

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes / Office of Land Survey & Remonumentation
State Boundary Commission

GENERAL INSTRUCTIONS FOR THE PREPARATION OF AN
ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND
TO BE FILED WITH THE STATE BOUNDARY COMMISSION

This petition form is issued under the authority of 1968 PA 191 and the Boundary Commission Administrative Rules. Completion of this form is voluntary but failure to do so may result in rejection of your petition.

An Annexation Petition by Property Owners consists of the following parts and forms:

- PART I A map or drawing, supplied by the petitioner, clearly showing the territory proposed to be annexed, and prepared in such a way that its minimum map size is 8 ½" x 13", with a maximum size of 14" x 18." State Boundary Commission Administrative Rules No. 25 and 27 describe the content of this map or drawing. **LABEL THE MAP OR DRAWING "PART I."**
- PART II See page 2.
- PART IIa See page 3.
- PART III Refer to State Boundary Commission Administrative Rules No. 25 and 27 regarding the content of this description.
- PART IV See page 5.
- PART V See page 6.
- PART Va See page 7.
- PART VI See page 8.
- PART VII A map prepared on paper supplied by the petitioner, showing the relationship of the area proposed for annexation to the balance of the involved and adjacent units of government. The map may be of a size the petitioner chooses, and is not evaluated by the Commission in determining legal sufficiency. **LABEL THIS MAP "PART VII."**

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

The completed petition should be filed with the State Boundary Commission office in Okemos. This may be done in person between the hours of 8:00 a.m. and 5:00 p.m., or by mail, at the following:

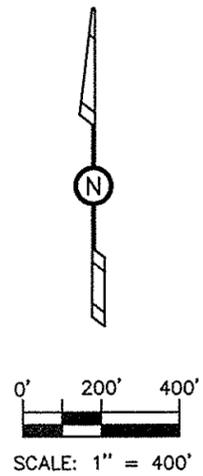
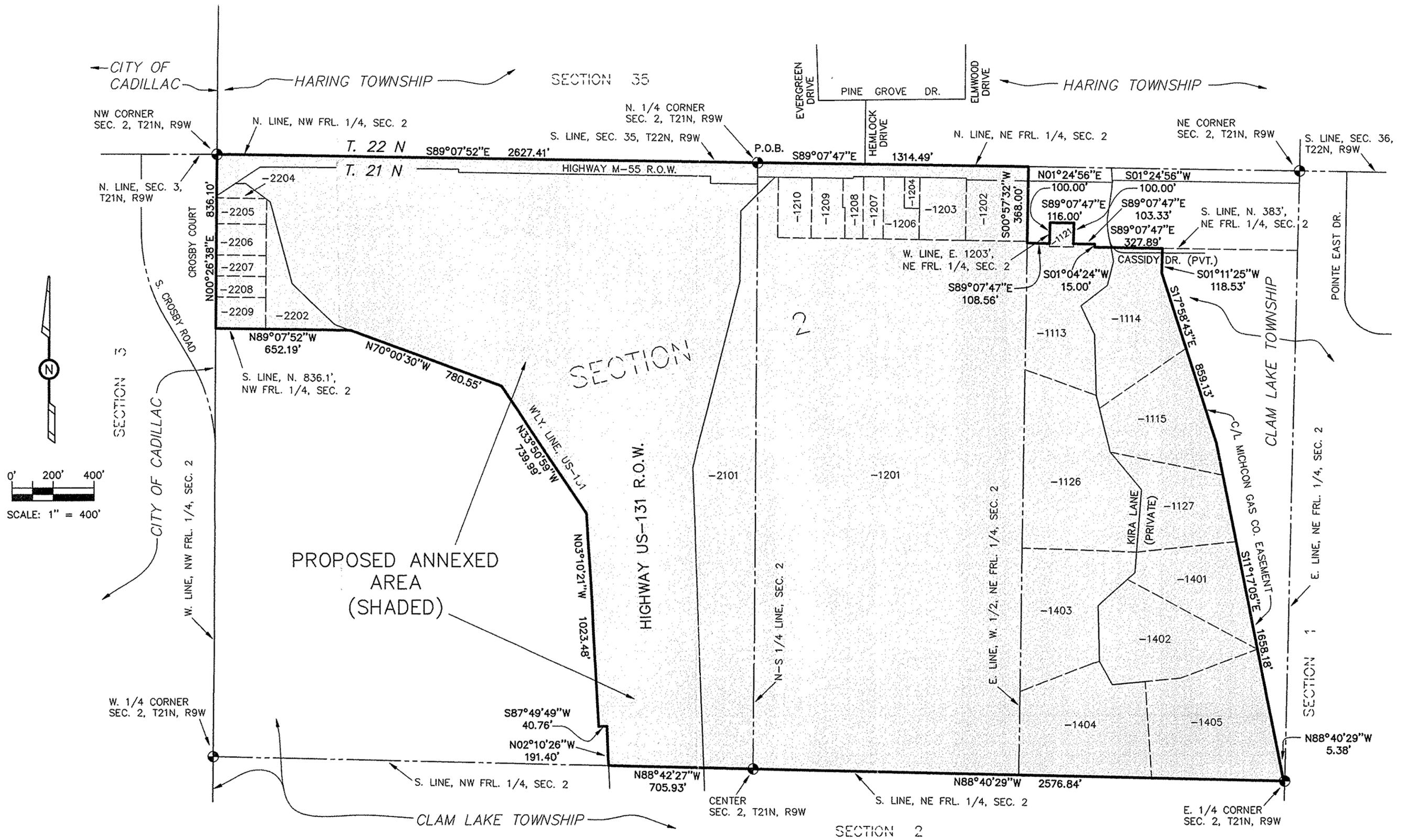
In Person at:

Bureau of Construction Codes
Office of Land Survey & Remonumentation
State Boundary Commission
2501 Woodlake Circle
Okemos, MI 48864

Mail to:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
State Boundary Commission
P.O. Box 30254
Lansing, MI 48909

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities. If you need accommodations regarding this petition, you may make your needs known to this agency by contacting the State boundary Commission office, either by telephone at 517-241-6321 or by e-mail at obrienk@michigan.gov.



PROPERTY OWNED BY PETITIONER	
PPN (PREFIX = 2109-02 FOR ALL PARCELS)	AREA
-1113, -1114, -1115, -1121, -1126, -1127, -1201, -1203, -1204, -1207, -1208, -1209, -1210, -1401, -1402, -1403, -1404, -1405,	140.49 AC.
PROPERTY NOT OWNED BY PETITIONER	
PPN (PREFIX = 2109-02 FOR ALL PARCELS)	AREA
MDOT PARCELS -2101, -2202, -2204	15.98 AC.
R.O.W US-131	72.16 AC.
R.O.W M-55	6.27 AC.
OTHER PARCELS -1202, -1206, -2205, -2206, -2207, -2208, -2209	6.41 AC.
	241.31 ACRES TOTAL

PART I

CLAM LAKE TOWNSHIP
CITY OF CADILLAC
T.21 N. - R.9 W.
WEXFORD COUNTY, MICHIGAN

ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND

PART II

WE, the undersigned* who hold record legal title to 75% or more of the area of land, exclusive of streets, as legally described in Part III, and located in

Clam Lake Township(s),
Wexford County(ies),

do petition that the territory described herein be annexed to the City of Cadillac and that this annexation be considered by the State Boundary Commission in accordance with the provisions of 1909 PA 279 and 1968 PA 191

*being all of the members of Teridee, LLC
TeriDee, LLC

James A. VanderLaan
Signature
Print

James A. VanderLaan, Trustee of the James A. VanderLaan Trust, as amended, Its member

Teri L. VanderLaan
Signature
Print

Teri L. VanderLaan, Trustee of the Teri L. VanderLaan Trust, as amended, its member

4439 West Jennings Road
Street Address

4439 West Jennings Road
Street Address

Lake City, MI 49651
City/State/Zip

Lake City, MI 49651
City/State/Zip

6-4-13
Date

6-4-13
Date

Subscribed and sworn before me, Cameron D. Ritsena
this 4th day of June, 2013
a Notary Public in and for Ottawa County, Michigan.
Signature of Notary Public: Cameron D. Ritsena
My Commission expires: April 3, 2019

Subscribed and sworn before me, Cameron D. Ritsena
this 4th day of June, 2013
a Notary Public in and for Ottawa County, Michigan.
Signature of Notary Public: Cameron D. Ritsena
My Commission expires: April 3, 2019

John F. Koetje
Signature
Print

John F. Koetje, Trustee of the John F. Koetje Trust, as amended, its member
1860 R.W. Berends Drive, SW
Street Address
Wyoming, MI 49519
City/State/Zip

June 4 2013
Date

Delia Koetje
Signature
Print

Delia Koetje, Trustee of the Delia Koetje Trust, as amended, its member
1860 R.W. Berends Drive, SW
Street Address
Wyoming, MI 49519
City/State/Zip

June 4 2013
Date

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Clam Lake Township(s),
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Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 02

STATE BOUNDARY COMMISSION

John F. Koetje
Signature
John F. Koetje, Trustee of the John F. Koetje Trust u/a/d 5-14-1987, as amended
Print

1860 R.W. Berends Drive, SW
Street Address

Wyoming, MI 49519
City/State/Zip

June 4 2013
Date

Delia Koetje
Signature
Delia Koetje, Trustee of the Delia Koetje Trust u/a/d 5-14-1987, as amended
Print

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Street Address

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City/State/Zip

June 4-2013
Date

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ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND
 Dept. of Licensing & Regulatory Affairs
FILED

PART IIa

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

It is the responsibility of the petitioner(s) to furnish the State Boundary Commission with the contact information requested below in order for the government units to receive notice of docket material, meetings, and public hearings. The importance of accurate and current information cannot be overemphasized. The processing of a petition may be delayed if inaccuracies cause improper notice.

1.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name of Petitioner:</td> <td>TeriDee, LLC</td> </tr> <tr> <td>Mailing Address:</td> <td>1860 R.W. Berends Drive, SW</td> </tr> <tr> <td></td> <td>Wyoming, MI 49519</td> </tr> <tr> <td>Telephone Number:</td> <td>(616) 538-4241 Fax: (616) 538-5112</td> </tr> <tr> <td>E-mail Address:</td> <td>koetjeinv-sally@comcast.net</td> </tr> </table>	Name of Petitioner:	TeriDee, LLC	Mailing Address:	1860 R.W. Berends Drive, SW		Wyoming, MI 49519	Telephone Number:	(616) 538-4241 Fax: (616) 538-5112	E-mail Address:	koetjeinv-sally@comcast.net		
Name of Petitioner:	TeriDee, LLC												
Mailing Address:	1860 R.W. Berends Drive, SW												
	Wyoming, MI 49519												
Telephone Number:	(616) 538-4241 Fax: (616) 538-5112												
E-mail Address:	koetjeinv-sally@comcast.net												
2.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name of Township:</td> <td>Clam Lake</td> </tr> <tr> <td>Name of Township Clerk:</td> <td>Delores Peterson</td> </tr> <tr> <td>Mailing Address:</td> <td>8809 E M-115</td> </tr> <tr> <td></td> <td>Cadillac, MI 49601</td> </tr> <tr> <td>Telephone Number:</td> <td>(231) 775-5401 Fax: (231) 779-1225</td> </tr> <tr> <td>E-mail Address:</td> <td>clerk@clamlaketownship.org</td> </tr> </table>	Name of Township:	Clam Lake	Name of Township Clerk:	Delores Peterson	Mailing Address:	8809 E M-115		Cadillac, MI 49601	Telephone Number:	(231) 775-5401 Fax: (231) 779-1225	E-mail Address:	clerk@clamlaketownship.org
Name of Township:	Clam Lake												
Name of Township Clerk:	Delores Peterson												
Mailing Address:	8809 E M-115												
	Cadillac, MI 49601												
Telephone Number:	(231) 775-5401 Fax: (231) 779-1225												
E-mail Address:	clerk@clamlaketownship.org												
3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name of City:</td> <td>Cadillac</td> </tr> <tr> <td>Name of City Clerk:</td> <td>Christine Benson</td> </tr> <tr> <td>Mailing Address:</td> <td>200 North Lake Street</td> </tr> <tr> <td></td> <td>Cadillac, MI 49601</td> </tr> <tr> <td>Telephone Number:</td> <td>(231) 775-0181 Ext. 111 Fax: (231) 775-8755</td> </tr> <tr> <td>E-mail Address:</td> <td>cbenson@cadillac-mi.net</td> </tr> </table>	Name of City:	Cadillac	Name of City Clerk:	Christine Benson	Mailing Address:	200 North Lake Street		Cadillac, MI 49601	Telephone Number:	(231) 775-0181 Ext. 111 Fax: (231) 775-8755	E-mail Address:	cbenson@cadillac-mi.net
Name of City:	Cadillac												
Name of City Clerk:	Christine Benson												
Mailing Address:	200 North Lake Street												
	Cadillac, MI 49601												
Telephone Number:	(231) 775-0181 Ext. 111 Fax: (231) 775-8755												
E-mail Address:	cbenson@cadillac-mi.net												
4.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name of County:</td> <td>Wexford</td> </tr> <tr> <td>Name of County Clerk:</td> <td>Elaine L. Richardson</td> </tr> <tr> <td>Mailing Address:</td> <td>437 E. Division Street, P.O. Box 490</td> </tr> <tr> <td></td> <td>Cadillac, MI 49601</td> </tr> <tr> <td>Telephone Number:</td> <td>(231) 779-9450 Fax: (231) 779-0447</td> </tr> <tr> <td>E-mail Address:</td> <td>clerk@wexfordcounty.org</td> </tr> </table>	Name of County:	Wexford	Name of County Clerk:	Elaine L. Richardson	Mailing Address:	437 E. Division Street, P.O. Box 490		Cadillac, MI 49601	Telephone Number:	(231) 779-9450 Fax: (231) 779-0447	E-mail Address:	clerk@wexfordcounty.org
Name of County:	Wexford												
Name of County Clerk:	Elaine L. Richardson												
Mailing Address:	437 E. Division Street, P.O. Box 490												
	Cadillac, MI 49601												
Telephone Number:	(231) 779-9450 Fax: (231) 779-0447												
E-mail Address:	clerk@wexfordcounty.org												

5. If the petition should involve more than one county, village, and/or township, place the designated government contact information on a separate sheet(s) and attach it to this form.

ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND

PART IIa

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

It is the responsibility of the petitioner(s) to furnish the State Boundary Commission with the information requested below in order for the government units to receive notice of docket material, meetings, and public hearings. The importance of accurate and current information cannot be overemphasized. The processing of a petition may be delayed if inaccuracies cause improper notice.

STATE BOUNDARY COMMISSION

1.

Name of Petitioner:	John F. Koetje, Trustee of the John F. Koetje Trust as amended		
Mailing Address:	1860 R.W. Berends Drive, SW		
	Wyoming, MI 49519		
Telephone Number:	(616) 538-4241	Fax:	(616) 538 5112
E-mail Address:	koetjeinv-sally@comcast.net		

2.

Name of Township:	Clam Lake		
Name of Township Clerk:	DeLores Peterson		
Mailing Address:	8809 E M-115		
	Cadillac, MI 49601		
Telephone Number:	(231) 775-5401	Fax:	(231) 779-1225
E-mail Address:	clerk@clamlaketownship.org		

3.

Name of City:	Cadillac		
Name of City Clerk:	Christine Benson		
Mailing Address:	200 North Lake Street		
	Cadillac, MI 49601		
Telephone Number:	(231) 775-0181	Ext.:	111 Fax: (231) 775-8755
E-mail Address:	cbenson@cadillac-mi.net		

4.

Name of County:	Wexford		
Name of County Clerk:	Elaine L. Richardson		
Mailing Address:	437 E. Division Street, P.O. Box 490		
	Cadillac, MI 49601		
Telephone Number:	(231) 779-9450	Fax:	(231) 779-0447
E-mail Address:	clerk@wexfordcounty.org		

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ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND

PART IIa

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

It is the responsibility of the petitioner(s) to furnish the State Boundary Commission with the contact information requested below in order for the government units to receive notice of docket material, meetings, and public hearings. The importance of accurate and current information cannot be overemphasized. The processing of a petition may be delayed if inaccuracies cause improper notice.

1.	Name of Petitioner: Delia Koetje, Trustee of the Delia Koetje Trust, as amended
	Mailing Address: 1860 R.W. Berends Drive, SW Wyoming, MI 49519
	Telephone Number: (616) 538-4241 Fax: (616) 538-5112
	E-mail Address: koetjeinv-sally@comcast.net
2.	Name of Township: Clam Lake
	Name of Township Clerk: Delores Peterson
	Mailing Address: 8809 E M-115 Cadillac, MI 49601
	Telephone Number: (231) 775-5401 Fax: (231) 779-1225
	E-mail Address: clerk@clamlaketownship.org
3.	Name of City: Cadillac
	Name of City Clerk: Christine Benson
	Mailing Address: 200 North Lake Street Cadillac, MI 49601
	Telephone Number: (231) 775-0181 Ext. 111 Fax: (231) 775-8755
	E-mail Address: cbenson@cadillac-mi.net
4.	Name of County: Wexford
	Name of County Clerk: Elaine L. Richardson
	Mailing Address: 437 E. Division Street, P.O. Box 490 Cadillac, MI 49601
	Telephone Number: (231) 779-9450 Fax: (231) 779-0447
	E-mail Address: clerk@wexfordcounty.org

5. If the petition should involve more than one county, village, and/or township, place the designated government contact information on a separate sheet(s) and attach it to this form.

PART III

Description of proposed Annexed Area:

Part of the NW fractional 1/4 and part of the NE fractional 1/4, Section 2, T21N, R9W, Clam Lake Township, Wexford County, Michigan, described as: Beginning at the N 1/4 corner of said Section 2; thence S89°07'47"E 1314.49 feet along the North line of said NE fractional 1/4; thence S00°57'32"W 368.00 feet along the East line of the West 1/2 of said NE fractional 1/4; thence S89°07'47"E 108.56 feet; thence N01°24'56"E 100.00 feet along the West line of the East 1203 feet of said NE fractional 1/4; thence S89°07'47"E 116.00 feet; thence S01°24'56"W 100.00 feet; thence S89°07'47"E 103.33 feet; thence S01°04'24"W 15.00 feet; thence S89°07'47"E 327.89 feet along the South line of the North 383 feet of said NE fractional 1/4; thence S01°11'25"W 118.53 feet to the centerline of a MichCon Gas line easement; thence S17°58'43"E 859.13 feet and S11°17'05"E 1658.18 feet along said centerline to a point on the South line of said NE fractional 1/4 which is N88°40'29"W 5.38 feet from the E 1/4 corner of said Section 2; thence N88°40'29"W 2576.84 feet along the South line of said NE fractional 1/4 to the center of Section 2; thence N88°42'27"W 705.93 feet along the South line of the NW fractional 1/4, Section 2 to the Westerly line of Highway US 131; thence N02°10'26"W 191.40 feet along said Westerly line; thence S87°49'49"W 40.76 feet and N03°10'21"W 1023.48 feet and N33°50'59"W 739.99 feet and N70°00'30"W 780.55 feet along said Westerly line to the South line of the North 836.1 feet of said NW fractional 1/4; thence N89°07'52"W 652.19 feet along said South line to the West line of said NW fractional 1/4; thence N00°26'38"E 836.10 feet along said West line to the NW corner of said Section 2; thence S89°07'52"E 2627.41 feet along the North line of said NW fractional 1/4 to the place of beginning.

Contains 241.31 acres.

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND

PART IV

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 02

1. That attached hereto (in Part VI) and made a part hereof is a brief and concise written statement as to the purpose, necessity and urgency of the requested action.
2. That attached hereto (in Part I) and made a part hereof is a map or drawing clearly showing the territory proposed for annexation (in PART I).
3. That each petitioner was shown the attached map or drawing before signing the petition.
4. That each signer has described that land and area that each signer owns and attached the deed or copy of the deed of the described land.
5. That attached undersigned, first being duly sworn, deposes and says that the territory described herein (in PART III) and proposed to be annexed to the City of Cadillac contains a total land area of 241.31 acres.

John F. Koetje
 Signature John F. Koetje, Trustee of the John F. Koetje Trust u/a/d 5-14-1987, as amended

Print
 1860 R.W. Berends Drive, SW

Street Address
 Wyoming, MI 49519

City/State/Zip

June 4- 2013
 Date

Delia Koetje
 Signature Delia Koetje, Trustee of the Delia Koetje Trust u/a/d 5-14-1987, as amended

Print
 1860 R.W. Berends Drive, SW

Street Address
 Wyoming, MI 49519

City/State/Zip

June 4- 2013
 Date

Subscribed and sworn before me, Cameron P. Ritsema
 this 4th day of June, 2013
 a Notary Public in and for Ottawa County, Michigan.
 Signature of Notary Public: Cameron P. Ritsema
 My Commission expires: April 3, 2019

Subscribed and sworn before me, Cameron D. Ritsema
 this 4th day of June, 2013
 a Notary Public in and for Ottawa County, Michigan.
 Signature of Notary Public: Cameron D. Ritsema
 My Commission expires: April 3, 2019

PART IV

Dept. of Licensing & Regulatory Affairs
JUN 05 2013 13 AP 0 2
FILED

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*being all of the members of TeriDee, LLC

James A. VanderLaan
Signature James A. VanderLaan, Trustee of the James A. VanderLaan Trust, as amended, its member
Print

4439 West Jennings Road
Street Address
Lake City, MI 49651
City/State/Zip
6-4-13
Date

Teri L. VanderLaan
Signature Teri L. VanderLaan, Trustee of the Teri L. VanderLaan Trust, as amended, its member
Print

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Street Address
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City/State/Zip
6-4-13
Date

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a Notary Public in and for Ottawa County, Michigan
Signature of Notary Public Cameron D. Ritsema
My Commission expires: April 3, 2014

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John F. Koetje
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June 4-2013
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Street Address
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City/State/Zip
June 4-2013
Date

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a Notary Public in and for Ottawa County, Michigan
Signature of Notary Public Cameron D. Ritsema
My Commission expires: April 3, 2014

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this 4th day of June, 2013
a Notary Public in and for Ottawa County, Michigan
Signature of Notary Public Cameron D. Ritsema
My Commission expires: April 3, 2014

ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND

PART V

The following signer holds legal title to land having an area of 82.34 acres which is located within the territory proposed to be annexed and is described as follows:

Parcel 1: The West 1/2 of the fractional Northeast 1/4, except the North 300 feet lying Easterly of the West 100 feet, and except the Clear View Area, and except that portion deeded to Michigan Department of Transportation in Deed recorded in Liber 346, Page 967, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1201

Parcel 2: Commencing 300 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 300 feet; thence West 225 feet; thence North 300 feet; thence East 225 feet to the point of beginning, except the relocation of M-55 route, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1203

Parcel 3: Commencing 525 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 150 feet; thence West 75 feet; thence North of the South line of Highway; thence East 75 feet to the point of beginning, except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1204

Parcel 4: Commencing 700 feet West of the intersection of the centerline of the Northeast fractional 1/4 and the South line of Highway M-55; thence West along Highway M-55 right-of-way, 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the point of beginning, except that portion of the relocated Highway M-55 as conveyed in Liber 234 at Page 41, Wexford County Records, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1207

(continued)

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND

PART V

Parcel 5: That part of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, described by metes and bounds as follows: From a point on the South line of Michigan Highway M-55, which is 800 feet West of the intersection of the centerline of said Northeast 1/4 and the South line of said Highway, as the point of beginning; thence West along Highway M-55 right-of-way 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the place of beginning, excepting all that part of the Westerly 1/2 of the above-described property lying Northerly of a line parallel to and 75 feet Southerly when measured at right angles from the survey line of Highway M-55. Also excepting all that part of the East 1/2 of the above described property lying Northerly of a line parallel to and 60 feet Southerly when measured at right angles, from the survey line of said Highway M-55; and excepting a parcel commencing 900 feet West of the intersection of the North-South 1/8 line of the Northeast 1/4 of said Section 2, and the South boundary line of Highway M-55; thence South 150 to the point of beginning; thence East 12 feet; thence South 150 feet; thence West 12 feet; thence North 150 feet to the point of beginning.

2109-02-1208

Parcel 6: Commencing at the North-South 1/8 line of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, and the South Boundary Line of Highway M-55; thence West 900 feet to the Point of Beginning; thence South 150 feet; thence East 12 feet; thence South 150 feet; thence West 162 feet; thence North 300 feet; thence East 150 feet to the point of beginning.

1209-02-1209

Parcel 7: Commencing at a point 1050 feet West of the intersection of the South right-of-way line of Highway M-55 and the centerline of the Northeast fractional 1/4; thence South 300 feet; thence West 164.4 feet; thence North 300 feet; thence East 164.4 feet to the point of beginning; except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.

1209-02-1210

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND

PART Va

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

The undersigned,* first being duly sworn, deposes and says that he/she holds record title to land he/she has described in PART V which is within the area described in PART III, and to his/her best knowledge and belief the statements contained in the petition are true. *being all of the members of TeriDee, LLC

STATE BOUNDARY COMMISSION

TeriDee, LLC

Signature James A. VanderLaan, Trustee of the James A. VanderLaan Trust, as amended, its member

Print

4439 West Jennings Road

Street Address

Lake City, MI 49651

City/State/Zip

6-4-13

Date

Signature Teri L. VanderLaan, Trustee of the Teri L. VanderLaan Trust, as amended, its member

Print

4439 West Jennings Road

Street Address

Lake City, MI 49651

City/State/Zip

6-4-13

Date

Subscribed and sworn before me, Cameron D. Ritsema

this 4th day of June, 2013

a Notary Public in and for Ottawa County, Michigan.

Signature of Notary Public Cameron D. Ritsema

My Commission expires: April 3, 2019

Subscribed and sworn before me, Cameron D. Ritsema

this 4th day of June, 2013

a Notary Public in and for Ottawa County, Michigan.

Signature of Notary Public Cameron D. Ritsema

My Commission expires: April 3, 2019

Signature John F. Koetje, Trustee of the John F. Koetje Trust, as amended, its member

Print

1860 R.W. Berends Drive, SW

Street Address

Wyoming, MI 49519

City/State/Zip

June 4 - 2013

Date

Signature Delia Koetje, Trustee of the Delia Koetje Trust, as amended, its member

Print

1860 R.W. Berends Drive, SW

Street Address

Wyoming, MI 49519

City/State/Zip

June 4 - 2013

Date

Subscribed and sworn before me, Cameron D. Ritsema

this 4th day of June, 2013

a Notary Public in and for Ottawa County, Michigan.

Signature of Notary Public Cameron D. Ritsema

My Commission expires: April 3, 2019

Subscribed and sworn before me, Cameron D. Ritsema

this 4th day of June, 2013

a Notary Public in and for Ottawa County, Michigan.

Signature of Notary Public Cameron D. Ritsema

My Commission expires: April 3, 2019

Parcels 1, 6, 7

Instrument 200500008565 OR Liber Page 578 1226

200500008565
Filed for Record in
WEXFORD COUNTY
LORIE L. SORENSEN-SMITH
09-29-2005 At 02:28 p.m.
WARRANTY D 21.00
OR Liber 578 Page 1226 - 1226



Metropolitan Title Company
America's Premier Title Agency

WARRANTY DEED

Corporate
(Unplatted Land)

Drafted By:
Charles R. Bacon, Manager
B - G Land, L.L.C.
22570 - 21 Mile Rd.
Paris, MI 49338

Return To:
TERIDEE, LLC
4439 West Jennings Rd.
Lake City, MI 49651

Send Tax Bills To:
TERIDEE, LLC
4439 West Jennings Rd.
Lake City, MI 49651

Recording Fee: \$20.00
File Number: WEX-05-153

State Transfer Tax:
County Transfer Tax:

\$ Tax Parcel No.: 2109-02-1201, 2109-02-1209 and 2109-02-1210

Know All Persons by These Presents: That **B - G Land, L.L.C.**, a Michigan Limited Liability Company whose address is 22570 - 21 Mile Rd., Paris, MI 49338

Convey(s) and Warrant(s) to **TERIDEE, LLC**, a Michigan Limited Liability Company whose address is 4439 West Jennings Rd., Lake City, MI 49651

the following described premises situated in the Township of Clam Lake, County of Wexford, State of Michigan, to wit:
(SEE ATTACHED EXHIBIT A)

More commonly known as: **US 131 & M-55, Cadillac, MI 49601**

For the full consideration of: See Real Estate Transfer Valuation Affidavit Filed Herewith Dollars (\$)

Subject To:

Existing building and use restrictions, easements of record, and zoning ordinances, if any.

If the property conveyed is unplatted, the following applies:

The grantor grants to the grantees the right to make _____ division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. (If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the grantor; if all of the parent tract is conveyed, then all division rights are granted.) This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this August 26, 2005.

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION



(Attached to and becoming a part of Warranty Deed dated: August 26, 2005 between B - G Land, L.L.C., a Michigan Limited Liability Company, as Seller(s) and TERIDEE, LLC, a Michigan Limited Liability Company, as Purchaser(s).)

I hereby certify from examination of the records in my office relating to the description of lands in the within instrument that on the a year's preceding date of said instrument no taxes or fees have become attached and no taxes assessed except such as may be in process of collection, remain unpaid.

Seller(s):

B - G Land, L.L.C., a Michigan Limited Liability Company

Charles R. Bacon
8/26/05
Canton, Mich. Westland County, Michigan

By: Charles R. Bacon, Manager

State of Michigan
County of Kent

The foregoing instrument was acknowledged before me this August 26, 2005 by Charles R. Bacon, Manager of B - G Land, L.L.C., a Michigan Limited Liability Company.

Gary L. Wadsworth
Notary Public: GARY L. WADSWORTH
Notary County/State: KENT / MI
County Acting In: KENT
Commission Expires: 9-6-2005

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION



Metropolitan Title Company
America's Premier Title Agency

(Attached to and becoming a part of Warranty Deed dated: August 26, 2005 between B - G Land, L.L.C., a Michigan Limited Liability Company, as Seller(s) and TERIDEE, LLC, a Michigan Limited Liability Company, as Purchaser(s).)

EXHIBIT A

Land situated in the Township of Clam Lake, County of Wexford, State of Michigan, described as follows:

Parcel 1: Parcel 1

The West 1/2 of the fractional Northeast 1/4, EXCEPT the North 300 feet lying Easterly of the West 100 feet, and EXCEPT the Clear View Area, and EXCEPT that portion deeded to Michigan Department of Transportation In Deed recorded in Liber 346, Page 967, Section 2, T21N, R9W, and

Parcel 3: Parcel 6

Commencing at the North/South 1/8 line of the Northeast 1/4 of Section 2, T21N, R9W, and the South Boundary Line of Highway M-55; Thence West 900 feet to the Point of Beginning; Thence South 150 feet; thence East 12 feet; thence South 150 feet; thence West 162 feet; thence North 300 feet; thence East 150 feet to the Point of Beginning, and

Parcel 4: Parcel 7

Commencing at a point 1050 feet West of the Intersection of the South Right of Way Line of Highway M-55 and the Centerline of the Northeast Fractional 1/4; thence South 300 feet; thence West 164.4 feet; thence North 300 feet; thence East 164.4 feet to the Point of Beginning. EXCEPT Relocated M-55 Right of Way, Section 2, T21N, R9W.

Tax Parcel Number: 2109-02-1201, 2109-02-1209 and 2109-02-1210

20050008565 METROPOLITAN TITLE COMPANY 5555 GLENWOOD HILLS PKY SE SUITE 100 KENTWOOD, MI

Dept. of Licensing & Regulatory Affairs FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION



Metropolitan Title Company America's Premier Title Agency



Parcel 2

Instrument 20050008691 BR Liber Page 578 1764

20050008691
Filed for Record in
WEXFORD COUNTY
LORIE L. SORENSEN-SMITH
10-05-2005 At 03:07 pm.
WARRANTY D 18.00
OF Liber 578 Page 1764 - 1765



MICHIGAN REAL ESTATE TRANSFER TAX
DEPT of TREASURY \$ 860.00
WEXFORD COUNTY
20050008691 03 OCT 2005 0 110.00 C
00014714 0 750.00 S

20050008691
LAKEVIEW TITLE
123 HARRIS STREET
CADILLAC, MI

WARRANTY DEED

Subsidiary Form

KNOW ALL MEN BY THESE PRESENTS: That JAMES L. FEISTER and DAWN M. FEISTER, husband and wife

whose address is 312 E. Cass Street, Cadillac, MI 49601

Convey and Warrant to TERIDEE, LLC, a Michigan limited liability company,

whose address is PO Box 927, Lake City, MI 74651

the following described premises situated in the TOWNSHIP of CLAM LAKE, County of WEXFORD and State of Michigan, to-wit:

Commencing 300 feet West of intersection of South line of Highway M-55 and centerline of fractional Northeast 1/4; thence South 300 feet; thence West 225 feet; thence North 300 feet; thence East 225 feet to the point of beginning, EXCEPT relocation of M-55 route, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.

[Description provided by Grantor.]

for the full consideration of the sum of: \$100,000.00

subject to easements, restrictions and reservations of record.

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

The Grantor grants to the Grantee the right to make all available divisions under the Land Division Act (M.C.L. 560.101, et seq.).

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION



Dated this 30th day of September, 2005.

Witnesses:

Signed and Sealed:

James L. Feister

JAMES L. FEISTER
Dawn M. Feister

DAWN M. FEISTER

STATE OF MICHIGAN)

) ss.

COUNTY OF WEXFORD)

I HEREBY CERTIFY that on this 30th day of September, 2005, before me, an officer duly qualified to take acknowledgments, personally appeared: JAMES L. FEISTER and DAWN M. FEISTER to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same as the person(s) of the name(s) appearing in the foregoing instrument and that the instrument is a true and correct copy of the original instrument and that the instrument is a true and correct copy of the original instrument and that the instrument is a true and correct copy of the original instrument.

Sara P. Haskin
10/30/05
Cadillac, Mich.
Notary Public
Wexford County, Michigan

Sara P. Haskin

SARA P. HASKIN, Notary Public
WEXFORD County, Michigan
Acting in WEXFORD County, Michigan
Expiration Date: 07/19/11

Prepared by: David S. McCurdy, Attorney Address: 120 West Harris Street, Cadillac, MI 49601

Recording Fee: \$17.00
Tax Stamp: \$1.00
County Transfer Tax: \$110.00
State Transfer Tax: \$750.00
Tax Parcel No: 2109-02-1203

When recorded return to: GRANTEE
Address: Same as above
Send subsequent tax bills to: GRANTEE
Our File No: 05-0841-W

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Parcel 3

201000006213
Filed for Record in
WEXFORD COUNTY
LORIE L. SORENSEN-SMITH
10-11-2010 At 02:36 pm.
QUIT CL D 14.00
OR 11ber 633 Page 2458 - 2458

201000006213
WEXFORD COUNTY TREASURER
437 E. DIVISION
CADILLAC MI 49601

Quit Claim Deed

The Grantor(s) Wexford County Treasurer, whose address is: 437 E. Division, Cadillac, MI 49601

Quit Claim(s) to: Teri Dec, LLC, a Michigan Limited Liability Company, Grantee (s), whose address is: PO Box 927, Lake City, MI 49651

Land situated in the Township of Clam Lake County of Wexford and the State of Michigan

Described as:
COM 525 FT W OF INT OF S LINE OF HWY & CL OF FRL NE 1/4; S 150 FT; W 75 FT; N TO S LINE OF HWY; E 75 FT TO BEG EXC RELOCATED M-55 R/W -26 A M/L- CL. SEC. 2 T21N R9W -CAPS, Commonly known as: 10654 E M-55 HWY, CADILLAC MI 83-2109-02-1204

For the sum of \$ Nine Thousand dollars (\$ 9,000.00)

Interest in the described property acquired pursuant to the Judgment of the Foreclosure record.

The above-described premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. The grantor grants to the grantee the right to take any remaining division(s) under section 108 of the land division act, Act No. 288 of the public Acts of 1967.

This instrument is EXEMPT pursuant to MLC 207.505(h)(i) and MCL 207.526(h)(i) for county and state respectively. Subject to easements and building use restrictions of record.

Dated this 11th day of October, 2010.

Signed by: Wendy S. Moore
Wendy S. Moore, Wexford County Treasurer

STATE OF MICHIGAN
COUNTY OF WEXFORD

The foregoing instrument was acknowledged before me on this 11th day of October, 2010 by Wendy S. Moore, Wexford County Treasurer.

Lucinda Rathbun
Lucinda Rathbun, Notary Public
Wexford County, Michigan
My commission expires 9/12/2013

Drafted by,
Tranzon Blppus
11811 Anchor Lane
Three Rivers, MI 49093

When recorded return to:
Teri Dec, LLC
PO Box 927
Lake City, MI 49651

Received
WEXFORD COUNTY
10-11-2010 02:32 pm.

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION



Parcel 4

Instrument 20100004143 OR Liber Page 631 247

20100004143
Filed for Record in
WEXFORD COUNTY
LORIE L. BORENSEN-SMITH
06-28-2010 At 10:02 am.
WARRANTY 0 15.00
OR 11ber 631 Page 247 - 247



State of Michigan
Real Estate Transfer Tax
WEXFORD COUNTY
000004143 28 JUN 2010
00014904

20100004143
MISSAUKEE TITLE
119 PROSPECT
P O BOX 480
LAKE CITY MI 49651

WARRANTY DEED

THE GRANTOR: Shelly J Fuller, survivor of herself and Phillip L Fuller, whose certificate of death is recorded in Liber 628 page 474, as Joint Tenants with Full Rights with Survivorship

WHOSE ADDRESS IS: P O Box 312, Cadillac, MI 49601

CONVEYS AND WARRANTS TO: Teridee, LLC, a Michigan Limited Liability Company

WHOSE ADDRESS IS: 1860 R.W. Berends Dr SW, Wyoming, MI 49519

THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE TOWNSHIP OF CLAM LAKE COUNTY OF WEXFORD, STATE OF MICHIGAN

Commencing 700 feet West of the intersection of the centerline of the NE 1/4 and the South line of Highway M-55; Thence West along Highway M-55 right of way 100 feet; Thence South 300 feet; Thence East 100 feet; Thence North 300 feet to the point of beginning EXCEPT that portion of the relocated Highway M-55 as conveyed in Liber 234 page 41, Wexford County records, Section 2, T21N, R9W.

TAX PARCEL 2109-02-1207 FOR THE SUM OF \$75,000.00

COMMON ADDRESS 10622 E M-55 Hwy

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors & other associated conditions may be used & are protected by the Michigan Right to farm Act" SUBJECT TO EASEMENTS AND BUILDING AND USE RESTRICTIONS OF RECORD AND FURTHER SUBJECT TO: reservations of record if any.

DATE: June 18, 2010

SIGNED BY:

I hereby certify from examination of the records in my files relating to the description of lands in the within instrument that for the five years preceding date of said instrument no tax, liens or other taxes, debts, mortgages and no other encumbrances except such as may be in process of collection, remain unpaid.

Shelly J Fuller
Shelly J Fuller

STATE OF MICHIGAN)
COUNTY OF MISSAUKEE)

THE FOREGOING INSTRUMENT BY Shelly J Fuller DATED BEFORE ME THIS 18th DAY OF June 2010



C. L. MOUTON
Notary Public, State of Michigan
County of Missaukee
My Commission Expires Jan. 01, 2015
Lake City, Michigan
Missaukee

C. L. Mouton
NOTARY PUBLIC
STATE OF MICHIGAN, COUNTY OF MISSAUKEE
MY COMMISSION EXPIRES
ACTING IN MISSAUKEE COUNTY

DRAFTED BY:
Brian J Hoffman
Attorney At Law
49 N Morcy Rd
P O Box 529
Lake City, MI 49651

WHEN RECORDED RETURN TO:

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION



Received
WEXFORD COUNTY
06-28-2010 09:25 am.
Received
WEXFORD COUNTY
06-28-2010 09:25 am.
RECEIVED FOR ERROR

Parcel 5

Instrument: 200500008692 OR Lister Page 578 1766

200500008692
Filed for Record in
WEXFORD COUNTY
LORIE L. SORENSEN-SMITH
10-03-2005 At 03:09 pm.
WARRANTY D 1E.00
OR Lister 578 Page 1766 - 1767



MICHIGAN REAL ESTATE TRANSFER TAX
DEPT of TAXATION 6 774.00
WEXFORD COUNTY
200500008692 03 OCT 2005 0 99.00 C
00014715 0 675.00 S

200500008692
LAKEVIEW TITLE
123 HARRIS STREET
CADILLAC, MI

WARRANTY DEED

Subjutory Form

KNOW ALL MEN BY THESE PRESENTS: That DAVID BARNES and LETA BARNES, husband and wife

whose address is 5722 Applegate Road, Applegate, Michigan 48401

Convey and Warrant to TERIDEE, LLC, a Michigan limited liability company,

whose address is PO Box 927, Lake City, MI 49651

the following described premises situated in the TOWNSHIP of CLAM LAKE, County of WEXFORD and State of Michigan, to-wit:

That part of the Northeast 1/4 of Section 2, Township 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, described by metes and bounds as follows: From a point on the South line of Michigan Highway M-55, which is 800 feet West of the Intersection of the center line of said Northeast 1/4 and the South line of said Highway, as the point of beginning; thence West along Highway M-55 Right-of-Way 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the place of beginning; EXCEPTING AND RESERVING all that part of the Westerly 1/2 of the above-described property lying Northerly of a line parallel to and 75 feet Southerly when measured at right angles from the survey line of Highway M-55. ALSO EXCEPTING all that part of the East 1/2 of the above-described property lying Northerly of a line parallel to and 60 feet Southerly when measured at right angles, from the survey line of said Highway M-55; AND EXCEPTING, commencing 900 feet West of the intersection of the North-South 1/8 line of the Northeast 1/4, said Section 2, and the South boundary line of Highway M-55, thence South 150 feet to the point of beginning, thence East 12 feet, thence South 150 feet, West 12 feet, North 150 feet to the point of beginning.

Handwritten initials: P, M, E, H

2109-02-1208

(Description provided by Grantor.)

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION





for the full consideration of the sum of: \$90,000.00
subject to easements, restrictions and reservations of record.
This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make all available divisions under the Land Division Act (M.C.L. 560.101, et seq.).

Dated this 30th day of September, 2005.

Witnesses:

Signed and Sealed:

David Barnes
DAVID BARNES
Leta Barnes
LETA BARNES

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I HEREBY CERTIFY that on this 30th day of September, 2005, before me, an officer duly qualified to take acknowledgments, personally appeared: DAVID BARNES and LETA BARNES to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

10/20/05
Sara P. Haskin, Notary Public
WEXFORD County, Michigan
Expiration Date: 7/19/2011

Sara P. Haskin
Sara P. Haskin, Notary Public
WEXFORD County, Michigan
Acting in Wexford County, Michigan
Expiration Date: 7/19/2011

Prepared by: David S. McCurdy, Attorney Address: 120 West Harris Street, Cadillac, MI 49601

Recording Fee: \$17.00
Tax Stamp: \$1.00
County Transfer Tax: \$99.00
State Transfer Tax: \$675.00
Tax Parcel No: 2109-02-1208

When recorded return to: GRANTEE
Address: Same as above
Send subsequent tax bills to: GRANTEE
Our File No: 05-0854-W

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

TERIDEE, LLC

ID NUMBER: B2054R

received by facsimile transmission on June 4, 2004 is hereby endorsed filed on June 7, 2004 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 02

STATE BOUNDARY COMMISSION



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of June, 2004.

A handwritten signature in black ink, appearing to read "Andrew J. Mitchell".

, Director

Bureau of Commercial Services

BCS:CD-700 (Rev. 10/00)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	

Dept. of Licensing & Regulatory Affairs
FILED
 JUN 05 2013 13 AP 0 2
 STATE BOUNDARY COMMISSION

Name David S. McCurdy, McCurdy & Wotila, Professional Corporation		
Address 120 West Harris Street		
City Cadillac	State Michigan	Zip Code 49601

EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies
(Please read information and instructions on last page)

B

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: TerIDee, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

- The street address of the location of the registered office is:
49 North Morey Road Lake City , Michigan 49651
(Street Address) (City) (ZIP Code)
- The mailing address of the registered office if different than above:
Post Office Box 927 Lake City , Michigan 49651
(Street Address or P.O. Box) (City) (ZIP Code)
- The name of the resident agent at the registered office is: James A. VanderLaan

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 3rd day of June, 2004

By David S. McCurdy
(Signature)

David S. McCurdy, Attorney for Members
(Type or Print Name)

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the CERT. OF CHANGE OF REG. OFF./RES. AGENT

for

TERIDEE, LLC

ID NUMBER: B2054R

received by facsimile transmission on November 18, 2010 is hereby endorsed

Filed on November 18, 2010 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18TH day of November, 2010.

A handwritten signature in black ink, appearing to read "A. S. [unclear]".

Director

Bureau of Commercial Services

BCSC0-629 (Rev. 4/04)

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name	David S. McCurdy, McCurdy, Wotila & Porteous
Address	120 West Harris Street
City	Cadillac, Michigan 49601
State	
Zip Code	
EFFECTIVE DATE:	

Dept. of Licensing & Regulatory Affairs
FILED
 JUN 05 2013 '13 AP 0 2
 STATE BOUNDARY COMMISSION

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT
 For use by Domestic and Foreign Corporations and Limited Liability Companies
 (Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned corporation or limited liability company executes the following Certificate:

1. The name of the corporation or limited liability company is:
TeriDee, LLC

2. The identification number assigned by the Bureau is: B2054R

3. a. The name of the resident agent on file with the Bureau is: James A. VanderLaan

b. The location of the registered office on file with the Bureau is:
4439 W. Jennings Road Lake City, Michigan 49651
(Street Address) (City) (ZIP Code)

c. The mailing address of the above registered office on file with the Bureau is:
P.O. Box 927 Lake City, Michigan 49651
(Street Address or P.O. Box) (City) (ZIP Code)

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON THE PUBLIC RECORD

4. a. The name of the resident agent is: John F. Koetje

b. The address of the registered office is:
1880 R.W. Berends Drive, SW Wyoming, Michigan 49519
(Street Address) (City) (ZIP Code)

c. The mailing address of the registered office IF DIFFERENT THAN 4B is:
Same, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

5. The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors; 2. PROFIT CORPORATIONS ONLY: the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation; 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 405, or the resident agent if only the address of the registered office is changed.

5. The corporation or limited liability company further states that the address of its registered office and the address of its resident agent, as changed, are identical.

Signature <u>David S. McCurdy</u>	Type or Print Name and Title or Capacity David S. McCurdy, Attorney for the Company	Date Signed 11/17/2010
--------------------------------------	--	---------------------------

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

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This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORG.

for

TERIDEE, LLC

ID NUMBER: B2054R

received by facsimile transmission on September 26, 2011 is hereby endorsed

Filed on September 26, 2011 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 26TH day of September, 2011.

A handwritten signature in black ink, appearing to read "A. Schefter".

Director

Bureau of Commercial Services

BCSCD-715 (Rev. 05/10)

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	

Name Holly A. Jackson / DURELL & JACKSON PLC		
Address 3333 Midland Drive SE		
City Grand Rapids	State MI	Zip Code 49546

EFFECTIVE DATE:

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Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION
 For use by Limited Liability Companies
 (Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Certificate of Amendment:

1. The present name of the limited liability company is: TeriDee, LLC
2. The identification number assigned by the Bureau is: B2054R
3. The date of filing of its original Articles of Organization was: <u>June 7, 2004</u>

4. Article <u>V</u> of the Articles of Organization is hereby amended to read as follows: PLEASE SEE ATTACHED.

5. <input type="checkbox"/> The amendment was approved by a majority in interest if an operating agreement authorizes amendment of the articles of organization by majority vote.
<input checked="" type="checkbox"/> The amendment was approved by unanimous vote of all of the members entitled to vote.

This Certificate is hereby signed as required by Section 103 of the Act.

Signed this 1st day of April, 2011

By Holly A. Jackson
(Signature of Member, Manager, or Authorized agent)
Holly A. Jackson
(Type or Print Name and capacity)

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MISSISSIPPI
SECURITIES COMMISSION

ARTICLE V

The Company will be managed by one or more Managers (the "Managers")

ARTICLE VI

The Manager will have the right to manage the business of the Company, and will have all powers necessary or advisable to carry out the business of the Company. The Manager may appoint, employ, or otherwise contract with any persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Manager may delegate to any such person (who may be designated an officer of the Company) such authority to act on behalf of the Company as the Manager may from time to time deem appropriate.

ARTICLE VII

The Members may not sell, assign, pledge, or otherwise transfer or encumber (collectively "Transfer") all, or any portion, of his or her interest in the Company. Any Transfer of all or a portion of a Member's interest is null and void. No new Members may be admitted without the consent of the Class A Members.

ARTICLE VIII

The Members will not have the right to withdraw from the Company without the consent of the Manager. If a Member withdraws in violation of this Article or the Operating Agreement, the Member is not entitled to distributions (under Section 305 or Section 808 of the Act) and the Company may recover from the withdrawing Member any damages for breach in excess of the amount that would otherwise be distributable to the Member under Section 305 or Section 808 of the Act.

ARTICLE IX

A Manager shall not be liable for the acts, debts, or liabilities of the Company. No Manager shall be monetarily liable, responsible or accountable in damages or otherwise to any Manager or to the Company for any act or omission performed or omitted by the Manager.

ARTICLE X

The monetary liability of the Manager or the Members for breach of any duty established under Section 404 of the Act is limited to the fullest extent permitted by the Act. The Company will indemnify and hold harmless the Manager and the Members from and against any and all losses, expenses, claims, and demands sustained by reason of any acts or omissions, or alleged acts or omissions of the Manager and the Members, including judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which the Manager or the Members are a party or threatened to be made a party because the person is or was a Manager or Members to the fullest extent permitted by law or contract.

ARTICLE XI

Any Member whose Membership Interest is subjected to a judicial assignment or charging order as set forth in Section 507 of the Act will not be entitled to, but may at the discretion of the Manager, receive distributions from the Company for any purpose.

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RESTATED
OPERATING AGREEMENT
FOR
TeriDec, LLC
A MICHIGAN LIMITED LIABILITY COMPANY

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THIS RESTATED OPERATING AGREEMENT is made as of the 15 day of April, 2011, by and between TeriDec, LLC, a Michigan Limited Liability Company the "Company"), and the persons executing this Operating Agreement as members of the Company, and all of those who may hereafter be admitted as members (individually a "Member" and collectively, the "Members"), who agree as follows:

ARTICLE I

ORGANIZATION

1.1 Formation. The Company is organized as a Michigan Limited Liability Company under and pursuant to the Michigan Limited Liability Company Act, 1993 P.A. 23 (the "Act") by the filing of Articles of Organization (the "Articles"). The Articles have been amended for the purpose of allowing one or more Managers to manage the Company, and the Articles may be amended in the future with the Michigan Department of Commerce, as required by the Act.

1.2 Name. The name of the Company is TeriDec, LLC. The Company may also conduct business under one or more assumed names.

1.3 Place of Business. The principal place of business of the Company shall be 1860 R. W. Berends Drive SW, Wyoming, Michigan 49519. The Company may conduct business at such other localities within or without the State of Michigan as may be decided by the Manager.

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1.4 Purposes. The Company is organized for the purpose of ~~engaging in any~~ activity for which limited liability companies may be formed under the Act, including but not limited to the ownership, development, sale, leasing, and/or management of real estate and other related purposes. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

1.5 Duration. The Company shall continue in existence for the period fixed in the Articles for the duration of the Company or until the Company dissolves and the affairs are wound up in accordance with the Act or this Operating Agreement.

1.6 Registered Office and Registered Agent. The initial Registered Office and the Resident Agent of the Company were designated in the initial Articles. The Registered Office and/or Resident Agent have been and may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

1.7 Intention for Company. The Members have formed a Company as a Limited Liability Company under the Act. The Members specifically intend and agree that the Company shall not be a partnership (including a limited partnership) or any other venture, but a limited liability company under and pursuant to the Act. No Member or manager shall be construed as a partner in the Company or a partner of any other Member, manager or person, and nothing in the Articles, this Operating Agreement and the relationships created thereby and arising therefrom shall not be construed to suggest otherwise.

1.8 Membership Classes. There will be two classes of membership, Class A and Class B. Only Class A Members will be entitled to vote on matters submitted to the Members.

1.9 Management. The business of the Company will be managed by one or more

Managers, as more fully set forth in Article 7. The term Manager shall mean one or more persons acting as Manager of the Company, whether acting together or alone.

ARTICLE II
BOOKS, RECORDS AND ACCOUNTING

2.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books and records as shall be kept at the Company's place of business.

2.2. Fiscal Year Accounting. The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Managers from time to time.

2.3. Reports. The Members shall prepare reports concerning the financial condition and results of operation of the Company and the Capital Accounts of the Members. Such reports, which may be in the form of the Company's Federal Income Tax Return, shall be prepared at least annually as soon as practicable after the end of each calendar year and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction and credit.

2.4 Member's Accounts. Separate Capital Accounts for each Member shall be maintained by the Company. Each Member's Capital Account shall reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. Each Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

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ARTICLE III
CAPITAL CONTRIBUTIONS

3.1 Initial Commitments and Contributions. At the execution of the original Operating Agreement, the initial Members made capital contributions set forth in the attached Exhibit A. Each Member shall have the percentage interest as set forth opposite his name ("Percentage Interest"). The initial percentage interest for each Member is as set forth in the attached Exhibit A.

3.2 Additional Contributions. Members shall make additional contributions to the Company at such time or times, and upon such conditions, as the Manager may determine. A request for additional capital contributions from the Members shall be in writing.

3.3 Capital Accounts. An individual capital account shall be maintained for each Member as provided in this Agreement and consistent with the applicable United States Treasury Regulations. No Member shall be paid interest on any capital contribution. No Member shall have the right to withdraw or receive any return of his, her, or its capital contribution.

ARTICLE IV
DISTRIBUTIONS, PROFITS, LOSSES

4.1 Distributions. Distributions shall be made only by a vote of the Manager and shall be distributed among the Members in accordance with their Percentages of Interest. No distribution will be made if, after giving the distribution effect, the Company would not be able to pay its debts as they become due in the ordinary course of business, or if the total of the Company's assets would be less than the total of the Company's liabilities. Distribution shall be made in cash or property, or both as the Manager may determine.

Notwithstanding the provisions of this paragraph, Members will not be entitled to, but

may at the discretion of the Manager, receive distributions from the Company for any purpose if the Member's interest in the Company is subject to a judicial assignment or charging order as set forth in Section 507 of the Act.

4.2 Form of Distribution. Assets of the Company (other than available cash) shall not be distributed in kind to the Members, except, if the Manager so determines, in liquidation of the Company. If any assets of the Company are distributed to Members in kind, such assets shall be valued on the basis of the fair market value thereof on the date of distribution.

4.3 Allocation of Profits and Losses. After giving effect to special allocations made by the Company, if any, and except as may be required by the Internal Revenue Code of 1986, as amended, or this Agreement, net profits, net losses and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in accordance with their Percentage Interest.

4.4 Distributions to Interests Assigned Without Consent. If a Membership Interest is assigned without consent of the other Members to this Agreement, as provided in Article IX, the assignment is void and such purported assignee(s) of the Membership Interest shall not be entitled to participate in any distributions from the Company. A Member attempting to make any assignment without the consent of the other Members is deemed to have withdrawn from the Company.

ARTICLE V

ADDITIONAL MEMBERS;

ASSIGNMENT AND WITHDRAWAL

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5.1 New Members, Substitute Members and Transferees. No new members may be admitted to the Company without the unanimous written consent of the Class A Members. No Member has the right to sell, assign, transfer, mortgage or pledge all or any part of his or her Membership Interest in the Company, or grant the right to become a Member or substitute Member to an assignee, except with such unanimous consent or as provided in paragraph 5.3 below, and any attempt to do so is null and void. Subject to the other provisions of this Agreement, a permitted transferee of an Interest in the Company may be admitted as a Member or substitute Member only after completion of the following:

(a) The transferee accepts and agrees in writing to be bound by the terms and provisions of this Agreement;

(b) The transferor pays or reimburses the Company for all legal fees and filing costs incurred by the Company in connection with the admission of the transferee as a member; and

(c) If the transferee is not an individual, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority such transferee to become a member under the terms and provisions of this Agreement.

5.2 Overriding Restrictions on Transfer. Notwithstanding anything else contained in this Agreement, Membership Interest may not be assigned, in whole or in part:

(a) If the assignment, alone or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the IRC;

(b) Without an opinion of counsel satisfactory to the Company that the assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws; and

(c) Unless and until the Company receives from the assignee the information and

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agreements that the Company may reasonably require, including, but not limited to, any taxpayer identification number and any agreement that may be required by any taxing jurisdiction.

5.3 Transfers to Living Trusts. For purposes of this Agreement, any Member may transfer his or her Membership Interest to a revocable living trust in which he or she is trustee. Upon such transfer, legal title shall vest in such living trust, and the transferring Member shall continue to exercise all rights and be liable for all duties imposed by this Agreement.

5.4 Transfers Not in Compliance With This Article Void. Any attempted assignment of a Membership Interest, or any part thereof, other than with consent or to a Member's Living Trust is void and will be treated as a withdrawal in violation of this Agreement by the assigning Member, as set forth in paragraph 5.8 below.

5.5 No Assumption of Liability. An assignee of a Membership Interest will have no liability as a Member of the Company solely as a result of the assignment. An assignee of a Member will, however, be liable for future capital contributions as a Member of the Company under Section 506 of the Act and this Agreement.

5.6 Rights of Assignees. The assignee of a Membership Interest, even one who is already a Member, has no right to participate in the management of the business and affairs of the Company or to become a Member or exercise any rights of a Member (including, voting on or otherwise assenting to Company action), with respect to the assigned interest, unless specifically admitted as a substitute Class A Member as provided in this Agreement.

5.7 Termination of Membership; Liability. Except as otherwise provided, a Member ceases to be a Member upon assignment of all of his or her Membership Interest. The assignor is not released from his or her liability to the Company under Sections 302 and 308 of the Act,

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even if the assignee becomes a Member.

5.8 Withdrawal. Before dissolution and winding up of the business of the Company, no Member may withdraw from the Company without the consent of the Manager. If a Member withdraws in violation of this Section, such Member is not entitled to any distributions (under Section 305 or Section 808 of the Act) and the Company may recover from the withdrawing Member any damages for breach of this Agreement in excess of the amount that would otherwise be distributable to the Member under Sections 305 or 808 of the Act.

5.9 Expulsion. A Member may be expelled from the Company only for "cause" and only upon the affirmative vote of the Class A Members. The Member whose expulsion is in question will be entitled to vote on the matter of expulsion. Expulsion will be at a meeting of the Members called expressly for that purpose, and the Member whose expulsion is in question will be given reasonable advance notice of the allegations against the Member and an opportunity to be heard at the meeting. For purposes of this paragraph, "cause" shall mean a Member's divorce, conviction of a felony, the filing (voluntarily or involuntarily) of bankruptcy, or any action that is materially detrimental to the Company.

ARTICLE VI

VOTES OF THE MEMBERS

6.1 Voting. There shall be two classes of membership, Class A and Class B. Only Class A Members shall be entitled to vote on any matter submitted to a vote of the Members. Without limiting the generality of the foregoing, Class A Members shall have the right to vote on all of the following: (a) the dissolution of the Company; (b) the merger of the Company; or (c) an amendment to the Articles.

6.2 Required Vote. The affirmative vote or consent by a majority in the

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Percentage Interests of the Class A Members on such matter shall be required to approve any matter submitted to the Members for a vote.

6.3 Meeting. Meetings of the Members may be called at any time for any proper purpose or purposes by the Manager or the holders of at least ten percent (10%) of the Percentage of Interest of all Class A Members. The Company shall deliver or mail written notice stating the date, time, place and purposes of any meeting to each Class A Member entitled to vote at the meeting. Such notice shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting. All meetings shall be presided over by a Chairperson so designated by the Members. Class B Members may attend meetings at the discretion of the Manager.

6.4 Consent. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the Class A Members having not less than the minimum number of Percentage Interests that would be necessary to authorize or take such action at a meeting at which all Class A Members entitled to vote on the action were present and voted. Every written consent shall bear the date and signature of each Class A Member who signs the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Class A Members who have not consented in writing to such action. Class B Members are entitled to receive copies of all written consent resolutions.

ARTICLE VII

MANAGERS AND MANAGEMENT

7.1 Management of Business. The Company shall be managed by one or more Managers. The terms, duties, compensation and benefits, if any, of the Manager shall be determined by the Class A Members. The John F. Koetje Trust shall be the initial Manager and

have the sole right to manage the business of the Company. The Members acknowledge that one or more of John F. Koetje, his trust or other affiliate, are and may become creditors of the Company, and that any action he or they may take as a creditor of the Company is authorized and will not be deemed to be a breach of his fiduciary obligations to the Company or its Members. The Members hereby waive any rights to, and shall indemnify and hold the Manager harmless, from any claims or causes of action relating to his position as manager and a creditor, and further waive any real or perceived conflict of interest, whether those claims exist now or arise in the future. For as long as John F. Koetje or his trust is owed money by the Company, the Members further hereby knowingly and voluntarily waive their rights under Sections 510 and 515 of the Act.

7.2 General Powers of Manager. Except as may otherwise be provided in this Operating Agreement, the ordinary and usual decisions concerning all of the business and affairs of the Company shall be made by the Manager. The Manager has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to:

- (a) purchase, lease or otherwise acquire any real or personal property;
- (b) borrow money, incur liabilities and other obligations, and guaranty any liability or obligation;
- (c) enter into any and all agreements and execute any and all contracts, documents and instruments;
- (d) engage employees and agents, define their respective duties, and establish their compensation or remuneration;
- (e) establish pension plans, trusts, profit sharing plans and other benefit and incentive plans for Members, employees and agents of the Company;

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- (f) obtain insurance covering the business and affairs of the Company and its property and/or on the lives and well being of its Members, employees and agents;
- (g) commence, prosecute or defend any proceedings in the Company's name; and
- (h) participate with others in partnership, joint ventures and other associations and strategic alliances and vote the interest that the Company holds in other entities.

7.3 Standard of Care: Liability. A Manager shall discharge his or her duties as a manager in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in manner he or she reasonably believes to be in the best interest of the Company. A Manager shall not be liable for any monetary damages to the Company for any breach of such duties except for the following:

- (a) receipt of a financial benefit to which the Manager is not entitled;
- (b) voting for or assenting to a distribution to a the members in violation of this Agreement or the Act; or
- (c) a knowing violation of the law.

ARTICLE VIII

EXCULPATION OF LIABILITIES; INDEMNIFICATION

8.1 Liability of the Manager. A Manager shall not be liable for the acts, debts, or liabilities of the Company. No Manager shall be monetarily liable, responsible or accountable in damages or otherwise to any Manager or to the Company for any act or omission performed or omitted by the Manager.

8.2 Indemnification of Manager. The Company will indemnify and hold harmless, to the fullest extent permitted by the Act, the Manager from and against any and all losses,

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expenses (including attorneys fees), claims, and demands sustained by reason of any acts or omissions, or alleged acts or omissions, in the management of the Company, including judgments, penalties, fines, or expenses (including attorneys' fees) incurred in a proceeding to which the person is a party or threatened to be made a party because the Manager was involved in the management of the Company, except for those matters for which they have liability under Article 7.

8.3 Insurance. The Company may purchase and maintain insurance, payable to the Company (or as otherwise agreed by the Manager), to protect the Company and the Manager from the acts or omissions of each of the Manager. Such insurance shall be an expense of the Company.

ARTICLE IX
OPTIONS TO PURCHASE

9.1 Transfers by Operation of Law. If a Member does any of the following:

- (1) Files a voluntary petition under any bankruptcy or insolvency law, or a petition for the appointment of a receiver, or makes an assignment for the benefit of creditors; or
- (2) Permits or is subjected involuntarily to such a petition or assignment or to an attachment or other legal or equitable interest with respect to his, her, or its Membership Interest in the Company and such involuntary petition, assignment, or attachment is not discharged within thirty (30) days after its effective date; or
- (3) Permits or is subjected to any other possible involuntary transfer of his, her, or its Membership Interest in the Company by legal process, including, without limitation, an assignment or transfer pursuant to a divorce decree,

the Member whose Membership Interest is being subject to a transfer involuntarily or a voluntary bankruptcy filing shall be deemed to have withdrawn from the Company. If a deemed withdrawal occurs under this Article, the withdrawing Member will not be entitled to, but may at the discretion

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of the Manager, receive distributions from the Company for any purpose or be reinstated as a Member.

In addition, upon the occurrence of any event in (1)-(3) above, the withdrawing Member shall be deemed to have made an offer to sell to the remaining Member(s) the withdrawing Member's Membership Interest. The remaining Member(s) shall have the option but not the obligation to purchase, in accordance with the procedures set forth in 9.2, all (but not less than all) of the Member's Membership Interest that is subject to the transfer for the price and on the other terms and conditions set forth in paragraphs 9.3 and 9.4 below.

9.2 Procedural Requirements for Exercise of a Option.

(a) Within ten (10) days after the event that triggers the buy-out in 9.1 occurs, the withdrawing Member or his or her legal representative shall deliver a written notice to the remaining Member(s) informing the remaining Member(s) of the event giving rise to the option.

(b) After receiving notice from the withdrawing Member as set forth in (a) above, the remaining Member(s) shall have the option to purchase the withdrawing Member's Percentage interest in such proportion as they agree, and absent an agreement, in proportion to their respective Percentage Interest in the Company. This option may be exercised anytime after the receipt of the written notice, but prior to any Certificate of Dissolution of the Company being filed with the State of Michigan.

9.3 Purchase Price. The purchase price for the withdrawing Member's Interest shall be 75% of the fair market value of the Member's Interest. The fair market value of the withdrawing Member's interest in the Company shall be obtained by using the fair market value of the Company's real estate (as determined in good faith by the Manager), plus the book value of the remaining assets, less the Company's liabilities at the date of withdrawal. In the event that

there is a dispute over the fair market value determination of the Company's real estate, the real estate shall be appraised. One appraiser shall be selected by the withdrawing Member, and one appraiser shall be selected by the remaining Members(s). A third appraiser shall be selected by the mutual consent of the appraisers selected by the withdrawing Member and the remaining Member(s). The expense of employing the appraisers shall be borne one half by the withdrawing Member, and one half by the remaining Member(s).

9.4 Purchase Terms and Conditions. The purchase price for any Member's Interest may be paid as follows:

(a) Ten percent (10%) of the Purchase Price as a down payment, with the remaining balance being paid to the withdrawing Member under a three year Promissory Note. The principal balance of the Promissory Note will bear interest at the short-term Applicable Federal Rate. Monthly payments of principal and interest will be due under the Promissory Note; or,

(b) In cash within ninety (90) days of such purchase and shall bear no interest; or,

(c) Under such terms as the withdrawing Member and remaining Member(s) shall agree.

ARTICLE X

DISSOLUTION AND WINDING UP;

CONTINUATION OF BUSINESS

10.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) at any time specified in the Articles or this Operating Agreement; (b) the occurrence of any event specified in the Articles or this Operating Agreement; or (c) the unanimous consent of all the Class A Members.

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10.2 Winding Up. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed as follows: (i) to creditors, including to Members who are creditors, in order to satisfy Company debts, liabilities, and obligations; (ii) to Members in accordance with their positive capital accounts; and, (iii) then to Members and former Members in accordance with the Members' Percentage Interest. Members with negative capital account balances are required to restore the capital account to zero. Distributions made to the Members under this paragraph shall be paid to the Members within ninety (90) days after the date of winding up.

10.3 Continuation of Company after Disassociation. Notwithstanding the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member, or the occurrence of any other event that terminates the continued membership of a Member in the Company, the business and affairs of the Company shall continue.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Amendments. This Operating Agreement may be altered or amended only by a writing signed and agreed to by all of the parties hereto.

11.2 Governing Law. The terms and provisions of this Agreement shall be governed by and interpreted under the laws of the State of Michigan.

11.3 No Third Party Beneficiaries. Nothing contained in this Agreement shall create or be deemed to create any rights or benefits in any third parties.

11.4 Binding Effect. This Operating Agreement shall be binding on and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

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11.5 Severability. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without the said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.

11.6 Notice. Any notice given by either party shall be sufficient if mailed by certified letter addressed to the other party at its principal place of business, and any such notice shall be effective as of the date of mailing. Addresses may be changed on similar notice.

11.7 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior discussions, representations, amendments or understandings of every kind and nature between them.

11.8 Counterparts and Signatures. This Agreement may be executed and delivered in any number of counterparts, all of which when executed and delivered shall have the force and effect of an original. A telecopied signature of a party shall stand as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement on the dates set forth below, their names to be effective on the date listed in the first page of this Operating Agreement.

Dated: Effective April , 2011.

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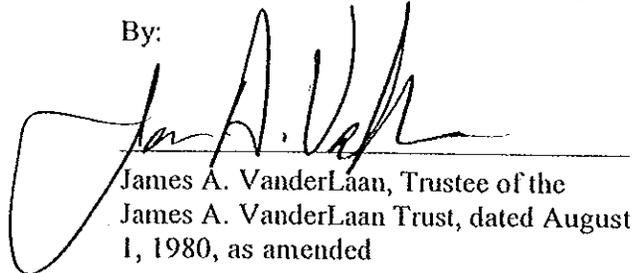
Signature page follows

SIGNED:

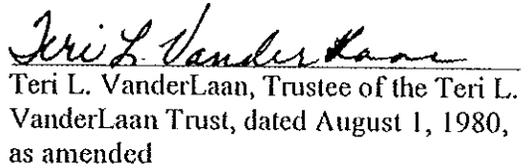
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a Michigan Limited Liability Company

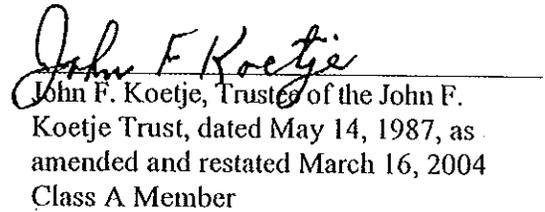
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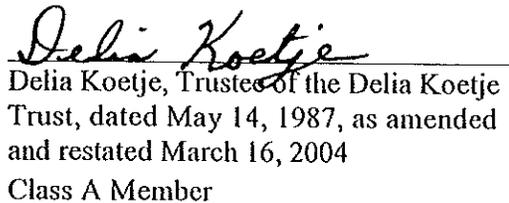

James A. VanderLaan, Trustee of the
James A. VanderLaan Trust, dated August
1, 1980, as amended

Class B Member


Teri L. VanderLaan, Trustee of the Teri L.
VanderLaan Trust, dated August 1, 1980,
as amended

Class B Member


John F. Koetje, Trustee of the John F.
Koetje Trust, dated May 14, 1987, as
amended and restated March 16, 2004
Class A Member


Delia Koetje, Trustee of the Delia Koetje
Trust, dated May 14, 1987, as amended
and restated March 16, 2004
Class A Member

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

EXHIBIT A

Each Member has contributed 6 Shares of Stock of Haymarsh Land Corporation, a Michigan Corporation. A total of 24 Shares of Stock of Haymarsh Land Corporation has been contributed.

CLASS A MEMBERS	INITIAL CAPITAL CONTRIBUTION	INTEREST IN CAPITAL
The John F. Koetje Trust u/a/d May 14, 1987, as amended and restated March 16, 2004	Corporate Stock in Haymarsh Land	25%
The Delia Koetje Trust u/a/d May 14, 1987, as amended and restated March 16, 2004	Corporate Stock in Haymarsh Land	25%
CLASS B MEMBERS	INITIAL CAPITAL CONTRIBUTION	INTEREST IN CAPITAL
The James A VanderLaan Trust u/a/d August 1, 1980	Corporate Stock in Haymarsh Land	25%
The Teri L. VanderLaan Trust u/a/d August 1, 1980	Corporate Stock in Haymarsh Land	25%

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Instrument 201100003759 OR 1iber Page 639 2126

Dept. of Licensing & Regulatory Affairs
FILED

201100003759
Filed for Record in
NEWFORD COUNTY
LORIE L. SORENSEN
05-25-2011 At 11:22 am.
CERT TRUST 32.00
OR 1iber 639 Page 2126 -- 2132

JUN 05 2013 '13 AP 0 2

201100003759
JAMES VANDERLAAN
4439 W JENNINGS RD
LAKE CITY MI 49651

STATE BOUNDARY COMMISSION

CERTIFICATE OF TRUST EXISTENCE AND AUTHORITY

The undersigned, being first duly sworn, deposes and says:

1. JAMES A. VANDER LAAN, of 4439 West Jennings Road, Lake City, Michigan 49651, established the JAMES A. VANDER LAAN TRUST ("Trust Agreement") on August 1, 1980, as amended March 31, 1983, September 28, 1988, November 23, 1993, April 23, 1999, and in its entirety on January 29, 2003, with himself as Grantor and himself and none others as duly-acting a d qualified trustee.

2. The undersigned executes this affidavit in his capacity as Grantor.

3. The undersigned hereby certifies that the Trust Agreement remains in full force and effect, and may affect the real property legally described on the attached Exhibit A.

4. The following provisions are found in the Trust Agreement and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the original trustee or any successor trustees:

Reserved Rights: Grantor reserves the right to exercise any of the following rights at any time or times during Grantor's life. The exercise of any of the following rights shall be effective upon filing written notice of the exercise with the trustee:

Withdrawal of Principal: Grantor may withdraw or remove trust property at any time.

Amendment and Revocation: Grantor may amend or revoke this Trust Agreement in whole or in part at anytime.

Trustee: Where the term "trustee" is used in this instrument, it shall refer, unless otherwise specifically provided, to the one or to those acting as trustee or trustees, regardless of number. If at any time there are more than two trustees, the act of a majority shall constitute the act of trustee.

If the trustee dies, resigns or is removed, TERI L. VANDER LAAN, of 4439 West Jennings Road, Lake City, Michigan 49651, and LAURA B. VANDER LAAN, of 324 Lenora NW, Grand Rapids MI 49504 or the survivor of the two, shall serve as successor co-trustees.

NEWFORD 03
05-25-2011

5. The following are verbatim reproductions of provisions of the Trust Agreement:

"Administrative and Investment Powers: My trustee is hereby granted the following administrative and investment powers:

Investment Powers. My trustee may invest and reinvest in such classes of stocks, bonds, securities, or other property, real or personal, as it shall determine. It may invest in investment trusts as well as in common trust funds. It may purchase life, annuity, accident, sickness, and medical insurance on the behalf of or for the benefit of any trust beneficiary. My trustee may designate a power of attorney or agent, which power of attorney or agent may exercise all of the investment powers delegated to my trustee hereunder.

Loaning. My trustee may loan money to any beneficiary, my estate, other trusts established by me, or to my spouse, on any terms and conditions and with or without collateral, as it deems in the best interest of the trust beneficiaries.

Borrowing. My trustee shall have the authority to borrow money upon such terms and conditions as it shall deem advisable. It shall also have the power to pledge the trust property as security for repayment for any such loans. My trustee shall further have the right to guarantee to any lender the obligation of any third party in any amount and on any terms as it shall determine. My trustee shall also have the authority to subordinate to any lender any interest of the trust in any note, lease, mortgage, debt or any other assets belonging to the trust on any terms as it may determine. My trustee shall have the authority to give as security for any such loan, or any such credits or guarantees, security interests in or pledges, assignments, apothecations, mortgages or transfers of any property, tangible real or personal, of this trust as it shall determine. My trustee shall have the authority to execute in the name of the trust such notes, drafts, acceptances, guarantees, subordination agreements, assignments, applications for letters of credit, security agreements, financing statements, mortgages, pledges, transfers, leases, and any other instrument or document deemed necessary by the lender and my trustee to carry out the authority in this section.

Real Estate Powers. My trustee shall have the power to buy or sell any interest in real estate on any terms deemed appropriate by my trustee.

My trustee may improve any real estate held as trust property, including the power to demolish any buildings in whole or in part, and to erect any buildings; to lease and grant options to lease for any term and upon such terms and conditions as it deems reasonable even though the term of said lease may extend beyond the termination of any trust created under this Agreement.

My trustee may also grant or release any easements or other interests with respect to real estate and may dedicate parks, streets and alleys or vacate any street or alley or construct, repair, alter, remodel or abandon any improvements.

Environmental Matters. My trustee may use and expend the trust income and principal to (i) conduct or cause to be conducted environmental investigations of the trust property, including environmental audits, assessments, site monitoring, laboratory analyses, testing, title histories, aerial photographs, public and private records reviews, and any related injuries arising out of or in any way related to liability or claims under federal, state or local environmental statutes, regulations, ordinances, requirements, demands of government authorities or policies or under common law ("Environmental Laws"); (ii) take appropriate remedial action to contain, clean-up or remove any actual or threatened

JUN 05 2013 '13 AP 0 2

environmental hazard, including a spill, release, discharge or contamination, and conduct site restoration work on the trust property and notify the appropriate federal, state or local authorities either on its own accord or in response to an actual or threatened violation of environmental laws; (iii) institute legal proceedings, claims and demands concerning environmental hazards, contamination or condition of the trust property, or contest, pay, compromise, settle or comply with legal proceedings, claims, demands, orders, penalties, fines and damages brought or imposed by federal, state or local government authorities or by a private litigant; and (iv) employ agents, consultants and legal counsel to assist with or perform the above undertakings or actions.

No trustee shall be liable for any loss or depreciation in value of trust assets as the result of the trustee retaining any property that is polluted or contaminated or has any adverse environmental condition unless the trustee caused the loss or depreciation in value through willful default, willful conduct, or gross negligence.

Sale, Lease, and Other Dispositive Powers. My trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the trust property.

My trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Oil, Gas, Coal, and Other Mineral Powers. My trustee may do all things necessary to maintain in full force and effect any oil, gas, coal, or other mineral interests comprising part or all of the trust property.

It may purchase additional oil, gas, coal, and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the trust property. It may buy or sell undivided interests in oil, gas, coal, and other mineral interests, and may exchange any of such interests for interests in other properties or for service.

It may execute oil, gas, coal, and other mineral leases on such terms as my trustee may deem proper, and may enter into pooling, unitization, repressurization, and other types of agreements relating to the development, operation, and conservation of mineral properties. Any lease or other agreement may have a duration that my trustee deems reasonable, even though extending beyond the duration of the trust created in this Agreement. It may execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments which it deems proper. It may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests. It may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interest, and may pay the cost of such services from the principal or income of the trust property.

My trustee may use the general assets of the trust created under this Agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interest.

Agricultural Powers. My trustee may retain, acquire, and continue any farm or ranching

operation whether as a sole proprietorship, partnership, or corporation.

It may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or share croppers. It may engage and participate in any government farm program, whether state or federally sponsored. It may purchase or rent machinery, equipment, livestock, poultry, feed, and seed. It may improve and repair all farm and ranch properties, construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

My trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this Agreement.

Certificate of Trust Existence and Authority. My trustee may, at anytime, record, file or deliver a Certificate of Trust Existence and Authority with or to any clerk, register of deeds, transfer agent or other similar agency or office or to any person dealing with my trustee. Such Certificate shall contain a verbatim synopsis of certain powers of my trustee set forth in this Agreement ("Powers") and shall be signed and acknowledged by the trustee or the attorney for the grantor or trustee. Any purchaser or person dealing with my trustee shall be entitled to rely on such Certificate as a full statement of the powers of this Agreement which are pertinent to the particular transaction. Machine copies of the executed Certificate shall have the same effect and authority as the executed Certificate.

Trustee Powers: My trustee shall have the power to deal with real and personal property held in trust as freely as I might have, without prior or subsequent approval by any court or judicial authority and shall have those powers allowed to Trustees under Michigan law and the laws of any state where this Agreement may be administered. No person dealing with my trustee shall be required to inquire into the proprieties of any of my trustee's actions nor shall any person paying money or delivering money to the Trust be required to see to its application.

State Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan.

6. JAMES A. VANDER LAAN, of 4439 West Jennings Road, Lake City, Michigan 49651, is the trustee of the Trust as of this date.

7. This Affidavit is executed on April 19, 2011.

WITNESSES:

JAMES A. VANDER LAAN, Grantor

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

STATE OF MICHIGAN)
COUNTY OF Missaukee) ss.

On April 19, 2011, before me, a Notary Public, in and for said County, personally appeared James A. Vander Laan, to me known to be the same person described in and who executed the within instrument and who acknowledged the same to be his free act and deed.

C. L. Molitor
Notary Public, _____ County, MI
My Commission Expires: _____

This Instrument Drafted By:
Ben A. Fowler
McSHANE & BOWIE, P.L.C.
1100 Campau Square Plaza
99 Monroe Ave., N.W., P.O. Box 360
Grand Rapids, MI 49501-0360
(616) 732-5000



C. L. MOLITOR
Notary Public, State of Michigan
County of Missaukee
My Commission Expires Jan. 01, 2013
Acting in the County of Missaukee

#232264 v1

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 02

STATE BOUNDARY COMMISSION

Exhibit A

Description of Property

Member interest in TeriDee, LLC, the Owner of Real Property Described as:

Parcel 1: The West 1/2 of the fractional Northeast 1/4, except the North 300 feet lying Easterly of the West 100 feet, and except the Clear View Area, and except that portion deeded to Michigan Department of Transportation in Deed recorded in Liber 346, Page 967, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1201

Parcel 2: Commencing 300 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 300 feet; thence West 225 feet; thence North 300 feet; thence East 225 feet to the point of beginning, except the relocation of M-55 route, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1203

Parcel 3: Commencing 525 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 150 feet; thence West 75 feet; thence North of the South line of Highway; thence East 75 feet to the point of beginning, except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1204

Parcel 4: Commencing 700 feet West of the intersection of the centerline of the Northeast fractional 1/4 and the South line of Highway M-55; thence West along Highway M-55 right-of-way, 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the point of beginning, except that portion of the relocated Highway M-55 as conveyed in Liber 234 at Page 41, Wexford County Records, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1207

(continued)

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Exhibit A

Description of Property
(continued)

Member interest in TeriDec, LLC, the Owner of Real Property Described as:

Parcel 5: That part of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, described by metes and bounds as follows: From a point on the South line of Michigan Highway M-55, which is 800 feet West of the intersection of the centerline of said Northeast 1/4 and the South line of said Highway, as the point of beginning; thence West along Highway M-55 right-of-way 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the place of beginning, excepting all that part of the Westerly 1/2 of the above-described property lying Northerly of a line parallel to and 75 feet Southerly when measured at right angles from the survey line of Highway M-55. Also excepting all that part of the East 1/2 of the above described property lying Northerly of a line parallel to and 60 feet Southerly when measured at right angles, from the survey line of said Highway M-55; and excepting a parcel commencing 900 feet West of the intersection of the North-South 1/8 line of the Northeast 1/4 of said Section 2, and the South boundary line of Highway M-55; thence South 150 to the point of beginning; thence East 12 feet; thence South 150 feet; thence West 12 feet; thence North 150 feet to the point of beginning.
2109-02-1208

Parcel 6: Commencing at the North-South 1/8 line of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, and the South Boundary Line of Highway M-55; thence West 900 feet to the Point of Beginning; thence South 150 feet; thence East 12 feet; thence South 150 feet; thence West 162 feet; thence North 300 feet; thence East 150 feet to the point of beginning.
1209-02-1209

Parcel 7: Commencing at a point 1050 feet West of the intersection of the South right-of-way line of Highway M-55 and the centerline of the Northeast fractional 1/4; thence South 300 feet; thence West 164.4 feet; thence North 300 feet; thence East 164.4 feet to the point of beginning; except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
1209-02-1210

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

201100003760
Filed for Record in
WISCONSIN COUNTY
LORIE L. SORENSEN
05-25-2011 At 11:22 am.
CERT TRUST 32.00
OR 1iber 639 Page 2133 - 2139

201100003760
JAMES VANDERLAAN
4439 W JENNINGS RD
LAKE CITY MI 49651

CERTIFICATE OF TRUST EXISTENCE AND AUTHORITY

The undersigned, being first duly sworn, deposes and says:

1. TERI L. VANDER LAAN, of 4439 West Jennings Road, Lake City, Michigan 49651, established the TERI L. VANDER LAAN TRUST ("Trust Agreement") on November 23, 1993, as amended April 28, 1999, and in its entirety on January 29, 2003, with herself as Grantor and herself and none others as duly-acting and qualified trustee.
2. The undersigned executes this affidavit in her capacity as Grantor.
3. The undersigned hereby certifies that the Trust Agreement remains in full force and effect, and may affect the real property legally described on the attached Exhibit A.
4. The following provisions are found in the Trust Agreement and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the original trustee or any successor trustees:

Reserved Rights: Grantor reserves the right to exercise any of the following rights at any time or times during Grantor's life. The exercise of any of the following rights shall be effective upon filing written notice of the exercise with the trustee:

Withdrawal of Principal: Grantor may withdraw or remove trust property at any time.

Amendment and Revocation: Grantor may amend or revoke this Trust Agreement in whole or in part at any time.

Trustee: Where the term "trustee" is used in this instrument, it shall refer, unless otherwise specifically provided, to the one or to those acting as trustee or trustees, regardless of number. If at any time there are more than two trustees, the act of a majority shall constitute the act of trustee.

If the trustee dies, resigns or is removed, JAMES A. VANDER LAAN, of 4439 West Jennings Road, Lake City, Michigan 49651, and LEIGHAN M. CAMPEAU, of 6201 1st St, Farmont, MI 49651, or the survivor of the two, shall serve as successor co-trustees.

A successor or a co-trustee may qualify by filing with another trustee or beneficiary hereunder, a written acceptance of trust.

5. The following are verbatim reproductions of provisions of the Trust Agreement:

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Received
WISCONSIN COUNTY
05-25-2011 11:21 am.

"Administrative and Investment Powers: My trustee is hereby granted the following administrative and investment powers:

Investment Powers. My trustee may invest and reinvest in such classes of stocks, bonds, securities, or other property, real or personal, as it shall determine. It may invest in investment trusts as well as in common trust funds. It may purchase life, annuity, accident, sickness, and medical insurance on the behalf of or for the benefit of any trust beneficiary. My trustee may designate a power of attorney or agent, which power of attorney or agent may exercise all of the investment powers delegated to my trustee hereunder.

Loaning. My trustee may loan money to any beneficiary, my estate, other trusts established by me, or to my spouse, on any terms and conditions and with or without collateral, as it deems in the best interest of the trust beneficiaries.

Borrowing. My trustee shall have the authority to borrow money upon such terms and conditions as it shall deem advisable. It shall also have the power to pledge the trust property as security for repayment for any such loans. My trustee shall further have the right to guarantee to any lender the obligation of any third party in any amount and on any terms as it shall determine. My trustee shall also have the authority to subordinate to any lender any interest of the trust in any note, lease, mortgage, debt or any other assets belonging to the trust on any terms as it may determine. My trustee shall have the authority to give as security for any such loan, or any such credits or guarantees, security interests in or pledges, assignments, apothecations, mortgages or transfers of any property, tangible real or personal, of this trust as it shall determine. My trustee shall have the authority to execute in the name of the trust such notes, drafts, acceptances, guarantees, subordination agreements, assignments, applications for letters of credit, security agreements, financing statements, mortgages, pledges, transfers, leases, and any other instrument or document deemed necessary by the lender and my trustee to carry out the authority in this section.

Real Estate Powers. My trustee shall have the power to buy or sell any interest in real estate on any terms deemed appropriate by my trustee.

My trustee may improve any real estate held as trust property, including the power to demolish any buildings in whole or in part, and to erect any buildings; to lease and grant options to lease for any term and upon such terms and conditions as it deems reasonable even though the term of said lease may extend beyond the termination of any trust created under this Agreement.

My trustee may also grant or release any easements or other interests with respect to real estate and may dedicate parks, streets and alleys or vacate any street or alley or construct, repair, alter, remodel or abandon any improvements.

Environmental Matters. My trustee may use and expend the trust income and principal to (i) conduct or cause to be conducted environmental investigations of the trust property, including environmental audits, assessments, site monitoring, laboratory analyses, testing, title histories, aerial photographs, public and private records reviews, and any related injuries arising out of or in any way related to liability or claims under federal, state or local environmental statutes, regulations, ordinances, requirements, demands of government authorities or policies or under common law ("Environmental Laws"); (ii) take appropriate remedial action to contain, clean-up or remove any actual or threatened environmental hazard, including a spill, release, discharge or contamination, and conduct site restoration work on the trust property and notify the appropriate federal, state or local authorities either on its own

accord or in response to an actual or threatened violation of environmental laws; (iii) institute legal proceedings, claims and demands concerning environmental hazards, contamination or condition of the trust property, or contest, pay, compromise, settle or comply with legal proceedings, claims, demands, orders, penalties, fines and damages brought or imposed by federal, state or local government authorities or by a private litigant; and (iv) employ agents, consultants and legal counsel to assist with or perform the above undertakings or actions.

No trustee shall be liable for any loss or depreciation in value of trust assets as the result of the trustee retaining any property that is polluted or contaminated or has any adverse environmental condition unless the trustee caused the loss or depreciation in value through willful default, willful conduct, or gross negligence.

Sale, Lease, and Other Dispositive Powers. My trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the trust property.

My trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Oil, Gas, Coal, and Other Mineral Powers. My trustee may do all things necessary to maintain in full force and effect any oil, gas, coal, or other mineral interests comprising part or all of the trust property.

It may purchase additional oil, gas, coal, and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the trust property. It may buy or sell undivided interests in oil, gas, coal, and other mineral interests, and may exchange any of such interests for interests in other properties or for service.

It may execute oil, gas, coal, and other mineral leases on such terms as my trustee may deem proper, and may enter into pooling, unitization, repressurization, and other types of agreements relating to the development, operation, and conservation of mineral properties. Any lease or other agreement may have a duration that my trustee deems reasonable, even though extending beyond the duration of the trust created in this Agreement. It may execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments which it deems proper. It may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests. It may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interest, and may pay the cost of such services from the principal or income of the trust property.

My trustee may use the general assets of the trust created under this Agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interest.

Agricultural Powers. My trustee may retain, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

It may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or share croppers. It may engage and participate in any government farm program, whether state or federally sponsored. It may purchase or rent machinery, equipment, livestock, poultry, feed, and seed. It may improve and repair all farm and ranch properties, construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

My trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this Agreement.

Certificate of Trust Existence and Authority. My trustee may, at anytime, record, file or deliver a Certificate of Trust Existence and Authority with or to any clerk, register of deeds, transfer agent or other similar agency or office or to any person dealing with my trustee. Such Certificate shall contain a verbatim synopsis of certain powers of my trustee set forth in this Agreement ("Powers") and shall be signed and acknowledged by the trustee or the attorney for the grantor or trustee. Any purchaser or person dealing with my trustee shall be entitled to rely on such Certificate as a full statement of the powers of this Agreement which are pertinent to the particular transaction. Machine copies of the executed Certificate shall have the same effect and authority as the executed Certificate.

Trustee Powers: My trustee shall have the power to deal with real and personal property held in trust as freely as I might have, without prior or subsequent approval by any court or judicial authority and shall have those powers allowed to Trustees under Michigan law and the laws of any state where this Agreement may be administered. No person dealing with my trustee shall be required to inquire into the proprieties of any of my trustee's actions nor shall any person paying money or delivering money to the Trust be required to see to its application.

State Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan.

6. TERI L. VANDER LAAN, of 4439 West Jennings Road, Lake City, Michigan 49651, is the trustee of the Trust as of this date.

7. This Affidavit is executed on April 19, 2011.

WITNESSES:

Teri L VanderLaan
TERI L. VANDER LAAN, Grantor

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE OF MICHIGAN)
COUNTY OF Missaukee) ss.

On April 19, 2011, before me, a Notary Public, in and for said County, personally appeared Teri L. Vander Laan, to me known to be the same person described in and who executed the within instrument and who acknowledged the same to be her free act and deed.

G. L. Moutor
Notary Public, _____ County, MI
My Commission Expires: _____

This Instrument Drafted By:
Ben A. Fowler
McSIANE & BOWIE, P.L.C.
1100 Campau Square Plaza
99 Monroe Ave., N.W., P.O. Box 360
Grand Rapids, MI 49501-0360
(616) 732-5000

 G. L. MOUTOR
Notary Public, State of Michigan
County of Missaukee
My Commission Expires Jan. 01, 2013
Acting in the County of
Missaukee

#252263 v1

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Exhibit A

Description of Property

Member interest in TeriDee, LLC, the Owner of Real Property Described as:

Parcel 1: The West 1/2 of the fractional Northeast 1/4, except the North 300 feet lying Easterly of the West 100 feet, and except the Clear View Area, and except that portion deeded to Michigan Department of Transportation in Deed recorded in Liber 346, Page 967, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1201

Parcel 2: Commencing 300 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 300 feet; thence West 225 feet; thence North 300 feet; thence East 225 feet to the point of beginning, except the relocation of M-55 route, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1203

Parcel 3: Commencing 525 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 150 feet; thence West 75 feet; thence North of the South line of Highway; thence East 75 feet to the point of beginning, except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1204

Parcel 4: Commencing 700 feet West of the intersection of the centerline of the Northeast fractional 1/4 and the South line of Highway M-55; thence West along Highway M-55 right-of-way, 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the point of beginning, except that portion of the relocated Highway M-55 as conveyed in Liber 234 at Page 41, Wexford County Records, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1207

(continued)

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

Exhibit A

Description of Property
(continued)

Member interest in TeriDec, LLC, the Owner of Real Property Described as:

Parcel 5: That part of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, described by metes and bounds as follows: From a point on the South line of Michigan Highway M-55, which is 800 feet West of the intersection of the centerline of said Northeast 1/4 and the South line of said Highway, as the point of beginning; thence West along Highway M-55 right-of-way 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the place of beginning, excepting all that part of the Westerly 1/2 of the above-described property lying Northerly of a line parallel to and 75 feet Southerly when measured at right angles from the survey line of Highway M-55. Also excepting all that part of the East 1/2 of the above described property lying Northerly of a line parallel to and 60 feet Southerly when measured at right angles, from the survey line of said Highway M-55; and excepting a parcel commencing 900 feet West of the intersection of the North-South 1/8 line of the Northeast 1/4 of said Section 2, and the South boundary line of Highway M-55; thence South 150 to the point of beginning; thence East 12 feet; thence South 150 feet; thence West 12 feet; thence North 150 feet to the point of beginning.
2109-02-1208

Parcel 6: Commencing at the North-South 1/8 line of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, and the South Boundary Line of Highway M-55; thence West 900 feet to the Point of Beginning; thence South 150 feet; thence East 12 feet; thence South 150 feet; thence West 162 feet; thence North 300 feet; thence East 150 feet to the point of beginning.
1209-02-1209

Parcel 7: Commencing at a point 1050 feet West of the intersection of the South right-of-way line of Highway M-55 and the centerline of the Northeast fractional 1/4; thence South 300 feet; thence West 164.4 feet; thence North 300 feet; thence East 164.4 feet to the point of beginning; except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
1209-02-1210

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

necessary charges and expenses required for the proper care, maintenance and management of Trust assets; to distribute Trust assets in cash or in kind under this Trust; to make tax elections permitted by law and to impose a lien on Trust assets to secure payment; to employ attorneys, accountants, brokers, banks, custodians, investment counsel, and other agents and to delegate to agents other duties, rights and powers of Trustee for periods Trustee considers appropriate; to purchase property from Grantor's spouse's estate or trust at prices and on terms Trustee considers appropriate; to retain or invest in stocks, bonds, savings instruments or other obligations issued by a corporate trustee, its holding companies, affiliates, proposed affiliates and/or successors; to continue holdings in any business which may be transferred to the Trust for as long and in any form which Trustee, in its absolute discretion, considers to be in the best interest of the Trust and its beneficiaries; to receive, apply for, own, pay premiums on, and borrow upon any insurance policy held by the Trust, to exercise, as absolute owner, all the options, benefits, rights, and privileges under any insurance policies held by the Trust; to purchase assets from Grantor's spouse, or from a so-called marital or QTIP trust or trusts for the benefit of Grantor's spouse, or from a combination of them; to enter into any transaction with the Personal Representative of Grantor's estate without the necessity of the consent or approval of any interested person or a court, and enter into any transaction with the trustee of any trust or the personal representative of any other estate in which any beneficiary or distributee has any interest, even though the Trustee also is the other trustee or personal representative; and to release all or any part of a general power or special power, even if a special power is not presently exercisable or is exercisable in a fiduciary capacity that requires the exercise of the power, if Trustee, in its sole discretion, determines that the release is necessary to qualify a trust (1) for the marital or charitable deductions for federal estate or gift tax purposes or (2) as an eligible shareholder of an S-corporation [as defined in IRC Section 1361(b)]. If Trustee retains any business holdings which are transferred into the Trust, Trustee has full power to participate directly in the management of the business and the right to receive reasonable compensation for its services. Trustee shall also have full powers to vote shares of any securities and/or partnerships held in trust.

...

REVOCATION OR AMENDMENT OF TRUST

Grantor may amend part or all of this Agreement or revoke it in its entirety at any time by delivering written notice to Trustee. However, Trustee's responsibilities may not be changed without Trustee's written consent. The power to revoke or amend includes the right to withdraw all or part of the property from this Trust; to add other property to the Trust; to change the beneficiaries, the respective shares and the plan of distribution; and to discharge any Trustee, and designate and appoint a Successor Trustee. If Grantor revokes the Trust, Trustee will deliver all Trust assets to Grantor or as Grantor directs in writing, less its reasonable fees and expenses. This Trust shall become irrevocable upon the death of Grantor.

...

A. Michigan Law: This Agreement will be interpreted and governed under Michigan law.

4. The assets in the John F. Koetje Trust dated May 14, 1987, as amended, include, but are not limited to, the real property described in Schedule A attached hereto and made a part hereof.

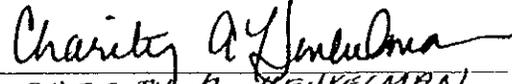
5. The John F. Koetje Trust dated May 14, 1987, as amended, is in full force and has not been further amended, and the undersigned continues to serve as its Trustee.

Dated this 24th day of May, 2011.



John F. Koetje

The foregoing instrument was acknowledged before me this 24th day of MAY, 2011, by John F. Koetje, Trustee of the John F. Koetje Trust dated May 14, 1987, as amended, on behalf of the trust.



* CHARITY A. HENKELMAN
Notary Public, OTTAWA County, Michigan
My commission expires: 2-1-2014
Acting in KENT County, Michigan

Drafted by:

Randall A. Kraker, Esq.
Varnum LLP
P.O. Box 352
Grand Rapids, MI 49501-0352

#4302733_1.DOC

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Schedule A

Description of Property

Real Property Described as:

Commencing at the East 1/4 corner of Section 2, Town 21 North, Range 9 West, Clam Township, Wexford County, Michigan; thence North 88°40'29" West along the East-West 1/4 line 5.38 feet to the Point of Beginning; thence North 88°40'29" West along the East-West 1/4 line 1285.73 feet to the East 1/8 line; thence North 00°57'32" East along said line 2557.38 feet; thence South 89°07'47" East parallel with the North section line 327.89 feet; thence South 01°04'24" West 15 feet; thence South 89°07'47" East parallel with the North Section line 327.89 feet; thence South 01°11'15" West 118.53 feet to the centerline of Michcon Gas Line MLV#12; thence South 17°58'43" East along said centerline 859.13 feet; thence South 11°17'05" East continuing along said centerline 1658.18 feet to the point of beginning. Together with and subject to an existing 66 foot wide easement as described in Liber 367 Page 805, Wexford County Records.

AND

Commencing 268 feet South and 1087 feet West of the Northeast corner of Section 2, Town 21 North, Range 9 West, Clam Township, Wexford County, Michigan; thence West 116 feet; thence South 115 feet to the North boundary of R/W; thence East 116 feet; thence North to the point of beginning. Subject to and together with an easement over the Southerly 66 feet of the Northerly 449 feet and the Westerly 66 feet of the Easterly 970 feet of the Northerly 386 feet of the Northeast 1/4 of the Northeast 1/4 of Section 2.

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

Schedule A

Description of Property
(continued)

Member interest in TeriDee, LLC, the Owner of Real Property Described as:

Parcel 1: The West 1/2 of the fractional Northeast 1/4, except the North 300 feet lying Easterly of the West 100 feet, and except the Clear View Area, and except that portion deeded to Michigan Department of Transportation in Deed recorded in Liber 346, Page 967, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1201

Parcel 2: Commencing 300 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 300 feet; thence West 225 feet; thence North 300 feet; thence East 225 feet to the point of beginning, except the relocation of M-55 route, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1203

Parcel 3: Commencing 525 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 150 feet; thence West 75 feet; thence North of the South line of Highway; thence East 75 feet to the point of beginning, except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1204

Parcel 4: Commencing 700 feet West of the intersection of the centerline of the Northeast fractional 1/4 and the South line of Highway M-55; thence West along Highway M-55 right-of-way, 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the point of beginning, except that portion of the relocated Highway M-55 as conveyed in Liber 234 at Page 41, Wexford County Records, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1207

(continued)

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2
STATE BOUNDARY COMMISSION

Schedule A

Description of Property
(continued)

Member interest in TeriDce, LLC, the Owner of Real Property Described as:

Parcel 5: That part of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, described by metes and bounds as follows: From a point on the South line of Michigan Highway M-55, which is 800 feet West of the intersection of the centerline of said Northeast 1/4 and the South line of said Highway, as the point of beginning; thence West along Highway M-55 right-of-way 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the place of beginning, excepting all that part of the Westerly 1/2 of the above-described property lying Northerly of a line parallel to and 75 feet Southerly when measured at right angles from the survey line of Highway M-55. Also excepting all that part of the East 1/2 of the above described property lying Northerly of a line parallel to and 60 feet Southerly when measured at right angles, from the survey line of said Highway M-55; and excepting a parcel commencing 900 feet West of the intersection of the North-South 1/8 line of the Northeast 1/4 of said Section 2, and the South boundary line of Highway M-55; thence South 150 to the point of beginning; thence East 12 feet; thence South 150 feet; thence West 12 feet; thence North 150 feet to the point of beginning.

2109-02-1208

Parcel 6: Commencing at the North-South 1/8 line of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, and the South Boundary Line of Highway M-55; thence West 900 feet to the Point of Beginning; thence South 150 feet; thence East 12 feet; thence South 150 feet; thence West 162 feet; thence North 300 feet; thence East 150 feet to the point of beginning.

1209-02-1209

Parcel 7: Commencing at a point 1050 feet West of the intersection of the South right-of-way line of Highway M-55 and the centerline of the Northeast fractional 1/4; thence South 300 feet; thence West 164.4 feet; thence North 300 feet; thence East 164.4 feet to the point of beginning; except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.

1209-02-1210

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

to settle and compromise any claims, by or against this Trust or Grantor's estate; to borrow money and pledge the assets of this Trust as collateral; to pay taxes, repairs, insurance and any other necessary charges and expenses required for the proper care, maintenance and management of Trust assets; to distribute Trust assets in cash or in kind under this Trust; to make tax elections permitted by law and to impose a lien on Trust assets to secure payment; to employ attorneys, accountants, brokers, banks, custodians, investment counsel, and other agents and to delegate to agents other duties, rights and powers of Trustee for periods Trustee considers appropriate; to purchase property from Grantor's spouse's estate or trust at prices and on terms Trustee considers appropriate; to retain or invest in stocks, bonds, savings instruments or other obligations issued by a corporate trustee, its holding companies, affiliates, proposed affiliates and/or successors; to continue holdings in any business which may be transferred to the Trust for as long and in any form which Trustee, in its absolute discretion, considers to be in the best interest of the Trust and its beneficiaries; to receive, apply for, own, pay premiums on, and borrow upon any insurance policy held by the Trust, to exercise, as absolute owner, all the options, benefits, rights, and privileges under any insurance policies held by the Trust; to purchase assets from Grantor's spouse, or from a so-called marital or QTIP trust or trusts for the benefit of Grantor's spouse, or from a combination of them; to enter into any transaction with the Personal Representative of Grantor's estate without the necessity of the consent or approval of any interested person or a court, and enter into any transaction with the trustee of any trust or the personal representative of any other estate in which any beneficiary or distributee has any interest, even though the Trustee also is the other trustee or personal representative; and to release all or any part of a general power or special power, even if a special power is not presently exercisable or is exercisable in a fiduciary capacity that requires the exercise of the power, if Trustee, in its sole discretion, determines that the release is necessary to qualify a trust (1) for the marital or charitable deductions for federal estate or gift tax purposes or (2) as an eligible shareholder of an S-corporation [as defined in IRC Section 1361(b)]. If Trustee retains any business holdings which are transferred into the Trust, Trustee has full power to participate directly in the management of the business and the right to receive reasonable compensation for its services. Trustee shall also have full powers to vote shares of any securities and/or partnerships held in trust.

...

REVOCATION OR AMENDMENT OF TRUST

Grantor may amend part or all of this Agreement or revoke it in its entirety at any time by delivering written notice to Trustee. However, Trustee's responsibilities may not be changed without Trustee's written consent. The power to revoke or amend includes the right to withdraw all or part of the property from this Trust; to add other property to the Trust; to change the beneficiaries, the respective shares and the plan of distribution; and to discharge any Trustee, and designate and appoint a Successor Trustee. If Grantor revokes the Trust, Trustee will deliver all Trust assets to Grantor or as Grantor directs in writing, less its reasonable fees and expenses. This Trust shall become irrevocable upon the death of Grantor.

...

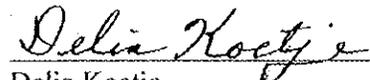
A. Michigan Law: This Agreement will be interpreted and governed under Michigan law.

JUN 05 2013 13 AP 0 2

4. The assets in the Delia Koetje Trust dated May 14, 1987, as amended, include, but are not limited to, the real property described in Schedule A attached hereto and made a part hereof. STATE BOUNDARY COMMISSION

5. The Delia Koetje Trust dated May 14, 1987, as amended, is in full force and has not been further amended, and the undersigned continues to serve as its Trustee.

Dated this ~~24~~²⁴ day of May, 2011.



Delia Koetje

The foregoing instrument was acknowledged before me this 24th day of MAY, 2011, by Delia Koetje, Trustee of the Delia Koetje Trust dated May 14, 1987, as amended, on behalf of the trust.



* CHARITY A. HENKELMAN
Notary Public, OTAWA County, Michigan
My commission expires: 02/01/2014
Acting in KENT County, Michigan

Drafted by:

Randall A. Kraker, Esq.
Varnum LLP
P.O. Box 352
Grand Rapids, MI 49501-0352

#4303091_1.DOC

Schedule A

Description of Property

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2
STATE BOUNDARY COMMISSION

Real Property Described as:

Commencing at the East 1/4 corner of Section 2, Town 21 North, Range 9 West, Clam Township, Wexford County, Michigan; thence North 88°40'29" West along the East-West 1/4 line 5.38 feet to the Point of Beginning; thence North 88°40'29" West along the East-West 1/4 line 1285.73 feet to the East 1/8 line; thence North 00°57'32" East along said line 2557.38 feet; thence South 89°07'47" East parallel with the North section line 327.89 feet; thence South 01°04'24" West 15 feet; thence South 89°07'47" East parallel with the North Section line 327.89 feet; thence South 01°11'15" West 118.53 feet to the centerline of Michcon Gas Line MLV#12; thence South 17°58'43" East along said centerline 859.13 feet; thence South 11°17'05" East continuing along said centerline 1658.18 feet to the point of beginning. Together with and subject to an existing 66 foot wide easement as described in Liber 367 Page 805, Wexford County Records.

AND

Commencing 268 feet South and 1087 feet West of the Northeast corner of Section 2, Town 21 North, Range 9 West, Clam Township, Wexford County, Michigan; thence West 116 feet; thence South 115 feet to the North boundary of R/W; thence East 116 feet; thence North to the point of beginning. Subject to and together with an easement over the Southerly 66 feet of the Northerly 449 feet and the Westerly 66 feet of the Easterly 970 feet of the Northerly 386 feet of the Northeast 1/4 of the Northeast 1/4 of Section 2.

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2
STATE BOUNDARY COMMISSION

Schedule A
Description of Property
(continued)

Member interest in TeriDec, LLC, the Owner of Real Property Described as:

Parcel 1: The West 1/2 of the fractional Northeast 1/4, except the North 300 feet lying Easterly of the West 100 feet, and except the Clear View Area, and except that portion deeded to Michigan Department of Transportation in Deed recorded in Liber 346, Page 967, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1201

Parcel 2: Commencing 300 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 300 feet; thence West 225 feet; thence North 300 feet; thence East 225 feet to the point of beginning, except the relocation of M-55 route, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1203

Parcel 3: Commencing 525 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 150 feet; thence West 75 feet; thence North of the South line of Highway; thence East 75 feet to the point of beginning, except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1204

Parcel 4: Commencing 700 feet West of the intersection of the centerline of the Northeast fractional 1/4 and the South line of Highway M-55; thence West along Highway M-55 right-of-way, 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the point of beginning, except that portion of the relocated Highway M-55 as conveyed in Liber 234 at Page 41, Wexford County Records, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1207

(continued)

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

Schedule A

Description of Property
(continued)

Member interest in TeriDec, LLC; the Owner of Real Property Described as:

Parcel 5: That part of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, described by metes and bounds as follows: From a point on the South line of Michigan Highway M-55, which is 800 feet West of the intersection of the centerline of said Northeast 1/4 and the South line of said Highway, as the point of beginning; thence West along Highway M-55 right-of-way 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the place of beginning, excepting all that part of the Westerly 1/2 of the above-described property lying Northerly of a line parallel to and 75 feet Southerly when measured at right angles from the survey line of Highway M-55. Also excepting all that part of the East 1/2 of the above described property lying Northerly of a line parallel to and 60 feet Southerly when measured at right angles, from the survey line of said Highway M-55; and excepting a parcel commencing 900 feet West of the intersection of the North-South 1/8 line of the Northeast 1/4 of said Section 2, and the South boundary line of Highway M-55; thence South 150 to the point of beginning; thence East 12 feet; thence South 150 feet; thence West 12 feet; thence North 150 feet to the point of beginning.

2109-02-1208

Parcel 6: Commencing at the North-South 1/8 line of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, and the South Boundary Line of Highway M-55; thence West 900 feet to the Point of Beginning; thence South 150 feet; thence East 12 feet; thence South 150 feet; thence West 162 feet; thence North 300 feet; thence East 150 feet to the point of beginning.

1209-02-1209

Parcel 7: Commencing at a point 1050 feet West of the intersection of the South right-of-way line of Highway M-55 and the centerline of the Northeast fractional 1/4; thence South 300 feet; thence West 164.4 feet; thence North 300 feet; thence East 164.4 feet to the point of beginning; except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.

1209-02-1210

ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND

PART V

The following signer holds legal title to land having an area of 58.15 acres which is located within the territory proposed to be annexed and is described as follows:

Commencing at the East 1/4 corner of Section 2, Town 21 North, Range 9 West, Clam Township, Wexford County, Michigan; thence North 88°40'29" West along the East-West 1/4 line 5.38 feet to the Point of Beginning; thence North 88°40'29" West along the East-West 1/4 line 1285.73 feet to the East 1/8 line; thence North 00°57'32" East along said line 2557.38 feet; thence South 89°07'47" East parallel with the North section line 327.89 feet; thence South 01°04'24" West 15 feet; thence South 89°07'47" East parallel with the North Section line 327.89 feet; thence South 01°11'15" West 118.53 feet to the centerline of Michcon Gas Line MLV#12; thence South 17°58'43" East along said centerline 859.13 feet; thence South 11°17'05" East continuing along said centerline 1658.18 feet to the point of beginning. Together with and subject to an existing 66 foot wide easement as described in Liber 367 Page 805, Wexford County Records.

AND

Commencing 268 feet South and 1087 feet West of the Northeast corner of Section 2, Town 21 North, Range 9 West, Clam Township, Wexford County, Michigan; thence West 116 feet; thence South 115 feet to the North boundary of R/W; thence East 116 feet; thence North to the point of beginning. Subject to and together with an easement over the Southerly 66 feet of the Northerly 449 feet and the Westerly 66 feet of the Easterly 970 feet of the Northerly 386 feet of the Northeast 1/4 of the Northeast 1/4 of Section 2.

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND

PART Va

The undersigned, first being duly sworn, deposes and says that he/she holds record title to land he/she has described in PART V which is within the area described in PART III, and to his/her best knowledge and belief the statements contained in the petition are true.

John F. Koetje
Signature
John F. Koetje, Trustee of the John F. Koetje Trust u/a/d 5-14-1987, as amended
Print

1860 R.W. Berends Drive, SW
Street Address

Wyoming, MI 49519
City/State/Zip

June 4 2013
Date

Delia Koetje
Signature
Delia Koetje, Trustee of the Delia Koetje Trust u/a/d 5-14-1987, as amended
Print

1860 R.W. Berends Drive, SW
Street Address

Wyoming, MI 49519
City/State/Zip

June 4-2013
Date

Subscribed and sworn before me, Cameron D. Ritzema
this 4th day of June, 2013
a Notary Public in and for Ottawa County, Michigan
Signature of Notary Public Cameron D. Ritzema
My Commission expires: April 3, 2019

Subscribed and sworn before me, Cameron D. Ritzema
this 4th day of June, 2013
a Notary Public in and for Ottawa County, Michigan
Signature of Notary Public Cameron D. Ritzema
My Commission expires: April 3, 2019

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Instrument 20050002831 DR
Liber Page 569 2619

20050002831
Filed for Record in
WEXFORD COUNTY
LORIE L. BORENSEN-SMITH
03-25-2005 At 11:28 am.
WARRANTY D 18.00
OR Liber 569 Page 2619 - 2620



MICHIGAN REAL ESTATE TRANSFER TAX
DEPT of TREASURY \$ 1496.40
WEXFORD COUNTY
20050002831 25 MAR 2005 6 191.40 C
00013977 6 1305.00 S

20050002831
MISSAUKEE TITLE COMPANY
117 PROSPECT ST
PO BOX 480
LAKE CITY, MI 49651

WARRANTY DEED
47-060-023 (3/07)

First American Title Insurance Company



The Grantor **Kent D. VanHaitema and Misti VanHaitema, husband and wife**

whose address is **1833 W. Cadillac Rd., McBain, MI 49657**

conveys and warrants to **John F. Koetje, Trustee of the John F. Koetje Trust u/a/d 5-14-87 amended & restated 1/13/98, an undivided 1/2 interest & Delia Koetje, Trustee of the Delia Koetje Trust u/a/d 5-14-87 amended & restated 1/13/98 an undivided 1/2 interest** whose address is **P. O. Box 339, Belmont, MI 49306**

the following described premises situated in the Township of Clam Lake
County of Wexford and State of Michigan.

Commencing at the East 1/4 corner of Section 2, T21N, R9W., Thence N88°40'29"W along the East-West 1/4 line, 5.38 feet to the point of beginning; Thence N88°40'29"W along East-West 1/4 line 1285.73 feet to the East 1/8th line; Thence N00°57'32"E along said line 2557.38 feet; Thence S89°07'47"E parallel with the North section line, 327.89 feet; Thence S01°04'24"W 15 feet; Thence S89°07'47"E parallel with the North Section line 327.89 feet; Thence S01°11'15"W 118.53 feet to the centerline of existing Michcon Gas Line HLV#12; Thence S17°58'43"E along said centerline, 859.13 feet; Thence S11°17'05"E continuing along said centerline, 1658.18 feet to the point of beginning.

(Being part of the E 1/2 of NE 1/4 of Sec. 2, T21N, R9W)

Together with and subject to an existing 66 foot wide easement as described in Liber 367 page 805, Wexford Co. Records.



Tax Parcel No. _____
for the sum of
\$173,640.00

Common Address: _____

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act."

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

Dept. of Licensing & Regulatory Affairs
Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13:13 APD022
STATE BOUNDARY COMMISSION
STATE BOUNDARY COMMISSION

Subject to easements and building and use restrictions of record and further subject to reservations of record, if any.

Dated: March 18, 2005

Signed in the presence of:

Signed:


Kent D. VanHaitama
Miaeli VanHaitama

STATE OF MICHIGAN

COUNTY OF Missaukee } ss

The foregoing instrument was acknowledged before me this 18th day of march

20 05, by Kent D. VanHaitama and Miaeli VanHaitama

C.L. MOLITOR
Notary Public
Missaukee Co. MI
Comm. Exp. 8-1-07
Acting in Missaukee

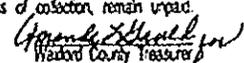
C.L. Molitor

Notary Public
County, Michigan

My Commission Expires:

County Treasurer's Certificate

I hereby certify from examination of the records in my office relating to the description of lands in the within instrument that for the five years preceding date of said instrument no tax liens or taxes have become attached and no taxes assessed except such as may be in process of collection, remain unpaid.

03/25/2005
Cedric Moe

Ward County Treasurer

City Treasurer's Certificate

Drafted By:
Gary C. Hoffman
Attorney at Law
1501 S. Horey Rd.
Lake City, MI 49651

When recorded return to:

201100003783
Filed for Record in
WEXFORD COUNTY
LORIE L. SORENSEN
05-26-2011 At 11:20 am.
QUIT CL D 14.00
OR Liber 639 Page 2242 - 22
201100003783
VARHUM RIDDERING SCHMIDT & HOWLETT LLP
P O BOX 352
GRAND RAPIDS MI 49502-0712

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

QUIT CLAIM DEED
47-061-023 (3/97)

the Grantor: John F. Koetje, Delia Koetje Trust

whose address is: PO Box 339, Belmont, MI 49306

conveys and warrants to: John F. Koetje, Trustee of the John F. Koetje Trust u/a/d 5-14-1987 amended & restated 1/13/1998, an undivided 1/2 interest & Delia Koetje, Trustee of the Delia Koetje Trust u/a/d 5-15-1987 and amended & restated 1/13/1998 an undivided 1/2 interest.

whose address is: P.O. Box 339, Belmont, MI 49306

the following described premises situated in the Township of Clam Lake County of Wexford, State of Michigan:

Par Com 268 Ft S & 1087 Ft W of NE Cor of Sec: W 116 Ft; S 115 Ft to N Bdry of RAW; E 116 Ft; N to POB. Subj to & Tog w/Esmnt over the S'ly 66 Ft of N'ly 449 Ft & W'ly 66 Ft of E'ly 970 Ft of N'ly 386 Ft of NE 1/4 of NE 1/4 .31 A M/L Cl. Sec 2 T21N R9W -Caps- 83-2109-02-1121

Tax Parcel No. 83-2109-02-1121 Common Address:
For the sum of: One and.....00/100 dollar. (\$1.00)

This instrument is EXEMPT pursuant to MLC 207.505 and MCL 207.526 for county and state respectively.

Recorded to correctly restate the name and intentions of the trust that originally purchased said property at the Wexford County Tax Sale recorded as instrument 200900006313 in Liber 624, Page 1782.

Subject to easements and building use restrictions of record.

Dated: MAY 24, 2011

Signed in the presence of:
Sally A. Myers
SALLY A. MYERS
Charity A. Henkelman
CHARITY A. HENKELMAN

Signed
John F. Koetje
JOHN F. KOETJE Grantor
It's: TRUSTEE OF JOHN F. KOETJE TRUST
Delia Koetje
DELIA KOETJE
It's: TRUSTEE OF DELIA KOETJE TRUST

STATE OF MICHIGAN ss
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 24th day of MAY 2007, by JOHN F. KOETJE AND DELIA KOETJE

Drafted by Sally A. Myers
Office of John F. Koetje
1860 R. W. Berends Dr. S.W.
Wyoming, MI. 49519

Charity A. Henkelman
Charity A. Henkelman, Notary Public Ottawa Co. MI
My commission Expires: 2-1-2014
Acting in Kent County, Michigan

When Recorded return to: Office of John F. Koetje.

JUN 05 2013 '13 AP 02

STATE BOUNDARY COMMISSION

necessary charges and expenses required for the proper care, maintenance and management of Trust assets; to distribute Trust assets in cash or in kind under this Trust; to make tax elections permitted by law and to impose a lien on Trust assets to secure payment; to employ attorneys, accountants, brokers, banks, custodians, investment counsel, and other agents and to delegate to agents other duties, rights and powers of Trustee for periods Trustee considers appropriate; to purchase property from Grantor's spouse's estate or trust at prices and on terms Trustee considers appropriate; to retain or invest in stocks, bonds, savings instruments or other obligations issued by a corporate trustee, its holding companies, affiliates, proposed affiliates and/or successors; to continue holdings in any business which may be transferred to the Trust for as long and in any form which Trustee, in its absolute discretion, considers to be in the best interest of the Trust and its beneficiaries; to receive, apply for, own, pay premiums on, and borrow upon any insurance policy held by the Trust, to exercise, as absolute owner, all the options, benefits, rights, and privileges under any insurance policies held by the Trust; to purchase assets from Grantor's spouse, or from a so-called marital or QTIP trust or trusts for the benefit of Grantor's spouse, or from a combination of them; to enter into any transaction with the Personal Representative of Grantor's estate without the necessity of the consent or approval of any interested person or a court, and enter into any transaction with the trustee of any trust or the personal representative of any other estate in which any beneficiary or distributee has any interest, even though the Trustee also is the other trustee or personal representative; and to release all or any part of a general power or special power, even if a special power is not presently exercisable or is exercisable in a fiduciary capacity that requires the exercise of the power, if Trustee, in its sole discretion, determines that the release is necessary to qualify a trust (1) for the marital or charitable deductions for federal estate or gift tax purposes or (2) as an eligible shareholder of an S-corporation [as defined in IRC Section 1361(b)]. If Trustee retains any business holdings which are transferred into the Trust, Trustee has full power to participate directly in the management of the business and the right to receive reasonable compensation for its services. Trustee shall also have full powers to vote shares of any securities and/or partnerships held in trust.

...

REVOCATION OR AMENDMENT OF TRUST

Grantor may amend part or all of this Agreement or revoke it in its entirety at any time by delivering written notice to Trustee. However, Trustee's responsibilities may not be changed without Trustee's written consent. The power to revoke or amend includes the right to withdraw all or part of the property from this Trust; to add other property to the Trust; to change the beneficiaries, the respective shares and the plan of distribution; and to discharge any Trustee, and designate and appoint a Successor Trustee. If Grantor revokes the Trust, Trustee will deliver all Trust assets to Grantor or as Grantor directs in writing, less its reasonable fees and expenses. This Trust shall become irrevocable upon the death of Grantor.

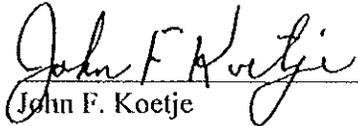
...

A. Michigan Law: This Agreement will be interpreted and governed under Michigan law.

4. The assets in the John F. Koetje Trust dated May 14, 1987, as amended, include, but are not limited to, the real property described in Schedule A attached hereto and made a part hereof.

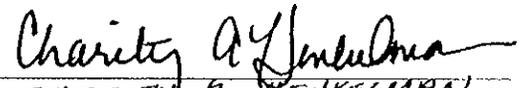
5. The John F. Koetje Trust dated May 14, 1987, as amended, is in full force and has not been further amended, and the undersigned continues to serve as its Trustee.

Dated this 24th day of May, 2011.



John F. Koetje

The foregoing instrument was acknowledged before me this 24th day of MAY, 2011, by John F. Koetje, Trustee of the John F. Koetje Trust dated May 14, 1987, as amended, on behalf of the trust.



* CHARITY A. HENKELMAN
Notary Public, OTTAWA County, Michigan
My commission expires: 2-1-2014
Acting in KENT County, Michigan

Drafted by:

Randall A. Kraker, Esq.
Varnum LLP
P.O. Box 352
Grand Rapids, MI 49501-0352

#4302733_1.DOC

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 02

STATE BOUNDARY COMMISSION

Schedule A

Description of Property

Real Property Described as:

Commencing at the East 1/4 corner of Section 2, Town 21 North, Range 9 West, Clam Township, Wexford County, Michigan; thence North 88°40'29" West along the East-West 1/4 line 5.38 feet to the Point of Beginning; thence North 88°40'29" West along the East-West 1/4 line 1285.73 feet to the East 1/8 line; thence North 00°57'32" East along said line 2557.38 feet; thence South 89°07'47" East parallel with the North section line 327.89 feet; thence South 01°04'24" West 15 feet; thence South 89°07'47" East parallel with the North Section line 327.89 feet; thence South 01°11'15" West 118.53 feet to the centerline of Michcon Gas Line MLV#12; thence South 17°58'43" East along said centerline 859.13 feet; thence South 11°17'05" East continuing along said centerline 1658.18 feet to the point of beginning. Together with and subject to an existing 66 foot wide easement as described in Liber 367 Page 805, Wexford County Records.

AND

Commencing 268 feet South and 1087 feet West of the Northeast corner of Section 2, Town 21 North, Range 9 West, Clam Township, Wexford County, Michigan; thence West 116 feet; thence South 115 feet to the North boundary of R/W; thence East 116 feet; thence North to the point of beginning. Subject to and together with an easement over the Southerly 66 feet of the Northerly 449 feet and the Westerly 66 feet of the Easterly 970 feet of the Northerly 386 feet of the Northeast 1/4 of the Northeast 1/4 of Section 2.

Schedule A

Description of Property
(continued)

Member interest in TeriDee, LLC, the Owner of Real Property Described as:

Parcel 1: The West 1/2 of the fractional Northeast 1/4, except the North 300 feet lying Easterly of the West 100 feet, and except the Clear View Area, and except that portion deeded to Michigan Department of Transportation in Deed recorded in Liber 346, Page 967, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1201

Parcel 2: Commencing 300 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 300 feet; thence West 225 feet; thence North 300 feet; thence East 225 feet to the point of beginning, except the relocation of M-55 route, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1203

Parcel 3: Commencing 525 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 150 feet; thence West 75 feet; thence North of the South line of Highway; thence East 75 feet to the point of beginning, except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1204

Parcel 4: Commencing 700 feet West of the intersection of the centerline of the Northeast fractional 1/4 and the South line of Highway M-55; thence West along Highway M-55 right-of-way, 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the point of beginning, except that portion of the relocated Highway M-55 as conveyed in Liber 234 at Page 41, Wexford County Records, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1207

(continued)

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

Schedule A

Description of Property
(continued)

Member interest in TeriDee, LLC, the Owner of Real Property Described as:

Parcel 5: That part of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, described by metes and bounds as follows: From a point on the South line of Michigan Highway M-55, which is 800 feet West of the intersection of the centerline of said Northeast 1/4 and the South line of said Highway, as the point of beginning; thence West along Highway M-55 right-of-way 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the place of beginning, excepting all that part of the Westerly 1/2 of the above-described property lying Northerly of a line parallel to and 75 feet Southerly when measured at right angles from the survey line of Highway M-55. Also excepting all that part of the East 1/2 of the above described property lying Northerly of a line parallel to and 60 feet Southerly when measured at right angles, from the survey line of said Highway M-55; and excepting a parcel commencing 900 feet West of the intersection of the North-South 1/8 line of the Northeast 1/4 of said Section 2, and the South boundary line of Highway M-55; thence South 150 to the point of beginning; thence East 12 feet; thence South 150 feet; thence West 12 feet; thence North 150 feet to the point of beginning.

2109-02-1208

Parcel 6: Commencing at the North-South 1/8 line of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, and the South Boundary Line of Highway M-55; thence West 900 feet to the Point of Beginning; thence South 150 feet; thence East 12 feet; thence South 150 feet; thence West 162 feet; thence North 300 feet; thence East 150 feet to the point of beginning.

1209-02-1209

Parcel 7: Commencing at a point 1050 feet West of the intersection of the South right-of-way line of Highway M-55 and the centerline of the Northeast fractional 1/4; thence South 300 feet; thence West 164.4 feet; thence North 300 feet; thence East 164.4 feet to the point of beginning; except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.

1209-02-1210

Dept. of Licensing & Regulatory Affairs
FILED
JUN 05 2013 '13 AP 0 2
STATE BOUNDARY COMMISSION

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

to settle and compromise any claims, by or against this Trust or Grantor's estate; to borrow money and pledge the assets of this Trust as collateral; to pay taxes, repairs, insurance and any other necessary charges and expenses required for the proper care, maintenance and management of Trust assets; to distribute Trust assets in cash or in kind under this Trust; to make tax elections permitted by law and to impose a lien on Trust assets to secure payment; to employ attorneys, accountants, brokers, banks, custodians, investment counsel, and other agents and to delegate to agents other duties, rights and powers of Trustee for periods Trustee considers appropriate; to purchase property from Grantor's spouse's estate or trust at prices and on terms Trustee considers appropriate; to retain or invest in stocks, bonds, savings instruments or other obligations issued by a corporate trustee, its holding companies, affiliates, proposed affiliates and/or successors; to continue holdings in any business which may be transferred to the Trust for as long and in any form which Trustee, in its absolute discretion, considers to be in the best interest of the Trust and its beneficiaries; to receive, apply for, own, pay premiums on, and borrow upon any insurance policy held by the Trust, to exercise, as absolute owner, all the options, benefits, rights, and privileges under any insurance policies held by the Trust; to purchase assets from Grantor's spouse, or from a so-called marital or QTIP trust or trusts for the benefit of Grantor's spouse, or from a combination of them; to enter into any transaction with the Personal Representative of Grantor's estate without the necessity of the consent or approval of any interested person or a court, and enter into any transaction with the trustee of any trust or the personal representative of any other estate in which any beneficiary or distributee has any interest, even though the Trustee also is the other trustee or personal representative; and to release all or any part of a general power or special power, even if a special power is not presently exercisable or is exercisable in a fiduciary capacity that requires the exercise of the power, if Trustee, in its sole discretion, determines that the release is necessary to qualify a trust (1) for the marital or charitable deductions for federal estate or gift tax purposes or (2) as an eligible shareholder of an S-corporation [as defined in IRC Section 1361(b)]. If Trustee retains any business holdings which are transferred into the Trust, Trustee has full power to participate directly in the management of the business and the right to receive reasonable compensation for its services. Trustee shall also have full powers to vote shares of any securities and/or partnerships held in trust.

...

REVOCATION OR AMENDMENT OF TRUST

Grantor may amend part or all of this Agreement or revoke it in its entirety at any time by delivering written notice to Trustee. However, Trustee's responsibilities may not be changed without Trustee's written consent. The power to revoke or amend includes the right to withdraw all or part of the property from this Trust; to add other property to the Trust; to change the beneficiaries, the respective shares and the plan of distribution; and to discharge any Trustee, and designate and appoint a Successor Trustee. If Grantor revokes the Trust, Trustee will deliver all Trust assets to Grantor or as Grantor directs in writing, less its reasonable fees and expenses. This Trust shall become irrevocable upon the death of Grantor.

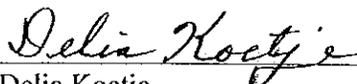
...

A. Michigan Law: This Agreement will be interpreted and governed under Michigan law.

4. The assets in the Delia Koetje Trust dated May 14, 1987, as amended, include, but are not limited to, the real property described in Schedule A attached hereto and made a part hereof.

5. The Delia Koetje Trust dated May 14, 1987, as amended, is in full force and has not been further amended, and the undersigned continues to serve as its Trustee.

Dated this ~~24~~²⁴ day of May, 2011.



Delia Koetje

The foregoing instrument was acknowledged before me this 24th day of MAY, 2011, by Delia Koetje, Trustee of the Delia Koetje Trust dated May 14, 1987, as amended, on behalf of the trust.



* CHARITY A. HENKELMAN
Notary Public, OTAWA County, Michigan
My commission expires: 02/01/2014
Acting in KENT County, Michigan

Drafted by:

Randall A. Kraker, Esq.
Varnum LLP
P.O. Box 352
Grand Rapids, MI 49501-0352

#4303091_1.DOC

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION

Schedule A

Description of Property

Real Property Described as:

Commencing at the East 1/4 corner of Section 2, Town 21 North, Range 9 West, Clam Township, Wexford County, Michigan; thence North $88^{\circ}40'29''$ West along the East-West 1/4 line 5.38 feet to the Point of Beginning; thence North $88^{\circ}40'29''$ West along the East-West 1/4 line 1285.73 feet to the East 1/8 line; thence North $00^{\circ}57'32''$ East along said line 2557.38 feet; thence South $89^{\circ}07'47''$ East parallel with the North section line 327.89 feet; thence South $01^{\circ}04'24''$ West 15 feet; thence South $89^{\circ}07'47''$ East parallel with the North Section line 327.89 feet; thence South $01^{\circ}11'15''$ West 118.53 feet to the centerline of Michcon Gas Line MLV#12; thence South $17^{\circ}58'43''$ East along said centerline 859.13 feet; thence South $11^{\circ}17'05''$ East continuing along said centerline 1658.18 feet to the point of beginning. Together with and subject to an existing 66 foot wide easement as described in Liber 367 Page 805, Wexford County Records.

AND

Commencing 268 feet South and 1087 feet West of the Northeast corner of Section 2, Town 21 North, Range 9 West, Clam Township, Wexford County, Michigan; thence West 116 feet; thence South 115 feet to the North boundary of R/W; thence East 116 feet; thence North to the point of beginning. Subject to and together with an easement over the Southerly 66 feet of the Northerly 449 feet and the Westerly 66 feet of the Easterly 970 feet of the Northerly 386 feet of the Northeast 1/4 of the Northeast 1/4 of Section 2.

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

Schedule A

Description of Property
(continued)

Member interest in TeriDee, LLC, the Owner of Real Property Described as:

Parcel 1: The West 1/2 of the fractional Northeast 1/4, except the North 300 feet lying Easterly of the West 100 feet, and except the Clear View Area, and except that portion deeded to Michigan Department of Transportation in Deed recorded in Liber 346, Page 967, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1201

Parcel 2: Commencing 300 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 300 feet; thence West 225 feet; thence North 300 feet; thence East 225 feet to the point of beginning, except the relocation of M-55 route, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1203

Parcel 3: Commencing 525 feet West of the intersection of the South line of Highway M-55 and the centerline of the fractional Northeast 1/4; thence South 150 feet; thence West 75 feet; thence North of the South line of Highway; thence East 75 feet to the point of beginning, except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1204

Parcel 4: Commencing 700 feet West of the intersection of the centerline of the Northeast fractional 1/4 and the South line of Highway M-55; thence West along Highway M-55 right-of-way, 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the point of beginning, except that portion of the relocated Highway M-55 as conveyed in Liber 234 at Page 41, Wexford County Records, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.
2109-02-1207

(continued)

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

Schedule A

Description of Property
(continued)

Member interest in TeriDec, LLC, the Owner of Real Property Described as:

Parcel 5: That part of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, described by metes and bounds as follows: From a point on the South line of Michigan Highway M-55, which is 800 feet West of the intersection of the centerline of said Northeast 1/4 and the South line of said Highway, as the point of beginning; thence West along Highway M-55 right-of-way 100 feet; thence South 300 feet; thence East 100 feet; thence North 300 feet to the place of beginning, excepting all that part of the Westerly 1/2 of the above-described property lying Northerly of a line parallel to and 75 feet Southerly when measured at right angles from the survey line of Highway M-55. Also excepting all that part of the East 1/2 of the above described property lying Northerly of a line parallel to and 60 feet Southerly when measured at right angles, from the survey line of said Highway M-55; and excepting a parcel commencing 900 feet West of the intersection of the North-South 1/8 line of the Northeast 1/4 of said Section 2, and the South boundary line of Highway M-55; thence South 150 to the point of beginning; thence East 12 feet; thence South 150 feet; thence West 12 feet; thence North 150 feet to the point of beginning.

2109-02-1208

Parcel 6: Commencing at the North-South 1/8 line of the Northeast 1/4 of Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan, and the South Boundary Line of Highway M-55; thence West 900 feet to the Point of Beginning; thence South 150 feet; thence East 12 feet; thence South 150 feet; thence West 162 feet; thence North 300 feet; thence East 150 feet to the point of beginning.

1209-02-1209

Parcel 7: Commencing at a point 1050 feet West of the intersection of the South right-of-way line of Highway M-55 and the centerline of the Northeast fractional 1/4; thence South 300 feet; thence West 164.4 feet; thence North 300 feet; thence East 164.4 feet to the point of beginning; except the relocated M-55 right-of-way, Section 2, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, Michigan.

1209-02-1210

Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 13 AP 0 2

STATE BOUNDARY COMMISSION

ANNEXATION PETITION BY OWNERS OF AT LEAST 75% OF THE LAND

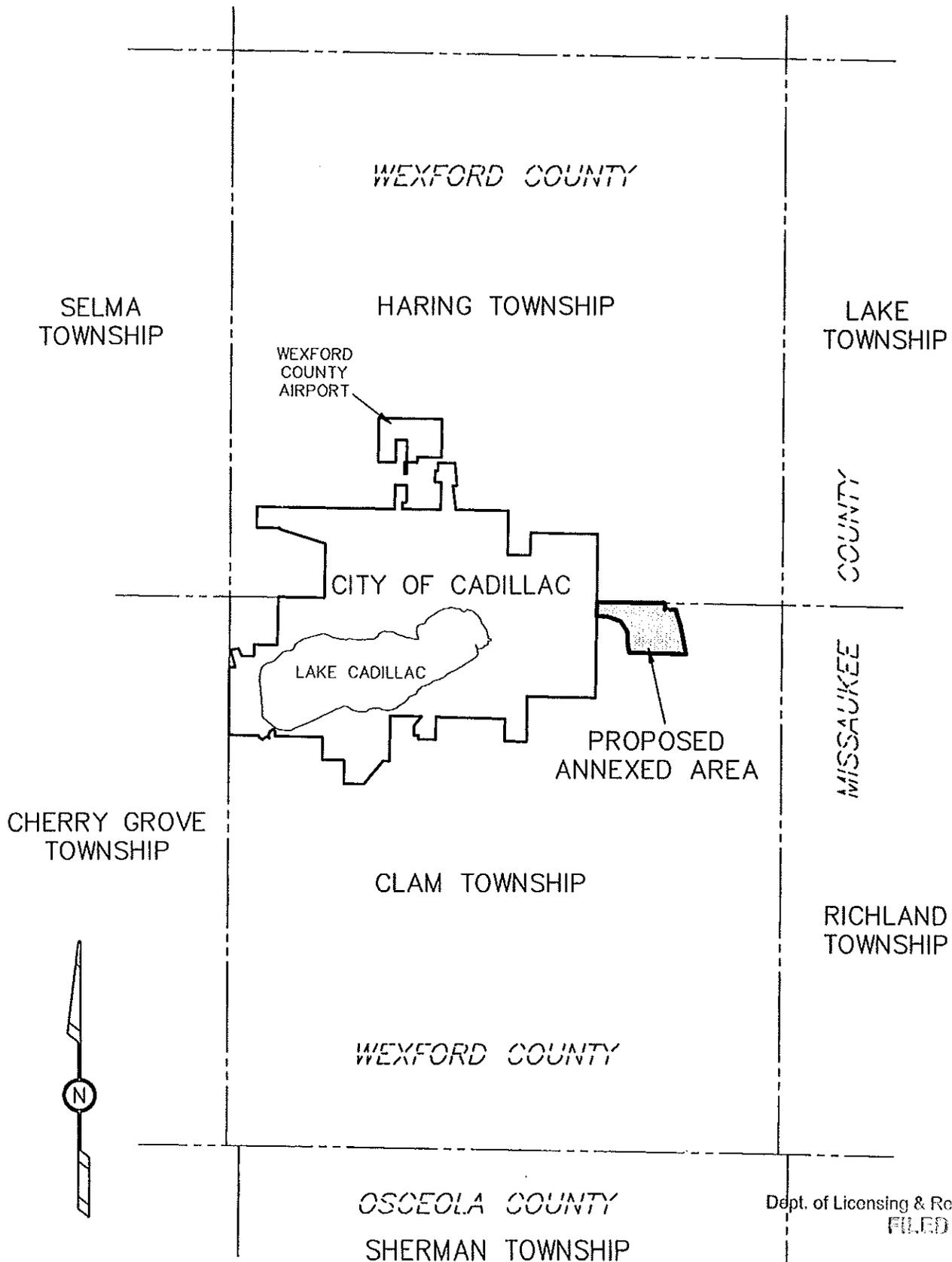
PART VI

We further represent that the annexation proposed in this petition is necessary or desirable at this time for the following reason(s):

The property is located immediately adjacent to the interchange of a major divided highway (US-131) and a state highway (M-55). It is primarily vacant property and is situated so as to be excellent property for economic development for the region. Such economic development will bring jobs to the area and increased tax revenues to local taxing entities. Development to its potential will require that the property be served by public services such as public water and public sanitary sewer. The Township has no realistic possibility of providing public water and public sewer at an economic cost within any reasonable time frame. The City of Cadillac is able to provide such services to the property in the immediate future. City utilities will also be significantly less costly.

Dept. of Licensing & Regulatory Affairs
FILED
JUN 05 2013 '13 AP 0 2
STATE BOUNDARY COMMISSION

PART VII



Dept. of Licensing & Regulatory Affairs
FILED

JUN 05 2013 '13 AP 0 2

STATE BOUNDARY COMMISSION