the physical features and current land uses on the subject property. I have been trained by the Southwest Michigan Land Conservancy in the methods to document conservation easement properties and preparation of the baseline report.

PREPARER:

Date: 11/30/2011

Geoffrey D. Cripe
6851 S. Sprinkle Road
Portage, MI 49002

ACKNOWLEDGMENT and DONOR CERTIFICATION

This is to certify that I, Durward J. Gehring a/k/a Jim Gehring, Manager of Ronora Lodge & Retreat Center LLC, the Donor of the Red Tail Parcels 1 & 2 Conservation Easement, do accept and acknowledge the following 19 pages plus appendices including document, maps and photographs, as being, to the best of my respective knowledge, an accurate description of the physical features and current land uses on the subject property, and I affirm that there are no activities on-going on this property that are inconsistent with the covenants contained in the Red Tail Parcels 1 & 2 Conservation Easement I conveyed to the Southwest Michigan Land Conservancy dated November 30, 2011 and recorded on December 5, 2011 in Liber # 2976, Pages 3182-3209 of the Berrien County Register Office, 701 Main Street, St. Joseph, MI 49085.

DONOR/OWNER:

_____

Durward J. Gehring a/k/a Jim Gehring, Ronora Lodge & Retreat Center LLC
Its: Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

Acknowledged before me on this 30th day of November, 2011, by Durward J. Gehring a/k/a Jim Gehring, authorized manager of Ronora Lodge & Retreat Center LLC

Notary Public _____

_____ County, Michigan

Acting in _____ County

My commission expires:_____

SARA E. FRASZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF KALAMAZOO
MY COMMISSION EXPIRES Apr 9, 2013
ACTING IN COUNTY OF Kalamazoo

ACKNOWLEDGMENT and SOUTHWEST MICHIGAN LAND CONSERVANCY CERTIFICATION

This is to certify that I, Peter D. Ter Louw, Executive Director, do accept and acknowledge the following 19 pages plus appendices including documents, maps and photographs as being, to the best of my respective knowledge, an accurate description of the physical features and current land uses on Red Tail Parcels 1 & 2 Conservation Easement conveyed to the Southwest Michigan Land Conservancy dated November 30, 2011 and recorded on December 5, 2011 in Liber # 2976, Pages 3482-3209 of the Berrien County Register of Deeds Office, 701 W. Main Street, St. Joseph, MI 49085.

DONEE/ CONSERVANCY:
Southwest Michigan Land Conservancy:

Peter D. Ter Louw

Its: Executive Director

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

Acknowledged before me on this 30th day of November, 2011 by Peter D. Ter Louw, known to me to be the Executive Director of the Southwest Michigan Land Conservancy.

SARA E. FRASZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF KALAMAZOO
MY COMMISSION EXPIRES Apr 9, 2013
ACTING IN COUNTY OF Kalamazoo

Notary Public _____

_____ County, Michigan

Acting in _____ County

My commission expires:_____

INTRODUCTION/ BACKGROUND INFORMATION

Camp Ronora staff and owners Hunter and Darla Leggitt and Durward J. Gehring a/k/a Jim Gehring have been in contact with Southwest Michigan Land Conservancy since 1996 about permanently protecting the bulk of the camp. Camp Ronora accommodates retreats, groups and more, and includes several hundred acres with a secluded private lake, acres of woods, wildlife, pristine pastures and miles of nature trails. The camp also adminsters the Red Tail Equine Center and Camp Rawnora raw foods program.

Ronora Lodge & Retreat Center is on the site of old Camp Watervliet for Girls founded by Dr. Henry Tatter and his wife Velda Jordan Tatter. In 1988 the property was purchased from Dr. Lonnie Myers by three friends, the Leggitt's and Durward J. Gehring a/k/a Jim Gehring who share a love for the land. The owners have restored the historic buildings and increased the number of acres, and will preserve much of this beautiful natural setting with the conservation easements. For the health of Ronora guests and the land, the owners garden organically. All efforts are geared to making Ronora Lodge & Retreat Center a place where, in the words of Dr. Tatter, you can still "feel Mother Earth, sense her balance and find your own."

The owners are extremely conservation-minded and have held out protecting the camp in hopes of a revenue-generating opportunity. That opportunity was realized in 2009 with the EPA 319-funded Paw Paw/Black Rivers Wetland Implementation Grant. Initial projects were identified and when one fell through the owners of Camp Ronora were contacted. The property was also identified as a high priority property for protection in the 2008 Southwest Michigan Land Conservancy (SWMLC) strategic conservation plan for the Paw Paw River Watershed. That plan was created for and incorporated into the Paw Paw River Watershed Management Plan.

The camp contains six parcels of which four of the highest ecological quality were selected for protection. Instead of placing one conservation easement on the entire camp, three separate easements were created (one for Parcels 1 & 2, one for Parcel 4 and one for Parcel 5) in anticipation of a potential future change in ownership of one or more of the parcels that would sever that parcel from the residual camp.

OWNERSHIP CONTACT INFORMATION

Address: Ronora Lodge & Retreat Center LLC
James Gehring, Manager and Co-Owner

Hunter and Darla Leggitt, Managers and Co-Owner
P.O. Box 111
Watervliet, MI 49098

Phone: (269) 930-2262 (Hunter)
(312) 460-5856 (Jim)

Email: hunterleg@msn.com (Hunter)
djgehring@yahoo.com (Jim)

PROPERTY DESCRIPTION

A) LOCATION AND GENERAL DESCRIPTION

Legal Description:

That part of the South Half of Section 12, Town 3 South, Range 17 West and part of the East Half of the Southeast Quarter of Section 11, Town 3 South, Range 17 West, described as follows: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09 degrees 24 minutes 30 seconds West 951.8 feet; thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East, on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.98 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 Feet to a Point 741.3 Feet North 0 Degrees 01 minute 14 seconds East of the Southwest Corner of Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence North 01 degree 50 minutes 52 seconds East 233.06 feet; thence North 89 degrees 58 minutes 46 seconds West 234 feet to meander point; thence North 54 degrees 53 minutes 39 seconds East, on meander line, 310.46 feet to meander post, including all lands between said meander line and Sherwood Drain; thence North 00 degrees 07 minutes 29 seconds West 323.8 feet; thence North 89 degrees 03 minutes 12 seconds West 1004.39 feet; thence North 00 degrees 01 minute 14 seconds East 99.87 feet; thence North 89 degrees 03 minutes 12 seconds West 200 feet to the centerline of road; thence North 03 degrees 55 minutes 35 seconds East, on said centerline, 100.32 feet; thence South 89 degrees 03 minutes 12 seconds East 2861.45 feet; thence South 00 degrees 07 minutes 29 seconds East 562.94 feet; thence South 88 degrees 15 minutes 06 seconds East 155.07 feet; thence South 00 degrees 07 minutes 29 seconds East 1339.67 feet; thence North 89 degrees 14 minutes 02 seconds West 155 feet to the place of beginning;

Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West, on the South Section line, 1541.70 feet; thence North 09 degrees 24 minutes, 30 seconds West 241.92 feet; to the place of beginning of this description; thence North 09 degrees 24 minutes 30 seconds West 709.88 feet; thence South 88 degrees 35 minutes 30 seconds West 410.30 feet; thence South 65 degrees 29 minutes 30 seconds West 276.00 feet; thence South 73 degrees 22 minutes 25 seconds West 399.25 feet to the Easterly line of M-140 Highway; thence along said Easterly line 33.13 feet around a curve to the left with a

radius of 2947.00 feet and a chord that bears North 21 degrees 46 minutes 06 seconds West 33.13 feet; thence North 73 degrees 22 minutes 25 seconds East 415.16 feet; thence North 65 degrees 29 minutes 30 seconds East 276.00 feet; thence North 88 degrees 35 minutes 30 seconds East 679.23 feet; thence South 09 degrees 24 minutes 30 seconds East 510.00 feet; thence South 45 degrees 00 minutes 00 seconds West 338.18 feet to the place of beginning; and

Also Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09 degrees 24 minutes 30 seconds West 951.8 feet to the place of beginning: Thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.08 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 feet to a point 741.3 feet North 00 degrees 01 minute 14 seconds East of the Southwest corner of said Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence South 0 degrees 0 minutes 0 seconds West approximately 40 feet to the place of beginning; and

Also Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09 degrees 24 minutes 30 seconds West 951.8 feet; thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East, on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.98 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 Feet to a Point 741.3 Feet North 0 Degrees 01 minute 14 seconds East of the Southwest Corner of Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence North 01 degree 50 minutes 52 seconds East 233.06 feet; thence North 89 degrees 58 minutes 46 seconds West 234 feet to meander point; thence North 54 degrees 53 minutes 39 seconds East, on meander line, 310.46 feet to meander post, including all lands between said meander line and Sherwood Drain; thence North 00 degrees 07 minutes 29 seconds West 323.8 feet to the place of beginning: Thence, thence North 89 degrees 03 minutes 12 seconds West 1004.39 feet; thence North 00 degrees 01 minute 14 seconds East 99.87 feet; thence North 89 degrees 03 minutes 12 seconds West 200 feet to the centerline of road; thence North 03 degrees 55 minutes 35 seconds East, on said centerline, 100.32 feet; thence South 89 degrees 03 minutes 12 seconds East 1,193.8 feet; thence South 1 degree, 0 minutes and 0 seconds East approximately 196 feet to the place of beginning; and

Also Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence South 90 degrees 0 minutes 0 seconds East 155 feet; thence North 0 degrees 0 minutes 0 seconds East 650 feet; thence southwesterly 1050 feet along a curve to the left identified on the Baseline Documentation Map as the "main road" and a chord that bears South 60 degrees 0 minutes 0 seconds West 970 feet; thence South 15 degrees 0 minutes 0 seconds East 170 feet to the south section line; thence South 90 degrees 0 minutes 0 seconds East approximately 645 feet to the place of beginning.

Parcel 2:

The Easterly 657.5 feet of that part of the North Half of the Northwest Quarter of Section 13, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan , described as

follows, to-wit: Commencing at the North Quarter Post of said Section 13; thence North 89 degrees 8 minutes 30 seconds West along the North line of Said Section 2563.2 feet to Easterly line of Highway M-140; thence 1000 feet on a 2939.93 foot radial curve right a chord distance of South 2 degrees 9 minutes West 995.19 feet to a point that is parallel to and 66 feet East of the West line of said Section; thence South 00 degrees 7 minutes 23 seconds West parallel with the West line of said Section 179.67 feet to a Clear Vision Area; thence South 29 degrees 41 minutes 01 second East along said Clear Vision Area 168.97 feet to a point on the South line of the North Half of the Northwest Quarter of said Section 150.00 feet South 89 degrees 10 minutes 50 seconds East of the Southwest Corner of the North Half of the Northwest Quarter of said Section; thence South 89 degrees 10 minutes 50 seconds East along said South line 2508.2 feet to the Southeast Corner of the North Half of the Northwest Quarter of said Section; thence North 00 degrees 23 minutes 30 seconds East 1318.4 feet along the North and South Quarter line of said section to the place of beginning,

Excepting therefrom: Commencing at the North Quarter Post of Section 13, thence South 0 degrees 0 minutes 0 seconds West 50 feet, thence South 90 degrees 0 minutes 0 seconds West 627.9 feet, thence North 0 degrees 0 minutes 0 seconds East 50 feet, thence North 90 degrees 0 minutes 0 seconds East 627.9 feet.

Directions:

From the SWMLC office take Sprinkle Road north approximately 3 miles to I-94 West (toward Chicago). Proceed west 39 miles to the M-140 exit (Exit 41). Turn right on M-140 and proceed 2.5 miles north through Watervliet. Take a right Dwight Boyer Road and proceed .5 miles to the entrance drive to Camp Ronora. The property address is 9325 Dwight Boyer Road, Watervliet, MI 49098.

Refer to Baseline Documentation Map in **Appendix A** for orientation to the Property.

Surroundings:

The M-140 corridor which bounds the Camp Ronora properties to the west contains a mix of commercial, residential and light industrial uses. Several miles to the west of Camp Ronora, Paw Paw lake is home to over 1,650 residences and the area continues to attract new development and redevelopment. Paw Paw Lake area is a census-designated place for statistical purposes without legal status as a municipality. As of the latest census reported (2000), the population of the Paw Paw Lake CDP is 3,944 persons.

Paw Paw lake is approximately 960 acres and receives the surface waters that pass through Camp Ronora before it empties into the Paw Paw River. The eastern shores of the lake adjacent to M-140 to the east contain condo developments, and medium to high density residential subdivisions.

To the south of Camp Ronora the Paw Paw River flows westerly toward St. Joseph. Dwight Boyer Road to the south of the camp and north of the river is lined with residential strip development.

County Line Road to the east is much more rural with some large intact farm and open space properties on either side. To the north are additional intact natural area and farm properties. Protection of the properties north and east of the camp would provide further protections to the significant wetland complex that stretches to these properties from Camp Ronora.

B) LAND CHARACTERISTICS

Size: 84 acres (Refer to Maps in Appendix C)

1. Hydrology

The property is situated in the Paw Paw River Watershed. The property has medium groundwater recharge and contains seeps and springs in hilly areas. The property contains an extraordinarily biodiverse and high quality complex of fen and open water habitats containing unique and rare plant species. The fen lines a naturalized stream corridor that receives water from an upstream drain. Thought the corridor is also designated public drain it has completely naturalized and functioned without need for maintenance in over 20 years.

Sherwood Lake is a 7.4 acre lake with sections classified as submergent and emergent marsh. An aquatic plant survey that was completed in 2009 revealed that the lake was a very-high quality system with minimal aquatic invasives. The property features 2,000 feet of frontage along Sherwood Lake. Permanent protection of the farmland, forests and wetlands on this property eliminates the future potential for dense urban developments that would add impervious area in and around the wetland complex and put the lake and natural areas in peril. The designation of natural area for the riparian wetland corridors and adjacent forested areas further decreases the amount of potential impact through management or other human use. The protection of this property will help maintain the quality and quantity of water in the Paw Paw River as well as Lake Michigan downstream.

2. Topography and Geology

The majority of the property is gently rolling between 600-700 feet above sea level. See the Topographic Map in Appendix C for more information. The dominant soil type, Houghton Muck, found along the wetland corridor is characteristic of what is typically found in bottom lands, flood plains or terraces along rivers or streams. Parcel 2 is characterized by flat to gently sloping fields and forest with soils suitable for cropping. The current owners plant hay, a recommended practice to protect against erosion.

3. Soils

The Soil Survey of Kalamazoo County, Michigan (USDA-SCS, 1980) indicates that the majority of the soils found on the Red Tail Parcel 1 & 2 Conservation Easement property is Houghton Muck. The property also includes a small area of Ockley Loam 2-6% slopes, a prime soil as classified by the USDA. See Appendix C for a soil type map of the property.

There are ten different soil types on the property including:

Map unit: 5 - Houghton muck
This component is on depressions, lake plains. The parent material consists of herbaceous organic material. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to adepth of 60 inches is very high. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of watersaturation is at 0 inches during January, February, March, April, May, June, September, October, November, December. Organic matter content in the surface horizon is about 82 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria.

Map unit: 12B - Ockley loam, 2 to 6 percent slopes
This component is on outwash plains. The parent material consists of loamy over sandy and gravelly outwash. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2e.
This soil does not meet hydric criteria.

Map unit: 13C - Spinks loamy fine sand, 6 to 12 percent slopes
This component is on moraines. The parent material consists of sandy drift. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3e. Irrigated land capability classification is 3e. This soil does not meet hydric criteria.

Map unit: 13D - Spinks loamy fine sand, 12 to 18 percent slopes
This component is on moraines. The parent material consists of sandy drift. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4e. This soil does not meet hydric criteria.

Map unit: 14B - Riddles loam, 2 to 6 percent slopes
This component is on till plains. The parent material consists of loamy till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria.

Map unit: 14D - Riddles loam, 12 to 18 percent slopes
This component is on till plains. The parent material consists of loamy till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 4e. This soil does not meet hydric criteria.

Map unit: 28B - Rimer loamy fine sand, 0 to 4 percent slopes
This component is on till plains. The parent material consists of sandy glaciolacustrine deposits over loamy till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is low. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 21 inches during January, February, March, April. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria.

Map unit: 29 - Cohoctah sandy loam
component is on flood plains. The parent material consists of sandy and/or loamy alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is high.

Shrink-swell potential is low. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during January, February, March, April, May, September, October, November, December. Organic matter content in the surface horizon is about 9 percent. Nonirrigated land capability classification is 5w. This soil meets hydric criteria.

Map unit: 33D - Morley silt loam, 12 to 18 percent slopes
This component is on till plains. The parent material consists of loamy till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches

is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 10 percent.

Map unit: 36 - Pewamo silt loam
This component is on depressions, lakeplains. The parent material consists of loamy lacustrine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, December. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 2w. This soil meets hydric criteria.

4. Ecological Communities

Ecological Communities are defined and described according to the Michigan Natural Features Inventory Natural Communities index. The Red Tail Parcels 1 & 2 Conservation Easement contains both characteristic and uncharacteristic plant communities of Southwest Michigan and Berrien County. The majority of the property is wetlands and forest. The forest on the south side of the property (within the identified AG and BE areas) has been grazed and likely farmed sometime in the past. That forest is characteristic of an early successional dry-mesic southern forest. Dry-mesic southern forest is a fire-dependent, oak or oak-hickory forest type on generally dry-mesic sites found south of the climatic tension zone in southern Lower Michigan. This natural community occurs principally on glacial outwash, coarse-textured moraines, sandy glacial lakeplains, kettle-kame topography, and sand dunes. Soils are typically sandy loam or loam and slightly acid to neutral in pH. The canopy layer generally is dominated or codominated by white oak (***Quercus alba***) and black oak (***Quercus velutina***), with white oak being the more frequent dominant. The rest of Parcel 2, encompassing the Building Envelope and Agricultural Areas is open and planted in hay.

As you move into Parcel one down a steep forested ridge there are seeps as you get toward the bottom that feed into a small area of tamarack swamp. Rich tamarack swamp is a groundwater-influenced, minerotrophic, forested wetland dominated by tamarack (***Larix laricina***) that occurs on deep organic soils predominantly south of the climatic tension zone in southern Lower Michigan. This natural community type was known as relict conifer swamp in previous versions of the natural community classification. Rich tamarack swamp occurs in outwash channels, outwash plains, and kettle depressions throughout southern Lower Michigan. The community is often found where groundwater seeps occur at the bases of moraines. Rich tamarack swamps typically occur in association with headwater streams and adjacent to inland lakes. In large wetland complexes, rich tamarack swamp is typically associated with southern shrub-carr, prairie fen, southern wet meadow, and emergent marsh.

Next to the tamarack swamp and east of Sherwood Lake is a large wetland indicative of prairie fen and southern shrub-carr. Prairie fen is a wetland community dominated by sedges, grasses, and other graminoids that occurs on moderately alkaline organic soil and marl south of the climatic tension zone in southern Lower Michigan. Prairie fens occur where cold, calcareous, groundwater-fed springs reach the surface. The flow rate and volume of groundwater through a fen strongly influence vegetation patterning; thus, the community typically contains multiple, distinct zones of vegetation, some of which contain prairie grasses and forbs.

Prairie fens occur predominantly within poorly drained outwash channels and outwash plains in the interlobate regions of southern Lower Michigan. This area is comprised of coarse-textured end moraines and ice-contact features (eskers and kames) that are bordered by glacial outwash. Prairie fen often occurs where an outwash feature (channel or plain) abuts a coarse-textured end moraine or ice-contact feature. Historically, the uplands surrounding prairie fens typically supported fire-dependent oak barrens and oak openings. Today, most of the surrounding uplands support closed-canopy oak forest (dry and dry-mesic southern forest), agriculture, or rural residential development.

Prairie fens typically occur as part of large wetland complexes that support a variety of wetland communities including emergent marsh, southern wet meadow, wet prairie, wet-mesic prairie, southern shrub-carr, and rich tamarack swamp. The community is frequently found along both small lakes and the upper reaches of streams and rivers.

Southern shrub-carr is a moderate to long persistent successional shrub community dominated by willows (***Salix*** spp.), dogwoods (i.e., ***Cornus stolonifera***, ***C. foemina***, and ***C. amomum***), winterberry (***Ilex verticillata***), and bog birch (***Betula pumila***). This community is successionally intermediate among a variety of open, herbaceous wetlands (i.e., southern wet meadow, prairie fen, wet-mesic prairie, and lakeplain wet-mesic prairie) and forested wetlands such as rich tamarack swamp and southern hardwood swamp. It typically occurs on saturated, organic soil and is characterized by fluctuating water levels and poor drainage conditions. Southern shrub-carr is found primarily south of the climatic tension zone in southern Lower Michigan and is frequent in other Midwestern states such as Illinois, Indiana, Iowa, Minnesota, and Wisconsin. North of the climatic tension zone, wet-ground, tall shrub communities are typically dominated by tag alder (***Alnus rugosa***) and are classified as northern shrub thicket.

Shrub-carr typically occurs as bands along streams, rivers, and lakes, on glacial lakeplains and outwash plains, and within outwash channels and depressions on ice-contact topography and moraines. Sites are characterized by little to no slope and can range from small pockets or narrow bands to extensive acreages. The community often occurs as part of a large wetland complex, where it may form a transition zone between open herbaceous wetlands and forested wetlands. Shrub-carr is usually found on seasonally inundated, saturated organic soils such as sapric peat with neutral to mildly alkaline pH and the capacity to retain excessive water.

Shrub-carr typically originates when shrub species invade fens, sedge meadows, wet prairies, and prairie fens following an alteration to the fire or hydrologic regime. Fire suppression and events that lower local or regional water tables allow shrubs to colonize open wetlands and assume dominance. Conversely, beaver-induced flooding limits shrub and tree encroachment and maintains open conditions of meadows and fens. The extent of southern shrub-carr in Michigan has greatly expanded since European settlement due to widespread fire suppression, hydrologic alterations, and a dramatic decline in the beaver population.

Once shrub-carr has become established, frequent disturbance allows it to persist rather than succeed to a forested swamp community. Beaver herbivory and windthrow can limit tree longevity and help maintain southern shrub-carr. Given that shrub-carr occurs along streams, rivers, and lake edges, the community is well adapted to seasonal hydrologic cycling. However, prolonged flooding can kill shrubs and cause conversion to shallow ponds, emergent marsh, southern wet meadow, prairie fen, or wet prairie depending on landscape position, soils, and depth and duration of flooding. In the absence of flooding and fire, southern shrub-carr typically succeeds to closed-canopy swamp forest, such as southern hardwood swamp and rich tamarack swamp.

In and around the lake are areas that are best defined as emergent and submergent marsh. Emergent marsh is a shallow-water wetland along the shores of lakes and streams characterized by emergent narrow- and broad-leaved herbs and grass-like plants as well as floating-leaved herbs. Common plants include water plantain (***Alisma plantago-aquatica***), sedges (***Carex*** spp.), spike-rushes (***Eleocharis acicularis*** spp.), pond-lilies (***Nuphar*** spp.), pickerel weed (***Pontederia cordata***), arrowheads (***Sagittaria*** spp.), bulrushes (***Schoenoplectus*** spp.), and cat-tails (***Typha*** spp.). The community occurs on both mineral and organic soils. Michigan's landscape is the result of recent continental glaciation, creating thousands of lake basins, drainage networks, and poorly drained depressions that support wetland vegetation. Emergent marshes line the margins of many streams and inland lakes, as well as protected portions of the Great Lakes shoreline, where it is classified as Great Lakes marsh.

Submergent marsh occurs in deep to sometimes shallow water in lakes and streams throughout Michigan. Soils are characterized by loosely consolidated organics of variable depth that range from acid to alkaline and accumulate over all types of mineral soil, even bedrock. Submergent vegetation is composed of both rooted and non-rooted submergent plants, rooted floating-leaved plants, and non-rooted floating plants. Common submergent plants include common waterweed (***Elodea canadensis***), water star-grass (***Heteranthera dubia***), milfoils (***Myriophyllum*** spp.), naiads (***Najas*** spp.), pondweeds (***Potamogeton*** spp.), stoneworts (***Chara*** spp. and ***Nitella*** spp.), coontail (***Ceratophyllum demersum***), bladderworts (***Utricularia*** spp.), and water-celery (***Vallisneria americana***).

Submergent marsh occurs as a zone along the shore of large lakes, or it can cover the entire surface of small, shallow lakes and ponds. In clear lakes, submergent vegetation can persist in water greater than ten meters deep. Submergent vegetation can also form dense beds along the

margins of slow-moving streams, or form open, less diverse plant beds in more rapidly flowing streams.

Finally, on the northwest and southwest corners of Parcel 1 is a natural community called southern hardwood swamp. Southern hardwood swamp is a minerotrophic forested wetland occurring in southern Lower Michigan on mineral or occasionally organic soils dominated by a mixture of lowland hardwoods. Conifers are absent or local. The community occupies shallow depressions and high-order stream drainages on a variety of landforms. The canopy is typically dominated by silver maple (***Acer saccharinum***), red maple (***A. rubrum***), green ash (***Fraxinus pennsylvanica***), and black ash (***Fraxinus nigra***).

Southern hardwood swamp occurs in poorly drained depressions on glacial lakeplain, outwash plains and channels, end moraines, till plains, and perched dunes. Historically, the Maumee Lake Plain in southeastern Michigan supported large areas of lowland hardwood forest that bordered lakeplain prairie, lakeplain oak openings, wet-mesic flatwoods, and mesic southern forest. In large wetland complexes, southern hardwood swamp is typically associated with a variety of other herbaceous, shrub, and forested wetland communities. Upland communities bordering southern hardwood swamp are usually forested, with mesic southern forest being most common

Species List

(**NOTE:** The species lists in this section are not part of a complete inventory. The species listed are those that have been documented on the property during certain visits at particular times of the year. This list may be expanded to include species that are found during future monitoring visits to the Red Tail Parcels 1 & 2 Conservation Easement property.)

Observations by Becky Csia, Erin Fuller, Kevin Haight, Hunter Leggitt and Geoffrey Cripe in August, September, and November of 2011.

Site: Camp Ronora on Red Tail CE Properties
Locale: 9325 Dwight Boyer Road, Watervliet, MI
By: Geoffrey Cripe
File: c:\Documents and Settings\Geoff\Desktop\campRonora.inv

FLORISTIC QUALITY DATA		Native	97	80.2%	Adventive	24	19.8%
97 NATIVE SPECIES		Tree	28	23.1%	Tree	3	2.5%
121 Total Species		Shrub	12	9.9%	Shrub	3	2.5%
5.0 NATIVE MEAN C		W-Vine	4	3.3%	W-Vine	1	0.8%
4.0 W/Adventives		H-Vine	0	0.0%	H-Vine	0	0.0%
49.1 NATIVE FQI		P-Forb	39	32.2%	P-Forb	12	9.9%
44.0 W/Adventives		B-Forb	1	0.8%	B-Forb	1	0.8%
-0.6 NATIVE MEAN W		A-Forb	5	4.1%	A-Forb	4	3.3%
0.2 W/Adventives		P-Grass	0	0.0%	P-Grass	0	0.0%
AVG: Faculative (+)		A-Grass	0	0.0%	A-Grass	0	0.0%
		P-Sedge	3	2.5%	P-Sedge	0	0.0%
		A-Sedge	0	0.0%	A-Sedge	0	0.0%
		Fern	5	4.1%			

ACRONYM	C	SCIENTIFIC NAME	W	WETNESS	PHYSIOGNOMY	COMMON NAME	PARCEL
ACERUB	1	Acer rubrum	0	FAC	Nt Tree	RED MAPLE	1,2,4,5
ACESAI	2	Acer saccharinum	-3	FACW	Nt Tree	SILVER MAPLE	1,2,4,5
ACESAU	5	Acer saccharum	3	FACU	Nt Tree	SUGAR MAPLE	2, 4
ACOCAL	6	Acorus calamus	-5	OBL	Nt P-Forb	SWEET FLAG	1, 5
ACTPAC	7	Actaea pachypoda	5	UPL	Nt P-Forb	DOLL'S EYES	4, 5
ALLPET	0	ALLIARIA PETIOLATA	0	FAC	Ad B-Forb	GARLIC MUSTARD	1,2,4,5
ALLBUR	7	Allium burdickii	3	FACU	Nt P-Forb	WILD LEEK	4
ALLVIN	0	ALLIUM VINEALE	3	FACU	Ad P-Forb	FIELD GARLIC	4
AMPBRA	5	Amphicarpaea bracteata	0	FAC	Nt A-Forb	HOG PEANUT	1,5
ANGATR	6	Angelica atropurpurea	-5	OBL	Nt P-Forb	ANGELICA	1
APIAME	3	Apios americana	-3	FACW	Nt P-Forb	GROUNDNUT	1, 4
AQUCAN	5	Aquilegia canadensis	1	FAC-	Nt P-Forb	WILD COLUMBINE	1
ARITRI	5	Arisaema triphyllum	-2	FACW-	Nt P-Forb	JACK IN THE PULPIT	1, 5
ASITRI	9	Asimina triloba	0	FAC	Nt Tree	PAWPAW	1, 5
BETALL	7	Betula alleghaniensis	0	FAC	Nt Tree	YELLOW BIRCH	1, 4, 5

CXDEBD	6	Carex debilis	-3 FACW	Nt P-Sedge	SWAMP SEDGE	1
CXSTRI	4	Carex stricta	-5 OBL	Nt P-Sedge	SEDGE	1, 5
CARCAO	6	Carpinus caroliniana	0 FAC	Nt Tree	BLUE BEECH	1
CARCOR	5	Carya cordiformis	0 FAC	Nt Tree	BITTERNUT HICKORY	4
CARLAC	9	Carya laciniosa	-3 FACW	Nt Tree	SHELLBARK HICKORY	2, 4, 5
CAROVA	5	Carya ovata	3 FACU	Nt Tree	SHAGBARK HICKORY	1,2,4,5
CELORB	0	CELASTRUS ORBICULATA	5 UPL	Ad W-Vine	ORIENTAL BITTERSWEET	4
CELOCC	5	Celtis occidentalis	1 FAC-	Nt Tree	HACKBERRY	5
CERGLO	0	CERASTIUM GLOMERATUM	5 UPL	Ad P-Forb	CHICKWEED	1
CHRVIL	0	CHRYSOPSIS VILLOSA	5 UPL	Ad P-Forb	GOLDEN ASTER	2, 4, 5
CIRMUT	6	Cirsium muticum	-5 OBL	Nt B-Forb	SWAMP THISTLE	1, 5
CLAVIR	4	Claytonia virginica	3 FACU	Nt P-Forb	SPRING BEAUTY	1,2,4,5
CLEVIR	4	Clematis virginiana	0 FAC	Nt W-Vine	VIRGIN'S BOWER	1
CORALT	5	Cornus alternifolia	5 UPL	Nt Tree	ALTERNATE LEAVED DOGWOOD	1
CORFOE	1	Cornus foemina	-2 FACW-	Nt Shrub	GRAY DOGWOOD	1
CORSTO	2	Cornus stolonifera	-3 FACW	Nt Shrub	RED OSIER DOGWOOD	1
CORVAR	0	CORONILLA VARIA	5 UPL	Ad P-Forb	CROWN VETCH	1
CRABRA	4	Crataegus brainerdii	5 UPL	Nt Tree	HAWTHORN	1, 4
CRYCAN	2	Cryptotaenia canadensis	0 FAC	Nt P-Forb	HONEWORT	1, 5
CUSIND	10	Cuscuta indecora	0 FAC	Nt A-Forb	DODDER	1
CYPREG	9	Cypripedium reginae	-4 FACW+	Nt P-Forb	SHOWY or QUEEN'S LADY SLIPPER	1
DIOVIL	4	Dioscorea villosa	1 FAC-	Nt P-Forb	WILD YAM	1, 4
DRYCAR	5	Dryopteris carthusiana	-2 FACW-	Nt Fern	SPINULOSE WOODFERN	1, 5
ECHLOB	2	Echinocystis lobata	-2 FACW-	Nt A-Forb	WILD CUCUMBER	1
ELAUMB	0	ELAEAGNUS UMBELLATA	3 FACU	Ad Shrub	AUTUMN OLIVE	4
EQUARV	0	Equisetum arvense	0 FAC	Nt F...Ally	COMMON HORSETAIL	1
EQUPAL	10	Equisetum palustre	-3 FACW	Nt F...Ally	MARSH HORSETAIL	1
ERIACR	9	Erigeron acris	0 FAC	Nt P-Forb	FLEABANE	1
EUPALT	0	Eupatorium altissimum	3 FACU	Nt P-Forb	TALL BONESET	1,2, 4, 5
FAGGRA	6	Fagus grandifolia	3 FACU	Nt Tree	AMERICAN BEECH	1, 2, 4, 5
GALMOL	0	GALIUM MOLLUGO	5 UPL	Ad P-Forb	WHITE BEDSTRAW	5
GALPAL	3	Galium palustre	-5 OBL	Nt P-Forb	MARSH BEDSTRAW	1
GERMAC	4	Geranium maculatum	3 FACU	Nt P-Forb	WILD GERANIUM	1, 4, 5
GERROB	3	Geranium robertianum	5 UPL	Nt A-Forb	HERB ROBERT	1
HELGIG	5	Helianthus giganteus	-3 FACW	Nt P-Forb	TALL SUNFLOWER	2, 5
HELPET	0	HELIANTHUS PETIOLARIS	5 UPL	Ad A-Forb	PETIOLED SUNFLOWER	1
HIEAUR	0	HIERACIUM AURANTIACUM	5 UPL	Ad P-Forb	ORANGE HAWKWEED	1,4

HIEMUR	0	HIERACIUM MURORUM	5 UPL Ad P-Forb HAWKWEED	2, 4, 5
HYPPRO	5	Hypericum prolificum	3 FACU Nt Shrub SHRUBBY ST.JOHN'S WORT	1
IMPGLA	0	IMPATIENS GLANDULIFERA	-3 FACW Ad A-Forb TOUCH ME NOT	1, 5
IRIPUM	0	IRIS PUMILA	5 UPL Ad P-Forb IRIS	5
JUGNIG	5	Juglans nigra	3 FACU Nt Tree BLACK WALNUT	1,2,4,5
LARLAR	5	Larix laricina	-3 FACW Nt Tree TAMARACK	1
LATHIR	0	LATHYRUS HIRSUTUS	5 UPL Ad P-Forb WILD PEA	4
LATODO	0	LATHYRUS ODORATUS	5 UPL Ad A-Forb VETCHLING	1, 4
LILLAN	0	LILIUM LANCIFOLIUM	5 UPL Ad P-Forb TIGER LILY	1
LINBEN	7	Lindera benzoin	-2 FACW- Nt Shrub SPICEBUSH	1, 5
LIRTUL	9	Liriodendron tulipifera	2 FACU+ Nt Tree TULIP TREE	1, 4, 5
LOBCAR	7	Lobelia cardinalis	-5 OBL Nt P-Forb CARDINAL FLOWER	1, 5
LONJAP	0	LONICERA JAPONICA	3 FACU Ad P-Forb JAPANESE HONEYSUCKLE	1, 2, 4, 5
LYCAME	2	Lycopus americanus	-5 OBL Nt P-Forb COMMON WATER HOREHOUND	1
LYSTHY	6	Lysimachia thyrsiflora	-5 OBL Nt P-Forb TUFTED LOOSESTRIFE	1
MALPUM	0	MALUS PUMILA	5 UPL Ad Tree APPLE	1,2,4,5
MENCAN	5	Menispermum canadense	0 FAC Nt W-Vine MOONSEED	1, 4
MITDIP	8	Mitella diphylla	2 FACU+ Nt P-Forb BISHOP'S CAP	1
MONFIS	2	Monarda fistulosa	3 FACU Nt P-Forb WILD BERGAMOT	4
ONOSEN	2	Onoclea sensibilis	-3 FACW Nt Fern SENSITIVE FERN	1,2,4,5
OSMCIN	5	Osmunda cinnamomea	-3 FACW Nt Fern CINNAMON FERN	5
PARQUI	5	Parthenocissus quinquefolia	1 FAC- Nt W-Vine VIRGINIA CREEPER	1, 2, 4
PEDLAN	8	Pedicularis lanceolata	-4 FACW+ Nt P-Forb SWAMP BETONY	1, 5
PELVIR	6	Peltandra virginica	-5 OBL Nt P-Forb ARROW ARUM	1, 5
PINRES	6	Pinus resinosa	3 FACU Nt Tree RED PINE	1, 2,4, 5
PINSTR	3	Pinus strobus	3 FACU Nt Tree WHITE PINE	1,2,4,5
PODPEL	3	Podophyllum peltatum	3 FACU Nt P-Forb MAY APPLE	5
POLBIB	4	Polygonatum biflorum	3 FACU Nt P-Forb SOLOMON SEAL	1, 5
POPALB	0	POPULUS ALBA	5 UPL Ad Tree WHITE POPLAR	1,2, 4, 5
POPBAL	2	Populus balsamifera	-3 FACW Nt Tree BALSAM POPLAR	4
POPDEL	1	Populus deltoides	-1 FAC+ Nt Tree COTTONWOOD	1, 5
POTFRU	10	Potentilla fruticosa	-3 FACW Nt Shrub SHRUBBY CINQUEFOIL	1, 4
PRUSER	2	Prunus serotina	3 FACU Nt Tree WILD BLACK CHERRY	1, 2, 4, 5
PRUVIR	2	Prunus virginiana	1 FAC- Nt Shrub CHOKE CHERRY	1, 2
PYCVIR	5	Pycnanthemum virginianum	-4 FACW+ Nt P-Forb COMMON MOUNTAIN MINT	1
QUEALB	5	Quercus alba	3 FACU Nt Tree WHITE OAK	1, 5
QUEBIC	8	Quercus bicolor	-4 FACW+ Nt Tree SWAMP WHITE OAK	1, 5

QUERUB	5 Quercus rubra	3 FACU	Nt Tree	RED OAK	1,2,4,5
RANHIS	5 Ranunculus hispidus	0 FAC	Nt P-Forb	SWAMP BUTTERCUP	1, 5
RHACAT	0 RHAMNUS CATHARTICA	3 FACU	Ad Tree	COMMON BUCKTHORN	1
RHAFRA	0 RHAMNUS FRANGULA	-1 FAC+	Ad Shrub	GLOSSY BUCKTHORN	5
RHUTYP	2 Rhus typhina	5 UPL	Nt Tree	STAGHORN SUMAC	1, 4, 5
ROSMUL	0 ROSA MULTIFLORA	3 FACU	Ad Shrub	MULTIFLORA ROSE	1,2,4,5
ROSPAL	5 Rosa palustris	-5 OBL	Nt Shrub	SWAMP ROSE	1
SAGMON	8 Sagittaria montevidensis	-5 OBL	Nt A-Forb	ARROWHEAD	1
SALKAL	0 SALSOLA KALI	3 FACU	Ad A-Forb	RUSSIAN THISTLE	4
SARPUP	10 Sarracenia purpurea	-5 OBL	Nt P-Forb	PITCHER PLANT	1
SASALB	5 Sassafras albidum	3 FACU	Nt Tree	SASSAFRAS	1, 2, 4, 5
SENAUR	5 Senecio aureus	-3 FACW	Nt P-Forb	GOLDEN RAGWORT	1, 5
SISHAS	10 Sisyrinchium hastile	-4 FACW+	Nt P-Forb	BLUE EYED GRASS	1, 4
SMISTE	5 Smilacina stellata	1 FAC-	Nt P-Forb	STARRY FALSE SOLOMON SEAL	1, 4
SOLALT	1 Solidago altissima	3 FACU	Nt P-Forb	TALL GOLDENROD	2, 4, 5
SOLNEM	2 Solidago nemoralis	5 UPL	Nt P-Forb	OLD FIELD GOLDENROD	2, 5
SOLRUG	3 Solidago rugosa	-1 FAC+	Nt P-Forb	ROUGH GOLDENROD	2, 4, 5
SPITOM	5 Spiraea tomentosa	-3 FACW	Nt Shrub	STEEPLEBUSH	5
STELOF	5 Stellaria longifolia	-4 FACW+	Nt P-Forb	LONG LEAVED CHICKWEED	1
SYMFOE	6 Symplocarpus foetidus	-5 OBL	Nt P-Forb	SKUNK CABBAGE	1, 5
TILAME	5 Tilia americana	3 FACU	Nt Tree	BASSWOOD	4, 5
TOXVER	6 Toxicodendron vernix	-5 OBL	Nt Shrub	POISON SUMAC	1
TRIVIG	10 Triadenum virginicum	-5 OBL	Nt P-Forb	MARSH ST. JOHN'S WORT	1
TRIALP	10 Trichophorum alpinum	-5 OBL	Nt P-Sedge	BULRUSH	1
TRIGRA	5 Trillium grandiflorum	5 UPL	Nt P-Forb	COMMON TRILLIUM	1, 5
TYPANG	0 TYPHA ANGUSTIFOLIA	-5 OBL	Ad P-Forb	NARROW LEAVED CATTAIL	1, 5
ULMAME	1 Ulmus americana	-2 FACW-	Nt Tree	AMERICAN ELM	4, 5
VIBLEN	4 Viburnum lentago	-1 FAC+	Nt Shrub	NANNYBERRY	1
VIBOPA	5 Viburnum opulus var. americanum	-3 FACW	Nt Shrub	HIGHBUSH CRANBERRY	1
VITRIP	3 Vitis riparia	-2 FACW-	Nt W-Vine	RIVERBANK GRAPE	1
ZANAME	3 Zanthoxylum americanum	5 UPL	Nt Shrub	PRICKLY ASH	1
ZIZAUR	6 Zizia aurea	-1 FAC+	Nt P-Forb	GOLDEN ALEXANDERS	1
				JAPANESE HONEYSUCKLE	4
Other Species and Animals:				SPOTTED KNAPWEED	4
Warbling Vireo				FALSE SOLOMON'S SEAL	1, 4, 5
turkey vulture				MEADOW RUE	4
Indigo Bunting				COLUMBINE	1

Bluebirds	SPATTERDOCK	1
Pileated Woodpeckers	LIONSFOOT	1
Orioles	JEWELWEED	1,4
Veery	PEARL CRESCENTS	1
American Robin	PETOLA	1
Red-Tail Hawk		
Eastern Massasauga Rattlesnake		
Blanding's Turtle		
Common Yellow-Throat		
Osprey		
Bald Eagle		
White-Tailed Deer		
Damselfly		
Song Sparrow		
Blue-Winged Warbler		
Baltimore Caterpillar		
Hummingbird		
Green Frog		
Great Heron		
Cedar Waxwing		
Gray Tree Frog		
Northern Spring Peeper		
Cardinal		
Sunfish		
Tufted Titmouse		
Eastern Towhee		
Scarlet Tanager		
Yellow Warbler		
Swamp Sparrow		
Junco		

C) CONSERVATION VALUES

The full list of Conservation Values is stated in Appendix A., Section 2 of the Red Tail Parcels 1 & 2 Conservation Easement. These include watershed protection, habitat for rare and threatened species, wetlands, and the addition of adjacent conserved acres to add to conservation values already protected.

D) CONDITION OF THE PROPERTY AND ENVIRONMENTAL CONCERNS

The property is mostly in excellent condition. There are many invasive species on the property including japanese honeysuckle, japanese knotweed, autumn olive, and multi-flora rose colonizing in the young forest on the west side of Parcel 2 where the AG and BE designated areas are. The largest environmental concern is the potential for some degradation if the public drain channel is ever intensively managed. Speaking with the current drain commissioner, the chances of any maintenance in the corridor that passes through this conservation easement property are slim to none because that section is a highly naturalized stream system that has drained the areas to the northeast without obstacle for decades.

There are no known trespass issues with the neighbors, the boundaries seem clear and respected. The majority of the surrounding property will also be conserved through conservation easement so future residential development is not an environmental concern. Areas outside of the conservation easement properties that are not conserved will likely be targeted for commercial and residential development as the Paw Paw Lake/Watervliet area and its proximity to Lake Michigan continue to attract residents. The legal condition of the property in the title commitment in Appendix B is free and clear.

E) MANAGEMENT (Ecological)

The owners retain the right to conduct ecological restoration with an approved Ecological

Restoration Plan if (a) it is planned and undertaken meeting the following goals and (b) is conducted (i) in accordance with applicable government regulations, (ii) in accordance with a **Management Plan** or an **Ecological Restoration Plan** prepared by a qualified natural resource professional approved in advance by the Conservancy.

Ecological restoration is the process of assisting the recovery and management of ecological integrity with sensitivity to regional and historical context of the landscape. Ecological Restoration includes, but is not limited to, planting native species, removing non-native or invasive species, clear cutting aspen stands to promote regeneration, and implementation of a natural disturbance regime (e.g., fire) appropriate for the Property.

1) *Goals.* The goals are:
   a. to maintain, improve or enhance the overall ecological integrity of the Property (wildlife habitat and species diversity);
   b. to maintain, improve or enhance the scenic character of the Property;
   c. to restore the biodiversity, function, and ability of the property to reasonably accommodate normal disturbances;
   d. to conserve native plant and animal species;
   e. to protect water quality, wetland, and riparian zones; and
   f. to minimize soil disturbance and erosion.

The **Ecological Restoration Plan** shall be provided to the Conservancy for the Conservancy's review and written approval under the provisions of **Paragraph 8.** The Conservancy shall review and either approve or notify the Owner of any deficiencies in the Plan that relate to protecting the Conservation Values of the Property. The Conservancy's written approval may be withheld only upon a reasonable determination by the Conservancy that the proposed action(s) would be inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.

The Owner retains the right to maintain agricultural operations on the Property. Agricultural and Open Space use is permitted in areas designated as **Agriculture (AG)** on the **Baseline Documentation Map** and is defined as the planting and harvesting of crops, nursery stock, and trees for silviculture. Agricultural management operations shall employ generally accepted agricultural management practices as defined and recommended in the Michigan Right-to-Farm Act, Public Act 93 of 1981, as amended, MCL 286.472, 286.473, and 286.474, or successor provisions then applicable, that address soil and water conservation, pest management, nutrient management and other management practices. If the Owner, wishes to manage the **Agriculture** in whole or in part as non-agricultural open-field, the Owner maintains the right to cut vegetation or harvest any trees that may grow in areas designated as **Agriculture** on the **Baseline Documentation Map**, regardless of whether any such trees were planted or encroached into the existing open space area through natural succession. The Owner may mow, burn or otherwise remove vegetation in this area provided any such vegetation removal is done to maintain the open space character of the Property, and provided it remains in some vegetative cover such as

grass. More details for these provisions are provided in the conservation easement document.

There can be structures built in the 9.4 acre building envelope as well as management to maintain the open character, gardening, and stabling of livestock. There are currently trails on the property; however, the owner retains the right to create and maintain trails for use of the property. The owner retains the right to equestrian riding on designated trails throughout the property outside of designated wetlands. The owners are allowed to operate motorized vehicles off trails and two tracks to accomplish activities expressly permitted in Section 4 of the conservation easement. However, if the Conservancy determines that motorized vehicle use is adversely impacting the Conservation Values, it may, at its discretion, modify or eliminate the right to use motorized vehicles.

F) HUMAN-MADE FEATURES

There are human-made features within the Conservation Easement boundaries, all of which are pictured in Appendix D. There is a limited amount of fencing along the south property line within the Building Envelope (BE), and on the edge of the agricultural fields. The structure within the BE is a hoop-house which does not contain a permanent foundation. All total there is currently 0 square feet of impervious surface in the BE and there can be 5,000 square foot surface area built to total 5,000 impervious square feet in the BE.

Within the Beach Area, as identified on the Baseline Documentation Map, there is a dock and an outbuilding. The outbuilding totals 300 square feet, but additions are permitted to encompass a cumulative total of 500 square feet. The dock is pictured in Appendix D and may be maintained. One additional dock is also permitted. There is a trail system through part of the Natural area that is identified on the Baseline Documentation Map. The bulk of the camp structures and the immediate area surrounding the camp that gets the most human use is excepted from this conservation easement.

INFORMATION on the RESOLUTION ACCEPTING the GIFT

The SWMLC Board of Directors approved the partial purchase of development rights for the Red Tail Parcels 1 & 2 Conservation Easement at its September 22, 2011 meeting held at the offices of Houser & Baiers PC, 8120 Moors Bridge Road, Suite C, Portage, Michigan 49024.

Appendix A.

RECORDED CONSERVATION EASEMENT

KC
2
2011

Lori D. Jarvis Register Of Deeds
Berrien County, Michigan
Rec $91 00
Remon $4 00
Tax Crt $0 00
Recorded
December 05, 2011 10:21:25 AM
Liber 2976 Page 3182-3209
Receipt # 65046 EASE #2011030475
Liber 2976 Page 3182

STATE OF MICHIGAN
Berrien County
December 05, 2011
Receipt # 65046

REAL ESTATE TRANSFER TAX
$28.60 - CO
$195.00 - ST
Stamp # 20031

Grant Agreement - Title - Howlett, Phil

RED TAIL PARCELS 1 & 2 CONSERVATION EASEMENT

DATE: **November 30, 2011**

DONOR/OWNER: **Ronora Lodge & Retreat Center LLC, Durward J. Gehring a/k/a James Gehring a/k/a Jim Gehring, Manager, whose address is P.O. Box 111, Watervliet, MI 49098 and its heirs, executors, administrators, designated successors and designated assigns.**

DONEE/CONSERVANCY: **Southwest Michigan Land Conservancy, Inc. a Michigan nonprofit corporation, "Conservancy", whose address is 6851 South Sprinkle Road, Portage, Michigan 49002, its successors and assigns.**

For purposes of this Conservation Easement, the Donor, who is the current Owner, and all subsequent Owners of the subject Property, will be referred to as the "Owner" throughout this Conservation Easement. The Donee will be referred to as the "Conservancy" throughout this Conservation Easement.

11-21

PROPERTY: **Two parcels of land situated in the County of Berrien, Township of Watervliet, State of Michigan, described in Exhibit A.**

CONVEYANCE: The Owner conveys and warrants to the Conservancy a perpetual Conservation Easement over the Property. The scope of this Conservation Easement is set forth in this agreement. This easement was purchased, in part, with fund through a Non-Point Source Pollution Grant with the Michigan Department of Environmental Quality, and as consideration for the grants and conveyances made herein, payment has been made to Owner in the

Berrien County Register of Deeds
Received 12/5/11 Time 9:24:05 AM

Berrien County Register of Deeds
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amount of Twenty-Five Thousand Five Hundred Fifteen Dollars ($25,515), increased or decreased to reflect closing adjustments and pro-rations, the receipt and adequacy of which is hereby acknowledged. This payment is equivalent to roughly 25% of the appraised value of development rights. This conveyance is thus, in part, a gift from the Donor to the Conservancy.

THE OWNER AND THE CONSERVANCY AGREE TO THE FOLLOWING:

1. PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF THE OWNER AND THE CONSERVANCY.

A. This Conservation Easement:

1) Protects a natural habitat for fish, amphibians, and reptiles with a natural shoreline along Lake Sherwood, fen, wetlands and forested uplands and open spaces which support a diversity of plants and animals including the Eastern Massasauga Rattlesnake, a Federal candidate species for endangered listing status and also a State of Michigan species of Special Concern.

2) Protects a significant intact and pristine wetland complex with extensive watershed values to the larger Paw Paw River Watershed (PPRW).

3) Protects land adjacent to 126 acres of conservation lands that will be protected concurrently with this Conservation Easement.

4) Preserves open space and will yield a significant public benefit

a) Pursuant to a clearly delineated Federal, State, or local governmental conservation policy.

These purposes will be referred to as the "Purposes" in this Conservation Easement.

A. The Owner of the Property is committed to preserving the Conservation Values of the Property. The Owner agrees to confine use of the Property to activities consistent with the Purposes and the preservation of the Conservation Values. Any uses of the Property which may impair or interfere with the Conservation Values are expressly prohibited.

B. The Conservancy (i) is a qualified holder of this Conservation Easement committed to preserving the Conservation Values of the Property and upholding the terms of this Conservation Easement (ii) is a tax-exempt, nonprofit Michigan corporation qualified under Internal Revenue Code Sections 501(c)(3) and 170(h)(3), (iii) has the resources to enforce this Easement, (iv) protects natural habitats of fish, wildlife, plants, and the ecosystems that support them and (v) preserves open spaces, including farms and forests, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies and where it will yield a significant public benefit.

2. **CONSERVATION VALUES.** The Property possesses natural, scenic, historic, open

space, scientific, biological, and ecological values of prominent importance to the Owner, the Conservancy, and the public. These values are referred to as the "Conservation Values" in this Easement. Certain Conservation Values may have relevance to more than one Purpose, even though they are listed only once. The Conservation Values include the following:

A. **The Property contains significant natural habitat in which fish, wildlife, plants or the ecosystems which support them, thrive in a natural state, as demonstrated by:**

WILDLIFE HABITAT

1) The Property provides vital corridor wetlands and upland wildlife habitats for the state of Michigan species of Special Concern Eastern Massasauga Rattlesnake, also a candidate species for protected status on the Federal Endangered Species List. The Eastern Massasauga Rattlesnake inhabits the Property in large numbers. The Property also protects habitat for the Blanding's Turtle and Red-Shouldered Hawk, both state species of Special Concern.
2) The Property contains natural areas that represent high quality examples of terrestrial or aquatic communities including fen wetlands, tamarack swamp, forested swamp, scrub shrub swamp and lake frontage.
3) High quality habitat on the Property serves as a connection for wildlife movement and creates a natural "greenway" along Sherwood Lake moving west toward Paw Paw Lake. These areas connect to adjacent upland/wetland habitat totaling 126 acres that is being protected concurrently with this Conservation Easement, thus expanding the greenway to over one combined mile of natural area just east of Paw Paw Lake.
4) The Property is noteworthy for the excellent quality of the fen and open water habitats, which includes unique and rare plant species such as the carnivorous pitcher plant and showy lady slippers. The Property's habitats are home to biodiverse vegetation, birds, mammals, aquatic invertebrates, reptiles, and amphibians.
5) Valued native forest land exists on the Property, which includes diverse native species, trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees and downed logs.

WATERSHED PROTECTION

1) The Property provides important natural land within the watershed of Paw Paw Lake and larger PPRW. Protection of the Property in its largely unfragmented natural and open space condition helps to ensure the quality and quantity of water resources for the greater Watervliet area.

2) Wetlands, as described in Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Code MCL 324.30301 et seq., identified as important natural resources for the people of the State of Michigan, are present on the Property. Wetland communities are wide-ranging, and include, forested swamp, fen and other scrub-shrub wetland, vernal pools and deep water swamps that transition into open water. Specifically, 67% of the property, approximately 57 acres, is designated wetland as classified by the U.S. Fish and Wildlife National Wetlands Inventory. The majority, 37.7 acres is designated scrub-shrub wetland, most of which is further classified as fen. 11.83 acres is designated forested wetland, including areas of tamarack swamp, and the remaining 7.4 acres is the open water of Sherwood Lake. A combination of surface flow, wetlands, and groundwater springs creates a unique hydrology that enables a broad diversity of plant communities to thrive on the site.

3) The Property includes approximately 2,000 feet of frontage on Sherwood Lake.

4) The Property was identified as a highest priority parcel for conservation in the 2006 Michigan Department of Environmental Quality 319 funded management plan prepared for the watershed. According to this 2006 PPRW Management Plan, the wetland resource base in the PPRW has undergone significant disruption in the 200 years since Michigan was settled. Protection of this Property preserves a large block of critical wetland that provides critical functions that are protective of water quality and quantity functions.

   According to a 2011 MDEQ- funded landscape level wetland functionality assessment, on-site wetlands score high for the following functions: floodwater storage, streamflow maintenance, nutrient transformation, sediment retention, shoreline stabilization, fish habitat, stream shading, and waterfowl/waterbird habitat. On-site wetlands score medium for interior forest bird habitat, ground water influence, and importance as imperiled wetlands. Protecting the surrounding upland areas which contain groundwater seeps and springs, and protecting adjacent land concurrent to this Conservation Easement ensures the protection of land that contributes greatly to sustaining the water quality and quantity of the larger PPRW. Many of the above-listed functions have been severely diminished within the larger PPRW over time.

PROXIMITY TO PROTECTED LANDS

1) The Property lies directly adjacent to the following properties, being concurrently conserved, which similarly preserve the existing natural habitat:
   a) Red Tail Parcel 4 Conservation Easement, Southwest Michigan

Land Conservancy, Watervliet Township, Section 12.

b) Red Tail Parcel 5 Conservation Easement, Southwest Michigan Land Conservancy, Watervliet Township, Section 13.

2) The Property lies is less than one (1) mile from the following conserved properties which similarly preserve the existing natural habitat:
   a) Site Number 04-11-0130 Conservation Easement, Michigan Department of Environmental Quality, Watervliet Township, Section 11.
   b) Woodland Nature Conservancy, Woodland Nature Conservancy, Watervliet Township, Section 14.
3) Preservation of the Property enables the Owner to integrate the conservation values with other neighboring lands.

B. **The Property provides open space that protects the biological integrity of the natural area corridor and that will yield a significant public benefit through:**

OPEN SPACE PROTECTION

1) Relief from urban closeness as the village of Watervliet expands.
2) Biological integrity of other land in the vicinity has been subdivided and modified by intense urbanization, and the trend is expected to continue.
3) There is a reasonable possibility that the Conservancy may acquire other valuable property rights on additional nearby or adjacent properties to expand the Conservation Values preserved by this Conservation Easement.
4) The Property is located within Watervliet Township, an area that has grown rapidly with residential development over the past century, especially around Paw Paw Lake, a trend that is expected to continue.
5) The Property is desirable for residential development because of its size, nearly complete ownership of Sherwood Lake, location in the Paw Paw Lake area, and incredible scenic vistas and high quality natural areas; and in the absence of this Conservation Easement the Property could be developed in a manner that would destroy the Conservation Values.

C. **The Property is preserved pursuant to a clearly delineated federal, state, or local conservation policy and yields a significant public benefit. The following legislation, regulations, and policy statements establish relevant public policy:**

PUBLIC LAW

The State of Michigan has recognized the importance of protecting our natural resources as delineated in the 1963 Michigan Constitution, Article IV, Section 52, "The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety, and general welfare of the people. The legislature shall provide for the

protection of the air, water, and other natural resources of the state from pollution, impairment, and destruction."

1) Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.2140 *et seq.*;
2) Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.35501 *et seq;* (Legislative Findings § 324.35502);
3) Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Act - MCL §§ 324.30301 *et seq.*; (Legislative Findings MCL § 324.30302);
4) Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, aka "Section 404" Clean Water Act.);
5) Inland Lakes and Streams, Part 301 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.30101 *et seq.*;
6) Great Lakes Submerged Lands, Part 325 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.32501 *et seq.*;
7) Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.36101 *et seq.*;
8) Soil Conservation, Erosion, and Sedimentation Control, Parts 91 & 93 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.9101 *et seq;* 324.9301 *et seq*; (Legislative Policy § 324.9302); and
9) The 2006 Michigan Department of Environmental Quality-funded Paw Paw River Management Plan, identifies this Property as a "highest-priority" parcel for conservation based upon its significance toward the overall protection of water quality and quantity in the Paw Paw River Watershed.

3. **BASELINE DOCUMENTATION.** Specific Conservation Values of the Property have been documented in a natural resource inventory signed by the Owner and the Conservancy. This "Baseline Documentation Report", which is incorporated herein by reference, consists of maps, a depiction of existing human-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features, and photographs. The parties acknowledge that the Baseline Documentation Report is an accurate representation of the Property at the time of this donation. The Conservancy may use the Baseline Documentation Report in enforcing the provisions of this Conservation Easement but is not limited to the use of the Baseline Documentation Report to show a change in conditions. Any characterization of the terms of this Conservation Easement contained in the Baseline Documentation Report shall not be interpreted so as to alter, amend, or otherwise modify this Conservation Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation Report, the terms of this Conservation Easement shall prevail.

4. **PROHIBITED ACTIONS.** Any activity on, or use of, the Property that is inconsistent with the Purposes or that is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are expressly prohibited:

A. **Subdivision.** The legal or defacto subdivision of the Property, including any subdivision, short subdivision, platting, binding site plan, testamentary division, creation of a site condominium or other submission of the Property to a condominium form of ownership, or other process by which the Property is divided into lots or in which title to different portions of Property are held by different owners is prohibited.

B. **Commercial Activities.** Any commercial activity on the Property is prohibited, except for de minimis commercial recreational activity as such term is referenced in Internal Revenue Code Section 2031(c)(8)(B).

C. **Industrial Activities.** Any industrial activity on the Property is prohibited.

D. **Construction.** The placement or construction of any human-made modifications, including structures, buildings, fences, roads, and parking lots is prohibited except as provided for under **Paragraph 5**.

E. **Cutting Vegetation.** Any alteration of trees or vegetation, including pruning or trimming, is prohibited, except for the cutting or removal of trees or vegetation that are (i) a threat to human life or property, or (ii) generally accepted as diseased or invasive species by conservation professionals and as provided for under **Paragraph 5**.

F. **Alteration of Land.** The alteration of the surface of the land, including the excavation or removal of soil, sand, gravel, rock, peat, or sod is prohibited except as provided for under **Paragraph 5**.

G. **Mining and Oil and Gas Extraction.** The Owner retains the right to extract oil, gas, hydrocarbons, or petroleum from the Property for commercial purposes as described in **Paragraph 5** provided that no exploration for, or extraction of, minerals shall be conducted from the surface of the Property. The Owner may enter into a non-developmental lease if said lease is part of a pool for oil, gas, hydrocarbons or petroleum which solely permits the extraction of oil, gas, hydrocarbons, or petroleum. Extraction shall not involve any surface alteration of the Property or construction or placement of any structures, including pipelines, on, over, across, or under the Property.

H. **Dumping.** Processing, storage, dumping, or disposal of liquid, solid, natural or

man-made waste, refuse, or debris on the Property is prohibited.

I. **Water Courses, Ground Water.** Natural water courses, lakes, wetlands, or other bodies of water may not be altered and water from ground or surface sources may not be diverted except as provided for under **Paragraph 5**.

J. **Off-Road Recreational Vehicles.** Motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles may not be operated off of designated roads on the Property except as provided for under **Paragraph 5**.

K. **Livestock**. Raising or housing of livestock, poultry or horses, commercial kenneling of animals and commercial aquaculture is prohibited on the Property except as provided for under **Paragraph 5**.

L. **Signs and Billboards.** Billboards are prohibited. Permanent signs are prohibited, except the following signs may be displayed for the following purposes and any other purposes that are consistent with the Permitted Uses under **Paragraph 5**:

- To disclose the name and address of the Property or the owner's name.
- To disclose that the area is protected by a conservation easement.
- To state that trespassers or any unauthorized entry or use is prohibited.
- To advertise the Property for sale or lease.
- To identify and interpret trails and natural features.
- To warn of the presence of dogs or other animals.
- To warn or deal with matters of property boundaries, health, safety, and welfare.
- To include signage required by law or other rules or regulations.

5. **PERMITTED USES.** The Owner retains all ownership rights that are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:

A. **Right to Convey.** The Owner retains the right to sell, mortgage, bequeath, or donate the Property. Any conveyance will remain subject to the terms of the Conservation Easement and the subsequent Owner will be bound by all obligations in this agreement.

B. **Right to Add, Maintain, Renovate, and Replace Designated Structures and Uses in the Building Envelope.** The Owner retains the right to add, maintain, renovate, and replace the structures, in the **Building Envelope (BE)** described below and as noted on the **Baseline Documentation Map**.

1) The Owner retains the right to add, maintain, renovate, and replace one residential structure and one or more ancillary outbuildings and storage structures, including but not limited to camp structures, garages, barns, storage

buildings, or greenhouses.

Any expansion or construction of new structures, or renovation or expansion or replacement of existing structures shall not result in an aggregate impervious land surface area of more than 5,000 square feet land surface area. At the time of the conveyance of the Conservation Easement, the land surface area of all the existing structures on the Property in the **BE** is approximately zero (0) square feet. The impervious land surface area of all future expansions and additional construction shall not exceed 5,000 square feet land surface area. Thus, the aggregate impervious land surface area of all structures, both existing and future, shall never exceed 5,000 square feet land surface area within the **BE**.

The **Building Envelope** is more specifically described as the following:

Commencing at the North Quarter Post of Section 13, thence South 0 degrees 0 minutes 0 seconds East 701.7 feet to the place of beginning; thence South 0 degrees 0 minutes 0 seconds East 609.3 feet, thence South 90 degrees 0 minutes 0 seconds West 590.9 feet, thence North 0 degrees 0 minutes 0 seconds East 609.3 feet, thence North 90 degrees 0 minutes 0 seconds East 590.9 feet.

The Building Envelope encompasses approximately 9.46 acres.

The Owner retains the right to access the **BE** via one (1) driveway. The driveway will provide access to **BE** via the public roadway known as Dwight Boyer Road and may be improved and widened. The driveway and corresponding right-of-way may not exceed 25 feet in width. The driveway and parking area are not included in the impervious square feet of land surface area limit mentioned above and must be less than 25 feet in width with only a minimal amount of paved area for parking.

To define the corners of the **BE** the Owner permits the Conservancy to install small permanent concrete or metal rod markers. The Owner shall not cover remove or otherwise damage, disturb, or destroy these markers.

Also, the Owner retains the right to provide for utilities to serve the outbuildings within the **BE**. These utilities include, but are not limited to, electricity, water, onsite wells, and septic and sewer services. These utilities can be located either above ground, or below ground and whenever possible will be located within the right-of-way of the driveway, provided the activity does not substantially alter the landscape or adversely impact the Conservation Values of the Property.

Prior to adding any new structure and prior to renovating or replacing any structure or making a significant change to the driveway, the Owner will provide a written plan to the Conservancy for the Conservancy's review and written approval under the provisions set forth in the Conservation Easement, specifically

in **Paragraph 8**. The purpose of the Conservancy's review of the written plan is to make sure the proposed activity is consistent with the terms of this Conservation Easement. So long as the written plan is consistent with the terms of this Conservation Easement, the Conservancy shall approve the written plan.

C. **Right to Maintain, Replace and Expand Designated Structures outside of the Building Envelope.** The Owner retains the right to maintain, replace and expand the existing storage shed within the **Beach Area** as identified on the **Baseline Documentation Map** near the shore of **Sherwood Lake**. Any renovation, expansion or replacement of the existing structure must be executed in substantially the same location and shall not substantially alter the character or function of the structure and shall not result in an aggregate impervious land surface area of more than 500 square feet land surface area. At the time of the conveyance of the Conservation Easement, the land surface area of the existing structure on the Property outside of the **BE** is approximately 300 square feet. The impervious land surface area of all future expansions and additional construction in the same location shall not exceed 200 square feet land surface area and shall not alter the character or function of the existing storage shed. Thus, the aggregate impervious land surface area of the structure shall never exceed 500 square feet land surface area.

Prior to expanding, renovating or replacing the structure or making a significant change, the Owner will provide a written plan to the Conservancy for the Conservancy's review and written approval under the provisions set forth in the Conservation Easement, specifically in **Paragraph 8**. The purpose of the Conservancy's review of the written plan is to make sure the proposed activity is consistent with the terms of this Conservation Easement. So long as the written plan is consistent with the terms of this Conservation Easement, the Conservancy shall approve the written plan.

D. **Right to Add and Maintain Trails and Elevated Walking Platforms.** The Owner retains the right to maintain existing foot trails and existing unpaved two-tracks throughout the Property provided that the maintenance activity does not substantially alter the landscape or adversely impact the Conservation Values of the Property.

The Owner also retains the right to add additional trails and elevated walking platforms. Prior to adding any new trail or walking platform, the Owner will notify the Conservancy in writing for the Conservancy's review and written approval under the provisions of **Paragraph 8**. The addition of any new trails or elevated walking platforms may not substantially alter the landscape of the Property nor shall it adversely impact the Conservation Values of the Property. Any additional trails or elevated walking platforms shall be designed in a manner that protects the Conservation Values to the greatest extent reasonably possible.

E. **Right to Construct and Maintain Perimeter Barriers.** The Owner retains the right to construct and maintain fencing or other deterrent type of structures to prevent access by off-road recreation vehicles or other unauthorized access provided the construction of such fencing or structures do not adversely impact the Conservation Values of the Property.

F. **Right to Conduct Ecological Restoration.** The Owner retains the right to conduct ecological restoration on the Property if (a) it is planned and undertaken meeting the following goals and (b) is conducted (i) in accordance with applicable government regulations, (ii) in accordance with a **Management Plan** or an **Ecological Restoration Plan** prepared by a qualified natural resource professional approved in advance by the Conservancy.

Ecological restoration is the process of assisting the recovery and management of ecological integrity with sensitivity to regional and historical context of the landscape. Ecological Restoration includes, but is not limited to, planting native species, removing non-native or invasive species, and implementation of a natural disturbance regime (e.g., fire) appropriate for the Property.

1) *Goals.* The goals include one or more of the following:
   a. to maintain, improve or enhance the overall ecological integrity of the Property (wildlife habitat and species diversity);
   b. to maintain, improve or enhance the scenic character of the Property;
   c. to restore the biodiversity, function, and ability of the property to reasonably accommodate normal disturbances;
   d. to conserve native plant and animal species;
   e. to protect water quality, wetland, and riparian zones; and
   f. to minimize soil disturbance and erosion.

The **Ecological Restoration Plan** shall be provided to the Conservancy for the Conservancy's review and written approval under the provisions of **Paragraph 8**. The Conservancy shall review and either approve or notify the Owner of any deficiencies in the Plan that relate to protecting the Conservation Values of the Property. The Conservancy's written approval may be withheld only upon a reasonable determination by the Conservancy that the proposed action(s) would be inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.

G. **Right to Maintain Agricultural and Open Space Activities/Uses.** The Owner retains the right to maintain agricultural operations on the Property. Agricultural and Open Space use is permitted in areas designated as **AG** on the **Baseline Documentation Map** and is defined as the planting and harvesting of crops, nursery stock, and trees for silviculture. Agricultural management operations shall employ generally accepted agricultural management practices as defined and recommended in the Michigan Right-to-Farm Act, Public Act 93 of 1981, as

amended, MCL 286.472, 286.473, and 286.474, or successor provisions then applicable, that address soil and water conservation, pest management, nutrient management and other management practices.

1. "**Agricultural Use**" means use of substantially undeveloped land for the production of horticultural, and agricultural crops useful to humans, including but not limited to fruits, nuts, vegetables, mushrooms, Christmas trees, timber trees, and grains and feed crops, the pasturing of livestock, horses and barnyard animals, and the following related uses and activities:
   a. Excavation for the purposes consistent with agriculture use such as irrigation pipes and irrigation wells. Disrupted surfaces shall be resorted in a manner consistent with agricultural uses, including replacement of a minimum of four (4) inches of topsoil and seeding within a reasonable period of time after disruption.

2. **"Open Spaces Use"** as used herein means:
   a. Agricultural Uses as defined above;
   b. Non-agricultural uses that conserve natural, scenic or designated historic resources;
   c. Windbreaks and other vegetation; and
   d. Habitat for native wildlife species.

3. In order to preserve the scenic beauty of the Property and protect the Conservation Values of the Property, Agricultural and Open Space Uses does not include the use of the Property as a commercial feedlot, or a confined or concentrated animal feeding operation ("CAFO").

The Owner additionally retains the right to have horses or barnyard animals. Grazing is permitted in areas designated **BE** or **AG** on the **Baseline Documentation Map**. The right to use the property for animals under this paragraph (including the number of animals on the Property) shall be done in a way that does not adversely impact the Conservation Values of the Property and also shall be consistent with the following:

4. For the purposes of shelter and general care, the **BE,** as identified on the **Baseline Documentation Map** should be used for the stabling of horses, livestock and barnyard animals. Pasturing of animals must occur within the areas designated as **BE** or **AG** on the **Baseline Documentation Map**.

5. In order to protect the Conservation Values of the Property the Owner must i) erect and maintain fencing and enclosures adequate to prevent horses and barnyard animals from entering areas designated as **Natural Area (NA)** on the **Baseline Documentation Map** with exception for equestrian riding on designated trails outside of **Designated Wetlands**,

and ii) maintain a protective vegetative buffer strip on the **AG** side of all fencing adjacent to the area designated as **NA** on the **Baseline Documentation Map** to effectively filter nutrients.

H. **Right to Maintain the Agriculture Area as Non-agricultural Open Fields.** If the Owner, wishes to manage the area designated as **AG** on the **Baseline Documentation Map** in whole or in part as non-agricultural open-field, the Owner maintains the right to cut vegetation or harvest any trees that may grow in areas designated as **AG** on the **Baseline Documentation Map**, regardless of whether any such trees were planted or encroached into the existing open space area through natural succession. The Owner may mow, burn or otherwise remove vegetation in this area provided any such vegetation removal is done to maintain the open space character of the Property, and provided it remains in some vegetative cover such as grass, grasses and plants native to Michigan are encouraged.

I. **Right to Hunt and Fish.** The Owner retains the right to allow hunting, fishing and trapping on the Property as regulated by the Michigan Department of Natural Resources or applicable successor agency and as a management tool in circumstances necessary to control wildlife and feral animals.

J. **Right to Construct and Maintain Hunting Blinds, Viewing Platforms and Tree Stands**. The Owner retains the right to construct and place blinds on the Property for the purpose of hunting and viewing wildlife. Blinds and viewing platforms shall not have a foundation constructed with concrete or other permanent materials. The Owner may affix permanent tree stands that are constructed from wood or fasten tree stands that are portable and non-permanent, made from any materials that common or standard for these devices.

K. **Right to Noncommercial Fruit, Berry and Mushroom Picking.** The Owner and clients of the camp and retreat center retain the right to noncommercial fruit, berry and mushroom picking provided such activities do not adversely impact the Conservation Values on the Property.

L. **Right to Equestrian Riding.** The Owner retains the right to equestrian riding in the **BE** and **AG** areas and on established two tracks and foot trails in the **NA** outside of **Designated Wetlands** as referred to on the **Baseline Documentation Map**, provided such activities do not adversely impact the Conservation Values of the Property.

M. **Right to Maintain Natural Area.** Cutting down or otherwise destroying or removing trees or other vegetation whether living or dead is prohibited in areas designated as **NA** on the **Baseline Documentation Map**, except to remove dangerous trees, reduce a natural threat of infestation posed by diseased

vegetation, or control invasive and/or non-native plant species that endanger the health of native species. Also except for the removal of dead and downed trees for firewood for the Owners personal use, including for camp and retreat center activities, provided that such harvest does not exceed ten (10) full cords of wood in any one (1) calendar year.

N. **Right to Exploit Subsurface Mineral Resources.** The Owner retains the right to extract oil, gas, hydrocarbons, or petroleum for commercial purposes provided that no exploration for, or extraction of, minerals shall be conducted from the surface of the Property. The Owner may enter into a non-developmental lease if said lease is part of a pool for oil, gas, hydrocarbons or petroleum which solely permits the extraction of oil, gas, hydrocarbons, or petroleum. Any construction or placement of any structures, including pipelines, on, over or across the Property is prohibited. Under no circumstances are surface mining methods allowed.

Prior to engaging in a non-development lease, the Owner will provide a draft of said lease to the Conservancy for the Conservancy's review and written approval under the provisions set forth in the Conservation Easement, specifically in **Paragraph 8**. The purpose of the Conservancy's review of the written plan is to make sure the proposed activity is consistent with the terms of this Conservation Easement. Approval from the Conservancy shall not be unreasonably withheld so long as the written plan is consistent with the terms of this Conservation Easement and does not adversely impact the Conservation Values.

Extraction of non-hydrocarbon or petroleum minerals, such as, sand, gravel, rock or peat, is prohibited.

O. **Right to Establish, Maintain, Renovate, and Replace Wind Generation Infrastructure.** The Owner also retains the right to establish, maintain, renovate, and replace one (1) wind turbine for the purpose of energy generation. The wind turbine shall not exceed eighty (80) feet in height and shall be located within the **BE** or **AG** area on the **Baseline Documentation Map**. Prior to adding or replacing any wind generation infrastructure, Owner will provide a written plan to the Conservancy for the Conservancy's review and written approval under the provisions set forth in the Conservation Easement, specifically in **Paragraph 8**. The purpose of the Conservancy's review of the written plan is to make sure the proposed activity is consistent with the terms of this Conservation Easement. So long as the written plan is consistent with the terms of this Conservation Easement, the Conservancy shall approve the written plan.

Additional wind turbines exceeding eighty (80) feet in height are permitted subject to prior approval of the Conservancy, as described in **Paragraph 8**. The Conservancy may approve or deny the request based upon the proposed impact to

conservation values.

P. **Right to Manage Sherwood Lake**. The Owner retains the right to maintain the identified **Beach Area** on **Sherwood Lake** as identified on the **Baseline Documentation Map** and manage **Sherwood Lake** on the Property if (a) it is planned and undertaken meeting the following goals and (b) is conducted (i) in accordance with applicable government regulations, (ii) in accordance with a **Management Plan** prepared by a qualified natural resource professional approved in advance by the Conservancy.

1) *Goals.* The goals include one or more of the following:
   a. to maintain, improve or enhance the overall ecological integrity of the lake
      (wildlife habitat and species diversity);
   b. to restore the biodiversity, function, and ability of the lake to reasonably accommodate normal disturbances;
   c. to conserve native plant and animal species;
   d. to protect water quality, wetland, and riparian zones; and
   e. to minimize soil disturbance and erosion.

The **Management Plan** shall be provided to the Conservancy for the Conservancy's review and written approval under the provisions of **Paragraph 8**. The Conservancy shall review and either approve or notify the Owner of any deficiencies in the Plan that relate to protecting the Conservation Values of the Property. The Conservancy's written approval may be withheld only upon a reasonable determination by the Conservancy that the proposed action(s) would be inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.

Q. **Right to Construct and Maintain Docks**. The Owner retains the right to maintain the existing **Dock** and add one (1) dock for use on the shore of **Sherwood Lake** as identified on the **Baseline Documentation Map** provided the activities comply with Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Code, MCL 324.30301 et seq. and Inland Lakes and Streams, Part 301 of the Michigan Natural Resources and Environmental Code, MCL 324.30101 et seq. or successor provisions then applicable. In order to preserve the scenic beauty of the Property and protect the Conservation Values of the Property, the docks may not serve as a marina which is defined as a boat basin that has docks, moorings, supplies, and other facilities for small boats. For purposes of this Conservation Easement, a dock will not be considered a marina if it is used to tie up canoes, paddleboats, and rowboats for use of the Owner and camp and retreat center clients, so long as such use does not rise to the level of being considered a "marina" under Part 301. Prior to beginning the construction, significant repair, or replacement of a dock, the Owner will provide a written plan to the Conservancy for the Conservancy's review and approval under the

provisions of **Paragraph 8**. Such approval shall not be unreasonably withheld.

R. **Recreational Activity.** The Owner may continue to allow clients of the camp and retreat center to use the property for recreational uses, including hiking, horseback riding as permitted in **Paragraph 5**, cross-country skiing, bicycling, playing field sports in the **AG** and **BE** areas as identified on the **Baseline Documentation Map**, swimming, fishing, camping in temporary structures placed in the **Agricultural** Area, and use of canoes, paddleboats, and other non-motorized boats on **Sherwood Lake**, so long as the activities do not violate the restriction on commercial recreation activity in **Paragraph 4B** and do not adversely impact the Conservation Values.

6. **RIGHTS OF THE CONSERVANCY.** The Owner conveys the following rights upon the Conservancy to perpetually maintain the Conservation Values of the Property:

A. **Right to Enter**. The Conservancy has the right to enter the Property at reasonable times to monitor the Property and to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. Notwithstanding the foregoing, the Conservancy may not unreasonably interfere with the Owner's use and quiet enjoyment of the Property or permit others to enter the Property. The general public is not granted access to the Property under this Conservation Easement.

B. **Right to Preserve.** The Conservancy has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes or detrimental to the Conservation Values of the Property.

C. **Right to Require Restoration.** The Conservancy has the right to require the Owner to restore the areas or features of the Property which are damaged by any activity inconsistent with this Conservation Easement.

D. **Signs.** The Conservancy has the right to place signs on the Property which identify the land as protected by this Conservation Easement. The number and location of any signs are subject to the Owner's approval.

7. **CONSERVANCY'S REMEDIES.**

A. **Delay in Enforcement.** A delay in enforcement shall not be construed as a waiver of, or otherwise a bar to, the Conservancy's right to enforce the terms of this Conservation Easement.

B. **Third Party Violations.** Notwithstanding the Owner's obligations under this Conservation Easement and the Conservancy's right to require restoration of the

Property, the Conservancy shall have the following rights for acts or occurrences at the Property beyond the direct or indirect control of the Owner:

1) The Conservancy may not bring an action against the Owner for modifications to the Property or damage to the Property or its Conservation Values resulting from natural causes beyond the Owner's control, including natural disasters, unintentional fires, floods, storms, natural earth movement or other acts of God that impair the Conservation Values.

2) The Owner shall be responsible for modifications or damage to the Property that impair or damage the Conservation Values of the Property and result from the acts of third parties whose use of, or presence on, the Property is authorized by the Owner. Owner shall perform such restoration pursuant to and in accordance with a restoration plan prepared by a competent professional selected by the Owner and approved by the Conservancy. The contents of the restoration plan shall be subject to the prior written approval of the Conservancy.

3) In the event of an unauthorized third-party violation of the Conservation Values on the Property, the Conservancy shall not seek restoration or exercise remedies available to it if and so long as the Owner diligently pursues all available legal remedies against the violator. In the event actions taken by unauthorized third parties impair the Conservation Values protected by this Conservation Easement, the Conservancy reserves the right, either jointly or severally, to pursue all appropriate civil and criminal penalties to compel restoration and Owner assigns any claim or right to recover against such third parties to Conservancy.

C. **Notice and Demand.** If the Conservancy determines that the Owner is in violation of this Conservation Easement, or that a violation is threatened, the Conservancy shall provide written notice to the Owner. The written notice will identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property. If at any time the Conservancy determines, in its sole and absolute discretion, that the violation constitutes immediate and irreparable harm, no written notice is required and the Conservancy may then immediately pursue its remedies to prevent or limit harm to the Conservation Values of the Property. If the Conservancy determines that this Conservation Easement is, or is expected to be, violated, and the Conservancy's good-faith and reasonable efforts to notify the Owner are unsuccessful, the Conservancy may pursue its lawful remedies to mitigate or prevent harm to the Conservation Values without prior notice and without awaiting the Owner's opportunity to cure. The Owner agrees to reimburse all reasonable costs and attorney fees associated with the investigation, prevention,

mediation, and remediation of harm.

D. **Failure to Act.** If, within twenty-eight (28) days after written notice, the Owner does not implement corrective measures requested by the Conservancy or fails to supply a resolution satisfactory to the Conservancy, the Conservancy may bring an action in law and/or in equity to enforce the terms of the Conservation Easement. In the case of immediate or irreparable harm, as determined in the sole discretion of the Conservancy, or if an Owner is unable to be notified, the Conservancy may invoke these same remedies without notification and/or awaiting the expiration of the 28-day period. The Conservancy is entitled to enjoin the violation through temporary or permanent injunctive relief without bond or other security, and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling the Owner to restore the Property. If the court determines that the Owner has failed to comply with this Conservation Easement, the Owner shall also reimburse the Conservancy for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Conservancy.

E. **Actual or Threatened Non-Compliance.** The Conservancy's rights under this **Section 7** apply in the event of either actual or threatened violations of the terms of this Easement. The Owner agrees that the Conservancy's claim for money damages for any violation of the terms of this Easement is inadequate. The Conservancy shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. The Conservancy's claim for injunctive relief or specific performance for a violation of this Conservation Easement shall not require proof of actual damages to the Conservation Values.

F. **Cumulative Remedies.** The preceding remedies of the Conservancy are cumulative not exclusive and shall be in addition to all other remedies. Any, or all, of the remedies may be invoked by the Conservancy if there is an actual or threatened violation of this Conservation Easement.

8. **NOTIFICATION PROVISION.** The Conservancy is entitled to sixty (60) days written notice whenever its approval is required under this Conservation Easement. The Conservancy may obtain an additional thirty (30) day period to provide its approval by notifying the Owner of its intent to extend the time within the original sixty (60) day period. If the Conservancy fails to respond within sixty (60) days after it receives the written request, then its approval shall be deemed given. This implied approval shall not extend to any activity contrary to this Conservation Easement or impairing a Conservation Value. The Conservancy's approval shall continue for three years. If the approved activity is not commenced within three (3) months and diligently pursued or not completed within three (3) years after the approval date, then the Owner must re-submit the written application to the Conservancy.

If approval or consent to any proposed action or plan of the Owner (Owner's Proposal) is required under this Easement the Conservancy's approval or consent may be in the form of a Letter of Non-Objection from the Conservancy. Provided further, any consent, approval, or Letter of Non-objection shall not: a) create any liability on behalf of the Conservancy to any person regarding the Owner's Proposal, b) create any right to deviate from the terms of this Easement or act otherwise inconsistently with the Conservation Values protected by this Easement, c) be any endorsement, representation or warranty by the Conservancy regarding the soundness, safety, design, feasibility, functionality, or other aspect of the Owner's Proposal, d) create any precedent or other right to use of the Property in a manner inconsistent with the terms of this Easement, or e) create any bar to the Conservancy's right to enforce the terms of this Easement.

9. **SUBORDINATION.** Owner represents and warrants that as of the date of execution and recording of this Conservation Easement, the Property is not subject to any mortgage, lien, claim or interest which has not been subordinated to this Conservation Easement. Any mortgage, lien, claim or interest in the Property arising after the date of recording this Conservation Easement shall be subject and subordinate to the terms of this Conservation Easement.

10. **CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.**

A. This Conservation Easement is an interest in real property created pursuant to the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act (NREPA) - MCL §§ 324.2140 *et seq*.

B. This Conservation Easement is established for conservation purposes pursuant to the Internal Revenue Code, as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 C.F.R. § 1.170A-14 *et seq*, as amended.

C. The Conservancy is qualified to hold conservation easements pursuant to these statutes. It is a publicly supported, non-profit 501(c)(3) organization and all as defined by the applicable provisions of the Internal Revenue Code.

11. **OWNERSHIP COSTS AND LIABILITIES.** In accepting this Conservation Easement, the Conservancy shall have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the Property. The Conservancy's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act. The Conservancy, its members, trustees or directors, officers, employees, and managers have no liability

arising from injury or death to any person or physical damage to any property on the Property. The Owner agrees to defend, indemnify and hold harmless the Conservancy against such claims arising during the term of the Owner's ownership of the Property. Subsequent owners of the Property will similarly defend and indemnify the Conservancy for any claims arising during the tenure of their ownership. Notwithstanding the foregoing, the Conservancy shall indemnify and hold harmless the Owner from any claims for injury or death of any person or property incurred in connection with or arising out of the Conservancy's use of the Property.

12. **HAZARDOUS MATERIALS.** Owner represents, warrants and agrees Owner has no actual or constructive knowledge of, and shall not permit the presence, release or storage of, any hazardous substances or hazardous wastes upon the Property. [Hazardous substances and materials shall include reference to any chemicals, materials, petroleum products, agricultural wastes, in such form quantity or quality that is subject to regulation as hazardous or toxic under applicable, federal, state or local laws, regulations or otherwise and any material or substance that is know to, or may have adverse, harmful, or detrimental affects on human or animal health or the environment.] Owner shall defend, indemnify, and hold harmless the Conservancy from and against any claims arising out of any violation of this provision.

13. **REGULATORY AUTHORITY**. The Owner is solely responsible for obtaining any applicable permit or authorization or otherwise ensuring that any proposed use, building, construction, design, location, or other specification related to the Property meets applicable local, state, and federal zoning, requirement, regulation, rule, policy, or standard. In accepting this Conservation Easement, or in reviewing and/or approving any use, building, construction, design, location, or any other specification related to the Property or the use or development of the Property, the Conservancy makes no warranty that the proposed use, building, construction, design, location, or other specification or activity meets any local, state, or federal zoning, requirement, regulation, rule, policy, or standard and assumes no responsibility and be subject to no liability for the same.

14. **CESSATION OF EXISTENCE.** If the Conservancy shall cease to exist or if it fails to be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3), or if the Conservancy is no longer authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another entity which shall be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3). The Conservancy's rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.

15. **ASSIGNMENT.** Without notice to or consent of the Owner the Conservancy may assign its rights and obligations under this Conservation Easement only to an organization that, at the time of the assignment, is a "qualified conservation organization" under Section 170(h) of the Code of 1986, as amended. The Conservancy shall require as a condition of assignment that the assignee assume all obligations under this

Conservation Easement.

16. **TERMINATION.** This Conservation Easement may be extinguished only by an A. unexpected change in condition which causes it to be impossible to fulfill the Purposes, or B. by exercise of eminent domain.

A. **Unexpected Change in Conditions.** If subsequent circumstances render the Purposes impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The Conservancy will then be entitled to compensation in accordance with the provisions of Internal Revenue Code Treasury Regulations Section 1.170A-14(g)(6)(ii). Notwithstanding the foregoing, the Owner and Conservancy intend that this Conservation Easement not be subject to the legal doctrine of "changed conditions" that is applied to traditional servitudes. In making this grant, Donors have considered the possibility that uses prohibited by the terms of this easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of the Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of Owner that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

B. **Eminent Domain.** If the Property is taken, in whole or in part, by power of eminent domain, then the Conservancy will be entitled to compensation by the method as is set forth in IRC Treasury Regulations Section 1.170A-14(g)(6)(ii) in effect on the date of this Conservation Easement.

17. **LIBERAL CONSTRUCTION.** This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act MCL 324.2140 *et seq.*

18. **AMENDMENT**. Owner and Conservancy may jointly amend this Conservation Easement; provided that (i) such amendment shall be approved by the Conservancy in its sole and absolute discretion, (ii) no amendment shall be allowed that shall affect the qualification of this Conservation Easement or the status of the Conservancy under any applicable laws, including MCL 324.2140 – 324.2144, or Section 170(h) of the Code, (iii) any amendment shall be consistent with the Purposes, (iv) shall not affect the perpetual duration of this Conservation Easement, (v) shall be allowed to add real property to the legal description and, therefore, preserve additional land, and (vi) shall be allowed to correct clerical errors in the recorded document, such as an inaccuracy in a

legal description. Any such amendment shall be in writing and recorded in the official records of Kalamazoo County, Michigan, and any other jurisdiction in which such recording is required.

19. **NOTICES.** For purposes of this Conservation Easement, required written notices shall be sufficient if provided by either party to the other party by personal delivery or by First Class mail to the most recent address of record. If a new party succeeds either party or either party changes its address, the new address information shall be provided in writing to the other party as soon as practicable by personal delivery or First Class mail. Service will be complete upon personal delivery or upon depositing the properly addressed notice with the U.S. Postal Service with sufficient postage prepaid.

20. **SEVERABILITY.** If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.

21. **SUCCESSORS.** This Conservation Easement is binding upon, and inures to the benefit of, the Owner's and the Conservancy's successors in interest. All subsequent owners of the Property are bound to all provisions of this Conservation Easement to the same extent as the Owner/Donor.

22. **TERMINATION OF RIGHTS AND OBLIGATIONS.** A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring or accruing prior to transfer will survive the transfer.

23. **MICHIGAN LAW.** This Conservation Easement will be construed in accordance with Michigan Law.

24. **ENTIRE AGREEMENT.** This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

25. **CONSTRUCTION**. All Parties have reviewed this Agreement. Neither of the parties shall be deemed draftsman of this Agreement or any part thereof, each having had the benefit of counsel of the party's own choosing in negotiating its terms. Should any provision in the Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply a presumption that such provision shall be more strictly construed against the party who drafted such provision.

26. **EXHIBITS.** This Conservation Easement includes, and incorporates the following Exhibits:
A. Legal Description for Conservation Easement
B. Baseline Documentation Map

CERTIFICATION

DONOR/OWNER:
Ronora Lodge & Retreat Center LLC

Durward J. Gehring a/k/a James Gehring a/k/a Jim Gehring, Manager of Ronora Lodge & Retreat Center LLC
Its: Owner

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

Acknowledged before me on this 30th day of November, of 2011, by Durward J. Gehring a/k/a James Gehring a/k/a Jim Gehring, a single man.

SARA E. FRASZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF KALAMAZOO
MY COMMISSION EXPIRES Apr 9, 2013
ACTING IN COUNTY OF Kalamazoo

Notary Public _____
_____ County, Michigan
Acting in _____ County
My commission expires: _____

DONEE/SOUTHWEST MICHIGAN LAND CONSERVANCY:

Peter D. Ter Louw
Its: Executive Director

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

Acknowledged before me on this 30th day of November, of 2011, by Peter D. Ter Louw, known to me to be the Executive Director of the Southwest Michigan Land Conservancy.

SARA E. FRASZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF KALAMAZOO
MY COMMISSION EXPIRES Apr 9, 2013
ACTING IN COUNTY OF

Notary Public _____
_____ County, Michigan
Acting in _____ County
My commission expires: _____

SEND TAX BILL TO:
Owner

PREPARED BY AND AFTER RECORDING SEND TO:
Geoffrey Cripe
Land Protection Specialist
Southwest Michigan Land Conservancy
6851 S. Sprinkle Road
Portage, MI 4900

Exhibit A.

That part of the South Half of Section 12, Town 3 South, Range 17 West and part of the East Half of the Southeast Quarter of Section 11, Town 3 South, Range 17 West, described as follows: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09 degrees 24 minutes 30 seconds West 951.8 feet; thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East, on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.98 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 Feet to a Point 741.3 Feet North 0 Degrees 01 minute 14 seconds East of the Southwest Corner of Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence North 01 degree 50 minutes 52 seconds East 233.06 feet; thence North 89 degrees 58 minutes 46 seconds West 234 feet to meander point; thence North 54 degrees 53 minutes 39 seconds East, on meander line, 310.46 feet to meander post, including all lands between said meander line and Sherwood Drain; thence North 00 degrees 07 minutes 29 seconds West 323.8 feet; thence North 89 degrees 03 minutes 12 seconds West 1004.39 feet; thence North 00 degrees 01 minute 14 seconds East 99.87 feet; thence North 89 degrees 03 minutes 12 seconds West 200 feet to the centerline of road; thence North 03 degrees 55 minutes 35 seconds East, on said centerline, 100.32 feet; thence South 89 degrees 03 minutes 12 seconds East 2861.45 feet; thence South 00 degrees 07 minutes 29 seconds East 562.94 feet; thence South 88 degrees 15 minutes 06 seconds East 155.07 feet; thence South 00 degrees 07 minutes 29 seconds East 1339.67 feet; thence North 89 degrees 14 minutes 02 seconds West 155 feet to the place of beginning;

Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West, on the South Section line, 1541.70 feet; thence North 09 degrees 24 minutes, 30 seconds West 241.92 feet; to the place of beginning of this description; thence North 09 degrees 24 minutes 30 seconds West 709.88 feet; thence South 88 degrees 35 minutes 30 seconds West 410.30 feet; thence South 65 degrees 29 minutes 30 seconds West 276.00 feet; thence South 73 degrees 22 minutes 25 seconds West 399.25 feet to the Easterly line of M-140 Highway; thence along said Easterly line 33.13 feet around a curve to the left with a radius of 2947.00 feet and a chord that bears North 21 degrees 46 minutes 06 seconds West 33.13 feet; thence North 73 degrees 22 minutes 25 seconds East 415.16 feet; thence North 65 degrees 29 minutes 30 seconds East 276.00 feet; thence North 88 degrees 35 minutes 30 seconds East 679.23 feet; thence South 09 degrees 24 minutes 30 seconds East 510.00 feet; thence South 45 degrees 00 minutes 00 seconds West 338.18 feet to the place of beginning; and

Also Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09

degrees 24 minutes 30 seconds West 951.8 feet to the place of beginning: Thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.08 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 feet to a point 741.3 feet North 00 degrees 01 minute 14 seconds East of the Southwest corner of said Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence South 0 degrees 0 minutes 0 seconds West approximately 40 feet to the place of beginning.

Also Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09 degrees 24 minutes 30 seconds West 951.8 feet; thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East, on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.98 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 Feet to a Point 741.3 Feet North 0 Degrees 01 minute 14 seconds East of the Southwest Corner of Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence North 01 degree 50 minutes 52 seconds East 233.06 feet; thence North 89 degrees 58 minutes 46 seconds West 234 feet to meander point; thence North 54 degrees 53 minutes 39 seconds East, on meander line, 310.46 feet to meander post, including all lands between said meander line and Sherwood Drain; thence North 00 degrees 07 minutes 29 seconds West 323.8 feet to the place of beginning: Thence, thence North 89 degrees 03 minutes 12 seconds West 1004.39 feet; thence North 00 degrees 01 minute 14 seconds East 99.87 feet; thence North 89 degrees 03 minutes 12 seconds West 200 feet to the centerline of road; thence North 03 degrees 55 minutes 35 seconds East, on said centerline, 100.32 feet; thence South 89 degrees 03 minutes 12 seconds East 1,193.8 feet; thence South 1 degree, 0 minutes and 0 seconds East approximately 196 feet to the place of beginning; and

Also Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence South 90 degrees 0 minutes 0 seconds East 155 feet; thence North 0 degrees 0 minutes 0 seconds East 650 feet; thence southwesterly 1050 feet along a curve to the left identified on the **Baseline Documentation Map** as the "**main road**" and a chord that bears South 60 degrees 0 minutes 0 seconds West 970 feet; thence South 15 degrees 0 minutes 0 seconds East 170 feet to the south section line; thence South 90 degrees 0 minutes 0 seconds East approximately 645 feet to the place of beginning.

Parcel 2:

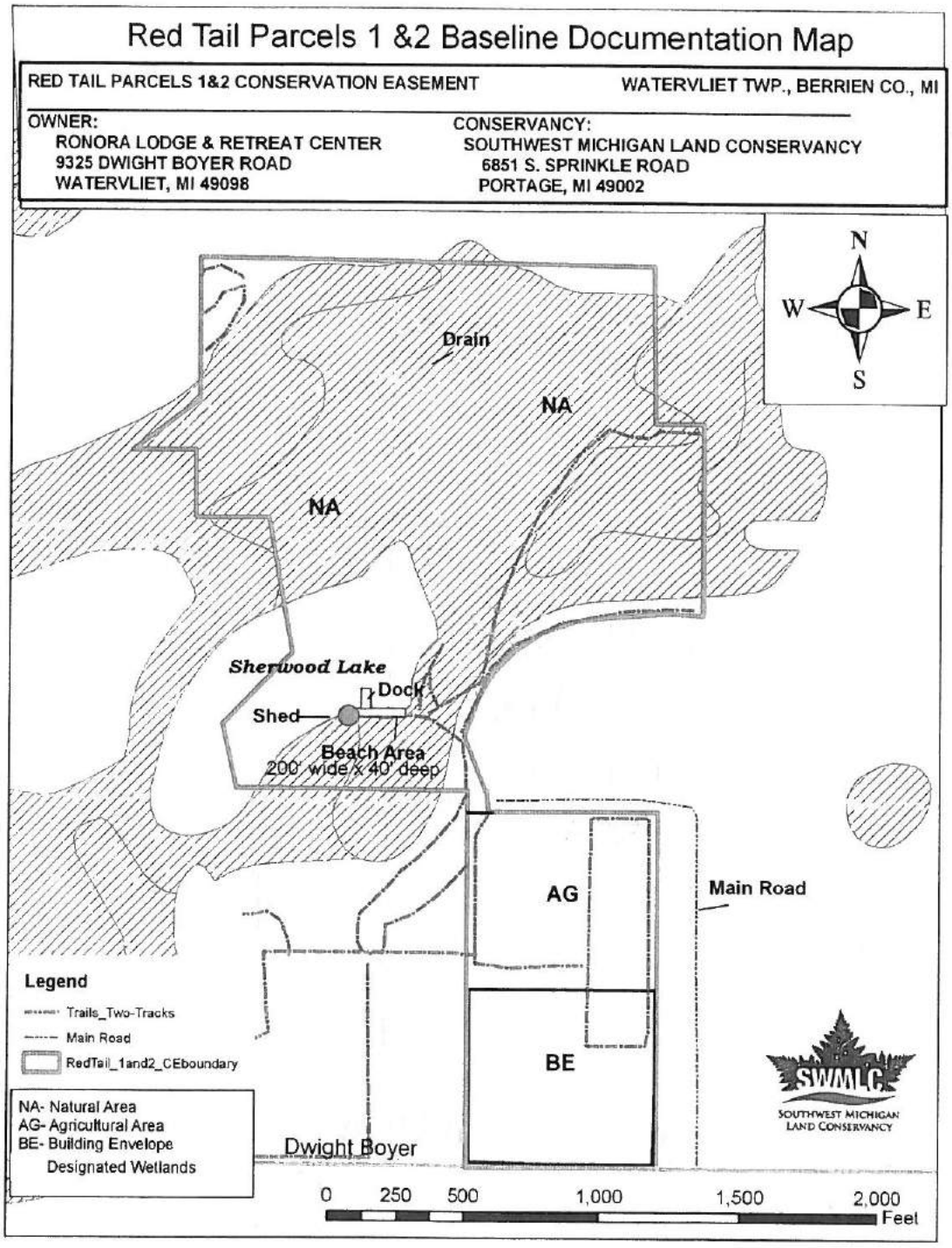
The Easterly 657.5 feet of that part of the North Half of the Northwest Quarter of Section

13, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan , described as follows, to-wit: Commencing at the North Quarter Post of said Section 13; thence North 89 degrees 8 minutes 30 seconds West along the North line of Said Section 2563.2 feet to Easterly line of Highway M-140; thence 1000 feet on a 2939.93 foot radial curve right a chord distance of South 2 degrees 9 minutes West 995.19 feet to a point that is parallel to and 66 feet East of the West line of said Section; thence South 00 degrees 7 minutes 23 seconds West parallel with the West line of said Section 179.67 feet to a Clear Vision Area; thence South 29 degrees 41 minutes 01 second East along said Clear Vision Area 168.97 feet to a point on the South line of the North Half of the Northwest Quarter of said Section 150.00 feet South 89 degrees 10 minutes 50 seconds East of the Southwest Corner of the North Half of the Northwest Quarter of said Section; thence South 89 degrees 10 minutes 50 seconds East along said South line 2508.2 feet to the Southeast Corner of the North Half of the Northwest Quarter of said Section; thence North 00 degrees 23 minutes 30 seconds East 1318.4 feet along the North and South Quarter line of said section to the place of beginning,

Excepting therefrom: Commencing at the North Quarter Post of Section 13, thence South 0 degrees 0 minutes 0 seconds West 50 feet, thence South 90 degrees 0 minutes 0 seconds West 627.9 feet, thence North 0 degrees 0 minutes 0 seconds East 50 feet, thence North 90 degrees 0 minutes 0 seconds East 627.9 feet.

Altogether encompassing approximately 84 acres.

Exhibit B.


Red Tail Parcels 1 &2 Baseline Documentation Map
RED TAIL PARCELS 1&2 CONSERVATION EASEMENT
WATERVLIET TWP., BERRIEN CO., MI
OWNER:
RONORA LODGE & RETREAT CENTER
9325 DWIGHT BOYER ROAD
WATERVLIET, MI 49098
CONSERVANCY:
SOUTHWEST MICHIGAN LAND CONSERVANCY
6851 S. SPRINKLE ROAD
PORTAGE, MI 49002
N
W
E
S
Drain
NA
NA
Sherwood Lake
Dock
Shed
Beach Area
200' wide x 40' deep
AG
Main Road
BE
Legend
Trails_Two-Tracks
Main Road
RedTail_1and2_CEboundary
NA- Natural Area
AG- Agricultural Area
BE- Building Envelope
Designated Wetlands
Dwight Boyer
SWMLC
SOUTHWEST MICHIGAN LAND CONSERVANCY
0
250
500
1,000
1,500
2,000
Feet

Appendix B.

TITLE WORK

Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 545656
2215

REVISION B Date Printed: November 30, 2011

1. Effective Date: November 21, 2011 @ 8:00 AM

2. Policy or Policies to be issued: — Policy Amount
(a) ALTA Owners Policy (6-17-06) — $67,050.00

Proposed Insured:
Southwest Michigan Land Conservancy, as to easement rights only

Policy or Policies to be issued: — Policy Amount
(b) ALTA Loan Policy (6-17-06)

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Ronora Lodge & Retreat Center, LLC, a Michigan limited liability company, as to Parcels 1, 2, 4 and 5

4. The land referred to in this Commitment, situated in the County of Berrien, Township of Watervliet, State of Michigan, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

Dwight Boyer Road, North M 140, North County Line Road Watervliet MI 49098

Issued By: First American Title Insurance Company
For questions regarding this commitment contact;
(269)324-3500 or fax to (877)205-2517
7127 S. Westnedge Ave., Ste. 1
Portage, MI 49002

First American Title Insurance Company
7127 S. Westnedge Ave., Ste. 1
Portage, MI 49002

Schedule B – Section I
REQUIREMENTS

Commitment No.: 545656

General Requirements

The following requirements must be met:

(a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
(b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
(c) Pay us the premiums, fees and charges for the policy.
(d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
(e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Specific Requirements

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. OMIT.
2. OMIT.
3. INSTRUMENT TERMINATING THE LIFE ESTATE INTEREST OF CAROLINE M. WANG, ALSO KNOWN AS LONNY MYERS, AS TO PARCEL 5.
4. SUBMIT A COPY OF THE OPERATING AGREEMENT OF RONORA LODGE & RETREAT CENTER, LLC, A MICHIGAN LIMITED LIABILITY COMPANY. FURTHER REQUIREMENTS MAY BE MADE UPON REVIEW OF THE OPERATING AGREEMENT.
5. PROVIDE SATISFACTORY EVIDENCE OF THE AUTHORITY OF THE PERSON OR PERSONS AUTHORIZED TO EXECUTE THE EASEMENT ON BEHALF OF RONORA LODGE & RETREAT CENTER, LLC, A MICHIGAN LIMITED LIABILITY COMPANY.
6. EASEMENT FROM RONORA LODGE & RETREAT CENTER, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AS TO PARCELS 1, 2, 4 AND 5 TO SOUTHWEST MICHIGAN LAND CONSERVANCY.
7. NOTE: A LEGAL DESCRIPTION OF THE PROPERTY TO BE INSURED WAS NOT FURNISHED AT TIME OF APPLICATION. PLEASE IMMEDIATELY VERIFY THE DESCRIPTION OF THE PROPERTY TO BE INSURED. ANY ADDITIONS OR DELETIONS SHOULD IMMEDIATELY BE COMMUNICATED TO THE ISSUING OFFICE.

First American Title Insurance Company
7127 S. Westnedge Ave., Ste. 1
Portage, MI 49002

Schedule B – Section II
EXCEPTIONS

Commitment No.: 545656

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Part One: General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters 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.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Part Two: Specific Exceptions

1. Omit.
2. Omit.
3. Omit.
4. Life Estate Interest of Caroline M. Wang, also known as Lonny Myers, as evidenced by instrument recorded in Liber 2023, page 890, as to Parcel 5.
5. Easement in favor of Indiana & Michigan Electric Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 45 of Miscellaneous Records, page 371, as to Parcels 2 and 5.
6. Easement in favor of Indiana & Michigan Electric Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 97 of Miscellaneous Records, page 238, as to Parcel 1.
7. Easement in favor of Indiana & Michigan Electric Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 101 of Miscellaneous Records, page 603, as to Parcel 4.
8. Right of Way in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1159, page 671, as to Parcels 2 and 5.
9. Terms and Conditions contained in Reciprocal Easement and Operating Agreement as disclosed by instrument recorded in Liber 1809, page 743.
10. Rights of other riparian owners and to the public trust in and to the waters of the Sherwood Drain crossing subject property, as to Parcels 1 and 4.
11. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land comprising the bed of Sherwood Lake, or land created by fill or artificial accretion, as to Parcels 1 and 5.
12. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Sherwood Lake, as to Parcels 1 and 5.

13. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

14. Rights of tenants, if any, under any unrecorded leases.

15. Lien for outstanding water or sewer charges, if any.

16. All Taxes paid to and including 2010
2010 Winter Taxes PAID in the amount of $2,780.91
2011 Summer Taxes PAID in the amount of $2,323.14
Tax Item No. 11-21-0012-0003-04-3, as to Parcels 1 and 2

17. Omit.

18. All Taxes paid to and including 2010
2010 Winter Taxes PAID in the amount of $842.25
2011 Summer Taxes PAID in the amount of $703.64
Tax Item No. 11-21-0012-0014-06-1, as to Parcel 4

19. All Taxes paid to and including 2010
2010 Winter Taxes PAID in the amount of $889.74
2011 Summer Taxes PAID in the amount of $751.65
Tax Item No. 11-21-0013-0013-03-9, as to Parcel 5

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

EXHIBIT A
LEGAL DESCRIPTION

File No.: 545656

The land referred to in this Commitment, situated in the County of Berrien, Township of Watervliet, State of Michigan, is described as follows:

EASEMENT RIGHTS ONLY IN THE FOLLOWING PROPERTIES:

PARCEL 1:
That part of the South Half of Section 12, Town 3 South, Range 17 West and part of the East Half of the Southeast Quarter of Section 11, Town 3 South, Range 17 West, described as follows: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09 degrees 24 minutes 30 seconds West 951.8 feet; thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East, on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.98 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 feet to a point 741.3 feet North 00 degrees 01 minute 14 seconds East of the Southwest corner of said Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence North 01 degree 50 minutes 52 seconds East 233.06 feet; thence North 89 degrees 58 minutes 46 seconds West 234 feet to meander point; thence North 54 degrees 53 minutes 39 seconds East, on meander line, 310.46 feet to meander post, including all lands between said meander line and Sherwood Drain; thence North 00 degrees 07 minutes 29 seconds West 323.8 feet; thence North 89 degrees 03 minutes 12 seconds West 1004.39 feet; thence North 00 degrees 01 minute 14 seconds East 99.87 feet; thence North 89 degrees 03 minutes 12 seconds West 200 feet to the centerline of road; thence North 03 degrees 55 minutes 35 seconds East, on said centerline, 100.32 feet; thence South 89 degrees 03 minutes 12 seconds East 2861.45 feet; thence South 00 degrees 07 minutes 29 seconds East 562.94 feet; thence South 88 degrees 15 minutes 06 seconds East 155.07 feet; thence South 00 degrees 07 minutes 29 seconds East 1339.67 feet; thence North 89 degrees 14 minutes 02 seconds West 155 feet to the place of beginning.
Excepting Therefrom Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West, on the South Section line, 1541.70 feet; thence North 09 degrees 24 minutes 30 seconds West 241.92 feet to the place of beginning of this description; thence North 09 degrees 24 minutes 30 seconds West 709.88 feet; thence South 88 degrees 35 minutes 30 seconds West 410.30 feet; thence South 65 degrees 29 minutes 30 seconds West 276.00 feet; thence South 73 degrees 22 minutes 25 seconds West 399.25 feet to the Easterly line of M-140 Highway; thence along said Easterly line 33.13 feet around a curve to the left with a radius of 2947.00 feet and a chord that bears North 21 degrees 46 minutes 06 seconds West 33.13 feet; thence North 73 degrees 22 minutes 25 seconds East 415.16 feet; thence North 65 degrees 29 minutes 30 seconds East 276.00 feet; thence North 88 degrees 35 minutes 30 seconds East 679.23 feet; thence South 09 degrees 24 minutes 30 seconds East 510.00 feet; thence South 45 degrees 00 minutes 00 seconds West 338.18 feet to the place of beginning.
Also Excepting Therefrom Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09 degrees 24 minutes 30 seconds West 951.8 feet to the place of beginning; thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East, on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.08 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 feet to a point 741.3 feet North 00 degrees 01 minute 14 seconds East of the Southwest corner of said Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence South 0 degrees 0 minutes 0 seconds West approximately 40 feet to the place of beginning.
Also Excepting Therefrom Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09 degrees 24 minutes 30 seconds West 951.8 feet; thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East, on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.98 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 feet to a point 741.3 feet North 00 degrees 01 minute 14 seconds East of the Southwest corner of said Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence North 01 degree 50 minutes 52 seconds East 233.06 feet; thence North 89 degrees 58 minutes 46 seconds West 234 feet to meander point; thence North

54 degrees 53 minutes 39 seconds East, on meander line, 310.46 feet to meander post, including all lands between said meander line and Sherwood Drain; thence North 00 degrees 07 minutes 29 seconds West 323.8 feet to the place of beginning; thence North 89 degrees 03 minutes 12 seconds West 1004.39 feet; thence North 00 degrees 01 minute 14 seconds East 99.87 feet; thence North 89 degrees 03 minutes 12 seconds West 200 feet to the centerline of road; thence North 03 degrees 55 minutes 35 seconds East, on said centerline, 100.32 feet; thence South 89 degrees 03 minutes 12 seconds East 1193.8 feet; thence South 1 degree 0 minutes 0 seconds East approximately 196 feet to the place of beginning.
Also Excepting Therefrom Commencing at the South Quarter post of said Section 12; thence South 90 degrees 0 minutes 0 seconds East 155 feet; thence North 0 degrees 0 minutes 0 seconds East 650 feet; thence Southwesterly 1050 feet along a curve to the left, identified on the Baseline Documentation Map as the "main road" and a chord that bears South 60 degrees 0 minutes 0 seconds West 970 feet; thence South 15 degrees 0 minutes 0 seconds East 170 feet to the South Section line; thence South 90 degrees 0 minutes 0 seconds East approximately 645 feet to the place of beginning.

Part of Tax Item No. 11-21-0012-0003-04-3

PARCEL 2:
The Easterly 657.5 feet of the following: That part of the North Half of the Northwest Quarter of Section 13, Town 3 South, Range 17 West, described as follows: Commencing at the North Quarter post of said Section 13; thence North 89 degrees 08 minutes 30 seconds West, along the North line of said Section, 2563.2 feet to the Easterly line of Highway M-140; thence 1000 feet on a 2939.93 foot radial curve right, a chord distance of South 02 degrees 09 minutes West 995.19 feet to a point that is parallel to and 66.00 feet East of the West line of said Section; thence South 00 degrees 07 minutes 23 seconds West, parallel with the West line of said Section, 179.67 feet to a clear vision area; thence South 29 degrees 41 minutes 01 second East, along said clear vision area line, 168.97 feet to a point on the South line of the North Half of the Northwest Quarter of said Section, 150.00 feet South 89 degrees 10 minutes 50 seconds East of the Southwest corner of the North Half of the Northwest Quarter of said Section; thence South 89 degrees 10 minutes 50 seconds East, along said South line, 2508.2 feet to the Southeast corner of the North Half of the Northwest Quarter of said Section; thence North 00 degrees 23 minutes 30 seconds East 1318.4 feet, along the North and South Quarter line of said Section, to the place of beginning.
Excepting Therefrom Commencing at the North Quarter post of Section 13; thence South 0 degrees 0 minutes 0 seconds West 50 feet; thence South 90 degrees 0 minutes 0 seconds West 627.9 feet; thence North 0 degrees 0 minutes 0 seconds East 50 feet; thence North 90 degrees 0 minutes 0 seconds East 627.9 feet.

Part of Tax Item No. 11-21-0012-0003-04-3

PARCEL 3 - DELETED

PARCEL 4:
That part of the Southeast Quarter of Section 12, Town 3 South, Range 17 West, described as follows: Commencing at the East Quarter corner of said Section 12; thence South, along the East line of said Section, 675.00 feet; thence North 89 degrees 01 minute 34 seconds West 306.59 feet; thence South 649.00 feet to the center of a row of Maple trees; thence North 88 degrees 18 minutes 00 seconds West, along the centerline of said Maple trees, 1425.70 feet; thence continuing along said centerline of Maple trees, North 87 degrees 31 minutes 00 seconds West 275.7 feet; thence North 88 degrees 15 minutes 06 seconds West 633.85 feet to a point on the North and South Quarter line of said Section, 25.20 feet North 00 degrees 07 minutes 29 seconds West of the Southwest corner of the North Half of the Southeast Quarter of said Section; thence North 00 degrees 07 minutes 29 seconds West, along said North and South Quarter line, 1288.94 feet to the center of said Section; thence South 89 degrees 03 minutes 12 seconds East, along the East and West Quarter line of said Section, 2643.78 feet to the place of beginning.

Tax Item No. 11-21-0012-0014-06-1

PARCEL 5:
Part of the Northwest Quarter of Section 13, Town 3 South, Range 17 West, described as follows: Commencing at the North Quarter corner of said Section 13; thence North 89 degrees 08 minutes 30 seconds West, along the North line of said Section, 2563.20 feet to the Easterly line of Highway M-140; thence 1000.00 feet around a curve to the right whose radius is 2939.93 feet and whose chord bears South 02 degrees 09 minutes West 995.19 feet to a point that is parallel to and 66.00 feet East of the West line of said Section; thence South 00 degrees 07 minutes 23 seconds West, parallel with the West line of said Section, 179.67 feet to a clear vision area; thence South 29 degrees 41 minutes 01 second East, along said clear vision area line, 168.97 feet to a point on the South line of the North Half of the Northwest Quarter of said Section, 150.00 feet South 89 degrees 10 minutes 50 seconds East of the Southwest corner of the North Half of the Northwest Quarter of said Section; thence South 89 degrees 10 minutes 50 seconds East, along said South line, 2508.2

feet to the Southeast corner of the North Half of the Northwest Quarter of said Section; thence North 00 degrees 23 minutes 30 seconds East, along the North and South Quarter line of said Section, 1318.40 feet to the place of beginning. Excepting Therefrom the Easterly 657.5 feet.
Also Excepting Therefrom Commencing at the Southwest corner of the North Half of said Northwest Quarter; thence South 89 degrees 10 minutes 50 seconds East, along the South line of the North Half of said Northwest Quarter, 150.00 feet to the point of beginning of the land herein described; thence continuing South 89 degrees 10 minutes 50 seconds East, along said South line, 941.00 feet; thence North 00 degrees 07 minutes 23 seconds East, parallel with the West line of said Section, 400.00 feet; thence North 89 degrees 10 minutes 50 seconds West, parallel with the South line of the North Half of said Northwest Quarter, 1025.00 feet to the East line of a parcel of land described in Warranty Deed recorded in Volume 583 of Deeds, page 534, Berrien County Records; thence South 00 degrees 07 minutes 23 seconds West, along said East line, 254.39 feet to the M-140 Highway clear vision right-of-way line; thence South 29 degrees 41 minutes 01 second East, along the last described line, 168.97 feet to the place of beginning.

Tax Item No. 11-21-0013-0013-03-9

Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24, 1968 CALIFORNIA

CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

Issued by: **First American Title Insurance Company**
7127 S. Westnedge Ave., Ste. 1
Portage, Michigan 49002
Ph: (269)324-3500 or Fax to: (877)205-2517

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

QUIT CLAIM DEED—663
THE ROLLS PRESS, INC., FLINT, MICHIGAN (State Bar of Michigan Form)

09/13/93 DEED 111H6893 A66 $13.00

The Grantor(s) Caroline M. Wang, a/k/a Lonny Myers, a married woman
, whose address is 09/13/93 111H6893 A66
Lake Sherwood Ranch, Watervliet, Michigan 49098 STATE REMON FEE $2.00
quit-claim(s) to Caroline M. Wang, a/k/a Lonny Myers, as Trustee of the
Caroline M. Wang Trust dated June 28, 1993
whose address is Lake Sherwood Ranch
Watervliet, Michigan 49098
the following described premises situated in the Township
of Watervliet , County of Berrien
and State of Michigan:

RECORDED

SEP 13 3 38 PM '93

See Exhibit A attached hereto and made a part hereof.

11-21-0013-0013-01-2 11-21-0012-0010-00 3-02-7 11-21-0013-0013-01-2 11-21-0012-0010-00 3-02-5 11-21-0012-0010-02-6

for the sum of Ten and no/100 ($10.00) Dollars.

Dated this 31 day of August , 19 93

Signed in presence of:

Mary Lou Haddad

Signed by:

Caroline M. Wang
* CAROLINE M. WANG, a/k/a Lonny Myers

ILLINOIS
STATE OF MICHIGAN }
COUNTY OF COOK } ss.

The foregoing instrument was acknowledged before me this 31st day of August
19 93, by Caroline M. Wang, a/k/a Lonny Myers

"OFFICIAL SEAL"
TABITHA L. MITCHELL-KOCZOT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/7/94

Tabitha L. Mitchell-Koczot
Notary Public, Michigan County,
My commission expires:

When Recorded Return To:
Mary Lou Haddad, Esq.
Greenberger, Krauss & Tenenbaum, Chtd.
(Name)
180 North LaSalle Street, Suite 2700
(Street Address)
Chicago, Illinois 60601
(City and State)

Send Subsequent Tax Bills To:
Lonny Myers
Lake Sherwood Ranch
Watervliet, Michigan 49098
as to tax bill
11-21-0013-0013-01-2 only.

Drafted By:
Mary Lou Haddad, Esq.
Greenberger, Krauss & Tenenbaum
Business Address:
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

Tax Parcel #
LIBER 1595 PAGE 646
Recording Fee Transfer Tax

* TYPE OR PRINT NAMES UNDER SIGNATURES.

Parcel C

That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: - Commencing at the North Quarter Post of said Section 13; thence South 89 Degrees 14'02" East 991.2 Feet; thence South 0 Degrees 24'47" West 1316.47 Feet; thence North 89 Degrees 20'43" West 990.76 Feet; thence North 0 Degrees 23'30" West 1318.4 Feet to the Place of Beginning.

Parcel D

That part of the East Fractional Half of the West Fractional Half of Section 13, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: - Commencing at the Northeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 13; thence South 0 Degrees 23'30" West, along the North and South Quarter Line of said Section, 1872.00 Feet to a Meander Post; thence along a Meander Line South 19 Degrees 00'47" West 231.80 Feet; thence continuing along said Meander Line South 33 Degrees 56'25" West 463.80 Feet; thence continuing along said Meander Line South 17 Degrees 00'00" West 71.70 Feet; thence continuing along said Meande. Line South 89 Degrees 36'16" West 250.50 Feet; thence continuing along said Meander Line North 16 Degrees 38'58" East 177.90 Feet; thence continuing along said Meander Line North 13 Degrees 03'13" West 99.30 Feet; thence continuing along said Meander Line North 49 Degrees 41'17" West 108.70 Feet to a Meander Post; thence North 0 Degrees 23'30" East along said West Line 2218.06 Feet to the North Line of the South Half of the Northwest Quarter of said Section; thence South 89 Degrees 10'50" East along said North Line 657.50 Feet to the Place of Beginning; ALSO all Lands between said Meander Line and the Paw Paw River and between the Lines which bear South 0 Degrees 23'30" West and North 0 Degrees 19'29" East extended Southerly to said River; SUBJECT to the Rights of the Public in that Part thereof lying in Dwight Boyer Road.

D 11-21-2013-000-00-5 of

D 11-21-2013-000-00-6 of

Parcel E

That part of the North Half of the Northwest Quarter of Section 13, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: - Commencing at the North Quarter Post of said Section 13; thence North 89 Degrees 8'30" West along the North Line of said Section 2563.2 Feet to Easterly Line of Highway M-140; thence 1000 Feet on a 2939.93 Foot Radial Curve Right a Chord Distance of South 2 Degrees 9' West 995.19 Feet to a Point that is Parallel to and 66.00 Feet East of the West Line of said Section; thence South 0 Degrees 7'23" West Parallel with the West Line of said Section 179.67 Feet to a Clear Vision Area; thence South 29 Degrees 41'01" East along said Clear Vision Area Line 168.97 Feet to a Point on the South Line of the North Half of the Northwest Quarter of said Section 150.00 Feet South 89 Degrees 10'50" East of the Southwest Corner of the North Half of the Northwest Quarter of said Section; thence South 89 Degrees 10'50" East along said South Line 2508.2 Feet to the Southeast Corner of the North half of the Northwest Quarter of said Section; thence North 0 Degrees 23'30" East 1318.4 Feet along the North and South Quarter Line of said Section to the Place of Beginning.

Pt. of 11-21-0013-0012-0003-01-2
Pt. of 11-21-0013-0012-0003-02-1 of

EXHIBIT A

Parcel A

That part of the South Half of Section 12, Township 3 South, Range 17 West and of the East Half of the Southeast Quarter of Section 11, said Township and Range, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: - Commencing at the South Quarter Post of said Section 12 thence North 89 Degrees 8'30" West 1541.7 Feet; thence North 9 Degrees 24'30" West 951.8 Feet; thence South 88 Degrees 35'30" West 410.3 Feet; thence South 65 Degrees 29'30" West 276 Feet; thence South 73 Degrees 22'25" West 632.02 Feet to the Centerline of Watervliet Road; thence North 4 Degrees 22'2" East, on said Centerline, 377 Feet; thence South 84 Degrees 44'58" East 185 Feet; thence South 0 Degrees 01'14" West 260.98 Feet; thence North 73 Degrees 22'25" East 92.58 Feet to a Point 741.3 Feet North 0 Degrees 01'14" East of the Southwest Corner of Section 12; thence North 73 Degrees 22'25" East 320.4 Feet; thence North 65 Degrees 29'30" East 276 Feet; thence North 88 Degrees 35'30" East 410.3 Feet; thence North 1 Degree 50'52" East 233.06 Feet; thence North 89 Degrees 58'46" West 234 Feet to Meander Point; thence North 54 Degrees 53'39" East on Meander Line, 310.46 Feet to Meander Post, including All Lands Between said Meander Line and Sherwood Drain; thence North 0 Degrees 7'29" West 323.8 Feet; thence North 89 Degrees 3'12" West 1004.39 Feet; thence North 0 Degrees 1'14" East 99.87 Feet; thence North 89 Degrees 3'12" West 200 Feet to Centerline of Road; thence North 3 Degrees 55'35" East, on said Centerline, 100.32 Feet; thence South 89 Degrees 3'12" East 2861.45 Feet; thence South 0 Degrees 7'29" East 562.94 Feet; thence South 88 Degrees 15'06" East 155.07 Feet; thence South 0 Degrees 07'29" East 1339.67 Feet; thence North 89 Degrees 14'02" West 155 Feet to the Place of Beginning.

Parcel B

That part of the Southeast Quarter of Section 12, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: - Commencing at the East Quarter Corner of said Section 12; thence South, along the East Line of said Section, 1405.40 Feet to a Point that is 94.00 Feet South of the Southeast Corner of the North Half of the Southeast Quarter of said Section; thence North 89 Degrees 12'05" West, parallel with the South Line of the North Half of said Southeast Quarter, 221.60 Feet; thence North 81.00 Feet to the Center of a Row of Maple Trees; thence North 88 Degrees 18'00" West, along the Center Line of said Maple Trees, 1510.70 Feet; thence continuing along said Center Line of Maple Trees North 87 Degrees 31'00" West 275.70 Feet; thence North 00 Degrees 15'06" West 633.85 Feet to a Point on the North and South Quarter Line of said Section 25.20 Feet North 0 Degrees 07'29" West of the Southwest Corner of the North Half of the Southeast Quarter of said Section; thence North 0 Degrees 07'29" West, along said North and South Quarter Line, 1288.94 Feet to the Center of said Section; thence South 89 Degrees 03'12" East, along the East and West Quarter Line of said Section, 2643.78 Feet to the Place of Beginning; SUBJECT to the rights of the Public in that Part thereof lying in County Line Road.

2 POS

CERTIFICATION DOES NOT REFLECT POSSIBLE HOMESTEAD DENIAL

I HEREBY CERTIFY, That there are no Tax Liens or Titles held by the State or any individual against the within description and all Taxes on same are paid for five years previous on the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection. Also except, Deferred Special Assessments, if any, under Act No. 225, Public Acts of 1976, as amended, and any Specific Tax. (I.E. Enterprise Zone)

Brett Woldowski
Berrien County Treasurer

Date AUG 9 2010
No. 63828

Lori D. Jarvis Register Of Deeds
Berrien County, Michigan

Rec $13.00
Remon $4.00
Tax Crt $1.00

Recorded
August 09, 2010 04:17:07 PM
Liber 2928 Page 1750-1751
Receipt # 42142 @ DEED#201001997

Liber 2928 Page 1750

Warranty Deed

The Grantor(s), Caroline M. Wang, aka Lonny Myers, as Trustee of the Caroline M. Wang Trust, as amended, dated June 28, 1993, of 2525 Taft Drive, Apt. 701, Boulder, CO 80302, convey(s) and warrant(s) to Ronora Lodge & Retreat Center, LLC, a Michigan limited liability company, of P.O. Box 111, Watervliet, MI 49098 the following described premises situated in the Township of Watervliet, County of Berrien and State of Michigan:

See attached Exhibit A

for the sum of One Hundred Fifteen Thousand and no/100 Dollars ($115,000.00)

Subject to easements and building and use restrictions of record and further subject to taxes, if any, now or hereafter due.

Dated this 9th day of May, 2009.

Signed by:

Caroline M. Wang, aka Lonny Myers,
as Trustee of the Caroline M. Wang
Trust, as amended, dated June 28, 1993

STATE OF MICHIGAN)
) SS.
COUNTY OF BERRIEN)

The foregoing instrument was acknowledged before me this 9th day of May, 2009, by Caroline M. Wang, aka Lonny Myers, as Trustee of the Caroline M. Wang Trust, as amended, dated June 28, 1993, to me known to be the same person(s) described in and who executed the within instrument, who acknowledged the same to be her free act and deed.

F. Ronald Postelli, Notary Public
Berrien County, Michigan
My commission expires: July 28, 2012
Acting in the County of Berrien

Berrien County Register of Deeds
Received 8/9/10 Time 10:24 AM

Berrien County Register of Deeds
Received 7/28/10 Time 10:00 AM

Title not examined No opinion rendered concerning land divisions under P.A. 591 of 1996

Prepared By: F. Ronald Postelli
170 North Paw Paw Street, P.O. Box 295, Coloma, Michigan 49038
Telephone: (269) 468-3070 • Facsimile (269) 468-3072

When Recorded Return to: Preparer Send Subsequent Tax Bills to: Grantee

Part of 11-21-0012-0003-04-3 000 (do not split, closing title)

Liber: 2928 Page: 1751
Liber/Page stamp electronically added

Exhibit A

Legal Description

Property situated in the Township of Watervliet, County of Berrien and State of Michigan more particularly described as follows:

The Easterly 657.5 feet of that part of the North Half of the Northwest Quarter of Section 13, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: Commencing at the North Quarter Post of said Section 13; thence North 89°8'30" West along the North line of said Section 2563.2 feet to Easterly line of Highway M-140; thence 1000 feet on a 2939.93 foot radial curve right a chord distance of South 2°9' West 995.19 feet to a point that is parallel to and 66.00 feet East of the West line of said Section; thence South 00°7'23" West parallel with the West line of said Section 179.67 feet to a Clear Vision Area; thence South 29°41'01" East along said Clear Vision Area Line 168.97 feet to a point on the South line of the North Half of the Northwest Quarter of said Section 150.00 feet South 89°10'50" East of the Southwest Corner of the North Half of the Northwest Quarter of said Section; thence South 89°10'50" East along said South line 2508.2 feet to the Southeast Corner of the North Half of the Northwest Quarter of said Section; thence North 00°23'30 East 1318.4 feet along the North and South Quarter line of said Section to the place of beginning.

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967 as shall be permissible under said Act for the property conveyed herein.

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.

This deed is given pursuant to a land contract under date of March 14, 1988.

STATE OF MICHIGAN
Berrien County
August 09, 2010
Receipt # 42142

REAL ESTATE TRANSFER TAX
$126.50 - CO
$0.00 - ST
Stamp # 15799

CERTIFICATION DOES NOT REFLECT POSSIBLE HOMESTEAD DENIAL.

I HEREBY CERTIFY, That there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection. Also except, Deferred Special Assessments, if under Act No. 225, Public Acts of 1976, as amended, and any Specific Tax. (I.E. Enterprise Zone)

Date JUL 9 1997

No. 2203

Berrien County Treasurer

RECORDED

JUL 9 2 02 PM '97

07/09/97	111#3667	A33
	COUNTY TRANS TAX	$38.50
07/09/97	111#3667	A33
	DEED	$9.00
07/09/97	111#3667	A33
	STATE REMON FEE	$2.00
07/09/97	111#3667	A33
	TAX CERTIFICATE	$1.00

WARRANTY DEED

The Grantor, **Shoreline Bank**, a Michigan banking corporation, *f/k/a* Citizens Trust and Savings Bank, whose address is 433 Phoenix Street, South Haven, MI 49090, convey(s) and warrant(s) to the Grantee, **Almon L. Hoffman**, a single man, the survivor of Almon L. Hoffman and Mary L. Hoffman (whose death certificate is recorded in Liber 1809, page 726, Berrien County Records), whose address is 907 Skymeadow Drive, Placentia, California 92870, the following described premises situated in the Township of Watervliet, County of Berrien and State of Michigan:

Part of the South half of Sections 11 and 12, Township 3 South, Range 17 West, described as follows: Beginning at a point on the South line of said Section 12, which is South 89° 37' 00" East 25.41 feet from the Southwest corner of said Section 12, said beginning point being in the existing centerline of M-140 Highway, thence Northwesterly, along a 2° curve to the left, being along said centerline 680.28 feet, said curve having a long chord bearing and distance of North 15° 17' 00" West 678.65 feet, thence North 72° 09' 30" East 473.57 feet, thence North 65° 01' 00" East 276.00 feet, thence North 88° 07' 00" East 410.30 feet, thence South 09° 53' 00" East 951.80 feet, thence North 89° 37' 00" West 1097.29 feet to the point of beginning,

for the sum of Thirty-Five Thousand and No/100 ($35,000.00) Dollars,

subject to easements and building and use restrictions of record and further subject to acts or negligence of parties other than the Grantor subsequent to June 16, 1980.

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

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Exempt from State transfer tax pursuant to MCL 207.526 Sec 6(r)

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX

11-21-0012-0004-01-5

Dated this 27th day of June, 1997.

Signed in presence of:

Christina Bowles

Carolyn Phillips

Signed by:

Joseph Calvaruso
Its: Senior Vice President

James Milroy
Its: Executive Vice President & Cashier

STATE OF MICHIGAN)
) ss.
COUNTY OF Berrien)

The foregoing document was acknowledged before me this 27th day of June, 1997, by Joe Calvaruso, Senior Vice President and James Milroy Executive Vice President & Cashier.

Christina Bowles
Notary Public, County, Michigan
My Commission Expires: _____

CHRISTINA BOWLES
Notary Public VanBuren Cty., MI
Acting In Berrien County
My Comm. Expires April 10, 1999

When Recorded Return To:
F. Ronald Postelli
170 North Paw Paw Street
P.O. Box 295
Coloma, MI 49038

Send Subsequent Tax Bills To:

Drafted By:
Eric J. Guerin, Esq.
Varnum, Riddering,
Schmidt & Howlett
350 E. Michigan Ave., #500
Kalamazoo, MI 49007

::ODMA\PCDOCS\GRR\43374\1

2 POS ERW,

CERTIFICATION DOES NOT REFLECT POSSIBLE HOMESTEAD DENIAL

I HEREBY CERTIFY, That there are no Tax Liens or Titles held by the State or any individual against the within description and all Taxes on same are paid for five years previous on the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection. Also except, Deferred Special Assessments, if any, under Act No. 225, Public Acts of 1976, as amended, and any Specific Tax. (I.E. Enterprise Zone)

AUG 9 2010

Date

No. 53827

Berrien County Treasurer

Lori D. Jarvis Register Of Deeds
Berrien County, Michigan
Rec $13.00
Remon $4.00
Tax Crt $1.00
Recorded
August 09, 2010 04:17:07 PM
Liber 2928 Page 1748-1749
Receipt # 42142 W DEED 820100019970

Liber 2928 Page 1748

Warranty Deed

The Grantor(s), Caroline M. Wang, aka Lonny Myers, as Trustee of the Caroline M. Wang Trust, as amended, dated June 28, 1993, of 2525 Taft Drive, Apt. 701, Boulder, CO 80302, convey(s) and warrant(s) to The Redtail Nature and Historic Preservation Center, a Michigan non-profit corporation, of 826 W. Armitage, Chicago, IL 60614, the following described premises situated in the Township of Watervliet, County of Berrien and State of Michigan:

See attached Exhibit A

for the sum of Fifty Thousand and no/100 Dollars ($50,000.00)

Subject to easements and building and use restrictions of record and further subject to taxes, if any, now or hereafter due.

Dated this 9th day of May, 2009.

Signed by:

Caroline M. Wang, aka Lonny Myers,
as Trustee of the Caroline M. Wang
Trust, as amended, dated June 28, 1993

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

The foregoing instrument was acknowledged before me this 9th day of May, 2009, by Caroline M. Wang, aka Lonny Myers, as Trustee of the Caroline M. Wang Trust, as amended, dated June 28, 1993, to me known to be the same person(s) described in and who executed the within instrument, who acknowledged the same to be her free act and deed.

F. Ronald Postelli, Notary Public
Berrien County, Michigan
My commission expires: July 28, 2012
Acting in the County of Berrien

Berrien County Register of Deeds
Received 8/9/10 Time 10:14 AM

Title not examined No opinion rendered concerning land divisions under P A 591 of 1996

Prepared By: F. Ronald Postelli
170 North Paw Paw Street, P.O. Box 295, Coloma, Michigan 49038
Telephone: (269) 468-3070 • Facsimile (269) 468-3072

When Recorded Return to: Preparer Send Subsequent Tax Bills to: Grantee

Berrien County Register of Deeds
Received 7/28/10 Time 9:46 AM

11-21-004-0019-00

Liber 2928 Page: 1749
Liber/Page stamp electronically added

Exhibit A

Legal Description

Property situated in the Township of Watervliet, County of Berrien and State of Michigan more particularly described as follows:

That part of the Southeast Quarter of Section 12, Town 3 South, Range 17 West, described as follows: Commencing at the East Quarter corner of said Section 12, thence South along the East line of said Section, 675.00 feet; thence North 89°01'34" West 306.59 feet; thence South 649.00 feet to the center of a row of Maple Trees; thence North 88°18'00" West along the center line of said Maple Trees 1425.70 feet; thence continuing along said center line of Maple Trees North 87°31'00" West 275.7 feet, thence North 88°15'06" West 633.85 feet to a point on the North and South Quarter line of said Section, 25.20 feet North 00°07'29" West of the Southwest corner of the North Half of the Southeast Quarter of said Section; thence North 00°07'29" West along said North and South Quarter line 1288.94 feet to the center of said Section; thence South 89°03'12" East along the East and West Quarter line of said Section, 2643.78 feet to the place of beginning.

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967 as shall be permissible under said Act for the property conveyed herein.

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.

This deed is given pursuant to a Land Contract under date of June 28, 1993.

STATE OF MICHIGAN
Berrien County
August 09, 2010
Receipt # 42142

REAL ESTATE TRANSFER TAX
$55.00 - CO
$0.00 - ST
Stamp # 16798

(3)

CERTIFICATION DOES NOT REFLECT POSSIBLE HOMESTEAD DENIAL.

RECORDED

I HEREBY CERTIFY, That there are no Tax Liens or Titles held by the State or any individual against the within description and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes if any, levied in process of collection. Also except Deferred Special Assessments if any under Act No. 225 Public Acts of 1976 as amended and any Specific Tax (I.E. Enterprise Zone)

Date DEC 2 9 1999

No 14573

Berrien County Treasurer

99 DEC 29 AM 9:34

REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

12/29/99	111H1154	A99
	DEED	$9.00
12/29/99	111H1154	A99
	STATE REMON FEE	$2.00
12/29/99	111H1154	A99
	TAX CERTIFICATE	$1.00

WARRANTY DEED

THE GRANTOR, **Caroline M. Wang, aka Lonny Myers, as Trustee of the Caroline M. Wang Trust dated June 28, 1993,** whose address is 2525 Taft Drive, Apt 701, Boulder, CO 80302, **CONVEYS** and **WARRANTS** to **The Redtail Center, a Michigan nonprofit corporation,** whose address is 826 W. Armitage Ave, Chicago, IL 60614, the following described premises situated in the Township of Watervliet, County of Berrien and State of Michigan:

SEE EXHIBIT "A" ATTACHED

THE CONSIDERATION FOR THIS TRANSFER IS ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION

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

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Dated this 22nd day of December, 1999.

Signed in presence of:

Michael Evans

Sherwood Wang

Signed by:

Caroline M. Wang

Caroline M. Wang, aka Lonny Myers, as Trustee of the Caroline M. Wang Trust dated June 28, 1993

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

I, Marilyn K. Hazel, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that Caroline M. Wang, aka Lonny Myers, being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth

Given under my hand and notarial seal this 22nd day of December, 1999.

Marilyn K. Hazel

Notary Public
MY COMMISSION EXPIRES 02/07/2002
Marilyn K. Hazel
Boulder County, Colorado

This instrument was prepared by and after recording return to:
Durward J. Gehring
Bell, Boyd & Lloyd
70 West Madison Street
Suite 3300
Chicago, Illinois 60602

Send Subsequent Tax Bills To:
The Redtail Center
2048 N. Dayton Ave.
Chicago, IL 60614

Tax Parcel #:11-21-0013-0013-03-9

Recording Fee: $_____

11-21-0013-0013-03-9

EXHIBIT A

Real property situated in the Township of Watervliet, County of Berrien and State of Berrien, and more particularly described as follows, to-wit:

Part of the Northwest Quarter of Section 13, Township 3 South, Range 17 West, described as: Commencing at the North Quarter corner of said Section 13, thence North 89° 08' 30" West along the North line of said Section, 2563.20 feet to the Easterly line of Highway M-140, thence 1000.00 feet around a curve to the right whose radius is 2939.93 feet and whose chord bears South 2° 09' West 995.19 feet to a point that is parallel to and 66.00 feet East of the West line of said Section, thence South 0° 07' 23" West, parallel with the West line of said Section, 179.67 feet to a clear vision area, thence South 29° 41' 01" East along said clear vision area line 168.97 feet to a point on the South line of the North Half of the Northwest Quarter of said Section, 150.00 feet South 89° 10' 50" East of the Southwest corner of the North Half of the Northwest Quarter of said Section, thence South 89° 10' 50" East along said South line 2508.20 feet to the Southeast corner of the North Half of the Northwest Quarter of said Section, thence North 0° 23' 30" East along the North and South Quarter line of said Section, 1318.40 feet to the place of beginning;
EXCEPTING THEREFROM the Easterly 657.5 feet;
ALSO EXCEPTING THEREFROM Commencing at the Southwest corner of the North Half of said Northwest Quarter, thence South 89° 10' 50" East along the South line of the North Half of said Northwest Quarter, 150.00 feet to the point of beginning of the land herein described, thence continuing South 89° 10' 50" East along said South line 941.00 feet, thence North 00° 07' 23" East parallel with the West line of said Section, 400.00 feet, thence North 89° 10' 50" West parallel with the South line of the North Half of said Northwest Quarter, 1025.00 feet to the East line of a parcel of land described in Warranty Deed, recorded in Volume 583 of Deeds, page 534, Berrien County Records, thence South 00° 07' 23" West along said East line, 254.39 feet to the M-140 Highway clear vision right-of-way line, thence South 29° 41' 01" East along the last described line 168.97 feet to the place of beginning.
AND PROVIDED FURTHER that the Grantor reserves unto Caroline M. Wang, also known as Lonny Myers, for the remainder of her life, the exclusive right to use and occupy the cabin presently located on such property, together with the cleared field immediately surrounding such cabin and extending North to the body of water known as Lake Sherwood and including on the West the small body of water separated from Lake Sherwood by an area of marsh, a total of approximately 2 acres, and the right of access thereto from Dwight Boyer Road.

11-21-0013-0013-03-9

wp003/07263-001
3/10/88

This memorandum prepared by:
Durward J. Gehring, Esq.
180 N. LaSalle Street, Suite 3800
Chicago, Illinois 60601

005 9424 3/21/88

MEMORANDUM OF LAND CONTRACT

On March 14, 1988, CAROLINE M. WANG, a Married Woman, as Seller, and HALSTED PROPERTY EXCHANGE LIMITED PARTNERSHIP, an Illinois limited partnership, as Purchaser, entered into a Land Contract, pursuant to which Seller has covenanted and agreed, provided that Purchaser first makes all payments and performs all of Purchaser's covenants under said Land Contract, to convey to Purchaser the real property described below:

That part of the South Half of Section 12, Township 3 South, Range 17 West and of the East Half of the Southeast Quarter of Section 11, said Township and Range, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: - Commencing at the South Quarter Post of said Section 12 thence North 89 Degrees 8'30" West 1541.7 Feet; thence North 9 Degrees 24'30" West 951.8 Feet; thence South 88 Degrees 35'30" West 410.3 Feet; thence South 65 Degrees 29'30" West 276 Feet; thence South 73 Degrees 22'25" West 632.02 Feet to the Centerline of Watervliet Road; thence North 4 Degrees 22'2" East, on said Centerline, 377 Feet; thence South 84 Degrees 44'58" East 185 Feet; thence South 0 Degrees 01'14" West 260.98 Feet; thence North 73 Degrees 22'25" East 92.58 Feet to a Point 741.3 Feet North 0 Degrees 01'14" East of the Southwest Corner of Section 12; thence North 73 Degrees 22'25" East 320.4 Feet; thence North 65 Degrees 29'30" East 276 Feet; thence North 88 Degrees 35'30" East 410.3 Feet; thence North 1 Degree 50'52" East 233.06 Feet; thence North 89 Degrees 58'46" West 234 Feet to Meander Point; thence North 54 Degrees 53'39" East on Meander Line, 310.46 Feet to Meander Post, including All Lands Between said Meander Line and Sherwood Drain; thence North 0 Degrees 7'29" West 323.8 Feet; thence North 89 Degrees 3'12" West 1004.39 Feet; thence North 0 Degrees 1'14" East 99.87 Feet; thence North 89 Degrees 3'12" West 200 Feet to Centerline of Road; thence North 3 Degrees 55'35" East, on said Centerline, 100.32 Feet; thence South 89 Degrees 3'12" East 2861.45 Feet; thence South 0 Degrees 7'29" East 562.94 Feet; thence South 88 Degrees 15'06" East 155.07 Feet; thence South 0 Degrees 07'29" East 1339.67 Feet; thence North 89 Degrees 14'02" West 155 Feet to the Place of Beginning.

11-21-0012-000-2-03-17

In witness whereof, the parties have executed this Memorandum of Land Contract this 14th day of March, 1988.

SELLER: Caroline M. Wang (LS)
CAROLINE M. WANG

PURCHASER: HALSTED PROPERTY EXCHANGE LIMITED PARTNERSHIP,
an Illinois limited partnership
By: HALSTED PROPERTY EXCHANGE CORPORATION,
an Illinois corporation, General Partner

By: Ashley Passwaters
Ashley Passwaters, President

ATTEST:
Durward J. Gehring, Secretary

Address of Grantor: - 100 E. Ohio Street, Chicago, Illinois 60611
Address of Grantee: - 826 W. Armitage, Chicago, Illinois 60614

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Adrienne Singer, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that Caroline M. Wang, Ashley Passwaters, Prestdent of Halsted Property Exchange Corporation, an Illinois corporation which is the sole general partner of Halsted Property Exchange Limited Partnership, an Illinois limited partnership, and Durward J. Gehring, Secretary of said corporation, being personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that they signed and delivered the said instrument as their own free and voluntary act and, in the case of Ashley Passwaters and Durward J. Gehring, as the act of said corporation and limited partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of March, 1988.

Adrienne Singer
Notary Public

My Commission Expires: 8/24/90

OFFICIAL SEAL
ADRIENNE SINGER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug. 24, 1990

RECORDED
MAR 21 1988
REGISTERED HEREIN

LIBER 1336 PAGE 220

wp023/07263-001
9/26/88

This instrument prepared by:
Durward J. Gehring, Esq.
180 N. LaSalle Street, Suite 3800
Chicago, Illinois 60601

MEMORANDUM OF ASSIGNMENT OF LAND CONTRACT

On October 7, 1988, HALSTED PROPERTY EXCHANGE LIMITED PARTNERSHIP, an Illinois limited partnership ("Assignor"), assigned to K.O.O. PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership ("Assignee"), its rights as Purchaser under that certain Land Contract, dated March 14, 1988, as amended, a Memorandum of which was recorded with the Register of Deeds of Berrien County, Michigan, on March 21, 1988, at Liber 1336, Page 219, by and between Assignor, as Purchaser, and CAROLINE M. WANG, a married woman, as Seller, relating to the purchase by Purchaser of the real property described as follows:

That part of the South Half of Section 12, Township 3 South, Range 17 West and of the East Half of the Southeast Quarter of Section 11, said Township and Range, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: - Commencing at the South Quarter Post of said Section 12 thence North 89 Degrees 8'30" West 1541.7 Feet; thence North 9 Degrees 24'30" West 951.8 Feet; thence South 88 Degrees 35'30" West 410.3 Feet; thence South 65 Degrees 29'30" West 276 Feet; thence South 73 Degrees 22'25" West 632.02 Feet to the Centerline of Watervliet Road; thence North 4 Degrees 22'2" East, on said Centerline, 377 Feet; thence South 84 Degrees 44'58" East 185 Feet; thence South 0 Degrees 01'14" West 260.98 Feet; thence North 73 Degrees 22'25" East 92.58 Feet to a Point 741.3 Feet North 0 Degrees 01'14" East of the Southwest Corner of Section 12; thence North 73 Degrees 22'25" East 320.4 Feet; thence North 65 Degrees 29'30" East 276 Feet; thence North 88 Degrees 35'30" East 410.3 Feet; thence North 1 Degree 50'52" East 233.06 Feet; thence North 89 Degrees 58'46" West 234 Feet to Meander Point; thence North 54 Degrees 53'39" East on Meander Line, 310.46 Feet to Meander Post, including All Lands Between said Meander Line and Sherwood Drain; thence North 0 Degrees 7'29" West 323.8 Feet; thence North 89 Degrees 3'12" West 1004.39 Feet; thence North 0 Degrees 1'14" East 99.87 Feet; thence North 89 Degrees 3'12" West 200 Feet to Centerline of Road; thence North 3 Degrees 55'35" East, on said Centerline, 100.32 Feet; thence South 89 Degrees 3'12" East 2861.45 Feet; thence South 0 Degrees 7'29" East 562.94 Feet; thence South 88 Degrees 15'06" East 155.07 Feet; thence South 0 Degrees 07'29" East 1339.67 Feet; thence North 89 Degrees 14'02" West 155 Feet to the Place of Beginning.

RECORDED

OCT 7 10 53 AM '88

Bernice Trainor
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

In witness whereof, the parties have executed this Memorandum of Assignment of Land Contract this 7th day of October, 1988.

ASSIGNOR: HALSTED PROPERTY EXCHANGE LIMITED PARTNERSHIP,
an Illinois limited partnership
By: HALSTED PROPERTY EXCHANGE CORPORATION,
an Illinois corporation, General Partner

By: Ashley Passwaters
Ashley Passwaters, President

ATTEST:
Durward J. Gehring, Secretary

ASSIGNEE: K.O.O. PROPERTIES LIMITED PARTNERSHIP,
an Illinois limited partnership
By: PSYCHMART/PSYCHSHOPS INCORPORATED,
an Illinois corporation, General Partner

By: Darla J. Leggitt
Darla J. Leggitt, Vice President

ATTEST:
Durward J. Gehring, Secretary

Grantor's Address: 826 West Armitage Ave., Chicago, IL 60614
Grantee's Address: 826 West Armitage Ave., Chicago, IL 60614

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Adrienne Singer, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that Ashley Passwaters, President of Halsted Property Exchange Corporation, an Illinois corporation which is the sole general partner of Halsted Property Exchange Limited Partnership, an Illinois limited partnership; Darla J. Leggitt, Vice President of Psychmart/Psychshops Incorporated, an Illinois corporation which is the sole general partner of K.O.O. Properties Limited Partnership, an Illinois limited partnership; and Durward J. Gehring, Secretary of each of said corporations, being personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said trust, corporation and limited partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of October, 1988.

Adrienne Singer
Notary Public

My Commission Expires: 8/24/90

OFFICIAL SEAL
ADRIENNE SINGER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug. 24, 1990

05/01/97 111#3365 965
LAND CONTRACT $11.00
05/01/97 111#3365 965
STATE REMON FEE $3.00

This memorandum prepared by:
Durward J. Gehring, Esq.
70 W. Madison St., Suite 3300
Chicago, IL 60602

MEMORANDUM OF ASSIGNMENT OF LAND CONTRACT

On December 31, 1996, K.O.O. PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership ("Assignor"), assigned to CAMP RONORA L.L.C., a Delaware limited liability company ("Assignee"), its rights as Purchaser under that certain Land Contract, dated March 14, 1988, originally between CAROLINE M. WANG, a married woman, as Seller, and HALSTED PROPERTY EXCHANGE LIMITED PARTNERSHIP, an Illinois limited partnership, as Purchaser, a Memorandum of which was recorded with the Register of Deeds of Berrien County, Michigan, on March 21, 1988, at Liber 1336, Page 219, the rights of the said HALSTED PROPERTY EXCHANGE LIMITED PARTNERSHIP as Purchaser under said Land Contract having been assigned to Assignor by an Assignment dated October 7, 1988, a Memorandum of which assignment was recorded on October 7, 1988, at Liber 1359, Page 13, which Land Contract relates to the purchase of the real property described as follows:

That part of the South Half of Section 12, Township 3 South, Range 17 West and of the East Half of the Southeast Quarter of Section 11, said Township and Range, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: - Commencing at the South Quarter Post of said Section 12 thence North 89 Degrees 8'30" West 1541.7 Feet; thence North 9 Degrees 24'30" West 951.8 Feet; thence South 88 Degrees 35'30" West 410.3 Feet; thence South 65 Degrees 29'30" West 276 Feet; thence South 73 Degrees 22'25" West 632.02 Feet to the Centerline of Watervliet Road; thence North 4 Degrees 22'2" East, on said Centerline, 377 Feet; thence South 84 Degrees 44'58" East 185 Feet; thence South 0 Degrees 01'14" West 260.98 Feet; thence North 73 Degrees 22'25" East 92.58 Feet to a Point 741.3 Feet North 0 Degrees 01'14" East of the Southwest Corner of Section 12; thence North 73 Degrees 22'25" East 320.4 Feet; thence North 65 Degrees 29'30" East 276 Feet; thence North 88 Degrees 35'30" East 410.3 Feet; thence North 1 Degree 50'52" East 233.06 Feet; thence North 89 Degrees 58'46" West 234 Feet to Meander Point; thence North 54 Degrees 53'39" East on Meander Line, 310.46 Feet to Meander Post, including All Lands Between said Meander Line and Sherwood Drain; thence North 0 Degrees 7'29" West 323.8 Feet; thence North 89 Degrees 3'12" West 1004.39 Feet; thence North 0 Degrees 1'14" East 99.87 Feet; thence North 89 Degrees 3'12" West 200 Feet to Centerline of Road; thence North 3 Degrees 55'35" East, on said Centerline, 100.32 Feet; thence South 89 Degrees 3'12" East 2861.45 Feet; thence South 0 Degrees 7'29" East 562.94 Feet; thence South 88 Degrees 15'06" East 155.07 Feet; thence South 0 Degrees 07'29" East 1339.67 Feet; thence North 89 Degrees 14'02" West 155 Feet to the Place of Beginning.

RECORDED

MAY 1 3 41 PM '97

REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

Pt. of 11-21-0012-0003-02-7

LIBER 1806 PAGE 392

In witness whereof, the parties have executed this Memorandum of Assignment of Land Contract this 29th day of April, 1997.

ASSIGNOR: K.O.O. PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership

By: PSYCHMART/PSYCHSHOPS INCORPORATED, an Illinois corporation, one of its General Partners

By: _____
Durward J. Gehring, Vice President

By: LUTRA FINANCIAL CORPORATION, an Illinois corporation, one of its General Partners

By: _____
Durward J. Gehring, President

ASSIGNEE: CAMP RONORA L.L.C., a Delaware limited liability company

By: _____
Durward J. Gehring, Manager

WITNESSES: _____
Nancy R. Hayes

_____
Richard L. Sevcik

Address of Grantor: 826 W. Armitage Ave.; Chicago, IL 60614
Address of Grantee: 826 W. Armitage Ave.; Chicago, IL 60614

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Shirley Fisch, a Notary Public in and for said County and in, the State aforesaid, DO HEREBY CERTIFY that Durward J. Gehring, Vice President of Psychmart/Psychshops Incorporated, an Illinois corporation, and President of Lutra Financial Corporation, an Illinois corporation, which corporations are the sole General Partners of K.O.O. Properties Limited Partnership, an Illinois limited partnership, and Manger of Camp Ronora L.L.C., being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of said corporations, limited partnership, and limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of April, 1997.

Shirley Fisch
Notary Public

"OFFICIAL SEAL"
SHIRLEY FISCH
Notary Public, State of Illinois
My Commission Expires 1/19/00

LIBER 1806 PAGE 394

This memorandum prepared by:
Durward J. Gehring, Esq.
Bell, Boyd & Lloyd
70 W. Madison St., Suite 3300
Chicago, IL 60602

MEMORANDUM OF LAND CONTRACT

On May 6, 1997, ALMON L. HOFFMAN, a widower who has not remarried, as Seller, and LUTRA ASSOCIATES L.P., an Illinois limited partnership, as Purchaser (by assignment of rights) entered into a Land Contract, pursuant to which Seller has covenanted and agreed, provided that Purchaser first makes all payments and performs all of Purchaser's covenants under said Land Contract, to convey to Purchaser the real property described on Exhibit "A" attached hereto.

In witness whereof, the parties have executed this Memorandum of Land Contract this 6 day of May, 1997.

SELLER:

Almon L. Hoffman
ALMON L. HOFFMAN

SIGNATURE WITNESSED BY:

Eileen Jones
Eileen Jones

Emma Jones
Emma Jones

RECORDED
MAY 15 3 06 PM '97

05/15/97 111H9469 A99
LAND CONTRACT $11.00
05/15/97 111H9469 A99
STATE REMON FEE $2.00

P.T.A. 11-21-0013-0004-01-5

STATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

I, Tom Walker, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that Almon L. Hoffman, being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 1997.

TOM WALKER
Commission # 1092864
Notary Public — California
Los Angeles County
My Comm. Expires Mar 28, 2000

Tom Walker
Notary Public Tom Walker

LIBER 1809 PAGE 727

PURCHASER: LUTRA ASSOCIATES L.P., an Illinois limited partnership

By: CAMP RONORA L.L.C., a Delaware limited liability company, a General Partner

By: _____
Durward J. Gehring, Manager

By: LUTRA FINANCIAL CORPORATION, an Illinois corporation, a General Partner

By: _____
Durward J. Gehring, President

SIGNATURES WITNESSED BY:

_____
Nancy R. Hayes

_____
Tresperteen Webster

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Shirley Fisch, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that and Durward J. Gehring, as Manager of Camp Ronora L.L.C., a Delaware limited liability company, and as President of Lutra Financial Corporation, an Illinois corporation, which limited liability company and corporation are the sole general partners of Lutra Associates L.P., an Illinois limited partnership, being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the act of said limited liability company, corporation and limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 1997.

_____
Notary Public

"OFFICIAL SEAL"
SHIRLEY FISCH
Notary Public, State of Illinois
My Commission Expires 1/19/00

Address of Grantor: 173 Seaview Road; Shelter Cove, CA 95589
Address of Grantee: 826 W. Armitage Ave.; Chicago, IL 60614

EXHIBIT "A"

SITUATED IN WATERVLIET TOWNSHIP, BERRIEN COUNTY, MICHIGAN.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 17 WEST DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER POST OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 17 WEST; THENCE NORTH 89° 08' 30" WEST ON THE SOUTH SECTION LINE, 1541.70 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 09° 24' 30" WEST, 450.00 FEET; THENCE NORTH 63° 40' 11" WEST, 509.02 FEET; THENCE SOUTH 77° 08' 53" WEST, 700.00 FEET TO THE CENTER OF M-140 HIGHWAY; THENCE ALONG SAID CENTER 511.30 FEET AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 2872.00 FEET AND A CHORD THAT BEARS SOUTH 12° 58' 50" EAST, 510.62 FEET TO THE SOUTH LINE OF SAID SECTION 12; THENCE SOUTH 89° 08' 30" EAST ON THE SECTION LINE, 1123.21 FEET TO THE PLACE OF BEGINNING.

This memorandum prepared by:
Durward J. Gehring, Esq.
70 W. Madison St., Suite 3300
Chicago, IL 60602

MEMORANDUM OF AMENDMENT TO LAND CONTRACT

On October __, 1996, CAROLINE M. WANG, also known as Lonny Myers, as Trustee of the Caroline M. Wang Trust dated June 28, 1993, as Seller, and LUTRA ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, as Purchaser entered into a Second Amendment to Land Contract, pursuant to which Seller has covenanted and agreed, provided that Purchaser first makes all payments and performs all of Purchaser's covenants under said Second Amendment to Land Contract, to convey to Purchaser a portion of the real property described below, and has also granted to Purchaser a right of first refusal with respect to certain conveyances of the remainder of said real property:

That part of the North Half of the Northwest Quarter of Section 13, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: Commencing at the North Quarter Post of said Section 13; thence North 89 Degrees 8'30" West 2563.2 Feet to Easterly Line of Highway M-140; thence 1000 Feet on a 2939.93 Foot Radial Curve Right a Chord Distance of South 2 Degrees 9' West 795.19 Feet; thence South 0 Degrees 7'23" West 179.67 Feet; thence South 89 Degrees 10'50" East 2508.2 Feet; thence North 0 Degrees 23'30" East 1318.4 Feet to the Place of Beginning, but excluding the 657.5 Feet thereof sold to Halsted Property Exchange Limited Partnership pursuant to a Land Contract dated March 4, 1988, a Memorandum of which was recorded on March 21, 1988, at Liber 1336, Page 221, and amended by an Amendment to Memorandum recorded on April 15, 1988, at Liber 1338. (age 592, and further amended by a second Amendment to Memorandum recorded on August 26, 1988, at Liber 1354, Page 163, and which was assigned to K.O.O. Properties Limited Partnership on October 7, 1988, a Memorandum of which assignment was recorded on October 7, 1988, at Liber 1359 Page 11

In witness whereof, the parties have executed this Memorandum of Second Amendment to Land Contract this 16th day of November, 1996.

SELLER:

Caroline M. Wang
CAROLINE M. WANG, also known as Lonny Myers, as Trustee of the Caroline M. Wang Trust dated June 28, 1993

PURCHASER:

LUTRA ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership
By: K.O.O. PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership, its sole General Partner
By: PSYCHMART/PSYCHSHOPS INCORPORATED, an Illinois corporation, one of its General Partners

By: S. Hunter Leggitt
S. Hunter Leggitt, Jr., President

By: LUTRA FINANCIAL CORPORATION, an Illinois corporation, one of its General Partners

By:
Durward J. Gehring, President

Address of Grantor: 4423 Valli Vista Blvd.; Colorado Springs, CO 80915
Address of Grantee: 826 W. Armitage Ave.; Chicago, IL 60614

11-21-001 3-09[illegible]-03-9

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jean K. Woods, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that Caroline M. Wang, also known as Lonny Myers, Trustee of the Caroline M. Wang Trust dated June 28, 1993; S. Hunter Leggitt, Jr., President of Psychmart/Psychshops Incorporated, an Illinois corporation; and Durward J. Gehring, President of Lutra Financial Corporation, an Illinois corporation, which corporations are the sole General Partners of K.O.O. Properties Limited Partnership, an Illinois limited partnership that is the sole General Partner of Lutra Associates Limited Partnership, being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of said trust, corporations and limited partnerships, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of November, 1996.

"OFFICIAL SEAL"
JEAN K. WOODS
Notary Public, State of Illinois
My Commission Expires 11/2/99

Jean K Woods
Notary Public

RECORDED

Nov 19 2 27 PM '96

Prepared by: Jim Gehring
Bell Boyd Lloyd
70 W Madison St., Ste 3300
Chicago, IL 60602-4207

LIBER 1782 PAGE 81

04/17/97 111#7273 A66
LAND CONTRACT $9.00
04/17/97 111#7273 A66
STATE REMON FEE $2.00

This document prepared by:
Durward J. Gehring, Esq.
Bell, Boyd & Lloyd
70 W. Madison St., Suite 3300
Chicago, IL 60602

CORRECTION TO MEMORANDUM OF AMENDMENT TO LAND CONTRACT

The Memorandum of the Second Amendment to Land Contract between CAROLINE M. WANG, also known as Lonny Myers, as Trustee of the Caroline M. Wang Trust dated June 28, 1993, as Seller, and LUTRA ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, which was recorded on November 19, 1996, in the Office of the Recorder of Berrien County, Michigan, at Liber 1782, Page 80, is hereby corrected by the substitution of the following legal description of the real property involved, in order to correct certain errors in the legal description contained in the original Memorandum:

That part of the North Half of the Northwest Quarter of Section 13, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: - Commencing at the North Quarter Post of said Section 13; thence North 89 Degrees 8'30" West 2563.2 Feet to Easterly Line of Highway M-140; thence 1000 Feet on a 2939.93 Foot Radial Curve Right a Chord Distance of South 2 Degrees 9' West 995.19 Feet; thence South 0 Degrees 7'23" West 179.67 Feet; thence South 29 Degrees 41'01" East 168.97 Feet; thence South 89 Degrees 10'50" East 2508.2 Feet; thence North 0 Degrees 23'30" East 1318.4 Feet to the Place of Beginning, but excluding the 657.5 Feet thereof sold to Halsted Property Exchange Limited Partnership pursuant to a Land Contract dated March 4, 1988, a Memorandum of which was recorded on March 21, 1988, at Liber 1336, Page 221, and amended by an Amendment to Memorandum recorded on April 15, 1988, at Liber 1338, Page 592, and further amended by a second Amendment to Memorandum recorded on August 26, 1988, at Liber 1354, Page 163, and which was assigned to K.O.O. Properties Limited Partnership on October 7, 1988, a Memorandum of which assignment was recorded on October 7, 1988, at Liber 1359 Page 11

In witness whereof, the parties have executed this Correction to Memorandum of Second Amendment to Land Contract this 16th day of April, 1997.

SELLER: Caroline M. Wang
CAROLINE M. WANG, also known as Lonny Myers,
as Trustee of the Caroline M. Wang Trust dated June 28, 1993

PURCHASER: LUTRA ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership
By: CAMP RONORA L.L.C., a Delaware limited liability company, its sole General Partner

By: _____
Durward J. Gehring, Manager

Address of Grantor: 4423 Valli Vista Blvd.; Colorado Springs, CO 80915
Address of Grantee: 826 W. Armitage Ave.; Chicago, IL 60614

RECORDED

APR 17 2 12 PM '97

Bernice Fitzhenry
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

LIBER 1803 PAGE 727

11-21-00-213-021-00

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, Paula R. Williams, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that Caroline M. Wang, also known as Lonny Myers, Trustee of the Caroline M. Wang Trust dated June 28, 1993, and Durward J. Gehring, Manager of Camp Ronora L.L.C., a Delaware limited liability company that is the sole General Partner of Lutra Associates Limited Partnership, being personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said trust, limited liability company and limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of April, 1997.

"OFFICIAL SEAL"
Paula R. Williams
Notary Public, State of Illinois
My Commission Expires 6/19/98

Paula R. Williams
Notary Public

LIBER 1803 PAGE 728

(3)

CERTIFICATION DOES NOT REFLECT POSSIBLE HOMESTEAD DENIAL.

RECORDED

I HEREBY CERTIFY, That there are no Tax Liens or Titles held by the State or any individual against the within description and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes if any, not yet due and payable or subject to collection. Also except Deferred Special Assessments if any under Act No. 225 Public Acts of 1976 as amended and any Specific Tax (I.E. Enterprise Zone)

Date DEC 29 1999

No 14573

Berrien County Treasurer

99 DEC 29 AM 9:34

REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

12/29/99	111H1154	A99
	DEED	$9.00
12/29/99	111H1154	A99
	STATE REMON FEE	$2.00
12/29/99	111H1154	A99
	TAX CERTIFICATE	$1.00

WARRANTY DEED

THE GRANTOR, **Caroline M. Wang, aka Lonny Myers, as Trustee of the Caroline M. Wang Trust dated June 28, 1993,** whose address is 2525 Taft Drive, Apt 701, Boulder, CO 80302, **CONVEYS and WARRANTS to The Redtail Center, a Michigan nonprofit corporation,** whose address is 826 W. Armitage Ave, Chicago, IL 60614, the following described premises situated in the Township of Watervliet, County of Berrien and State of Michigan:

SEE EXHIBIT "A" ATTACHED

THE CONSIDERATION FOR THIS TRANSFER IS ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION

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

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Dated this 22nd day of December, 1999.

Signed in presence of:

Michael Evans

Sherwood Wang

Signed by:

Caroline M. Wang, aka Lonny Myers, as Trustee of the Caroline M. Wang Trust dated June 28, 1993

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

I, Marilyn K. Hazel, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that Caroline M. Wang, aka Lonny Myers, being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth

Given under my hand and notarial seal this 22nd day of December, 1999.

Notary Public
Marilyn K. Hazel
Boulder County, Colorado.
MY COMMISSION EXPIRES 02/07/2002

This instrument was prepared by and after recording return to:
Durward J. Gehring
Bell, Boyd & Lloyd
70 West Madison Street
Suite 3300
Chicago, Illinois 60602

Send Subsequent Tax Bills To:
The Redtail Center
2048 N. Dayton Ave.
Chicago, IL 60614

Tax Parcel #:11-21-0013-0013-03-9

Recording Fee: $_____

P.P.Q.

11-21-0013-0013-03-9

EXHIBIT A

Real property situated in the Township of Watervliet, County of Berrien and State of Berrien, and more particularly described as follows, to-wit:

Part of the Northwest Quarter of Section 13, Township 3 South, Range 17 West, described as: Commencing at the North Quarter corner of said Section 13, thence North 89° 08' 30" West along the North line of said Section, 2563.20 feet to the Easterly line of Highway M-140, thence 1000.00 feet around a curve to the right whose radius is 2939.93 feet and whose chord bears South 2° 09' West 995.19 feet to a point that is parallel to and 66.00 feet East of the West line of said Section, thence South 0° 07' 23" West, parallel with the West line of said Section, 179.67 feet to a clear vision area, thence South 29° 41' 01" East along said clear vision area line 168.97 feet to a point on the South line of the North Half of the Northwest Quarter of said Section, 150.00 feet South 89° 10' 50" East of the Southwest corner of the North Half of the Northwest Quarter of said Section, thence South 89° 10' 50" East along said South line 2508.20 feet to the Southeast corner of the North Half of the Northwest Quarter of said Section, thence North 0° 23' 30" East along the North and South Quarter line of said Section, 1318.40 feet to the place of beginning; EXCEPTING THEREFROM the Easterly 657.5 feet;
ALSO EXCEPTING THEREFROM Commencing at the Southwest corner of the North Half of said Northwest Quarter, thence South 89° 10' 50" East along the South line of the North Half of said Northwest Quarter, 150.00 feet to the point of beginning of the land herein described, thence continuing South 89° 10' 50" East along said South line 941.00 feet, thence North 00° 07' 23" East parallel with the West line of said Section, 400.00 feet, thence North 89° 10' 50" West parallel with the South line of the North Half of said Northwest Quarter, 1025.00 feet to the East line of a parcel of land described in Warranty Deed, recorded in Volume 583 of Deeds, page 534, Berrien County Records, thence South 00° 07' 23" West along said East line, 254.39 feet to the M-140 Highway clear vision right-of-way line, thence South 29° 41' 01" East along the last described line 168.97 feet to the place of beginning.
AND PROVIDED FURTHER that the Grantor reserves unto Caroline M. Wang, also known as Lonny Myers, for the remainder of her life, the exclusive right to use and occupy the cabin presently located on such property, together with the cleared field immediately surrounding such cabin and extending North to the body of water known as Lake Sherwood and including on the West the small body of water separated from Lake Sherwood by an area of marsh, a total of approximately 2 acres, and the right of access thereto from Dwight Boyer Road.

11-21-0013-0013-03-9

45 of Misc, page 369
WM. J. CORCORAN AND MARGARET CORCORAN, his wife
TO
INDIANA & MICHIGAN ELECTRIC COMPANY, a corpn.

DEED OF EASEMENT, dated July 20, 1935. Filed for rec. Sept. 24, 1935 4PM Rec. Vol. 45 of Misc, page 369 Con. $1. Two Wit. Ack. July 29, 1935 bef. N.P. seal Cook Co., Ill. Grants, etc., same as page 124, part of Sec. 20, Twp. 5 S., R. 19 W., bounded N. by lands of William Milroy, E. by W. line of Sec. 20, S. by lands of John Smietanka, W. by Lake Mich. Same recital as page 124.

45 of Misc, page 370
MRS. CHRISTINA CLOUGH, widow, CHAS. POLMANTEER & MARY POLMANTEER his wife
TO
INDIANA & MICHIGAN ELECTRIC COMPANY, a corpn.

DEED OF EASEMENT, dated Aug. 13, 1935. Filed for rec. Sept. 24, 1935 4PM Rec. Vol. 45 of Misc, page 370 Con. $1. Two Wit. Ack. Aug. 13, 1935 bef. N.P. seal Berrien Co., Mich. Grants, etc., same as page 124, part of Sec. 13, Twp. 3 S., R. 17 W., bounded N. by lands of A. D. Boyer, E. by lands of Edgar Stewart, S. by lands of W. C. Hammond, W. by lands of A. D. Boyer. Same recital as page 124.

45 of Misc, page 371
L. A. SIMANTON & MAYE SIMANTON, his wife, GERTRUDE A. SIMANTON, widow W. A. SIMANTON, single, EDITH L. FEATHER & J. A. FEATHER, her husband, ROSEMARY F. SIMANTON JUNIOR AND JAMES R. SIMANTON, minors.
TO
INDIANA & MICHIGAN ELECTRIC COMPANY, a c orpn.

DEED OF EASEMENT, dated July 1st, 1935. Filed for rec. Oct. 7, 1935. 9AM. Rec. Vol. 45 of Misc, page 371 Con. $1. Five Wit. Ack. July 9, 1935 bef. N.P. seal Berrien Co., Mich by Gertrude A. Simanton & W. A. Simanton Rosemary F. Simanton and J.A. Simanton and Edith L. Feather. Ack. July 1st, 1935 bef. N.P. seal Ashland Co., Ohio. by J. A. Simanton and Maye Simanton. Ack. Sept. 12, 1935 bef. N.P. seal Berrien Co., Mich. by Gertrude A. Simanton, Gdn. of Frank L. Simanton, Jr. and James R. Simanton, minors. Gertrude A. Simanton, signs as Gdn of Frank L. Simanton, Junior and James R. Simanton, minors.
Grants, etc., same as page 124, part og Sec. 3, Twp. 17 W. bounded N. by lands of Walcut & Willis, Cora Coon, Baldwin Est, E. by Van Buren County Line, S. by lands of A. D. Boyer and J. W. Marton, W. by lands of Paul Smenyak & A. Vergus. This easement is for an anchor located along the S. line of said prem. and cutting two trees only. Same recital as page 124.

45 of Misc., page 121 cont.
Box 911, Newark, Ohio, within 30 days after such damages accrue. If Grantor and Grantee cannot agree on amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereo.

45 of Misc., page 123.
CLARENCE KOLBERG and ANNA KOLBERG, his wife TO INDIANA & MICHIGAN ELECTRIC COMPANY, a corpn.

DEED OF EASEMENT, dated June 15, 1932
Filed for record July 13th, 1932 - 9 A.M.
Recorded Vol. 45 of Misc., page 122.
Con. $1. Two Wit. Ack. June 15th, 1932, before N.P. Berrien Co., Mich.
Conveys, same as page 120 - in Wesaw Twp., in the Co. of Berrien in the State of Mich., and part of Sec. no. 17 Twp. No. 7 S and R. No. 19 W and bounded:
On the N. by the lands of H. M. Smith, on the E. by the lands of E. Elias, On the S. by the lands of Charles Strifeling, On the W. by the lands of Coary Hanover.
Recital: Same as page 120.

45 of Misc., page 123.
E. A. ELIAS and MYRTLE ELIAS, his wife (MRS.) TO INDIANA & MICHIGAN ELECTRIC COMPANY, a corpn.

DEED OF EASEMENT, dated June 15th, 1932.
Filed for record July 13th, 1932 - 9 A.M.
Recorded Vol. 45 of Misc., page 123.
Con. $1. Two Wit. Ack. June 15th, 1932, before N.P. with Seal, Berrien Co., Michigan.
Conveys, etc., same as page 122:
On the N. by the lands of Coary Hanover & John Reams, On the E. by the lands of Frank Etoba, on the S. by the lands of Geo. Gaumond, on the W. by the lands of C. Kollberg.
Recital: Same as page 120.

REFERENCE - RECITAL ONLY

45 of Misc., page 124.
WM. HENNESSY and MAUDE HENNESSY, his wife TO INDIANA & MICHIGAN ELECTRIC COMPANY, a corpn.

DEED OF EASEMENT, dated June 24th, 1932.
Filed for record July 25th, 1932 - 9 A.M.
Recorded Vol. 45 of Misc., page 124.
Con. $1. Two Wit. Ack. June 24th, 1932, before N.P. with Seal, Berrien Co., Mich.
Conveys to second party, its successors and assigns forever, a right of way and easement with the right, priv. and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting

electric or other power, including telegraph or telephone wires in, on, along, over, through or across the following described lands situated in Coloma Twp., in the County of Berrien, in the State of Mich., and part of Sec. No. 15, Twp. No. 3 S. and R. No. 17 W. and bounded: On the N. by the lands of Paw Paw Lake Rd., On the E. by the lands of J. Preston-Hoakstad, on the S. by Paw Paw Lake, on the W. by the lands of Walter Gillice.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, at its option to cut and remove from said premises or thepremises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patroling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenienty for the enjoyment of the easement herein granted, also the priv. of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted provided, however, the said INDIANA & MICHIGAN ELECTRIC CO., its successors or assigns, shall further pay to me or us or my or our heirs or assigns, the sum of $ no sum for each pole erected on said lands, hereinbefore described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at or mailed to the office of the Grantee at Box 911 Newark, Ohio, within 30 days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

45 of Misc., page 125.

NATHANIEL SWANK and SARAH SWANK, his wife TO INDIANA & MICHIGAN ELECTRIC COMPANY, a corpn

DEED OF EASEMENT, dated Nov. 3rd, 1932.
Filed for record Nov. 18th, 1932 - 3 P.M.
Recorded Vol. 45 of Misc., page 125.
Con. $1. Two Wit. Ackl. Nov. 3rd, 1932, before N.P. with Seal, Berrien Co., Mich.
Conveys a right of way and easement with the right, priv. and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain line of poles and wires for the purpose of

97 of Misc., page 234
ANNA SHIRLEY (Divorcee)) DEED OF EASEMENT, dated Jan. 28, 1946
TO) Filed for record July 18th, 1946.
INDIANA & MICHIGAN ELECTRIC) Rec. Vol. 97 of Misc., page 234.
COMPANY, a corporation.) Con. $1. Two Wit. Ack. Jan. 28, 1946, before N.P., with Seal, Berrien Co., Michigan.

Grants, etc., same as page 147, lands situated in Weesaw Twp., Berrien Co., Mich., and part of Sec. 30, Twp. 7 S., R. 19 W., and bounded and desc. as follows:

The S.W. 1/4 of the S.E. 1/4 of said Sec. 30, cont. 40 acres.

Same recital as page 147.

97 of Misc., page 236
JOHN HUSAR AND MARY HUSAR,) DEED OF EASEMENT, dated Mar. 14, 1946
his wife) Filed for record July 18th, 1946.
TO) Rec. Vol. 97 of Misc., page 236.
DO) Con. $1. Two Wit. Ack. Mar. 14, 1946, before N.P. with Seal, Berrien Co., Michigan.

Grant, etc., same as page 147, lands situated in Watervliet Twp., Berrien Co., Mich., and part of Sec. 24, Twp. 3 S., R. 17 W., and bounded and desc. as follows:

Comm. 364.6 ft. S. of Intersection of C/L of Hwy. U.S. #12 with E. Line of said Sec. 24, th. Wly parallel with said Hwy. 297 ft.; th. N. 5.3 ft.; th. S. 71° 24' W. 643.5 ft.; th. S. 3° 14' E. to N. Line of P.M.R.R. R/W at a point 850 feet W. of E. line of said Sec. 24; th. E. 850 ft. to E. line of said Sec.; th. N. to place of beg.; ALSO, com. on the E. line of said Sec. 24 on centerline of hwy. U.S. #12; th. S. 22 rods, SWly parallel to Highway 18 rods, N. to Hwy. Center Line; th. NEly on Hwy. C/L to beg.

Same recital as page 147.

97 of Misc., page 238
SUSANNA TATTER (single)) DEED OF EASEMENT, dated Nov. 7th, 1945
TO) Filed for record July 18th, 1946.
DO) Rec. Vol. 97 of Misc., page 238.
) Con. $1. Two Wit. Ack. Nov. 7th, 1945, before N.P., with Seal, Cook Co., Illinois.

Grants, etc., same as page 147, lands situated in Watervliet Twp., Berrien Co., Mich., and part of Secs. 11 & 12, Twp. 3 S., R. 17 W., and bounded and desc. as follows:

Comm. 1122.7 East of S.W. corner of said Sec. 12; th. N. 10° 16' W. 951.8 ft.; th. S. 87° 44' W. 410.3'; th. S. 64° 38' W. 276 ft.; th. S. 72° 34' W. 634 ft. to C/L of Hwy. in Sec. 11; th. N. 4° 13' E. 377 ft., th. N. 86° 6' E. 185 ft., th. S. 260 ft., th. N. 72° 34' E. 420.4', th. N. 64° 38' E. 276 ft.; th. N. 87° 44' E. 410.3' N. to point 1287 ft. S. of E. & W. 1/4 Line, E. to N. & S. 1/4 Line; th. S. 1347.4 ft. to S. line of said Sec. 12; th. W. to beg., cont. 52.2 acres, more or less.

Same recital as page 147.

chkd 5-20-48 G.M.

97 of Misc., page 145

DEATH CERTIFICATE OF AUGUSTE SONNENBERG) CERTIFICATE, filed Dec. 19, 1945. Filed for record July 16, 1946. Recorded Vol. 97 of Misc., page 145.

Shows that Auguste Sonnenberg died on Dec. 18, 1945, at Orange, Orange Co., Calif.#

Cert. of True Copy, dated Feb. 16, 1946, signed by Health Officer, Orange County, by Dep. Registrar. Seal.

Married (Mrs. Frank H.)

97 of Misc., page 146

A F F I D A V I T BY COARY HANOVER) AFFIDAVIT, sub. and sworn to before N.P., Berrien Co., Mich., May 29, 1946. Filed for record July 16, 1946. Recorded Vol. 97 of Misc., page 146.

Coary Hanover being first duly sworn deposes and says:

1. That he is upwards of 73 years of age and has resided in Berrien County, Michigan, for 73 years.

2. That this Affiant well knew William Hallett and says that to the best of this Affiant's knowledge, on Jan. 13, 1897, the said William Hallett was a single man.

3. This Affiant further says that he well knew Gust Teifke and knows that the said Gust Teifke and Gustav L. Teifke, who died Dec. 20, 1939, were one and the same person.

4. This affidavit is made with respect to the following described premises, to-wit:

The W. 1/2 of N.E. 1/4 of N.E. 1/4 of Sec. 19, Twp. 7 S., R. 19 W., Weesaw Twp., Berrien Co., Michigan.

Further this Affiant sayeth not.

REFERENCE - RECITAL ONLY

97 of Misc., page 147

WILLIAM SABIA AND FELECIA SABIA, his wife TO INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation) DEED OF EASEMENT, dated Mar. 19th, 1946. Filed for record July 18th, 1946. Rec. Vol. 97 of Misc., page 147. Con. $1. Two Wit. Ack. Mar. 19th, 1946, before N.P., with Seal, Cook Co., Illinois.

Grant, bargain, sell, convey and warrant, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out abutting the following described lands situated in Benton Twp., in the Co. of Berrien, in the State of Mich., and part of Sec. 20, Twp. 4 S., R. 18 W., and bounded and desc. as follows:

Comm. 630 ft. E. and 784 ft. S. of the W. 1/4 Post of said Sec. 20; th. W. 125 ft.; th. S. 60 ft.; th. E. 125 ft.; th. N. 60 ft. to beg., being known as Lot 11, Col. Eastman's Unrecorded Plat.

(Cont'd)

97 of Misc., page 147 Cont'd.
It is understood between the parties hereto that this easement is for a single rural distribution line including poles, wires and appurtenances across the above desc. property, and shall be limited to such single rural dist. line when constructed thereon.
Balance of recital same as 54 of Misc., page 1.

97 of Misc., page 149
JOHN KEEFER AND ELIZABETH KEEFER, his wife TO INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation) DEED OF EASEMENT, dated Nov. 28th, 1945. Filed for record July 18th, 1946. Rec. Vol. 97 of Misc., page 149. Con. $1. Two Wit. Ack. Nov. 28th, 1945, before N.P., with Seal, Berrien Co., Michigan.
Grants, etc., same as page 147, part of Sec. 19, Twp. 4 S., R. 18 W., and bounded and desc. as follows:
Lot 15, Block 1, Chase's Subdivision of Part of S.E. 1/4 and Part of S.W. 1/4 of said Sec. 19.
It is understood and agreed that the within easement covers (illegible) space guy and anchor only.
Same recital as 54 of Misc., page 1.

97 of Misc., page 151
CLINTON C. SMITH AND MARY JANE WYMAN SMITH, his wife TO DO) DEED OF EASEMENT, dated Nov. 1st, 1945. Filed for record July 18th, 1946. Rec. Vol. 97 of Misc., page 151. Con. $1. Two Wit. Ack. Nov. 1st, 1945, before N.P., with Seal, Berrien Co., Michigan.
Grants, etc., same as page 147, part of Sec. 25, Twp. 4 S., R. 18 W., and bounded and desc. as follows:
The East 30 acres of the S.W. 1/4 of said Sec. 25,
Same recital as page 147.

97 of Misc., page 153
MATHIAS MAYER AND SARA M. MAYER, his wife TO DO) DEED OF EASEMENT, dated Feb. 27, 1946. Filed for record July 18th, 1946. Rec. Vol. 97 of Misc., page 153. Con. $1. Two Wit. Ack. Apr. 8th, 1946, before N.P., with Seal, Berrien Co., Mich.
Grants, etc., same as page 147, part of Sec. 20, Twp. 4 S., R. 18 W., and bounded and desc. as follows:
Comm. 630 ft. E. and 844 ft. S. of the W. 1/4 Post of said Sec. 20; th. W. 125 ft., th. S. 80 ft., th. SEly to a point due S. of beg., th. N. 160 ft. to beg., being known as Lots 9 and 10, Col. Eastmans Unrecorded Plat.
Same recital as page 147.

Reference · Recital

54 of Misc., page 1

HENRY SIMON AND EMMA SIMON his wife	) DEED OF EASEMENT, dated Aug. 24, 1936
TO	) Filed for rec. Nov. 24, 1936 3PM
INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation	) Rec. Vol. 54 of Misc., page 1) Con. $1. Two Wit. Ack. Aug. 24, 1936) bef. N. P. seal Berrien Co., Mich.

Grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out abutting the following described lands situated in Chikaming Twp., and part of Sec. 12, Twp. 7 S., R. 20 W., and bounded and desc. as follows:

The N. 35 acres of the N. E. 1/4 of the S. E. 1/4 of Sec. 12.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above desc. prem., to cut and, at its option, remove from said prem. or the prem. of the parties of the 1st part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said prem., and the right of ingress and egress to and over said above desc. prem., and any of the adjoining lands of the parties of the 1st part, at any and all times, for the purpose of patroling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said prem. or pay Grantor all damages done to the fences, drains, ditches, crops, and stock on the prem. herein desc., caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 220 W. Colfax Ave., South Bend, Ind. within 30 days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated and this indenture contains all agreements, expressed or implied, between the parties hereto.

101 of Misc., page 601
LEO D. PRILLWITZ, MABEL B. PRILLWITZ, his wife; and JOHN M. BENSON AND JESSIE A. BENSON, his wife
TO
INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation

DEED OF EASEMENT, dated March 27, 1947
Filed for record May 14, 1947
Rec. Vol. 101 of Misc., page 601
Con. $1. Two Wit. Ack. March 27, 1947 bef. N.P., with seal, Berrien Co., Mich.

Grants same as 54 of Misc., page 1 -(except change Twp. to Bainbridge, Sec. 13, Twp. 4 S., R. 17 W.)
The S. 45 acres of the W. 1/2 of the SE¼ said Sec. 13.
It is understood (bal. same as 101 of Misc., page 589)
TOGETHER (bal. same as 54 of Misc., page 1)

101 of Misc., page 603
J. A. SIMANTON, unmarried) DEED OF EASEMENT, dated Sept. 20, 1946
TO) Filed for record May 14, 1947
DO) Rec. Vol. 101 of Misc., page 603
Con. $1. Two Wit. Ack. Sept. 25, 1946 bef. N.P., with seal, Berrien Co., Mich.

Grants same as 54 of Misc., page 1 -(except change Twp. to Watervliet, Sec. 12, Twp. 3 S., and R. 17 W.)

Comm. at S. E. cor. of the N. 1/2 of the SE¼ of said Sec. 12; thence S. 94 ft.; th. N. 89° 12' W. 221.6 ft.; th. N. 81 ft.; thence W. 1510.7 ft.; thence N. 89° 15' W. 275.7 ft.; th. W. 633 ft.; thence N. 1291.9 ft. to center of said Sec. 12; thence E. 2642 ft.; th. S. 1314.55 ft. to beg.
This is limited to one pole & one anchor. No trees will be cut.
It is understood (bal. same as 101 of Misc., page 589)
TOGETHER (bal. same as 54 of Misc., page 1)

101 of Misc., page 605
ARNOLD V. MORTENSON AND) DEED OF EASEMENT, dated Oct. 3, 1946
ESTHER E. MORTENSON, his wife) Filed for record May 14, 1947
TO) Rec. Vol. 101 of Misc., page 605
DO.) Con. $1. Two Wit. Ack. Oct. 8, 1946 bef. N.P., with seal, Berrien Co., Mich.

Grants same as 54 of Misc., page 1 (except change Twp. to Watervliet, Sec. 21, Twp. 3 S., R. 17 W.)
Comm. 743.5 ft. S. 33° W. from N. E. cor. of said Sec. 21; thence S. 67° 30' W. 150 ft.; thence N. 22° 30' W. 85 ft.; thence S. 67° 30' W. 174.3 ft.; thence S. 22° 30' E. 139 ft.; th. N. 82° 40' E.

cont'd.

101 of Misc., page 584 cont'd.

will annexed of said est., and that said est. was closed on the 10th day of June, A.D. 1931 without the proper administration of this asset.

It further appearing that Hattie L. Robbins, widow; and Grace Robbins Stratton, dau.; are the sole devisees of said deceased

IT IS ORDERED, That such residue of real est. of which said deceased died seized, be and the same is hereby assigned to the said devisees according to the terms of Par. III of the Last Will and Testament of said deceased to each the following part or proportion thereof, to-wit:

An undivided 1/2 to each Hattie L. Robbins, widow; and Grace Robbins Stratton, dau.

Signed by Judge of Probate, with seal.

101 of Misc., page 587

A. E. CLARK AND CHRISTINA CLARK, his wife TO INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation

DEED OF EASEMENT, dated March 6, 1947 Filed for record May 14, 1947 Rec. Vol. 101 of Misc., page 587 Con. $1. Two Wit. Ack. March 6, 1947 bef. N.P., with seal, Berrien Co., Mich.

Grants same as 93 of Misc., page 621 - except change Twp. to Buchanan, Sec. 34, Twp. 7 S., and R. 18 W. and bounded and desc. more fully as follows: The E. 7.75 acres of that part of the SE¼ of the NE¼ of said Sec. 34, lying south of Highway, con. 7.75 acres, more or less.

One Pole to be installed on the above desc. property.

TOGETHER (bal. same as 93 of Misc., page 621 - except for the following sentence: changeto read as follows: (its successors or assigns, shall further pay to me/us or my/our heirs or assigns, the sum of $5.00 for each pole)

REFERENCE - RECITAL ONLY

101 of Misc., page 589

EUGENE ULLREY, unmarried TO

DEED OF EASEMENT, dated March 18, 1947 Filed for record May 14, 1947 Rec. Vol. 101 of Misc., page 589 Con. $1. Two Wit. Ack. March 18, 1947 bef. N.P., with seal, Berrien Co., Mich.

Grants same as 54 of Misc., page 1 - except change Twp. to Niles, Sec. 4, Twp. 7 S., and R. 17 W. and bounded and desc. as follows:

It is understood between the parties hereto that this easement is for a single rural distribution line including poles, wires and appurtenances across the above desc. property, and shall be limited to such single rural distribution line when constructed thereon.

cont'd.

Reference - Recital Only

54 of Misc., page 1

HENRY SIMON AND EMMA SIMON his wife	) DEED OF EASEMENT, dated Aug. 24, 1936
	) Filed for rec. Nov. 24, 1936 3PM
TO	) Rec. Vol 54 of Misc., page 1
INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation	) Con. $1. Two Wit. Ack. Aug. 24, 1936
	) bef. N. P. seal Berrien Co., Mich.

Grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out abutting the following described lands situated in Chikaming Twp., and part of Sec. 12, Twp. 7 S., R. 20 W., and bounded and desc. as follows:

The N. 35 acres of the N. E. 1/4 of the S. E. 1/4 of Sec. 12.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above desc. prem., to cut and, at its option, remove from said prem. or the prem. of the parties of the 1st part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said prem., and the right of ingress and egress to and over said above desc. prem., and any of the adjoining lands of the parties of the 1st part, at any and all times, for the purpose of patroling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said prem. or pay Grantor all damages done to the fences, drains, ditches, crops, and stock on the prem. herein desc., caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 220 W. Colfax Ave., South Bend, Ind. within 30 days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated and this indenture contains all agreements, expressed or implied, between the parties hereto.

Wang, Caroline M. 333 E. Ontario St. Chicago, IL 60611 EH-19
C/O Myers

RIGHT OF WAY

Received of the Michigan Bell Telephone Company, a Michigan Corporation, whose principal offices are 444 Michigan Ave., Detroit, Michigan, the sum of one dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, in consideration of which I, ~~XXX~~ Caroline M. Wang, 333 E. Ontario St. Chicago, Illinois 60611,

a single woman

hereby grant and convey to the said Company, its successors, assigns, Lessees, licensees and agents an easement right of way to construct, reconstruct, maintain, operate and/or remove lines of communications facilities consisting of conduits, cables, and other fixtures and appurtenances as they from time to time may require, with the right of ingress and egress upon the herein described lands for the purpose of the right of way granted, under, across, upon and/or over the lands I, ~~XXX~~ own, or in which I, ~~XXX~~ have an interest, in Section 13, Township of Watervliet, T 3S, R 17W, County of Berrien, State of Michigan, and more fully described as follows:

0013-00-4

COM AT N ¼ POST SEC 13 T3S R17W TH N89DEG08'30"W 2563.2 FT TO ELY LN HWY M-140 TH 1000' ON A 2939.93' RAD CUR RT A CH DIST OF S2DEG9"W 995.19 FT TH S 0 DEG1'23"W 179.67' TH S29DEG41'01"E 168.97' TH S89DEG10'50"E 2508.2' TH N 0 DEG23'30"E 1318.4' TO POB PER SURVEY 994/616.

Said system to be located within the easement described as follows:
A right of way easement One (1) Rod in width parallel to, adjoining, and north of the north right of way line of the highway known as Dwight Boyer Road.
The Michigan Bell Telephone Company hereby agrees to restore all property disturbed by its construction or maintenance activities in a good and workmanlike manner.

THIS GRANT is hereby declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of January, 19 82.

WITNESS:

Harold Van Dyken

Duncan K. Baker

GRANTOR:

Caroline M. Wang

Caroline M. Wang

FEE $ 10.00 MI 1982

REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

STATE OF MICHIGAN)
ss
COUNTY OF Berrien)

On this 12th day of January, 19 82, before me, the subscriber, a Notary Public in and for said County, personally appeared Caroline M Wang to me known to be the person named in and who executed the within instrument as vendor and acknowledged that she executed the same as her free act and deed for the intents and purposes therein mentioned.

HAROLD VAN DYKEN
Notary Public, Kalamazoo County, Mich.
My Commission Expires [illegible]
Acting in Berrien County

Harold Van Dyken
Notary Public

My Commission expires:

LIBER 1159 PAGE 671

This document prepared by Harold Van Dyken, 2919 Millcork St. - Kalamazoo, Michigan

RECORDED

MAY 15 3 07 PM '97

111H9469 A99
MISCELLANEOUS $33.00

111H9469 A99
STATE REMON FEE $2.00

This instrument was prepared by:
Durward J. Gehring, Esq.
Bell, Boyd & Lloyd
70 West Madison St., Suite 3300
Chicago, IL 60602

RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS RECIPROCAL EASEMENT AND OPERATING AGREEMENT ("Agreement") made as of this 6th day of May, 1997 by and among ALMON L. HOFFMAN, of Shelter Cove, California ("Hoffman"); LUTRA ASSOCIATES L.P., an Illinois limited partnership ("Lutra"); CAMP RONORA L.L.C., a Delaware limited liability company which is a general partner of Lutra ("Camp Ronora"); CAROLINE M. WANG, a.k.a. LONNY MYERS, not individually but solely as trustee of the Caroline M. Wang Trust dated June 28, 1993 (the "Trust"), and The Redtail Center, a Michigan nonprofit corporation ("Redtail").

RECITALS:

WHEREAS, Hoffman is the owner of a parcel of a property in Berrien County, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Original Hoffman Property"); and

WHEREAS, Hoffman, the Trust and Lutra have entered into a Land Contract, dated May 6, 1997 (the "Hoffman Land Contract"), pursuant to which Hoffman has agreed to sell to Lutra, as assignee of the Trust, the portion of the Original Hoffman Property more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Lutra Property"); and

WHEREAS, the portion of the Original Hoffman Property that has not been sold to Lutra pursuant to the Hoffman Land Contract has been retained by Hoffman for his own use (the "Retained Hoffman Property"); and

WHEREAS, Camp Ronora is the owner, as purchaser from the Trust under a Land Contract originally dated March 14, 1988, between predecessors to Camp Ronora and the Trust (the "Camp Ronora Land Contract"), of a parcel of property adjacent to the Original Hoffman Property more particularly described on Exhibit "C" attached hereto and made a part hereof (the "Camp Ronora Property"); and

WHEREAS, as part of the consideration for the Lutra Property under the Land Contract, Camp Ronora, as general partner of Lutra, has caused the Trust to release a portion of the Camp Ronora Property from the Camp Ronora Land Contract and convey it to Hoffman, which portion is more particularly described on Exhibit "D" attached hereto and made a part hereof (the "New Hoffman Property"); and

WHEREAS, the Trust is the owner of a parcel of property located between the Camp Ronora Property and the Lutra Property, which is more particularly described on Exhibit "E" attached hereto and made a part hereof (the "Trust Property") and, pursuant to a Second Amendment to Land Contract dated November 18, 1996, the Trust has agreed to sell a portion of the Trust Property to Lutra, and has granted Lutra certain rights of first refusal with respect to sales of the remainder of the Trust Property; and

WHEREAS, the Lutra Property, the Retained Hoffman Property, the New Hoffman Property, the Camp Ronora Property, and the Trust Property constitute all of the properties that border on and contain a body of water commonly known as Lake Sherwood (the "Lake"); and

WHEREAS, Redtail is a qualified conservation organization as defined in §170(h) of the Internal Revenue Code, which has as one of its purposes the preservation of the natural habitat of the ecosystem consisting of the Lake and the surrounding wetlands and fields; and

WHEREAS, Lutra wishes to grant to Redtail an easement which will restrict in perpetuity the uses that may be made of the Lutra Property; and

WHEREAS, the parties also wish to set forth their mutual agreements with respect to the usage of the Lake and land;

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated into and made a part of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. *Conservation Easement Grant.* Hoffman hereby grants, bargains, sells and conveys to Redtail its successors, assigns, mortgagees, lessees, sub-lessees, employees, agents, customers, licensees and invitees, an irrevocable easement in perpetuity (the "Conservation Easement"), for conservation purposes, over the Lutra Property (the "Conservation Easement Area"), to have and to hold the Conservation Easement unto Redtail against every person lawfully claiming or to claim the same or any part thereof by, through or under Hoffman or Lutra, free of charge. The Conservation Easement is granted by Hoffman solely pursuant to the terms of the Lutra Land Contract and shall be treated as having been granted by Lutra. In no event shall the Conservation Easement have any effect upon the Retained Hoffman Property or New Hoffman Property. The purpose of the Conservation Easement is to protect the natural habitat of the fish, wildlife and plant life of the natural ecosystem consisting of the Lake and its surrounding wetlands and fields. In accordance with such purpose, no portion of the Conservation Easement Area may be used for any form of commercial, industrial, or residential development, including without limitation the construction of single or multi-family housing or residential condominiums, or the subdivision of the Conservation Easement Area into residential or commercial lots. The following shall be the only permitted uses of the Conservation Easement Area: camping, nature studies, and similar activities, which may be carried out in conjunction with the activities of Camp Ronora. Permitted uses for the Conservation Easement Area may include the construction of a limited number of structures that are consistent with such usage.

2 *Easement on Hoffman Property.* Hoffman hereby grants, bargains, sells and conveys to Lutra, its successors, assigns, mortgagees, lessees, sub-lessees, employees, agents, customers, licensees and invitees, (a) an irrevocable easement over and across the New Hoffman Property and Retained Hoffman Property, at a location to be specified by Hoffman in his sole discretion, for the purpose establishing a nature trail to connect the Lutra Property with the Camp Ronora Property; and (b) an irrevocable easement restricting the development of the New Hoffman Property and Retained Hoffman Property. Pursuant thereto, neither the New Hoffman

Property nor the Retained Hoffman Property may be used for any form of commercial, industrial, or residential development, including without limitation the construction of single or multi-family housing or residential condominiums, or the subdivision of the Conservation Easement Area into residential or commercial lots. The following shall be the only permitted uses of the New Hoffman Property or the Retained Hoffman Property: the construction of not more than three family owned dwellings and outbuildings.

3. *Reciprocal Easements with Respect to Use of the Lake.* Each of the parties hereto that owns an interest in property that borders on, or includes a portion of the Lake, hereby agrees to provide the following reciprocal easements with respect to each of the other parties, and their respective successors, assigns, mortgagees, lessees, sub-lessees, employees, agents, customers, licensees and invitees:

A. Each party agrees that it will not fence in any portion of the Lake that is located on its property.

B. Each party agrees that it will limit its portion of the Lake to the personal recreational use of itself and its personal invitees (including, in the case of Camp Ronora, groups that are using its camp). For this purpose, recreational use shall include only fishing, swimming, and the use of canoes, rowboats, and small sailboats.

C. In no event shall any party permit the use of any motor boat (inboard or outboard), jetski or similar device on its portion of the lake, without the prior consent of each other party. This restriction shall not apply to electric trolling motors, or to limited usage of powered boats for weed removal or other maintenance.

D. Nothing contained herein shall in any way be construed to limit the right of each party to limit or prohibit hunting on its portion of the Lake or adjoining property.

E. Each party hereto shall indemnify and hold harmless any other party against any liability or claim of liability to which such other party may be subject by reason of any injury suffered by any person using any portion of the Lake as the invitee or guest of the first party.

4. *Right of First Refusal.* Hoffman hereby agrees that Lutra (including for all purposes of this Section 4 any successor to Lutra as either a permitted assignee under the Hoffman Land Contract or as owner of the Lutra Property) shall have a right of first refusal on the sale, conveyance, lease or other transfer of the Retained Hoffman Property and/or the New Hoffman Property or any portion thereof, or any beneficial interest therein (hereinafter collectively referred to as a "Sale"). If Hoffman proposes a Sale, Hoffman shall notify Lutra of such proposed Sale in writing, which notice shall include a true and complete copy of all agreements governing the terms of such proposed Sale, not less than thirty (30) days prior to the proposed closing date. Upon receipt of such notice, Lutra (provided that it is not then in default under the Hoffman Land Contract) may, by written notice to Hoffman within thirty (30) days after receipt of such notice, elect to acquire the Retained Hoffman Property and/or the New Hoffman Property, or the portion thereof or interest therein covered by the proposed Sale, at the same price and on the same terms and conditions set forth in the proposed Sale. If the proposed purchaser has deposited earnest money or made a similar good faith deposit or prepayment, Lutra's notice shall be accompanied by a deposit in the same form and amount. The acquisition by Lutra shall be closed within ninety (90) days after Lutra notifies Hoffman that it elects to exercise its right of first refusal hereunder (or such later date as the parties may agree to), and, if Lutra fails to close the acquisition by such date (or sooner notifies Hoffman in writing that it is rescinding its election), Hoffman may consummate the Sale with the party identified in the notice and at the same price and on the same terms as set forth therein within sixty (60) days after either the expiration of such ninety (90) day period or the date on which Lutra so notifies Hoffman).

Any Sale after the expiration of such sixty (60) day period, or with a different party, at a different price, or on materially different terms or conditions, shall require that a new notice be given as provided above. Nothing in the preceding sentence shall be construed to mean that Lutra shall not be liable for any damages provided in the contract of Sale if it fails to consummate the Sale after electing to do so, including forfeiture of any earnest money deposit. The terms of this Section 4 shall not apply to any transfer of the Retained Hoffman Property, the New Hoffman Property, or any portion thereof or beneficial interest therein to any descendant of Hoffman, the spouse of any such descendant, or any trust for the benefit of any such descendant or spouse, provided that the interest so transferred shall remain subject to Lutra's rights as set forth herein.

5. *Private Easements Appurtenant.* Except for the Conservation Easement, the easements created hereby are for the sole benefit of the Lutra Property, the Retained Hoffman Property, the New Hoffman Property, the Camp Ronora Property, and the Trust Property, as applicable, the owners of such properties, and their respective successors, heirs, assigns, tenants, agents, employees, contractors, suppliers, invitees and guests. Nothing contained herein shall be construed to grant any rights to the general public or to any private or public utility company or governmental authority or agency to use or enter upon any of such properties (other than to supply utility service to such properties with the consent of the owner thereof).

6. *Covenants Running with the Land.* The Easements, covenants and restrictions set forth in this Agreement shall run with the properties benefit thereby and shall be binding upon the grantors thereof and their respective tenants, successors and assigns and shall remain in full force and effect and shall be unaffected by any change in ownership of any of such properties or by any change in use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

7. *Severability.* If any provision of this Agreement, or portion hereof, or the application hereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion hereof to any other person or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. *Amendment.* This Agreement may only be amended, modified, or terminated by an agreement in writing, executed and acknowledged by Redtail (or its assignee or successor) and the then current owners of the Lutra Property, the Retained Hoffman Property, the New Hoffman Property, the Camp Ronora Property and the Trust Property.

9. *Applicable Law.* This Agreement shall be construed in accordance with the laws of the State of Michigan.

10. *Enforceability.* Upon default by any party in the performance of its obligations under the terms of this Agreement, and failure of such party to cure such default within ten (10) days after the delivery of written notice from any non-defaulting party (or, in the case of a default which cannot be cured within a ten-day period, to commence actions to cure such default within said ten-day period and work diligently thereafter to cure such default), then for as long as the default continues any other party shall have the right at its sole election to obtain specific performance by injunction or to pursue any other remedy available at law or in equity. Notwithstanding anything in the foregoing to the contrary, if any party fails to perform its obligations after the aforesaid notice and opportunity to cure, any other party may perform such obligations and shall be entitled to reimbursement of actual costs from the non-performing party.

11. *Notices.* All notices required or permitted to be given by the terms of this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally, by

reputable overnight delivery company, by facsimile transmission or by registered or certified mail. All notices and demands hereunder shall be in writing by registered or certified mail. The mailing of a notice or demand by registered or certified mail to the following addresses, or to such other address as a party may specify by notice given in accordance herewith shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

If to Hoffman:

173 Seaview Rd.
Shelter Cove CA 95589

If to the Trust:

4423 Valli Vista Blvd.
Colorado Springs, CO 80915

If to Lutra, Camp Ronora, or Redtail:

826 West Armitage Avenue
Chicago, IL 60614

12. *Counterparts.* This Agreement may be executed in any number of identical counterparts, all of which together shall be construed as a single agreement. Counterparts may be executed and acknowledged on different dates, and the Agreement shall take effect when all counterparts have been executed.

IN WITNESS WHEREOF, the parties hereto have caused counterpart signature pages of this Agreement to be executed as of the date first written above.

COUNTERPART SIGNATURE PAGE TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MAY 6, 1997 AMONG ALMON L. HOFFMAN, LUTRA ASSOCIATES L.P., CAMP RONORA L.L.C., CAROLINE M. WANG, AKA LONNY MYERS, NOT INDIVIDUALLY BUT AS TRUSTEE OF THE CAROLINE M. WANG TRUST DATED JUNE 28, 1993, AND THE REDTAIL CENTER

Caroline M. Wang (LS)
CAROLINE M. WANG, a.k.a. Lonny Myers, as trustee of the Caroline M. Wang Trust dated June 28, 1993

SIGNATURE WITNESSED BY:

Roberta A. Gorter
Roberta A. Gorter

Donelle D. Valdez
Donelle D. Valdez

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

I, DEBORAH S. CATTRELL, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that Caroline M. Wang, also known as Lonny Myers, as trustee of the Caroline M. Wang Trust dated June 28, 1993, being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the act of said trust, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of May, 1997.

Deborah S. Cattrell
Notary Public commission expires 8-4-99

COUNTERPART SIGNATURE PAGE TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MAY 6, 1997 AMONG ALMON L. HOFFMAN, LUTRA ASSOCIATES L.P., CAMP RONORA L.L.C., CAROLINE M. WANG, AKA LONNY MYERS, NOT INDIVIDUALLY BUT AS TRUSTEE OF THE CAROLINE M. WANG TRUST DATED JUNE 28, 1993, AND THE REDTAIL CENTER

LUTRA ASSOCIATES L.P., an Illinois limited partnership

By: CAMP RONORA L.L.C., a Delaware limited liability company, a General Partner

By: _____
Durward J. Gehring, Manager

By: LUTRA FINANCIAL CORPORATION, an Illinois corporation, a General Partner

By: _____
Durward J. Gehring, President

SIGNATURES WITNESSED BY:

_____
Nancy R. Hayes

_____
Trespertean Webster

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Shirley Fisch, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that and Durward J. Gehring, as Manager of Camp Ronora L.L.C., a Delaware limited liability company, and as President of Lutra Financial Corporation, an Illinois corporation, which limited liability company and corporation are the sole general partners of Lutra Associates L.P., an Illinois limited partnership, being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the act of said limited liability company, corporation and limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 1997.

_____
Notary Public

"OFFICIAL SEAL"
SHIRLEY FISCH
Notary Public, State of Illinois
My Commission Expires 1/19/00

COUNTERPART SIGNATURE PAGE TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MAY 6, 1997 AMONG ALMON L. HOFFMAN, LUTRA ASSOCIATES L.P., CAMP RONORA L.L.C., CAROLINE M. WANG, AKA LONNY MYERS, NOT INDIVIDUALLY BUT AS TRUSTEE OF THE CAROLINE M. WANG TRUST DATED JUNE 28, 1993, AND THE REDTAIL CENTER

CAMP RONORA L.L.C., a Delaware limited liability company

By: _____
Durward J. Gehring, Manager

THE REDTAIL CENTER, a Michigan nonprofit corporation

By: _____
Durward J. Gehring, President

SIGNATURES WITNESSED BY:

_____
Nancy R. Hayes

_____
Trespertean Webster

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Shirley Fisch, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that and Durward J. Gehring, as Manager of Camp Ronora L.L.C., a Delaware limited liability company, and as President of The Redtail Center, a Michigan nonprofit corporation, being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the act of said limited liability company and corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 1997.

_____
Notary Public

"OFFICIAL SEAL"
SHIRLEY FISCH
Notary Public, State of Illinois
My Commission Expires 1/19/00

COUNTERPART SIGNATURE PAGE TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MAY 6, 1997 AMONG ALMON L. HOFFMAN, LUTRA ASSOCIATES L.P., CAMP RONORA L.L.C., CAROLINE M. WANG, AKA LONNY MYERS, NOT INDIVIDUALLY BUT AS TRUSTEE OF THE CAROLINE M. WANG TRUST DATED JUNE 28, 1993, AND THE REDTAIL CENTER

Almon L. Hoffman (LS)
ALMON L. HOFFMAN

SIGNATURE WITNESSED BY:

Eileen Jones
Eileen Jones

Emma Jones
Emma Jones

STATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

I, Tom Walker, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that Almon L. Hoffman, being personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, after being duly sworn, on oath acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 1997.

Tom Walker
Notary Public Tom Walker

TOM WALKER
Commission # 1092664
Notary Public — California
Los Angeles County
My Comm. Expires Mar 28, 2000

EXHIBIT "A" - ORIGINAL HOFFMAN PROPERTY

TOWNSHIP OF WATERVLIET, BERRIEN COUNTY, MICHIGAN.

THAT PART OF THE SOUTH HALF OF SECTIONS 11 AND 12, TOWNSHIP 3 SOUTH, RANGE 17 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12, WHICH IS SOUTH 89° 37' 00" EAST 25.41 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 12, SAID BEGINNING POINT BEING IN THE EXISTING CENTERLINE OF M-140 HIGHWAY, THENCE NORTHWESTERLY, ALONG A 2° CURVE TO THE LEFT, BEING ALONG SAID CENTERLINE 680.28 FEET, SAID CURVE HAVING A LONG CHORD BEARING AND DISTANCE OF NORTH 15° 17' 00" WEST 678.65 FEET, THENCE NORTH 72° 09' 30" EAST 473.57 FEET, THENCE NORTH 65° 01' 00" EAST 276.00 FEET, THENCE NORTH 88° 07' 00" EAST 410.30 FEET, THENCE SOUTH 09° 53' 00" EAST 951.80 FEET, THENCE NORTH 89° 37' 00" WEST 1097.29 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" - LUTRA PROPERTY

SITUATED IN WATERVLIET TOWNSHIP, BERRIEN COUNTY, MICHIGAN.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 17 WEST DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER POST OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 17 WEST; THENCE NORTH 89° 08' 30" WEST ON THE SOUTH SECTION LINE, 1541.70 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 09° 24' 30" WEST, 450.00 FEET; THENCE NORTH 63° 40' 11" WEST, 509.02 FEET; THENCE SOUTH 77° 08' 53" WEST, 700.00 FEET TO THE CENTER OF M-140 HIGHWAY; THENCE ALONG SAID CENTER 511.30 FEET AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 2872.00 FEET AND A CHORD THAT BEARS SOUTH 12° 58' 50" EAST, 510.62 FEET TO THE SOUTH LINE OF SAID SECTION 12; THENCE SOUTH 89° 08' 30" EAST ON THE SECTION LINE, 1123.21 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "C" - CAMP RONORA PROPERTY

SITUATED IN WATERVLIET TOWNSHIP, BERRIEN COUNTY, MICHIGAN.

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 17 WEST AND OF THE EAST HALF OF THE SOUTHEAST QUARTER OF Section 11 DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER POST OF SAID SECTION 12 THENCE NORTH 89° 8' 30" WEST 1541.70 FEET; THENCE NORTH 9° 24' 30" WEST 951.80 FEET; THENCE SOUTH 88° 35' 30" WEST 410.30 FEET; THENCE SOUTH 65° 29' 30" WEST 276.00 FEET; THENCE SOUTH 73° 22' 25" WEST 632.02 FEET TO THE CENTERLINE OF WATERVLIET ROAD; THENCE NORTH 4° 22' 2" EAST, ON SAID CENTERLINE, 377.00 FEET; THENCE SOUTH 84° 44' 58" EAST 185.00 FEET; THENCE SOUTH 0° 01' 14" WEST 260.98 FEET; THENCE NORTH 73° 22' 25" EAST 92.58 FEET TO A POINT 741.3 FEET NORTH 0° 01' 14" EAST OF THE SOUTHWEST CORNER OF SECTION 12; THENCE NORTH 73° 22' 25" EAST 320.40 FEET; THENCE NORTH 65° 29' 30" EAST 276.00 FEET; THENCE NORTH 88° 35' 30" EAST 410.30 FEET; THENCE NORTH 1° 50' 52" EAST 233.06 FEET; THENCE NORTH 89° 58' 46" WEST 234.00 FEET TO MEANDER POINT; THENCE NORTH 54° 53' 39" EAST ON MEANDER LINE, 310.46 FEET TO MEANDER POST, INCLUDING ALL LANDS BETWEEN SAID MEANDER LINE AND SHERWOOD DRAIN; THENCE NORTH 0° 7' 29" WEST 323.80 FEET; THENCE NORTH 89° 3' 12" WEST 1004.39 FEET; THENCE NORTH 0° 1' 14" EAST 99.87 FEET; THENCE NORTH 89° 3' 12" WEST 200.00 FEET TO CENTERLINE OF ROAD; THENCE NORTH 3° 55' 35" EAST, ON SAID CENTERLINE, 100.32 FEET; THENCE SOUTH 89° 3' 12" EAST 2861.45 FEET; THENCE SOUTH 0° 7' 29" EAST 562.94 FEET; THENCE SOUTH 88° 15' 06" EAST 155.07 FEET; THENCE SOUTH 0° 07' 29" EAST 1339.67 FEET; THENCE NORTH 89° 14' 02" WEST 155 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "D" - NEW HOFFMAN PROPERTY

SITUATED IN WATERVLIET TOWNSHIP, BERRIEN COUNTY, MICHIGAN.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 17 WEST DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER POST OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 17 WEST; THENCE NORTH 89° 08' 30" WEST ON THE SOUTH SECTION LINE, 1541.70 FEET; THENCE NORTH 09° 24' 30" WEST, 241.92 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 09° 24' 30" WEST, 709.88 FEET; THENCE SOUTH 88° 35' 30" WEST, 410.30 FEET; THENCE SOUTH 65° 29' 30" WEST, 276.00 FEET; THENCE SOUTH 73° 22' 25" WEST, 399.25 FEET TO THE EASTERLY LINE OF M-140 HIGHWAY; THENCE ALONG SAID EASTERLY LINE 33.13 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 2947.00 FEET AND A CHORD THAT BEARS NORTH 21° 46' 06" WEST, 33.13 FEET; THENCE NORTH 73° 22' 25" EAST, 415.16 FEET; THENCE NORTH 65° 29' 30" EAST, 276.00 FEET; THENCE NORTH 88° 35' 30" EAST, 679.23 FEET; THENCE SOUTH 09° 24' 30" EAST, 510.00 FEET; THENCE SOUTH 45° 00' 00" WEST, 338.18 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "E" - TRUST PROPERTY

SITUATED IN WATERVLIET TOWNSHIP, BERRIEN COUNTY, MICHIGAN.

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 17 WEST DESCRIBED AS: COMMENCING AT THE NORTH QUARTER POST OF SAID SECTION 13; THENCE NORTH 89° 8' 30" WEST 2563.20 FEET TO EASTERLY LINE OF HIGHWAY M-140; THENCE 1000.00 FEET ON A 2939.93 FOOT RADIAL CURVE RIGHT A CHORD DISTANCE OF SOUTH 2 ° 9' WEST 995.19 FEET; THENCE SOUTH 0° 7' 23" WEST 179.67 FEET; THENCE SOUTH 29° 41' 01" EAST 168.97 FEET; THENCE SOUTH 89° 10' 50" EAST 2508.20 FEET; THENCE NORTH 0° 23' 30" EAST 1318.40 FEET TO THE PLACE OF BEGINNING, BUT EXCLUDING THE 657.5 FEET THEREOF SOLD TO HALSTED PROPERTY EXCHANGE LIMITED PARTNERSHIP PURSUANT TO A LAND CONTRACT DATED MARCH 4, 1988, A MEMORANDUM OF WHICH WAS RECORDED ON MARCH 21, 1988, AT LIBER 1336, PAGE 221, AND AMENDED BY AN AMENDMENT TO MEMORANDUM RECORDED ON APRIL 15, 1988, AT LIBER 1338, PAGE 592, AND FURTHER AMENDED BY A SECOND AMENDMENT TO MEMORANDUM RECORDED ON AUGUST 26, 1988, AT LIBER 1354, PAGE 163, AND WHICH WAS ASSIGNED TO K.O.O. PROPERTIES LIMITED PARTNERSHIP ON OCTOBER 7, 1988, A MEMORANDUM OF WHICH ASSIGNMENT WAS RECORDED ON OCTOBER 7, 1988, at LIBER 1359 PAGE 11

f. leah
9 pages

Lori D. Jarvis Register Of Deeds
Berrien County, Michigan
Rec $34.00
Remon $4.00
Tax Crf $0.00
Recorded
August 09, 2010 04:17:07 PM
Liber 2928 Page 1739-1747
Receipt # 62142 DECLAR#2010019969
Liber 2928 Page 1739

Certificate of Trust Existence and Authority

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

Caroline M. Wang, aka Lonny Myers, being first duly sworn, deposes and says that she is the Trustee of the Caroline M. Wang Trust, and executes this Certificate pursuant to MCL 565.431, MSA 26.745(1):

1. ***Trust Title***. The Caroline M. Wang Trust

2. ***Trust Date***. June 28, 1993.

3. ***Settlor***. Caroline M. Wang, aka Lonny Myers
2525 Taft Drive, Apt. 701
Boulder, CO 80302

4. ***Trustee***. Caroline M. Wang, aka Lonny Myers
2525 Taft Drive, Apt. 701
Boulder, CO 80302.

5. ***Successor Trustees***. In the following order:

(1) Sharon Wang
4110 Dunbarton Lane
Colorado Springs, CO 80915

(2) Sandra Wang
3003 Adams Circle
Colorado Springs, CO 80904

6. ***Real Estate Affected***. Property situated in the Township of Watervliet, County of Berrien, State of Michigan and more particularly described as follows:

See legal description attached as Exhibit A.

Berrien County Register of Deeds
Received 8/9/10 Time 10:24 AM

Berrien County Register of Deeds
Received 7/28/10 Time 9:46 AM

11-21

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7. ***Trust Provisions***

a. **Trustee's Powers and Restrictions**. The Trustee shall have the powers and restrictions as enumerated in pages 7, 8, 9, 10, and 11 of the Trust Agreement as attached hereto.

b. **Governing Law**. The governing law is as specified on page 11 of the Trust Agreement as attached hereto.

c. **Trust Amendments**. There has been one trust amendment under date of December 16, 1999. In regard to authority therefore, see page 2 of said trust agreement attached hereto.

8. The undersigned further certifies that the Caroline M. Wang Trust, as amended, remains in full force and effect as of the date.

9. **Current Trustee**. Caroline M. Wang, aka Lonny Myers
2525 Taft Drive, Apt. 701
Boulder, CO 80302.

Caroline M Wang
Caroline M. Wang, aka Lonny Myers.

On this 9th day of May, 2009, before me, the subscriber, in and for said County personally appeared Caroline M. Wang, aka Lonny Myers, to me known to be the same person(s) described in, and who executed the within instrument, who acknowledge the same to be his/her free act and deed.

F. Ronald Postelli, Notary Public
Berrien County, acting in the County
of Berrien, Michigan
My commission expires: July 28, 2012

Prepared By: F. Ronald Postelli
170 North Paw Paw Street, P.O. Box 295, Coloma, Michigan 49038
Telephone: (269) 468-3070 • Facsimile (269) 468-3072

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1

Property situated in the Township of Watervliet, County of Berrien and State of Michigan more particularly described as follows:

That part of the Southeast Quarter of Section 12, Town 3 South, Range 17 West, described as follows: Commencing at the East Quarter corner of said Section 12, thence South along the East line of said Section, 675.00 feet; thence North 89°01'34" West 306.59 feet; thence South 649.00 feet to the center of a row of Maple Trees; thence North 88°18'00" West along the center line of said Maple Trees 1425.70 feet; thence continuing along said center line of Maple Trees North 87°31'00" West 275.7 feet, thence North 88°15'06" West 633.85 feet to a point on the North and South Quarter line of said Section, 25.20 feet North 00°07'29" West of the Southwest corner of the North Half of the Southeast Quarter of said Section; thence North 00°07'29" West along said North and South Quarter line 1288.94 feet to the center of said Section; thence South 89°03'12" East along the East and West Quarter line of said Section, 2643.78 feet to the place of beginning.

Parcel 2

Property situated in the Township of Watervliet, County of Berrien and State of Michigan more particularly described as follows:

The Easterly 657.5 feet of that part of the North Half of the Northwest Quarter of Section 13, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan, described as follows, to-wit: Commencing at the North Quarter Post of said Section 13; thence North 89°8'30" West along the North line of said Section 2563.2 feet to Easterly line of Highway M-140; thence 1000 feet on a 2939.93 foot radial curve right a chord distance of South 2°9' West 995.19 feet to a point that is parallel to and 66.00 feet East of the West line of said Section; thence South 00°7'23" West parallel with the West line of said Section 179.67 feet to a Clear Vision Area; thence South 29°41'01" East along said Clear Vision Area Line 168.97 feet to a point on the South line of the North Half of the Northwest Quarter of said Section 150.00 feet South 89°10'50" East of the Southwest Corner of the North Half of the Northwest Quarter of said Section; thence South 89°10'50" East along said South line 2508.2 feet to the Southeast Corner of the North Half of the Northwest Quarter of said Section; thence North 00°23'30 East 1318.4 feet along the North and South Quarter line of said Section to the place of beginning.

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ARTICLE II

Rights Reserved

I may at any time and from time to time during my lifetime by an instrument signed by me and delivered to the Trustees:

1. Amend or revoke this instrument in whole at any time or in part from time to time in any respect;

2. Remove any Trustee and appoint a successor or successors;

3. Add to the trust estate by delivering any property thereto;

4. Cause the proceeds of any policies of insurance on my life or any other death benefits to be made payable to the trust estate; and/or

5. Withdraw all or any part of any property from time to time comprising the trust estate, in which case no Trustee shall have any further duties or responsibilities with respect to any property so withdrawn.

ARTICLE III

Payments During My Lifetime

1. During my lifetime, the net income and principal of the trust estate shall be paid to or applied for my benefit at such time and in such manner as I may from time to time direct in writing, but in the absence of such written directions, or in the event of my illness or disability, the Trustees may pay to or

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beneficiary or beneficiaries (including claims for alimony, separate maintenance, maintenance and child support).

3. Except as otherwise herein expressly provided, upon the death of any beneficiary hereunder, any accrued or undistributed income which would have been payable to such beneficiary had such beneficiary continued to live shall be paid as income to the next beneficiary succeeding in interest.

ARTICLE VII

Powers

1. In the administration of the trust estate, the Trustees shall have all of the following powers and rights:

(a) To manage, operate and control the trust estate and to collect the income therefrom;

(b) To retain, without liability for loss or depreciation resulting from such retention, property, real or personal, received by the Trustees at the inception hereof, or later received or acquired, for such time as they shall deem advisable, although such property may be unproductive or underproductive, or for other reasons may not be of the character considered proper or prescribed by law for the investment of trust funds, and although it represents a large percentage of the trust estate so that, as a result of such retention, the trust estate may lack diversification of investments;

(c) To sell, exchange, assign, transfer and convey any trust assets, and grant options to purchase or acquire any trust assets, at such price or prices, and upon such terms and conditions, either at a public or private sale or sales, and either for cash or on credit, or part cash and part credit, or on such other terms as the Trustees deem necessary or advisable;

(d) To invest and reinvest funds coming into their hands, whether as income or as the proceeds from the sale or conversion of property, in stocks (common or preferred), common trust funds, mutual funds, notes, debentures, bonds, and other securities, real estate mortgages, improved or

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unimproved real estate (either within or without the State of Michigan) or in any other income or non-income producing property, it being my intention that the Trustees, in making investments or reinvestments, shall not be restricted to investments for trustees as fixed by statute or any other law;

(e) To make any division or distribution in cash or in kind, or partly in cash and partly in kind or in undivided interests or in different assets or in disproportionate interests in assets and no adjustments shall be made to compensate for a disproportionate allocation of unrealized gain for Federal income tax purposes; and to determine the value of any property so divided or distributed, and for such purposes the judgment of the Trustees concerning the propriety thereof and the value of any property shall be final and conclusive upon all interested persons;

(f) To borrow money for any purpose the Trustees deem necessary or advisable in connection with the administration of the trust estate from any person or entity (including any corporate Trustees) and, for that purpose, to mortgage or pledge any property comprising the trust estate; to replace or renew any mortgage or mortgages or other encumbrances upon any part of the trust estate; and to make payments of principal on any such mortgage from either principal or income of the trust estate;

(g) To deposit all or any portion of the trust estate in a savings, checking, agency or brokerage account or safety deposit box; and, during such time as there shall be more than one Trustee acting hereunder, to authorize any one or more of their number to make deposits therein and withdrawals therefrom;

(h) Subject to the provisions of Article IV above, to use as much of the trust estate as may be necessary or advisable to pay taxes or other charges placed upon, levied against, or incurred with respect to the trust estate, including the reasonable compensation of the Trustees and such agents and attorneys as are necessary in the handling of the trust estate;

(i) To employ attorneys, accountant, investment advisors and other agents and to pay them reasonable compensation, including the right to employ a Trustee hereof personally as attorney, accountant, investment advisor or other agent for the trust estate and to pay reasonable compensation to such Trustee for such services;

(j) To delegate to a Co-Trustee for any period of time any and all of the Trustee's rights, powers and duties;

(k) To determine the manner of ascertainment of income and principal and the allocation or apportionment between income and principal of all receipts and disbursements; to establish out of income and credit to principal reasonable reserves for the depreciation of tangible property; and, except as to Fund A, to charge and apportion all or any portion of the regular annual compensation of any Trustee between income and principal, regardless of any rule or statute to the contrary;

(l) To purchase and maintain insurance (including public liability insurance) at the expense of the trust estate of such nature and in such form or amounts as the Trustees deem advisable;

(m) To vote personally or by general or limited proxy any stock or other securities included in the trust estate; to consent to the reorganization, recapitalization, consolidation, merger or liquidation of, or any other action proposed to be taken by, any corporation or other organization the securities of which constitute a part of the trust estate, and in connection therewith to enter into voting trusts or similar arrangements, participate in foreclosures, deposit and/or assign securities to or with any protective or other committee upon such terms as the Trustees shall deem appropriate, and to take such other steps as they deem necessary or advisable for the protection of such securities; to exercise any conversion privilege or subscription right given them as the owner of any security constituting a part of the trust estate; and to accept and hold as part of the trust estate the securities resulting from any such reorganization, action, conversion or subscription;

(n) To operate, maintain, repair, rehabilitate, alter, improve, lease (for any period of time even extending beyond the duration of the trust estate), protect, partition, subdivide and release, convey or assign any right, title or interest in or to any real estate which may at any time be part of the trust estate; to dedicate and vacate parks, streets, highways or alleys, and to vacate subdivisions, or any part thereof, and to grant easements or charges of any kind;

(o) To take any action with respect to conserving or realizing upon the value of any trust assets with respect to foreclosures, reorganizations, or other changes affecting the trust assets; to collect, pay, contest, compromise, or abandon demands of or against the trust estate, wherever situated; and to execute contracts, notes, conveyances, and other instruments, including instruments containing covenants and warranties binding upon and creating a charge

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against the trust estate, and containing provisions excluding personal liability;

(p) To accept property from any source, by deed, bequest, devise or any other form of assignment and to add the same to the trust estate;

(q) To enter into any transaction authorized by this Article with trustees, executors, or administrators of other trusts or estates in which any beneficiary is also a Trustee hereunder; and in any such transaction to purchase assets, or make loans on notes secured by trust assets, even though similar or identical property constitutes all or a large portion of the balance of the trust estate, and to retain any such property or note as though it had been an original part of the trust estate;

(r) To cause any property which may at any time constitute a part of the trust estate to be held or registered in its own name, or in the name of a nominee, or (if personal property) in such form that title will pass by delivery, with or without indicating that such property is held in trust;

(s) To give receipts and discharges, and no purchaser, mortgagee, or other person dealing with the Trustees shall be under any obligation to see to the application of any purchase, mortgage, or other money or property paid or delivered to the Trustees, or to inquire whether or not the Trustees have or are properly exercising any power or right sought to be exercised by them hereunder;

(t) To execute and deliver (and to bind the trust estate thereby without making themselves individually liable) any and all instruments or documents which the Trustees may consider necessary or advisable in the exercise of any of the powers hereinabove enumerated or otherwise in connection with the administration of the trust estate;

(u) To rely upon an affidavit, certificate, letter or other evidence reasonably believed to be genuine and on the basis of any such evidence to make any payment in distribution in good faith without liability;

(v) To appoint or remove from time to time by written instrument any person or qualified corporation, wherever located, as special Trustee as to part or all of the trust estate, including property as to which the Trustees do not act, and such special Trustee, except as specifically limited or provided by this or the appointing instrument, shall have all of the rights, titles, powers, duties, discretions and immunities of the Trustees; and

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(w) To perform other acts necessary or appropriate for the proper administration of the trust estate pursuant to the provisions of this Trust.

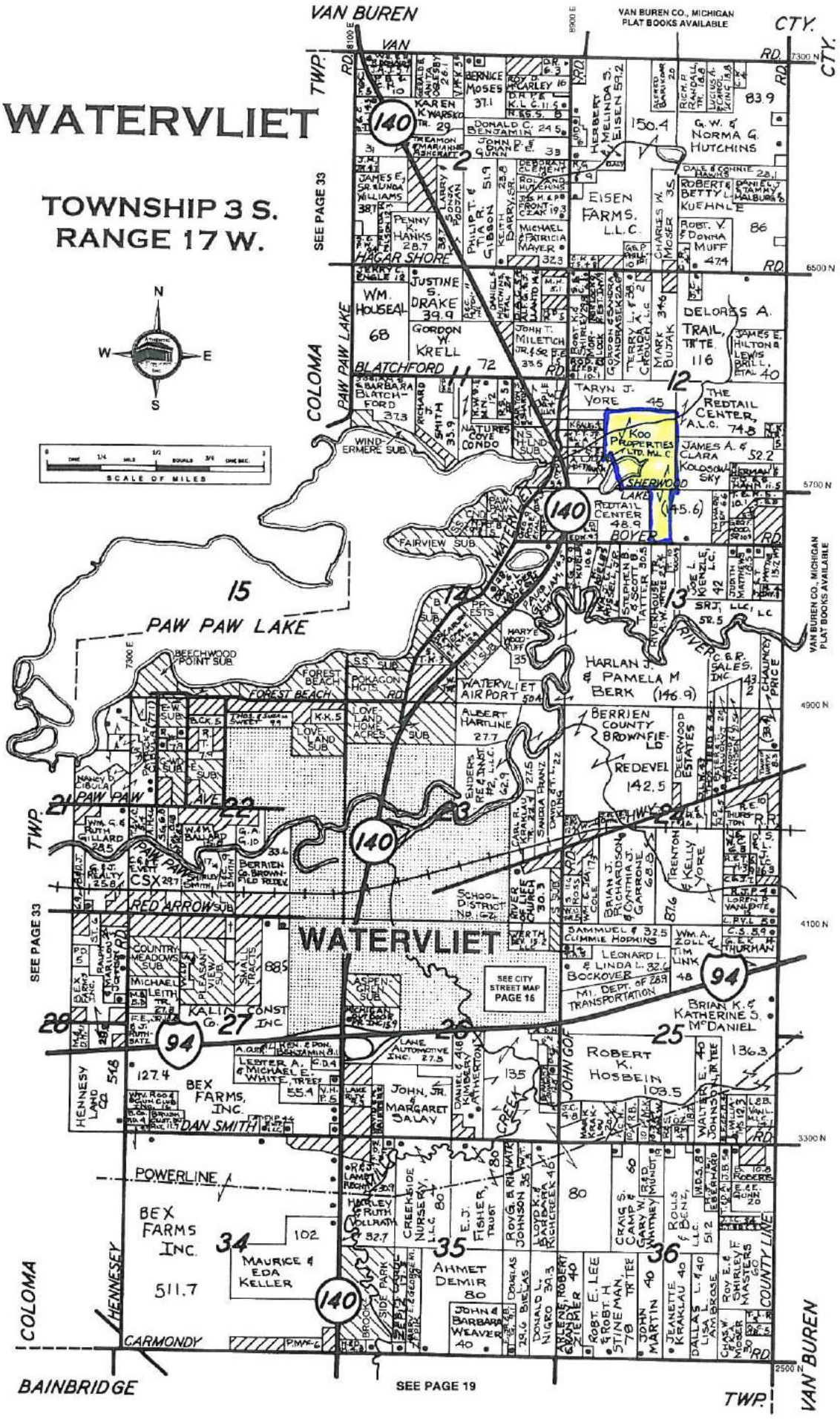
2. To the extent that any such requirement can legally be waived, no Trustees shall ever be required (a) to give any bond as Trustees; (b) to qualify before, be appointed by, or, in the absence of breach of trust, account to, any court; or (c) to obtain the order or approval of any court in the exercise of any power or discretion hereunder. In addition, I intend specifically that this Trust be exempt from registering before any court in Michigan under MCLA 700.801 or any subsequent statute.

3. I anticipate that the largest portion of the trust estate will consist of the real property which I own in Watervliet Township, Berrien County, Michigan, portions of which have been sold pursuant to various Land Contracts. Without limiting in any way the authority of my Trustee as set forth in this Article, my Trustee shall have full discretion to determine the most appropriate method of dividing the trust estate among my beneficiaries, which methods may include, without limitation, distributing portions of the property in kind to some children and cash to others, continuing to hold one or more Land Contracts on which the purchase price has not been paid in full and distributing payments as received or entering into agreements with the purchasers for the receipt of a cash payment in settlement of the remaining balance, or selling or assigning any portion of the property or the trust's rights under any Land

Appendix C.

MAPS

1. Plat Map
2. Topographic Base Map
3. Locator Map
4. Aerial Map
5. Soil Type Map
6. Ground Water Recharge Map
7. Vegetation Circa 1800 Map
8. Land Use Map
9. National Wetlands Inventory Map


WATERVLIET
TOWNSHIP 3 S.
RANGE 17 W.
VAN BUREN
VAN BUREN CO., MICHIGAN
PLAT BOOKS AVAILABLE
CTY. RD.
TWP.
COLOMA
PAW PAW LAKE
HAGAR SHORE
BLATCHFORD
WINDERMERE SUB.
NATURES COVE CONDO
FAIRVIEW SUB.
BEECHWOOD POINT SUB.
FOREST BEACH
POKAGON HGTS.
LOVELAND HOMES ACRES SUB.
PAW PAW
RED ARROW SUB.
COUNTRY MEADOWS SUB.
PLEASANT VIEW SUB.
SMALL TRACTS
ASPEN GLEN SUB.
WATERVLIET AIRPORT
BERRIEN COUNTY BROWNFIELD REDEVEL
DEERWOOD ESTATES
RIVER CHURCH
SCHOOL DISTRICT NO. 1
SEE CITY STREET MAP PAGE 16
SEE PAGE 33
SEE PAGE 19
SCALE OF MILES
N
S
E
W
140
94
EISEN FARMS, L.L.C.
REDTAIL CENTER
KOO PROPERTIES LTD.
SHERWOOD LAKE
HARLAN J. & PAMELA M BERK (146.9)
BEX FARMS, INC.
BEX FARMS INC.
ROBERT K. HOSBEIN
BRIAN K. & KATHERINE S. McDANIEL
MAURICE & EDA KELLER
AHMET DEMIR
POWERLINE
HENNESSEY
CARMONDY
BAINBRIDGE
SEE PAGE 19
TWP.
VAN BUREN
COUNTY LINE

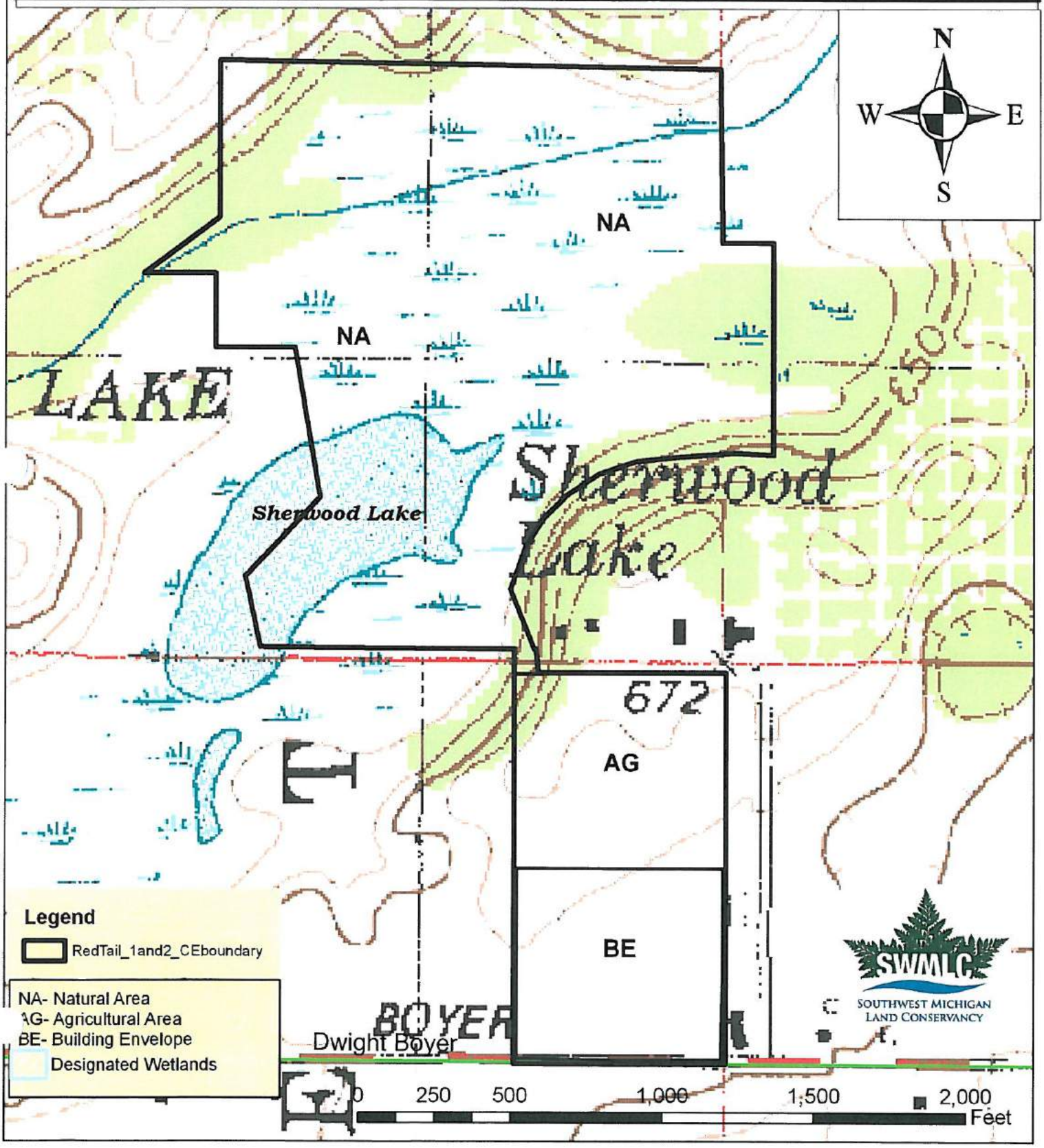


Red Tail Parcels 1 &2 Conservation Easement Topographic Base Map

RED TAIL PARCELS 1&2 CONSERVATION EASEMENT — WATERVLIET TWP., BERRIEN CO., MI

OWNER:
RONORA LODGE & RETREAT CENTER
9325 DWIGHT BOYER ROAD
WATERVLIET, MI 49098

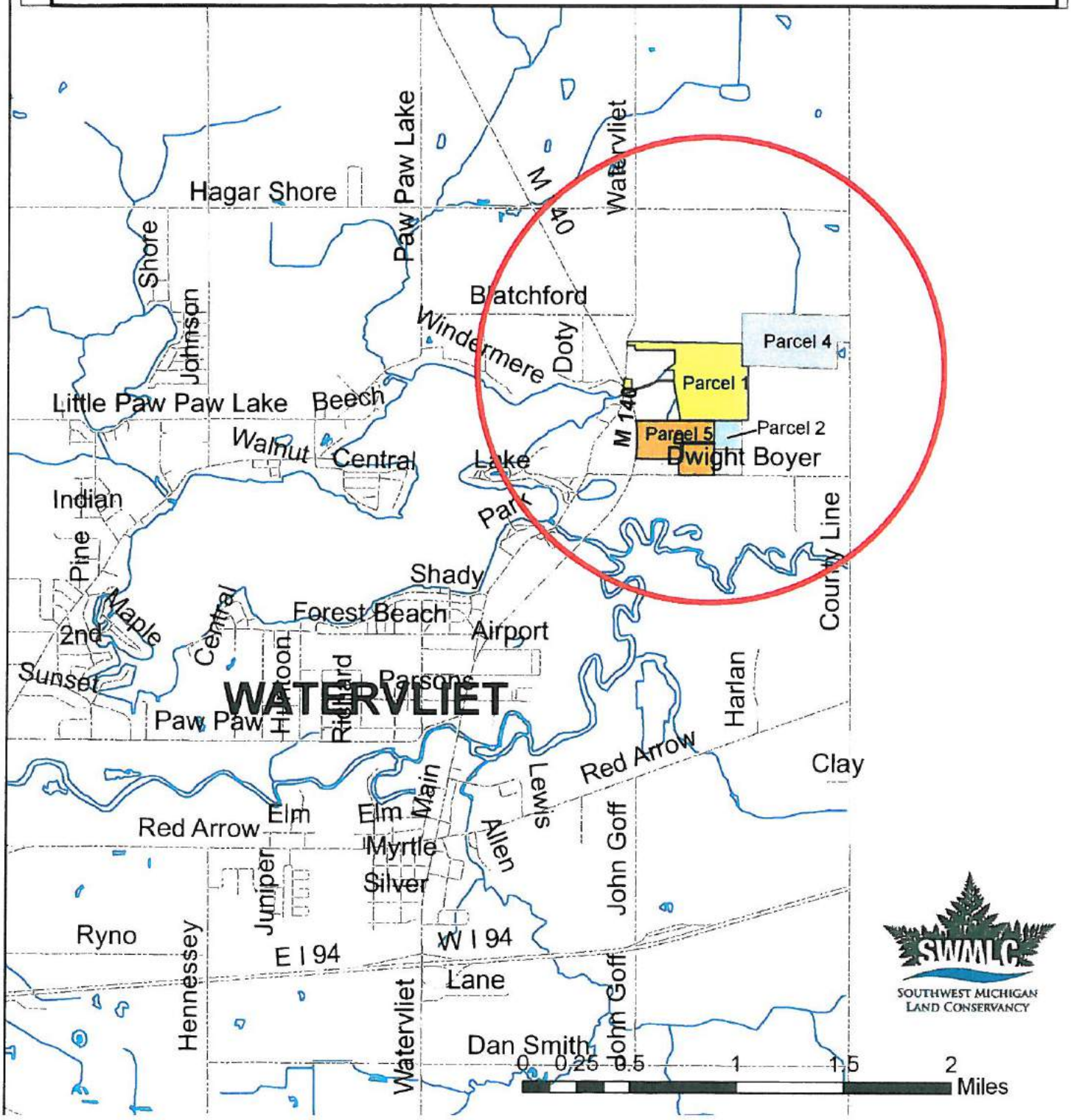
CONSERVANCY:
SOUTHWEST MICHIGAN LAND CONSERVANCY
6851 S. SPRINKLE ROAD
PORTAGE, MI 49002



Camp Ronora/Red Tail Conservation Easements
Property Locator Map

N
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S

RED TAIL CONSERVATION EASEMENTS	WATERVLIET TWP., BERRIEN CO., MI
OWNER: RONORA LODGE & RETREAT CENTER 9325 DWIGHT BOYER ROAD WATERVLIET, MI 49098	CONSERVANCY: SOUTHWEST MICHIGAN LAND CONSERVANCY 6851 S. SPRINKLE ROAD PORTAGE, MI 49002



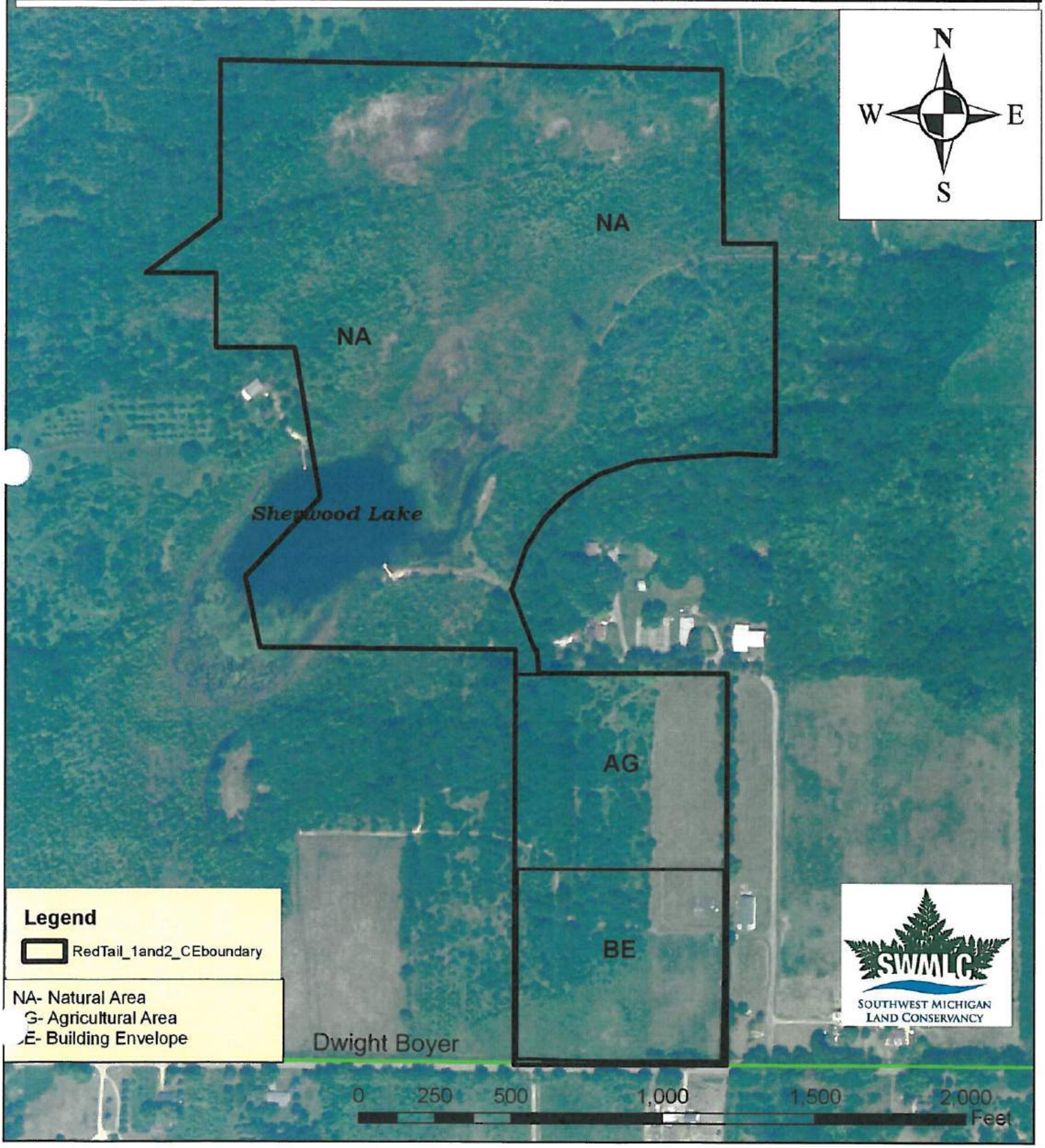
SWMLC
SOUTHWEST MICHIGAN LAND CONSERVANCY

Red Tail Parcels 1 &2 Conservation Easement Aerial Map

RED TAIL PARCELS 1&2 CONSERVATION EASEMENT — WATERVLIET TWP., BERRIEN CO., MI

OWNER:
RONORA LODGE & RETREAT CENTER
9325 DWIGHT BOYER ROAD
WATERVLIET, MI 49098

CONSERVANCY:
SOUTHWEST MICHIGAN LAND CONSERVANCY
6851 S. SPRINKLE ROAD
PORTAGE, MI 49002

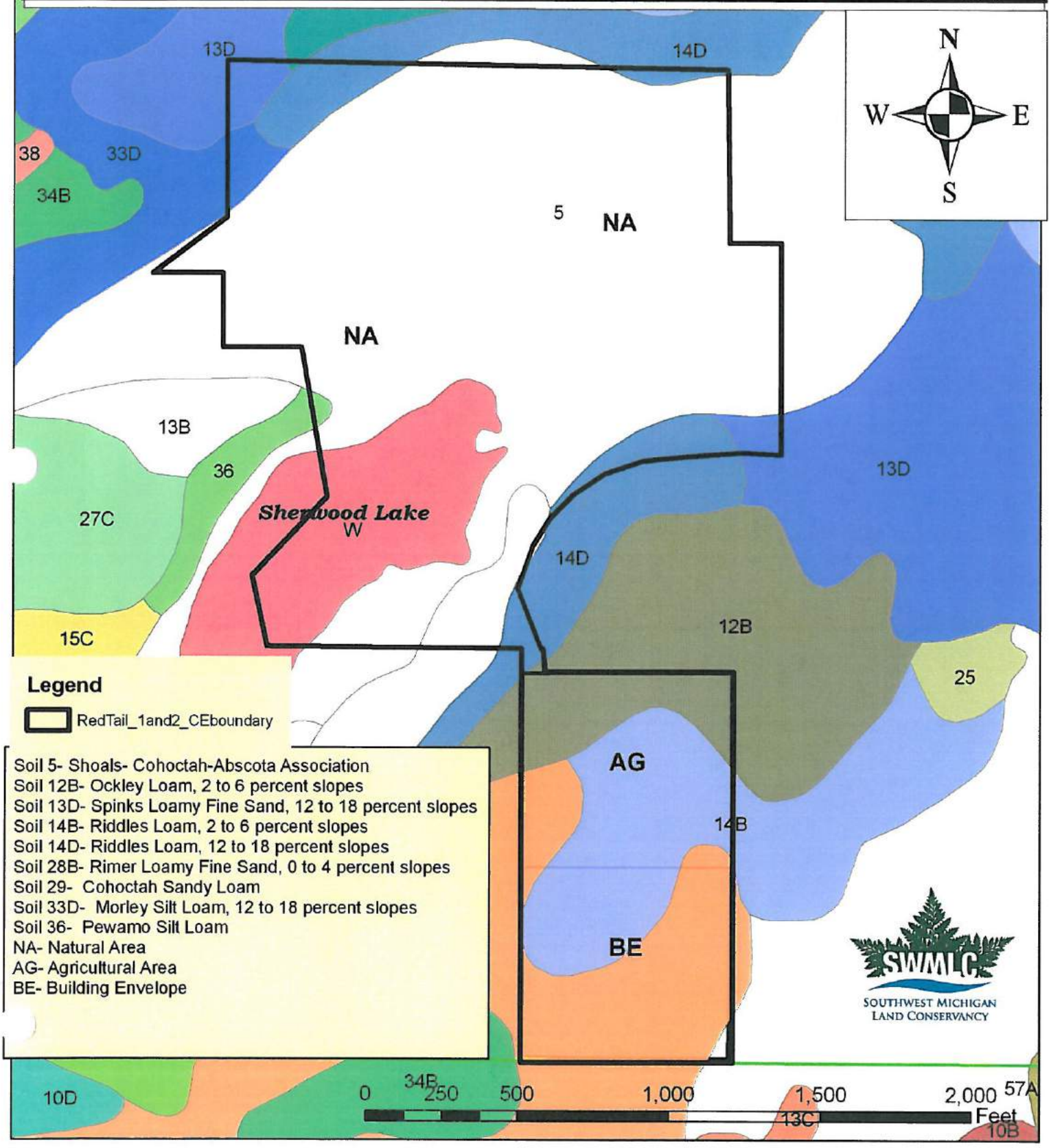


Red Tail Parcels 1 &2 CE Soil Type Map

RED TAIL PARCELS 1&2 CONSERVATION EASEMENT — WATERVLIET TWP., BERRIEN CO., MI

OWNER:
RONORA LODGE & RETREAT CENTER
9325 DWIGHT BOYER ROAD
WATERVLIET, MI 49098

CONSERVANCY:
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6851 S. SPRINKLE ROAD
PORTAGE, MI 49002

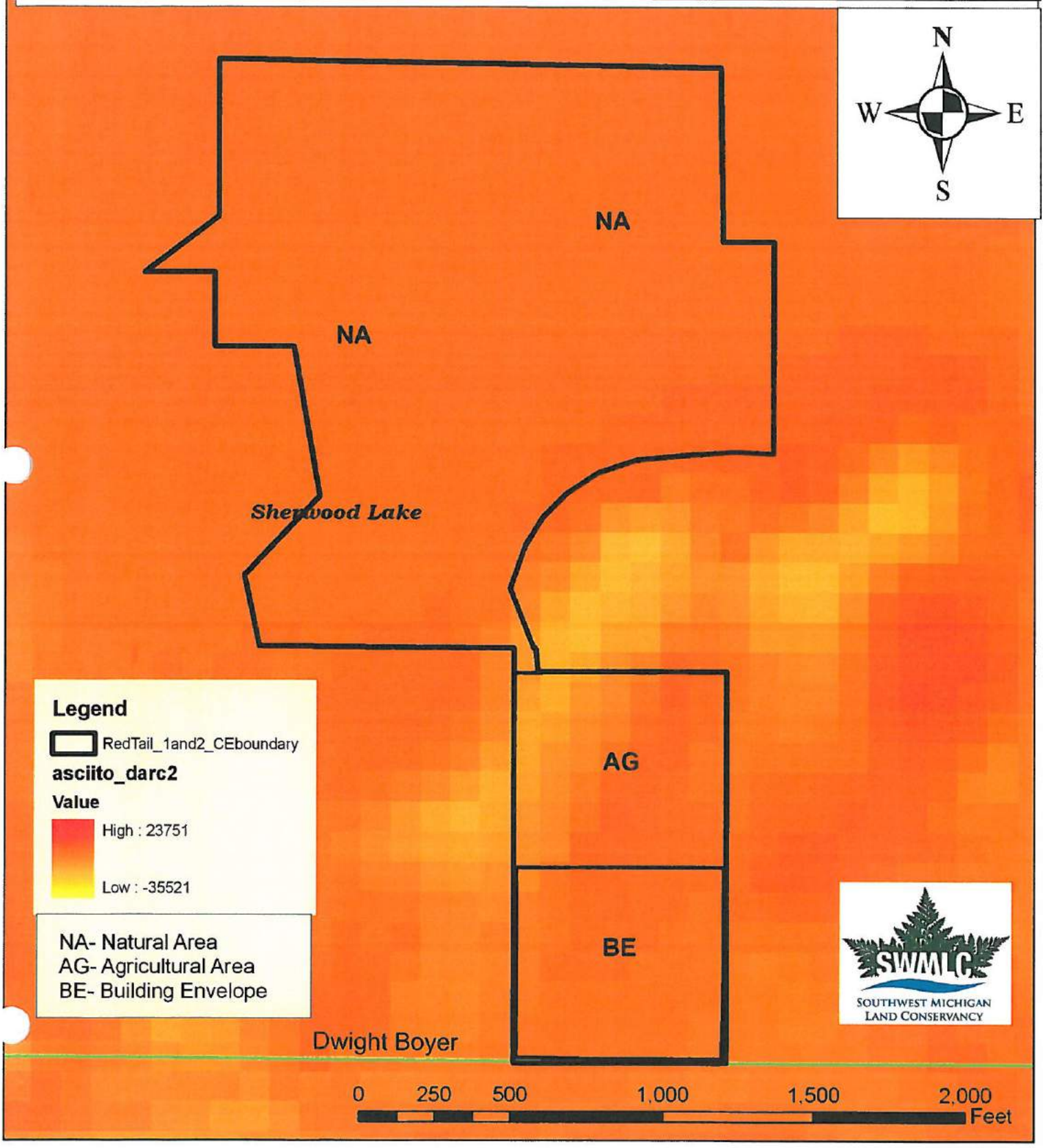


Red Tail Parcels 1 &2 CE Ground Water Recharge Map

RED TAIL PARCELS 1&2 CONSERVATION EASEMENT — WATERVLIET TWP., BERRIEN CO., MI

OWNER:
RONORA LODGE & RETREAT CENTER
9325 DWIGHT BOYER ROAD
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CONSERVANCY:
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PORTAGE, MI 49002

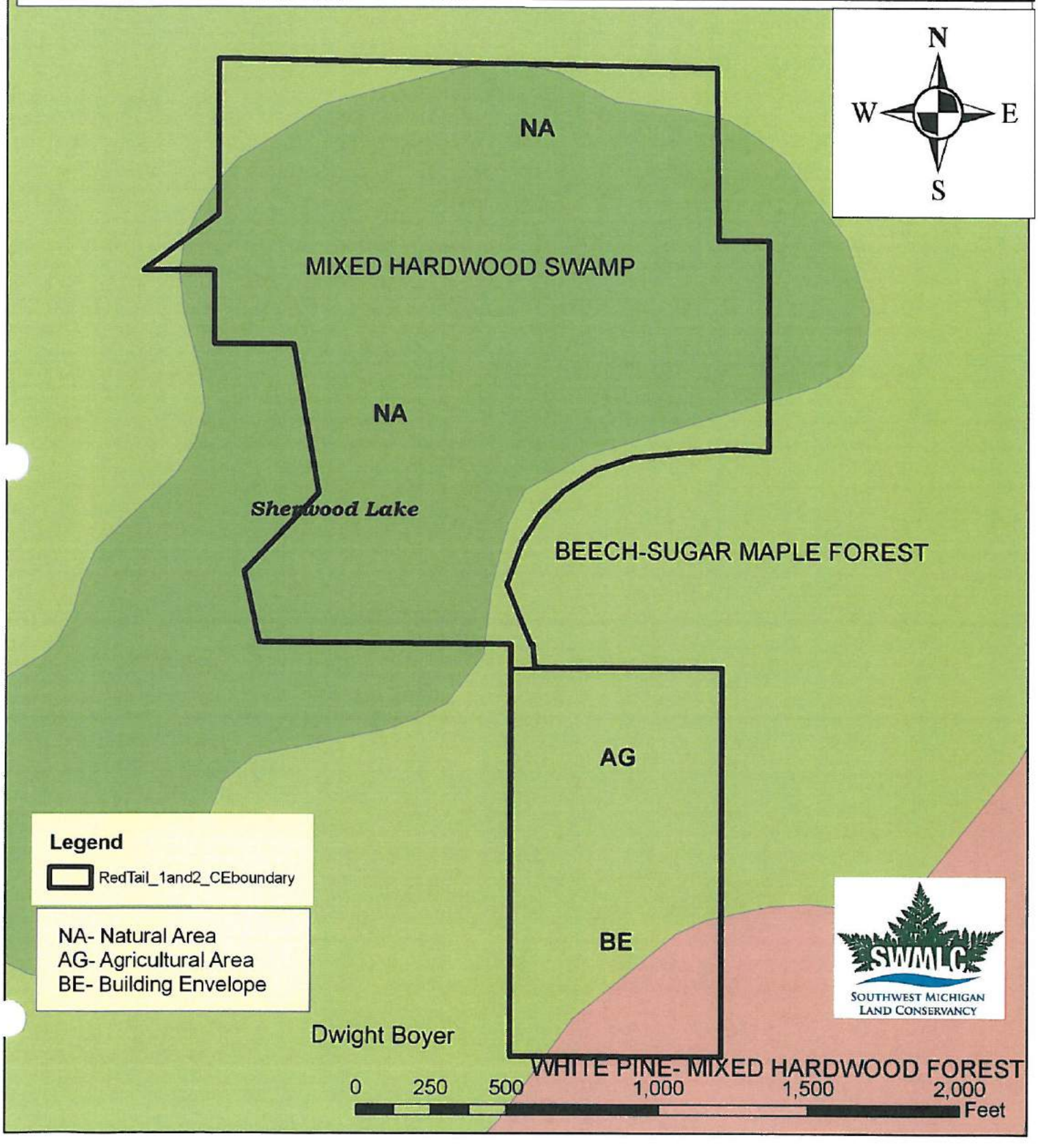


Red Tail Parcels 1 &2 CE Vegetation Circa 1800 Map

RED TAIL PARCELS 1&2 CONSERVATION EASEMENT — WATERVLIET TWP., BERRIEN CO., MI

OWNER:
RONORA LODGE & RETREAT CENTER
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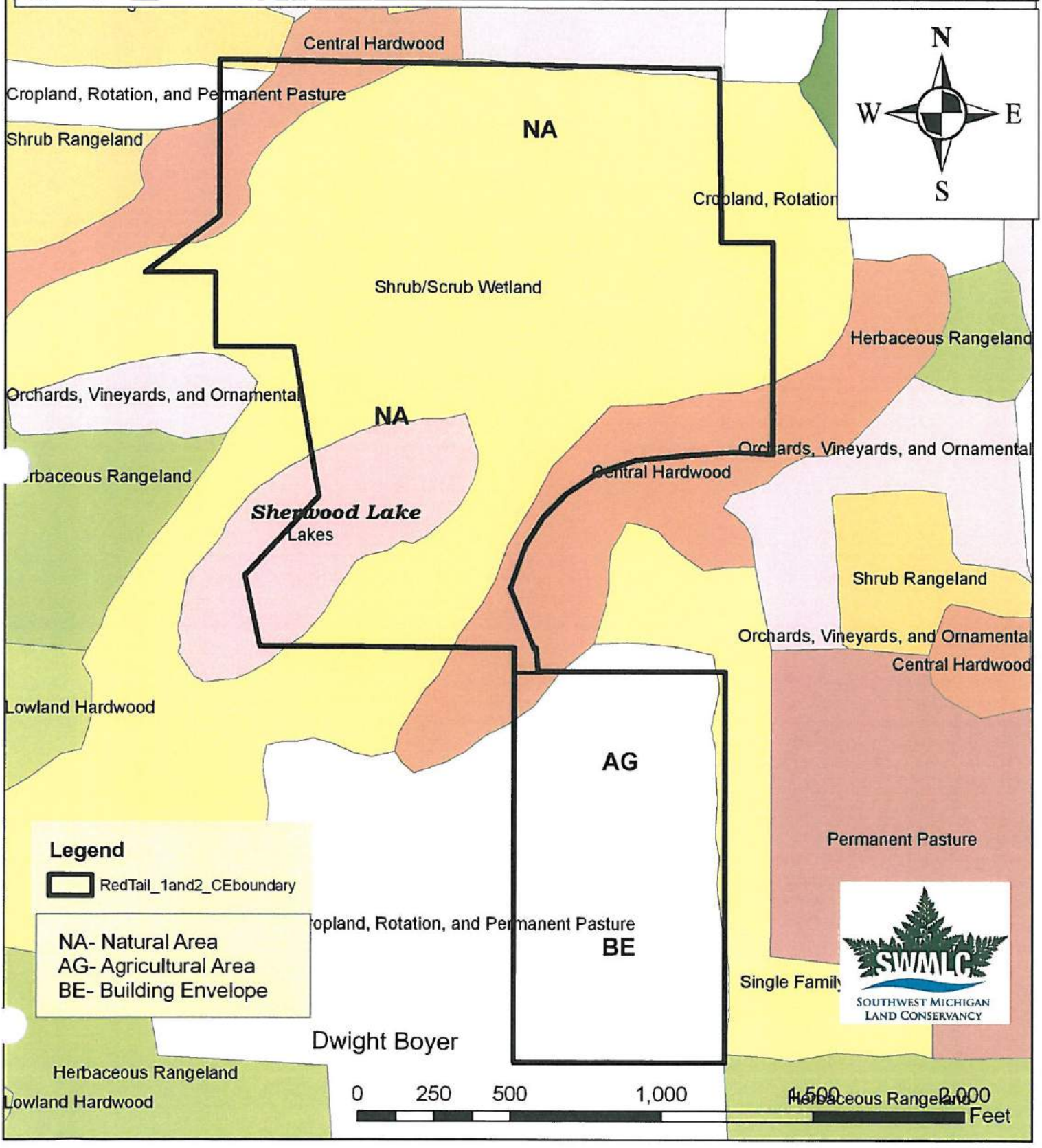


Red Tail Parcels 1 &2 CE 1978 Land Use Map

RED TAIL PARCELS 1&2 CONSERVATION EASEMENT — WATERVLIET TWP., BERRIEN CO., MI

OWNER:
RONORA LODGE & RETREAT CENTER
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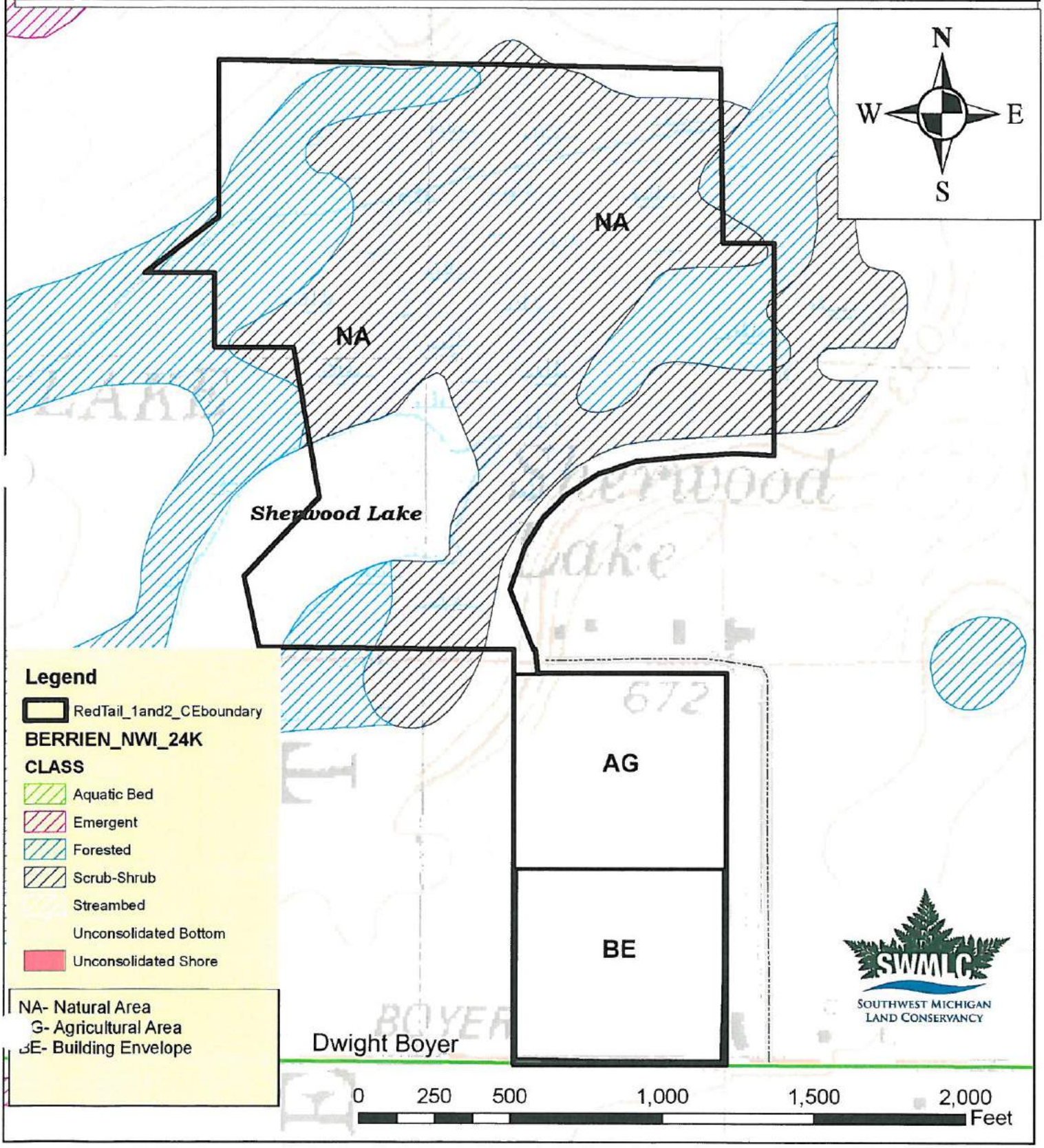


Red Tail Parcels 1 &2 CE National Wetlands Inventory Map

RED TAIL PARCELS 1&2 CONSERVATION EASEMENT — WATERVLIET TWP., BERRIEN CO., MI

)WNER:
RONORA LODGE & RETREAT CENTER
9325 DWIGHT BOYER ROAD
WATERVLIET, MI 49098

CONSERVANCY:
SOUTHWEST MICHIGAN LAND CONSERVANCY
6851 S. SPRINKLE ROAD
PORTAGE, MI 49002



Red Tail Parcels 1 & 2 Conservation Easement

Data Source for Maps
Watervliet Township, Berrien County

Plat Map- Data Source: Berrien County Plat Book, 2008.

Topographic Base Map- Data Source: US Geographical Survey, 7.5 minute topographic map, Hartford, Michigan 1981. Map created by SWMLC, 2011.

Locator Map- Data Source: Map created by SWMLC, 2011.

Aerial Map- Data Source: Berrien County 2005 image, map created by SWMLC, 2011.

Soil Map- Data Source: U.S. Department of Agriculture, Natural Resources Conservation Service, Publication Date: 20070112, Title: Soil Survey Geographic (SSURGO) database for Berrien County, Michigan, Published by U.S. Department of Agriculture, Natural Resources in Fort Worth, Texas, URL:http://SoilDataMart.nrcs.usda.gov/. Map created by SWMLC, 2011

Groundwater Recharge Map- Data Source: Data created by Dr. Matthew Barker as part of Michigan Rivers Inventory, date unknown. Data calculated in units of m day-1 for every 30m2 grid cell across Lower Michigan. Map created by SWMLC, 2011.
Appendix D.

Vegetation Circa 1800 Map- Data Source: mndr_landcover_1800, Covertype, Creation Date: Jan. 2000, Produced By: Michigan Department of Natural Resources, Original Data Source: see www.dnr.state.mi.us/spatialdatalibrary, Original Data Scale: 1:24,000. Map created by SWMLC, 2011.

1978 Land Use Map- Data Source: 1978 Land Use/Land Cover layer created by the Michigan Department of Natural Resources, map created by SWMLC, 2011.

National Wetlands Inventory Map- Data Source: Title: Berrien_nwi_24k.shp, NWI_2010 update\MI_LP.gdb, Creation Date: 2000, updated in 2010, Produced By: Michigan Department of Environmental Resources, Original Data Source: USFWS National Wetlands Inventory, Comments: from www.dnr.state.mi.us/spatialdatalibrary. Map created by SWMLC, 2011

PHOTO DOCUMENTATION

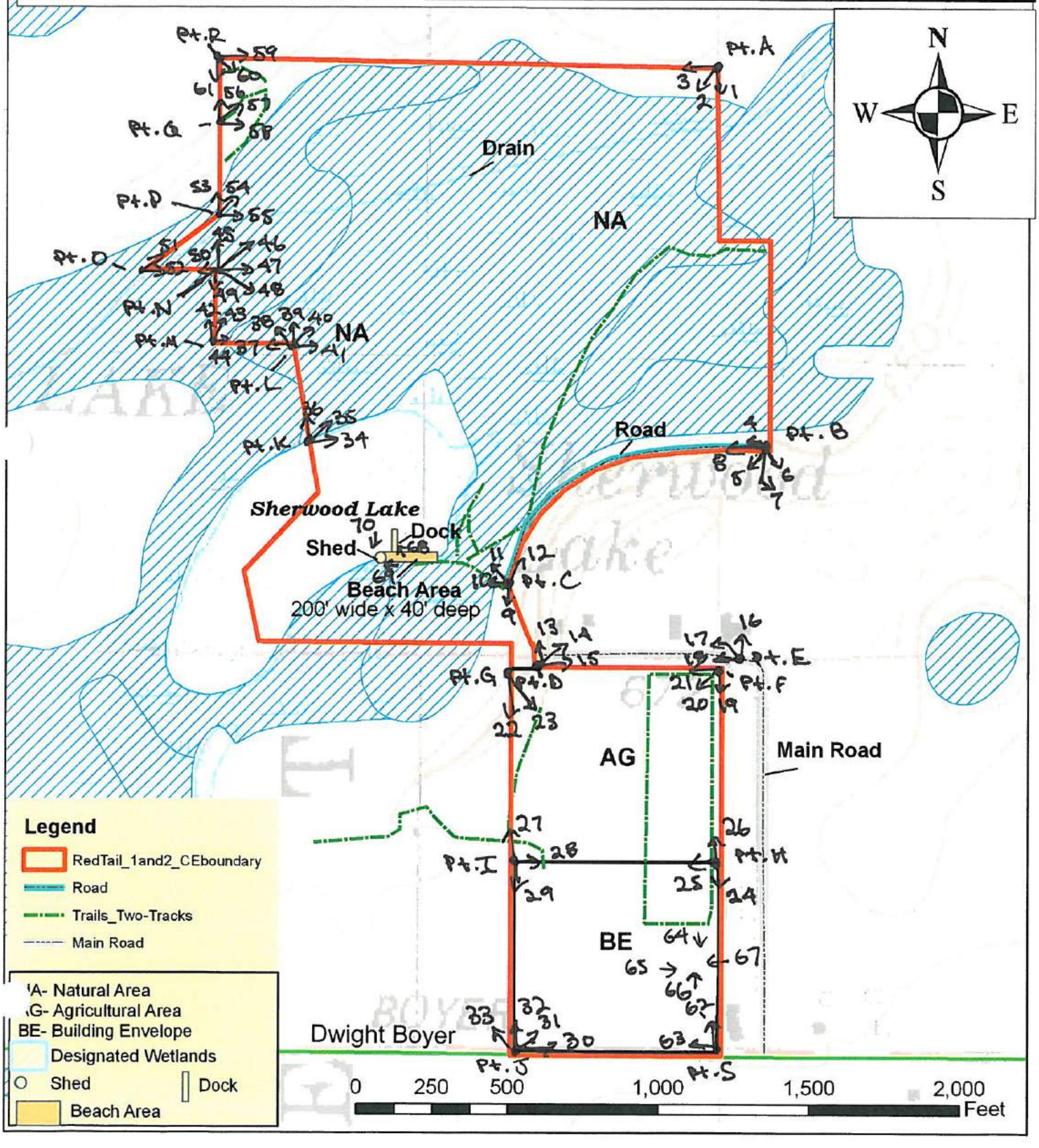
1. Photo Location Map
2. Photos – Photos taken by Geoffrey Cripe on 9/8, 9/15 & 11/30 of 2011

Red Tail Parcels 1 &2 Photo-Documentation Map

RED TAIL PARCELS 1&2 CONSERVATION EASEMENT — **WATERVLIET TWP., BERRIEN CO., MI**

OWNER:
RONORA LODGE & RETREAT CENTER
9325 DWIGHT BOYER ROAD
WATERVLIET, MI 49098

CONSERVANCY:
SOUTHWEST MICHIGAN LAND CONSERVANCY
6851 S. SPRINKLE ROAD
PORTAGE, MI 49002





1.
Looking south at a cherry tree and rose bush in Natural Area.
Position: Point A. Northeast Boundary corner of Parcel 1. Natural Area.



2.
Looking southwest at hickory tree and rose bush in Natural Area.
Position: Point A. Northeast Boundary corner of Parcel 1. Natural Area.



3.
Looking west at a silver maple and red maple.
Position: Point A. Northeast Boundary corner of Parcel 1. Natural Area.



4.
Looking west at tulip poplars in Natural Area.
Position: Point B. Boundary Natural Area and Parcel 1 Excepted Area.



5.
Looking southwest at tulip poplars, inside edge of exception.
Position: Point B. Looking into exception.



6.
Looking south at tulip poplars, inside edge of exception.
Position: Point B. Looking into exception.



7.
Looking at bend in trail/road leading southeasterly into excepted area for frame of reference.
Position: Point B. Looking into exception.



8.
Looking west toward Natural Area from Point B. Curve of road heading west from Point B and turning southwesterly delineates the boundary of exception and conservation easement.
Position: Point B looking into Natural Area.



9.
Looking south from Point C at stairs to camp . Sign and road in foreground.
Position: Point C looking along exception (east) /CE natural area (west) line.



10.
Looking west into Natural Area along the road. Walnut and maple trees in background.
Position: Point C along CE/exception line.



11.
Looking north-northwest at Sherwood Lake in Natural Area. Willows and birch in background.
Position: Point C along CE/exception line.



12.
Looking east-northeast at road delineating CE from exception. Downed tree in foreground.
Position: Point C along CE/exception line.



13.
Looking north at red barn. Maples and natural area to left.
Position: Point D along CE/ exception line.



14.
Looking northeast at large sugar maple just inside exception line for frame of reference. Young beech branch in foreground.
Position; Point D along CE/ exception line.



15.
Looking east at same large sugar-maple just inside exception line for frame of reference. Young beech branch in foreground.
Position: Point D along CE/exception line.



16.
Looking north along main road spur into outbuilding in exc tion. Frame of reference ph Position: Point E in corner of exception.



17.
Looking northwest at same outbuilding in exception. Frame of reference photo. Position: Point E in corner of exception.



18.
Looking west along Main Road. Exception to right and easement line to far left. Frame of reference photo. Position: Point E in corner of exception.



19.
Looking south at stone and tree into AG area.
Position: Point F. Northeast corner of AG area and Parcel 2.



20.
Looking southwest into AG area. Temporary tent visible in background.
Position: Point F. Northeast corner of AG area and Parcel 2.



21.
Looking west toward row of red pine. Main road visible on right hand side.
Position: Point F. Northeast corner of AG area and Parcel 2.



22.
Looking south at maple brush.
Position: Point G. Northwest corner of AG.



23.
Looking southeast at fallen maple. in AG area.
Position: Point G. Northwest corner of AG.



24.
Looking south along eastern boundary of BE toward hoophouse (non-permanent).
Position: Point H. Southeast corner of AG and Northeast corner of BE.



25.
Looking west along northern BE boundary line at open grassed plain.
Position: Point H. Southeast corner of AG and Northeast corner of BE.



26.
Looking north along eastern edge of AG at a large sassafras tree.
Position: Point H. Southeast corner of AG and Northeast corner of BE.



27.
Looking north along western edge of AG at a cluster of trees including hickory and shrubs including multiflora rose.
Position: Point I, Southwest corner of AG and Northwest corner of BE.



28.
Looking east along northern boundary of BE at young beech and along a trail spur from Parcel 5.
Position: Point I, Southwest corner of AG and Northwest corner of BE.



29.
Looking south at three-branched cherry tree in the BE along the BE's western boundary.
Position: Point I, Southwest corner of AG and Northwest corner of BE.



30.
Looking east along Dwight Boyer Road into the Building Envelope.
Position: Point J. Southwest corner of BE and Parcel 2.



31.
Looking northeast along into the open fields of goldenrod and asters in the Building Envelope.
Position: Point J. Southwest corner of BE and Parcel 2.



32.
Looking north at telephone pole # B 127.18, a reference point for the southwest corner of Parcel 2.
Position: Point J. Southwest corner of BE and Parcel 2.



33.
Looking northwest into Parcel 5 from Point J. Open field of goldenrod and aster. Frame of reference photo.
Position: Point J. Southwest corner of BE and Parcel 2, southeast corner of Parcel 5.



34.
Looking east at Sherwood Lake.
Position: Point K, in natural area.



35. Looking northeast at marsh edge, canoe visible in background.
Position: Point K, in natural area.



36.
Looking north at marsh edge and canoe.
Position: Point K, in natural area.



37.
Looking west at dogwood in forested swamp.
Position: Point L in natural area.



38.
Looking northwest at dogwoods and aspens in forested swamp.
Position: Point L in natural area.



39.
Looking north at painted boundary tree in forested swamp.
Position: Point L in natural area.



40.
Looking northeast at poison sumac in forested swamp.
Position: Point L in Natural Area.



41.
Looking east into forested swamp.
Position: Point L in Natural Area.



42.
Looking north into forested swamp, young beech and sensitive ferns dominant.
Position: Point M in Natural Area.



43.
Looking northeast into forested swamp, young beech, swamp white oak and sensitive ferns dominant.
Position: Point M in Natural Area.



44.
Looking east into forested swamp.
Position: Point M in Natural Area.



45.
Looking north into forested swamp. Blue beech, cardinal flower, sensitive fern, young beech and young swamp white oak present.
Position: Point N in Natural Area.



46.
Looking northeast into forested swamp. Maple branch in foreground.
Position: Point N in Natural Area.



47.
Looking east into forested swamp and painted tree demarcating boundary corner.
Position: Point N in Natural Area.



48.
Looking southeast into forested swamp, maple tree and dead branch in foreground
Position: Point N in Natural Area.



49.
Looking south into forested swamp, downed tree, maple and sensitive fern visible.
Position: Point N in Natural Area.



50.
Looking west into forested swamp. Maple trees and lots of sedge.
Position: Point N in Natural Area.



51.
Looking northeast at cherry tree and "triangle post marker" in forested swamp. Understory dominated with rose bushes and young hickory saplings.
Position: Point O in Natural Area.



52.
Looking east at cherry, beech, apple, honeysuckle, spicebush a rose bush in the forested swamp.
Position: Point O in Natural Area.



53.
Looking north into forested swamp in close proximity to creek and bridge. Spicebush visible in foreground.
Position: Point P in Natural Area



54.
Looking northeast into forested swamp in close proximity to creek and bridge.
Position: Point P in Natural Area.



55.
Looking east into forested swamp, creek visible in background.
Position: Point P in natural area.



56.
Looking north into forested uplands from southwest corner of northwest exception. Oriental bittersweet and briars.
Position: Point Q in natural area.



57.
Looking northeast into forested uplands from southwest corner of northwest exception.
Position: Point Q in natural area.



58.
Looking east into forested uplands from southwest corner of north west exception.
Position: Point Q in natural area.



59.
Looking east along northern boundary of Parcel 1 at cherry tree.
Position: Point R in natural area, and northwest corner of Parcel 1.



60.
Looking southeast into forested upland.
Position: Point R in natural area, and northwest corner of Parcel 1.



61.
Looking south into forested uplands, trail in the background.
Position: Point R in natural area, and northwest corner of Parcel 1.



62.
Looking north toward hoophouse (non-permanent) along eastern boundary of BE.
Position: Point S and southeast boundary corner of BE and Parcel 2.



63.
Looking west along Dwight Boyer Road.
Position: Point S and southeast boundary corner of BE and Parcel 2.



64.
Looking South at HoopHouse.
Position: Building Envelope.



65.
Looking East at HoopHouse.
Position: Building Envelope.



66.
Looking North at HoopHouse.
Position: Building Envelope.



67.
Looking West at HoopHouse.
Position: Building Envelope.



68.
Looking North at Dock within Beach Area.
Position: Natural Area.



69.
Looking West at Shed within Beach Area.
Position: Natural Area.



70.
Looking South at Shed within Beach Area.
Position: Natural Area.