

RECORDED IN DEEDS

LIBER 443 PAGE 110

Filed at _____ o'clock
Liber _____ of Deeds, Page _____
Register of Deeds.

WARRANTY DEED

This Indenture, made OCTOBER 27, 1986, ALSO KNOWN AS CELESTIA E. McCALLUM
BETWEEN GORDON E. McCALLUM and CELESTE E. McCALLUM, husband and wife,
3533 Twin Branches Drive, Silver Springs, Maryland

and RICHARD L. DALY and THERESA M. DALY, husband and wife,
4704 West Hickory Road, Hickory Corners, Michigan

party of the first part.

party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Twenty-Five Thousand

Dollars (\$25,000.00) to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Barry County of Barry and State of Michigan, and described as follows, to-wit:

To find the place of beginning, commence at the North 1/4 post of Section 28, Town 1 North, Range 9 West; thence S00°14'25"W, along the North and South 1/4 line of said Section 28 a distance of 910.02 feet; thence N89°23'50"W, along the South line of land conveyed to Consumers Power Company, 226.53 feet to the place of beginning; thence S00°14'25"W, 516.23 feet; thence S89°22'09"E, 28.53 feet; to the East line of land conveyed to first parties by deed recorded at Liber 189, page 251 in the Barry County Register of Deeds; thence S00°14'25"W along said East line, 963.05 feet to the South line of land conveyed to first parties by said deed recorded at Liber 189, page 251 at a point which lies 251.45 feet North of the East and West 1/4 line of said Section 28; thence N89°22'09"W along said South line parallel with said East and West 1/4 line, 1125.31 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section 28; thence N00°19'49"E, along said West line, 1068.60 feet to the South line of the North 1/2 of said Northwest 1/4; thence N89°23'09"W, along said South line, 387.75 feet to the West line of land conveyed to first parties by said deed recorded at Liber 189, page 251; thence N00°19'49"E along said West line, 410.06 feet to said South line of land conveyed to Consumers Power Company; thence S89°23'50"E, along said South line, 1482.20 feet to the place of beginning.

SUBJECT to public highway easement for existing Kellogg School Road and subject to any easements and restrictions of record.

Also conveying the easement and right to use the following described parcel for ingress to and egress from the above described parcel for farming purposes only:

Commencing on the North and South 1/4 line of said Section 28 at a point S00°14'25"W 910.02 feet from the North 1/4 corner of said Section 28; thence S00°14'25"W 15.00 feet; thence North 89°23'50"W 226.53 feet; thence N00°14'25"E 15.00 feet to the South line of land conveyed to Consumers Power Company; thence S89°23'50"E, along said South line 226.53 feet to the place of beginning.

Second party, their heirs and assigns, shall maintain said easement in a clean, sightly and smooth condition and they shall not fence, pave, gravel or otherwise alter the condition of said easement.

22-11-86
041037073
STATE OF MICHIGAN
REAL ESTATE
TRANSFER TAX
Dept. of Taxation
RD.10593
\$ 27.50

STATE OF MICHIGAN
COUNTY OF BARRY
RECEIVED FOR RECORD
NOV-20-10 11 AM '86
Sandra S. ...
REGISTER OF DEEDS

2/17

RECEIVED FOR RECORDING
Register of Deeds, Barry County, MI
On this Date 8/05/2015 At 9:47 a.m.



RECEIVED FOR RECORDING
Register of Deeds, Barry County, MI
On this Date 8/12/2015 At 8:59 a.m.



OFFICIAL SEAL Barry County Register of Deeds, MI
2015-007889 AF
08/12/2015 09:16 AM Page 1 of 2 Fees: \$17.00

Michigan Department of Treasury
3676 (Rev. 1-06)

This form is issued under authority of
P.A. 260 of 2000. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property

This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

1. Street Address of Property 4630 West Hickory Road		2. County Barry	
3. City/Township/Village Where Real Estate is Located Barry		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Please Type or Print) Hop Head Farms LLC		5. Property ID Number (from Tax Bill or Assessment Notice) 08-03-028-019-60	
6. Legal Description (Legal description is required; attach additional sheets if necessary) See Attached Exhibit A		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property 100%	

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural property.

Signed Perry Vieth
Name (Print or Type) Perry S. Vieth
Title Manager & President

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

State of Massachusetts

County of Dukes

Acknowledged before me this 24 day of July, 2015

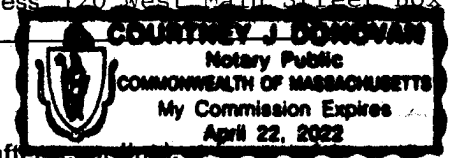
By Perry Vieth

Notary Signature Courtney J. Donovan

Name of Notary (Print or Type) Courtney J. Donovan

Massachusetts
Notary Public, State of ~~Michigan~~
County of Plymouth
My commission expires: April 22, 2022
Acting in the County of Dukes

Drafter's Name Garrett T. McNally
Drafter's Address 120 West Main Street Box 187
Marcellus
MI 49067



Do not write below this line -- for local government use only (after recording)

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property? Yes No
If not, what is the correct percentage of the property that is currently qualified agricultural property? _____

Assessor's Signature	Date
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Escrow File No.: 5423-15B

EXHIBIT "A"

Parcel 7: Situated in the Township of Barry, County of Barry, State of Michigan, and is described as follows:

Part of the Northwest quarter of Section 28, Town 1 North, Range 9 West, Barry Township, Barry County, Michigan described as: Commencing at the North quarter post of said Section 28; thence South 00°14'25" West along the North and South quarter line of said Section, 910.02 feet; thence North 89°23'50" West, along the South line of the Consumers Power Company Right-of-Way, 226.53 feet to the true place of beginning; thence South 00°14'25" West, 516.23 feet; thence South 89°22'09" East, 28.53 feet; thence South 00°14'25" West, 963.05 feet to a point which lies 251.45 feet North of the East and West quarter line of said Section 28; thence North 89°22'09" West, parallel with said quarter line, 330.14 feet; thence South 00°12'27" West, 251.46 feet; thence North 89°22'09" West, along said East and West quarter line, 66.00 feet; thence North 00°12'27" East, 251.46 feet; thence North 89°22'09" West, parallel with said quarter line, 362.84 feet to a point which is 366.32 feet East of the West line of the East half of the Northwest quarter of said Section; thence North 00°08'42" West, 315.64 feet; thence North 89°25'08" West, 363.70 feet to said West line; thence North 00°19'49" East, along said West line, 753.28 feet to the South line of the North half of said Northwest quarter; thence North 89°23'09" West, along said South line, 387.75 feet; thence North 00°19'49" East, 410.06 feet to said South line of Consumer's Power Company Right-of-Way; thence South 89°23'50" East, along said South line, 1482.20 feet to the place of beginning.

TOGETHER WITH a 20 foot wide easement for ingress and egress described as: Part of the Northwest quarter of Section 28; Town 1 North, Range 9 West, Barry Township, Barry County, Michigan, described as: Commencing at the North quarter post of said Section 28; thence South 00°14'25" West along the North and South quarter line of said Section, 910.02 feet to the true place of beginning; thence North 89°23'50" West, along the South line of the Consumer's Power Company Right-of-Way, 226.53 feet; thence South 00°14'25" West, 20.00 feet; thence South 89°23'50" East, 226.53 feet; thence North 00°14'25" East, 20.00 feet to the place of beginning. ALSO SUBJECT TO any easements or restrictions of record. Tax ID NO. 08-03-028-019-60; Property Location: W Hickory Road, Hickory Corners, MI 49060

RECEIVED FOR RECORDING

Register of Deeds, Barry County, MI



On this Date 03/16/2015 At 10:25 a.m.

OFFICIAL SEAL Barry County Register of Deeds, MI

2015-002166 AF 03/16/2015 12:44 PM Page 1 of 2 Fees: \$17.00



Michigan Department of Treasury
3676 (Rev. 3-10)

This form is issued under authority of P.A. 260 of 2000 and P.A. 378 of 2006. Filing is mandatory.

Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

INSTRUCTIONS: This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural or qualified forest property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

1. Street Address of Property W. Hickory Road, Hickory Corners, MI 49060		2. County Barry	
3. City/Township/Village Where Real Estate is Located Barry		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Print or Type) Ceres Hops & Grain LLC		5. Property ID Number (from Tax Bill or Assessment Notice) 08-03-028-019-60	
6. Legal Description (Legal description is required; attach additional sheets if necessary) See the attached Exhibit A		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program) 100%	
8. Daytime Telephone Number (855) 242-3737		9. E-mail Address hadamovsky@cerespartners.com	

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural or qualified forest property.

Signed Steve Cardinal
Name (Print or Type) Steve Cardinal
Title Authorized Agent

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

State of Indiana

County of St. Joseph

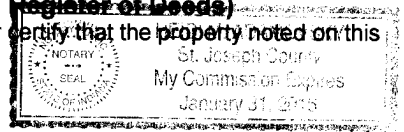
Acknowledged before me this 9th

day of March, 2015

By Steve Cardinal

Notary Signature [Signature]

Name of Notary (Print or Type) Heidi M. Adamovsky



Notary Public, State of Michigan, Indiana
County of St. Joseph
My commission expires: 01-31-2016
Acting in the County of St. Joseph

Drafter's Name Heidi M. Adamovsky
Drafter's Address 1251 N. Eddy #200
South Bend, IN 46607
Ceres Hops + Grain, LLC

LOCAL GOVERNMENT USE ONLY

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property? Yes No N/A (Qualified Forest Only)

If not, what is the correct percentage of the property that is currently qualified agricultural property? _____

Assessor's Signature	Date
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EXHIBIT A
LEGAL DESCRIPTION

The land situated in the County of Barry, Township of Barry, State of Michigan, is described as follows:

Part of the Northwest 1/4 of Section 28, Town 1 North, Range 9 West, Barry Township, Barry County, Michigan described as: Commencing at the North 1/4 post of said Section 28; thence South 00 degrees 14' 25" West along the North and South 1/4 line of said Section, 910.02 feet; thence North 89 degrees 23' 50" West, along the South line of the Consumers Power Company Right-of-Way, 226.53 feet to the true place of beginning; thence South 00 degrees 14' 25" West, 516.23 feet; thence South 89 degrees 22' 09" East, 28.53 feet; thence South 00 degrees 14' 25" West, 963.05 feet to a point which lies 251.45 feet North of the East and West 1/4 line of said Section 28; thence North 89 degrees 22' 09" West, parallel with said 1/4 line, 330.14 feet; thence South 00 degrees 12' 27" West, 251.46 feet; thence North 89 degrees 22' 09" West, along said East and West 1/4 line, 66.00 feet; thence North 00 degrees 12' 27" East, 251.46 feet; thence North 89 degrees 22' 09" West, parallel with said 1/4 line, 362.84 feet to a point which is 366.32 feet East of the West line of the East 1/2 of the Northwest 1/4 of said Section; thence North 00 degrees 08' 42" West, 315.64 feet; thence North 89 degrees 25' 08" West, 363.70 feet to said West line; thence North 00 degrees 19' 49" East, along said West line, 753.28 feet to the South line of the North 1/2 of said Northwest 1/4; thence North 89 degrees 23' 09" West, along said South line, 387.75 feet; thence North 00 degrees 19' 49" East, 410.06 feet to said South line of Consumers Power Company Right-of-Way; thence South 89 degrees 23' 50" East, along said South line, 1482.20 feet to the place of beginning.

TOGETHER WITH a 20 foot wide easement for ingress and egress described as: Part of the Northwest 1/4 of Section 28, Town 1 North, Range 9 West, Barry Township, Barry County, Michigan, described as: Commencing at the North 1/4 post of said Section 28; thence South 00 degrees 14' 25" West along the North and South 1/4 line of said Section, 910.02 feet to the true place of beginning; thence North 89 degrees 23' 50" West, along the South line of the Consumers Power Company Right-of-Way, 226.53 feet; thence South 00 degrees 14' 25" West, 20.00 feet; thence South 89 degrees 23' 50" East, 226.53 feet; thence North 00 degrees 14' 25" East, 20.00 feet to the place of beginning.



Darla Burghdoff P. 1/10 1:25PM
Barry Cnty MI Rgstr E

RECEIVED

2012 FEB 15 A 10: 22

REGISTER OF DEEDS
BARRY COUNTY, MI

RECEIVED

No Notary

~~2012 FEB 10 A 10: 45~~

REGISTER OF DEEDS
BARRY COUNTY, MI

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into and effective this 9th day of February, 2012 (the "Effective Date"), by and between **RICHARD L. DALY AND MARGARET L. DALY**, husband and wife, of 4704 W. Hickory Road, Hickory Corners, Michigan 49060 and **HOP HEAD FARMS, LLC**, a Michigan Limited Liability Company, located at 10101 3 Mile Road, Plainwell, Michigan 49080.

RECITALS

WHEREAS, Richard L. Daly and Margaret L. Daly are the owners of certain real property located in the County of Barry, State of Michigan, which said property is described as follows:

Beginning at a point of the North and South ¼ line of Section 28, Town 1 North, Range 9 West, distant South 00 degrees 14 minutes 25 seconds West 910.02 feet from the North ¼ post of said Section 28; thence South 00 degrees 14 minutes 25 seconds West along said North and South ¼ line 394.36 feet; thence North 89 degrees 22 minutes 09 seconds West parallel with the East and West ¼ line of said Section 28, a distance of 226.53 feet; thence North 00 degrees 14 minutes 25 seconds East 394.23 feet; thence South 89 degrees 23 minutes 50 seconds East 226.53 feet to the place of beginning.

Tax Parcel No. 08-03-028-019-50

Commonly known as: 14268 Kellogg School Road,
Hickory Corners, MI 49060

76077



Hereinafter referred to as "Parcel 1".

WHEREAS, Hop Head Farms, LLC is the owner of certain real property located in the County of Barry, State of Michigan, and described as follows:

Part of the Northwest $\frac{1}{4}$ of Section 28, Town 1 North, Range 9 West, Barry Township, Barry County, Michigan described as: Commencing at the North $\frac{1}{4}$ post of said Section 28; thence South 00 degrees 14' 25" West along the North and South $\frac{1}{4}$ line of said Section, 910.02 feet; thence North 89 degrees 23' 50" West, along the South line of the Consumers Power Company Right-of-Way, 226.53 feet to the true place of beginning; thence South 00 degrees 14' 25" West, 516.23 feet; thence South 89 degrees 22' 09" East, 28.53 feet; thence South 00 degrees 14' 25" West, 963.05 feet to a point which lies 251.45 feet North of the East and West $\frac{1}{4}$ line of said Section 28; thence North 89 degrees 22' 09" West, parallel with said $\frac{1}{4}$ line, 330.14 feet; thence South 00 degrees 12' 27" West, 251.46 feet; thence North 89 degrees 22' 09" West, along said East and West $\frac{1}{4}$ line, 66.00 feet; thence North 00 degrees 12' 27" East, 251.46 feet; thence North 89 degrees 22' 09" West, parallel with said $\frac{1}{4}$ line, 362.84 feet to a point which is 366.32 feet East of the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section; thence North 00 degrees 08' 42" West, 315.64 feet; thence North 89 degrees 25' 08" West, 363.70 feet to said West line; thence North 00 degrees 19' 49" East, along said West line, 753.28 feet to the South line of the North $\frac{1}{2}$ of said Northwest $\frac{1}{4}$; thence North 89 degrees 23' 09" West, along said South line,



387.75 feet; thence North 00 degrees 19' 49" East, 410.06 feet to said South line of Consumers Power Company Right-of-Way; thence South 89 degrees 23' 50" East, along said South line, 1482.20 feet to the place of beginning.

Hereinafter referred to as "Parcel 2".

WHEREAS, Richard L. Daly and Margaret L. Daly desire to grant to Hop Head Farms, LLC a perpetual easement in, under and through the property described above which is owned by Richard L. Daly and Margaret L. Daly, which said easement shall be for the purpose of installation, operation, maintenance, repair and replacement of telephone, electrical, gas, storm water, sanitary sewer and other utility lines and for ingress and egress which is necessary or desirable in connection with Hop Head Farms, LLC's intended use of the real estate, provided that any said uses shall not, in any way, interfere with the ability of Richard L. Daly and Margaret L. Daly or any successor owner of Parcel 1 to utilize said property for the stated purposes of ingress and egress to the burdened parcel or any other adjoining parcels.

AGREEMENT

1. Definitions. In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.
 - a. Benefitted Site. The term "Benefitted Site" shall mean and refer to the property that is benefited by certain easements and/or rights hereinafter set forth, and consequently constitutes the dominant estate with respect to such easements and/or rights.



- b. Burdened Site. The term “Burdened Site” shall mean and refer to the property that is burdened by certain easements and/or rights hereinafter set forth, and consequently constitutes the servient estate with respect to such easements and/or rights.
 - c. Permittees. The term “Permittees” shall mean and refer to all Occupants and all guests, employees, licensees, agents, contractors, vendors and other invitees of Hop Head Farms, LLC.
2. Richard L. Daly and Margaret L. Daly, the owners of Parcel 1, as the burdened site, hereby grant to Hop Head Farms, LLC, the owner of Parcel 2 as the benefitted site, for use by Hop Head Farms, LLC and permittees, a non-exclusive easement over, upon, across and through the following described property:

TOGETHER WITH a 20 foot wide easement for ingress and egress described as: Part of the Northwest ¼ of Section 28, Town 1 North, Range 9 West, Barry Township, Barry County, Michigan, described as: Commencing at the North ¼ post of said Section 28; thence South 00 degrees 14’ 25” West along the North and South ¼ line of said Section, 910.02 feet to the true place of beginning; thence North 89 degrees 23’ 50” West, along the South line of the Consumers Power Company Right-of-Way, 226.53 feet; thence South 00 degrees 14’ 25” West, 20.00 feet; thence South 89 degrees 23’ 50” East, 226.53 feet; thence North 00



degrees 14' 25" East, 20.00 feet to the place of beginning.

The grant of such easement shall include the right of Hop Head Farms, LLC to use said easement for the installation, operation, maintenance, repair, and replacement of telephone, electrical, gas, storm water, sanitary sewer, and other utility lines for ingress and egress which is necessary or desirable in connection with Hop Head Farms, LLC's intended use of the real estate provided that said use shall not, in any way, interfere with the ability of Richard L. Daly and Margaret L. Daly, and any successor owner of Parcel 1, to utilize such easement for ingress and egress to the burdened parcel and any other parcel or interfere with the ability to obtain access to the burdened parcel or any other parcel.

3. Non-Interference. Neither party to this Easement Agreement or any successors, heirs or assigns, shall in any way restrict or interfere with the ability of the other to utilize said easement for the purpose of ingress and egress or any other rights set forth herein. This agreement in no way restricts the ability of Richard L. Daly and Margaret L. Daly or any successors, to utilize said easement for any purposes which do not interfere with the easement rights of Hop Head Farms, LLC and/or its successors.
4. Nature of Easements and Rights Granted.
 - a. Easements Appurtenant. Each of the easement rights granted herein is an appurtenance to the Benefited Site, and none of such easement rights may be transferred, assigned or encumbered except as an appurtenance to the Benefited Site.



b. Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:

- i. create equitable servitudes upon Parcel 1 in favor of Parcel 2;
- ii. constitute covenants running with the land; and
- iii. shall bind every person or entity having any fee, leasehold or other interest in any portion of either property at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

5. Maintenance. Except as specifically set forth to the contrary in this Agreement, the owner of Parcel 1 shall not be responsible to perform and/or pay for, or cause to be performed and/or to be paid for any costs of, certain maintenance related to the easement which said maintenance and/or costs shall include snowplowing, paving, replacement of any paved portion of the easement and any other repair or replacement as appropriate, and to the extent any such improvement, repair, maintenance and/or replacement related to the easement is desired by the owner of Parcel 2, then except as specifically set forth to the contrary in this Agreement, the owner of Parcel 2 shall be solely responsible to perform and/or pay for, or cause to be performed and/or to be paid for any costs of, any said improvement, repair, maintenance and/or replacement related to the easement.



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Darla Burghdoff P: 7/10 1:25PM
Barry Cnty MI Rgstr E

6. Damage to Driveway Improvements and Easement. Each owner shall refrain from causing any damage to the driveway improvement or the easement described herein and shall immediately repair such damage caused by said owner or permittees associated with the owner, at such owners sole cost and expense.
7. Indemnification. To the extent not covered herein, the owner of Parcel 2 shall defend, indemnify and hold the owners of Parcel 1 and any of its employees or agents harmless from any and all claims, demands or liability arising from the alleged acts or omissions by the owner of Parcel 2 or its employees or agents for the negligent maintenance, construction or dangerous condition of Parcel 2 and/or arising from any alleged acts or omissions related to the use of the easement by the owner of Parcel 2 or any of its employees or agents.
8. General Provisions.
 - a. Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.
 - b. Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.



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Barry Cnty MI Registr E

- c. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- d. Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
- e. Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.
- f. Recording. A fully executed counterpart of this Easement Agreement shall be recorded in the Office of the County Recorder of Barry County, Michigan.
- g. Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be



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Barry Only MI Restr E

entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

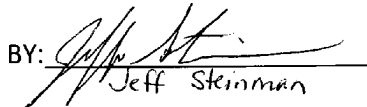
DATED: Feb 9, 2012


RICHARD L. DALY


MARGARET L. DALY

HOP HEAD FARMS, LLC

DATED: Feb 9, 2012

BY: 
Jeff Steinman

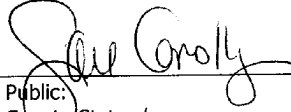
Its: Manager

Return to And
PREPARED BY:
BRIAN E. WEISS (P51502)
VLACHOS VLACHOS, P.C.
5659 Stadium Drive
Kalamazoo, Michigan 49009
(269) 375-6646

(Attached to and becoming a part of document dated: February 09, 2012)

State of Michigan
County of Kalamazoo

The foregoing instrument was acknowledged before me
this February 09, 2012 by Richard L. Daly and Margaret L.
Daly and Jeff Steinman, Manager for Hop Head Farms LLC.



Notary Public:
Notary County/State: /
County Acting In:
Commission Expires:

SARA CONOLLY
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires ~~09-26-2014~~ 09-26-2014
Acting in the County of ~~Kalamazoo~~ Kalamazoo



201202150001634

Darla Burghdoff P:10/10 1:25PM
Barry Only MI Rgstr E



West Michigan Realtors Title Company, LLC
dba PPR Title Agency

File No: 4003-76077

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23



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Page: 1 of 4
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D. Burghdoff - Register, Barry Co. MI E

RECEIVED
NOV 15 2004
BARRY COUNTY
REGISTER OF DEEDS

EASEMENT FOR UNDERGROUND ELECTRIC LINE AND GAS PIPELINES

Form 468 4-2003

W.O. #05807987
Tax Code: 080820

Parties: "Owner" is Richard L. Daly, a single man

Owner's address is 4704 W. Hickory Rd., Hickory Corners, MI 49060

"Consumers" is CONSUMERS ENERGY COMPANY, a Michigan corporation. Consumers' address is One Energy Plaza, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers a permanent easement for underground electric line and/or gas pipeline, on, in and across a portion of "Owner's Land," called the "Easement Area." Owner's Land is in the Township of Barry, County of Barry, and State of Michigan and is described in the attached Exhibit A. The Easement Area is within Owner's Land and is described in the attached Exhibit B.

Purpose: The purpose of the easement is to grant Consumers the right to enter Owner's Land to construct, operate, inspect, maintain, replace, improve, remove, and enlarge an underground electric line and/or gas pipeline in the Easement Area. The underground electric lines may consist of underground cables (including fiber-optic cable), conduits, wires, conductors, subsurface junction vaults, surface-mounted transformers and enclosures, and other equipment for transmitting and distributing electrical energy and communications signals. The gas pipelines may consist of valves, connections, and accessories for transmitting and distributing natural gas.

Trees and Other Vegetation: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation, whether inside or outside the Easement Area, that Consumers believes may interfere with the construction, operation, and maintenance of the underground electric line and/or gas pipeline.

Buildings/Structures: Owner shall not: 1) locate any buildings, structures, septic systems, drain fields, ponds, or swimming pools within the Easement Area, 2) plant any trees within the Easement Area, or 3) change the ground elevation within the Easement Area. If Owner violates this provision, Owner shall reimburse Consumers for any expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating the electric line and/or gas pipeline on Owner's Land, this easement shall automatically apply to such relocated line.

Exercise of Easement: Grantee's nonuse or limited use of this Easement shall not preclude Grantee's later use of this Easement to its full extent.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.



1137140

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11/15/2004 09:10A

D. Burghdoff - Register, Barry Co. MI E

Date: 09-30-04

Owner:

[Signature]
Richard L. Daly

Acknowledgment

The foregoing instrument was acknowledged before me in Calhoun County, Michigan,
on 9/30/2004 by Richard L. Daly, a single man
Date Print Owner's Name(s)

KATHLEEN M. ROSE
NOTARY PUBLIC CALHOUN CO., MI
MY COMMISSION EXPIRES Apr 30, 2006

[Signature]
Kathleen M. Rose Notary Public
Calhoun County, Michigan
Acting in Calhoun County
My Commission expires: 4/30/2006

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

Prepared By: Laura E. Stensland
Consumers Energy Company
2500 East Cork Street
Kalamazoo, MI 49001
269-337-2290

After recording, return to:
Sandra G Hensley
Consumers Energy Company
530 West Willow Street
PO Box 30162
Lansing, MI 48909-7662

EXHIBIT A

Owner's Land

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 28, TOWN 01 NORTH, RANGE 09 WEST, BARRY TOWNSHIP, BARRY COUNTY, MICHIGAN DESCRIBED AS:

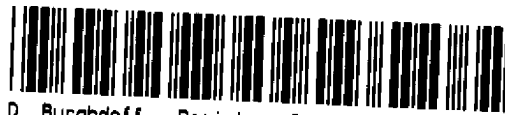
COMMENCING AT THE NORTH ¼ POST;
THENCE SOUTH 910.20 FEET;
THENCE WEST ALONG THE SOUTH LINE OF CONSUMERS ENERGY PROPERTY, 226.53 FEET
TO THE PLACE OF BEGINNING;
THENCE SOUTH 516.23 FEET;
THENCE EAST 28.53 FEET;
THENCE SOUTH 963.50 FEET;
THENCE WEST 1125.31 FEET TO THE WEST LINE OF THE EAST ½ OF THE NORTHEAST ¼;
THENCE NORTH 1068 FEET TO THE SOUTH LINE OF THE NORTH ½ OF THE NORTHWEST ¼;
THENCE WEST 387.75 FEET;
THENCE NORTH 410.06 FEET TO THE SOUTH LINE OF CONSUMERS ENERGY PROPERTY;
THENCE EAST 1482.20 FEET TO THE PLACE OF BEGINNING.

PARCEL #08-03-028-019-40

ALSO BEGINNING AT A POINT ON THE EAST-WEST ¼ LINE WHICH LIES WEST 809.50 FEET
FROM THE CENTER OF SAID SECTION;

THENCE WEST 250 FEET;
THENCE NORTH 00DEG 13MIN WEST, 251.46 FEET;
THENCE EAST 250 FEET;
THENCE SOUTH 00DEG 13MIN EAST TO THE PLACE OF BEGINNING.

PARCEL #08-03-028-084-00



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D. Burghdoff - Register, Barry Co. MI E

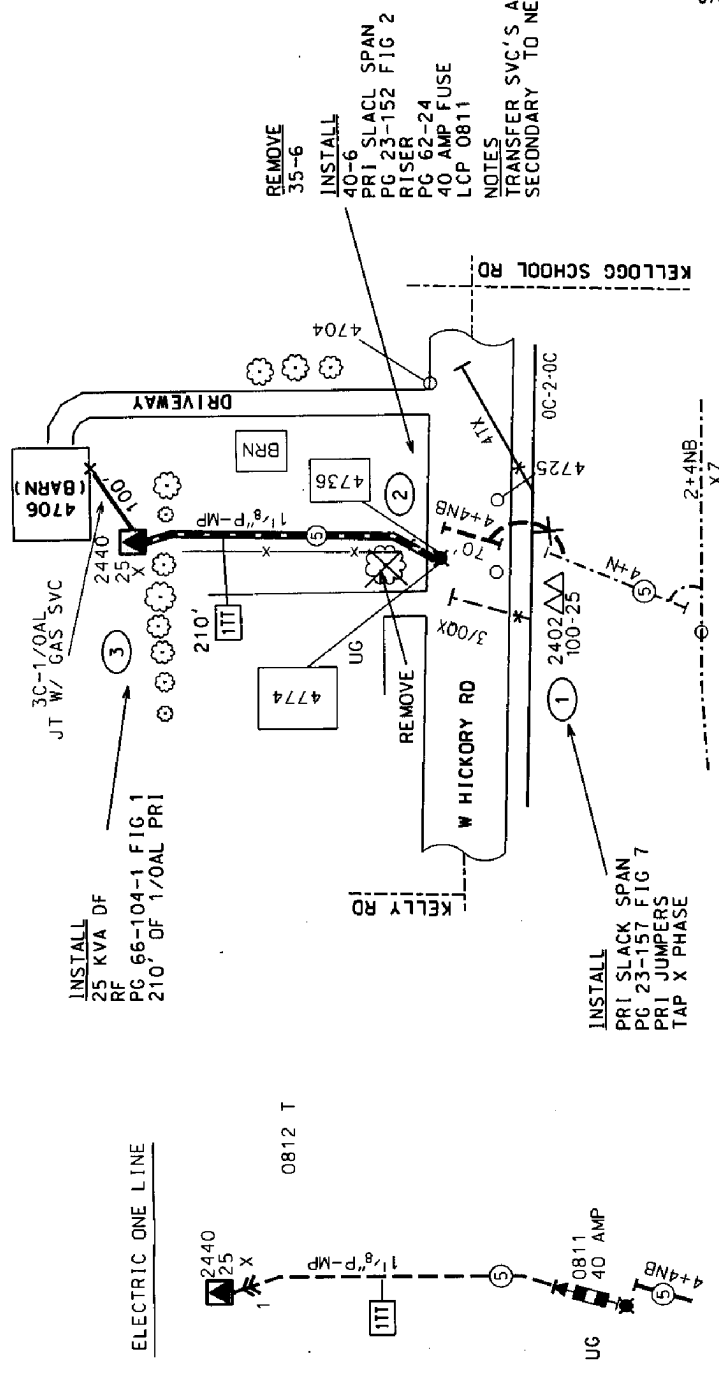
EXHIBIT B

Easement Area

A 12 foot-wide strip of land, the approximate location shown on the attached drawing, being 6 feet on each side of each underground electric line and/or gas main, as constructed on Owners Land.

D. Burghdoff - Register, Barry Co. MI E

BARRY CO
 BARRY TWP
 T01 R09 SEC.28



SEC VOLTAGE DROP: 1.50
 SEC VOLTAGE FLICKER: 4.52

BACKUP DEVICE
 FUSE 0020 S
 LOCATED ON HICKORY RD
 WEST OF KELLY RD

TAX CODE	080820	REQUEST NO.	02346001
UTIL. TYPE	CATEGORY	TYPE	WORK ORDER
EO	NBUS	OHLN	05807987
EU	NBUS	JTLN	05807988
CAD FILE:			05807987.001

4706 HICKORY

For: RICHARD DALY
 4706 W HICKORY RD
 BARRY

DESIGNED BY: CKHANNA 11/04/03
 APPROVED BY: WARNER

WD NO.: 1395
 CKT NO.: 01
 LCP NO.: 0811

STAKED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
TREES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
TLM NUMBER	# OF RODS OHMS	
0109282402		
SHEET 1 OF 1		SCALE 1"=100'

- CONSTRUCTION CERTIFICATION -
 Work was constructed as Engineered or Changed as Indicated.
 All Salvageable Material Was Returned to Stores.

Signed _____ in Direct Charge of Work
 Dates Started _____ Completed _____ DATE: _____

MISS DIG NUMBER: _____

TR S 010928