

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, made this 28th day of June, 1990, by and between GAY PLASTICS, INC., a Michigan corporation, whose address is 3059 Beechwood Road, Rose City, Michigan 48654 (hereafter "Grantor") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, whose address is Mason Building, 530 West Allegan Street, Lansing, Michigan 48909 (hereafter "Grantee");

WITNESSETH, For and in consideration of the sum of One and No/100ths Dollar (\$1.00), the receipt of which is acknowledged, and other good and valuable consideration, GRANTOR hereby GRANTS AND CONVEYS TO GRANTEE a Conservation Easement pursuant to the Conservation and Historic Perservation Easement Act, 1980 PA 197, MCL 399.251 et. seq., on the terms and conditions stated below.

1. The premises subject to this Conservation Easement (hereafter "the Easement Premises") are situated in the City of Rose City, Ogemaw County, Michigan and are legally described as follows:

RC-31 LNP-34A
 SEC 31 T24N R3E
 N 280 FT OF E 400 FT OF S 1/2 OF N 1/2 OF
 SE 1/4 OF SE 1/4 & COM AT NE COR OF S 1/2 OF N 1/2 OF
 SE 1/4 OF SE 1/4 TH W 400 FT FOR POB TH S 0 DEG 09'
 W 263 FT N 89 DEG 11' 15" W 120 FT N 43 DEG 18' 45" W
 329.12 FT N 74 DEG E 92.3 FT S 89 DEG 09' 52" E 256.95 FT
 TO POB.

(A map depicting the Easement Premises is attached as Exhibit A.)

2. (Except as authorized under DNR Permit No. 90-7-0156,) Grantor shall refrain from altering the

RECORDED
 No. 006MAW COUNTY, MI.

Liber 359 - Page 691-6
 incl.

90 SEP 10 AM 11:24

-1-

Williamson & Spiller
 REGISTER OF DEEDS
 OCEMAW COUNTY

028714

topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the Easement Premises.

3. The purpose of this Easement is to maintain the Easement Premises in their natural and undeveloped condition. Grantor shall maintain the Easement Premises in their natural and undeveloped condition.

4. This Easement does not grant or convey to Grantee or members of the general public any right of ownership, possession, or use of the Easement Premises.

5. Upon reasonable notice to Grantor, Grantee, and its authorized employees and agents, may enter upon and inspect the Easement Premises to determine whether they are being maintained in compliance with the terms of this Easement.

6. This Easement may be enforced by either an action at law or in equity and shall be enforceable against the owner of the Easement Premises or any other person despite a lack of privity of estate or contract.

7. This Easement shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.

8. Within 28 days after the date this Easement is executed, Grantor, at its sole expense, shall record this Easement with the Register of Deeds for the county in which the Easement Premises are located. After recording, the Easement Agreement shall be returned to Grantee.

9. Grantor shall indicate the existence of this Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

10. Within 90 days after this Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable marking along the boundry of the Easement Premises to clearly demarcate the boundary of the Easement Premises.

11. This Easement shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed in the presence of: GAY PLASTICS, INC.

Geraldine H. Wilson
Geraldine H. Wilson

By D. B. Littleton
Its D. B. Littleton, President

Virginia M. Vanderhoist
Virginia M. Vanderhoist

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET

Steven G. Sadewasser
Steven G. Sadewasser

BY [Signature]
Its Dennis J. Hall, Chief, Land and
Water Management Division

Donna M. Chippewa
Donna M. Chippewa

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 24th day of August, 1990, by Dennis J Hall, Chief and Water Mgmt. of the Department of Natural Resources for the State of Michigan, on behalf of the Department of Natural Resources.

Katharine M. Bemetz
Notary Public, Ingham County Acting in
My Commission expires MAY 15, 1994 Ingham

KATHARINE M. ZUMSTEG, NOTARY PUBLIC
E-TOH COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES 05-15-94

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of June , 1990, by D. B. Littleton, the President of GAY PLASTICS, INC., a Michigan corporation, on behalf of the corporation.

Edward J. Cwik

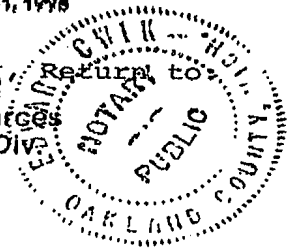
Notary Public
My Commission expires Oct. 31, 1993

EDWARD J. CWIK
Notary Public, Oakland County, MI
My Commission Expires Oct. 31, 1993

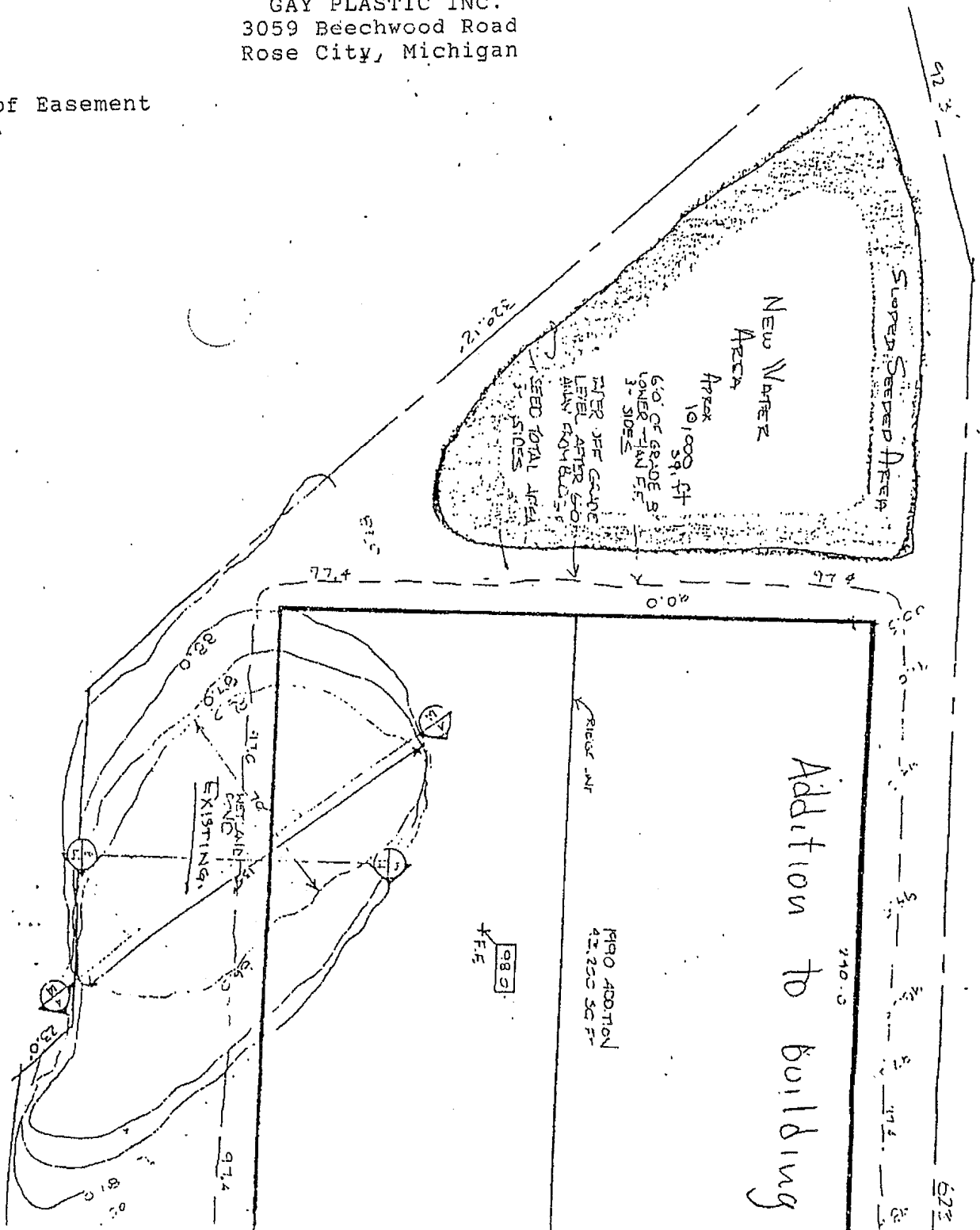
Drafted by:

FRANK J. KELLEY
Attorney General
Gary L. Hicks
Assistant Attorney General
Natural Resources Division
Mason Bldg., 8th Floor
530 W. Allegan Avenue
Lansing, MI 48913

After Recording, Return to:
WETLAND PROTECTION
Michigan Dept. Natural Resources
Land & Water Management Div
P.O. Box 30028
Lansing, Michigan 48909



Re: Map of Easement



RECORDED NOV 30 1976 AT 8:30 A.M.
LIBER 250 OF DEEDS PAGE 689

Heidi M. Quinn
Register of Deeds - Ogemaw County

Made this 7th day of April, 19 76
BETWEEN (Names) Bernard R. Card, President and James L. Card, Secretary of
(Address) Card Developers, Inc.
Rose City, Michigan 48654

First Parties, and the City of Rose City, Michigan, Second Party:

WITNESSETH, that First Parties, in consideration of the City of Rose City agreeing to maintain and keep in good repair the waterline hereinafter referred to located on the property described below, do by these presents grant and convey to the City of Rose City, its successors and assigns, FOREVER, a right-of-way and easement as follows, to-wit:

A 20 foot wide easement for a watermain lying North of at right angles to the following described line:

Commencing at the Southeast corner of Section 31, T24N, R3E, City of Rose City, Michigan; thence North 0°09'00" East 987.0 feet along the East Section line to the Point of Beginning; thence North 89°09'52" West 656.95 feet; thence South 74°00' West 385 feet more or less to the centerline of Houghton Creek and the Point of Ending.

for the purpose of locating, constructing, installing, repairing and maintaining a waterline and installation of taps thereto, together with the full right and authority on the part of said Second Party, its successors, licensees, assigns, agents and employees to enter at all times upon said premises for the purpose of installation of taps and constructing, repairing, removing, replacing, improving, enlarging and maintaining said waterline; First Parties hereby agree that no buildings or structures shall be placed over said waterline. This conveyance includes a release of any and all claims to damages arising from or incidental to the altering of said waterline and relocation thereof across the parcel hereby granted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Michael T. Battishill
Michael T. Battishill
Stella Moriarty
Stella Moriarty

CARD DEVELOPERS, INC.

Rose City, Michigan

Bernard R. Card
Bernard R. Card, President

James L. Card
James L. Card, Secretary

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
COUNTY OF OCEANAW) SS.

The foregoing instrument was acknowledged before me this 7th day of April 19 76, by Bernard R. Card

President and James L. Card, Secretary of Card Developers, Inc.

a Michigan corporation, on behalf of the corporation.

Judith A. Fitzgerald
Judith A. Fitzgerald

Notary Public, Ogemaw County, Michigan

My commission expires October 28, 1979

Prepared By:

Edmunds Engineering, Inc.
1501 W. Thomas Street
Bay City, Michigan 48706

To all People to whom these Presents shall come, Greetings;
KNOW YE, THAT WE,

(Name) CHARLES E. MORLEY and (Name) JOSEPHINE MORLEY, husband and wife
in conformity with the terms of a certain Declaration of Trust executed by us under date of 17

October, 1970, do by these presents release and forever Quit-Claim to ourselves as
Trustees under the terms of such Declaration of Trust, and to our successors as Trustee under the terms of
such Declaration of Trust, all right, title, interest, claim and demand whatsoever which we as Releasors
have or ought to have in or to ~~the property located at~~ oil and gas mining leases with
a producing well thereon, all situated in the township of Ogemaw,
county of Ogemaw, State of Michigan, and being described as follows,
to wit;

1. The S.W./4 of the S.E./4 of Sect. 14, Twp. 22 N., Range 1, E.
Known as Harrington #1 and recorded in the offices of the Register of
Deeds for said county of Ogemaw in Liber 152 on page 411.
2. The S.E./4 of the S.W./4 of Sect. 14, Twp. 22 N., Range 1, E.
Known as Weiler and recorded in the offices of the Register of Deeds
for said county of Ogemaw in Liber 122 on page 555.
3. The N.W./4 of the S.E./4 of Sect. 14, Twp. 22 N., Range 1, E.
Known as Harrington #2 and recorded in the offices of the Register of
Deeds for said county of Ogemaw in Liber 126 on page 483.
4. The S.E./4 of the N.E./4 of the S.W./4 of Sect. 13, Twp. 22 N.
Range 1 E. Known as Zettle and recorded in the offices of the Register
of Deeds for said county of Ogemaw in Liber 128 on page 599.
5. The N.E./4 of the N.W./4 of Sect. 24, Twp. 22 N., Range 1, E.
Known as Regan and recorded in the offices of the Register of Deeds
for said county of Ogemaw in Liber 132 on page 577.
6. The N.E./4 of the S.W./4 of Sect. 24, Twp. 22 N. Range 1, E.
Known as Husted and recorded in the offices of the Register of Deeds
for said county of Ogemaw in Liber 134 on page 411.
7. The N.E./4 of the N.W./4 of Sect. 23, Twp. 22 N. Range 1, E.
Known as McDonald and recorded in the offices of the Register of Deeds
for said county of Ogemaw in Liber 135 on page 615.
8. Two leases in the South Half of the N.E./4 communitized with
Two leases in the S.W./4 of the N.E./4 all located in Sect. 23, Twp. 22 N
Range 1 E. Known as Panhorst-Grey and recorded in the offices of the
Register of Deeds for said county of Ogemaw in Liber 139 on page 313.

RECEIVED OCT 19 1970 AT 1:30 P.M.
LIBER 212 of Deeds PAGE 513

Stella M. Crum
Register of Deeds - Ogemaw County

To Have and to Hold the premises with all the appurtenances, as such Trustees forever; and we declare and
agree that neither we as individuals nor our heirs or assigns shall have or make any claim or demand upon
such property.

In Witness Whereof,

Signed, sealed and delivered in presence of
two witnesses:

Marian J. Bode
Marian J. Bode Witness

Dorothy Meeker
Dorothy Meeker Witness

Charles E. Morley
Releasor (First co-owner) Charles E. Morley

Josephine Morley
Releasor (Second co-owner) Josephine Morley

STATE OF Michigan } ss. _____
COUNTY OF Ogemaw }

Personally appeared before me this 17th day of October,
1970, Charles E. Morley and Josephine Morley, known to me to be the
signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed.

(Notary Seal)

Suzanne H. McGowen (MCGOWEN)
Notary Public Suzanne H. McGowen
Notary expires Dec 16, 1972

Received for record _____ at _____ Attest: _____

Prepared by:
John Langs, Attorney at Law
Guardian Building, Detroit, Mich.

The consideration for this transfer is less than One Dollar.