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**FIRST AMENDED LAKE NEPESSING BLUFFS PRIVATE ROAD,
SIDEWALK, UTILITY AND DRAINAGE MAINTENANCE AGREEMENT**

The Lake Nepessing Bluffs Private Road, Sidewalk, Utility and Drainage Maintenance Agreement originally recorded at Liber 1232 Pages 0145 et seq. is hereby amended in its entirety to state as follows to correct certain scrivener's errors and make other revisions:

This declaration is made this 10th day of December, 1999, by **Rex S. Curtiss, Jr., as Trustee of the Rex S. Curtiss, Jr. Revocable Living Trust dated April 10, 1992**, whose address is 4928 Curtiss Drive, Lapeer, Michigan 48446, (hereafter "Developer"), on behalf of the Developer and the Lake Nepessing Bluffs Homeowners Association to be formed (hereafter "Association").

WHEREAS, the Developer is the owner of all legal and equitable interests in the following property located in the Township of Elba, County of Lapeer, Michigan, (hereafter the "Development") described as:

See legal description attached hereto as Exhibits 1 and 2; and

WHEREAS, the Developer has divided the Development into parcels for the purpose of residential home sites. The Development is known as Lake Nepessing Bluffs; and

WHEREAS, Developer or his successor is or will be constructing private roads in the Development for the purpose of providing ingress and egress to the parcels and the Development will also provide easements for the purpose of providing utility services and drainage and limited sidewalks; and

WHEREAS, the purpose of this declaration is to provide roadway and utility easements through the Development so as to provide ingress and egress to and a utility easement for the owners of the parcels in the Development, to allow for utility service, a drainage easements to provide proper drainage and an easement to allow for a limited sidewalk; and

33

WHEREAS, it is also the purpose and intention of this declaration to provide for the maintenance of the roadways, utility, sidewalks and drainage easements by the owners, their heirs, executors, administrators, agents and assigns of the parcels.

NOW THEREFORE, it is declared that for the benefit of all the parcels in the Development, there are roadway, sidewalk, drainage and utility easements hereby created in the Development, such easements being described in Exhibits 3 and 4 attached hereto, together with a maintenance agreement that shall be binding on the Developer and his successors, heirs, and assigns and all future purchasers of parcels:

1. **ROAD, UTILITY, SIDEWALK AND DRAINAGE EASEMENTS.** Certain private road easements (which include a limited sidewalk), utility and drainage easements described in Exhibits 3 and 4, attached hereto, are created for the purpose of providing ingress and egress to the parcels in the Development, for the purpose of constructing and maintaining a limited sidewalk and for the purposes of constructing, operating, inspecting, maintaining, repairing, altering, replacing, and removing pipelines, mains, conduits, and other installations of a similar character for public utilities, cable TV or other installations such as facilities for conveyance of sewage, water and storm water runoff across, through and under the property described as subject to said easement, and for excavating and refilling ditches and trenches necessary for the installation and maintenance of the utility services for the benefit of the owners of the parcels. Each purchaser of the parcels in the Development acquires title to an indivisible interest to all of the above-described easements. All property in the Development is subject to the above-described easements. The private roadways shall be known as Longview Drive and Jordan Court or such other name as selected by owners of at least seventy-five percent (75%) of the lots in the Development (hereafter collectively referred to as the "Private Roads"). There is also hereby created various drainage easements which are described in the descriptions attached hereto as Exhibit 4. The financial responsibility for maintenance of the above-described easements shall be shared by all of the parcels in the Development pursuant to the terms of this Agreement.
2. **HOMEOWNERS ASSOCIATION.** There is hereby created an Association which consists of all the owners of parcels located within the Development and shall be known as the Lake Nepessing Bluffs Homeowners Association. Membership in the Association is mandatory for each property owner. The owners of each parcel shall have one (1) vote in the Association (i.e., -- one vote per parcel, regardless of the number of owners of the parcels). The Association shall annually elect a president, secretary, and treasurer, which together shall constitute the Board of Directors of the Association (hereafter "the Board"). In the event that such officers are not elected, the existing officers may serve until the new elections take place. In the event that an officer resigns during the year, the remaining officers may appoint a replacement who shall serve until a new officer is elected. Upon majority vote of the owners of

all of the lots in the Development, the Association may choose to convert the Association to a non-profit corporation which shall carry out the same functions as the Association.

- a. **ASSOCIATION MEETINGS.** Each year, during the first week of March (or such other date as a majority of the Association members shall designate), the Association members shall meet for the purpose of electing a Board of Directors (the "Board") and officers and approving a maintenance program and budget for the coming year for the road, sidewalks, utility, and drainage easement and, if available, for insurance. A landowner may vote in person or by proxy authorized in writing signed by the lot owners (or one of them). For purposes of the annual meeting and setting of the budget, it is not necessary that a majority of landowners be present in person or by proxy authorized in writing signed by the lot owners (or one of them) in order that a valid meeting be held. Questions shall be approved or disapproved by a majority of those present in person or by proxy and voting at the annual meeting or any special meeting called for purposes of this Agreement. Written notice of the time and location of the annual meetings shall be provided to all land owners of record in the Development and to any land contract purchasers of record.

Special meetings may be called with ten (10) days prior written notice to all landowners by the President of the Board or upon request of any four (4) members.

Until such time as seventy-five (75%) percent of the lots in the Development have been sold or sooner if the Developer so chooses, the Developer shall exercise all the powers and duties of the Association and its Board. However, all landowners are entitled to attend the annual meeting and give input into the setting of the forthcoming budget. The Developer may from time to time designate an agent for the purpose of maintaining and enforcing this Agreement. Appropriate written notice of such designation, or any other written notice permitted or required by this Agreement, shall be addressed by ordinary mail to each landowner of record and to each purchaser under any executory land contract.

The Developer may at any time assign and convey all or part of his rights, powers, privileges and duties, which are reserved to it in this Agreement, to the Association, and upon the execution and filing of the appropriate instruments of assignment, the Association shall thereupon have and exercise all the rights, powers, privileges and duties so assigned by this document to the Developer, and upon assigning and conveying such rights, powers, privileges and duties, Developer shall be fully released and discharged from further obligations and responsibilities in connection therewith.

- b. **DUTIES: GENERALLY.** The purpose of the Homeowners Association is to manage the easements for private roads, sidewalks, utilities, and drainage in the Development and matters incidental thereto for the benefit of all owners and to enforce these restrictions and any by-laws, rules or regulations the Association may adopt. Adoption of by-laws, rules or regulations shall require the affirmative vote of those owning a majority of the lots in the Development at an annual meeting or a special meeting called for that purpose.
- c. **BUDGET.** The Board shall be responsible for drafting a proposed budget for maintenance and repair for the coming year.
- d. **MAINTENANCE AND REPAIR WORK.** The President of the Board shall arrange for such maintenance and repair work as has been approved by the Association. All bills for approved work shall be paid by the treasurer after approval by the officer designated for this purpose by the officers. The budget may include a reserve for future capital expenditures. The Board may authorize above-budget expenditures for emergency maintenance and repairs where the failure to do so would result in a significant threat to health, human safety, or a serious risk of substantial financial loss to the Association.
- e. **EXTRAORDINARY REPAIRS.** Any deficiencies in the fund for extraordinary costs or repairs and maintenance to the Private Roads and the utility and drainage easements shall be covered and payment made by the owners on demand in the same proportion as the yearly contribution to the fund is made. Delinquent payments may be collected under the same procedures specified for annual assessments.
- f. **ASSESSMENT.** Each landowner shall pay an annual assessment equal to his proportional share of the budget approved by the Association, however, in no event shall the assessment be less than \$300 each year. The proportion of the budget paid by each landowner shall be equal to the proportion of the total number of parcels of land which each landowner owns to the total number of parcels in the Development.
- g. **ASSESSMENT COLLECTION.** All assessment payments shall be made payable to the treasurer of the Association. Payment is due thirty (30) days after the assessment is mailed. The treasurer shall place all funds collected in the Association account at the banking institution selected periodically by the Board.
- h. **FAILURE TO PAY ASSESSMENT.** If any landowner is in default for any assessment payment of thirty (30) or more days, the Association may bring suit to collect the assessment, together with any costs of collection.

Additionally, the Association may file a lien against the land in the public records and foreclose the lien in the same manner as the enforcement and foreclosure of mortgages in Michigan.

- i. **REMEDIES.** By acceptance of title, each landowner vests in the Association the right and power to take any legal action which it may deem necessary or advisable to enforce this Agreement or any of its rules or regulations. Upon violation of any restriction or breach of any covenant, the Association may enforce it by a suit for money judgment, by foreclosing of the lien securing payment, or by an action in equity seeking a mandatory injunction. If a landowner is found to be in violation of any of these restrictions, covenants, or any duly adopted rules or regulations of the Associations, the violator agrees to pay the reasonable attorney fees and other costs incurred by the Association in such enforcement action and authorizes the court to enter an order requiring the violator to so pay.

If a landowner makes any payment of any amount less than that due hereunder, the Association may accept the amount as a payment on account without waiver of any remedy otherwise available to it. The Association is not bound by any "paid in full" notation or other notation on any check involving such payment.

In addition to all other remedies, the Association may enter upon the land as to which such violation that may exist contrary to the intent and provisions of this Agreement and the Association is not thereby liable for trespass, abatement, removal or in any other manner.

Failure of the Association to complain of any acts or omission on the part of landowner, no matter how long the same may continue, is not a waiver by it of any of its rights under this Agreement. Any and all rights and remedies the Association has under this Agreement or by operation of law upon any violation are separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by the Association or not, are to the exclusion of any other, and any two or more of all such rights and remedies may be exercised at the same time.

3. **PRIVATE ROADS/EASEMENTS.** The Private Roads in the Development may be used only for ingress and egress. No off-road vehicles or racing vehicles are permitted to use the Private Roads. The Private Roads shall be constructed so as to comply with any applicable duly erected ordinances of the Township and the approach way shall comply with the standards of the County Road Commission. The owners of lots comprising seventy-five (75%) percent of the lots in the Development may authorize the dedication of some or all of the Private Roads in the Development to the public.

4. **INSURANCE AND HOLD HARMLESS PROVISIONS:**

- a. If insurance is available, the Association shall insure its members from liability and property damage resulting from use of the easements described in Exhibits 3 and 4. The amount of insurance shall be determined by the Association.
- b. The owners of any parcels in the Development and their invitees or licensees agree to hold one another and the Association harmless from any loss or damages resulting from use of the Private Roads or other easements in the Development by the owner or their invitees or licensees.

5. **SUBSEQUENT OWNERS.** This Agreement shall run with land and shall be binding on all future landowners. Any landowner selling a parcel shall notify the purchaser of the terms of this Agreement, the fact that the purchaser will be bound by the terms of this Agreement, and that the landowner's parcel is located on a private road which need not be maintained by the Board of County Road Commissioners or the Township.

6. **AMENDMENTS.** Amendments to this Agreement may only be adopted by the agreement of those owners reflecting seventy-five percent (75%) of all lots in the Development.

7. **SEVERABILITY.** If any section, paragraph, clause or phrase of this Agreement is for any reason held invalid by a court of competent jurisdiction, it is the intent of the undersigned that such decision should not affect the validity of the remaining provisions of the Agreement, which shall be enforced as if the invalid provision did not exist.

Dated this 10th day of December, 1999.

WITNESSES:

**Developer: The Rex S. Curtiss, Jr.
Revocable Living Trust dated April 10, 1992**

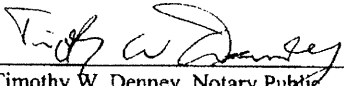
Vickie G. Alexander
Vickie G. Alexander

by: Rex S. Curtiss, Jr.
Rex S. Curtiss, Jr., Trustee

Timothy W. Denney
Timothy W. Denney

State of Michigan)
)
County of Lapeer)

On this 10th day of December, 1999, before me personally appeared **REX S. CURTISS, JR.,** as **Trustee of the Rex S. Curtiss Revocable Living Trust dated April 10, 1992**, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Timothy W. Denney, Notary Public
Lapeer County, Michigan
Commission expires: 4/11/2003

Drafted by: Return to
RICKARD, DENNEY & ASSOC.
Timothy W. Denney (P39990)
350 North Court Street, Ste. 202
Lapeer, Michigan 48446
(810) 664-0750
11/04/99

EXHIBIT 1

Part of the South $\frac{1}{2}$ of Section 15 and part of the Northwest $\frac{1}{4}$ of Section 14, T7N-R9E, Elba Township, Lapeer County, Michigan, described as: Beginning at the East $\frac{1}{4}$ corner of Section 15; thence N $01^{\circ}23'04''$ W, 751.79 feet; thence N $60^{\circ}50'21''$ E, 74.48 feet; thence N $34^{\circ}41'00''$ W, 120.03 feet; thence N $01^{\circ}23'04''$ W, 10.77 feet; thence on a non tangent curve to the left, with a radius of 167.00 feet and a delta angle of $62^{\circ}09'19''$ and a chord bearing and distance of S $37^{\circ}37'36''$ W, 172.41 feet along the centerline of Longview Drive; thence on a curve to the right, with a radius of 273.00 feet and a delta angle of $36^{\circ}13'56''$ and a chord bearing and distance of S $24^{\circ}39'55''$ W, 169.78 feet along the centerline of Longview Drive; thence S $42^{\circ}46'53''$ W, 301.74 feet along the centerline of Longview Drive; thence on a curve to the left with a radius of 273.00 feet and a delta angle of $46^{\circ}38'40''$ and a chord bearing and distance of S $19^{\circ}27'34''$ W, 216.16 feet along the centerline of Longview Drive; thence on a curve to the left, with a radius of 600.00 feet and a delta angle of $44^{\circ}28'35''$ and a chord bearing and distance of S $18^{\circ}22'31''$ W, 454.15 feet along the centerline of Longview Drive; thence on a curve to the left with a radius of 500.00 feet and a delta angle of $20^{\circ}57'45''$, and a chord bearing and distance of S $30^{\circ}07'56''$ W, 181.91 feet along the centerline of Longview Drive; thence on a curve to the right with a radius of 260.00 feet and delta angle of $109^{\circ}54'53''$, and a chord bearing and distance of S $74^{\circ}36'30''$ W, 425.74 feet along the centerline of Longview Drive; thence N $50^{\circ}26'04''$ W, 64.63 feet along the centerline of Longview Drive; thence on a curve to the left, with a radius of 273.00 feet and a delta angle of $102^{\circ}23'17''$, and a chord bearing and distance of S $78^{\circ}22'17''$ W, 425.48 feet along the centerline of Longview Drive; thence N $62^{\circ}49'21''$ W, 321.49 feet; thence S $77^{\circ}40'04''$ W, 711.14 feet; thence S $80^{\circ}00'30''$ W, 1357.84 feet; thence S $00^{\circ}50'24''$ E, 1926.93 feet; thence N $89^{\circ}03'48''$ E, 1315.85 feet to the South $\frac{1}{4}$ corner of Section 15; thence N $89^{\circ}15'17''$ E, 2556.49 feet to the Southeast corner of Section 15; thence N $00^{\circ}05'12''$ E, 2677.30 feet to the point of beginning. Reserving therefrom that part used, taken or deeded for Golf Road, so-called. Containing 204.60 acres more or less.

EXHIBIT 2

Part of the South $\frac{1}{2}$ of Section 15, T7N-R9E, Elba Township, Lapeer County, Michigan, described as: Beginning at a point that is S $87^{\circ}52'05''$ W, 2570.25 feet along the East-West $\frac{1}{4}$ line of Section 15 to the interior corner of said Section from the East $\frac{1}{4}$ corner of Section 15; thence S $00^{\circ}10'43''$ E, 82.55 feet along the North-South $\frac{1}{4}$ line of Section 15; thence N $87^{\circ}52'05''$ E, 2044.88 feet; thence on a non-tangent curve to the right, radius 600.00 feet and a delta angle of $16^{\circ}44'00''$ and a chord bearing and distance of S $32^{\circ}14'48''$ W, 174.61 feet along the centerline of Longview Drive; thence along a curve to the left, radius of 500.00 feet, a delta angle of $20^{\circ}57'45''$ and a chord bearing and distance of S $30^{\circ}07'56''$ W, 181.91 feet along the centerline of Longview Drive; thence on a curve to the right, with a radius of 260.00 feet and a delta angle of $109^{\circ}54'53''$ and a chord bearing and distance of S $74^{\circ}36'30''$ W, 425.74 feet along the centerline of Longview Drive; thence N $50^{\circ}26'04''$ W, 64.63 feet along the centerline of Longview Drive; thence on a curve to the left, with a radius of 273.00 feet and a delta angle of $102^{\circ}23'17''$ and a chord bearing and distance of S $78^{\circ}22'17''$ W, 425.48 feet along the centerline of Longview Drive; thence N $62^{\circ}49'21''$ W, 321.49 feet; thence S $77^{\circ}40'04''$ W, 711.14 feet; thence S $80^{\circ}00'30''$ W, 1357.84 feet; thence N $00^{\circ}50'24''$ W, 701.25 feet; thence N $89^{\circ}38'11''$ E, 1346.08 feet along the East-West $\frac{1}{4}$ line of Section 15 to the point of beginning. Containing 33.71 acres more or less.

EXHIBIT 3**66 FOOT WIDE ROAD, SIDEWALK AND UTILITY EASEMENT**

An easement for the purpose of providing ingress and egress in the Lake Nepessing Bluffs Development, for the purpose of constructing and maintaining a paved private road, for the purpose of providing a limited sidewalk and for the purpose of constructing, operating, inspecting, maintaining, repairing, altering, replacing, and removing pipelines, mains, conduits and other installations of a similar character for public utilities, cable TV or other installations such as facilities for conveyance of sewage, water and storm water runoff, for excavating and refilling ditches and trenches necessary for the installation and maintenance of utility and similar services for the benefit of the owners of the parcels in the Lake Nepessing Bluffs Development, all such easements being across, through and under the property more specifically described below:

Part of the East ½ of Section 15 and part of the Southwest ¼ of Section 15, T7N-R9E, Elba Township, Lapeer County, Michigan, the centerline of which is described as: Beginning at a point on the East line of Section 15, that is N 01°23'04" E, 897.59 feet from the East ¼ corner of Section 15; thence on a non-tangent curve to the left with a radius of 167.00 feet, a delta angle of 62°09'19" and a chord bearing and distance of S 37°37'36" W, 172.41 feet; thence on a curve to the right, with a radius of 237.00 feet, a delta angle of 36°13'56" and a chord bearing and distance of S 24°39'55" W, 169.78 feet; thence S 42°46'53" W, 301.74 feet; thence on a curve to the left, with a radius of 273.00 feet, a delta angle of 46°38'40" and a chord bearing and distance of S 19°27'34" W, 216.16 feet; thence on a curve to the right, with a radius of 600.00 feet, a delta angle of 44°28'35" and chord bearing and distance of S 18°22'31" W, 454.13 feet; thence on a curve to the left, with a radius of 500.00 feet and a delta angle of 20°57'45" and a chord bearing and distance of S 30°07'56" W, 181.91 feet; thence on a curve to the right, with a radius of 260.00 feet and a delta angle of 109°54'53" and chord bearing and distance of S 74°36'30" W, 425.74 feet; thence N 50°26'04" W, 64.63 feet; thence on a curve to the left with a radius of 273.0 feet, a delta angle of 105°13'04", and a chord bearing and distance of S 76°57'24" W, 433.80 feet; thence on a curve to the left with a radius of 500.00 feet, a delta angle of 65°55'23" and a chord bearing and distance of S 08°36'50" E, 544.08 feet to the Point "A"; thence on a curve to the left, with a radius of 500.00 feet, a delta angle of 37°08'16" and a chord bearing and distance of S 60°08'39" E, 318.45 feet; thence on a curve to the right, with a radius of 300.00 feet, a delta angle of 104°40'13" and a chord bearing and distance of S 26°22'41" E, 474.96 feet; thence on a curve to the left, a radius of 600.00 feet, a delta angle of 27°09'07" and a chord bearing and distance of S 12°22'52" W, 281.68 feet; thence on a curve to the right, a radius of 327.00 feet, a delta angle of 52°19'31" and a chord bearing and distance S 24°58'04" W, 288.36 feet; thence on a curve to the left, a radius of 273.00 feet, a delta angle of 50°21'30" and a chord bearing and distance of S 25°57'04" W, 232.30 feet to the point of ending, said point being a turn-around with a 75 foot radius; thence beginning at Point "A"; thence S 48°31'39" W, 178.03 feet; thence on a curve to the right, a radius of 273.00 feet, a delta angle of

33°45'53" and a chord bearing and distance of S 65°24'36" W, 158.56 feet; thence on a curve to the left, a radius of 273.00 feet, a delta angle of 64°30'28" and a chord bearing and distance of S 50°02'18" W, 291.38 feet; thence on a curve to the right, a radius of 500.00 feet, a delta angle of 54°27'00" and a chord bearing and distance of S 45°00'34" W, 457.49 feet; thence on a curve to the left, a radius of 273.00 feet, a delta angle of 30°38'12" and a chord bearing and distance of S 56°54'58" W, 144.24 feet; thence on a curve to the right, a radius of 600.00 feet, a delta angle of 24°24'39" and a chord bearing and distance of S 53°48'12" W, 253.70 feet; thence on a curve to the left, a radius of 273.00 feet, a delta angle of 28°23'18" and a chord bearing and distance of S 51°48'52" W, 133.88 feet to the point of ending, said point being a turn-around with a 75.00 foot radius. Containing 10.42 acres more or less.

EXHIBIT 4**DRAINAGE EASEMENTS FOR LAKE NEPESSING BLUFFS****EASEMENT#1**

A 30 foot wide drainage easement being part of the South ½ of Section 15, T7N-R9E, Elba Township, Lapeer County Michigan, the centerline of which is described as: Beginning at a point that S 87°52'05" W, 1077.98 feet along the East-West ¼ line of Section 15 and S 03°21' 53" E, 82.52 feet from the East ¼ corner of Section 15; thence S 03° 21' 53"E, 90.23 feet; thence S 50° 26'02" W, 65.03 feet; thence S 15° 16' 00"E, 71.97 feet, thence S 82°07' 56"E, 45.74 feet; thence S 48°23'10" E, 31.80 feet to Point "A"; thence S 48°23'10" E, 71.09 feet; thence S 58° 39'49"E, 89.60 feet; thence S 38° 50'20"E, 83.80 feet; thence S 81° 00' 36" E, 98.64 feet; thence S 21°49'56"E, 144.03 feet; thence S 03° 33' 15" E, 157.00 feet; thence S 58°35' 23"E, 203.34 feet; thence N 86°30' 51" E, 125.37 feet; thence S 57°48' 00"E, 270.88 feet to the point of ending.

EASEMENT#2

A 30 foot wide drainage easement being part of the South ½ of Section 15, T7N-R9E, Elba Township, Lapeer County, Michigan, the centerline of which is described as: Beginning at Point "A", as described in Easement #1 above; thence S 54°18' 53" W, 113.15 feet; thence S 09°23' 00" W, 35.84 feet; thence S 06° 58'36"W, 89.81 feet; thence S 36°25' 06" W, 118.15 feet; thence S 72°53' 27" W, 106.41 feet, thence S 31°41'00" W, 38.68 feet; thence S 75° 12' 52" W, 52.84 feet; thence S 38° 52' 06" W, 128.35 feet; thence S 25° 04' 13" W, 138.78 feet; thence S 03° 09' 59" E, 52.30 feet; thence S 60°41' 02"E, 66.89 feet; thence S 36° 56' 49" E, 99.44 feet; thence S 12° 48' 28" E, 26.50 feet; thence S 35° 12' 36" E, 45.98 feet; thence S 13° 34' 50"E, 71.29 feet to point of ending.

EASEMENT#3

A 30 foot wide drainage easement being part of the South ½ of Section 15, T7N-R9E, Elba Township, Lapeer County, Michigan, the centerline of which is described as: Beginning at a point that is S 87° 52'05" W, 1940.30 feet along the East-West ¼ line of Section 15 and S 10°55' 12" E, 521.54 feet and S 35° 44' 55" E, 72.91 feet from the East ¼ corner of Section 15; thence N 82° 45' 51"E, 105.46 feet; thence N 89°48' 25"E, 45.76 feet to the point of ending.

EASEMENT#4

A 30 foot wide drainage easement being part of the South ½ of Section 15, T7N-R9E, Elba Township, Lapeer County, Michigan, the centerline of which is described as: Beginning at a point that is S 87°52'05" W, 1940.30 feet along the east-West ¼ line of Section 15 and S 10°55'12" E, 83.43 feet from the East 1/4 corner of Section 15, thence S 10°33'12" E, 438.86 feet; thence S 35°44'55" E, 72.91 feet; thence S 06°35'13" E, 54.34 feet; thence S 07°55'50 E, 65.78 feet to the point of ending.

EASEMENT#5

A 30 foot wide drainage easement being part of the South $\frac{1}{2}$ of Section 15, T7N-R9E, Elba Township, Lapeer County, Michigan, the centerline of which is described as: Beginning at a point that is S $87^{\circ} 52' 05''$ W, 2570.26 feet along the east-West $\frac{1}{4}$ line of Section 15 to the interior corner of said section and S $00^{\circ} 10' 43''$ E, 474.13 feet along the North-South $\frac{1}{4}$ line of Section 15 and S $80^{\circ} 00' 30''$ W, 472.94 feet from the East $\frac{1}{4}$ corner of Section 15; thence S $40^{\circ} 58' 02''$ E, 421.61 feet; thence S $14^{\circ} 45' 32''$ E, 110.88 feet; thence S $06^{\circ} 32' 02''$ W, 194.35 feet; thence S $45^{\circ} 47' 11''$ W, 184.68 feet; S $13^{\circ} 25' 38''$ E, 176.99 feet; thence S $46^{\circ} 28' 00''$ E, 195.40 feet; thence S $29^{\circ} 03' 45''$ E, 62.81 feet; thence S $11^{\circ} 51' 04''$ E, 147.00 feet; thence S $43^{\circ} 46' 53''$ E, 236.93 feet; thence S $72^{\circ} 35' 41''$ E, 62.06 feet; thence S $09^{\circ} 11' 14''$ E, 146.41 feet; thence S $79^{\circ} 28' 08''$ E, 50.78 feet; thence S $47^{\circ} 24' 30''$ E, 118.29 feet; thence S $85^{\circ} 05' 14''$ E, 108.38 feet; thence S $63^{\circ} 34' 52''$ E, 135.06 feet to Point "C"; thence S $63^{\circ} 34' 52''$ E, 97.02 feet; thence S $55^{\circ} 45' 35''$ E, 193.83 feet; thence S $55^{\circ} 46' 19''$ E, 198.02 feet to the point of ending.

EASEMENT#6

A 30 foot wide drainage easement being part of the South $\frac{1}{2}$ of Section 15, T7N-R9E, Elba Township, Lapeer County, Michigan, the centerline of which is described as: Beginning at a point Point "C"; as described in Easement #5 above; thence N $16^{\circ} 51' 44''$ E, 227.44 feet; thence N $53^{\circ} 27' 53''$ E, 349.11 feet; thence N $20^{\circ} 36' 23''$ E, 451.16 feet to the point of ending.

EASEMENT #7

A 30 foot wide drainage easement being part of the Southeast $\frac{1}{4}$ of Section 15, T7N-R9E, Elba Township, Lapeer County, Michigan, the centerline of which is described as: Beginning at a point that N $89^{\circ} 15' 17''$ W, 1256.47 feet and N $00^{\circ} 44' 43''$ W, 150.00 feet and on a curve to the right with 273.00 foot radius and a delta angle of $50^{\circ} 21' 30''$ and a chord bearing and distance of N $25^{\circ} 57' 04''$ E, 232.30 feet and on a curve to the left with a 327.00 foot radius and a delta angle of $20^{\circ} 13' 51''$ and a chord bearing and distance of N $41^{\circ} 00' 54''$ E, 114.86 feet from the south $\frac{1}{4}$ corner of Section 15; thence N $89^{\circ} 15' 17''$ E, 890.27 feet to the point of ending.