

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that the Village of Bear Lake, a Michigan general law village, Grantor, whose address is 12376 Virginia Street, P.O. Box 175, Bear Lake, Michigan 49614, for the consideration of One and 00/100 (\$1.00) Dollar, grants and conveys to Bear Lake School, a Michigan general powers school district operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, Grantee, whose address is 7748 Cody Street, Bear Lake, Michigan 49614, and the successors and assigns of Grantee an easement for ingress and egress to and from the benefitted property.

That easement is described as follows:

A 20 foot wide easement for ingress and egress being 10 feet on each side of the following described centerline being part of the Southeast 1/4 of Section 5, T23N, R15W, Village of Bear Lake, Manistee County, Michigan, more particularly described as: commencing at the Southeast corner of said Section; thence North 33.00 feet; thence North 87°46'00" West 33.02 feet to the East line of the above described parcel; thence North 69.30 feet along said East line to the Point of Beginning; thence North 79°24'31" West 171.78 feet; thence North 02°33'58" East 55.74 feet more or less to the North line of the above described parcel and the Point of Ending.

Grantor warrants that Grantor has the legal right to convey this easement over the land of Grantor which is described as follows:

Premises situated in the Village of Bear Lake, County of Manistee and State of Michigan, to-wit: Part of the Southeast 1/4 of the Southeast 1/4 of Section 5, T23N, R15W, described as commencing at the Southeast corner of said Section 5; thence North 00°16'07" East along the East Section line 33.02 feet; thence North 87°46'00" West 33.02 feet to the Point of Beginning; thence North 87°46'00" West along the North right-of-way of Potter Road, 250.14 feet; thence North 00°16'07" East 150.09 feet; thence South 87°46'00" East 250.14 feet to the West right-of-way of Russell Street; thence South 00°16'07" West along the West right-of-way of Russell Street 150.09 feet to the Point of Beginning.

This easement is for the benefit of, is appurtenant to and runs with the land described as follows:

Premises situated in the Village of Bear Lake, County of Manistee and State of Michigan, to-wit: Part of the Southeast 1/4 of Section 5, T23N, R15W, more particularly described as: commencing at the Southeast corner of said Section; thence North 01°06'45" East 33.00 feet along the East line of said Section; thence North 87°46'00" West 33.02 feet to the intersection of the West line of Russell Street and the North line of Potter Road; thence North 01°06'45" East 150.09 feet to the Northeast corner of the exception described in Liber 0822, Page 0459, and the Point of Beginning; thence North 87°46'00" West 182.76 feet along the North line of said exception; thence North 02°14'00" East 114.86 feet; thence South 88°53'34" East 180.48 feet to the West line of Russell Street; thence South 01°06'45" West 118.43 feet along said West line to the Point of Beginning.

This easement is granted in perpetuity.

Dated this _____ day of March, 2018

SIGNED:

VILLAGE OF BEAR LAKE, a Michigan
general law village, Grantor

By: _____
Jeff Bair

Its: President

By: _____
Cindi McPherson

Its: Clerk

STATE OF MICHIGAN
COUNTY OF MANISTEE

Acknowledged before me in Manistee County, Michigan, on the _____ day of March, 2018 by Jeff Bair and Cindi McPherson, President and Clerk respectively of the Village of Bear Lake, a Michigan general law village, for the village, Grantor.

Notary Public:
Manistee County, Michigan
My Commission Expires:

Drafted by: Bryan E. Graham, Attorney at Law, P.O. Box 398, Bellaire, Michigan 49615; (231) 533-8635

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN:				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER: 16-1023-OUT			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*
1.0 3/98 (16-1023-OUT;PFD/16-1023-OUT/9)

D. NAME AND ADDRESS OF BUYER: VILLAGE OF BEAR LAKE , a Michigan municipal corporation 12376 Virginia Street, PO Box 175 Bear Lake, MI 49616	E. NAME AND ADDRESS OF SELLER: BEAR LAKE SCHOOL 7748 Cody Street Bear Lake, MI 49614	F. NAME AND ADDRESS OF LENDER:
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G. PROPERTY LOCATION: 12040 Russell Street Bear Lake, MI 49614 MANISTEE County, Michigan 51-32-005-475-02	H. SETTLEMENT AGENT: 38-3196980 Lakeside Title, LLC PLACE OF SETTLEMENT 102 S. Mitchell St., Ste. B Cadillac, MI 49601	I. SETTLEMENT DATE: March 12, 2018
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J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract Sales Price	35,000.00
102. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	35.00
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	35,035.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross Amount Due From Buyer (Line 120)	35,035.00
302. Less Amount Paid By/For Buyer (Line 220)	()
303. CASH (X FROM) (TO) BUYER	35,035.00

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	35,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	35,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	458.50
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage	
505. Payoff Second Mortgage	
506.	
507.	
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	458.50
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	35,000.00
602. Less Reductions Due Seller (Line 520)	(458.50)
603. CASH (X TO) (FROM) SELLER	34,541.50

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				\$	@	%	PAID FROM BUYERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
<i>Division of Commission (line 700) as Follows:</i>								
701.	\$	to						
702.	\$	to						
703. Commission Paid at Settlement								
704.		to						
800. ITEMS PAYABLE IN CONNECTION WITH LOAN								
801.	Loan Origination Fee	%	to					
802.	Loan Discount	%	to					
803.	Appraisal Fee		to					
804.	Credit Report		to					
805.	Lender's Inspection Fee		to					
806.	Mortgage Ins. App. Fee		to					
807.	Assumption Fee		to					
808.	Underwriting Fee							
809.	Tax Service Fee							
810.	Flood Certification Fee							
811.								
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE								
901.	Interest From	to	@ \$	/day	(days)	%
902.	MIP Totlns. for LifeOfLoan	for	months	to				
903.	Hazard Insurance Premium for	1.0	years	to				
904.								
905.								
1000. RESERVES DEPOSITED WITH LENDER								
1001.	Hazard Insurance	months	@ \$					per month
1002.	Mortgage Insurance	months	@ \$					per month
1003.	City/Town Taxes	months	@ \$					per month
1004.	County Taxes	months	@ \$					per month
1005.	Assessments	months	@ \$					per month
1006.		months	@ \$					per month
1007.		months	@ \$					per month
1008.		months	@ \$					per month
1100. TITLE CHARGES								
1101.	Settlement or Closing Fee		to					
1102.	Abstract or Title Search		to					
1103.	Title Examination		to					
1104.	Title Insurance Binder		to					
1105.	Document Preparation		to					
1106.	Notary Fees		to					
1107.	Attorney's Fees		to					
	<i>(includes above item numbers:)</i>							
1108.	Title Insurance		to Lakeside Title LLC					428.50
	<i>(includes above item numbers: Agent for First American Title Insurance Company)</i>							
1109.	Lender's Coverage		\$					
1110.	Owner's Coverage		\$	35,000.00				428.50
1111.								
1112.								
1113.								
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES								
1201.	Recording Fees: Deed	\$	35.00	; Mortgage	\$			Releases \$ 35.00
1202.	City/County Tax/Stamps: Deed							; Mortgage
1203.	State Tax/Stamps: Deed							; Mortgage
1204.								
1205.	Record Easement		to Wexford County Register of Deeds					30.00
1300. ADDITIONAL SETTLEMENT CHARGES								
1301.	Survey		to					
1302.	Pest Inspection		to					
1303.	Lender Courier Fee							
1304.	Courier Fee							
1305.								
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)							35.00	458.50

Listing Broker

Selling Broker

HUD-1, Page 3

Buyer (s): VILLAGE OF BEAR LAKE , a Michigan
municipal corporation
12376 Virginia Street, PO Box 175
Bear Lake, MI 49616

Seller(s): BEAR LAKE SCHOOL
7748 Cody Street
Bear Laske, MI 49614

Settlement Agent: Lakeside Title, LLC
(231)775-1148

Place of Settlement: 102 S. Mitchell St., Ste. B
Cadillac, MI 49601

Settlement Date: March 12, 2018

Property Location: 12040 Russell Street
Bear Lake, MI 49614
MANISTEE County, Michigan
51-32-005-475-02

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

VILLAGE OF BEAR LAKE, a Michigan municipal corporation

BEAR LAKE SCHOOL

BY: _____

BY: _____

ITS: _____

ITS: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

STATE OF MICHIGAN

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AFFIDAVIT BY OWNER

COUNTY OF MANISTEE

The undersigned(s) is/are the owner or is an authorized representative of the owner who personally knows the facts that relate to the matters attested to herein. The undersigned(s) if an authorized representative(s) of the owner(s) attests that he/she is empowered by the owner(s) to bind the owner to the representations and undertakings made herein. The undersigned(s), in consideration of FirstAmerican Title Insurance Company issuing its Policy(ies) of title insurance insuring an interest in or title to the real estate described herein, and being first duly sworn an oath, deposes, states and warrants as follows:

1. That Owner(s) is/are the fee simple owner of, or has/have an ownership interest that entitles owner to possession and occupancy of the real estate referred to herein and referred to in FirstAmerican Title Insurance Company Commitment Number 16-1023-OUT or which is described in ExhibitA attached hereto. (the land)
2. That Owner(s) is/are a citizen(s) of the United States, of legal age, has/have not been married or divorced since purchasing the real estate and has/have never been known by any other name other than that used herein except
3. That Owner(s) has/have owned the real estate described herein, continuously for the last .
4. That Owners' possession of the real estate has been peaceable and undisturbed and the title to the real estate has never been disputed or questioned except:
5. That no proceedings in bankruptcy or receivership are pending which were instituted by or against any Owner, and the Owner(s) have never made an assignment for the benefit of creditors except:
6. That there is not any action or proceeding now pending in any State or Federal Court in the United States, to which the Owner(s) are a party; nor is there any State or Federal Court Judgment, State or Federal Tax Lien, or any other State or Federal lien of any kind or nature against an Owner, which could constitute a lien or charge upon the real estate except
7. That there are not any special assessments on the real estate which are not fully paid, including but not limited to assessments for sidewalks, streets, sewers and water lines except:
8. That there are not any unrecorded easements, party walls, agreements, or rights-of-way, which encumber the real estate; except;
9. That there has not been any new construction or repair work performed on the real estate for at least 120 days; except:
10. That there are not any unpaid bills or claims for labor, services, or material; nor any recorded or unrecorded mortgage, construction or improvement loans, chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, agreements not to sell or encumber, financing statements, or personal property leases; which affect the real estate or which affect any fixtures, appliances, or equipment now installed in or on the real estate; except:
11. That Owner(s) is/are in sole possession of the real estate, and that no other party has or claims a right of possession; except:

The Owner agrees to hold First American Title Insurance Company and its policy-issuing agent harmless from any loss or claim arising because of title insurance protection provided a purchaser or lender in reliance in whole or in part on the completeness and correctness of the representations or attestations made herein.

AFFIDAVIT BY OWNER
(Continued)

BEAR LAKE SCHOOL

BY: _____

ITS: _____

EXHIBITA

Commencing at the Southwest corner of Hopkins Homestead Addition to the Village of Bear Lake, Section 5, T23N, R15W, Village of Bear Lake, Manistee County, Michigan; thence South 89°42' East 940.5 feet to the centerline of Russell Street, South on the extended centerline of Russell Street to the Southeast corner of Section 5, T23N, R15W; thence North 87°46' West 973.8 feet to the East line of Smith Street; thence North on the East line of Smith Street 674.1 feet to the place of beginning. EXCEPT Part of the Southeast 1/4 of the Southeast 1/4 of Section 5, T23N, R15W, described as commencing at the Southeast corner of said Section 5; thence North 00°16'07" East along the East Section line 33.02 feet; thence North 87°46'00" West 33.02 feet to the point of beginning; thence North 87°46'00" West along the North Right-of-Way of Potter Road, 250.14 feet; thence North 00°16'07" East 150.09 feet; thence South 87°46'00" East 250.14 feet to the West Right-of-Way of Russell Street thence South 00°16'07" West along the West Right-of-Way of Russell Road 150.09 feet to the point of beginning. AND EXCEPT Part of the Southeast 1/4 of Section 5, T23N, R15W, more particularly described as: Commencing at the Southeast corner of said Section; thence North 01°06'45" East 33.00 feet along the East line of said Section; thence North 87°46'00" West 33.02 feet to the intersection of the West line of Russell Street and the North line of Potter Road; thence North 01°06'45" East 150.09 feet to the Northeast corner of the exception described in Liber 0822, Page 0459, and the point of beginning; thence North 87°46'00" West 182.76 feet along the North line of said exception; thence North 02°14'00" East 114.86 feet; thence South 88°53'34" East 180.48 feet to the West line of Russell Street; thence South 01°06'45" West 118.43 feet along said West line to the point of beginning.

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 12040 Russell Street, Bear Lake MI		2. County Manistee	3. Date of Transfer (or land contract signed) March 1, 2018
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input type="checkbox"/> Township <input checked="" type="checkbox"/> Village Bear Lake		5. Purchase Price of Real Estate 35000.00	6. Seller's (Transferor) Name Bear Lake School
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 51-32-005-475-02		8. Buyer's (Transferee) Name and Mailing Address Village of Bear Lake	
		9. Buyer's (Transferee) Telephone Number	
Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.			
10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____			
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment	
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	15. Amount Financed (Borrowed)		

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name
Village of Bear Lake

Signature

Date

Name and title, if signer is other than the owner

Daytime Phone Number

E-mail Address

Lakeside Title, LLC
102 S. Mitchell St., Ste. B
Cadillac, MI 49601
(231)775-1148 □ (231)775-0838

File Number: 16-1023-OUT

ORDER TO ISSUE POLICY & RECORDINGS

(To be forwarded by Applicant to whom the order is charged)

Please issue your policy pursuant to the commitment issued under
Case No. **16-1023-OUT**.

**Deliver Policy and Recordings to:
VILLAGE OF BEAR LAKE**

ADDRESS: _____

Signed _____

Lakeside Title, LLC will NOT be returning original recorded documents unless specifically requested. If you want to have the original recorded documents returned to you, please fill out your address above. If you want a **COPY** of your recorded document, please fill out your e-mail address below.

E-mail Address: _____

Signed _____