

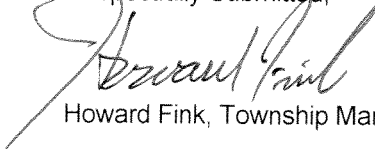
Memo

To: Northfield Township Board
From: Howard Fink
Date: 8/18/2016
Re: Van Curler Property

Dear Township Board,

Attached is a title commitment regarding the Van Curler Survey. As we discussed at the last meeting, it was our belief that the easement running down the middle of the property would be cleared up eventually. That is reflected in the title commitment and a copy of the deed, and legal description of the original easement which provides proof is attached. This should fulfill all the contingencies the board had. It is now purely a "business" decision if you wish to proceed to closing.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Howard Fink", written in black ink.

Howard Fink, Township Manager



Date: August 17, 2016

Re: Commitment # 109220
Property Address: V/L Main St.
Purchaser: Township of Northfield
Seller: Whitmore Lake Properties, LLC

The revised commitment has been issued to reflect the following changes:

- Name(s)
- Amount(s) of Insurance
- Premium Amount(s)
- Effective Date
- Legal Description
- Schedule BI - Requirements
- Property Tax Information
- Schedule BII - Exceptions
- New Lender:
- Other:

Please contact our office should you have any questions.

825 Victors Way, Suite 100
Ann Arbor, Michigan 48108
Tel: (734) 996-0036
Fax: (734) 662-9604

(109220.PFD/109220/8)

**American Title Company of Washtenaw
Commitment for Title Insurance
Issued for Stewart Title Guaranty Company**

Commitment Number: 109220, REVISION 1

SCHEDULE A

1. Effective Date: August 5, 2016 at 05:00 PM
2. Policy or Policies to be issued: Policy Amount
 - (a) X Owner's Policy \$ 329,500.00
Proposed Insured:
Township of Northfield, a Michigan municipal corporation
 - (b) Loan Policy
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Whitmore Lake Properties, LLC, a Michigan limited liability company
5. The land referred to in the Commitment is described as follows:
SEE SCHEDULE C ATTACHED HERETO

American Title Company of Washtenaw

By: 

Authorized Signatory

Examined By: K. Zabel

Stewart Title Guaranty Company

Commitment Number: 109220, REVISION 1

**SCHEDULE B - SECTION I
REQUIREMENTS**

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered, and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
5. Submit to the insurer a copy of the Operating Agreement of Whitmore Lake Properties, LLC, a Michigan Limited Liability Company. Further requirements may be made upon review of the Operating Agreement.
6. Payment of taxes recited on Schedule B - Section II, or same to be shown on final policy.
7. Record Deed from Whitmore Lake Properties, LLC, a Michigan limited liability company to Township of Northfield, a Michigan municipal corporation.
8. Submit to the insurer a satisfactory survey of the property to be insured with a certification that the historical description contained herein is the same as the surveyed description with no gaps or encroachments.

Stewart Title Guaranty Company

Commitment Number: 109220, REVISION 1

**SCHEDULE B - SECTION II
EXCEPTIONS**

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:

1. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
2. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
3. Rights or claims of parties in possession.
4. Roads, ways, streams or easements, if any not shown of record, riparian rights and the title to any filled-in lands.
5. 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.
6. Subject to visible easements.
7. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
8. Terms, conditions and provisions of Affidavit as set forth in Liber 1558, Page 528, Washtenaw County Records. (as to Parcel 2)
9. Building and use restrictions contained in instrument(s) recorded in Liber 156, Page 480, Washtenaw County Records, but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. The mortgage policy to be issued, if any, will insure against loss or damage as a result of any existing violations of said building and use restrictions. (as to Parcel 4)
10. Right of Way in favor of Township of Northfield, as recorded in Liber 1149, Page 122, Washtenaw County Records. (as to Parcels 5,6, and 7)
11. Rights of the public or any governmental unit in any part of subject property taken, deeded, or used for street, road, or highway purposes.
12. Fence encroachments and parties in possession as shown on Atwell survey dated December 20,

SCHEDULE B - SECTION II
EXCEPTIONS
(Continued)

Commitment Number: 109220, REVISION 1

2010, Job No. 10002507.

13. Parcel I.D. No. B -02-05-253-001
2016 summer taxes DUE in the amount of \$234.75, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$1,039.32.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$36,700.00
14. Parcel I.D. No. B -02-05-253-002
2016 summer taxes DUE in the amount of \$326.68, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$1,446.38.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$38,900.00
15. Parcel I.D. No. B -02-05-253-003
2016 summer taxes DUE in the amount of \$376.84, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$1,668.38.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$36,000.00
16. Parcel I.D. No. B -02-06-105-013
2016 summer taxes DUE in the amount of \$384.41, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$1,701.98.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$36,600.00
17. Parcel I.D. No. B -02-06-105-004
2016 summer taxes DUE in the amount of \$200.53, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$887.85.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$71,500.00

SCHEDULE B - SECTION II
EXCEPTIONS
(Continued)

Commitment Number: 109220, REVISION 1

18. Parcel I.D. No. B -02-06-105-022
2016 summer taxes DUE in the amount of \$469.32, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$2,077.85.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$82,900.00

19. Parcel I.D. No. B -02-06-105-009
2016 summer taxes paid in the amount of \$2,322.29, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$10,706.19, which includes \$378.80 for Whitmore Lake Improvement, and \$41.33 for Whitmore Lake Level.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$888,600.00

Stewart Title Guaranty Company

Commitment Number: 109220, REVISION 1

Reference: V/L Main St., Whitmore Lake, MI 48189

**SCHEDULE C
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Land in the Township of Northfield, County of Washtenaw, Michigan, described as:

Parcel 1

Beginning at a stake bearing South 42°15' East, 26 rods and 21 links from the Northeast corner of the Whitmore Lake House, the bearing point being 7 links in front of said corner, thence North 42°15' West 4 rods; thence South 47°45' West, 9 rods and 8 links; thence South 2 ½° East, 5 rods and 6 links; thence North 47°45' East 12 ½ rods and 4 links to the PLACE OF BEGINNING, being a part of the Southwest one-quarter of the Northwest one-quarter of Section 5, Town 1 South, Range 6 East.

Parcel 2

That part of the Northwest ¼ of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan described as commencing at a point on the West line of said section located North 01°32'30" West 107.58 feet from the West ¼ corner of Section 5 (said point also lying on the centerline of Barker Road) and running thence North 48°30' East 356.0 feet along the centerline of Barker Road; thence North 41°29'05" West 194.39 feet; thence North 41°37'25" West 66.97 feet to an old metal stake for a POINT OF BEGINNING; thence North 48°29'30" East 132.54 feet to an old metal stake; thence North 41°39'50" West 66.22 feet to a chisel mark in a concrete sidewalk; thence South 49°48'15" West along an existing fence 208.11 feet to a metal stake; thence South 00°57'55" East 83.50 feet along a very old fence; and thence North 51°48'50" East 130.17 feet to the POINT OF BEGINNING. Being subject to any rights of the public over the Easterly portion thereof for Whitmore Lake Road (Old US Highway 23).

Parcel 3

A part of the Northwest ¼ of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan described as commencing at a point on the West line of said Section located North 01°32'30" West 107.58 feet from the West ¼ corner of Section 5 (said point also lying on the centerline of Barker Road) and running thence North 48°30' East 356.0 feet along the centerline of Barker Road; thence North 41°29'05" West 194.39 feet to a POINT OF BEGINNING at an old metal stake; thence North 41°37'25" West 66.97 feet to an existing old metal stake; thence North 48°29'30" East 132.54 feet to an old metal stake; thence South 41°29'50" East 66.03 feet to an old metal stake; and thence South 48°05'15" West 132.59 feet to the POINT OF BEGINNING. Also described as: Commencing at the West ¼ Post of Section 5, thence North 2°30' West 1.63 chains in the West line of said section; thence North 47°45' East 7.33 chains; thence North 42°15' West 3 chains for a PLACE OF BEGINNING; thence North 42°15' West 4 rods; thence South 47°45' West 8 rods; thence South 42°15' East 4 rods; thence North 47°45' East 8 rods to the PLACE OF BEGINNING. Being a part of the Northwest fractional ¼ of Section 5, Town 1 South, Range 6 East, Michigan.

Parcel 4

SCHEDULE C
(Continued)

Commitment Number: 109220, REVISION 1

Commencing on the North line of Babcock St. (now Barker Road), in the Village of Whitmore Lake at a point 250 feet, West measured at right angles to the East line of Section 6, Town 1 South, Range 6 East, thence North parallel with said section line 170 feet; thence West 50 feet; thence South 170 feet; thence East along the said North line of Babcock St. (now Barker Road), to the PLACE OF BEGINNING, being a part of the East ½ of the Northeast 1/2, Section 6, Town 1 South, Range 6 East.

Parcel 5

Commencing at the East ¼ corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said section 1279 feet; thence deflecting 90°00' to the left parallel to the East and West ¼ line of said Section 6, 608.89 feet for a PLACE OF BEGINNING; thence deflecting 90°00' to the right 436 feet more or less; thence deflecting 90°00' to the left 207 feet more or less to the Easterly line of the relocated US-23 highway; thence Southwesterly along said Easterly line 450 feet more and less in the arc of a circular curve concave to the Southeast, radius 3694.83 feet to a point which is West of the PLACE OF BEGINNING; thence East 330 feet more or less to the PLACE OF BEGINNING; being a part of the Northeast ¼ of said Section 6.

Parcel 6

Commencing at the East ¼ corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence North 02°04'05" West 625.05 feet along the East line of said Section 6; thence South 48°35'40" West 66.22 feet; thence North 41°24'40" West 320.00 feet to the POINT OF BEGINNING; thence South 48°35'40" West 93.40 feet; thence North 57°10'43" West 150.00 feet; thence North 06°59'52" East 140.50 feet; thence North 68°37'20" East 325.79 feet; thence Southeasterly 134.00 feet along the West right of way line of Main Street (66 feet wide) and the arc of a circular curve concave to the Northeast, radius 584.84 feet, central angle 13°07'40" chord South 21°55'21" East 133.71 feet; thence South 48°35'40" West 232.38 feet to the POINT OF BEGINNING, being a part of the Northeast ¼ of Section 6, Town 1 South, Range 6 East.

Parcel 7

Commencing at the East ¼ corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said Section 6, 628.32 feet for a PLACE OF BEGINNING; thence deflecting 129°45' to the left 66.22 feet; thence deflecting 90°00' to the right 320.0 feet; thence deflecting 90°00' to the right to the water's edge of Whitmore Lake; thence Northerly along said water's edge to a point which is 650.68 feet North of the PLACE OF BEGINNING; thence West to a point on the East line of said Section 6 which is 650.68 feet North of the PLACE OF BEGINNING; thence continuing West on a line parallel to the East and West ¼ line of said section 919 feet more or less to the Easterly line of the relocated US-23 highway; thence Southerly along said Easterly line 450 feet more or less in the arc of a circular curve concave to the East radius 3669.83 feet to a point where said Easterly line intersects the Northeasterly line of the Toledo & Ann Arbor Railroad right-of-way; thence Northeasterly along said railroad right-of-way 10 feet more or less; thence deflecting 90°00' to the right and continuing along said railroad right-of-way 809 feet; thence

SCHEDULE C
(Continued)

Commitment Number: 109220, REVISION 1

deflecting $52^{\circ}43'30''$ to the left 397.96 feet; thence Northeasterly 132.26 feet to a point on the East line of said section 338.55 feet South of the PLACE OF BEGINNING; thence along said East line deflecting $49^{\circ}03'$ to the left 338.55 feet to the PLACE OF BEGINNING; being part of the Northwest $\frac{1}{4}$ of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, and the Northeast $\frac{1}{4}$ of said Section 6; also subject to the rights of the public over a parcel of land 66.0 feet in width thereof as occupied by old US-23 highway, of which the Easterly and Westerly line are 33.0 feet (measured at right angles) and parallel to the survey centerline of said old US-23 highway, being described as follows: Commencing at the East $\frac{1}{4}$ corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly 1279 feet along the East line of said section; thence Westerly on a line parallel to the East and West $\frac{1}{4}$ line of said section 108.9 feet to the centerline of Old US-23 highway and the PLACE OF BEGINNING; thence Southerly deflecting $96^{\circ}08'$ to the left 94.77 feet along said centerline; thence Southeasterly 335.35 feet in the arc of a circular curve concave to the Northeast; radius 574.41 feet, chord deflects $16^{\circ}43'30''$ to the left 330.61 feet for a PLACE OF ENDING; being in the Northwest $\frac{1}{4}$ of Section 5, Town 1 South, Range 6 East, Northfield Township, and the Northeast $\frac{1}{4}$ of said Section 6.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas 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 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.


This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


Authorized Countersignature





Senior Chairman of the Board


Chairman of the Board

American Title Company
Company Name




President

Ann Arbor, Michigan
City, State

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 or 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.
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 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/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



American Title

INVOICE

Billed To:
Colliers International
617 Detroit St., Suite. 100
Ann Arbor, MI 48104

Invoice Date: August 17, 2016
Our File Number: 109220
Invoice Number: 49491

Property:
V/L Main St.
Whitmore Lake, MI 48189

Buyer: Township of Northfield
Seller: Whitmore Lake Properties, LLC

DESCRIPTION

Owners Policy

Coverage	\$ 329,500.00
Premium	\$ 1,477.85

All available credits have been applied to this premium.

Mortgage Policy

Coverage	N/A
Premium	N/A

825 Victors Way, Suite 100
Ann Arbor, Michigan 48108
Tel: (734) 996-0036
Fax: (734) 662-9604

(109220.PFD/109220/8)



American Title

Property Address: V/L Main St.
Re: Township of Northfield
Loan Number:

Date Issued: 08/17/16
File Number: 109220
Invoice Number: 49491

PLEASE DELIVER COPIES TO

[] Colliers International
617 Detroit St., Suite. 100
Ann Arbor, MI 48104
Attn: Jim Chaconas - jim.chaconas@colliers.com
Debi Maghes - debi.maghes@colliers.com

[]

Attn: Bradford Maynes - maynes@peblaw.net

[] DeLoof, Hopper, Dever & Wright, PLLC
301 N. Main St., Suite 250
Ann Arbor, MI 48104
Attn: Dan Dever - dad@dhdwlaw.com

825 Victors Way, Suite 100
Ann Arbor, Michigan 48108
Tel: (734) 996-0036
Fax: (734) 662-9604

(109220.PFD/109220/8)

2807 309

55491 0



WARRANTY DEED CORPORATION - State of Michigan
C.L. 1948, 565.151 M.S.A. 26.571
Furnished by AMERICAN TITLE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIRST OF AMERICA BANK-ANN ARBOR, a Michigan Banking Corporation

whose address is 101 South Main Street, Ann Arbor, MI 48107

Conveys and Warrants to DONALD E. VAN CURLER and CAROL A. VAN CURLER, husband and wife

whose address is 2008 Hogback Road, Ann Arbor, MI 48105

the following described premises situated in the Township of Northfield
County of Washtenaw and State of Michigan, to-wit:

See attached Exhibit A

RECORDED
WASHTENAW COUNTY, MI
JUN 23 9 05 AM '93
COUNTY CLERK

for the full consideration of Seventy-Two Thousand Five Hundred and 00/100 Dollars (\$72,500.00)

TITLE INSURANCE - ESCROWS

TITLE INSURANCE - ESCROWS

subject to

Dated this 21st day of June 19 93

Witness:
Kristina L. Doyle
Kristina L. Doyle
George R. Thorne
George R. Thorne

Signed and Sealed:
FIRST OF AMERICA BANK-ANN ARBOR (L.S.)
By *George R. Thorne*
George R. Thorne
In Senior Vice President

STATE OF MICHIGAN
COUNTY OF Washtenaw

21st day of June 1993

The foregoing instrument was acknowledged before me this (1) by George R. Thorne (2) Senior Vice President (3) of First of America Bank-Ann Arbor (4) a Michigan Banking Corporation on behalf of the said corporation.

My commission expires KRISTINA L. DOYLE
NOTARY PUBLIC - WASHTENAW CO., MICH.
MY COMMISSION EXPIRES 02-12-97
Kristina L. Doyle
Notary Public: County, Michigan

Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of incorporation

Instrument Drafted by Robert B. Foster

Business Address 121 W. Washington, Ste. 400, Ann Arbor, MI

County Treasurer's Certificate
Washtenaw County Treasurer
Tax Certificate No. 54767 ma

MICHIGAN REAL ESTATE TRANSFER TAX
Dept. of Treasury
79.75

Recording fee
State Transfer Tax

When recorded return to Grantees

Tax Parcel # 02-06-105-022

Send subsequent tax bills to

1

DESCRIPTION OF REAL ESTATE

Land in the Township of Northfield, Washtenaw County, Michigan, described as:

Commencing at the east 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence north 02°04'05" west 625.05 feet along the east line of said Section 6; thence south 48°35'40" west 66.22 feet; thence north 41°24'40" west 320.00 feet to the point of beginning; thence south 48°35'40" west 93.40 feet; thence north 57°10'43" west 150.00 feet; thence north 06°59'52" east 140.50 feet; thence north 68°37'20" east 325.79 feet; thence southeasterly 134.00 feet along the west right of way line of Main Street (66 feet wide) and the arc of a circular curve concave to the northeast, radius 584.84 feet, central angle 13°07'40" chord south 21°55'21" east 133.71 feet; thence south 48°35'40" west 232.38 feet to the point of beginning, being a part of the northeast 1/4 of Section 6, Town 1 South, Range 6 East.

Together with a 66.00 foot wide easement for ingress and egress and the installation and maintenance of public utilities, said easement described as follows:

Commencing at the east 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence north 02°04'05" west 625.05 feet along the east line of said Section 6; thence east 48°35'40" west 66.22 feet; thence north 41°24'40" west 320.00 feet; thence south 48°35'40" west 93.40 feet; thence north 57°10'43" west 150.00 feet; thence north 06°59'52" east 140.50 feet to the point of beginning; thence north 21°32'40" west 66.00 feet; thence north 68°37'20" east 336.79 feet; thence southeasterly 66.92 feet along the west right-of-way line of Main Street (66 feet wide) and the arc of a circular curve concave to the northeast radius 584.84 feet, central angle 6°33'20" chord south 12°04'52" east 66.88 feet; thence south 68°37'20" west 325.79 feet to the point of beginning of said easement.

WARRANTY DEED-CORPORATION-
CL. 1948, 565.151

M.S.A. 26.571

Furnished by AMERICAN TITLE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That WHITMORE PROPERTY CO., a/k/a
WHITMORE PROPERTY COMPANY, a Michigan corporation

whose address is 92 Common Street, Watertown, Massachusetts 02172

Conveys and Warrants to DONALD E. VAN CURLER, a married man

whose address is 2004 Hogback Road, Ann Arbor, Michigan 48104

the following described premises situated in the Township of Northfield
County of Washtenaw and State of Michigan, to-wit:

See Exhibit A, attached.

RECORDED
WASHTENAW COUNTY, MI
APR 2 2 33 PM '85
ROBERT M. HARRISON
COUNTY CLERK/REGISTER

RECORDED
WASHTENAW COUNTY, MI
APR 2 2 33 PM '85
ROBERT M. HARRISON
COUNTY CLERK/REGISTER

for the full consideration of One dollar (\$1.00) and other valuable consideration
subject to easements and restrictions of record

Dated this 26th day of March 19 85

Witnesses:

Signed and Sealed:

Gail C. Miller
Gail C. Miller

WHITMORE PROPERTY CO., a/k/a
WHITMORE PROPERTY COMPANY (L.S.)

Marc A. Reardon
Marc A. Reardon

By Emily Isberg Reardon
EMILY ISBERG REARDON

Its President

STATE OF MICHIGAN
COUNTY OF SUFFOLK

Its 26th day of March 1985

The foregoing instrument was acknowledged before me this

(1) by* EMILY ISBERG REARDON (2)
WHITMORE PROPERTY CO.

President (3) of
(4) Michigan Corporation on behalf of the said corporation.

My commission expires Jan. 16, 1992

John M Morrissey
Notary Public SUFFOLK COUNTY, MI

Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of incorporation

* Type name of Grantor

Instrument Drafted by Warren J. Widmayer

Business Address 500 City Center Building
Ann Arbor, Michigan 48104

County Treasurer's Certificate

City Treasurer's Certificate

THE 1984 RETURN ROLL IS NOT
YET AVAILABLE FOR EXAMINATION.
WASHTENAW COUNTY TREASURER

Washtenaw County Treasurer
Tax Certificate No. 9365 ab

Recording Fee

When recorded return to Grantee

State Transfer Tax T.T.O.P.

Send subsequent tax bills

to Grantee

Tax Parcel # B02 06 105 004
105 009

EXHIBIT A

PARCEL A

Commencing at the east 1/4 corner of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence northerly along the east line of said section 1279 feet; thence deflecting 90°00' to the left parallel to the east and west 1/4 line of said Section 6, 608.89 feet for a Place of Beginning; thence deflecting 90°00' to the right 436 feet more or less; thence deflecting 90°00' to the left 207 feet more or less to the easterly line of the relocated US-23 highway; thence southwesterly along said easterly line 450 feet more and less in the arc of a circular curve concave to the southeast, radius 3694.83 feet to a point which is west of the Place of Beginning; thence east 330 feet more or less to the Place of Beginning; being a part of the northeast 1/4 of said Section 6.

PARCEL B

Commencing at the east 1/4 corner of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence northerly along the east line of said Section 6, 628.32 feet for a Place of Beginning; thence deflecting 129°45' to the left 66.22 feet; thence deflecting 90°00' to the right 320.0 feet; thence deflecting 90°00' to the right to the water's edge of Whitmore Lake; thence northerly along said water's edge to a point which is 650.68 feet north of the Place of Beginning; thence west to a point on the east line of said Section 6 which is 650.68 feet north of the Place of Beginning; thence continuing west on a line parallel to the east and west 1/4 line of said section 919 feet more or less to the easterly line of the relocated US-23 highway; thence southerly along said easterly line 450 feet more or less in the arc of a circular curve concave to the east radius 3669.83 feet to a point where said easterly line intersects the northeasterly line of the Toledo & Ann Arbor Railroad right-of-way; thence northeasterly along said railroad right-of-way 10 feet more or less; thence deflecting 90°00' to the right and continuing along said railroad right-of-way 809 feet; thence deflecting 52°43'30" to the left 397.96 feet; thence northeasterly 132.26 feet to a point on the east line of said section 338.55 feet south of the Place of Beginning; thence along said east line deflecting 49°03' to the left 338.55 feet to the Place of Beginning; being part of the northwest 1/4 of Section 5, T1S, R6E, Northfield Township, Washtenaw County, Michigan, and the northeast 1/4 of said Section 6; also subject to the rights of the public over a parcel of land 66.0 feet in width thereof as occupied by old US-23 highway, of which the easterly and westerly line are 33.0 feet (measured at right angles) and parallel to the survey centerline of said old US-23 highway, being described as follows: Commencing at the east 1/4 corner of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence northerly 1279 feet along the east line of said section; thence westerly on a line parallel to the east and west 1/4 line of said section 108.9 feet to the centerline of old US-23 highway and the Place of Beginning; thence southerly deflecting 96°08' to the left 94.77 feet along said centerline; thence southeasterly 335.35 feet in the arc of a circular curve concave to the northeast; radius 574.41 feet, chord deflects 16°43'30" to the left 330.61 feet for a Place of Ending; being in the northwest 1/4 of Section 5, T1S, R6E, Northfield Township, and the northeast 1/4 of said Section 6.

Excepting from the above-described property the following:

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EXHIBIT A, CONTINUED

Commencing at the E 1/4 corner of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence N 02°04'05" W 625.05 feet along the east line of said Section 6; thence S 48°35'40" W 66.22 feet; thence N 41°24'40" W 320.00 feet to the POINT OF BEGINNING; thence S 48°35'40" W 93.40 feet; thence N 57°10'43" W 150.00 feet; thence N 06°59'52" E 140.50 feet; thence N 68°37'20" E 325.79 feet; thence southeasterly 134.00 feet along the west right of way line of Main Street (66 feet wide) and the arc of a circular curve concave to the northeast, radius 584.84 feet, central angle 13°07'40" chord S 21°55'21" E 133.71 feet; thence S 48°35'40" W 232.38 feet to the POINT OF BEGINNING, being a part of the NE 1/4 of Section 6, T1S, R6E.

Together with a 66.00 foot wide easement for ingress and egress and the installation and maintenance of public utilities, said easement described as follows:

Commencing at the E 1/4 corner of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence N 02°04'05" W 625.05 feet along the east line of said Section 6; thence S 48°35'40" W 66.22 feet; thence N 41°24'40" W 320.00 feet; thence S 48°35'40" W 93.40 feet; thence N 57°10'43" W 150.00 feet; thence N 06°59'52" E 140.50 feet to the POINT OF BEGINNING; thence N 21°32'40" W 66.00 feet; thence N 68°37'20" E 336.79 feet; thence southeasterly 66.92 feet along the west right-of-way line of Main Street (66 feet wide) and the arc of a circular curve concave to the northeast radius 584.84 feet, central angle 6°33'20" chord S 12°04'52" E 66.88 feet; thence S 68°37'20" W 325.79 feet to the POINT OF BEGINNING of said easement, subject to easements or restrictions of record, if any.