



Request for Proposals
for the sale of state-owned

**Romeo State Airport
15340 32 Mile Road
Romeo, Michigan 48096**

Questions Received on Request for Proposals Content with MDOT Response

Posted: October 6, 2020

1. Where is the “Offer to Purchase Real Property” form referenced in the RFP located?
 - MDOT Response: In order to provide bidders with maximum flexibility for submission of their bids, RFP language was amended to remove a specific form. Bidders are encouraged to submit their bid in a form of their individual choosing. No specific form for bid offers is required.

2. Where is the “Release of Liability” form referenced in the RFP located?
 - MDOT Response: In order to provide bidders with maximum flexibility for submission of their bids, RFP language was amended to remove a specific release of liability for bid submissions.

3. Where is the property information from Ray Township Property Information Database located?
 - MDOT Response: Ray Township’s property database does not provide for free access to property records. To assist in providing property boundary and ownership, the RFP contains the existing Airport Layout Plan which includes property boundary information. Bidders are encouraged to verify all information presented within the RFP.

4. Where is the recorded deed by which the State acquired the property and associated title work?
 - MDOT Response: Title work and deed information was erroneously left off of the original RFP. The Romeo Airport Deeds are attached to this question document and included in a revised RFP posted to the MDOT Aeronautics website.

5. How should a potential bidder obtain the “letter from the Federal Aviation Administration approving the bidder as an eligible airport sponsor?”
 - MDOT Response: Information on the transfer of an airport sponsor’s obligation can be found in the Federal Aviation Administration Airport Improvement Program Handbook located here: https://www.faa.gov/airports/aip/aip_handbook/?Chapter=2.

In order to provided bidders with the maximum flexibility for submission of their bids, MDOT will amend the RFP to permit bidders to submit a proposal without a completed approval letter. However, all bidders should be prepared to address the requirements established by the Federal Aviation Administration to assume sponsorship of a federally obligated airport. A Federal Aviation Administration approved sponsorship transfer will be required prior to any real estate transaction occurs under this request for proposals.



MICHIGAN REAL ESTATE TRANSFER TAX
DEPT of TAXATION \$ 43516.00
MACOMB COUNTY

C0816623 11/10/1998 \$ 5566.00 C
468556 \$ 37950.00 S

This is to certify that according to the County Treasurers records there are no tax liens on this property and that the taxes are paid for five years previous to date of this instrument except 18. No. 00912
TED B. WAHBY, Macomb County Treasurer By: DB
This certification does not include current taxes now being collected. 11-10-98
Date

DEED OF PERSONAL REPRESENTATIVE OR CONSERVATOR

KNOW ALL MEN BY THESE PRESENTS, THAT the Estate of Albert J. Brereton, Deceased (hereafter the "Grantor") whose address is 15340 32 Mile Road, Ray, Michigan 48096, in pursuance of an order of the Probate Court for the County of Macomb, State of Michigan, dated October 19, 1998, and in pursuance of, and after compliance with the applicable provisions of the law, requisite to a valid sale of the real estate hereinafter mentioned, and in consideration of the sum of Five Million Sixty Thousand and 00/100 (\$5,060,000.00) Dollars paid to Grantor by the Michigan Department of Transportation-Bureau of Aeronautics whose address is 2700 East Airport Service Drive, Lansing, Michigan 48906 (hereafter the "Grantee") the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, FOREVER all that certain piece or parcel of land situated in the Township of Ray, County of Macomb, State of Michigan, described as follows, to-wit:

See attached legal description.

Tax Item Nos.: 05-06-100-008 and 05-06-401-002
Commonly known as: 15340 32 Mile Road

subject to all restrictions, rights-of-way and easements, if any, and further subject to an oil and gas lease in favor of Traverse Corporation, as recorded in Liber 2794, Page 418 Macomb County Records. Notwithstanding anything contained herein to the contrary, Grantor is conveying only its interest, if any, in any oil, gas and mineral rights on the property to Grantee.

TO HAVE AND TO HOLD, the above granted premises, with the appurtenances, to said Grantee, its successors and assigns, FOREVER. And Grantor shall WARRANT AND DEFEND the said granted premises, with the appurtenances, unto the said successors and assigns, FOREVER, against the lawful claims and demands of all persons claiming by, from or under Grantor but against no other persons except as mentioned above. The Grantor grants to the Grantee the right to make all allowable division(s), if any, under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This property may be located on and/or within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN TESTIMONY WHEREOF Grantor has hereunto set its hand and seal in the City of Mt. Clemens, County of Macomb and State of Michigan, this 9th day of November, 1998.

Witnesses:

Estate of Albert J. Brereton, Deceased

RON SEMAAN

By: Robert E. Brereton

DOUGLAS E. BIXBY

Its: Personal Representative *

STATE OF MICHIGAN }
COUNTY OF MACOMB } ss.

On this 9th day of November, 1998, before me personally appeared Robert E. Brereton as Personal Representative of the Estate of Albert J. Brereton, Deceased, known to me to be the person who executed the foregoing instrument.

M.S. Kerr
Notary Public, Macomb County, Michigan
My Commission Expires: June 28, 2001

Notary Public

My commission expires:

Macomb County, Michigan

Recording Fee: \$12.00
Transfer Tax: \$43,516.00
Send tax bills to, and when recorded return to, Grantee

5,566.00
37,950.00

Drafted by: Ronald Semaan
445 S. Livernois, Suite 321
Rochester Hills, Michigan 48307

9x2

#1

LEGAL DESCRIPTION:

Land in the Township of Ray, Macomb County, Michigan, described as:

The west 1/2 of fractional section 6, town 4 north, range 13 east, lying south of 32 Mile Road and 24 Acres (more or less) off the west side of the southeast 1/4 of section 6. Excepting therefrom the west 6 rods of the southeast 1/4 of section 6, town 4 north range 13 east, more particularly described as follows: Commence at the south 1/4 post of said section 6 as the place of beginning for this description; thence north 00 degrees 21 minutes east along the north and south 1/4 line 2671.68 feet to the east and west 1/4 line of said section; thence south 86 degrees 22 minutes east along the east and west 1/4 line 99.15 feet; thence south 00 degrees 21 minutes west 2670.94 feet to the south line of section 6; thence north 86 degrees 47 minutes 45 seconds west along the south line of section 6, 99.12 feet to the place of beginning; bearing assumed as south 00 degrees 12 minutes 13 seconds west from the northeast corner of section 6 to the southeast corner of section 6.

ALSO Easements for airplane runways, taxiing strips and air-space as recited in Easement recorded in liber 1767, page 80, Macomb County Records, described as: The west 6 rods of the northeast 1/4 of said section 6, town 4 north, range 13 east, and the west 6 rods of the southeast 1/4 of section 6, town 4 north, range 13 east, more particularly described as follows: Commencing at the south 1/4 post of said section 6 as the place of beginning for this description; thence north 00 degrees 21 minutes east along the north and south 1/4 line, 2671.68 feet to the east and west 1/4 line of said section; thence south 86 degrees 22 minutes east along the east and west 1/4 line 99.15 feet; thence south 00 degrees 21 minutes west 2670.94 feet to the south line of section 6; thence north 86 degrees 47 minutes 45 seconds west along the south line of section 6, 99.12 feet to the place of beginning; bearing assumed as south 00 degrees 12 minutes 13 seconds west from the northeast corner of section 6 to the southeast corner of section 6.

Parcel Identification No.05-06-100-008 and 05-06-401-002

21 05 06 100 008
401-002

1986

UBER 4625 PAGE 911

OPTION TO PURCHASE

This agreement is entered into between ALBERT J. BRERETON, 16145 34 Mile Rd., Romeo, Michigan 48065, (hereinafter referred to as the "Owner") and MARK A. WEIGAND of 27203 Floral Street, Roseville, Michigan 48066, (hereinafter referred to as the "Purchaser"), upon the following terms and conditions:

1. Grant Of Exclusive Option. In consideration of the sum of ONE DOLLAR (\$1.00), services rendered, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner grants to the Purchaser an exclusive option to purchase one-half (1/2) interest in the property described below, whether such interests shall be held in owner's name or owned in shares of a corporation.

2. Description of Property. The property is situated in Ray Township, Macomb County, Michigan, and is described as follows:

That 260 acres which is commonly known as the Romeo Airport, together with all buildings, and improvements thereon.

3. Purchase Price. The purchase price for the premises under this option is FIFTY THOUSAND DOLLARS (\$50,000.00), plus one-half of all net losses incurred and paid by Seller from owning and operating the premises prior to the time Purchaser exercises this option. This Option to Purchase shall terminate on December 31, 1996.

4. Exercise of Option. The Purchaser may exercise this option by giving written notice signed by the Purchaser and

sent by certified mail, prior to the expiration date, to the owner at the address set forth above or his current address.

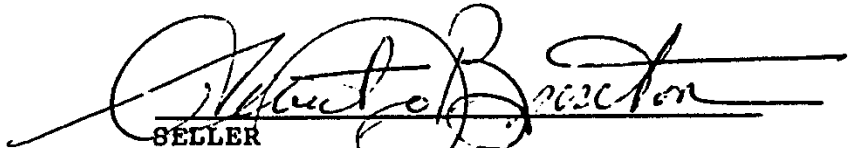
5. Title. The Owner agrees to furnish the Purchaser with a good and marketable joint title to the premises in the event of the exercise of this option.

6. Closing. The sale shall be closed within ten (10) days after all the closing documents are prepared and in no event later than thirty (30) days after the date of the notice exercising the option.

7. Possession. Possession shall be given at closing.

8. Failure To Exercise The Option. If the Purchaser fails to exercise this option prior to the expiration date, December 31, 1996, this option shall terminate and the Owner shall be entitled to retain the sum paid for this option and the Owner shall have no obligations to the Purchaser.

9. Assignment. This option and all rights hereunder shall not be freely assignable to anyone other than the Purchaser, his heirs, legal representatives, and successors. This option shall inure to the benefit of and be binding upon the parties hereto, their heirs, legal representatives, and successors.



SELLER
ALBERT J. BRERETON
16145 34 Mile Rd.
Romeo, MI 48065

DATED: 11-25-86

WITNESS:



CLAIM OF LIEN

Notice is hereby given that on the 23rd day of October, 19 89,

Charles A. Vanneste, 6490 Mowerson Road, Brown City, MI 48416
(name) (address)

first provided labor or material for an improvement to: Sec. 6; all that part of the West 1/2 of Section 6 lying Southerly of 32 Mile Road, Ray Twp., Macomb County, Michigan. 234.487 A. and East 18 acres of the West 24 acres of the Southeast 1/4, Section 6, T4N-R13E, Ray Township, Macomb County, Michigan.

(legal description of real property from notice of commencement)

the (owner) ~~(lessee)~~ of which property is Romeo Airport Properties, Inc.
(name of owner or lessee from notice of commencement)

The last day of providing the labor or material was the 3rd day of May, 19 90.

The lien claimant's contract amount, including extras, is \$ 112,600.00.

The lien claimant has received payment thereon in the total amount of \$ 100,000.00,

and therefore claims a construction lien upon the above-described real property in the amount of \$ 12,600.00.

(IF APPLICABLE COMPLETE THE FOLLOWING)

The construction lien having been assigned, this claim of lien is made by _____

RECORDED IN MACOMB COUNTY as assignee thereof.

RECORDS AT: 2:10 P. M.

JUN 11 1990

[Signature]
(lien claimant)

[Signature]
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

by: Charles A. Vanneste
(signature of lien claimant, agent or attorney)

6490 Mowerson Rd., Brown City, MI
(address of party signing claim of lien)

Date: June 1, 1990

STATE OF MICHIGAN }
County of Sanilac } ss.

Subscribed and sworn to before me this 6th day of June, 19 90.

The name and business address of the person who drafted this instrument:
William J. Drillock
Attorney at Law
3030 Main Street
Marlette, MI 48453

Shellie R. Davies
Signature of Notary Public Shellie R. Davies
Sanilac County, Michigan
My Commission Expires: 4-11-92

See instructions on back

PROOF OF SERVICE
(CLAIM OF LIEN)

LIBER 048902288

STATE OF MICHIGAN }
County of SANILAC } ss.

Shellie R. Davies of the City

of Marlette in said County, being duly sworn, says that on
the 8th day of June, 1990, at 5:00 p.m. in said

County of Sanilac he served a true copy of the Claim of Lien

which appears on the reverse side hereof [~~there being attached to said Claim of Lien at the time of~~

~~xxxxxx A proof of service of Notice of Furnishing, a true copy of which is attached hereto]~~

on 2 Romeo Airport Properties, Inc.

the 3 owner

by 4 enclosing the same in a sealed envelope, plainly addressed to the
said Romeo Airport Properties, Inc., at its last known address and
mailing the same by Certified Mail, Return Receipt Requested, with all
And further this deponent says not. fees fully paid.

Subscribed and sworn to before me, this 8th day

of June, 19 90

Colleen K. Prusinski
Notary Public Colleen K. Prusinski
Sanilac County, Michigan

Shellie R. Davies
Shellie R. Davies

My Commission Expires: 10-09-91

NOTES FOR PROOF OF SERVICE

- 1. Strike bracketed language if a proof of service of Notice of Furnishing is not required to be attached to the claim of lien.
- 2. In space indicated by the Figure 2, insert the name of the DESIGNEE, OWNER or LESSEE named in the Notice of Commencement.
- 3. In space indicated by the Figure 3, insert either one of the following phrases "Designee", "Owner", or "Lessee".
- 4. In the space indicated by the Figure 4, insert either one of the following clauses, as the case may be, viz: "By handing to said _____ personally, a true copy of said Claim of Lien" or by "enclosing the same in a sealed envelope, plainly addressed to the said _____ at the address shown in the Notice of Commencement and mailing the same by certified mail, return receipt requested, with all fees fully prepaid."

INSTRUCTIONS

Section 111(1) of Act No. 497 of the Public Acts of 1980 being section 570.1111(1) of Michigan Compiled Laws of 1970 states as follows: "The right to a construction lien created by this act shall cease to exist unless, within 90 days after the lien claimant's last furnishing of labor or material for the improvement, pursuant to the lien claimant's contract, a claim of lien is recorded in the office of the register of deeds for each county where the real property to which the improvement was made is located. A claim of lien shall be valid only as to the real property described in the claim of lien and located within the county where the claim of lien has been recorded."
A claim of lien by a subcontractor, supplier or laborer must have attached to it a proof of service of a Notice of Furnishing described in Section 570.1109 of Michigan Compiled Laws of 1970.
Each contractor, subcontractor, supplier, laborer, or agent of a group of laborers authorized under Section 570.1111(6) of Michigan Compiled Laws recording a claim of lien, within 15 days after the date of the recording, shall serve on the designee personally or by certified mail, return receipt requested, at the address shown on the notice of commencement, a copy of the claim of lien and a copy of any proof of service recorded in connection with the claim of lien. If a designee has not been named in the notice of commencement, or if the designee has died, service shall be made upon the owner or lessee named in the notice of commencement. If the service is made by certified mail, service is complete upon mailing. Proof of making the service shall be attached to any complaint, cross-claim, or counterclaim filed to enforce a construction lien. See Section 570.1111(5) of Michigan Compiled Laws; P.A. 1980 No. 497, Section 111(5).

OIL AND GAS LEASE

A418511

Agreement: Made and entered into the 4th day of April 19 77 by and between Frank Felix Zochowski and Geraldine Zochowski, husband and wife

of 15523 E. 32-Mile Road, Romeo, MI 48065 hereinafter called lessor (whether one

or more), and Traverse Corporation

of 1036 Grand View Plaza, Traverse City, MI 49684 hereinafter called lessee:

1. Witnesseth: That lessor, for and in consideration of One and more Dollar \$ cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let, by these presents does grant, demise, lease and let unto lessee, exclusively, for the purposes of prospecting and exploring by geophysical and other methods, drilling, mining, operating for and producing oil and gas, and of laying pipelines, building and maintaining roadways and of building tanks, power stations and structures thereon to produce, treat, save, care for and remove said production, all that certain tract of land situate in the Township of Armada and Ray, County of Macomb State of Michigan, described as follows, to wit:

- SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF -

RECORDED IN MACOMB COUNTY RECORDS AT: 11:33AM.

MAY - 2 1977

Edna H. Hill
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

of Section 6 21, Township 4N 5N, Range 13E 13E, and containing 343 acres, more or less, and including all lands and interests therein, contiguous or appurtenant to said described land and owned or claimed by lessor, whether or not specifically described above.

2. It is agreed that this lease shall remain in force for a primary term of three (3) years from this date and if lessee shall commence to drill within said primary term or any extension thereof, lessee shall have the right to continue drilling to completion with reasonable diligence; said term shall extend as long thereafter as oil and gas, or either of them is or can be produced by lessee from said land or from a communitized unit as hereinafter provided.

3. In consideration of the premises lessee covenants and agrees:

To deliver to the credit of the lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

To pay lessor one-eighth (1/8) of the gross proceeds at the wellhead, payable quarterly, for the gas from each well where gas is found while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8) of the gross proceeds, payable monthly at the prevailing market rate for gas at the wellhead. Where such gas is not sold or used for a period of one year, and there is no producing gas or oil well on said land or on a communitized unit, as hereinafter provided, including said land, lessee may pay or tender as royalty the sum of \$360.00 multiplied by the number of acres subject to this lease at the end of each such one year period, payable annually at the end of each such year during which gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof.

To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the wellhead.

Lessor agrees to pay one-eighth (1/8) of any and all taxes levied or assessed upon the production of oil or gas from said land, and lessee is hereby authorized to pay such taxes and assessments on behalf of lessor and to deduct the amount so paid from any monies payable to lessor hereunder.

4. If no well be commenced on said land on or before the 4th day of April 19 78, this lease shall terminate as to both parties, unless lessee shall on or before that date pay or tender to lessor or lessor's credit in the sum of \$10,000.00 at the above address

or its successors, as lessor's agent, which shall continue as the depository regardless of changes in ownership of said land, the sum of Ten Thousand Two Hundred Ninety

dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of lessee and the depositing of such currency, draft, or check in any post office, with sufficient postage and properly addressed to lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the term of this lease. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid and any and all other rights conferred.

5. If during the primary term of this lease and prior to the discovery of oil or gas, lessee shall drill a dry hole or holes on this land or land communitized therewith, or, if during the primary term of this lease production on this land or on land communitized therewith shall cease from any cause, this lease shall not terminate provided, within 12 months from the expiration of the last rental period for which rental has been paid or before the next ensuing rental paying date, whichever occurs later in time, operations for the drilling of a well shall be commenced or lessee tenders the payment of rentals in the manner and amount hereinbefore provided.

6. If lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to existing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

5207 110

8. For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately eighty (80) acres and/or a gas development unit of not more than approximately three hundred twenty (320) acres but lessee shall in no event be required to drill more than one well on said unit. Each unit may be created by lessee's recording in the Register Of Deeds Office within the county or counties in which said unit is situated, an instrument identifying the unit so created. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

9. Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, drilling or production units, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

10. If the estate of either party hereto is assigned — and the privilege of assigning in whole or in part is expressly allowed — the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on lessee until 30 days after lessee has been furnished with a written transfer or assignment or a true copy thereof, and rentals shall be adjusted in accordance with such change of ownership or assignment; at the next succeeding rental anniversary after receipt by lessee of evidence satisfactory to lessee of such change of ownership or assignment. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

7.7.2 / 11. Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from ~~these~~ said leased premises for disposal as a conservation measure, lessee shall pay to lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

12. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be in-operative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

7.7.2 / 13. Lessor hereby ~~WARRANTS~~ agrees that lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

14. Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to lessor, if the lease is not recorded, or by placing a release thereof of record in the proper county, if the lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

The location of roadway and pipelines shall be mutually agreed upon between the Lessor and Lessee. It is mutually agreed that as to all recitations herein contained wherein the fraction 1/8 is used that same shall be construed instead to mean 1/4 (one-quarter) under this agreement, as to royalties.
IN TESTIMONY WHEREOF WE SIGN, This the 4th day of April, 1977.

Witnesses:

Dawn M. Maas
Dawn M. Maas

Frank Felix Zochowski
Frank Felix Zochowski SS#374-30-4803

David C. Bruski
David C. Bruski

Geraldine Zochowski
Geraldine Zochowski SS#377-14-4191

STATE OF Michigan
COUNTY OF Macomb

SS. ACKNOWLEDGMENT TO THE LEASE

On this 4th day of April, A.D., 1977, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Frank Felix Zochowski and Geraldine Zochowski, husband and wife,

to me known as the person S described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

DAWN M. MAAS
Notary Public, Macomb County, Michigan
My Commission Expires December 27, 1980

Dawn M. Maas
Dawn M. Maas Macomb County.

My Commission Expires _____, 19____ Acting in _____ County, _____

STATE OF _____
COUNTY OF _____

SS. ACKNOWLEDGMENT TO THE LEASE

On this _____ day of _____, A.D., 19____, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared _____

to me known as the person _____ described in and who executed the foregoing instrument and acknowledged that he had executed the same as _____ free act and deed.

Notary Public _____ County.

My Commission Expires _____, 19____ Acting in _____ County, _____

This form was prepared by Dawn M. Maas of 74054 Church Street, Armada, MI 48005

EXHIBIT "A"

2794 420

Land in the Township of Armada, Macomb County, Michigan, described as: Lands lying in the SE $\frac{1}{4}$ of Section 21, T5N, R13E, Macomb County, Michigan and more particularly described as follows, to-wit: Beginning at the E'ly $\frac{1}{4}$ section corner of Section 21, T5N, R13E, thence S'ly along the E'ly line of Section 21 a distance of 815.37 feet, thence SW'ly along the center of the Andrews Road, so-called, a distance of 1935.47 feet to the S'ly line of Section 21 a distance of 961.2 feet to the center of Coon Creek, thence to the right an angle of 11 $^{\circ}$ 4' in a NE'ly direction along the center of Coon Creek a distance of 2419.4 feet to the right an angle of 17 $^{\circ}$ 11'30" E along the center of Coon Creek a distance of 237.5 feet thence to the left an angle of 15 $^{\circ}$ 24' along the center of Coon Creek a distance of 92.15 feet to the E and W $\frac{1}{4}$ section line of said Section 21; thence E'ly along said E and W $\frac{1}{4}$ section line a distance of 905.43 feet to the place of beginning,

and also;

Land in the Township of Ray, Macomb County, Michigan, described as: The West $\frac{1}{4}$ of Fractional Section 6, containing 252 acres more or less and 24 acres more or less off the West side of the Southeast $\frac{1}{4}$ of Section 6, Township 4 North, Range 13 East, excepting therefrom the cemetery lot which lies between the highway and the north line of the West $\frac{1}{4}$ of said Section 6, according to the survey thereof, being the same premises described in deed recorded in Liber 86, page 439 of Deeds, said cemetery lot being described in deed recorded in Liber 28, page 250 and Liber 56, page 457, more particularly described as follows: Commencing at the Southwest corner of premises or land heretofore deeded to John L. Briggs, on the North side of the highway; thence South 62 $^{\circ}$ West 2 chains 50 links; thence North 20 $^{\circ}$ West 2 chains 80 links to the bank of a creek; thence along the bank North 23 $^{\circ}$ East 2 chains 12 links; thence North 16 $^{\circ}$ and a half West 1 chain 38 links to town line; thence Easterly on town line to the Northwest corner of said Briggs land; thence South 20 $^{\circ}$ East on said Briggs Westerly line to the place of beginning, containing 179 square rods and a half be the same more or less. Also commencing at the Southwest corner of the old ground heretofore deeded to the above named Branch Cemetery Society on the North side of highway and running S 65 $^{\circ}$ W 64 feet; thence North 20 $^{\circ}$ W 67 feet; thence N 28 $^{\circ}$ E 86 feet to the Westerly line of the above named old ground; thence on the above named Westerly line S 20 $^{\circ}$ E to the place of beginning 119 feet.

In as much as the Lessor's primary use of said premises is an airport, it is understood and agreed that no well site may be drilled which in the sole and uncontrolled opinion of the Lessor shall be a hazard to navigation and the Lessor's written consent shall be obtained for any drilling site to comply with the intent of this paragraph.

Lessee shall indemnify and save harmless the Lessor from any claims or damages to or by third parties as a result of Lessee's operations on said land.

Pipe lines layed or constructed pursuant to his Lease shall be used for the transportation of oil and gas produced on the within leased premises only.

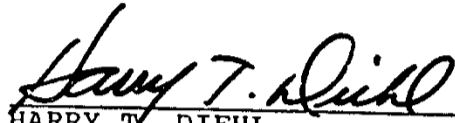
Frank T. Zochowski.

STATE OF MICHIGAN)
)
COUNTY OF MACOMB)

ss. LIBER 3358 PAGE 596

On this 10th day of August, 19 81.

before me personally appeared THOMAS S. WELSH, Macomb County Public Works Commissioner, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



HARRY T. DIEHL
Notary Public, Macomb County, Mich.
My Commission Expires: March 9, 1983

Drafted By: Alfred A. Blomberg
33 North Avenue
Mt. Clemens, MI 48043

Return to: Office of Macomb County Public Works Commissioner
115 Groesbeck Highway
Mt. Clemens, MI 48043

Survey of December 1916
Nims Drain

Exhibit "A"

I hereby certify that the following is a true survey of the Nims Drain, located in Section 1, Washington Township, and Sec. 6, Ray Township, Macomb County, Michigan, as surveyed by me for and by order of Mr. F. W. Matz, Drain Commissioner of and foresaid Macomb County, State of Michigan. Surveyed July 13, 1916, as follows to wit: taking a strip of land 30.0 ft. wide on each side of a line commencing at a point 0.25 ch., north and 2:0 ch. west of the SE Cor. of the W 1/2 of the SE 1/2 of Sec. 1, Washington Township, Macomb County, Michigan (T4N R12E) and thence extending N 77 - 30 E. 2.00 ch. to the easterly boundary thereof at a point 0.25 ch. North of the SE Cor. thereof. Traversing the last mentioned description a distance of 2.00 ch. Taking a strip of land 30.0 ft. wide on each side of a line commencing at a pt. 0.25 ch. north of the SW Cor. of the E 1/2 of the SE 1/4 of Sec. 1, T4N R12E, and thence extending N 77 - 30 E 14.73 ch.; thence N 83 - 15 E. 5.35 ch. to the easterly boundary thereof at a point 0.25 ch. north of the SE Cor. thereof. Traversing the last mentioned description a distance of 20.08 ch. Taking a strip of land 30.0 ft. wide on each side of a line commencing at a point 0.25 ch. north of the SW Cor. of the SW 1/4 of Sec. 6, T4N R13E, and thence extending N 88 - 00 E 9.92 ch.; thence S 90 - 00 E 20.89 ch.; thence S 86 - 30 E 5.77 ch.; thence S 86 - 30 E 5.77 ch.; thence S 3 - 30 W 0.25 ch. to terminus of drain in Camp Brook Drain. Station stakes and grade pegs were set eight (8) rods apart from Sta. 0 to Sta. 29. Sta. 30 is 91 links beyond Sta. 29 making total length of drain 58.91 ch. or 235 rods-16 links.

Survey of Dec. 1916

Walter J. Lehner
County Surveyor

JUN 24 1966

LIBER 1767 PAGE 80

804452

Caron Burr
REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, the undersigned CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan with its principal office therein at 212 West Michigan Avenue, Jackson, Michigan, does hereby grant and convey to FRANK F. ZOCHOWSKI and GERALDINE ZOCHOWSKI, his wife, of 15523 Thirty-two Mile Road, Romeo, Michigan, an easement over and across the following described property:

Township of Bay, County of Macomb, and State of Michigan, described as follows: The West six (6) rods of the Northeast 1/4 of Section 6, Town 4 North, Range 13 East

for airplane runways, taxi strips and air space above said premises for the operation of airplanes on or above said premises for such purposes; said easement to cross such six (6) rod strip at an angle of not less than 25 degrees nor more than 90 degrees. To Have and to Hold said easement and Right-of-Way unto FRANK F. ZOCHOWSKI and GERALDINE ZOCHOWSKI, his wife, their heirs and assigns.

The Grantees herein shall not be required to take any special measures to protect the pipelines or property of CONSUMERS POWER COMPANY, in the exercising of this easement, any special protective measures necessary for the protection of such pipeline shall be at the risk of Grantor herein.

IN WITNESS WHEREOF Grantor herein has executed this instrument this 20th day of June, 1966.

APPROVED AS TO FORM

Signed, Sealed and Delivered in the Presence of:

CONSUMERS POWER COMPANY LEGAL DEPARTMENT

BY: *W.C. Schmidt*
W. C. Schmidt, Senior Vice President

W.R. Boris
W. R. Boris, Secretary

Frances S. Schafer
Frances S. Schafer
Lucille M. Darling
LUCILLE M. DARLING

STATE OF MICHIGAN
County of Jackson) ss.

On this 20th day of June A.D., 1966, before me personally appeared W. C. Schmidt and W. R. Boris, to me personally known, who being by me sworn, did each for himself say that they are respectively the Senior Vice President and Secretary of Consumers Power Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said W. C. Schmidt and W. R. Boris acknowledged said instrument to be the free act and deed of said corporation

Return to:
HAROLD N. WELLER
ATTORNEY-AT-LAW
National Bank Building
Richmond, Michigan

Willoween R. Smith
Willoween R. Smith
Notar. Public, Jackson
County, Michigan
My commission expires: Oct. 2, 1966

PREPARED BY:
Harold N. Weller, Attorney
Richmond, Michigan *HW*

PARCEL #6

6180350
LIBER 18323 PAGE 464

11/21/2006 04:17:33 P.M.
MACOMB COUNTY, MI
CARMELLA SABAUGH, REGISTER OF DEEDS

This is to certify that according to the County Treasurer's records there are no tax liens on this property and that the taxes are paid for five years prior to the date on this instrument except 20____ No 7873 TED B. WAHBY Macomb County Treasurer BY PSA
This certification does not include current taxes now being collected. Date 11-20-06

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That JO-EL-K, LLC, a Michigan limited liability company whose address is: 14600 32 Mile Rd., Washington, MI 48095

Conveys and Warrants to: Michigan Department of Transportation - Bureau of Aeronautics whose address is: 2700 East Airport Service Dr., Lansing, MI 48906-2160

the following described premises Situated in the Township of Ray, Macomb County, Michigan, described as:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION
ALSO SEE ATTACHED "EXHIBIT A" FOR LAND DIVISION AND FARMLAND NOTICE
SEE ATTACHED "EXHIBIT B" FOR EASEMENT RESERVATION AND CONDITIONS
Parcel ID: 05-07-100-002 / Commonly Known as: 15860 31 Mile Road


Together with all tenements, hereditaments, improvements, appurtenances, fluid, mineral, and gas rights thereunto belonging or in anywise appertaining, for the sum of:

TWO MILLION AND 00/100 (\$2,000,000.00)DOLLARS

Subject to easements and restrictions of record and zoning ordinances, if any, and real property taxes to be billed for December 01, 2006.

Date: November 9, 2006

Signed by:
JO-EL-K, LLC, a Michigan limited liability company


by: Thomas Karam
its: Manager

STATE OF MICHIGAN
MACOMB
11/21/2006
6180350


REAL ESTATE TRANSFER TAX
\$2,200.00 CO
\$15,000.00 ST
833846

STATE OF MICHIGAN)

COUNTY OF Macomb

The foregoing was acknowledged before me in Macomb County this 9 day of ~~October~~ November, 2006 by Thomas Karam, as Manager of JO-EL-K, LLC, a Michigan limited liability company, on behalf of the company.

Acting in Macomb County



,Notary Public
County, Michigan

My Commission Expires: Notary Public, Macomb County, MI
My Commission Expires Dec. 25, 2006

Drafted by and when recorded return to: MDOT, Attn: Chip Kraus, 2700 E. Airport Service Dr., Lansing, MI 48906-2160

GRECO

5LW

Let 1/2006

EXHIBIT A

Situated in the Township of Ray, County of Macomb, State of Michigan, described as:

Town 4 north, range 13 east, section 7. The east 61.92 acres of the northwest $\frac{1}{4}$ of section 7, except the east 99.00 feet of the south 200 feet thereof.

More particularly described as:

Commencing at the Northwest corner of Section 7, Town 4 North, Range 13 East, Ray Township, Macomb County, Michigan; thence South 86 degrees 01 minutes 42 seconds East 1022.66 feet along the North line of said Section 7 (also being the centerline of 31 Mile Road) to the Point of Beginning. Thence continuing South 86 degrees 01 minutes 42 seconds East 1022.66 feet to the North quarter corner of said Section 7; thence South 00 degrees 09 minutes 49 seconds East 2488.25 feet along the North South quarter line of said Section 7; thence North 86 degrees 47 minutes 14 seconds West 99.17 feet; thence South 00 degrees 09 minutes 49 seconds East 200.35 feet to the East West quarter line of said Section 7; thence North 86 degrees 47 minutes 14 seconds West 929.36 feet along the said East West quarter line; thence North 00 degrees 01 minutes 14 seconds West 2701.78 feet to the Point of Beginning. The above described property contains 62.869 acres, more or less.

Parcel ID: 05-07-100-002 / Commonly Known As: 15860 31 Mile Road

TRANSFER OF LAND DIVISION RIGHTS

The Grantor grants to the Grantee the right to make Maximum available division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

FARMLAND NOTICE

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.

Grantor makes no representations as to the number of divisions which are or may be permitted under the Act.

EXHIBIT B

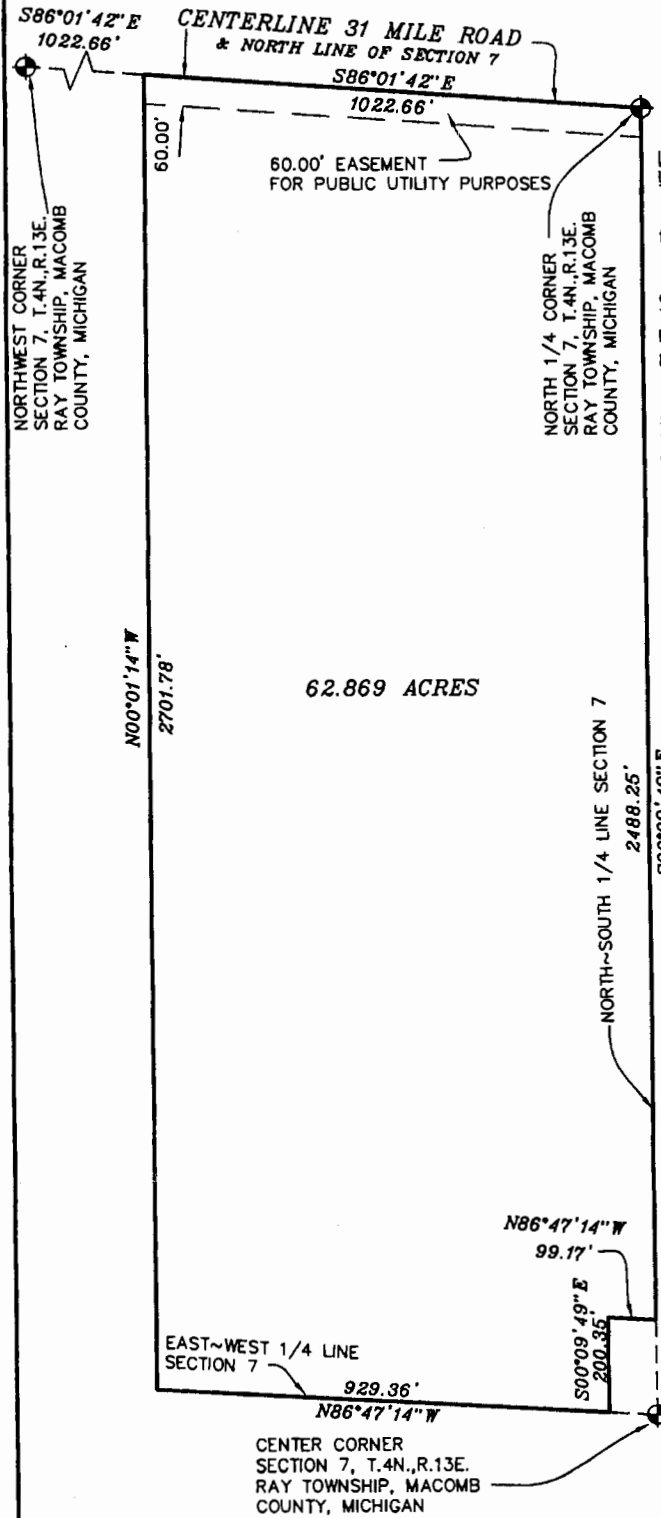
The Grantor (JO-EL-K, LLC) reserves an easement for UNDERGROUND UTILITY PURPOSES (including water, sewer, electric, and any and all existing underground utilities) on THE NORTH 60 FEET OF ABOVE DESCRIBED REAL ESTATE (EASEMENT AREA). Said EASEMENT AREA is more particularly described as: Commencing at the Northwest corner of Section 7, Town 4 North, Range 13 East, Ray Township, Macomb County, Michigan; thence South 86 degrees 01 minutes 42 seconds East 1022.66 feet along the North line of said Section 7 (also being the centerline of 31 Mile Road) to the Point of Beginning. Thence continuing South 86 degrees 01 minutes 42 seconds East 1022.66 feet to the North quarter corner of said Section 7; thence South 00 degrees 09 minutes 49 seconds East 60 feet along the North South quarter line of said Section 7; thence North 86 degrees 01 minutes 42 seconds West 1022.66 feet; thence North 00 degrees 01 minutes 14 seconds West 60 feet to the Point of Beginning, also being the Point of Ending. This underground utility easement is subject to the following conditions:

1. JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, prior to entering upon the easement area for the purpose of maintaining, repairing, cleaning out, widening, deepening or extending the sanitary sewers, drains, water lines, electric lines or appurtenances owned by JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, shall obtain the prior approval of the office of the Manager of the airport, which approval shall not be unreasonably withheld. JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, shall have the right from time to time, with prior approval from the Manager of the airport, to clear the easement area of all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, of the rights, privileges and easement purposes herein reserved by JO-EL-K, LLC, ITS LESSEES OR ASSIGNS.
2. JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, shall not permit any maintenance or construction equipment which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon the easement area herein described without such prior approval; provided, however, that such prior approval shall not be necessary when an emergency condition exists and immediate action by JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, is necessary to protect the public health. When an emergency situation exists, the ingress and egress of JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, will be coordinated with the airport management.
3. JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, shall not construct nor permit to stand above ground level on said easement area any building, structure, poles or other objects, manmade or natural.
4. JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to any maintenance or improvement within said easement area.
5. At such time in the future as deemed necessary by the STATE OF MICHIGAN, its successors or assigns, the STATE OF MICHIGAN, its successor or assigns, may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon said easement area provided notice is given to JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, at least 30 days prior to the start of construction. Should such development become necessary, JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, agrees to pay all costs associated with the protection or relocation of its facilities to accommodate said airport improvements.
6. This easement shall be binding on all other parties, both public and private, which presently, or at a future date, occupy or utilize the easement area conveyed hereby for the utility lines.
7. JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, agrees to maintain and protect at its own expense its electric or water lines, drains, sanitary sewers or appurtenances and equipment within the easement area. Should a change in airport operations or standards require the upgrade or additional protection of the utility and equipment, the cost shall be paid by JO-EL-K, LLC, ITS LESSEES OR ASSIGNS.
8. JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, agrees to pay for any increased cost of maintaining and operating the utility lines resulting from the relocation of such lines, and shall perform all necessary maintenance at its own expense in accordance with specifications approved by the State of Michigan (it successors or assigns) and JO-EL-K, LLC, ITS LESSEES OR ASSIGNS.
9. JO-EL-K, LLC, ITS LESSEES OR ASSIGNS, agrees to save and keep the State of Michigan, its successors or assigns, harmless from and indemnify it against any penalty, damage or charges imposed for any violation of any laws or ordinances, and at all times to protect, indemnify and save the State of Michigan, its successors and assigns harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or any other occurrence on or about

the easement area, causing injury to any person or property, arising by reason of construction, operation and maintenance, and use of this easement. The STATE OF MICHIGAN and its successors and assigns reserves the right of full use of said premises subject to the easement rights granted for underground utility purposes.

SKECTH OF DESCRIPTION

PART OF THE N.W. 1/4 OF SECTION 7, T4N, R13E,
RAY TOWNSHIP, MACOMB COUNTY, MICHIGAN



LEGAL DESCRIPTION of 60 FOOT WIDE PUBLIC UTILITY EASEMENT:

Being the North 60.00 feet of the following description for public utility purposes.

A parcel of land located in and being part of the Northwest Fractional 1/4 of Section 7, Town 4 North, Range 13 East, Ray Township, Macomb County, Michigan Being more particularly described as follows:

Commencing at the Northwest corner of said Section 7; thence S86°01'42"E 1022.66 feet along the North line of said Section 7 also being the centerline of 31 Mile Road to the POINT OF BEGINNING; thence continuing S86°01'42"E 1022.66 feet to the North 1/4 corner of said Section 7, thence S00°09'49"E 2488.25 feet along the North South 1/4 line of said Section 7; thence N86°47'14"W 99.17 feet; thence S00°09'49"E 200.35 feet to the East West 1/4 line of said Section 7; thence N86°47'14"W 929.36 feet along the said East West 1/4 line; thence N00°01'14"W 2701.78 feet to the Point of Beginning and containing 62.869 acres of land.
Subject to any easements or restrictions, if any.

NOTE: No field work has been performed for above Legal Description.

SCALE: 1"=300' JOB#: 98-917

DATE: 07-10-06 DRAWN BY: J.G.

LEHNER ASSOCIATES, INC.
PROFESSIONAL ENGINEERS & SURVEYORS
17001 NINETEEN MILE RD., STE. 3
CLINTON TOWNSHIP, MICHIGAN 48038
(586) 412-7050
FAX: (586) 412-7114

REVISIONS

ERIC FLINN
38600 VAN DYKE
STERLING HEIGHTS, MI 48312
586-268-3500

GRAPHIC SCALE



(IN FEET)
1 inch = 300' ft.

SHEET 1 OF 1

WARRANTY DEED

TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION
 This information required by P.A. 286 1964 in order to convey land.
 TOTAL

MDOT A648 (3/97)

The Grantors William C. Zichichi and Michelle Zichichi, Husband and Wife

67400 Rose Drive

Washington, MI 48094

for the sum of \$245,000 (two hundred forty-five thousand dollars) conveys and warrants to the Michigan Department of Transportation - Bureau of Aeronautics, and to its successors in office and assigns, whose address is Lansing, Michigan, the following described real estate situated in the Township of Washington, County of Macomb, State of Michigan:

*2700 East Airport Service Dr.
 Lansing, MI. 48906

A parcel of land located in and being part of the Southeast quarter of Section 1, Town 4 North, Range 12 East, Washington Township, Macomb County, Michigan, and being more particularly described as follows: Commencing at the South quarter corner of said Section 1; thence North 78 degrees 20 minutes 46 seconds East 1,943.34 feet along the Southerly line of Section 1 to the point of beginning; thence North 00 degrees 04 minutes 30 seconds West 1,231.10 feet; thence 78 degrees 20 minutes 46 seconds East 664.25 feet to the Easterly line of Section 1; thence South 00 degrees 07 minutes 14 seconds East 1,230.00 feet along the Easterly line of Section 1 to the Southeast corner of Section 1; thence South 78 degrees 20 minutes 46 seconds West 665.25 feet along the Southerly line of Section 1 to the point of beginning.

Includes all fluid, mineral, and gas rights.

This is to certify that according to the County Treasurer's records there are no tax liens on this property and that the taxes are paid for five years previous to date of this instrument except 2000 No. 100387
 TED B. WAHBY Macomb County Treasurer By DC
 This certification does not include current taxes now being collected.
 Date 3/2/01

STATE OF MICHIGAN REAL ESTATE ★
 TRANSFER TAX ★
 \$269.50 CO ★
 \$1,837.50 ST ★
 562398 ★
 MACOMB
 3/14/2001
 1039951 MM

PROPERTY TAX CODE		04-01-400-005
CONTROL SECTION:	PARCEL: Romeo Airport Expansion	NAME: Zichichi
JOB NO:	FED ITEM NO.:	FEDERAL PROJECT:

50-430073 EE 84619

GRECO

#8

27012

Signed this 22nd day of February, 20 01

M. S. Kerr
Witness M. S. Kerr

William C. Zichichi
Grantor WILLIAM C. ZICHICHI

Kerry Anderson
Witness Kerry Anderson

Michelle Zichichi
Grantor MICHELLE ZICHICHI

Witness

Grantor

Witness

Grantor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MICHIGAN

i Liber 010110 Page 00783

County of MACOMB

The foregoing instrument was acknowledged before me this 22nd day of February, 20 01
by William C. Zichichi and Michelle Zichichi, husband and wife

M. S. Kerr Macomb Michigan 6/28/2001
NOTARY PUBLIC M. S. Kerr COUNTY Macomb COMMISSION EXPIRES

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN

M.S. Kerr
Notary Public, Macomb County, Michigan
My Commission Expires: June 28, 2001

County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20 _____,
by _____ and _____
Name of Officer Name of Officer

the _____ and _____ respectively
Title of officer Title of officer

of _____ a _____, on behalf of the
Name of Corporation/partnership/entity Type of entity
corporation/partnership/entity

NOTARY PUBLIC COUNTY _____ Michigan COMMISSION EXPIRES _____

DRAFTED BY Forest Kraus P.O. Box 30050 Lansing, Michigan 48909

When recorded return to: Michigan Department of Transportation - Bureau of Aeronautics
2700 East Airport Service Drive
Lansing, MI 48906

RIDER B

The grantor grants to the grantee the right to make All _____
division(s) under section 108 of the land division act, Act No. 288
of the Public Acts of 1967, as amended. 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.

11
(Donated
Land)

QUIT CLAIM DEED

TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION

This information required by P.A. 286 of 1964

PARTIAL

MDOT A637 (3/97)

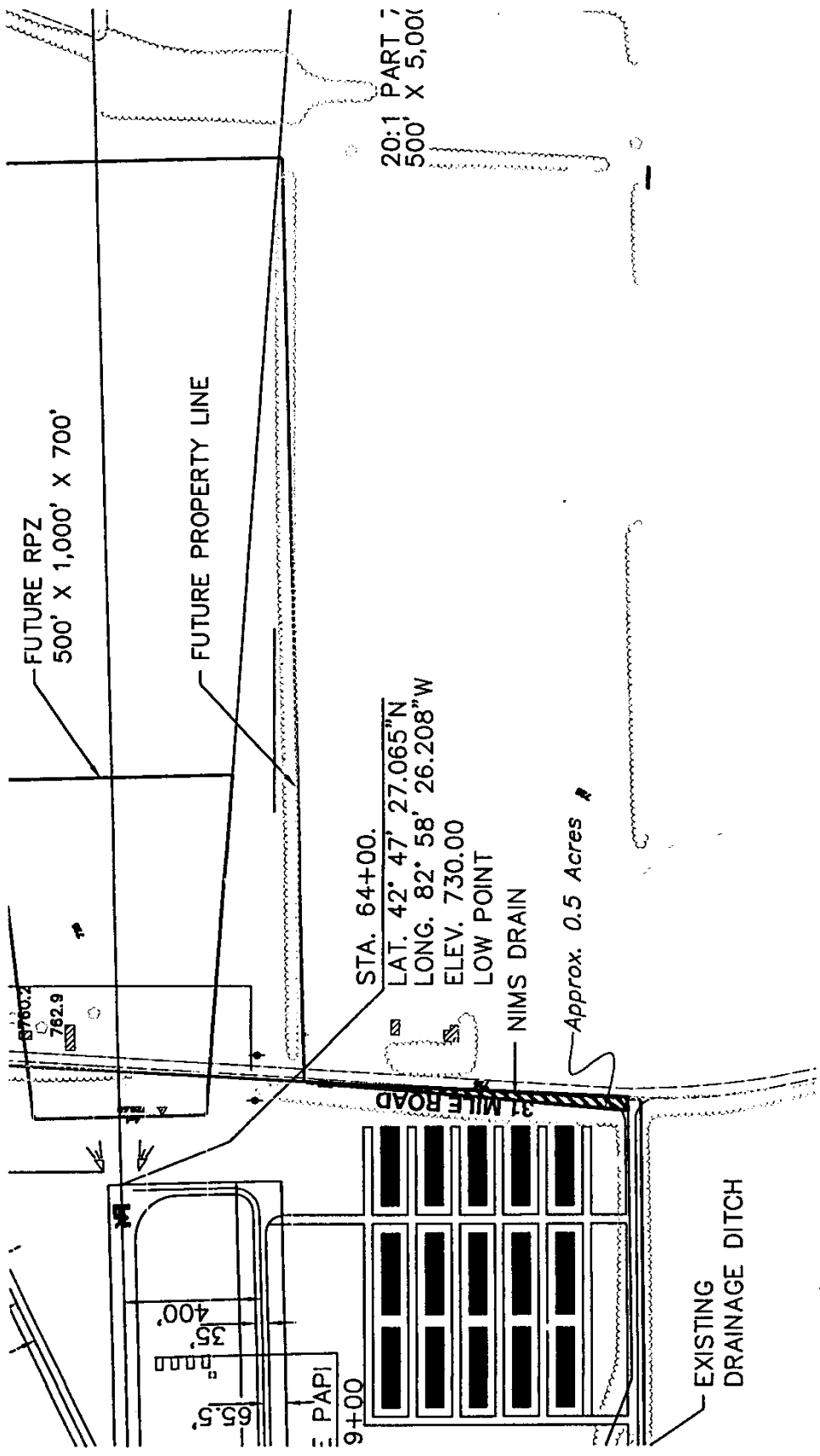
The Grantors Richard S. Schapman and Constance Schapman; husband and wife; whose
address is:

for the sum of (donation) quit-claims to the Michigan Department of Transportation - Bureau of Aeronautics, and to its successors in office and assigns, whose address is 2700 Airport Service Drive; Lansing, Michigan 48906-2171, the following described real estate situated in the Township of Ray, County of Macomb, State of Michigan:

That portion of the following described parcel that is situated north of 31 Mile Road right-of-way: T4N, R13E, Section 7; Beginning at the NW corner of Section 7; thence South 86°01'42" East 1022.66 feet along the North Section line; thence South 00°01'14" East 2701.78 feet; thence North 86°47'14" West 1028.52 feet to West 1/4 corner of Section 7; thence North 01°07'37" East 58.98 feet to East 1/4 corner of Section 12, T4N, R12E, Washington Township; thence North 00°05'55" East 2656.00 feet along West Section 7 line to Point of Beginning.

This portion contains approximately 0.5 acres, more or less.

PROPERTY TAX CODE (Part of: 05-07-100-001)		
CONTROL SECTION: NA	PARCEL: NA	NAME: Schapman
JOB NO: NA	FED ITEM NO.: NA	FEDERAL PROJECT: NA



FUTURE RPZ
500' X 1,000' X 700'

FUTURE PROPERTY LINE

STA. 64+00.

LAT. 42° 47' 27.065"N
LONG. 82° 58' 26.208"W

ELEV. 730.00
LOW POINT

NIMS DRAIN

Approx. 0.5 Acres

31 MILE ROAD

EXISTING
DRAINAGE DITCH

9+00

PAPI

65.5'

35'

400'

20:1 PART ;
500' X 5,000'