



EASEMENT TO CONSTRUCT AND MAINTAIN DRIVEWAY

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

L-11069
Case 20230051
(Page 1 of 5)

FOR AND IN CONSIDERATION OF THREE THOUSAND TWO HUNDRED FORTY and 00/100 DOLLARS (\$3,240.00) in hand paid, the receipt of which is hereby acknowledged, the DEPARTMENT OF NATURAL RESOURCES for the STATE OF MICHIGAN, P.O. Box 30448, Lansing, Michigan 48909-7948, (hereinafter called the Grantor) acting under authority of its Director, and by virtue of the authority conferred by Act No. 451, P.A. 1994, does hereby Convey and Quit-Claim to

Pinckney Sand & Gravel, Incorporated
P.O. Box 2709
Southfield, MI 48037

hereinafter called the "Grantee", and to its successors and assigns the easement and right to place, construct, operate, repair and maintain a Driveway within a 66.00 foot wide right of way to provide emergency access only to 123 single family residences, as shown on and across lands described on the attached Exhibit A, pages 1-2 that are located within the following described parcel(s) of land situated in the County of Livingston, State of Michigan:

**Township of Putnam
Town 01 North, Range 4E West, Section 22**

Description

That part of the following description lying within the NE1/4, Section 22, T01N, R03E:
All that part of the MDOT RR, formerly GTW RR ROW, 100 wide, more or less, lying in T01N, R03E, Sections 13, 14, 19, 20, 21, 22, 23 and 24 in the following description: Beginning at the intersection of the C.L. of said RR and the E row line of Kress Rd. in the SW¹/₄ NE¹/₄ of Sec. 21, T1N, R5E, Hamburg Twp., Livingston County, MI; thence, in a Wrlly direction, following the C.L. of said RR, 15.09 miles, M.L., passing through Secs 21, 20 and 19, T1 N, R5E, Hamburg Twp., Secs 24, 23, 22, 21, 20, 17, 19 and 18, T1N, R4E, Putnam Twp., Secs 24, 13, 23, 14, 22, 21, 20 and 19, T1N, R3E, Unadilla Twp, Livingston County, MI; thence, beginning at the intersection of the C. L. of said RR and the E line of Sec. 24, T1N, R2E, Stockbridge Twp, Ingham County, MI; thence, in a SWrlly direction, following along the C.L. of said RR, 4.26 miles, M.L., passing through Secs 24, 23, 26, 27 34, and 33, T1N, R2E, Stockbridge Twp., Ingham County, MI; thence, beginning at the intersection of the C. L. of said RR and the N line of Sec. 4, T1S, R2E, Waterloo Twp., Jackson County, MI; thence, in a SWrlly direction, following the C.L. of said RR, 9.87 miles, M.L., passing through Secs 4, 5, 8, 7, and 18, T1S, R2E, Waterloo Twp., Secs 13, 24, 23, 26, 27, 34 and 33, T1S, R1E, Henrietta Twp. Sec 4 and into Sec 5, to SWrlly end of the bridge over the Portage R. as located in the SW ¹/₄ of Sec. 5, T2S, R1E, Leoni Twp., Jackson County, MI.

DNR Parcel ID
2040957

This easement is subject to the following conditions and requirements :

Notifications

- (1) The Department's Representative for the purposes of this easement is the Unit Supervisor, who at the present time is:

Charles Dennison
Pinckney Recreation Area
8555 Silver Hill
Pinckney, MI 48169
Phone: 734-426-4913
dennisonc@michigan.gov
or successors and assigns
- (2) Grantee may contact the Department of Natural Resources Lansing Headquarters Office for assistance in determining the name and contact information for current Department's Representative.
- (3) For the terms of this easement, 'written notification' means the date and time upon which: (1) the Department's Representative receives written correspondence; or, (2) a letter that was sent via Certified Mail thru the US Postal Service was signed for.

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

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

- (4) Grantee agrees to maintain copies of all written notifications provided to the Grantor and approvals granted by the Grantor during the lifetime of this easement.

Driveway Conditions

- (5) This Easement shall be nonexclusive, and the Easement shall be to benefit only the lands described on attached EXHIBIT BB. The intent of this document is to convey easement rights for emergency purposes only. This document does not authorize construction of utilities.
- (6) This document conveys the right to construct and maintain a driveway for emergency ingress and egress to one hundred twenty-three single-family residences on the benefited parcel to be known as Lakeland Knoll. Any division or subdivision of the benefited parcel will render the easement void. Any use of this private road easement for purposes other than emergency access must have prior written approval from the DNR Land Manager.
- (7) The Grantee shall not place or maintain any gates or other barriers within the easement area.
- (8) Grantee shall install and maintain a traffic control barrier, Bollards (as detailed in Exhibit C), outside of the Easement Area which will prohibit use by non-emergency vehicles. Changes to the traffic control barrier as outlined in Exhibit C may be made with the express written consent of the Department's Representative.

Construction and Maintenance

- (9) This document does not authorize construction of additional facilities after a period of two (2) years from the date of issuance of this easement. Any request for extension must be received in writing by the Department's Representative no less than 90 days prior to the end of the two (2) year window.
- (10) By the acceptance of this instrument Grantee agrees to consult with and provide written notification to the Department's Representative no less than three (3) State of Michigan business days prior to commencing non-emergency clearing, construction, development, maintenance or replacement activities under this easement.
- (11) Any relocation of the facilities constructed under this easement may be made only upon written approval of the Department's Representative before such relocation takes place.
- (12) Unless otherwise stated elsewhere in this document, Grantee may cut, trim, and remove all brush and trees within said easement area which threaten to interfere with or be hazardous to construction, operation, and maintenance.
- (13) Grantee shall be responsible for restoration of disturbances caused by the Grantee for the lifetime of the easement.
- (14) This easement is granted contingent upon the Grantee receiving all necessary permits and approvals prior to starting construction. Grantee is responsible for obtaining all required state, local and federal permits and to follow the permit requirements as specified. Before any construction may proceed, Grantee is required to give notice to the public utilities under Act 53, P.A. 1974 (460.701 et seq. M.C.L.) as amended and to comply with all provisions of that Act as well as the Natural Resources and Environmental Protection Act, being Act 451, P.A. 1994 as amended. If this project crosses floodplains, wetlands, rivers, streams, or designated critical dunes, permits may be required under the land/water interface statutes. A copy of all required permits shall be provided to the Department's Representative upon request.
- (15) Following consultation with the Department's Representative, the Grantee shall block vehicular traffic to the easement area and place gates in the manner specified by the Department's Representative, so long as the Grantee's access to the easement area is not unreasonably blocked. Such barriers shall be installed and maintained by the Grantee for the duration of the easement. Ineffective barriers shall be promptly repaired by the Grantee.

The Department's Representative must be provided with a key for any gate placed under this condition and/or the Department's Representative may place a Department lock on the gate along with the Grantee's lock so that the gate may be opened via the opening of either lock. Gates must be kept locked at all times except for immediate access purposes or as otherwise specified by the Department's Representative.

- (16) The Grantee shall place and maintain Caution, Closed, and/or Stop signs near vehicular barrier locations. Sign placement shall be as determined by the Department's Representative.
- (17) Grantee must preserve all established survey Corners on or adjacent to the proposed ROW. All Witness or Bearing Trees for such survey Corners must be plainly identified through use of green paint, and preserved from destruction during the construction of the easement. If a Witness or Corner needs to be removed during construction, the Corner shall be properly Witnessed and re-established as soon as construction is completed. If a Witness is removed during construction, a new Witness will be established as required by the Corner Recordation Act, 1970 P.A. 74, as amended. This information shall be recorded at the county courthouse within six (6) months of construction of the easement. In addition, two (2) copies of this same information must be provided to the Department's Representative within six (6) months of construction.
- (18) Any clearing work done by the Grantee or their employees or agents outside the area authorized to be cleared without other proper written permission shall be considered a trespass.

The Grantor may seek any legal remedy provided by statute and rules.

Emergencies and Spills

- (19) Emergency work may be conducted without providing prior written notification to the Department's Representative. In such cases, the Grantee will provide written notification to the Department Representative within 24 hours of the work being commenced or by 12 PM the next State of Michigan business day, whichever is later.
- (20) The Grantee agrees to report to the Department's Representative any release of toxic or hazardous substance that results from an activity for which the Grantee is responsible, and to evaluate the nature and extent of the release. Grantee agrees to undertake appropriate measures consistent with NREPA Act 451, Part 201 to abate the release and promptly develop and implement a work plan approved by the Department's Representative to address the release.
- (21) In addition to reporting to the Department's Representative all spills resulting from an activity for which the Grantee is responsible, the Grantee shall also keep a written log of all spills resulting from an activity for which Grantee is responsible and all situations the Grantee investigates for spills, even if it is determined that no spill has occurred.

Timber, Trees, Shrubs, and other Vegetation

- (22) This easement does not provide for the removal or pruning of trees including 'hazard trees' outside the easement area. Such pruning requires the written approval of the Department's Representative.
- (23) Merchantable timber cut under the terms of this easement are the property of the Grantee and may be removed from the easement area. If cut merchantable timber is to remain within the easement area for more than 7 days, it shall be piled or decked at a location agreed to by the Department's Representative. Merchantable timber that is cut and not removed within 60 days shall, at the option of the Department's Representative, become the property of the Grantor. Grantee shall make a concerted attempt to salvage and utilize the timber removed from the easement area.
- (24) Except for emergency situations or unless otherwise approved in writing by the Department's Representative, the clearing, cutting or pruning of oak trees is not permitted from April 15 to July 15. This is necessary to reduce the spread of oak wilt.
- (25) Grantee agrees that no herbicides on the land herein described shall be used without first securing written permission from the Department's Representative.
- (26) It is understood that all slash and forest growth cut resulting from operations under this easement shall be handled in accordance with the provisions of Part 519, Act 451, P.A. 1994 as amended, and the rules and regulations pertaining thereto.
- (27) Vegetation restoration of the cleared ROW must be completed by the Grantee to the written specifications of the Department's Representative.

Invasive Species

- (28) Invasive species are managed under Michigan's Natural Resources and Environmental Protection Act (NREPA) 451 of 1994, Section 324.41301. Under Act 451, Michigan regulates the possession or introduction of prohibited and restricted invasive species. Information on Michigan's invasive species can be found at www.michigan.gov/invasivespecies. It is the Grantee's responsibility to monitor changes to the list of prohibited and restricted invasive species.

The soils brought in to the easement area must be weed free, and all equipment is to arrive clean to each work site (free of mud, debris, weeds, any vegetative material). This will help minimize the risk of spreading invasive species between sites.

Forest Roads and Recreational Trails

- (29) The Grantee shall ensure that the Grantor's or its assign's use of existing forest roads and recreational trails crossing or adjacent to the ROW will not be altered or adversely affected by this easement. This shall include, but not be limited to, use by heavy equipment for the harvesting and transportation of timber products. These roads and trails shall remain open and useable both during and after construction/installation, and during any ROW maintenance or abandonment activity unless written authorization is provided by the Department's Representative.
- (30) Forest roads and recreational trails used by the Grantee or its assigns under the terms of this easement shall be left in as good or better condition as they were before their use.
- (31) The Grantor retains its right to develop and use the easement area in a manner that does not interfere with the purpose or use of this easement. This includes the right to develop, use and maintain new forest roads and new recreational trails which may be adjacent to, include and/or cross the ROW.

Best Management Practices

- (32) Best Management Practices (BMP) must be adhered to. It is recommended that the Grantee reference the current version of the "Sustainable Soil and Water Quality Practices on Forest Land" manual. This manual was produced by the Michigan DNR and DEQ and has been assigned a publication number of IC4011.
- (33) All vehicle traffic shall be confined to existing access roads and within the surveyed boundary of the easement area.

- (34) Part 365, Endangered Species Protection, Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.36501 to 324.36507 (Part 365), states that "a person shall not take, possess, transport, ...fish, plants, and wildlife" that are "indigenous to the state and determined to be endangered or threatened." Part 365 defines "take" of fish or other animals as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect or attempt to engage in any such conduct" and for plants as "to collect, pick, cut, dig up, or destroy in any manner." Part 365 reflects the desire of the people of Michigan to protect the rare natural resources of the State. Accordingly, the Grantor is required to take those steps necessary to protect, conserve, and restore species listed as threatened and endangered. The Department of Natural Resource's Wildlife Division has discretion to permit take in some circumstances, but must do so in a way that minimizes adverse impacts and considers all reasonable alternatives.

If State threatened or endangered species occur on or near this easement and may be impacted by the Grantee's activities then any activities that could result in "take" must be avoided until issues associated with the presence of endangered and threatened species are resolved. Prior to any site disturbance, the Grantee will need to obtain an approved endangered and threatened species permit from the Department of Natural Resources, Wildlife Division.

The U.S. Fish and Wildlife Service (Service) has the responsibility and authority over species listed under the Federal Endangered Species Act of 1973. If there is potential for federally listed species to be impacted by the Grantee then it must contact the Michigan office of the Service for further guidance.

- (35) Extreme care must be taken by the Grantee during and after construction, maintenance or abandonment activity to prevent any soil erosion. Any soil erosion occurrence that occurs as a result of the Grantee's use of this easement must be corrected immediately by the Grantee.
- (36) The Grantee shall dispose of all excavated materials not used as backfill as a part of the construction process outside of the easement area according to all applicable laws. Disposal of excavated materials within the easement area shall only occur with the Department's Representative consent and in a manner and location approved by the Department's Representative.
- (37) The location of known or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture may be protected by State and/or Federal law. The Grantor may unilaterally modify the easement conditions to protect an area, site, building, antiquity, artifact or similar object which is or may be entitled to protection under State or Federal law. The Grantee must report promptly any suspected discovery of same to the Department's Representative.

The Department's Representative may suspend Grantee's activities within or near locations containing such areas, sites, buildings, antiquities, artifacts, and objects pending further investigation and determination. Wheeled or tracked equipment shall not be operated within such locations except on approved roads or specified new routes.

Assignment

- (38) The Grantee shall not assign this easement or any portion thereof to any entity other than the owner of said land or an affiliate or subsidiary of Grantee, without first securing the written approval of the Department of Natural Resources for the State of Michigan.

General

- (39) Grantee accepts this easement subject to all prior and valid easements, permits, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land.
- (40) Grantee agrees to take all reasonable precautions to prevent and suppress forest fires and shall cause no unnecessary damage to natural tree growth or to any plantation, and shall pay all damages other than ordinary to State-owned property arising out of its negligent acts or failure to act.
- (41) Grantee shall obtain required permits before burning any refuse or intentionally starting any fires.
- (42) Unless resulting from the sole negligence of the Grantor, the Grantee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Grantee, its officers, employees and agents for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Grantee, its officers, employees or agents, in reference to the activities authorized by this easement.
- (43) Grantee hereby covenants and agrees to indemnify and save harmless the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands for all loss, injury, death or damage that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this easement; (2) the activities authorized by this easement; and (3) the use or occupancy of the premises which are the subject of this easement by the Grantee, its employees, contractors, or its authorized representatives.
- (44) The Grantee agrees to pay to the Grantor for damages to State-owned property or public trust resources arising out of its operations.
- (45) It is expressly understood and agreed that nothing in this easement shall be construed as a statement, representation or finding by the Grantor relating to any risks that may be posed to the environment by activities conducted by the Grantee or that the right-of-way conveyed by this easement is fit for any particular use or purpose.

Termination and Abandonment

- (46) It is expressly understood and agreed that every enumerated condition set forth in this easement is a material condition and that if the Grantee breaches any material condition the Grantor, at its sole discretion, may seek any remedy provided by statute or under the common law, including but not limited to revocation of this easement.
- (47) This easement shall continue in full force and effect for as long a time as the easement is properly used for its intended purpose. The right to use this easement for the intended purpose shall terminate upon the easement not being used for its intended purpose for two (2) years unless the Grantee has received written notification from the Department's Representative extending the two year period. Grantee agrees to notify the Department's Representative in writing within thirty (30) days of the easement not being used for the intended purpose; non-notification does not toll the two (2) year clock.
- (48) If the Grantee loses its right to use this easement, unless otherwise agreed to between Grantor and Grantee, the Grantee agrees to remove its property and to restore the premises within one (1) year of the loss in accordance with a written, site specific abandonment plan that will be prepared by the Department's Representative and provided to the Grantee. All rights and obligations under this easement shall terminate upon the Department Representative's providing written confirmation to the Grantee that the requirements of the abandonment plan, if one exists, have been completed to their satisfaction.
- (49) If the land to which an easement is granted is subsequently subdivided, as this term is defined by section 102 of the subdivision control act, Act No. 288 of the Public Acts of 1967, being section 560.102 of the Michigan Compiled Laws, the easement shall terminate.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns

IN WITNESS WHEREOF, the Department of Natural Resources by authority of its Director has caused this instrument to be executed for the State of Michigan by its Real Estate Services Manager, this 26th day of July, 2023.

DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN

Paul R. Johnson, Manager, Real Estate Services

STATE OF MICHIGAN }
COUNTY OF INGHAM } §

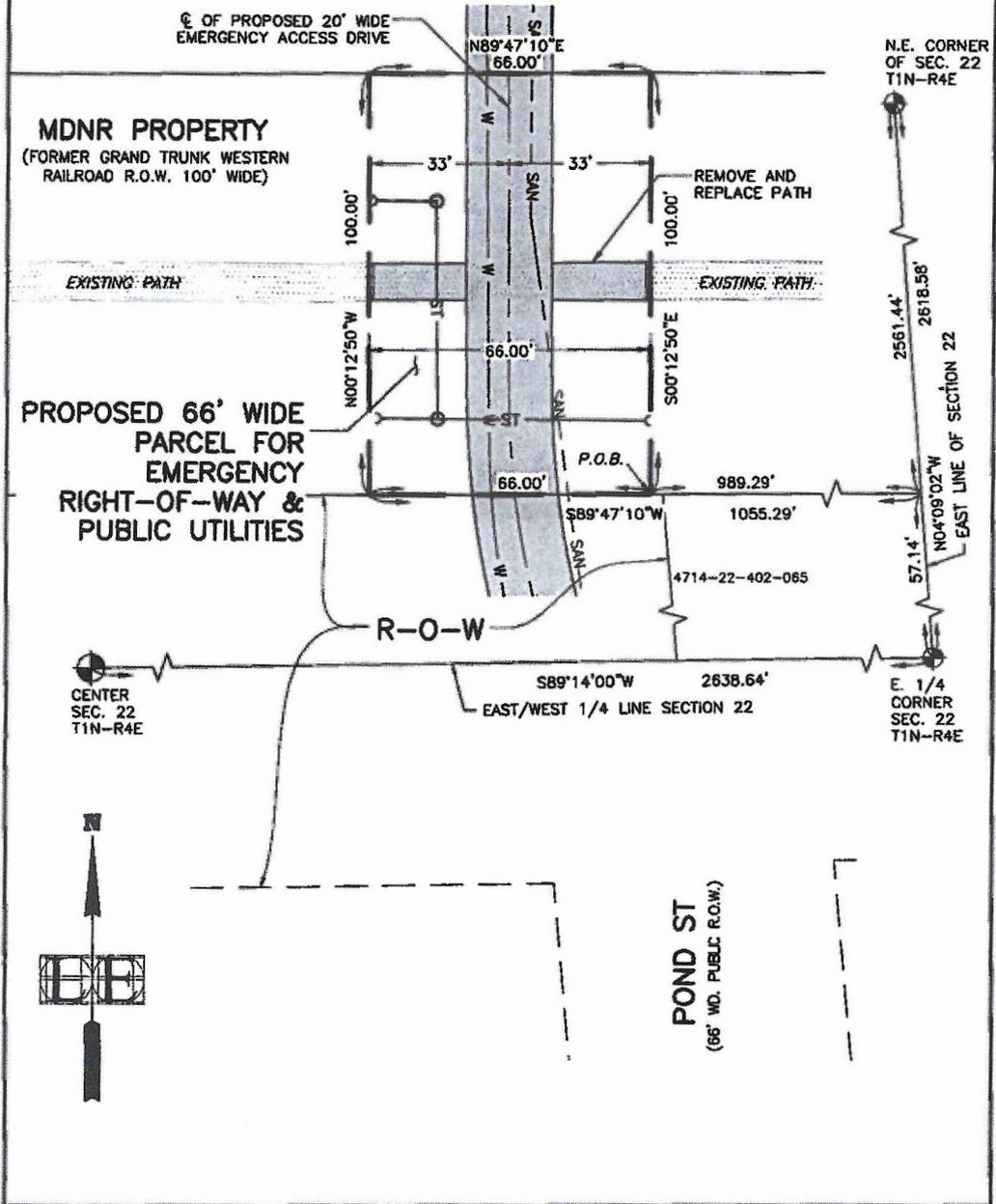
The foregoing instrument was acknowledged before me this 26th day of July, 2023, by Paul R. Johnson, Manager, Real Estate Services, of the Department of Natural Resources for the State of Michigan.

Wendy Shuster, Notary Public
State of Michigan, County of Shiawassee
My Commission Expires: October 19, 2029
Acting in the County of Ingham

Prepared by:
Marlene K. Harris
DNR Real Estate Services
P.O. Box 30448
Lansing, Michigan 48909-7948

After Recording Return to:
Grantee

EXHIBIT "A" MAP OF DESCRIPTION



LEGEND	SECTION CORNER	SET IRON ROD	FOUND MONUMENT
	FENCE	FOUND IRON ROD/PIPE	SOIL BORING



LIVINGSTON ENGINEERING
 CIVIL ENGINEERING SURVEYING PLANNING
 3300 S. OLD U.S., BRIGHTON, MI 48114
 INTERNET: WWW.LIVINGSTONENG.COM PHONE: (810) 225-7100 FAX: (810) 225-7699

CLIENT PROGRESSIVE PROPERTIES

DATE 01-09-23

DESCRIPTION
 PT. OF THE SE 1/4 NE1/4 OF
 SECTION 22, T1N-R4E,
 LIVINGSTON COUNTY, MICHIGAN

SCALE 1"=30'
 SHEET No.1 of 2

JOB No. 18245
 DRAWN NML/TJZ

REV.
 CREW
 CHECK

EXHIBIT "A"

LEGAL DESCRIPTION: PROPOSED 66 FEET WIDE PARCEL FOR EMERGENCY RIGHT-OF-WAY AND PUBLIC UTILITIES

Part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 1 North, Range 4 East, Village of Pickney, Livingston County, Michigan, more particularly described as follows: Commencing at the East Corner of said Section 22; thence along the East line of said Section 22, N 04°09'02" W, 57.14 feet to a point on the South line of MDNR Parcel (former 100 feet wide Grand Trunk Railroad right of way); thence along the south line of said MDNR Parcel, S 89°47'10" W, 989.29 feet to the POINT OF BEGINNING of the parcel to be described; thence continuing along the south line of said MDNR Parcel S 89°47'10" W, 66.00 feet; thence N 00°12'50" W, 100.00 feet to a point on the north line of said MDNR Parcel; thence along the north line of said MDNR Parcel, N 89°47'10" E, 66.00 feet; thence S 00°12'50" E, 100.00 feet to the point of Point of Beginning, containing 0.15 acres, more or less, and subject to any easements or restrictions of record.

Bearings are based on Grid North using RTK GPS observations.



LIVINGSTON ENGINEERING

3300 S. OLD U.S. 23, BRIGHTON, MICHIGAN 48114

PHONE: 810-225-7100

www.livingstoneng.com

FAX: 810-225-7699

WARRANTY DEED

THIS INDENTURE, made this 10th day of June, 1993, BETWEEN,

HARRY MALYNOWSKY, a single man
4015 South Woods Road
Howell, Michigan 48843

of the First Part, and

PINCKNEY SAND & GRAVEL, INC., a Michigan Corporation
1789 Buckingham Drive
Berkley, Michigan 48072

of the Second Part,

WITNESSETH, That said Party of the First Part, for and in consideration of ONE (\$1.00) DOLLAR to him in hand paid by the said Party of the Second Part, the receipt of which is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the Second Part its successors and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Putnam, County of Livingston, and State of Michigan, and described as follows, to-wit:

Lands and premises in the Township of Putnam, County of Livingston, State of Michigan, described as follows:

Approximately 362 acres of land, described as:

Part of Sections 14, 15, 22 and 23, all in Town 1 North, Range 4 East, Michigan, described as follows: All that part of the Southwest quarter of said Section 14 lying Northerly and Westerly of Howell Pinckney Road; the Southeast quarter of the Southeast quarter of said Section 15; the Northeast quarter of the Northeast quarter of said Section 22; the South half of the Northeast quarter lying North of the Grand Trunk railroad right of way in said Section 22 EXCEPT the West 11.5 acres thereof; and EXCEPT the East 20 acres thereof; the East half of the Southeast quarter of the Northeast quarter of said Section 22 EXCEPT the Grand Trunk Railroad right of way; and the Northwest quarter of the Northwest quarter of said Section 23.

Tax Identification Numbers: 14-22-200-005
14-22-200-004
14-22-200-001
14-14-300-001
14-15-400-002
14-23-100-001

Part of the West half of the Southeast quarter of Section 14, Town 1 North, Range 4 East, Michigan, described as follows: Beginning at the center of said Section 14 thence South 87° 26' East 526 feet to the centerline of Howell-Pinckney Road; thence South 12° 13' East 495.76 feet along the centerline of said road; thence South 23° 26' East 628.9 feet along the centerline of said road to the P. C. of a curve; thence Southerly 472.29 feet along the arc of a curve right with a central angle of 89° 38', a radius of 301.84 feet and a chord which bears South 21° 26' West 425.56 feet to the P. T. of said curve; thence South 66° 13' West 603.08 feet along the centerline of said road; thence South 67° 48' West 206.4 feet along the centerline of said road to the North and South quarter line of said Section 14; thence North 0° 35' East 1,802.83 feet along the North and South quarter line of said Section 14 to the point of beginning. Subject to the right of way of Howell-Pinckney Road.

Tax Identification Number: 14-14-400-009

Subject to highway easements.

Subject to other easements and restrictions as of record, if any.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as

LIBER 1702 PAGE 0884

REC'D JUN 17 12 06 PM '93

RECORDED

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX LIENS or TAXES held by the state or any political subdivision thereof against the within and to be paid for the year previous to the date of this instrument, or against on the records in this office except as stated.
Doreen H. Hooley, Treasurer
Sec. 135 Act 206, 1993 as Amended
Taxes not examined.

LAW OFFICES OF
✓ PETER B. VAN WINKLE, P.C.
105 EAST GRAND RIVER
HOWELL, MICHIGAN 48843

(517) 546-2680

RECYCLED PAPER

AFFIDAVIT

LIBER 1702 PAGE 0885

herein described, with the appurtenances, unto the said Party of the Second Part and to its successors and assigns, FOREVER. And the said Party of the First Part, for himself, his heirs, executors, administrators and personal representatives and assigns, does covenant, grant, bargain and agree to and with said Party of the Second Part, its successors and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple: that they are free from all incumbrances whatever:

Except such as may have accrued since April 11, 1990, by or through the acts, negligence or omissions of parties other than Party of the First Part,

and that he will and his heirs, executors, administrators and personal representatives shall Warrant and Defend the same against all lawful claims whatsoever, except as above noted.

When applicable, pronouns and relative words shall be read as plural, feminine and neuter.

In Witness Whereof, The said Party of the First Part has set his hand the day and year first above written.

Signed, sealed and delivered in the presence of:

Peter B. Van Winkle
Peter B. Van Winkle

Harry Malynowsky
HARRY MALYNOWSKY

Donna M. Wade
Donna M. Wade

STATE OF MICHIGAN }
COUNTY OF LIVINGSTON } ss.

On this 10th day of June, 1993, before me, a Notary Public in and for said County, personally appeared HARRY MALYNOWSKY, a single man, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.

Donna M. Wade
Donna M. Wade
Notary Public
Livingston County, Michigan
My Commission Expires:
August 13, 1994

DRAFTED BY:
Peter B. Van Winkle
105 East Grand River
Howell, Michigan 48843

LAW OFFICES OF
PETER B.
VAN WINKLE, P.C.
105 EAST GRAND RIVER
HOWELL, MICHIGAN 48843
(517) 546-2680



EXHIBIT C



TWO-WAY COLLAPSIBLE BOLLARD 36" (2436)

Specifications

Bollard Height 36"

[REQUEST A QUOTE](#)

 [SPEC SHEET](#)

 [BUYER'S GUIDE](#)

Description

Benefits

Features

These 36" two-way collapsible traffic bollards can help address several common traffic control issues in a variety of applications. There are many areas where traffic needs to be kept out as pedestrians are likely present. Trail access points, fire lane access roads and utility access roads that occur in public parks, forest preserves and schools are just a few examples. While there is typically a need to keep traffic out of these areas for the majority of the time, access is required from time to time. Maintenance and utility crews as well as emergency personnel need to have a reliable way to access these areas.

One solution to this are retractable safety barriers that allows access with the simple removal of a padlock and lock pin, allowing the bollard to be lowered and straddled by an authorized vehicle. When in the upright position the collapsible post offers a visual deterrent and warning to vehicles to keep out of an area, helping to protect unknowing pedestrians. Further, it is very visible to help ensure pedestrians don't run into it. In instances where multiple agencies will need access to a given area, the 36" two-way collapsible traffic bollard can be modified to utilize a lock pin that accommodates multiple users.

Collapsible bollard units shouldn't be used where a flush surface is required during removal. A flush surface may be required when the retractable safety barriers will be in the down position for extended periods of time as it can become a trip hazard. In areas that will be snow plowed, a removable bollard with a flush surface would be preferred as the collapsible base can be damaged or destroyed by a plow unknowingly striking it.

The Bollard Warehouse 2436 offers a relatively light bollard making accessing an area by authorized personnel easier, while at the same time offering a strong visual deterrent when in place. This folding parking bollard is manufactured and finished in the US.

Description

Benefits

Features

- Available in 36" height ONLY
- Manufactured from 1/4" steel tube in 2" x 4" x 36"
- 4" clearance height in down position
- Reflective hazard labels included
- 3/4" x 6" hot dipped galvanized hinge pin and hot dipped galvanized lock pin standard with product
- Base plate accepts 3/4" anchors

Prices include delivery to any location in the contiguous U.S.