

Lenawee County Planning Commission

Staffed by the Region 2 Planning Commission (R2PC) 120 W. Michigan Avenue • Jackson, MI 49201 Phone (517) 788-4426 • Fax (517) 788-4635

PA 116 FARMLAND AGREEMENT | FA #23-19

Applicant(s):	Sunryz Dairy, LLC 8460 West Mulberry Road Morenci, MI 49256
Date:	October 16, 2023
Local Government:	Seneca Township
Purpose:	Enrollment application
Location:	The subject property (ID #SE0-129-2285-00) is located on the south side of Ridge- ville Road and the east side of Spencer Highway, in Section 28 of the Township (T8S, R2E).
Description:	The subject property has an area of approximately 177.88 acres, of which 89.08 acres are cultivated for cash crops. The remaining 28.8 acres are swamp, woods, etc. The 3 buildings located on the property are a residence and 2 barns.
Term:	10 years.
Future Land Use:	The <i>Lenawee County Comprehensive Land Use Plan</i> places the subject property in an area recommended for 'agricultural' uses.
Staff Comments:	None.
Staff Advisement:	Based upon this analysis, staff advises the Lenawee County Planning Commis- sion to recommend <i>APPROVAL</i> of the PA 116 application to the Seneca Town- ship Board.
Attachment(s):	

• Background information provided by the applicant/township.

This page is intentionally blank.

Michigan FARMLAND AND OPEN SPACE		CIAL USE ON	LY
PRESERVATION PROGRAM	Local Governing Body:		
()	Date Received		
Application for Farmland Agreement	Application No:		
6. Rurel Gevelopment	State:		
art 361 of the Natural Resources and Environmental	Date Received		
rotection Act, 1994 Act 451 as amended, more ommonly known as PA 116.	Application No:		
	Approved:		
Please print or type. Attach additional sheets as eeded. Please read the Eligibility and Instructions	Approved:		
locument before filling out this form.			NV
ALL APPLICATIONS MUST BE AP ON OR BEFORE NOVEMBER 1 IN ORDER	TO BE EFFECTIVE FOR TH	HE CURRENT	TAX YEAR
Personal Information: 1. Name(s) of Applicant:	y LLC		
Last	First		Initial
(If more than two see #15)			
Last	First	etatus after es	Initial ach name:
Marital status of all individual men listed on applicatio	in, il more than one, indicate	, status anor ot	don name.
	rm Rd. Moren	UM	49254
2. Mailing Address: 8440 West Mulbe	City	State	Zip Code
3. Telephone Number: (Area Code) (231) 215-11			
4. Alternative Telephone Number (cell, work, etc.): (A	rea Code) (231) 225 - 5	5251	
4. Alternative Telephone Number (cell, work, etc.): (A	rea Code) (231) 225 - 5		
4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclob) farm@gmail</u>	rea Code) (231) <u>225 - 5</u> • @M		
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobl farm@gmail</u> I. Property Location (Can be taken from the Deed/Lance County: <u>hepawlef</u> 	rea Code) (23)) 225 - 5 • COM I Contract) 7. Township, City or Village:	Scheca	
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobl farm@gmail</u> I. Property Location (Can be taken from the Deed/Lance County: <u>hepawlef</u> 	rea Code) (23)) 225 - 5 • COM I Contract) 7. Township, City or Village:	Scheca	
4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobifarm@gmail</u> I. Property Location (Can be taken from the Deed/Lance 6. County: <u>Lehawic</u> 8. Section No. <u>28</u> Town No. <u>6</u>	rea Code) (23)) 225 - 5 • COM I Contract) 7. Township, City or Village:	Scheca	
4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzcbol far m@gmail</u> I. Property Location (Can be taken from the Deed/Lance 6. County: <u>Lenawec</u> 8. Section No. <u>38</u> Town No. <u>6</u>	rea Code) (23)) 225 - 5 · COM I Contract) 7. Township, City or Village: 35 Range No	Scheca	
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobl far m@gmail</u> I. Property Location (Can be taken from the Deed/Lance 6. County: <u>Lehawec</u> 8. Section No. <u>28</u> Town No. <u>9</u> II. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 	rea Code) (23)) 225 - 5 Contract) 7. Township, City or Village: 3. Range No nemorandum of land contracts sment or tax bill with completed	<u>Scheca</u> 2 E ct. (See #14)	
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobl farm@gmail</u> Property Location (Can be taken from the Deed/Lance 6. County: <u>Lehawec</u> 8. Section No. <u>38</u> Town No. <u>9</u> II. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described above 	rea Code) (23)) 225 - 5 Contract) 7. Township, City or Village: 3. Range No nemorandum of land contracts sment or tax bill with completing	<u>Scheca</u> 2 E ct. (See #14)	
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobl far m@gmail</u> b. Property Location (Can be taken from the Deed/Lance 6. County: <u>Lehawec</u> 8. Section No. <u>28</u> Town No. <u>9</u> II. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 	rea Code) (23)) 225 - 5 Contract) 7. Township, City or Village: 3. Range No nemorandum of land contracts sment or tax bill with completing	<u>Scheca</u> 2 E ct. (See #14)	
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobl farm@gmail</u> Property Location (Can be taken from the Deed/Lance 6. County: <u>Lehawec</u> 8. Section No. <u>38</u> Town No. <u>9</u> II. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: <u>12</u> 	rea Code) (23)) 225 - 5 · COM I Contract) 7. Township, City or Village: 35 Range No nemorandum of land contra- sment or tax bill with comple ove? Yes No	<u>Scheca</u> 2 E ct. (See #14)	
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzchol farm@gmail</u> Property Location (Can be taken from the Deed/Land 6. County: <u>Lenawec</u> 8. Section No. <u>38</u> Town No. <u>9</u> II. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about If "Yes", please explain circumstances: <u>11</u> 12. Does the applicant own the mineral rights? <u>16</u> 	rea Code) (23)) 225 - 5 · (0) Contract) 7. Township, City or Village: 3. Contract) 7. Township, City or Village: 8. Contract Range No. 9. Contract 9. C	<u>Scheca</u> 2 E ct. (See #14)	
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobl farm@gmail</u> Property Location (Can be taken from the Deed/Lance 6. County: <u>Lehawec</u> 8. Section No. <u>38</u> Town No. II. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about If "Yes", please explain circumstances: 12. Does the applicant own the mineral rights? If owned by the applicant, are the mineral rights Indicate who owns or is leasing rights if other the base of inverse of inversed. 	rea Code) (23)) 225 - 5 · (0M) I Contract) 7. Township, City or Village: 3.5 Range No memorandum of land contra- sment or tax bill with comple- ove? Yes No eased? Yes No an the applicant:	Scheca 2 E ct. (See #14) ete tax descrip	tion of property.
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobl farm@gmail</u> Property Location (Can be taken from the Deed/Lance 6. County: <u>Lehawec</u> 8. Section No. <u>38</u> Town No. II. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: 12. Does the applicant own the mineral rights? If owned by the applicant, are the mineral rights Indicate who owns or is leasing rights if other that Name the types of mineral(s) involved: 	rea Code) (23)) 225 - 5	ct. (See #14) ete tax descrip	tion of property.
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzcbol farm@gmail</u> Property Location (Can be taken from the Deed/Land 6. County: <u>Lenawec</u> 8. Section No. <u>38</u> Town No. I. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about If "Yes", please explain circumstances: 12. Does the applicant own the mineral rights? Indicate who owns or is leasing rights if other the Name the types of mineral(s) involved: 13. Is land cited in the application subject to a lease something other than agricultural purposes: <u>10</u> 	rea Code) (23)) 225 - 5	ct. (See #14) ete tax descrip	tion of property.
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobl farm@gmail</u> Property Location (Can be taken from the Deed/Land 6. County: <u>Lehawec</u> 8. Section No. <u>38</u> Town No. II. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: 12. Does the applicant own the mineral rights? Indicate who owns or is leasing rights if other that Name the types of mineral(s) involved: 13. Is land cited in the application subject to a lease something other than agricultural purposes: <u>10</u> 	rea Code) (23)) 225 - 5 COM Contract) 7. Township, City or Village: 3. Range No memorandum of land contra- sment or tax bill with comple ove? Yes No Pres No leased? Yes No an the applicant: agreement (other than for m Yes No If "Yes", indicate	Ct. (See #14) ete tax descrip	tion of property.
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzcbol farm@gmail</u> Property Location (Can be taken from the Deed/Land 6. County: <u>Lehawec</u> 8. Section No. <u>38</u> Town No. I. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: 12. Does the applicant own the mineral rights I Indicate who owns or is leasing rights if other that Name the types of mineral(s) involved: 13. Is land cited in the application subject to a lease something other than agricultural purposes: []You number of acres involved: 14. Is land being purchased under land contract [] 	rea Code) (23)) 225 - 4 Contract) Contract) Contract) Contract) Range No memorandum of land contracts sment or tax bill with complete ove? Yes No eased? Yes No an the applicant: agreement (other than for more res No. If "Yes", indicate Yes No: If "Yes", indicate	Ct. (See #14) ete tax descrip	tion of property.
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzclobl farm@gmail</u> Property Location (Can be taken from the Deed/Land 6. County: <u>Lehawec</u> 8. Section No. <u>38</u> Town No. I. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: 12. Does the applicant own the mineral rights? If owned by the applicant, are the mineral rights Indicate who owns or is leasing rights if other that Name the types of mineral(s) involved: 13. Is land cited in the application subject to a lease something other than agricultural purposes: <u>10</u> number of acres involved: 14. Is land being purchased under land contract of the Name: <u>James Spencer</u> high with the spencer of the spencer	rea Code) (231) 225 - 4 Contract) 7. Township, City or Village: 8 Range No nemorandum of land contra- sment or tax bill with comple- ove? Yes No leased? Yes No an the applicant: agreement (other than for m Yes No: If "Yes", indicate Yes No: If "Yes", indicate	ct. (See #14) ete tax descrip nineral rights) p to whom, for w e vendor (seller	tion of property. Dermitting a use for what purpose and the rs):
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzcbol farm@gmail</u> Property Location (Can be taken from the Deed/Land 6. County: <u>Lenawec</u> 8. Section No. <u>38</u> Town No. I. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: 12. Does the applicant own the mineral rights? Indicate who owns or is leasing rights if other that Name the types of mineral(s) involved: 13. Is land cited in the application subject to a lease something other than agricultural purposes: <u>10</u> number of acres involved: 14. Is land being purchased under land contract or row Name: <u>James Address</u> 15. Street 	rea Code) (23)) 225 - 5 COM Contract) 7. Township, City or Village: 3. Range No nemorandum of land contract sment or tax bill with complete ove? Yes No Yes No Yes No reased? Yes No agreement (other than for montants agreement (other than for montants Solution of "Yes", indicate Yes No: If "Yes", indicate Yes No: If "Yes", indicate Yes No: If "Yes", indicate Yes No: If "Yes", indicate	ct. (See #14) ete tax descrip nineral rights) p to whom, for v e vendor (seller <u>MI</u> Stat	tion of property.
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>yzcbol farm@gmail</u> 1. Property Location (Can be taken from the Deed/Land 6. County: <u>Lehawic</u> 8. Section No. <u>38</u> Town No. I. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: 12. Does the applicant own the mineral rights? If owned by the applicant, are the mineral rights Indicate who owns or is leasing rights if other that Name the types of mineral(s) involved: 13. Is land cited in the application subject to a lease something other than agricultural purposes: <u>10</u> number of acres involved: 14. Is land being purchased under land contract of X Address: <u>1155</u> Spencer MgM Street 14a. Part 361 of the Natural Resources and Environ yendor (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (sellers) must agree to allow the land of the spencer (se	rea Code) (231) 225 - 4 Contract) 7. Township, City or Village: 8Range No nemorandum of land contra- sment or tax bill with comple- ove? Yes No leased? Yes No leased? Yes No an the applicant: agreement (other than for m Yes No: If "Yes", indicate Yes No: If "Yes", indicate	ct. (See #14) ete tax descrip nineral rights) p to whom, for v e vendor (seller <u>MI</u> Stat	tion of property.
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>yzcbol farm@gmail</u> 1. Property Location (Can be taken from the Deed/Land 6. County: <u>Lehawec</u> 8. Section No. <u>38</u> Town No. <u>6</u> 11. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: <u>11.</u> 12. Does the applicant own the mineral rights? If owned by the applicant, are the mineral rights Indicate who owns or is leasing rights if other that Name the types of mineral(s) involved: <u>13.</u> 13. Is land cited in the application subject to a lease something other than agricultural purposes: <u>11.</u> 14. Is land being purchased under land contract <u>6.</u> 14a. Part 361 of the Natural Resources and Environ vendor (sellers) must agree to allow the land contract sellers sign below. (All sellers) 	rea Code) (231) 225 - 4 Contract) Contract) Contract) Contract) Contract, Range No. S Range No. Range No. S Range No. Range No. S No Pes Yes Yes Yes Yes Yes Yes Yes Yes No an the applicant: agreement (other than for m Yes No. If "Yes", indicate Yes No: If "Yes", indicate Yes No: If "Yes", indicate Yes You City nmental Protection Act, 199 Sited in the application to be must sign).	ct. (See #14) ete tax descrip nineral rights) p to whom, for v e vendor (seller <u>MI</u> Stat 4 Act 451 as a e enrolled in the	tion of property.
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzcbol farm@gmail</u> 1. Property Location (Can be taken from the Deed/Land 6. County: <u>Lenawec</u> 8. Section No. <u>38</u> Town No. <u>6</u> 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: <u>12. Does the applicant own the mineral rights?</u> 12. Does the applicant own the mineral rights? Indicate who owns or is leasing rights if other that Name the types of mineral(s) involved: <u>13. Is land cited in the application subject to a lease something other than agricultural purposes: <u>11. Summer of acres involved</u>: <u>14. Is land being purchased under land contract for Mame</u>: <u>James Summer of acres involved</u>: <u>14a. Part 361 of the Natural Resources and Environ vendor (sellers) must agree to allow the land contract sellers sign below. (All sellers Land Contract Vendor(s): I, the undersigned, u</u></u> 	rea Code) (231) 225 - 4 Contract) 7. Township, City or Village: 7. Township, City or Village: 8. Range No memorandum of land contra- sment or tax bill with comple- ove? Yes No leased? Yes No leased? Yes No leased? Yes No agreement (other than for model Yes No: If "Yes", indicate Yes No: If "Yes", indicate	ct. (See #14) ete tax descrip nineral rights) p to whom, for v e vendor (seller <u>MI</u> Stat 4 Act 451 as a e enrolled in the	tion of property.
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzcbol farm@gmail</u> 1. Property Location (Can be taken from the Deed/Land 6. County: <u>Lenawec</u> 8. Section No. <u>38</u> Town No. <u>6</u> 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: <u>11</u> 12. Does the applicant own the mineral rights? <u>11</u> 13. Is land cited in the application subject to a lease something other than agricultural purposes: <u>11</u> 14. Is land being purchased under land contract <u>12</u> 14a. Part 361 of the Natural Resources and Environ vendor (sellers) must agree to allow the land contract sellers sign below. (All sellers Land Contract Vendor(s): I, the undersigned, u into the Farmland and Open Space Preservation and the space and the space preservation and the space preservation and the space preservation and the space preservation and the preservation and open Space Preservation and the space preservation and the preservation and	rea Code) (231) 225 - 4 Contract) 7. Township, City or Village: 7. Township, City or Village: 8. Range No memorandum of land contra- sment or tax bill with comple- ove? Yes No leased? Yes No leased? Yes No leased? Yes No agreement (other than for model Yes No: If "Yes", indicate Yes No: If "Yes", indicate	ct. (See #14) ete tax descrip nineral rights) p to whom, for v e vendor (seller <u>MI</u> Stat 4 Act 451 as a e enrolled in the	tion of property.
 4. Alternative Telephone Number (cell, work, etc.): (A 5. E-mail address: <u>hyzcbol farm@gmail</u> 1. Property Location (Can be taken from the Deed/Land 6. County: <u>Lehawec</u> 8. Section No. <u>38</u> Town No. <u>6</u> 11. Legal Information: 9. Attach a clear copy of the deed, land contract or r 10. Attach a clear copy of the most recent tax asses 11. Is there a tax lien against the land described about if "Yes", please explain circumstances: <u>11.</u> 12. Does the applicant own the mineral rights? <u>11.</u> If owned by the applicant, are the mineral rights Indicate who owns or is leasing rights if other that Name the types of mineral(s) involved: <u>13.</u> Is land cited in the application subject to a lease something other than agricultural purposes: <u>11.</u> Name: <u>James Address</u> involved: <u>14.</u> Is land being purchased under land contract <u>14.</u> Is land being purchased under land contract <u>14.</u> Address: <u>11.51</u> Sponcer <u>Manuel</u> 14. Part 361 of the Natural Resources and Environ vendor (sellers) must agree to allow the land contract sellers sign below. (All sellers Land Contract Vendor(s): I, the undersigned, u 	rea Code) (231) 225 - 4 Contract) 7. Township, City or Village: 7. Township, City or Village: 8. Range No memorandum of land contra- sment or tax bill with comple- ove? Yes No leased? Yes No leased? Yes No leased? Yes No agreement (other than for model Yes No: If "Yes", indicate Yes No: If "Yes", indicate	ct. (See #14) ete tax descrip nineral rights) p to whom, for w e vendor (seller Stat 4 Act 451 as a e enrolled in the mit the land cit	tion of property.

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

	2 or more persons having a Corporation Estate	a joint or common interest Limited Liability Trust	in the land y Company	_ Partnership Association
	licable, list the following: Individ surer; or Trustee(s); or Members			, Vice President, Secretary,
Name	Cornelis Ryzebol		Ti	tle: OWNUT
Name	<u>Ecornelis Ryzebol</u> Bnittany Ryzebo	r	T	tle: OWNER
Name	:		т	itle:
Name	e:		т	itle:
	(Add	litional names may be attac	ched on a separate sh	neet.)
	Land Eligibility Qualifications: C This application is for:	heck one and fill out corre	ct section(s)	
	a. 40 acres or more —	► complete only	Section 16 (a thru a)	
		ss than 40 acres		
	c. a specialty farm	complete onl	y Sections 16 and 18.	
16.	a. Type of agricultural enterpri			
	b. Total number of acres on the	his farm 177.88		
	c.Total number of acres being	applied for (if different that	an above):	
	d. Acreage in cultivation:	39.00		
	e. Acreage in cleared, fenced,	improved pasture, or harv		
	f. All other acres (swamp, woo	ds, etc.) 00.00		
	g. Indicate any structures on the	he property: (If more than o	one building, indicate	the number of buildings):
	No of Buildings 3 Residence	. 1	Barn: 2	Tool Shed:
	Silo: Grain Stora	de Facility:	Grain Drying Fac	cility:
	Poultry House:	Milking Parlor:		k House:
	Other: (Indicate)			
1	 To qualify as agricultural land average gross annual incom Please provide the average g immediately preceding this a 	e of \$200.00 per acre from gross annual income per a	the sale of agricultur	al products. able land during 2 of the last 3 years
\$	total income	total acres of tillab	= \$ le land	(per acre
1	 To qualify as a specialty farm produce a gross annual inco average gross annual incom agricultural products: \$ 	n, the land must be design me from an agricultural us e during 2 of the last 3 yea	ated by MDARD, be 1 e of \$2,000.00 or mor irs immediately prece	

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

V. Signature(s):

L

L

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

b I m	
(Signature of Applicant)	(Corporate Name, If Applicable)
Market	
(Co-owner, If Applicable)	(Signature of Corporate Officer)
10/0/2023	monnten
(Date)	(Title)
ALL APPLICATIONS MUST BE APPRO ON OR BEFORE NOVEMBER 1 IN ORDER TO B	
RESERVED FOR LOCAL GOVERNMENT USE:	CLERK PLEASE COMPLETE SECTIONS I & II
I. Date Application Received:(Note	e: Local Governing Body has 45 days to take action)
Action by Local Governing Body: Jurisdiction:	
	County Township City Village
This application is approved, rejected	Date of approval or rejection:
(If rejected, please attach statement from Local Governi	ng Body indicating reason(s) for rejection.)
Clerk's Signature:	
	rent fair market value of the real property in this application
	(if provided) are sent to:
	ions and/or send additional attachments in separate
Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):	Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:
COPY SENT TO:	Copy of Deed or Land Contract (most recent showing <u>current ownership</u>)
County or Regional Planning Commission	Copy of most recent Tax Bill (must include tax description of property)
Conservation District	Map of Farm
Township (if county has zoning authority)	
	Convert most recent enpreised record
City (if land is within 3 miles of city boundary)	Copy of most recent appraisal record
City (if land is within 3 miles of city boundary) Village (if land is within 1 mile of village boundary)	 Copy of most recent appraisal record Copy of letters from review agencies (if available) Any other applicable documents

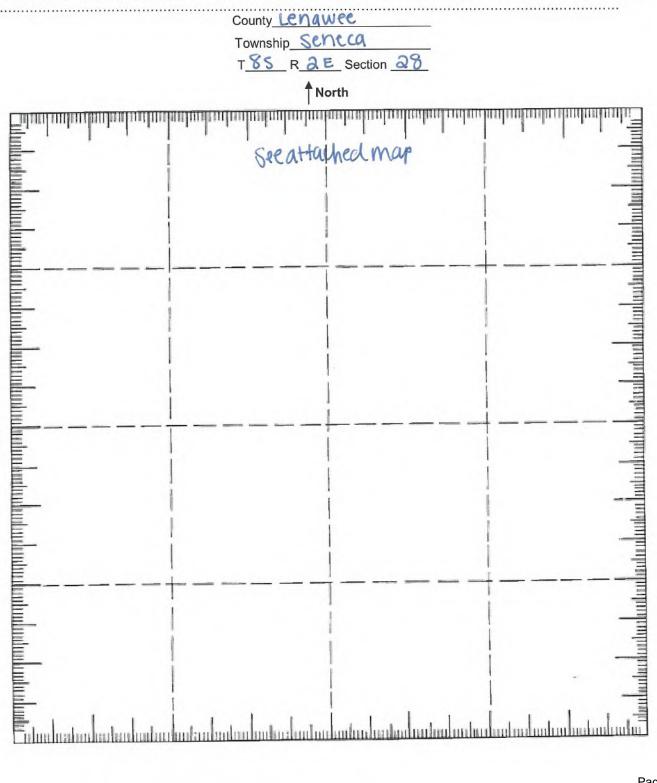
Questions?	Please call	Farmland	Preservation	at (517) 284-5663
------------	-------------	----------	--------------	---------	------------

Page 3

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.



3 buildings - 2 barns, I house 95% of Land-cuitivation

117.88 +40.00 +40.00 (25.007 (25.007 (25.007 (25.007)

Page 101

Info

Townships: Seneca	Tex Unit	Gov Un t	Acre Rec	Acre Calc	BSA Link	Prop Acidness City	Prop Acidness Note	Prop Ac dress	Owrer 2	Owner 1	Liber/Page	Tax ID	Tax Parcels	Q Zoom	SE0-129-2285-00
	SED	SED	77.770	77 880 7	View	MORENCI		11151 SPENCER HWY		SUNRY 2 DAIRY LLC	2634-147	SED-129-2285-00			

SED-128-1050-00 Acre calc: 40



OFFICIAL TAX STATEMENT

SENECA TOWNSHIP ANNA SIMPKINS, TREASURER PO BOX 139 SAND CREEK, MI 49279

TAXPAYER NOTE: Are your name & mailing address correct? If not, please make corrections below. Thank You.

Property Addr: 11151 SPENCER HWY

PLEASE RETURN THIS PORTION WITH PAYMENT THANK YOU.

THIS TAX IS PAYABLE: DEC 1, 2022 THRU FEB 14, 2023

After 2/14/2023, additional interest and fees apply

2022 Winter Tax for Prop #: SE0-129-2285-00

Tax for Prop#: SE0-129-2285-00

Make Check Payable To: SENECA TOWNSHIP

TOTAL AMOUNT DUE:

3,950.76

4337

Please detach along perforation. Keep the bottom portion.

SENECA TOWNSHIP	2022 W	inter Ta	x Bill
MESSAGE TO TAXPAYER TAXES DUE AND PAYABLE ON OR BEFORE FEB 14. TO RECEIVE A RECEIPT MARKED PAID INCLUDE A STAMPED SELF-ADDRESSED ENVELOPE. TAXES CAN BE PAID IN PERSON AT SEMECA TWP HALL: THURSDAY DEC 29; - 9AM TO 5PM TUESDAY FEB 14; - 9AM TO 5PM TUESDAY FEB 28; - 9AM TO 5PM OTHER TIMES BY APPOINTMENT, CALL 517-436-3524	This tax is paya Pay by mail to: SE At PC	AMENT INFORMATION able: Dec 1, 2022 thru Fe ENECA TOWNSHIP NNA SIMPKINS, TREAS D BOX 139 AND CREEK, MI 4927	SURER
MAKE CHECKS PAYABLE TO SENECA TOWNSHIP.	T Taxable Value State Equalized Value Assessed Value P.R.E.	312,00	AGRICULTURAL-IMPH 0 Class: 101
PROPERTY INFORMATION Property Assessed To: SUNRYZ DAIRY LLC 8460 W MULBERRY RD MORENCI, MI 49256 School: MORENCI AREA SCHOOLS	1 mill equals \$1. Amounts with n	pased upon Taxable .00 per \$1000 of Tr o millage are eith her charges added MILLAGE	axable Value. er Special
Prop #: SE0-129-2285-00	DESCRIPTION	141 1114/35	22200012
Prop Addr: 11151 SPENCER HWY -Legal Description:	DEPT AGING -MED-CARE	0.74780 -0-18890 0.09960 7.29220 7.96000 18.00000 0.99830 1.99660 1.24730	135.73 34.28 18.07 1,323.67 1,444.89 EXEMPT 181.21 362.42 226.40 90.75 94.23
BALANCE OF DESCRIPTION ON FILE OPERATING FISCAL YEARS The taxes on bill will be used for governmental operations for the following fiscal year(s): County: JAN 1 - DEC 31 Twn/Cty: JULY 1 - DUNE 30 School: JULY 1 - JUNE 30 School: GET 1 - GEFT 20	Total Tax Administration Fee TOTAL AMOUNT DUE		3,911.65 39.11 3,950.76

Due to increasing costs, as well as sustaining the investment required to continue product improvements & expanding database coverage, the cost for record lookups will increase to \$6 per search as of September 5th, 2023. Please note, property owners will continue to be able to access their own property information **for free** by creating a BS&A Online account <u>here</u>.

arcel Number: SE0-128-105	E RD BLK MORENCI, MI 49256	(Property Address)	
Property Owner: Sl Summary Information > Assessed Value: \$49,800		> Property Tax information found	
Owner and Taxpaye	er Information		Amount Due
Owner	SUNRYZ DAIRY LLC Taxpayer 8460 W MULBERRY RD MORENCI, MI 49256	LAKATOS, JAMES P & THERESA 11151 SPENCER HWY MORENCI, MI 49256	Current Taxes: \$241.93
Legal Description			
W 1/2 OF W 1/2 OF N	V 1/4 SEC 28		
Other Information			

Recalculate amounts using a different Payment Date

8/24/2023

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	lota	al Due
2023	Summer	\$241.93	\$0.00		\$2	41.93
2022	Winter	\$477.56	\$477.56	02/02/2023		\$0.00
	General Information	for 2022 Winter Taxes				
	School District	46100	PRE/MBT		100.0000%	
	Taxable Value	\$20,013				
	Property Class	101 -	Assessed Valu	ie	\$45,900	
	Tax Bill Number	No Data to Display	Last Receipt N	Number	00000587	
	Last Payment Date	02/02/2023	Number of Pa	ayments	1	
	Base Tax	\$472.84	Base Paid		\$472.84	
	Admin Fees	\$4.72	Admin Fees P	aid	\$4.72	
	Interest Fees	\$0.00	Interest Fees	Paid	\$0.00	
	Total Tax & Fees	\$477.56	Total Paid		\$477.56	

Tax Bill Breakdown for 2022 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
DEPT AGING	0.747800	\$14.96	\$14.96
MED CARE	0.188900	\$3.78	\$3.78
VETERANS' RELIEF	0.099600	\$1.99	\$1.99
	38.530700	\$477.56	\$477.56

	Taxing Authority			Millage Rate	Amount	Amount Paid
	LENAWEE INT SCH			7.292200	\$145.93	\$145.93
	SCHOOL DEBT			7.960000	\$159.30	\$159.30
	SCHOOL OPER			18.000000	\$0.00	\$0.00
	TWP TAX			0.998300	\$19.97	\$19.97
	ROADS/BRIDGES			1.996600	\$39.95	\$39.95
	STAIR DIST LIB			1.247300	\$24.96	\$24.96
	SHIERSON			0.000000	\$8.00	\$8.00
	SILVERCREEK			0.000000	\$54.00	\$54.00
	Admin Fees				\$4.72	\$4.72
					\$0.00	\$0.00
	Interest Fees				\$0.00	\$0.00
		dly version of Winter 2022	2 Tax information	38.530700	\$477.56	
022	Interest Fees <u>Click here for a printer friend</u> Summer	dly version of Winter 2022 \$230.42	2 Tax information \$230.42	38.530700 08/31/2022		
	Click here for a printer friend				\$477.56	\$477.56
021	<u>Click here for a printer friend</u> Summer	\$230.42	\$230.42	08/31/2022	\$477.56 \$0.00	
021 021	<u>Click here for a printer friend</u> Summer Winter	\$230.42 \$400.12	\$230.42 \$400.12	08/31/2022 12/30/2021	\$477.56 \$0.00 \$0.00	
021 021 020	<u>Click here for a printer friend</u> Summer Winter Summer	\$230.42 \$400.12 \$223.05	\$230.42 \$400.12 \$223.05	08/31/2022 12/30/2021 09/13/2021	\$477.56 \$0.00 \$0.00 \$0.00	
021 021 020 020	<u>Click here for a printer friend</u> Summer Winter Summer Winter	\$230.42 \$400.12 \$223.05 \$392.41	\$230.42 \$400.12 \$223.05 \$392.41	08/31/2022 12/30/2021 09/13/2021 02/12/2021	\$477.56 \$0.00 \$0.00 \$0.00 \$0.00	
021 021 020 020 019	<u>Click here for a printer friend</u> Summer Winter Summer Winter Summer	\$230.42 \$400.12 \$223.05 \$392.41 \$219.98	\$230.42 \$400.12 \$223.05 \$392.41 \$219.98	08/31/2022 12/30/2021 09/13/2021 02/12/2021 09/02/2020	\$477.56 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
022 021 020 020 019 019	<u>Click here for a printer friend</u> Summer Winter Summer Winter Summer Winter	\$230.42 \$400.12 \$223.05 \$392.41 \$219.98 \$392.82	\$230.42 \$400.12 \$223.05 \$392.41 \$219.98 \$392.82	08/31/2022 12/30/2021 09/13/2021 02/12/2021 09/02/2020 02/12/2020	\$477.56 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	

**Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2023 BS&A Software, Inc.

REAL ESTATE SALES AGREEMENT

This Agreement ("Agreement") is made this _____ day of November, 2021 ("Effective Date"), by and between Sunryz Dairy, LLC of 8460 West Mulberry Road, Morenci, Michigan 49256 ("Buyer") and James P. and Theresa Lakatos of 11151 Spencer Highway, Morenci, Michigan 49256 ("Seller").

1. **Description of Property.** Seller does hereby agree to sell to Buyer and Buyer does hereby agree to purchase from Seller that land and improvements, if any, located in Seneca Township, Lenawee County with a street address of 11151 Spencer Highway, Morenci, Michigan 49256, consisting of approximately 120 acres subject to any existing building and use restrictions, zoning ordinances and easements, if any, and described as follows (the "Premises" or "Property"):

E1/2 OF NE1/4 SEC 29 T8S R2E EXC LD DES AS COMM AT THE NE COR OF SEC 29 T8S R2E TH N89°55'25"W 1311.61 FT ALG THE N LI OF THE E1/2 OF THE NE1/4 OF SD SEC (CNTRLI OF W RIDGEVILLE RD) TO THE NW COR OF THE E1/2 OF THE NE1/4 OF SD SEC TH S01°11'55"E 895.82 FT ALG THE W LI OF THE E1/2 OF NE1/4 OF SD SEC (CNTRLI OF SPENCER HWY) FOR A POB TH CONT ALG SD LI ALG SD RD S01°11'55"E 302.44 FT TH N88°48'05"E 321 FT TH N01°11'55"W 302.44 FT TH S88°48'05"W 321 FT TO THE POB.

and

W ½ OF W ½ OF NW ¼ SEC 28.

2. **Purchase Price.** The purchase price for the Premises shall be Nine Hundred Thousand and no/100 Dollars (\$900,000.00).

3. **Payment of Purchase Price and Life Estate.** Subject to adjustments as set forth herein, Buyer shall pay the full purchase price at closing pursuant to a land contract in the form attached hereto and which shall also provide a life estate to Seller.

4. <u>Title Work.</u> Within fifteen (15) days of the Effective Date, Buyer shall make a request to obtain a title insurance commitment. Any objections to Seller's title as disclosed on the title insurance commitment which are not raised in writing by Buyer within fifteen (15) days after delivery of the title commitment to Buyer shall be deemed waived. Notwithstanding, Seller shall pay, at closing, all liens and monetary encumbrances affecting the Premises. If objection to the title is made, Seller shall have thirty (30) days from the date notified in writing of the particular defects claimed, either (i) to remedy the title defects; (ii) to obtain title insurance as to such defects in a form acceptable to Buyer; or (iii) to refund the deposit in full in termination of this Agreement. If the Seller remedies the title defect, or obtains such title insurance within the time specified, Buyer agrees to complete the sale as soon as all documents have been prepared

and all contingencies have been satisfied. If Seller is unable to remedy the title defects or obtain such title insurance within the time specified, the earnest deposit shall be refunded forthwith in full termination of this Agreement shall terminate.

5. **Property Taxes and Assessments.** All real estate taxes and assessments, if any, shall be prorated to the date of closing on a calendar year basis as if taxes are paid in arrears. If applicable tax bills are not available for the year of closing, then the prior year tax bills shall be utilized to prorate taxes. If the tax bills include property in addition to the Premises being sold, then Buyer's prorated share of the tax bills which is subject to proration shall be determined by multiplying the tax bill by a fraction, the numerator of which is the acreage of the Premises and the denominator is the acreage included within the tax bill.

6. <u>Possession</u>. Seller shall deliver possession of Premises to Buyer at closing free from claims of all tenants. After the Effective Date and through closing, Seller shall maintain the Premises in its current condition. At closing, Buyer agrees to accept the Premises AS IS and with all defects, known or unknown.

7. Closing and Closing Costs.

(a) The closing shall take place after all contingencies are met but not later than December 31, 2021. Unless otherwise agreed, the closing shall take place at the title agency issuing the title commitment. Seller shall pay for a vendee's title policy in the amount of the purchase price. Buyer and Seller shall split the cost to record a memorandum of land contract. All other closing costs shall also be split equally.

(b) Seller and Buyer agree to provide and execute those documents required by the title agency to close and for the title company to issue the vendee's policy.

(c) Seller shall keep all 2021 rent.

(d) Seller and Buyer shall execute a memorandum of land contract in recordable form and which shall also provide for the terms of the life estate.

8. <u>Broker's Fees.</u> Seller and Buyer agree that no real estate broker is involved in this sale and that no commission is owed to any party. Seller and Buyer shall indemnify the other for any breach of this section which causes damage to the other party.

9. Additional Terms and Conditions.

(a) The parties mutually agree, each in good faith, to take all steps reasonably necessary to facilitate the purchase and sale as contemplated in this Agreement and execute such documents reasonably necessary to carry out, and otherwise put into effect, the terms and provisions hereof, including obtaining execution of documents under the control of some other party.

(b) Time is of the essence of this Agreement.

(c) Regardless of which party was responsible for the preparation of this Agreement, this Agreement shall not be construed more strictly against either party.

(d) This agreement may be executed in counterpart and by facsimile signature or a signature applied to a pdf document.

(e) Buyer may assign this agreement to a person or an entity affiliated with or related to Buyer.

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

SELLER:

James P. Lakatos

Theresa Lakatos

Ineresa Laka

BUYER:

Sunryz Dairy, LLC

201 By:

Its: Mense

84809:00006:5957421-1

LAND CONTRACT

This land contract ("Land Contract" or "Agreement"), is entered into this _____ day of _____, 2021, between James P. and Theresa Lakatos of 11151 Spencer Highway, Morenci, Michigan 49256 (the "Seller") and Sunryz Dairy, LLC, Michigan limited liability company, of 8460 W. Mulberry Rd., Morenci, Michigan 49256, (the "Buyer").

1. <u>Property or Premises</u>: The Seller agrees to sell to the Buyer that land located in Seneca Township, Lenawee County, Michigan with a street address of 11151 Spencer Highway, Morenci, Michigan 49256, consisting of approximately 120 acres and described as:

E1/2 OF NE1/4 SEC 29 T8S R2E EXC LD DES AS COMM AT THE NE COR OF SEC 29 T8S R2E TH N89°55'25"W 1311.61 FT ALG THE N LI OF THE E1/2 OF THE NE1/4 OF SD SEC (CNTRLI OF W RIDGEVILLE RD) TO THE NW COR OF THE E1/2 OF THE NE1/4 OF SD SEC TH S01°11'55"E 895.82 FT ALG THE W LI OF THE E1/2 OF NE1/4 OF SD SEC (CNTRLI OF SPENCER HWY) FOR A POB TH CONT ALG SD LI ALG SD RD S01°11'55"E 302.44 FT TH N88°48'05"E 321 FT TH N01°11'55"W 302.44 FT TH S88°48'05"W 321 FT TO THE POB.

and

W 1/2 OF W 1/2 OF NW 1/4 SEC 28.

together with all improvements, including the house (the "House") appurtenances, tenements and hereditaments (collectively the "Premises"); but subject to easements and restrictions of record; zoning laws and ordinances affecting the Premises; prior land contracts and lease purchase agreements.

2. <u>Price and Terms</u>. The Buyer agrees to purchase the Premises from the Seller, and to pay a purchase price of Nine Hundred Thousand and no/100 Dollars (\$900,000.00) together with interest on any principal from time to time unpaid, in the following manner and amortized over ten (10) years:

Buyer shall make monthly payments in the amount of Eight Thousand Four Hundred Eighty-Four and 20/100 Dollars (\$8,484.20) commencing on ______ and then on the first day of each month thereafter until said principal and interest shall be paid in full. Buyer may prepay all or a portion of the principal at any time without any prepayment penalty. The interest mentioned above shall be at the rate of two and one-half percent (2½%) per annum from ______, 2021, computed monthly and first deducted from each payment with the remainder applied to principal. Each payment of principal and interest not paid when due shall be assessed a one time charge of five percent (5%), and in addition shall bear interest upon the interest portion of the payment until paid at the above stated Contract interest rate but not to exceed ten percent (10%). Both the late charge and the interest upon interest shall be separate amounts owed under this contract and shall be due and payable immediately upon the occurrence of a default.

3. Possession and Life Estate.

(a) Except as set forth below, the Buyer shall receive possession of the Premises on ______, 20___, and shall be entitled to retain possession only so long as there is no uncured default by Buyer in carrying out the terms and conditions of this Contract.

(b) Seller shall retain a life estate in the House, that portion of the Premises necessary to utilize the House, and the woods area and a drive to the woods area, all as depicted on Exhibit 1. However, such life estate shall cease upon the earlier of (i) the death of Seller; (ii) failure of Seller to occupy the Premises for one hundred eighty (180) days during any calendar year; (iii) if Seller abandons or vacates the House for one hundred eighty (180) days during any calendar year; (iv) the Seller manifests an intent to vacate or abandon the Premises for health or other reasons; or (v) Seller fails to maintain and pay utilities for the House as set forth at paragraph 4.

(c) While this contract is in place, Buyer shall not remove trees from the Premises without the consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed if such removal will allow more of the Premises to be farmed.

4. <u>Maintenance and Utilities</u>. Except for the House, the Buyer shall at all times maintain the Premises in a good condition. Seller shall, at its own expense, maintain the House in a good condition and pay for all utilities servicing the House or as needed by Seller to live in the House.

5. <u>Taxes</u>. The Buyer shall pay all taxes, real and personal, and special assessments upon the Premises which are presently due and payable, a lien upon this property, or which shall become due and payable before they become subject to penalties, and shall produce evidence of payment to the Seller.

6. <u>Insurance</u>. The Buyer shall obtain and keep in force fire and extended coverage insurance in the name of the Buyer and Seller covering the buildings and improvements now or hereafter placed on the premises with a loss payable clause or other endorsement making the proceeds payable to the Seller and Buyer as their respective interests may appear, with insurers satisfactory to the Seller in an amount not less than the insurable value of the Premises, and shall deliver copies of the insurance policies to the Seller with premium paid.

7. <u>Disposition of Insurance Proceeds</u>. In case of loss or damage as a result of which insurance proceeds are available in an amount sufficient to repair or rebuild the Premises, Buyer has the right to elect to use the insurance proceeds to repair or rebuild. In order to elect to exercise the right, Buyer must give Seller written notice of the election within 60 days of the loss or damage. If the election is made, the insurance proceeds shall be used for that purpose. In the event the insurance proceeds are not sufficient to repair or rebuild the Premises, Buyer may elect to use the proceeds to repair or rebuild by giving written notice of the election within 60 days of the loss of damage, and along with the notice, deposit with Seller an amount sufficient to provide for full payment of the repair and rebuilding. If the election, and deposit if required, are not timely made, the insurance proceeds shall be applied on this Contract. If the insurance proceeds exceed the amount required for repairing and rebuilding, the excess shall be applied first toward the satisfaction of any existing defaults under the terms of this Contract, and then as a prepayment upon the principal balance owing, without penalty, notwithstanding any other provision to the contrary. The prepayment shall not defer the time for payment of any remaining payments under paragraph 2. Any surplus of proceeds in excess of the balance owing on this Contract, shall be paid to Buyer.

8. <u>Insurance and/or Tax Default</u>. In case of failure of the Buyer to obtain, maintain, or deliver policies of insurance or to pay taxes or special assessments payable by the Buyer, the Seller may:

(a) Pay the insurance premiums, taxes or special assessments and add them to the unpaid balance on the contract, or

(b) Pay the insurance premiums, taxes or special assessments and treat Buyer's failure to pay them as a default, or

(c) Not pay the insurance premiums, taxes or special assessments and treat Buyer's failure to pay them as a default.

9. <u>Seller's Right to Mortgage</u>. Seller's right to place a mortgage on the Premises, or renew or amend any existing mortgage, is subject to the following limitations:

(a) The aggregate amount due on all outstanding mortgages shall not, at any time, be greater than the unpaid principal of this Contract;

(b) The aggregate payments of principal and interest required in any one year under the new or renewal mortgage or mortgages shall not exceed those required under this Contract;

(c) The mortgage or mortgages shall not be amended to extend the term beyond the length of this Contract;

(d) The Seller shall give to the Buyer written notice of the execution of any mortgage or renewal, containing the name and address of the mortgagee, the amount and rate of interest on the mortgage, the due date of payments and maturity of the principal;

(e) The Seller covenants to meet the payments of principal and interest as they mature on any mortgage now or hereafter placed upon the Premises and produce evidence of payment to the Buyer on demand; and

(f) In case the Seller shall default upon any mortgage, the Buyer shall have the right to do the acts or make the payments necessary to cure the default and shall be reimbursed by receiving credit to apply on the payments due or to become due on this Contract.

When the Contract payments have reduced the amount due to the amount of the mortgage indebtedness, the Buyer shall be entitled to demand and receive the deed hereinafter mentioned, subject to the mortgage indebtedness which the Buyer shall assume and agree to pay; provided that the mortgage by its terms does not prohibit assumption.

10. <u>Enforcement of Default</u>. If the Buyer shall fail to perform any of the covenants of conditions contained in this Contract on or before the date on which the performance is required, the Seller may:

(a) give the Buyer a written notice specifying the default and informing the Buyer that if the default continues for a period of fifteen days after service of the notice that the Seller will without further notice declare the entire balance due and payable, and proceed according to the common law or the statutes of the State of Michigan; or

(b) not declare the entire balance due and payable, and proceed according to the common law or the statutes of the State of Michigan including but not limited to the right of Seller to declare a forfeiture in consequence of the nonpayment of any money required to be paid under the Contract or any other breach of the Contract, but in the event the Seller elects to proceed under the subparagraph the Seller shall give the Buyer a written notice of forfeiture specifying the default which has occurred and shall give the Buyer a period of fifteen days after service of the notice of forfeiture to cure the default.

11. <u>Assignment</u>. Either party may assign, sell, or convey an interest in this contract with the written consent of either party. No assignment, sale, or conveyance, shall release the Buyer from obligations under the provisions of this Contract unless the Seller releases the Buyer in writing.

12. <u>Conveyance</u>. Upon full final payment of the principal and interest of this Contract within the time and the manner required by this Contract, together with all other sums chargeable against the Buyer, and upon full performance of the covenants and agreements of the Buyer, the Seller shall convey the Premises to the Buyer or the Buyer's legal representative, successors or assigns by warranty deed, subject to easements and restriction of record and free from all other encumbrances except those, if any, as shall have been expressly assumed by the Buyer and except those, if any, as shall have arisen through the acts of neglects of the Buyer or others holding through the Buyer. Seller shall pay all transfer taxes.

13. <u>Notice</u>. Any and all notices or demands shall be sufficient when served as follows:

(a) By personal service on the party or to a member of the party's family or employee of suitable age and discretion with a request that the notice or demand be personally delivered to the party; or

(b) By depositing the notice or demand in the United States Post Office with postage fully prepaid by first class mail, addressed to the party at the party's last known address.

14. <u>Time is of the Essence</u>. It is expressly understood and agreed that time shall be deemed of the essence of this Contract. Failure of the Seller to exercise any right upon default of the Buyer shall not constitute a waiver of any rights and shall not prevent the Seller from exercising any of rights upon subsequent default.

15. <u>Binding Effect</u>. The covenants and agreements of this Contract shall bind the heirs, assigns, and successors of the respective parties.

SELLER:

Annah

James P. Lakatos

Theresa Lakatos

BUYER:

Sunryz Dairy, LLC

! hall By:

Its:

99999:CKREMER:5683341-1

Lenawee County Planning Commission

Staffed by the Region 2 Planning Commission (R2PC) 120 W. Michigan Avenue • Jackson, MI 49201 Phone (517) 788-4426 • Fax (517) 788-4635

PA 116 FARMLAND AGREEMENT | FA #23-20

Applicant(s):	Sunryz Dairy, LLC 8460 West Mulberry Road Morenci, MI 49256
Date:	October 16, 2023
Local Government:	Seneca Township
Purpose:	Enrollment application
Location:	The subject property (ID #SE0-202-1050-00) is located on the south side of Yan- kee Road, in Section 2 of the Township (T9S, R2E).
Description:	The subject property has an area of approximately 83.74 acres, of which 68.74 acres are cultivated for cash crops. The remaining 15 acres are swamp, woods, etc. 6 barns are located on the property.
Term:	10 years.
Future Land Use:	The <i>Lenawee County Comprehensive Land Use Plan</i> places the subject property in an area recommended for 'agricultural' uses.
Staff Comments:	None.
Staff Advisement:	Based upon this analysis, staff advises the Lenawee County Planning Commis- sion to recommend APPROVAL of the PA 116 application to the Seneca Town- ship Board.
Attachment(s):	

• Background information provided by the applicant/township.

This page is intentionally blank.

	· · · · · · · · · · · · · · · · · · ·					
Michigan FARMLAND AND OPEN SPACE	OFFICIAL USE ONLY Local Governing Body:					
10	Date Received					
Application for Farmland Agreement	Application No:					
Part 361 of the Natural Resources and Environmental	State:					
Protection Act, 1994 Act 451 as amended, more	Date Received					
commonly known as PA 116.	Application No:					
Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions	Approved:Rejected					
document before filling out this form.	PROVED BY LOCAL GOVERNING BODY					
	O BE EFFECTIVE FOR THE CURRENT TAX YEAR					
I. Personal Information: 1. Name(s) of Applicant: SUNRYZ DOI Last	ry, LLC First Initial					
Last	Flist					
(If more than two see #15)Last	First Initial					
Marital status of all individual men listed on application	n, if more than one, indicate status after each name:					
2. Mailing Address: 8400 West Mulbe Street	City State Zip Code					
3. Telephone Number: (Area Code) (23)) 215 -	1805					
4. Alternative Telephone Number (cell, work, etc.): (Are	ea Code) (231) 225-5251					
5. E-mail address: <u>ryzebolfarm@gn</u>	nail.com					
II. Property Location (Can be taken from the Deed/Land 6. County:7.	. Township, City or Village: <u>SCNCCN</u>					
8. Section No Town No	9 Range No					
 Is there a tax lien against the land described above If "Yes", please explain circumstances: 	ment or tax bill with complete tax description of property. /e?					
12. Does the applicant own the mineral rights? Y If owned by the applicant, are the mineral rights le Indicate who owns or is leasing rights if other than Name the target of mineral(a) involved:	ased?					
something other than agricultural purposes:	greement (other than for mineral rights) permitting a use for es 🔀 No If "Yes", indicate to whom, for what purpose and the					
number of acres involved: 14. Is land being purchased under land contract Ye Name:						
Address: Street	City State Zip Cod					
14a. Part 361 of the Natural Resources and Environr vendor (sellers) must agree to allow the land cit the land contract sellers sign below. (All sellers n	mental Protection Act, 1994 Act 451 as amended, states that the ed in the application to be enrolled in the program. Please have nust sign).					
Land Contract Vendor(s): I, the undersigned, und into the Farmland and Open Space Preservation	derstand and agree to permit the land cited in this application n Program.					

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

		_ Limited Liability Compar _ Trust	iy 🔺	Partnership Association	
lf appl Treas	licable, list the following: Individual Na urer; or Trustee(s); or Members; or Pa	mes if more than 2 Persons; rtners; or Estate Representa	or President, Vic tive(s):	e President, Secretary,	i.
Name	cornelis Ryzebol		Title:	owner	
Name	Brittany Ryzebol		Title:	owner	
Name	ə:		Title:		
Name	8:		Title:		
		names may be attached on a			
	Land Eligibility Qualifications: Check of This application is for: 	Complete only Section n 40 acres Complete only Sectior complete only Sectior g. livestock, cash crops, fruit, m83.74 ed for (if different than above veed pasture, or harvested gr c.)15.00 operty: (If more than one build	16 (a thru g); complete only S ns 16 and 18. etc): e): assland: ling, indicate the	number of buildings):	
	No. of Buildings Silo: Grain Storage Fa Poultry House: Other: (Indicate) 17. To qualify as agricultural land of 5 average gross annual income of \$ Please provide the average gross	cility: Bar Milking Parlor: Gra acres or more but less than 4 200.00 per acre from the sale	n: ain Drying Facility Milk H 40 acres, the land e of agricultural p	Tool Shed: y: louse: d must produce a minir products.	num
	Please provide the average gross immediately preceding this applica	ation from the sale of adricu	itural products	mot nom rental meent	<u>.</u> .
\$	total income	total acres of tillable land			
	 To qualify as a specialty farm, the produce a gross annual income fr average gross annual income dur agricultural products: \$ 	om on odrici litural lise (il b/ i		I a specially fulling from	00.00

agricultural products: \$ ______ Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

10 19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); _

V. Signature(s):

(

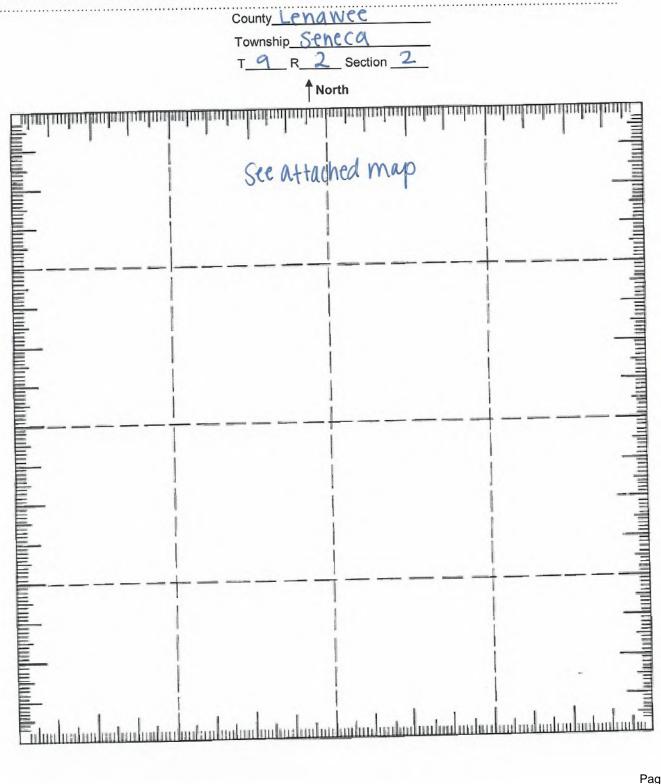
20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

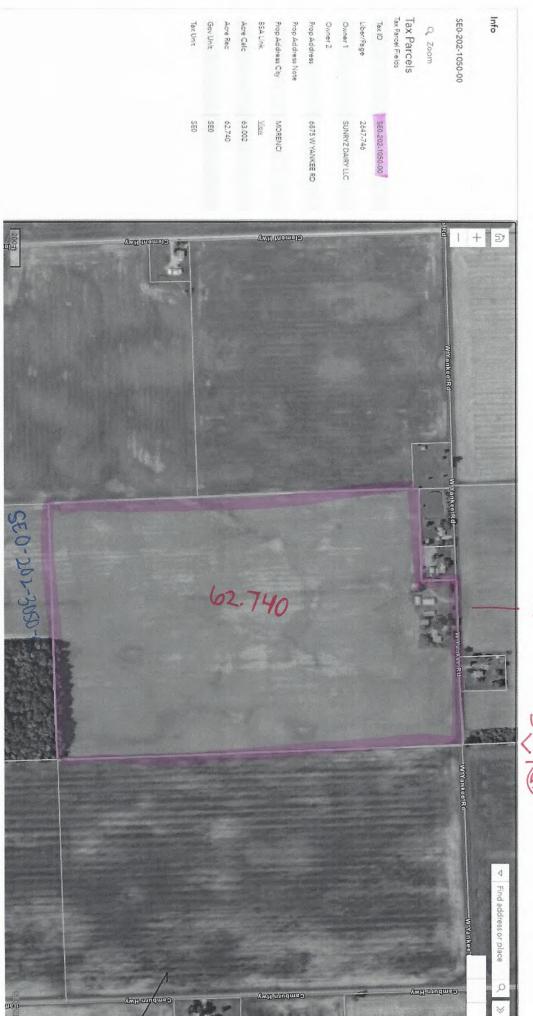
LANK	
(Signature of Applicant)	(Corporate Name, If Applicable)
BALANY	
(Co-owner, If Applicable)	(Signature of Corporate Officer)
7-24/-23	
(Date)	(Title)
ALL APPLICATIONS MUST BE APPRO ON OR BEFORE NOVEMBER 1 IN ORDER TO B	OVED BY LOCAL GOVERNING BODY E EFFECTIVE FOR THE CURRENT TAX YEAR.
RESERVED FOR LOCAL GOVERNMENT USE:	CLERK PLEASE COMPLETE SECTIONS I & II
I. Date Application Received:(Note	: Local Governing Body has 45 days to take action)
Action by Local Governing Body: Jurisdiction:	County Township City Village
This application is approved, rejected	Date of approval or rejection:
(If rejected, please attach statement from Local Governir	ng Body indicating reason(s) for rejection.)
Clerk's Signature:	
Property Appraisal: \$is the curr	ent fair market value of the real property in this application.
Clerk notifies reviewing agencies by forwarding a co If rejected, applicant is notified in writing within 10 c attachments, etc. are returned to the applicant. App If approved, applicant is notified and the original ap letters of review/comment from reviewing agencies	days stating reason for rejection and the original application plicant then has 30 days to appeal to State Agency. plication, all supportive materials/attachments, and
MDARD-Farmland and Open Space Program, Po	
*Please do not send multiple copies of applicat mailings without first contacting the Farmland	ions and/or send additional attachments in separate
Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is	Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:
required):	Copy of Deed or Land Contract (most recent
COPY SENT TO:	showing <u>current ownership</u>)
County or Regional Planning Commission	Copy of most recent Tax Bill (must include tax description of property)
Conservation District	
	Map of Farm
Township (if county has zoning authority)	
	Map of Farm

Questions? Please call Farmland Preservation at (517) 284-5663

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.





689rns

(2.740 total (5.007 woods/ Barns (57.74) tilable.

Page 119

Tax Unit	Gov Unit	Acre Rec	Acre Calc	BSA Link	Prop Address City	Prop Address Note	Prop Address	Owner 2	Owner 1	Liber/Page	Tex ID	Tax Parcels Tax Parcel Fields	Q, Zoom	SE0-202-3050-00
SEO	SEO	21.000	20.057	View	MORENCI	BLK	6000 W YANKEE RD B		SUNRYZ DAIRY LLC	2647-746	SE0-202-3050-00			



Page 120

	VANKEE RD BLK M	IORENCI, MI 49256 (Prop	erty Address)				
ronerty	Owner: SUNRYZ DA	IRVIIC					
	Information						
	d Value: \$38,800 Taxable Valu	ue: \$11,108	>	Property Tax in	formation found		
Owner a	and Taxpayer Informa	ition					
Owner	84	JNRYZ DAIRY LLC T 160 W MULBERRY RD ORENCI, MI 49256	axpayer	S	ee owner inform	ATION	
Legal D	Description						
		/ 1/4 ALSO 66 FT R/W OF RR LC	C E OF AND ADJA	CENT TO N 20	ACRES OF NW-1/4	OF SW-1/4 SEC 2	
	nformation						
You can		a different Payment Date I payment date in order to re- 3 Recalculate	calculate amount	s due as of th	e specified date fo	r this property.	
Tax Histo	tory						
Year	Season	Total Amount	Total Paid	Last Paid		Total Due	
2022	Winter	\$298.96	\$298.96	02/02/202	3	\$0.00	
	School District	n for 2022 Winter Taxes					
	Taxable Value Property Class	46100 \$11,108 101 - AGRICULTURAL- IMPROVED	PRE/MBT S.E.V. Assessed Val	ue	100.0000% \$38,800 \$38,800		
	Taxable Value Property Class Tax Bill Number	\$11,108 101 - AGRICULTURAL- IMPROVED No Data to Display	S.E.V. Assessed Valu Last Receipt	Number	\$38,800 \$38,800 00000590		
	Taxable Value Property Class Tax Bill Number Last Payment Date	\$11,108 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023	S.E.V. Assessed Val Last Receipt Number of P	Number	\$38,800 \$38,800 00000590 1		
	Taxable Value Property Class Tax Bill Number	\$11,108 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$296.00	S.E.V. Assessed Valu Last Receipt	Number ayments	\$38,800 \$38,800 00000590 1 \$296.00		
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax	\$11,108 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023	S.E.V. Assessed Valu Last Receipt Number of P Base Paid	Number ayments Paid	\$38,800 \$38,800 00000590 1		
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees	\$11,108 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$296.00 \$2.96	S.E.V. Assessed Value Last Receipt Number of P Base Paid Admin Fees I	Number ayments Paid	\$38,800 \$38,800 00000590 1 \$296.00 \$2.96		
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees	\$11,108 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$296.00 \$2.96 \$0.00	S.E.V. Assessed Value Last Receipt Number of P Base Paid Admin Fees I Interest Fees	Number ayments Paid Paid	\$38,800 \$38,800 00000590 1 \$296.00 \$2.96 \$0.00		
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone	\$11,108 101 - AGRICULTURAL- IMPROVED <i>No Data to Display</i> 02/02/2023 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i>	S.E.V. Assessed Value Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid	Number ayments Paid Paid	\$38,800 \$38,800 00000590 1 \$296.00 \$2.96 \$0.00 \$298.96		
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdown	\$11,108 101 - AGRICULTURAL- IMPROVED <i>No Data to Display</i> 02/02/2023 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i>	S.E.V. Assessed Value Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Number ayments Paid Paid	\$38,800 \$38,800 00000590 1 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i>	nount	Amount Paid
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdown Taxing Authority	\$11,108 101 - AGRICULTURAL- IMPROVED <i>No Data to Display</i> 02/02/2023 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i>	S.E.V. Assessed Value Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Number ayments Paid Paid ode Millage Rate	\$38,800 \$38,800 00000590 1 \$296.00 \$296 \$0.00 \$298.96 <i>Not Available</i> An	nount	Amount Paid
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdown Taxing Authority DEPT AGING	\$11,108 101 - AGRICULTURAL- IMPROVED <i>No Data to Display</i> 02/02/2023 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i>	S.E.V. Assessed Value Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Number ayments Paid Paid Ode Millage Rate	\$38,800 \$38,800 00000590 1 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i> An	\$8.30	\$8.30
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone <i>Tax Bill Breakdown</i> Taxing Authority DEPT AGING MED CARE	\$11,108 101 - AGRICULTURAL- IMPROVED <i>No Data to Display</i> 02/02/2023 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i>	S.E.V. Assessed Value Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Number ayments Paid Paid ode Millage Rate 0.747800 0.188900	\$38,800 \$38,800 00000590 1 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i> An	\$8.30 \$2.09	\$8.30 \$2.09
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdown Taxing Authority DEPT AGING MED CARE VETERANS' RELIEF	\$11,108 101 - AGRICULTURAL- IMPROVED <i>No Data to Display</i> 02/02/2023 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i>	S.E.V. Assessed Value Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Number ayments Paid Paid Ode Millage Rate 0.747800 0.188900 0.099600	\$38,800 \$38,800 00000590 1 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i> Am	58.30 52.09 51.10	\$8.30 \$2.09 \$1.10
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdown Taxing Authority DEPT AGING MED CARE VETERANS' RELIEF LENAWEE INT SCH	\$11,108 101 - AGRICULTURAL- IMPROVED <i>No Data to Display</i> 02/02/2023 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i>	S.E.V. Assessed Value Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Number ayments Paid Paid ode Millage Rate 0.747800 0.188900 0.099600 7.292200	\$38,800 \$38,800 00000590 1 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i> An	58.30 52.09 51.10 31.00	\$8.30 \$2.09 \$1.10 \$81.00
	Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdown Taxing Authority DEPT AGING MED CARE VETERANS' RELIEF	\$11,108 101 - AGRICULTURAL- IMPROVED <i>No Data to Display</i> 02/02/2023 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i>	S.E.V. Assessed Value Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Number ayments Paid Paid Ode Millage Rate 0.747800 0.188900 0.099600	\$38,800 \$38,800 00000590 1 \$296.00 \$2.96 \$0.00 \$298.96 <i>Not Available</i> An	58.30 52.09 51.10	\$8.30 \$2.09 \$1.10

	Taxing Authority			Millage Rate	Amount	Amount Paic
	TWP TAX			0.998300	\$11.08	\$11.08
	ROADS/BRIDGES			1.996600	\$22.17	\$22.17
	STAIR DIST LIB			1.247300	\$13.85	\$13.85
	SILVERCREEK			0.000000	\$14.00	\$14.00
	SMITH, CLEM			0.000000	\$54.00	\$54.00
	Admin Fees				\$2.96	\$2.96
	Interest Fees				\$0.00	\$0.00
				38.530700	\$298.96	\$298.96
2022	<u>Click here for a printer frie</u> Summer	ndly version of Winter 2022 \$127.88	2 Tax information \$127.88	07/25/2022	\$0.00	
	Summer	\$127.88	\$127.88			
2021	Summer Winter	\$127.88 \$222.08	\$127.88 \$222.08	12/14/2021	\$0.00	
2021 2021	Summer	\$127.88	\$127.88			
	Summer Winter Summer	\$127.88 \$222.08 \$123.81	\$127.88 \$222.08 \$123.81	12/14/2021 07/19/2021	\$0.00 \$0.00	
2021 2021 2020	Summer Winter Summer Winter	\$127.88 \$222.08 \$123.81 \$217.81	\$127.88 \$222.08 \$123.81 \$217.81	12/14/2021 07/19/2021 12/14/2020	\$0.00 \$0.00 \$0.00	
2021 2021 2020 2020	Summer Winter Summer Winter Summer	\$127.88 \$222.08 \$123.81 \$217.81 \$122.10	\$127.88 \$222.08 \$123.81 \$217.81 \$122.10	12/14/2021 07/19/2021 12/14/2020 07/24/2020	\$0.00 \$0.00 \$0.00 \$0.00	
2021 2021 2020 2020 2020 2019	Summer Winter Summer Winter Summer Winter	\$127.88 \$222.08 \$123.81 \$217.81 \$122.10 \$237.79	\$127.88 \$222.08 \$123.81 \$217.81 \$122.10 \$237.79	12/14/2021 07/19/2021 12/14/2020 07/24/2020 12/18/2019	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	

**Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2023 BS&A Software, Inc.

	YANKEE RD MOR	inter, in isese (itopert	y Address)			
cel Numbe	er: SE0-202-1050-00					
operty	Owner: SUNRYZ	DAIRY LLC				
Residenti - Year B - Full Ba	aths: 2 -	Bedrooms: 3 Half Baths: 0 Acres: 62.740			ue: \$243,700 Taxable Value: \$1 information found	05,382
- 59. Fe	et. 1,445 -	ACTES. 02.740				
Owner a	and Taxpayer Inforr	nation				
Owner		SUNRYZ DAIRY LLC 8460 W MULBERRY RD MORENCI, MI 49256	Taxpayer		SEE OWNER INFORMATION	
egal De	escription					
		G W OF RR R/W BEING 78 RDS H W 480FT TO POB ALSO 66FT				AC 1/4 SEC 2 T9S R2E RUNN TH S
Other In	nformation					
You can	change your anticipat	ted payment date in order to	o recalculate amount	ts due as of t	the specified date for this	property.
er a Payr	nent Date 5/10/2	Recalculat	te			
		2023 Recalculat Total Amount	Total Paid	Last Pai	id Total [Jue
ax Histo	ory			Last Pai 02/02/20		Due
ax Histo Year	ory Season Winter	Total Amount	Total Paid \$2,591.75			
ax Histo Year	ory Season Winter	Total Amount \$2,591.75	Total Paid \$2,591.75			
ax Histo Year	ory Season Winter General Informat	Total Amount \$2,591.75 Sion for 2022 Winter Taxe 46100	Total Paid \$2,591.75 25 PRE/MBT		100.0000%	
ax Histo Year	ory Season Winter General Informat School District Taxable Value	Total Amount \$2,591.75 Sion for 2022 Winter Taxe 46100 \$105,382	Total Paid \$2,591.75 25 PRE/MBT S.E.V.	02/02/20	100.0000% \$243,700	
ax Histo Year	ory Season Winter General Informat	Total Amount \$2,591.75 Sion for 2022 Winter Taxe 46100	Total Paid \$2,591.75 25 PRE/MBT S.E.V.	02/02/20	100.0000%	
ax Histo Year	Ory Season Winter General Informat School District Taxable Value Property Class	Total Amount \$2,591.75 tion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED	Total Paid \$2,591.75 25 PRE/MBT S.E.V. - Assessed Valu	02/02/20 ue	100.0000% \$243,700 \$243,700	
ax Histo Year	ory Season Winter General Informat School District Taxable Value	Total Amount \$2,591.75 tion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL	Total Paid \$2,591.75 25 PRE/MBT S.E.V.	02/02/20 ue Number	100.0000% \$243,700	
ax Histo Year	ory Season Winter General Informat School District Taxable Value Property Class Tax Bill Number Last Payment Date	Total Amount \$2,591.75 tion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023	Total Paid \$2,591.75 25 PRE/MBT S.E.V. - Assessed Valu Last Receipt Number of P	02/02/20 ue Number	100.0000% \$243,700 \$243,700 00000589 1	
ax Histo Year	ory Season Winter General Informat School District Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax	Total Amount \$2,591.75 tion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$2,566.09	Total Paid \$2,591.75 25 PRE/MBT S.E.V. Assessed Valu Last Receipt Number of P Base Paid	02/02/20 ue Number 'ayments	100.0000% \$0 100.0000% \$243,700 \$243,700 \$243,700 00000589 1 1 \$2,566.09	
ax Histo Year	ory Season Winter General Informat School District Taxable Value Property Class Tax Bill Number Last Payment Date	Total Amount \$2,591.75 tion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023	Total Paid \$2,591.75 25 PRE/MBT S.E.V. - Assessed Valu Last Receipt Number of P	02/02/20 ue Number 'ayments	100.0000% \$243,700 \$243,700 00000589 1	
ax Histo Year	ory Season Winter General Informat School District Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees	Total Amount \$2,591.75 tion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$2,566.09 \$25.66	Total Paid \$2,591.75 PRE/MBT S.E.V. Assessed Valu Last Receipt Number of P Base Paid Admin Fees J	02/02/20 ue Number 'ayments	100.0000% \$0 100.0000% \$243,700 \$243,700 \$243,700 00000589 1 1 \$2,566.09 \$25.66	
ax Histo Year	Ory Season Winter General Informat School District Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees	Total Amount \$2,591.75 tion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$2,566.09 \$25.66 \$0.00	Total Paid \$2,591.75 PRE/MBT S.E.V. Assessed Valu Last Receipt Number of P Base Paid Admin Fees I Interest Fees	02/02/20 ue Paid Paid Paid	100.0000% \$0 100.0000% \$243,700 \$243,700 \$243,700 00000589 1 \$2,566.09 \$25.66 \$0.00 \$000	
ax Histo Year	ory Season Winter General Informat School District Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone	Total Amount \$2,591.75 tion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$2,566.09 \$25.66 \$0.00 \$2,591.75	Total Paid \$2,591.75 PRE/MBT S.E.V. Assessed Valu Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid	02/02/20 ue Paid Paid Paid	100.0000% \$0 100.0000% \$243,700 \$243,700 \$243,700 00000589 1 \$2,566.09 \$25.66 \$0.00 \$2,591.75	
ax Histo Year	ory Season Winter General Informat School District Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdow	Total Amount \$2,591.75 sion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$2,566.09 \$25.66 \$0.00 \$2,591.75 Not Available	Total Paid \$2,591.75 PRE/MBT S.E.V. Assessed Valu Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	02/02/20 ue Number 'ayments Paid : Paid	100.0000% \$243,700 \$243,700 \$243,700 00000589 1 \$2,566.09 \$25.66 \$0.00 \$2,591.75 Not Available	.00
ax Histo Year	Ory Season Winter General Informate School District Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdow Taxing Authority	Total Amount \$2,591.75 sion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$2,566.09 \$25.66 \$0.00 \$2,591.75 Not Available	Total Paid \$2,591.75 PRE/MBT S.E.V. Assessed Valu Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	02/02/20 ue Number Paid : Paid : Paid	223 \$0 100.0000% \$243,700 \$243,700 00000589 1 \$2,566.09 \$25.66 \$0.00 \$2,591.75 Not Available Amount	.00 Amount Paid
ax Histo Year	Ory Season Winter General Informat School District Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdow Taxing Authority DEPT AGING	Total Amount \$2,591.75 sion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$2,566.09 \$25.66 \$0.00 \$2,591.75 Not Available	Total Paid \$2,591.75 PRE/MBT S.E.V. Assessed Valu Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	02/02/20 ue Number 'ayments Paid : Paid : Paid ode	223 \$0 100.0000% \$243,700 \$243,700 00000589 1 \$2,566.09 \$25.66 \$0.00 \$2,591.75 Not Available Amount \$78.80	.00 Amount Paid \$78.80
ax Histo Year	Ory Season Winter General Informat School District Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdow Taxing Authority DEPT AGING MED CARE	Total Amount \$2,591.75 sion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$2,566.09 \$25.66 \$0.00 \$2,591.75 Not Available	Total Paid \$2,591.75 PRE/MBT S.E.V. Assessed Valu Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	02/02/20 ue Number Paid Paid Paid Paid code	223 \$0 100.0000% \$243,700 \$243,700 00000589 1 \$2,566.09 \$25.66 \$0.00 \$2,591.75 Not Available Amount \$78.80 \$19.90	.00 Amount Paid \$78.80 \$19.90
ax Histo Year	Ory Season Winter General Informat School District Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdow Taxing Authority DEPT AGING	Total Amount \$2,591.75 sion for 2022 Winter Taxe 46100 \$105,382 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$2,566.09 \$25.66 \$0.00 \$2,591.75 Not Available	Total Paid \$2,591.75 PRE/MBT S.E.V. Assessed Valu Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	02/02/20 ue Number 'ayments Paid : Paid : Paid ode	223 \$0 100.0000% \$243,700 \$243,700 00000589 1 \$2,566.09 \$25.66 \$0.00 \$2,591.75 Not Available Amount \$78.80	.00 Amount Paid \$78.80

	Taxing Authority		M	lillage Rate	Amount	Amount Pai	
	LENAWEE INT SCH			7.292200	\$768.46	\$768.40	
	SCHOOL DEBT			7.960000	\$838.84	\$838.84	
	SCHOOL OPER			18.000000	\$0.00	\$0.00	
	TWP TAX ROADS/BRIDGES			0.998300	\$105.20	\$105.20	
				1.996600	\$210.40	\$210.4	
	STAIR DIST LIB			1.247300	\$131.44	\$131.4	
	ALS			0.000000	\$90.75	\$90.75 \$110.41 \$34.00	
	HAYWARD			0.000000	\$110.41		
	SILVERCREEK			0.000000	\$34.00		
	SMITH, CLEM			0.000000	\$167.40	\$167.40	
	Admin Fees				\$25.66	\$25.6	
	Interest Fees				\$0.00	\$0.00	
			3	8.530700	\$2,591.75	\$2,591.75	
	Click here for a printer frier	ndly version of Winter 202	2 Tax information				
22	Summer	\$1,213.36	\$1,213.36	07/25/2022	\$0.00		
22 21	Summer Winter	\$1,213.36 \$2,273.02	\$1,213.36 \$2,273.02	07/25/2022 12/14/2021	\$0.00 \$0.00		
21	Winter	\$2,273.02	\$2,273.02	12/14/2021	\$0.00		
21 21	Winter Summer	\$2,273.02 \$1,174.59	\$2,273.02 \$1,174.59	12/14/2021 07/19/2021	\$0.00 \$0.00		
21 21 20	Winter Summer Winter	\$2,273.02 \$1,174.59 \$2,158.00	\$2,273.02 \$1,174.59 \$2,158.00	12/14/2021 07/19/2021 12/14/2020	\$0.00 \$0.00 \$0.00		
21 21 20 20	Winter Summer Winter Summer	\$2,273.02 \$1,174.59 \$2,158.00 \$1,158.38	\$2,273.02 \$1,174.59 \$2,158.00 \$1,158.38	12/14/2021 07/19/2021 12/14/2020 07/24/2020	\$0.00 \$0.00 \$0.00 \$0.00		
21 21 20 20 19	Winter Summer Winter Summer Winter	\$2,273.02 \$1,174.59 \$2,158.00 \$1,158.38 \$2,192.85	\$2,273.02 \$1,174.59 \$2,158.00 \$1,158.38 \$2,192.85	12/14/2021 07/19/2021 12/14/2020 07/24/2020 12/18/2019	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00		

**Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2023 BS&A Software, Inc.

11-15-2022

Chin Van Dyke JM

LIBER 2041 PAGE UD/U 1013 STATE OF MICHIGAN - LENAWEE COUNTY RECORDED 11/15/2022 01:22:14 PM Received 11/15/2022 11:54:57 AM D.FI Received Carolyn S. Bater , REGISTER OF DEEDS \$30.00



NOVEMBER 15, 2022 RECEIPT # 1037033 TRANSFER TAX

\$1,100.00- CO \$7,500.00- ST Stamp # 41834

FIDUCIARY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That on this 11 day of November, 2022, Gary L. Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust, whose address is 12300 Country Road 16, Wauseon, Ohio 43567.

Conveys to Sunryz Dairy, LLC, a Michigan Limited Liability Company, whose address is 8460 West Mulberry Road. Morenci, Michigan 49256, the following described premises located in the Township of Seneca, County of Lenawee, and State of Michigan, described as follows:

SEE THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBIT A

for the full consideration of one million 00/100 \$1,000,000.00, subject to easements and restrictions of record.

Dated this i day of November 2022.

Signed byz

Capy 12. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust

Harold W. Rathbun, Successor Co-Trustee of the Betty J. **Rathbun Living Trust**

STATE OF Michigen COUNTY OF LEALER

. 2022, before me, a Notary Public, in and for said County, personally appeared Gary L. On Nouseber 11 Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed, on behalf of said estate.

> JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

NOTARY PUBLIC SEAL

Dated this 11 day of November, 2022.



FIDUCIARY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That on this <u>11</u> day of <u>November</u>, 2022, Gary L. Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust, whose address is 12300 Country Road 16, Wauseon, Ohio 43567.

Conveys to Sunryz Dairy, LLC, a Michigan Limited Liability Company, whose address is 8460 West Mulberry Road, Morenci, Michigan 49256, the following described premises located in the Township of Seneca, County of Lenawee, and State of Michigan, described as follows:

SEE THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBIT A

for the full consideration of one million 00/100 \$1,000,000.00, subject to easements and restrictions of record.

Dated this 11 day of November 2022.

Signed byz Bathbun, Successor Co-Trustee of the Betty J. un Living Trust

Harold W. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust

COUNTY OF LEnzwer

On <u>Nocester</u>, 2022, before me, a Notary Public, in and for said County, personally appeared Gary L. Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed, on behalf of said estate.

> JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

NOTARYPUBLICYSEAL

Dated this 11 day of Noverba, 2022.

Instrument Drafted by: <u>Timothy J. Semro (P55157)</u> Business Address: 7255 Crossleigh Ct., Suite 104, Toledo, Ohio 43617

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

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

EXHIBIT A

Parcel 1:

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section 3,318.7 feet; thence South 0°40' West 874.3 feet; thence South 89°50' East, 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West 1/4 line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of beginning;

EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast corner of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road; thence North 50°10'00" East along said centerline

744.52 feet to the place of beginning.

Parcel 2:

Land described as commencing at the Northwest corner of Section 2, Town 9 South, Range 2 East, thence running South on the Section line 128 rods; thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning;

ALSO, a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad;

ALSO, the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2, Town 9 South, Range 2 East;

ALSO, following two (2) portions of the 66 foot wide right-of-way of the Detroit,

Toledo and Ironton Railroad Company located in Section 2, Town 9 South, Range 2 East to wit:

1) That part of the R/W located in the North 128 rods of Section 2.

2) That part of the R/W located in and East of and adjacent to the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2.

EXCEPTING THEREFROM land described as commencing 300 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence East 180 feet; thence South 180 feet; thence West 180 feet; thence North 180 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing 185 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2

East; thence South 180 feet; thence East 115 feet; thence North 180 feet; thence West 115 feet to the place of beginning; ALSO EXCEPTING THEREFROM land described as commencing at the Northwest

ALSO EACEPTING THEREFROM land described as commencing at the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet along said Section line; thence East 185 feet; thence North 180 feet; to said Section line; thence West 185 feet to the place of beginning.

Property Address: 6875 W. Yankee Road, Morenci, Michigan 49256 Tax Parcel No.: SE0-202-1050-00

Property Address: 6000 W. Yankee Road, Morenci, Michigan 49256 Tax Parcel No.: SE0-202-3050-00

Property Address: 10000 Elliott Hwy., Morenci, Michigan 49256 Tax Parcel No.: SE0-123-2800-00

LIBER 2041 PAGE UD/3 1 OT 2 STATE OF MICHIGAN - LENAWEE COUNTY RECORDED 11/15/2022 01:22:17 PM AF.AG Received 11/15/2022 11:54:57 AM Carolyn S. Bater , REGISTER OF DEEDS \$30.00



					10 A 260 of
Michigan Department of Treasury 3676 (Rev. 12-18)		5	2000 and P	A. 310 01 2000	ulhority of PA. 260 of Filing is mandalory.
3676 (Rev. 12-18) Affidavit Attesting Qualified Agricu	Itural Prope	rty Shall Rema	in Qualified A	gricultu	ral Property
1 Street Address of Property					
10000 Elliott Hwy Blk, 6875 W. Yankee Rd	Blk & 6000 W.	Yankee Rd. Blk	Lenawee		
3. City/Township/Village Where Real Estate is Located			City X	Township	Village
Seneca			from Tax Bill or Assessm	ent Nolice)	
4 Name of Property Owner(s) (Print or Type Legibly)		5. Property ID Number (), SE0-202-1050-	00 & SE0-	202-3050-00
Support Daily LLC a Michigan limited liabi	lity company	SE0-123-2800-00	perty that is, and will ren	nain Qualified A	gricultural Property
 Legal Description (Legal description is required; attach addi necessary) 	tional sheets if	7. Percentage of this pro (Do Not Include Qualifie	a rolest riogram ropo		100 %
See attached Exhibit A			Partial transfer und	er MCL 211.27a	(6)(K)? See Page 2
8. Daytime Telephone Number 9. E	-mail Address			Yes	No
Dated: November 11 , 20 22 Dated: November 11 , 20 22	Title Member	KARKI	1		
Dalcu. <u></u>	Name (Printed Title Member	or Type) Brittany R	yzebol		
STATE OF MICHIGAN)					
) \$5.					
COUNTY OF Lenawee		ove-named person(s	Cornelis Purch	ol & Britton	w Ryzebol
On this <u>11</u> day of <u>November</u> , <u>Members of</u> , each personally appeared by person's free act and deed and affirmed that the and belief. •SunRyz Dairy, LLC, a Michigan limited list	efore me. Each a contents of this a ability company	cknowledged that the	best of that person	n of this and	Iavit was mat
JENNIFER CHITTENDEN	PRINT/TYPE	NAME: Jenniter Chi	ttenden		
Hotory Public, Lenswee Co., MI	NOTARY PUB		Lenawee	C	ounty, Michigan
My Comm. Expires Aug. 22, 2025			lawee	C	ounty
	Acting in				
(NOTARY SEAL)	My commission	n expires: 08/22/20	2.0		
Drafter's Name _ Jennifer Chittenden, America	an Title Agency	of Lenawee			
Drafter's Address 202 North Main Street, Adri	an, MI 49221				
FOR LOCAL GOVERNMENT USE ONLY A	FTER THE INS	TRUMENT IS REC	ORDED WITH TH	IE REGIST	ER OF DEEDS
Is the percentage stated above in number 7 the Apricultural Property?	current percenta	ge of the property the	it is qualified	Yes	No No
If NO, what is the correct percentage of the property the Assessor's Signature	lat is currently Qua	into Agriculturar Frope	Date		

Michigan Department of Treasury 3676 (Rev. 12-18)			This 200	s form is issued under a 10 and P.A. 378 of 2006	authority of P.A. 260 of 6. Filing is mandatory.	
Affidavit Attesting Qualified Agricultur	al Property SI	nall Remain	Qualifi	ed Agricultu	ral Property	
1. Street Address of Property			2. Name of	County		
10000 Elliott Hwy Blk, 6875 W. Yankee Rd Blk	& 6000 W. Yankee	Rd. Blk	Lenawe	e		
3. City/Township/Village Where Real Estate is Located				X Township	Village	
Seneca		l	City			
4. Name of Property Owner(s) (Print or Type Legibly)	5. Prop	perty ID Number (from	Tax Bill or A	ssessment Notice)		
SunRyz Daily, LLC, a Michigan limited liability c	ompany SE0-	123-2800-00, \$	SE0-202-	1050-00 & SEO-	-202-3050-00	
6. Legal Description (Legal description is required; attach additional necessary)	sheets if 7. Perc (Do No	centage of this proper of Include Qualified Fo	ty that is, and prest Program	d will remain Qualified n Property)	100 %	
See attached Exhibit A			De diel trans	sfer under MCL 211.27		
8. Daytime Telephone Number 9. E-mail / CERTIFICATION & NOTARIZATION (Notarizati				Yes	No	
Na Titl	med me (Printed or Type e Member med	Cornelis Ryze	ebol			
	Name (Printed or Type) Brittany Ryzebol					
	e Member	/ <u></u>				
STATE OF MICHIGAN)) ss. COUNTY OF Lenawee)					
Nevember 20.2	2, the above-na	med person(s) C	Cornelis F	Ryzebol & Brittan	ny Ryzebol,	
On this <u>11</u> day of <u>November</u> , 2022 <u>Members of *</u> , each personally appeared before person's free act and deed and affirmed that the conte and belief. *SunRyz Dairy, LLC, a Michigan limited liability	me. Each acknowle nts of this affidavita	dded inat the be	rsons exe	ecution of this and	Javil was that	
JENNIFER CHITTENDEN PR	INT/TYPE NAME:	Jenniler Chitter	nden	A REAL PROPERTY AND		
Notary Public, Lenawee Co., MI	TARY PUBLIC,		nawee	C	ounty, Michigan	
Law Comm Expires Aug. 22, 2020		1	lee	C	ounty	
	ing in					
(NOTARY SEAL) My	commission expire	S: 00/22/2020				
Drafter's Name Jennifer Chittenden, American Tit	le Agency of Lena	awee				
Drafter's Address 202 North Main Street, Adrian, N	11 49221					
FOR LOCAL GOVERNMENT USE ONLY AFTE	R THE INSTRUME	ENT IS RECOR	DED WIT	TH THE REGIST	ER OF DEEDS	
Is the percentage stated above in number 7 the curre Agricultural Property?	nt percentage of the	e property that is	Qualified	Yes	No	
Little it is the earrest porcentage of the property that is (
If NO, what is the correct percentage of the property that is of Assessor's Signature	currently Qualified Agr	icultural Property i	Da	ite		

EXHIBIT A

Land in the Township of Seneca, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section 3,318.7 feet; thence South 0°40' West 874.3 feet; thence South 89°50' East, 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West 1/4 line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of beginning;

EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast corner of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road; thence North 50°10'00" East along said centerline 744.52 feet to the place of beginning.

Parcel 2:

Land described as commencing at the Northwest corner of Section 2, Town 9 South, Range 2 East, thence running South on the Section line 128 rods; thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning; ALSO, a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad;

ALSO, the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2, Town 9 South, Range 2 East; ALSO, following two (2) portions of the 66 foot wide right-of-way of the Detroit, Toledo and Ironton Railroad Company located in Section 2, Town 9 South, Range 2 East to wit:

1) That part of the R/W located in the North 128 rods of Section 2.

2) That part of the R/W located in and East of and adjacent to the North 20 acres of the

Northwest 1/4 of the Southwest 1/4 of Section 2.

EXCEPTING THEREFROM land described as commencing 300 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence East 180 feet; thence South 180 feet; thence West 180 feet; thence North 180 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing 185 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet; thence East 115 feet; thence North 180 feet; thence West 115 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing at the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet along said Section line; thence East 185 feet; thence North 180 feet; to said Section line; thence West 185 feet to the place of beginning.

1 of 1 LIBER 2647 **PAGE 0746** STATE OF MICHIGAN - LENAWEE COUNTY RECORDED 11/17/2022 09 14:42 AM AF Received 11/17/2022 08:40:12 AM Carolyn S. Bater , REGISTER OF DEEDS \$ \$30.00



Affidavit To Correct Qualified Agricultural Property Affidavit

This Affidavit is being recorded to correct the property owner's name on the Qualified Agricultural Property Affidavit dated November 11, 2022 and recorded November 15, 2022 in Liber 2647, Page 0673, Lenawee County Records.

The property owner's name should be SunRyz Dairy, LLC, a Michigan limited liability company

American Title Agency of Lenawee

Berno By: Beth A. Fetzer, Manager

STATE OF MICHIGAN) 155 COUNTY OF LENAWEE)

On this 16th day of November, 2022, before me personally appeared Beth A. Fetzer, Manager of American Title Agency of Lenawee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public:

Printed Name: Jennifer Chittenden Lenawee County, Michigan Acting in Lenawee County My commission expires: 08/22/2025

Drafted by and Return to: Liz Casselman, Esq., 26000 W. 12 Mlle Rd., Southfield, MI 48034

Affidavit To Correct Qualified Agricultural Property Affidavit

This Affidavit is being recorded to correct the property owner's name on the Qualified Agricultural Property Affidavit dated November 11, 2022 and recorded November 15, 2022 in Liber 2647, Page 0673, Lenawee County Records.

The property owner's name should be SunRyz Dairy, LLC, a Michigan limited liability company

American Title Agency of Lenawee

berna. Fe

By: Beth A. Fetzer, Manager

STATE OF MICHIGAN)) ss COUNTY OF LENAWEE)

On this 16th day of November, 2022, before me personally appeared Beth A. Fetzer, Manager of American Title Agency of Lenawee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free fect and deed.

Notary Public:

Printed Name: Jennifer Chittenden Lenawee County, Michigan Acting in Lenawee County My commission expires: 08/22/2025

Drafted by and Return to: Liz Casselman, Esq., 26000 W. 12 Mile Rd., Southfield, MI 48034

LIBER 2647 PAGE 0669 1 of 5 STATE OF MICHIGAN - LENAWEE COUNTY RECORDED 11/15/2022 01:22:13 PM AF Received 11/15/2022 11:54:57 AM Carolyn 6, Bater, Reclister OF DEEDS \$30.00



AFFIDAVIT TO CORRECT ERRONEOUS PROPERTY DESCRIPTION

This document is entered into on November 11, 2022, between Gary L. Rathbun and Harold W. Rathbun, Co-Personal Representatives of the Estate of Betty J. Rathbun, deceased, of 12300 County Road 16, Wauseon, Ohio 43567 (Grantors), and Gary L. Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust of 12300 County Road 16, Wauseon, Ohio 43567 (Grantees), pursuant to MCL 565.451a permitting affidavits stating facts relating to matters affecting realty and recording. Being sworn, Grantors and Grantees give record notice of the following:

1. Grant of property. Grantors are the grantors of parcels of real property that are described as:

Land in the Township of Seneca, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section 3,318.7 feet; thence South 0°40' West 874.3 feet; thence South 89°50' East, 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West 1/4 line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of beginning;

EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast corner of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road; thence North 50°10'00" East along said centerline

744.52 feet to the place of beginning.

Parcel 2:

Land described as commencing at the Northwest corner of Section 2, Town 9 South, Range 2 East, thence running South on the Section line 128 rods; thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning;

ALSO, a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad;

ALSO, the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2, Town 9 South, Range 2 East;

ALSO, following two (2) portions of the 66 foot wide right-of-way of the Detroit,

Toledo and Ironton Railroad Company located in Section 2, Town 9 South, Range 2 East to wit:

1) That part of the R/W located in the North 128 rods of Section 2.

2) That part of the R/W located in and East of and adjacent to the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2.

EXCEPTING THEREFROM land described as commencing 300 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence East 180 feet; thence South 180 feet; thence West 180 feet; thence North 180 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing 185 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2

AFFIDAVIT TO CORRECT ERRONEOUS PROPERTY DESCRIPTION

This document is entered into on November 11, 2022, between Gary L. Rathbun and Harold W. Rathbun, Co-Personal Representatives of the Estate of Betty J. Rathbun, deceased, of 12300 County Road 16, Wauseon, Ohio 43567 (Grantors), and Gary L. Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust of 12300 County Road 16, Wauseon, Ohio 43567 (Grantees), pursuant to MCL 565.451a permitting affidavits stating facts relating to matters affecting realty and recording. Being sworn, Grantors and Grantees give record notice of the following: 1. Grant of property. Grantors are the grantors of parcels of real property that are described as:

Land in the Township of Seneca, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section 3,318.7 feet; thence South 0°40' West 874.3 feet; thence South 89°50' East, 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West 1/4 line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of

EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast corner of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road; thence North 50°10'00" East along said centerline 744.52 feet to the place of beginning.

Parcel 2:

Land described as commencing at the Northwest corner of Section 2, Town 9 South, Range 2 East, thence running South on the Section line 128 rods; thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning;

ALSO, a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad:

ALSO, the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2, Town 9 South, Range 2 East:

ALSO, following two (2) portions of the 66 foot wide right-of-way of the Detroit,

Toledo and Ironton Railroad Company located in Section 2, Town 9 South, Range 2 East to wit:

1) That part of the R/W located in the North 128 rods of Section 2.

2) That part of the R/W located in and East of and adjacent to the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2.

EXCEPTING THEREFROM land described as commencing 300 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence East 180 feet; thence South 180 feet; thence West 180 feet; thence North 180 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing 185 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2

East; thence South 180 feet; thence East 115 feet; thence North 180 feet; thence West 115

feet to the place of beginning; ALSO EXCEPTING THEREFROM land described as commencing at the Northwest ALSO EACE Intro International 1/4 of Section 2, Town 9 South, Range 2 East; thence corner of the North West flatting line; thence East 185 feet; thence North 180 feet; to said West 185 Section line; thence

(the Premises) in an instrument (the Instrument) as recorded at Liber 2646, Page 0893, with the Lenawee Register of Deeds.

2. Erroneous description. The Instrument contains the following erroneous description of the property:

Land in the Township of Seneca described as commencing at the Northwest corner of Section 2 in Town 9 South, Range 2 East, thence running South on the Section line 128

rods thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning, also a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2 in Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad, containing in both above descriptions 62 2/5 acres, also the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2 in Town 9 South, Range 2 East, constituting in both above descriptions 82 2/5 acres more or less.

Property Address: 6875 W. Yankee Road, Morenci, Michigan 49256 Tax Parcel No.: SE0-202-1050-00

Property Address: 6000 W. Yankee Road, Morenci, Michigan 49256 Tax Parcel No.: SE0-202-3050-00

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4, Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section, 3,318.7 feet; thence South Oo40' West 874.3 feet; thence South 89°50' East 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West quarter line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of beginning,

EXCEPTING AND RESERVING TIIBREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South,

Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast comer of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road; thence North 50°10'00" East along said centerline

744.52 feet to the place of beginning.

3. Corrected description. The Instrument should have contained the following description of the property:

Land in the Township of Seneca, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section 3,318.7 feet; thence South 0°40' West 874.3 feet; thence South 89°50' East, 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West 1/4 line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of beginning;

EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast corner of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road: thence North 50°10'00" East along said centerline

744.52 feet to the place of beginning.

Parcel 2:

Land described as commencing at the Northwest corner of Section 2, Town 9 South, Range 2 East, thence running South on the Section line 128 rods; thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning;

ALSO, a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad;

ALSO, the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2, Town 9 South, Range 2 East;

ALSO, following two (2) portions of the 66 foot wide right-of-way of the Detroit,

Toledo and Ironton Railroad Company located in Section 2, Town 9 South, Range 2 East to wit:

1) That part of the R/W located in the North 128 rods of Section 2.

2) That part of the R/W located in and East of and adjacent to the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2.

EXCEPTING THEREFROM land described as commencing 300 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence East 180 feet; thence South 180 feet; thence West 180 feet; thence North 180 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing 185 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet; thence East 115 feet; thence North 180 feet; thence West 115 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing at the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet along said Section line; thence East 185 feet; thence North 180 feet; to said Section line; thence West 185 feet to the place of beginning.

The Instrument is revised and amended to delete the description originally stated in the Instrument and to replace it with the revised description as stated in this document.

Except as stated in this document, the Instrument is unchanged, in full force and effect, and is ratified by Grantors and Grantees.

GRANTORS:

Dated this 11 day of November, 2022.

Signed by:

Gary D. Rathbur, Personal Representative of the Estate of Betty J. Rathbun, Deceased

STATE OF Michigan

COUNTY OF Lenzuse

, 2022, before me, a Notary Public, in and for said County, personally appeared Gary L. Rathbun, Personal Representative of the Estate of Betty J. Rathbun, Deceased, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act

and deed, on behalf of said estate.

JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

NOTARY PUBLIC (SEAL)

Dated this 11 day of November , 2022.

Signed by:

Harold W. Rathbun, Personal Representative of the Estate of Betty J. Rathbun, Deceased

STATE OF Michigan

COUNTY OF Lenzwee

, 2022, before me, a Notary Public, in and for said County, personally appeared Harold W. Rathbun, Personal Representative of the Estate of Betty J. Rathbun, Deceased, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed, on behalf of said estate.

NOTARY PUBLIC (

JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

GRANTEES:

Dated this 11 day of November, 2022.

Signed by:

. Rathburn, Successor Co-Trustee of the etty J. Rathbun Living Trust

STATE OF Michigan

COUNTY OF Lenzwee

, 2022, before me, a Notary Public, in and for said County, personally appeared On November 11 Gary L. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed, on behalf of said estate.

NOTARY PUBLIC (SEA

JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

Page 138

Dated this 11 day of November, 2022.

Signed by:

Harold W. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust

STATE OF Michigan

COUNTY OF Lenzuses

, 2022, before me, a Notary Public, in and for said County, personally appeared Harold W. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed, on behalf of said estate.

NOTARY PUBLIC (SEAL)

JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

Drafted by and when recorded return to:

Katrin E. McBroom, Semro, Henry & Barga, Ltd., 7255 Crossleigh Court, Suite 104, Toledo, Ohio 43617

REAL ESTATE SALES AGREEMENT

This Agreement is made this <u>14</u>th day of <u>October</u>, 2022 ("Effective Date"), by and between Betty Rathbun of 6875 West Yankee Road, Morenci, Michigan 49256("Seller") and Sunryz Dairy, LLC, a Michigan limited liability company, of 8460 W. Mulberry Rd., Morenci, Michigan 49256 ("Buyer").

1. <u>Description of Property</u>. Seller does hereby agree to sell to Buyer and Buyer does hereby agree to purchase from Seller, certain building improvements, personal property and real estate consisting of approximately 100 acres and located in Seneca Township, Lenawee County, Michigan with Parcel Numbers SEO-202-1050-00; SEO-202-3050-00; and SEO-123-2800-00 and described as follows:

See Exhibit 1

("Premises" or "Property") subject to any existing building and use restrictions, zoning ordinances and easements, if any. For definitional purposes only within this Agreement, the term Premises includes the real estate improvements and certain items of personal property.

2. <u>Items Included in Sale</u>. Improvements and appurtenances included in the purchase price, if now on the Premises, include one house, out buildings, fixtures and equipment therein more particularly described, including specifically: lighting fixtures and their shades; drapery and curtain hardware; window shades and blinds; screens and storm windows and doors; stationary laundry tubs; water softener (unless water softener is rented); water heater; incinerator; heating and air conditioning equipment; water well; pump and pressure tank, if any; built-in kitchen appliances, including garbage disposal; wall to wall carpeting, if attached; all attached mirrors and bathroom mirrors; mail box; plantings and trees; garage door opener and control(s).

3. <u>Purchase Price</u>. The purchase price for the Premises shall be One Million and no/100 Dollars (\$1,000,000.00).

4. <u>Payment of Purchase Price</u>. Subject to adjustments as set forth herein, Buyer shall pay the full purchase price at closing upon execution and delivery of a warranty deed from all liens but otherwise subject to matters of record and together with all land divisions.

5. <u>Title Work</u>. Buyer shall obtain a title insurance commitment and provide a copy to Seller. Any objections to Seller's title as disclosed on the title insurance commitment which are not raised in writing by Buyer within fifteen (15) days after Buyer's receipt of the title commitment shall be deemed waived. Notwithstanding, Seller shall pay, at closing, all liens and monetary encumbrances affecting the Premises. If objection to the title is made, Seller shall have thirty (30) days from the date notified in writing of the particular defects claimed, either (i) to remedy the title defects; (ii) to obtain title insurance as to such defects in a form acceptable to Buyer; or (iii) terminate this Agreement. If the Seller remedies the title defect, or obtains such title insurance within the time specified, Buyer agrees to complete the sale as soon as all documents have been prepared and all contingencies have been satisfied. If Seller is unable to remedy the title defects or obtain such title insurance within the time specified, this Agreement shall terminate.

6. <u>Property Taxes and Assessments</u>. All real estate taxes, if any, shall be prorated to the date of closing on a calendar year basis as if taxes are paid in arrears. If applicable tax bills are not available for the year of closing, then the prior year tax bills shall be utilized to prorate taxes. If the tax bills include property in addition to the Premises being sold, then Buyer's prorated share of the tax bills which is subject to proration shall be determined by multiplying the tax bill by a fraction, the numerator of which is the acreage of the Premises and the denominator is the acreage included within the tax bill.

7. <u>Lead Paint Warning</u>. Buyer waives the right to receive any federal lead paint disclosure forms from Seller or any lead paint disclosures which Seller is otherwise obligated to make.

8. <u>Seller Disclosure Act</u>. Buyer waives compliance with any applicable Seller Disclosure Act.

9. Possession.

(a) Seller shall deliver possession of Premises to Buyer at closing. Except as set forth herein, Buyer accepts the Premises AS IS and with all defects, known or unknown.

(b) Seller shall have until the end of 2022 to remove personal property from the Property and, if not removed, shall be deemed abandoned to Buyer.

(c) Seller represents and warrants that there will be no tenant interest in the Property following the end of the 2022 growing season.

10. <u>Closing and Closing Costs</u>. The closing shall take place after all contingencies are met but not later than December 1, 2022. Seller shall pay for all transfer taxes and for an owner's title policy in the amount of the purchase price. Buyer shall pay for the cost to record the deed. All other closing costs shall be split equally.

11. **Broker's Fees.** The parties hereto agree that no real estate broker is involved in this sale and that no commissions are owed to any party. Each party shall indemnify the other for any breach of this section which causes damage to the other party.

12. Additional Terms and Conditions.

(a) The parties mutually agree, each in good faith, to take all steps reasonably necessary to facilitate the purchase and sale as contemplated in this Agreement and execute such documents reasonably necessary to carry out, and otherwise put into effect, the terms and provisions hereof, including obtaining execution of documents under the control of some other party.

(b) Time is of the essence of this Agreement.

(c) Regardless of which party was responsible for the preparation of this Agreement, this Agreement shall not be construed more strictly against either party.

(d) Seller or Buyer may assign this agreement to effectuate a tax free 1031 exchange.

(e) This agreement may be executed in counterpart and by facsimile signature or a signature applied to a pdf document.

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

SELL Betty Rathbun-TE

BUYER: Sunryz Dairy, LLC

By: Cornelis Ryzebo Its: Member

999999:CKREMER:6696818-1

Lenawee County Planning Commission

Staffed by the Region 2 Planning Commission (R2PC) 120 W. Michigan Avenue • Jackson, MI 49201 Phone (517) 788-4426 • Fax (517) 788-4635

PA 116 FARMLAND AGREEMENT | FA #23-21

Applicant(s):	Sunryz Dairy, LLC 8460 West Mulberry Road Morenci, MI 49256
Date:	October 16, 2023
Local Government:	Seneca Township
Purpose:	Enrollment application
Location:	The subject property (ID #SE0-123-2800-00) is located on the west side of Elliott Highway, in Section 23 of the Township (T8S, R2E).
Description:	The subject property has an area of approximately 23.263 acres, all of which are cultivated for cash crops. No buildings are located on the property.
Term:	10 years.
Future Land Use:	The <i>Lenawee County Comprehensive Land Use Plan</i> places the subject property in an area recommended for 'agricultural' uses.
Staff Comments:	None.
Staff Advisement:	Based upon this analysis, staff advises the Lenawee County Planning Commis- sion to recommend <i>APPROVAL</i> of the PA 116 application to the Seneca Town- ship Board.
Attachment(s):	
Backgrou	ind information provided by the applicant (township

• Background information provided by the applicant/township.

This page is intentionally blank.

Michigan FARMLAND AND OPEN SPACE	OFFICIAL USE ONLY
PRESERVATION PROGRAM	Local Governing Body:
Application for Farmland Agreement	Date Received
Ageniculture A Rural Development	Application No:
Part 361 of the Natural Resources and Environmental	State:
Protection Act, 1994 Act 451 as amended, more	Date Received
commonly known as PA 116.	Application No:
Please print or type. Attach additional sheets as	Approved:Rejected
needed. Please read the Eligibility and Instructions document before filling out this form.	
ALL APPLICATIONS MUST BE AP	PROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER T	TO BE EFFECTIVE FOR THE CURRENT TAX YEAR
I. Personal Information:	
1. Name(s) of Applicant: SUNRUZ Dain Last	First Initial
L'ast	First Initia
(If more than two see #15)Last	First Initial
Last Marital status of all individual men listed on application	1 mot
Married Single	
2. Mailing Address: 8440 West Mulbe	City Kd. Morenci, MI 49256 State Zip Code
Street	City State Zip Code
3. Telephone Number: (Area Code) (23)) 215-1	845
4 Alternative Telephone Number (cell work etc.): (Ari	rea Code) (23)) _225 - 525!
4. Alternative relephone Number (cell, work, clc.). (Alternative relephone Number (cell, work, clc.).	
5. E-mail address: ryzeboltar magn	nail.com
II. Property Location (Can be taken from the Deed/Land 6. County: <u>Lenawce</u> 7	. Township, City or Village: Seneca
8. Section No. <u>23</u> Town No. <u>8</u>	Range No. 2
 Is there a tax lien against the land described above 	sment or tax bill with complete tax description of property.
12. Does the applicant own the mineral rights? X Y If owned by the applicant, are the mineral rights le Indicate who owns or is leasing rights if other than	Yes ☐ No eased? ☐ Yes ⊠ No In the applicant:
something other than agricultural purposes:	agreement (other than for mineral rights) permitting a use for es XNo If "Yes", indicate to whom, for what purpose and the
number of acres involved: 14. Is land being purchased under land contractY Name: Address:	
Street	City State Zip Coo
vendor (sellers) must agree to allow the land cit the land contract sellers sign below. (All sellers r	
Land Contract Vendor(s): I, the undersigned, un into the Farmland and Open Space Preservation	iderstand and agree to permit the land cited in this application n Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

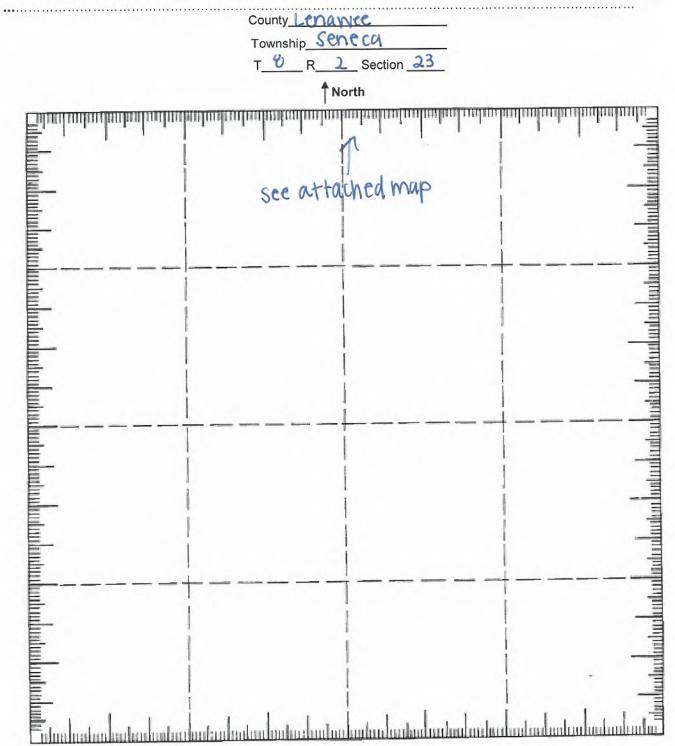
2 co Co Es	or more person prporation tate	ons having a	joint or com Lii Ti	mon interest mited Liabilit; rust	in the land y Company	2	Partnership Association	
lf applicable, Treasurer; or	list the follow Trustee(s); o	ving: Individua or Members;	al Names if or Partners;	more than 2 l or Estate Re	Persons; or P presentative	President, Vio (s):	ce President, S	ecretary,
Name:	orneli	S RYZC	601			Title:	owner	
Name:B	rittany	J Ryze	2601			Title:	owner	
Name:						Title:		
Name:						Title:		
					iched on a se			
		lifications: Ch	eck one an	d fill out corre	ect section(s)			
	plication is f	or more —		complete only	Section 16 ((a thru a);		
×	h E coros or	more but les	s than 40 at	cres	cor	mplete only \$	Sections 16 and	d 17; or
	D. 5 acres of	y farm	5 (nan +0 a)		ly Sections 1	6 and 18.		
16. а. Тур	be of agricult	tural enterpris	e (e.g. lives	LOCK, CASH CI	ops, muit, etc).		
h Tot	al number o	f acres on th	is farm	3.263				
c.Tota	al number of	acres being a	applied for (if different th	an above):			
d Acr	oppo in culti	vation 2	3,263					
e. Acr	eage in clea	red, fenced, i	mproved pa	sture, or har	vested grass	land:		
f. All c	other acres (s	swamp, wood	s, etc.)	//f	ana huilding	indicate the	number of bui	Idinas):
g. Ind	licate any str	uctures on th	e property:	(If more than	one building	, indicate the	e number of bui	lungs).
No. of	Buildings	Residence.			Barn:		Tool Shed	:
Silo		Grain Storad	e Facility:		Grain L	Drying Facilit	iy:	
Poultry	y House:		Milkin	g Parlor:		Milk H	House:	
17. To c ave	qualify as ag rage gross a	ricultural land	of 5 acres e of \$200.00	or more but le per acre from	m the sale of	agricultural		of the last 3 years
			22 2	103	=	• 222	53	(per acre)
tota	al income	;	tota	l acres of tilla	ble land			
	-l	annual incol	mo from an	adricultural II	SP OT 32 UUU	UU OI IIIOIE.	acres or more i If a specialty f ng application f	n size, and arm, indicate rom the sale of

G	a series and a series of the s
Application for Farmland Agreement	Page 3
19. What is the number of years you wish the agreement to	run? (Minimum 10 years, maximum 90 years); 10
	····· (·······························
 V. Signature(s): 20. The undersigned declare that this application, including a examined by them and to the best of their knowledge and the statement of the statement	any accompanying informational material, has been Id belief is true and correct.
× / /ht	SurRuz Drin
(Signature of Applicant)	(Corporate Name, If Applicable)
V BOARN	Bornha
(Co-owner, If Applicable)	(Signature of Corporate Officer)
× 712/122	member
(Date)	(Title)
ALL APPLICATIONS MUST BE APPRON ON OR BEFORE NOVEMBER 1 IN ORDER TO BE	VED BY LOCAL GOVERNING BODY EFFECTIVE FOR THE CURRENT TAX YEAR.
RESERVED FOR LOCAL GOVERNMENT USE: C	LERK PLEASE COMPLETE SECTIONS I & II
I. Date Application Received:(Note:	Local Governing Body has 45 days to take action)
Action by Local Governing Body: Jurisdiction:	
Action by Local Governing Body. Gundalouon.	County Township City Village
This application is approved, rejected Da	ate of approval or rejection:
(If rejected, please attach statement from Local Governing	
Clerk's Signature:	
Property Appraisal: \$Is the curre	nt fair market value of the real property in this application.
II. Please verify the following: Upon filing an application, clerk issues receipt to the Clerk notifies reviewing agencies by forwarding a cop	landowner indicating date received. by of the application and attachments
If rejected, applicant is notified in writing within 10 da attachments, etc. are returned to the applicant. Appl	ays stating reason for rejection and the original application,
If approved, applicant is notified and the original appl	lication, all supportive materials/attachments, and
letters of review/comment from reviewing agencies (i	f provided) are sent to:
MDARD-Farmland and Open Space Program, PO	Box 30449, Lansing 48909
*Please do not send multiple copies of application mailings without first contacting the Farmland F	ons and/or send additional attachments in separate Preservation office.
Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is	Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:
required):	Copy of Deed or Land Contract (most recent
COPY SENT TO:	showing <u>current ownership</u>)
County or Regional Planning Commission	Copy of most recent Tax Bill (must include <u>tax description</u> of property)
Conservation District	
Township (if county has zoning authority)	Map of Farm
City (if land is within 3 miles of city boundary)	Copy of most recent appraisal record
Village (if land is within 1 mile of village boundary)	Copy of letters from review agencies (if available)
	Any other applicable documents

Questions?	Please call	Farmland	Preservation at	(517)) 284-5663
------------	-------------	----------	-----------------	-------	------------

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.



SE0-123-2800-00

Q, Zoom Tax Parcels Tax Parcel Fields

Tax ID Liber/Page Owner 1 Owner 2

BSA Link Acre Calc Acre Rec Gov Unit Prop Address City Prop Address Note

SE0-123-2800-00 2647-746

SUNRYZ DAIRY LLC

10000 ELLIOTT HWY BLK

Prop Address

BLK

MORENCI 22.827 23.263 View

SEO SEO

Tax Unit



pert	Owner: SUNRYZ D	JAIRY II (
	Information					
Assesse	d Value: \$54,000 Taxable Va	alue: \$21,640	2	 Property Tax in 	formation found	
wner	and Taxpayer Inform	nation				
Owner	8	SUNRYZ DAIRY LLC 3460 W MULBERRY RD MORENCI, MI 49256	Taxpayer	S	EE OWNER INFORMATION	
egal D	Pescription					
752 FT 89^50' D LI W 82^26' ther II	EC 23 105 RZE DES AS CO TO THE CNTRLI OF THE Æ E 567.5 FT TO THE E LI OF ITH THE CNTRLI OF WEST 40°W 576.75 FT TH N PAR	MMI AF THE NE COR OF THE ANGLING RD TH S50^10'W A SD SEC TH N ALG SD E LI 2,6 ON RD AT A PT LOC 411,85 F	NET/4 OF SD SEC TH LG THE CNTRLI OF TI 536.8 FT TO THE POB T S FROM THE NE CC 4 FT TO THE CNTRLI (I W ALG THE N HE ANGLING RI EXC LD DES AS DR OF SD SEC &	NRD SD PARCEL BEING PT OF THE I LI OF SD SEC 3,318.7 FT TH S0^40'V 2 30 FT TH S 1,741.51 FT TO THE E- COMM ON THE E LI OF SD SEC WI RUNN TH S ALG THE E LI OF SD SE TH N50^10'00'' E ALG SD CNTRLI 7	N 874.3 FT TH S89^50'E N 1/4 LI OF SD SEC TH TH THE INTERSECTION OF
	A second se	a different Payment Da	te			
Ju can	change your anticipate.	d poursont data in andar ta				
r a Payı	ment Date 5/10/20:			ts due as of th	e specified date for this property	
	ment Date 5/10/20:					
r a Payı x Hist	ory	23 Recalculate	e	ts due as of th Last Paid 02/02/2023	Total Due	
r a Payı x Hist Year	ory Season Winter	23 Recalculate	e Total Paid \$455.88	Last Paid 02/02/202:	Total Due	
r a Payı x Hist Year	ment Date 5/10/202 ory Season Winter General Information School District Taxable Value	23 Recalculate Total Amount \$455.88 20 for 2022 Winter Taxes 46100 \$21,640 101 - AGRICULTURAL-	e Total Paid \$455.88 s PRE/MBT S.E.V.	Last Paid 02/02/2023	Total Due 3 \$0.00 100.0000% \$54,000	
r a Payı x Hist Year	ment Date 5/10/202 ory Season Winter General Information School District Taxable Value Property Class	23 Recalculate Total Amount \$455.88 on for 2022 Winter Taxes 46100 \$21,640 101 - AGRICULTURAL- IMPROVED	e Total Paid \$455.88 S PRE/MBT S.E.V. Assessed Val	Last Paid 02/02/202: ue Number	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000	
r a Payı x Hist Year	ment Date 5/10/202 ory Season Winter General Information School District Taxable Value Property Class Tax Bill Number	23 Recalculate Total Amount \$455.88 on for 2022 Winter Taxes 46100 \$21,640 101 - AGRICULTURAL- IMPROVED No Data to Display	e Total Paid \$455.88 \$ PRE/MBT S.E.V. Assessed Val Last Receipt	Last Paid 02/02/202: ue Number	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000	
r a Payı x Hist Year	ment Date 5/10/203 ory	23 Total Amount \$455.88 20 for 2022 Winter Taxes 46100 \$21,640 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$451.37 \$4.51	e Total Paid \$455.88 S PRE/MBT S.E.V. Assessed Val Last Receipt Number of P Base Paid Admin Fees I	Last Paid 02/02/202: ue Number Paid	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000 \$54,000 000000588 1 \$451.37 \$4.51	
r a Payı x Hist Year	ment Date 5/10/203	23 Total Amount \$455.88 20 for 2022 Winter Taxes 46100 \$21,640 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$451.37 \$4.51 \$0.00	e Total Paid \$455.88 S PRE/MBT S.E.V. Assessed Val Last Receipt Number of P Base Paid Admin Fees I Interest Fees	Last Paid 02/02/202: ue Number Paid	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000 \$54,000 000000588 1 \$451.37 \$4.51 \$0.00 \$0.00	
r a Payı x Hist Year	ment Date 5/10/203 ory	23 Total Amount \$455.88 26 for 2022 Winter Taxes 46100 \$21,640 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$451.37 \$4.51 \$0.00 \$455.88	e Total Paid \$455.88 S PRE/MBT S.E.V. Assessed Val Last Receipt Number of P Base Paid Admin Fees I	Last Paid 02/02/202: ue Number Paid	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000 \$54,000 000000588 1 \$451.37 \$4.51	
r a Payı x Hist Year	ment Date 5/10/200 ory	23 Total Amount \$455.88 20 for 2022 Winter Taxes 46100 \$21,640 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$451.37 \$4.51 \$0.00	e Total Paid \$455.88 S PRE/MBT S.E.V. Assessed Val Last Receipt Number of P Base Paid Admin Fees I Interest Fees	Last Paid 02/02/2023 ue Number rayments Paid Paid	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000 \$54,000 000000588 1 \$451.37 \$4.51 \$0.00 \$0.00	
r a Payı x Hist Year	ment Date 5/10/203 ory	23 Recalculate Total Amount \$455.88 246100 \$21,640 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$451.37 \$4.51 \$0.00 \$455.88 Not Available	e Total Paid \$455.88 S PRE/MBT S.E.V. Assessed Val Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid	Last Paid 02/02/2023 ue Number rayments Paid Paid	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000 \$54,000 000000588 1 \$451.37 \$4.51 \$0.00 \$455.88	
r a Payı x Hist Year	ment Date 5/10/203 ory	23 Recalculate Total Amount \$455.88 246100 \$21,640 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$451.37 \$4.51 \$0.00 \$455.88 Not Available	e Total Paid \$455.88 S PRE/MBT S.E.V. Assessed Val Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Last Paid 02/02/2023 ue Number rayments Paid Paid	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000 \$54,000 000000588 1 \$451.37 \$4.51 \$0.00 \$455.88	
r a Payı x Hist Year	ment Date 5/10/200 ory	23 Recalculate Total Amount \$455.88 246100 \$21,640 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$451.37 \$4.51 \$0.00 \$455.88 Not Available	e Total Paid \$455.88 S PRE/MBT S.E.V. Assessed Val Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Last Paid 02/02/202: ue Number Paid Paid Paid	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000 \$54,000 000000588 1 \$451.37 \$4.51 \$0.00 \$455.88 Not Available 1	
r a Payı x Hist Year	ment Date 5/10/200 Ory Season Season Winter General Information School District Taxable Value Property Class Tax Bill Number Last Payment Date Base Tax Admin Fees Interest Fees Total Tax & Fees Renaissance Zone Tax Bill Breakdown Taxing Authority Taxing Authority	23 Recalculate Total Amount \$455.88 246100 \$21,640 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$451.37 \$4.51 \$0.00 \$455.88 Not Available	e Total Paid \$455.88 S PRE/MBT S.E.V. Assessed Val Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Last Paid 02/02/2023 ue Number rayments Paid Paid Paid Paid	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000 \$54,000 000000588 1 \$451.37 \$4.51 \$0.00 \$455.88 Not Available Amount	Amount Paid
r a Payı x Hist Year	ment Date 5/10/203 ory	23 Recalculate Total Amount \$455.88 246100 \$21,640 101 - AGRICULTURAL- IMPROVED No Data to Display 02/02/2023 \$451.37 \$4.51 \$0.00 \$455.88 Not Available	e Total Paid \$455.88 S PRE/MBT S.E.V. Assessed Val Last Receipt Number of P Base Paid Admin Fees I Interest Fees Total Paid Mortgage Co	Last Paid 02/02/202: ue Number Paid Paid Paid Paid Millage Rate 0.747800	Total Due 3 \$0.00 100.0000% \$54,000 \$54,000 \$54,000 000000588 1 \$451.37 \$4.51 \$0.00 \$455.88 Not Available Amount \$16.18 \$16.18	Amount Paid \$16.18

	Taxing Authority			Millage Rate	Amount	Amount Paie
	LENAWEE INT SCH			7.292200	\$157.80	\$157.80
	SCHOOL DEBT			7.960000	\$172.25	\$172.25
	SCHOOL OPER			18.000000	\$0.00	\$0.00
	TWP TAX	/P TAX 0.998300		0.998300	\$21.60	\$21.60
	ROADS/BRIDGES			1.996600	\$43.20	\$43.20 \$26.99
	STAIR DIST LIB			1.247300	\$26.99	
	NILE EXT.			0.000000	\$7.12	\$7.12
	Admin Fees				\$4.51	\$4.51
	Interest Fees				\$0.00	\$0.00
	interest rees					
	Click here for a printer frier	ndly version of Winter 202;	2 Tax information	38.530700	\$455.88	\$455.88
2022	<u>Click here for a printer frier</u> Summer	ndly version of Winter 202; \$249.15				\$455.88
2022			2 Tax information \$249.15 \$440.44	07/25/2022	\$0.00	\$455.88
	Summer	\$249.15	\$249.15	07/25/2022 12/14/2021	\$0.00 \$0.00	\$455.88
2021	Summer Winter	\$249.15 \$440.44	\$249.15 \$440.44	07/25/2022	\$0.00	\$455.88
2021	Summer Winter Summer	\$249.15 \$440.44 \$241.19	\$249.15 \$440.44 \$241.19	07/25/2022 12/14/2021 07/19/2021	\$0.00 \$0.00 \$0.00	\$455.88
2021 2021 2020	Summer Winter Summer Winter	\$249.15 \$440.44 \$241.19 \$434.09	\$249.15 \$440.44 \$241.19 \$434.09	07/25/2022 12/14/2021 07/19/2021 12/14/2020	\$0.00 \$0.00 \$0.00 \$0.00	\$455.88
2021 2021 2020 2020	Summer Winter Summer Winter Summer	\$249.15 \$440.44 \$241.19 \$434.09 \$237.87	\$249.15 \$440.44 \$241.19 \$434.09 \$237.87	07/25/2022 12/14/2021 07/19/2021 12/14/2020 07/24/2020	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$455.88
2021 2021 2020 2020 2020 2019	Summer Winter Summer Winter Summer Winter	\$249.15 \$440.44 \$241.19 \$434.09 \$237.87 \$425.81	\$249.15 \$440.44 \$241.19 \$434.09 \$237.87 \$425.81	07/25/2022 12/14/2021 07/19/2021 12/14/2020 07/24/2020 12/18/2019	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$455.88

**Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2023 BS&A Software, Inc.

LENAWEE COUNTY TREASURER TAX CERTIFICATE NO 2395

11-15-2022 Chin Van Dyke JM

LIBER 2041 1 01 3 PAGE UD/U STATE OF MICHIGAN - LENAWEE COUNTY RECORDED 11/15/2022 01:22:14 PM Received 11/15/2022 11:54:57 AM D.FI Carolyn S. Bater , REGISTER OF DEEDS \$30.00



NOVEMBER 15, 2022 RECEIPT # 1037033 TRANSFER TAX

\$1,100.00- CO \$7,500.00- ST Stamp # 41834

FIDUCIARY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That on this 11 day of November. 2022. Gary L. Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust, whose address is 12300 Country Road 16, Wauseon, Ohio 43567.

Conveys to Sunryz Dairy, LLC, a Michigan Limited Liability Company, whose address is 8460 West Mulberry Road. Morenci, Michigan 49256, the following described premises located in the Township of Seneca, County of Lenawee. and State of Michigan, described as follows:

SEE THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBIT A

for the full consideration of one million 00/100 \$1,000,000.00, subject to easements and restrictions of record.

Dated this 11 day of November. 2022.

Signed byz Cary 12: Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust

Harold W. Rathbun, Successor Co-Trustee of the Betty J. **Rathbun Living Trust**

STATE OF Michigin COUNTY OF LEALWEL

_____. 2022, before me, a Notary Public, in and for said County, personally appeared Gary L. On Nousenber 11 Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed, on behalf of said estate.

> JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

NOTARY PUBLICYSEAL

Dated this 11 day of November, 2022.

.



FIDUCIARY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That on this 11 day of November, 2022, Gary L. Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust, whose address is 12300 Country Road 16, Wauseon, Ohio 43567.

Conveys to Sunryz Dairy, LLC, a Michigan Limited Liability Company, whose address is 8460 West Mulberry Road, Morenci, Michigan 49256, the following described premises located in the Township of Seneca, County of Lenawee, and State of Michigan, described as follows:

SEE THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBIT A

for the full consideration of one million 00/100 \$1,000,000.00, subject to easements and restrictions of record.

Dated this 11 day of November 2022.

Signed by Bathbun, Successor Co-Trustee of the Betty J. in Living Trust

Harold W. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust

STATE OF Michigen COUNTY OF Jenawes

On <u>Nocease</u>, 2022, before me, a Notary Public, in and for said County, personally appeared Gary L. Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed, on behalf of said estate.

JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

NOTAR VPUBLIC (SEAL)

Dated this 11 day of November, 2022.

Instrument Drafted by: <u>Timothy J. Semro (P55157)</u> Business Address: 7255 Crossleigh Ct., Suite 104, Toledo, Ohio 43617

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

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

EXHIBIT A

Parcel 1:

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section 3,318.7 feet; thence South 0°40' West 874.3 feet; thence South 89°50' East, 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West 1/4 line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of beginning;

EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast corner of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road; thence North 50°10'00" East along said centerline

744.52 feet to the place of beginning.

Parcel 2:

Land described as commencing at the Northwest corner of Section 2, Town 9 South, Range 2 East, thence running South on the Section line 128 rods; thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning;

ALSO, a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad;

ALSO, the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2, Town 9 South, Range 2 East;

ALSO, following two (2) portions of the 66 foot wide right-of-way of the Detroit,

Toledo and Ironton Railroad Company located in Section 2, Town 9 South, Range 2 East to wit:

1) That part of the R/W located in the North 128 rods of Section 2.

2) That part of the R/W located in and East of and adjacent to the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2.

EXCEPTING THEREFROM land described as commencing 300 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence East 180 feet; thence South 180 feet; thence West 180 feet; thence North 180 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing 185 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2

East; thence South 180 feet; thence East 115 feet; thence North 180 feet; thence West 115 feet to the place of beginning; ALSO EXCEPTING THEREFROM land described as commencing at the Northwest

corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet along said Section line; thence East 185 feet; thence North 180 feet; to said Section line; thence West 185 feet to the place of beginning.

Property Address: 6875 W. Yankee Road, Morenci, Michigan 49256 Tax Parcel No.: SE0-202-1050-00

Property Address: 6000 W. Yankee Road, Morenci, Michigan 49256 Tax Parcel No.: SE0-202-3050-00

Property Address: 10000 Elliott Hwy., Morenci, Michigan 49256 Tax Parcel No.: SE0-123-2800-00

Michigan Department of Treasury 3676 (Rev. 12-18)			This form is issued under authority of P.A. 260 2000 and P.A. 378 of 2006. Filing is mandatory
Affidavit Attesting Qualified Agricu	Itural Prope	rty Shall Remain	n Qualified Agricultural Propert
1. Street Address of Property			2. Name of County
10000 Elliott Hwy Blk, 6875 W. Yankee Rd	Yankee Rd. Blk	Lenawee	
3. City/Township/Village Where Real Estate is Located	DIK & 0000 11.	Turntoo Hu. Dat	
Seneca			City X Township Village
4. Name of Property Owner(s) (Print or Type Legibly)		5. Property ID Number (fro	om Tax Bill or Assessment Notice)
SunRyz Daily, LLC, a Michigan limited liabi	lity company	SE0 122 2800 00	SE0-202-1050-00 & SE0-202-3050-00
6. Legal Description (Legal description is required; attach addi	tional chaots if	7 Percentage of this prop	erty that is, and will remain Qualified Agricultural Troporty
necessary) See attached Exhibit A	lional sheets if	(Do Not Include Qualified	100 %
	-mail Address		Partial transfer under MCL 211.27a(6)(K)? See Page 2
8. Daytime Telephone Number 9. E	-mail Address		Yes No
I certify that the information above is true and com currently is, and will remain, qualified agricultural Dated: November 11 , 20_22	Signed Name (Printed	or Type) Cornelis Ry	
Dated: <u>November 11 , 20 22</u>	Title Member Signed	or Type) Brittany Ryz	1
STATE OF MICHIGAN)) ss.	,		
COUNTY OF Lenawee		now named nerson(s)	Cornelis Ryzebol & Brittany Ryzebol,
On this <u>11</u> day of <u>November</u> , <u>Members of *</u> , each personally appeared b person's free act and deed and affirmed that the and belief. *SunRyz Dairy, LLC, a Michigan limited lia	efore me. Each ad contents of this ad ability company	fidavit are true to the t	best of that person's information, knowledge
JENNIFER CHITTENDEN	PRINT/TYPE N	NAME: Jenniler Chitt	tenden
Natany Rublic Lenawee Co., MI	NOTARY DUR		Lenawee County, Michigar
My Comm. Expires Aug. 22, 2025		Long	awee County
My Commi Expires o			
(NOTARY SEAL)	My commission	n expires: 08/22/202	5
Drafter's Name _ Jennifer Chittenden, America	an Title Agency	of Lenawee	
Deather's Address 202 North Main Street, Adri	an, MI 49221		
EAD LOCAL COVERNMENT LISE ONLY	FTER THE INS	TRUMENT IS RECO	ORDED WITH THE REGISTER OF DEED
Is the percentage stated above in number 7 the	current percentag	ge of the property that	
If NO, what is the correct percentage of the property t	hat is currently Qua	imed Agricultural Propert	Date
Assessor's Signature	•		

LIBER 2041 PAGE UD/3 TOT2 STATE OF MICHIGAN - LENAWEE COUNTY RECORDED 11/15/2022 01:22:17 PM AF.AG Received 11/15/2022 11:54:57 AM Carolyn S. Bater , REGISTER OF DEEDS \$30.00



Michigan Department of Treasury 3676 (Rev. 12-18)			20	00 and P.A. 378 of 200	aulhority of P.A. 260 of 6. Filing is mandalory.
Affidavit Attesting Qualified	Agricultural Prop	erty Shall Remai	in Qualif	ied Agricultu	Iral Property
Amoavit Attesting Qualitieu /	Agricultural 1 top		2. Name o	County	
1. Street Address of Property		Yankee Rd Blk	Lenaw	ee	
10000 Elliott Hwy Blk, 6875 W. Yan	Kee Ru Dik a 0000 W	, Territor rid. Din		Township	Village
3. City/Township/Village Where Real Estate is Loca	160		City		
Seneca 4. Name of Property Owner(s) (Print or Type Legibly	0	5. Property ID Number (I	rom Tax Bill or A	Assessment Notice)	
4. Name of Property Owner(s) (Plant of Type Legisla	ed liability company	000 400 0000 00	CE0.202	1050-00 & SEO	-202-3050-00
SunRyz Daily, LLC, a Michigan limit 6. Legal Description (Legal description is required; a	attach additional sheets if	7 Percentage of this pro	nerty that is, an	d will remain Qualineo	Agricultural Property
6. Legal Description (Legal description is required, in necessary) See attached Exhibit A		(Do Not Include Qualified	Forest Frogra		100 %
8. Daytime Telephone Number	9. E-mail Address		Partial tran	sfer under MCL 211.27	7a(6)(K)? See Page 2
8. Dayline releptore nomber				Yes	
I certify that the information above is true a currently is, and will remain, qualified agri Dated: <u>November 11</u> , 202	Name (Printer	d or Type) Cornelis R			
	Title Membe	En al			
Dated: November 11 , 20 2		RARKI	1		
Dated: November 11	Name (Printer	d or Type) Brittany Ry	zebol		
	Title Membe				
	Tille Method				
STATE OF MICHIGAN)					
) \$\$.					
COUNTY OF Lenawee			0		
On this 11 day of Novembe	r, 20 22, the a	above-named person(s	Cornelis	Ryzebol & Britta	ny Ryzebol,
	eared before me. Each	acknowledged that the	persons ex	person's informat	ion knowledge
Members of,each personally app person's free act and deed and affirmed t		amoavinare inte to the	year or mar	A	ion, momenge
and belief. •SunRyz Dairy, LLC, a Michigan		-Kit (Lit	end	
JENNIFER CHITTEND	EN PRINT/TYPE	NAME: Jenniter Chil	tenden		
Notory Public, Lenawee C	O., MI NOTARY PUR		Lenawee		County, Michigan
My Comm. Expires Aug. 2	2, 2025 Acting in		awee	(County
	noung in	on expires: 08/22/202			,
(NOTARY SEAL)					
Drafter's Name _ Jennifer Chittenden, A	American Tille Agency	OILenawee	and the second second second		
Drafter's Address 202 North Main Street					
FOR LOCAL GOVERNMENT USE	ONLY AFTER THE INS	STRUMENT IS RECO	ORDED WI	TH THE REGIST	TER OF DEEDS
Is the percentage stated above in number	er 7 the current percenta	age of the property that	is Qualified	Yes	
Agricultural Property?				لسبا	
If NO, what is the correct percentage of the pr	operty that is currently Qu	alified Agricultural Proper			
Assessor's Signature			D	ate	

EXHIBIT A

Land in the Township of Seneca, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section 3,318.7 feet; thence South 0°40' West 874.3 feet; thence South 89°50' East, 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West 1/4 line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of beginning;

EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast corner of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road; thence North 50°10'00" East along said centerline 744.52 feet to the place of beginning.

Parcel 2:

Land described as commencing at the Northwest corner of Section 2, Town 9 South, Range 2 East, thence running South on the Section line 128 rods; thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning; ALSO, a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad;

ALSO, the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2, Town 9 South, Range 2 East; ALSO, following two (2) portions of the 66 foot wide right-of-way of the Detroit, Toledo and Ironton Railroad Company located in Section 2, Town 9 South, Range 2 East to wit:

1) That part of the R/W located in the North 128 rods of Section 2.

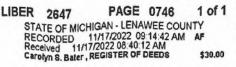
 That part of the R/W located in and East of and adjacent to the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2.

EXCEPTING THEREFROM land described as commencing 300 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence East 180 feet; thence South 180 feet; thence West 180 feet; thence North 180 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing 185 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet; thence East 115 feet; thence North 180 feet; thence West 115 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing at the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet along said Section line; thence East 185 feet; thence North 180 feet; to said Section line; thence West 185 feet to the place of beginning.

AT-6166/19





Affidavit To Correct Qualified Agricultural Property Affidavit

This Affidavit is being recorded to correct the property owner's name on the Qualified Agricultural Property Affidavit dated November 11, 2022 and recorded November 15, 2022 in Liber 2647, Page 0673, Lenawee County Records.

The property owner's name should be SunRyz Dairy, LLC, a Michigan limited liability company

American Title Agency of Lenawee

Berna. 50 By: Beth A. Fetzer, Manager

STATE OF MICHIGAN)) \$5 COUNTY OF LENAWEE)

On this 16th day of November, 2022, before me personally appeared Beth A. Fetzer, Manager of American Title Agency of Lenawee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public:

Printed Name: Jennifer Chittenden Lenawee County, Michigan Acting in Lenawee County My commission expires: 08/22/2025

Drafted by and Return to: Liz Casselman, Esq., 26000 W. 12 Mlle Rd., Southfield, MI 48034 Affidavit To Correct Qualified Agricultural Property Affidavit

This Affidavit is being recorded to correct the property owner's name on the Qualified Agricultural Property Affidavit dated November 11, 2022 and recorded November 15, 2022 in Liber 2647, Page 0673, Lenawee County Records.

The property owner's name should be SunRyz Dairy, LLC, a Michigan limited liability company

American Title Agency of Lenawee

Berna. Febr By: Beth A. Fetzer, Manager

STATE OF MICHIGAN))ss COUNTY OF LENAWEE)

On this 16th day of November, 2022, before me personally appeared Beth A. Fetzer, Manager of American Title Agency of Lenawee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public:

Printed Name: Jennifer Chittenden Lenawee County, Michigan Acting in Lenawee County My commission expires: 08/22/2025

Drafted by and Return to: Liz Casselman, Esq., 26000 W. 12 Mile Rd., Southfield, MI 48034

LIBER 2647 PAGE 0669 1 of 5 STATE OF MICHIGAN - LENAWEE COUNTY RECORDED 11/15/2022 01:22:13 PM aF Received 11/15/2022 11:54:57 AM Carolyn S. Bater, REGISTER OF DEEDS \$30.00



AFFIDAVIT TO CORRECT ERRONEOUS PROPERTY DESCRIPTION

This document is entered into on November 11, 2022, between Gary L. Rathbun and Harold W. Rathbun, Co-Personal Representatives of the Estate of Betty J. Rathbun, deceased, of 12300 County Road 16, Wauseon, Ohio 43567 (Grantors), and Gary L. Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust of 12300 County Road 16, Wauseon, Ohio 43567 (Grantees), pursuant to MCL 565.451a permitting affidavits stating facts relating to matters affecting realty and recording. Being sworn, Grantors and Grantees give record notice of the following:

1. Grant of property. Grantors are the grantors of parcels of real property that are described as:

Land in the Township of Seneca, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section 3,318.7 feet; thence South 0°40' West 874.3 feet; thence South 89°50' East, 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West 1/4 line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of beginning;

EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast corner of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road; thence North 50°10'00" East along said centerline

744.52 feet to the place of beginning.

Parcel 2:

Land described as commencing at the Northwest corner of Section 2, Town 9 South, Range 2 East, thence running South on the Section line 128 rods; thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning;

ALSO, a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad;

ALSO, the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2, Town 9 South, Range 2 East;

ALSO, following two (2) portions of the 66 foot wide right-of-way of the Detroit,

Toledo and Ironton Railroad Company located in Section 2, Town 9 South, Range 2 East to wit:

1) That part of the R/W located in the North 128 rods of Section 2.

2) That part of the R/W located in and East of and adjacent to the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2.

EXCEPTING THEREFROM land described as commencing 300 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence East 180 feet; thence South 180 feet; thence West 180 feet; thence North 180 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing 185 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2

AFFIDAVIT TO CORRECT ERRONEOUS PROPERTY DESCRIPTION

This document is entered into on November 11, 2022, between Gary L. Rathbun and Harold W. Rathbun, Co-Personal Representatives of the Estate of Betty J. Rathbun, deceased, of 12300 County Road 16, Wauseon, Ohio 43567 (Grantors), and Gary L. Rathbun and Harold W. Rathbun, Successor Co-Trustees of the Betty J. Rathbun Living Trust of 12300 County Road 16, Wauseon, Ohio 43567 (Grantees), pursuant to MCL 565.451a permitting affidavits stating facts relating to matters affecting realty and recording. Being sworn, 1. Grant of property. Grantors are the grantors of parcels of real property that are described as:

Land in the Township of Seneca, County of Lenawee, State of Michigan, described as follows:

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section 3,318.7 feet; thence South 0°40' West 874.3 feet; thence South 89°50' East, 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West 1/4 line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of

EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast corner of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road; thence North 50°10'00" East along said centerline 744.52 feet to the place of beginning.

Parcel 2:

Land described as commencing at the Northwest corner of Section 2, Town 9 South, Range 2 East, thence running South on the Section line 128 rods; thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning;

ALSO, a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad;

ALSO, the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2, Town 9 South, Range 2 East;

ALSO, following two (2) portions of the 66 foot wide right-of-way of the Detroit,

Toledo and Ironton Railroad Company located in Section 2, Town 9 South, Range 2 East to wit:

1) That part of the R/W located in the North 128 rods of Section 2.

2) That part of the R/W located in and East of and adjacent to the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2.

EXCEPTING THEREFROM land described as commencing 300 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence East 180 feet; thence South 180 feet; thence West 180 feet; thence North 180 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing 185 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2

East; thence South 180 feet; thence East 115 feet; thence North 180 feet; thence West 115 feet to the place of beginning; feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing at the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet along said Section line; thence East 185 feet; thence North 180 feet; to said Section line; thence West 185 feet to the place of beginning.

(the Premises) in an instrument (the Instrument) as recorded at Liber 2646, Page 0893, with the Lenawee Register of Deeds.

2. Erroneous description. The Instrument contains the following erroneous description of the property:

Land in the Township of Seneca described as commencing at the Northwest corner of Section 2 in Town 9 South, Range 2 East, thence running South on the Section line 128 rods thence East parallel with the North line of said

rods thence East parallel with the Vest line of said Section 128 rods; thence Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning, also a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2 in Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad, containing in both above descriptions 62 2/5 acres, also the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2 in Town 9 South, Range 2 East, constituting in both above descriptions 82 2/5 acres more or less.

Property Address: 6875 W. Yankee Road, Morenci, Michigan 49256 Tax Parcel No.: SE0-202-1050-00

Property Address: 6000 W. Yankee Road, Morenci, Michigan 49256 Tax Parcel No.: SE0-202-3050-00

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4, Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section, 3,318.7 feet; thence South Oo40' West 874.3 feet; thence South 89°50' East 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West quarter line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of beginning,

EXCEPTING AND RESERVING TIIBREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South,

Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast comer of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road; thence North 50°10'00" East along said centerline 744.52 feet to the place of beginning

744.52 feet to the place of beginning.

3. Corrected description. The Instrument should have contained the following description of the property:

Land in the Township of Seneca, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

All that part of the following parcel lying South of the centerline of an Angling Road, known as Weston Road, said parcel being all that part of the Northeast 1/4 and of the Northeast 1/4 of the Northwest 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing at the Northeast corner of the Northeast 1/4 of said Section; thence West along the North line of said Section 3,318.7 feet; thence South 0°40' West 874.3 feet; thence South 89°50' East, 2,752 feet to the centerline of the Angling Road; thence South 50°10' West along the centerline of said Angling Road, 30 feet; thence South 1,741.51 feet to the East and West 1/4 line of said Section; thence South 89°50' East 567.5 feet to the East line of said Section; thence North along said East line 2,636.8 feet to the place of beginning;

EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 23, Town 8 South, Range 2 East, described as commencing on the East line of Section 23 with the intersection of said line with the centerline of Weston Road at a point located 411.85 feet South from the Northeast corner of said Section 23 and running thence South along the East line of Section 23, 445.07 feet; thence South 82°26'40" West 576.75 feet; thence North parallel with the East line of Section 23, 44.0 feet to the centerline of Weston Road: thence North 50°10'00" East along said centerline

744.52 feet to the place of beginning.

Parcel 2:

Land described as commencing at the Northwest corner of Section 2, Town 9 South, Range 2 East, thence running South on the Section line 128 rods; thence East parallel with the North line of said Section 60 rods; thence North parallel with the West line of said Section 128 rods; thence West 60 rods to the place of beginning;

ALSO, a strip of land 18 rods wide East and West and 128 rods long North and South and being all that part of the East 80 acres of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East, that lies West of the right of way of the Detroit, Toledo and Ironton Railroad:

ALSO, the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2, Town 9 South, Range 2 East;

ALSO, following two (2) portions of the 66 foot wide right-of-way of the Detroit,

Toledo and Ironton Railroad Company located in Section 2, Town 9 South, Range 2 East to wit:

1) That part of the R/W located in the North 128 rods of Section 2.

2) That part of the R/W located in and East of and adjacent to the North 20 acres of the Northwest 1/4 of the Southwest 1/4 of Section 2.

EXCEPTING THEREFROM land described as commencing 300 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence East 180 feet; thence South 180 feet; thence West 180 feet; thence North 180 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing 185 feet East of the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet; thence East 115 feet; thence North 180 feet; thence West 115 feet to the place of beginning;

ALSO EXCEPTING THEREFROM land described as commencing at the Northwest corner of the Northwest fractional 1/4 of Section 2, Town 9 South, Range 2 East; thence South 180 feet along said Section line; thence East 185 feet; thence North 180 feet; to said Section line; thence West 185 feet to the place of beginning.

The Instrument is revised and amended to delete the description originally stated in the Instrument and to replace it with the revised description as stated in this document.

Except as stated in this document, the Instrument is unchanged, in full force and effect, and is ratified by Grantors and Grantees.

GRANTORS:

Dated this 11 day of November, 2022.

Signed by:

2. Rathbur, Personal

Representative of the Estate of Betty J. Rathbun, Deceased

STATE OF Michigan

COUNTY OF Lenzuse

, 2022, before me, a Notary Public, in and for said County, personally appeared Gary L. Rathbun, Personal Representative of the Estate of Betty J. Rathbun, Deceased, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act

and deed, on behalf of said estate.

JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

NOTARY PUBLIC (SEAL)

Dated this 11 day of November, 2022.

Signed by:

Harold W. Rathbun, Personal Representative of the Estate of Betty J. Rathbun, Deceased

STATE OF Michigan

COUNTY OF henzwee

, 2022, before me, a Notary Public, in and for said County, personally appeared On November 11 Harold W. Rathbun, Personal Representative of the Estate of Betty J. Rathbun, Deceased, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed, on behalf of said estate.

JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025 NOTARY PUBLIC

GRANTEES:

Dated this 11 day of November, 2022.

Signed by:

. Rathbun, Successor Co-Trustee of the J. Rathbun Living Trust

STATE OF Michigan

COUNTY OF Lenzwee

_, 2022, before me, a Notary Public, in and for said County, personally appeared On November 11 Gary L. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed, on behalf of said estate.

NOTARY PUBLIC (SEAI

JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

Dated this 11 day of November, 2022.

Signed by:

Harold W. Rathblun, Successor Co-Trustee of the Betty J. Rathbun Living Trust

STATE OF Michigan

COUNTY OF henewer

On <u>Nexedoar 11</u>, 2022, before me, a Notary Public, in and for said County, personally appeared Harold W. Rathbun, Successor Co-Trustee of the Betty J. Rathbun Living Trust, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed, on behalf of said estate.

NOTARY PUBLIC (SEAL)

JENNIFER CHITTENDEN Notary Public, Lenawee Co., MI My Comm. Expires Aug. 22, 2025

Drafted by and when recorded return to: Katrin E. McBroom, Semro, Henry & Barga, Ltd., 7255 Crossleigh Court, Suite 104, Toledo, Ohio 43617

REAL ESTATE SALES AGREEMENT

This Agreement is made this <u>14</u>th day of <u>October</u>, 2022 ("Effective Date"), by and between Betty Rathbun of 6875 West Yankee Road, Morenci, Michigan 49256("Seller") and Sunryz Dairy, LLC, a Michigan limited liability company, of 8460 W. Mulberry Rd., Morenci, Michigan 49256 ("Buyer").

1. <u>Description of Property</u>. Seller does hereby agree to sell to Buyer and Buyer does hereby agree to purchase from Seller, certain building improvements, personal property and real estate consisting of approximately 100 acres and located in Seneca Township, Lenawee County, Michigan with Parcel Numbers SEO-202-1050-00; SEO-202-3050-00; and SEO-123-2800-00 and described as follows:

See Exhibit 1

("Premises" or "Property") subject to any existing building and use restrictions, zoning ordinances and easements, if any. For definitional purposes only within this Agreement, the term Premises includes the real estate improvements and certain items of personal property.

2. <u>Items Included in Sale</u>. Improvements and appurtenances included in the purchase price, if now on the Premises, include one house, out buildings, fixtures and equipment therein more particularly described, including specifically: lighting fixtures and their shades; drapery and curtain hardware; window shades and blinds; screens and storm windows and doors; stationary laundry tubs; water softener (unless water softener is rented); water heater; incinerator; heating and air conditioning equipment; water well; pump and pressure tank, if any; built-in kitchen appliances, including garbage disposal; wall to wall carpeting, if attached; all attached mirrors and bathroom mirrors; mail box; plantings and trees; garage door opener and control(s).

3. <u>Purchase Price</u>. The purchase price for the Premises shall be One Million and no/100 Dollars (\$1,000,000.00).

4. <u>Pavment of Purchase Price</u>. Subject to adjustments as set forth herein, Buyer shall pay the full purchase price at closing upon execution and delivery of a warranty deed from all liens but otherwise subject to matters of record and together with all land divisions.

5. <u>Title Work</u>. Buyer shall obtain a title insurance commitment and provide a copy to Seller. Any objections to Seller's title as disclosed on the title insurance commitment which are not raised in writing by Buyer within fifteen (15) days after Buyer's receipt of the title commitment shall be deemed waived. Notwithstanding, Seller shall pay, at closing, all liens and monetary encumbrances affecting the Premises. If objection to the title is made, Seller shall have thirty (30) days from the date notified in writing of the particular defects claimed, either (i) to remedy the title defects; (ii) to obtain title insurance as to such defects in a form acceptable to Buyer; or (iii) terminate this Agreement. If the Seller remedies the title defect, or obtains such title insurance within the time specified, Buyer agrees to complete the sale as soon as all documents have been prepared and all contingencies have been satisfied. If Seller is unable to remedy the title defects or obtain such title insurance within the time specified, this Agreement shall terminate.

6. <u>Property Taxes and Assessments</u>. All real estate taxes, if any, shall be prorated to the date of closing on a calendar year basis as if taxes are paid in arrears. If applicable tax bills are not available for the year of closing, then the prior year tax bills shall be utilized to prorate taxes. If the tax bills include property in addition to the Premises being sold, then Buyer's prorated share of the tax bills which is subject to proration shall be determined by multiplying the tax bill by a fraction, the numerator of which is the acreage of the Premises and the denominator is the acreage included within the tax bill.

7. <u>Lead Paint Warning</u>. Buyer waives the right to receive any federal lead paint disclosure forms from Seller or any lead paint disclosures which Seller is otherwise obligated to make.

8. <u>Seller Disclosure Act</u>. Buyer waives compliance with any applicable Seller Disclosure Act.

9. Possession.

(a) Seller shall deliver possession of Premises to Buyer at closing. Except as set forth herein, Buyer accepts the Premises AS IS and with all defects, known or unknown.

(b) Seller shall have until the end of 2022 to remove personal property from the Property and, if not removed, shall be deemed abandoned to Buyer.

(c) Seller represents and warrants that there will be no tenant interest in the Property following the end of the 2022 growing season.

10. <u>Closing and Closing Costs</u>. The closing shall take place after all contingencies are met but not later than December 1, 2022. Seller shall pay for all transfer taxes and for an owner's title policy in the amount of the purchase price. Buyer shall pay for the cost to record the deed. All other closing costs shall be split equally.

11. <u>Broker's Fees</u>. The parties hereto agree that no real estate broker is involved in this sale and that no commissions are owed to any party. Each party shall indemnify the other for any breach of this section which causes damage to the other party.

12. Additional Terms and Conditions.

(a) The parties mutually agree, each in good faith, to take all steps reasonably necessary to facilitate the purchase and sale as contemplated in this Agreement and execute such documents reasonably necessary to carry out, and otherwise put into effect, the terms and provisions hereof, including obtaining execution of documents under the control of some other party.

(b) Time is of the essence of this Agreement.

(c) Regardless of which party was responsible for the preparation of this Agreement, this Agreement shall not be construed more strictly against either party.

(d) Seller or Buyer may assign this agreement to effectuate a tax free 1031 exchange.

(e) This agreement may be executed in counterpart and by facsimile signature or a signature applied to a pdf document.

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

SELL Betty Rathbun-TP

BUYER: Sunryz Dairy, LLC

By: Cornelis Ryzebo Its: Member

999999:CKREMER:6696818-1

3

This page is intentionally blank.

Lenawee County Planning Commission

Staffed by the Region 2 Planning Commission (R2PC) 120 W. Michigan Avenue • Jackson, MI 49201 Phone (517) 788-4426 • Fax (517) 788-4635

PA 116 FARMLAND AGREEMENT | FA #23-22

Applicant(s):	Calby and Lindsay Garrison Trust 10710 Slee Road Onsted, MI 49265
Date:	October 16, 2023
Local Government:	Cambridge Township, Village of Onsted
Purpose:	Enrollment application
Location:	The subject property (ID #CA8-128-4600-00) is located on the north side of Slee Road, in Section 28 of the Township (T5S, R2E).
Description:	The subject property has an area of approximately 25 acres, of which 24 acres are cultivated for cash crops. The remaining 1 acre is woods. No buildings are located on the property.
Term:	10 years.
Future Land Use:	The <i>Lenawee County Comprehensive Land Use Plan</i> places the subject property in an area recommended for 'agricultural' uses.
Staff Comments:	None.
Staff Advisement:	Based upon this analysis, staff advises the Lenawee County Planning Commis- sion to recommend APPROVAL of the PA 116 application to the Village of On- sted Board.
Attachment(s):	

Attachment(s):

• Background information provided by the applicant/township.

This page is intentionally blank.

Michigan FARMLAND AND OPEN SPACE PRESERVATION PROGRAMINED Application for Farmland Sprebrets Application for Farmland Sprebrets Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116. Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form. ALL APPLICATIONS MUST BE APPLICATIONS MU	Local Governing Body: Date Received Application No: State: Date Received Application No: Application No: PROVED BY LOCAL GOVER	Rejected	
 Personal Information: 1. Name(s) of Applicant: <u>Calby J. Garrison and Lindsay A</u> 	. Garrison Trust dated July 26, 2	2018	
Last	First	Initial	
(If more than two see #15)			
Last Marital status of all individual men listed on application, Married Single	First if more than one, indicate sta	Initial atus after each name:	
2. Mailing Address: 10710 Slee Road		MI 49265	
Street	City	State Zip Code	
3. Telephone Number: (Area Code) ()	517.902.1314	· · · · · · · · · · · · · · · · · · ·	
4. Alternative Telephone Number (cell, work, etc.): (Are	a Code) () 517.467.9036		
 5. E-mail address: <u></u>		mbridge Township, Village of Onsted	
8. Section No. 28 Town No 5 So	outh Range No. 2 East	st	
 III. Legal Information: 9. Attach a clear copy of the deed, land contract or me 10. Attach a clear copy of the most recent tax assessmentation 11. Is there a tax lien against the land described above If "Yes", please explain circumstances: 	nent or tax bill with complete ?	tax description of property.	
12. Does the applicant own the mineral rights? Ye If owned by the applicant, are the mineral rights lea Indicate who owns or is leasing rights if other than Name the types of mineral(s) involved: Oil & Gas	sed? Yes No the applicant: <u>Savoy Energy, L.P.</u>		
 13. Is land cited in the application subject to a lease ag something other than agricultural purposes: Yes number of acres involved: 14. Is land being purchased under land contract Yes 	No If "Yes", indicate to w No: If "Yes", indicate ver	whom, for what purpose an	for d the
Name: Address:		·····	
Street 14a. Part 361 of the Natural Resources and Environm vendor (sellers) must agree to allow the land cited the land contract sellers sign below. (All sellers mu Land Contract Vendor(s): I, the undersigned, under	d in the application to be enr ust sign). erstand and agree to permit ti	ct 451 as amended, states rolled in the program. Plea	ase have
into the Farmland and Open Space Preservation I	Program.		

at.

.

Application for Farmland Agreement

Page 2

	llowing, please check the appropriate box following – please leave blank):	and complete the following information (if
2 or more persons having Corporation Estate	a joint or common interest in the land Limited Liability Company X Trust	Partnership Association
	lual Names if more than 2 Persons; or Pre s; or Partners; or Estate Representative(s)	
Name: Calby J. Garrison		Title: Trustee
Name: Lindsay A. Garrison		Title: Trustee
Name:		Title:
Name:		Title:

(Additional names may be attached on a separate sheet.)

IV.	Land Eligibility Qualifications: Check one and fill out correct section(s)	
	This application is for:	

_ a. 40 acres or more _____bcomplete only Section 16 (a thru g);

х	b. 5 acres or more but less than 40 acres	← complete only Sections 16 and 17; or

c, a specialty farm		complete only	y Sections 16	and 18.
---------------------	--	---------------	---------------	---------

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

b.	Total	number	of	acres	on	this	farm	25

c.Total number of acres being applied for (if different than above):_____

d. Acreage	in	cultivation:	24
------------	----	--------------	----

e. Acreage in cleared, fenced, improved pasture, or harvested grassland:

Cash Crops

f. All other acres (swamp, woods, etc.) 1 acre of woods

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0	_Residence:	Barn:	_Tool Shed:
Silo:	Grain Storage Facility:	Grain Drying Facility:	
Poultry House:	Milking Parlor:	Milk Ho	Jse:
Other: (Indicate)			

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ 12,000	: 24	=	\$ 500	(per acre)
total income		total acres of tillable land		

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

Application for Farmland Agreement

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

Ň

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Cally & An	
(Signature of Applicant)	(Corporate Name, If Applicable)
Hindsay a. Sameron, Tustee	
(Co-owner, If Applicable)	(Signature of Corporate Officer)
9-13-23	
(Date)	(Title)
ALL APPLICATIONS MUST BE APPRO ON OR BEFORE NOVEMBER 1 IN ORDER TO BE	
RESERVED FOR LOCAL GOVERNMENT USE: C	LERK PLEASE COMPLETE SECTIONS I & II
I. Date Application Received: <u>9-13-23</u> (Note:	Local Governing Body has 45 days to take action)
Action by Local Governing Body: Jurisdiction://	LLAGE OF ONSTED
	County Township City 🕅 Village
This application is 🗌 approved, 🗌 rejected 🛛 🛛 🗛	ate of approval or rejection:
(If rejected, please attach statement from Local Governing	gBody indicating reason(s) for rejection.)
Clerk's Signature:	
Property Appraisal: \$ <i>115, 200</i> is the curre	nt fair market value of the real property in this application.
attachments, etc. are returned to the applicant. Appli If approved, applicant is notified and the original appl letters of review/comment from reviewing agencies (if	by of the application and attachments ays stating reason for rejection and the original application, icant then has 30 days to appeal to State Agency. ication, all supportive materials/attachments, and f provided) are sent to:
MDARD-Farmland and Open Space Program, PO	
*Please do not send multiple copies of applicatio mailings without first contacting the Farmland P	ns and/or send additional attachments in separate reservation office.
Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):	Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:
COPY SENT TO:	Copy of Deed or Land Contract (most recent showing <u>current ownership</u>)
County or Regional Planning Commission	Copy of most recent Tax Bill (must
Conservation District	include <u>tax</u> <u>description</u> of property)
Township (if county has zoning authority)	Map of Farm
	Copy of most recent appraisal record
	Copy of letters from review agencies (if available)
	Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

RCUD AMI : 45 SEP17 '18 LENAWEE

RCVD AM11:37 AUG10 '18 LENAWEE

LENAWEE COUNTY TREASURER TAX CERTIFICATE NO. 1924

SEP 1 7 2018

MARILYN J. WOODS

LIBER 2569 PAGE 0094 1 of 3 STATE OF MICHIGAN - LENAWEE COUNTY RECORDED 09/17/2018 03:24:09 PM D.WA Carolyn S. Bater , REGISTER OF DEEDS \$30.00



WARRANTY DEED

Know all Men by these Presents, That on July 26, 2018, for the sum of

One Dollar (\$1.00), Calby J. Garrison and Lindsay A. Garrison, husband and wife, whose

address is 5710 Townline Hwy., Adrian, Michigan 49221, Conveys and Warrants to

Calby J. Garrison and Lindsay A. Garrison, Trustees of the Calby J. Garrison and Lindsay

A. Garrison Trust dated July 26, 2018, whose address is 5710 Townline Hwy., Adrian,

Michigan 49221, the following property situated in the Township of Cambridge and

Village of Onsted, County of Lenawee, and State of Michigan:

Parcel I

The East 1/2 of the Southwest 1/4 of Section 28, Town 5 South, Range 2 East;

EXCEPTING THEREFROM All that part described as beginning on the South line or Section 28 aforesaid, 595.00 feet North 87° 53' 00" West from the South 1/4 comer of said Section 28; thence North 87° 53' 00" West 282.00 feet continuing along the said South line of Section 28; thence North 02° 07' 00" East 308.94 feet; thence South 87° 53' 00" East 282.00 feet; thence South 02° 07' 00" West 308.94 feet to the point of beginning.

Parcel II

All that part of the West 1/2 of the Southeast 1/4 of Section 28, Town 5 South, Range 2 East, described as commencing at the Southwest corner of the Southeast 1/4 of said Section and running thence East on the South line of said Section, 40 rods; thence North 100 rods; thence West 40 rods to the North and South quarter line of said Section; thence South on said quarter Section 100 rods to the place of beginning.

3pgs - RCO 2aw env

CAD-128-3805-00 CAS-128-4600-00 CAS-128-41025-00 LIBER 2569 PAGE 0094 2 of 3

Parcel III

The West 1/2 of the Southeast 1/4 or Section 28, Town 5 South, Range 2 East;

EXCEPTING THEREFROM the right-of-way of the Cincinnati Northern Railroad Company (formerly so-called) across the North end thereof;

ALSO EXCEPTING THEREFROM 25 acres in the Southwest corner of said premises being a strip of land 40 rods East and West and 100 rods in depth North and South;

FURTHER EXCEPTING THEREFROM All that part of the Southwest 1/4 of the Southeast 1/4 of Section 28, Town 5 South, Range 2 East, described as commencing at the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section; thence North 0° 51' West along the East line of said West 1/2 of the Southeast 1/4 of said Section, 646.67 feet thence South 89° 40' West 336,80 feet; thence South 0° 51' East 646.67 feet to the South line of said Section; thence North 89° 40' East along said South line of said Section, 336.80 feet to the place of beginning.

Commonly known as Vacant Land on Slee Rd.

Tax Parcel No.: CA0-128-3800-00, CA8-128-4650-00 and CA8-128-4600-00

Subject to zoning ordinances, restrictions and easements of record, and

taxes and assessments due and payable after date hereof. Together with all and singular

the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

The Grantor also grants to the Grantees the right to make all divisions under

Section 108 of the Land Division Act, No. 288 of Public Acts of 1967.

The above-described premises 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.



LIBER 2569 PAGE 0094 3 of 3

This transfer is exempt from Michigan transfer tax under M.C.L.A.

207.526(a) and county transfer tax under M.C.L.A. 207.505(a).

Signed by:

Calby J. Garrison

anisor Lindsav Charrison

STATE OF MICHIGAN)) ss: COUNTY OF LENAWEE)

The foregoing instrument was signed and sworn to before me in Lenawee County, Michigan, this 26th day of July, 2018, by Calby J. Garrison and Lindsay A. Garrison, husband and wife.

COLLEEN ANN LAGINESS NOTARY PUBLIC, STATE OF MI COUNTY OF MONROE MY COMMISSION EXPIRES MAR. 1, 2024 ACTING IN COUNTY OF

Colleen Ann Laginess, Notary Public Monroe County, Michigan Acting in Lenawee County, Michigan My commission expires on 03-01-2024

Prepared By: Kathryn M. Mohr Robison, Curphey & O'Connell 105 Brown St., Suite 100 Tecumseh, MI 49286 (517) 423-5404

Send subsequent tax bills to the Grantee.

P:\DOCS\30792\35402\DEED\12X1472.DOC

OFFICIAL TAX STATEMENT VILLAGE OF ONSTED SHAWNA ROHRBACH, TREASURER PLEASE RETURN THIS PORTION WITH PAYMENT THANK YOU. 108 S MAIN ST BOX 420 ONSTED, MI 49265 THIS TAX IS PAYABLE JULY 1, 2023 THRU SEPT 14, 2023 After 9/14/2023, additional interest and fees apply TAXPAYER NOTE: Are your name & mailing address correct? If not, please make corrections below. 2023 Village Tax for Prop #: CA8-128-4600-00 Property Addr: 10718 SLEE RD Tax for Prop#: CA8-128-4600-00 Make Check Payable To: VILLAGE OF ONSTED TO: GARRISON, CALBY J & LINDSAY A, TRUST 10710 SLEE RD TOTAL AMOUNT DUE: 211.12 ONSTED MI 49265 Please detach along perforation. Keep the bottom portion. VILLAGE OF ONSTED 2023 Village Tax Bill

MESSAGE TO TAXPAYER COLLECTION DATES AT THE VILLAGE OFFICE - 108 S MAIN ST PO BOX 420, ONSTED, MI 49265 MON - 12:00 NOON - 4:00 PM TUES-WED-THURS 9:00 AM - 1:00 PM **POSTMARK NOT HONORED DUE TO DELAY IN MAIL DELIVERY** IF YOU WOULD LIKE A RECEIPT, PLEASE ENCLOSE A SELF	This tax is pa Pay by mail to:	PAYMENT INFORMATION ayable 07/01/2023 thru VILLAGE OF ONSTED SHAWNA ROHRBACH, TREA 108 S MAIN ST BOX 420 ONSTED, MI 49265	SURER
ADDRESSED STAMPED ENVELOPE		TAX DETAIL	
PROPERTY INFORMATION	Taxable Va State Equalized Va Assessed Va P.R.I	lue: 20,469 lue: 57,600	Class: 102
Property Assessed To: GARRISON, CALBY J & LINDSAY A,TRUST 10710 SLEE RD ONSTED, MI 49265 School: ONSTED COMMUNITY SCHOOLS	1 mill equals Amounts wit	re based upon Taxable V \$1.00 per \$1000 of Tax h no millage are either other charges added to	able Value. Special
Prop #: CA8-128-4600-00	DESCRIPTION	MILLAGE	AMOUNT
Prop Addr: 10718 SLEE RD Legal Description: 5/8 OF W 1/2 OF W 1/2 OF SE 1/4 SEC 28 25 ACRES DESCRIPTIVE-VILLAGE OF NSTED.	VILL TAX	10.21210	209.03
OPERATING FISCAL YEARS The taxes on bill will be used for governmental operations for the following fiscal year(s): County: JAN 1 - DEC 31	Total Ta Administration Fe		209.03 2.09
			211.12
JULY 1 JULY 1 JUNE 30 School: JULY 1 JUNE 30 State: OCT 1 SEPT 30	TOTAL AMOUNT DU	1E	211.12

Pay this tax to: CAMBRIDGE TOWNSHIP SHAWNA ROHRBACH, TREASURER 9990 W M 50 P O BOX 417 ONSTED, MI 49265

PI	LEASE RETU	JRN THIS	PORTION	WITH PAYMENT.	THANK YOU.
	Th	is tax	is due by	: 09/14/202	3 2529
	P	ayable	7/1/2023	to 9/14/202	3
Afte	er 09/14,	/2023 a	additional	interest and	fees apply
2023 S	ummer	Tax fo	r Prop #:	46-CA8-128-4	600-00

Make Check Payable To: CAMBRIDGE TOWNSHIP

TAXPAYER NOTE: Are your name & mailing address correct? If not, please make corrections below. Thank You.

Property Addr: 10718 SLEE RD

********AUTO**5-DIGIT 49267 GARRISON, CALBY J & LINDSAY A,TRUST 10710 SLEE RD ONSTED, MI 49265-8503 TOTAL AMOUNT DUE:

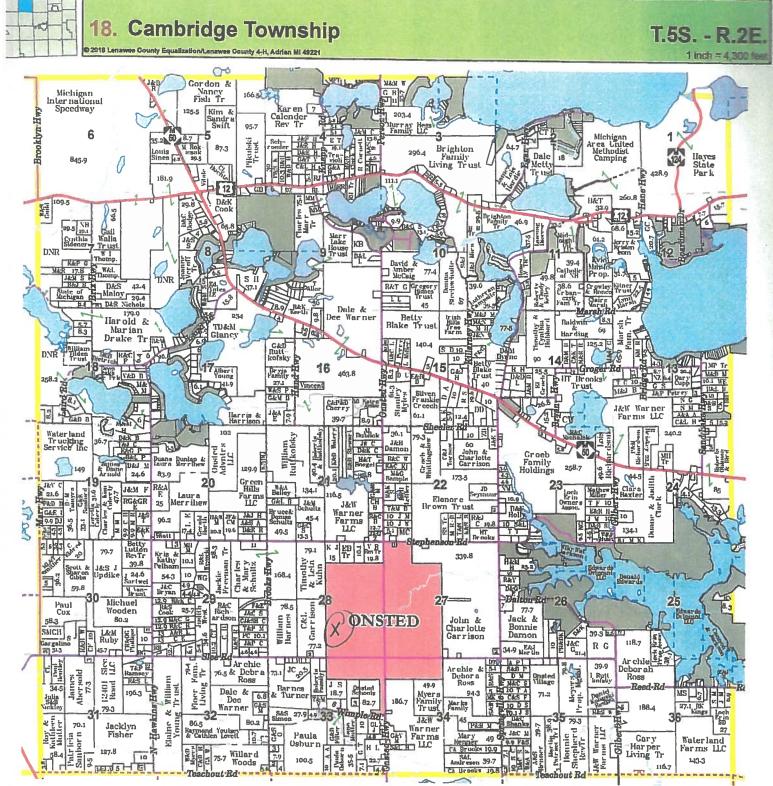
235.67

Amount Remitted: ____



Please detach along perforation. Keep the bottom portion

CAMBRIDGE TOWNS	HIP 2023 Summer Bill #:
MESSAGE TO TAXPAYER	PAYMENT INFORMATION
PLEASE DO NOT COMBINE TAX PAYMENTS WITH OTHER PAYMENTS	Payable 7/1/2023 to 9/14/2023
IF PAYING BY CHECK, PLEASE INCLUDE YOUR PHONE NUMBER ON CHECK IF YOU WOULD LIKE A RECEIPT, PLEASE SEND SELF- ADDRESSED STAMPED ENVELOPE.	This tax is due by: 09/14/2023 Pay by mail to: CAMBRIDGE TOWNSHIP SHAWNA ROHRBACH, TREASURER 9990 W M 50 P O BOX 417 ONSTED, MI 49265
PROPERTY INFORMATION	TAX DETAIL
Property Assessed To: GARRISON, CALBY J & LINDSAY A, TRUST	Taxable Value: 20,469 AGRICULTURAL-VACAN State Equalized Value: 57,600 Class: 102 Homestead %: 100.0000
10710 SLEE RD ONSTED, MI 49265	Mort Code:
ONSTED COMMUNITY SCI Prop #: 46-CA8-128-4600-00 School: 46110 Prop Addr: 10718 SLEE RD Legal Description:	Taxes are based upon Taxable Value. 1 mill equals \$1.00 per \$1000 of Taxable Value. Amounts with no millage are either Special Assessments or other charges added to this bill.
S 5/8 OF W 1/2 OF W 1/2 OF SE 1/4 SEC 28 25 ACRES DESCRIPTIVE-VILLAGE OF ONSTED.	DESCRIPTION MILLAGE AMOUNT
	STATE ED 6.00000 122.81 COUNTY OPER 5.40000 110.53
OPERATING FISCAL YEARS The taxes on bill will be used for governmental	
operations for the following fiscal year(s): County: JAN 1 - DEC 31 Twn/Cty: JULY 1 - JUNE 30 School: JULY 1 - JUNE 30	Total Tax 11.40000 233.34 Administration Fee 2.33 TOTAL AMOUNT DUE 235.67
State: OCT 1 - SEPT 30 Does NOT affect when the tax is due or its amount	PREV. PAYMENTS BALANCE DUE 235.67









Grantor Grantee	on provincial	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prent. Trans.
GARRISON, CALBY J & LINDS MI DEPT OF TREA	TREASURY	0	09/17/2018	OTH	21-NOT USED/OTHER	2569-95	DEED	0.0
CALBY J & LINDS GAN	J & LINDS	1	07/26/2018	WD		2569-94	DEED	0.0
JOHNSON, JOSEPH E, SR & M GARRISON, CALBY	J & LINDS	0	04/13/2012	WD	20-MULTI PARCEL SALE REF	2441-730	DEED	0.0
GARRISON, CALBY J & LINDS MI DEPT OF TREE	TREASURY	0	04/13/2012	OTH	21-NOT USED/OTHER	2441-732	DEED	0.0
Property Address	Class: AGRICU	AGRICULTURAL-VACA	Zoning:	AG (* Bui	Building Permit(s)	Date	Number	Status
10718 SLEE RD	School: ONSTED	ED COMMUNITY						
	P.R.E. 100%	2 / /	Qual. Ag.					
Owner's Name/Address	MAP #:							
0		2024	Est TCV 115,	5,225				
ONSTED MI 49265	Improved	X Vacant	Land Value	lue Estimate	s for Land Table	AG-01.AGRICULTURAL	F	
	Public				* Facto	- 1		
		11.5		DA WITLARIE	age pepe	1770 1770	TTLARIF (CA)	111 222 Antea
Tax Description		Ĵ.	ACREAGE	RA WOODS	1.00 Acres	3600 100		
S 5/8 OF W 1/2 OF W 1/2 OF SE 1/4 SEC 28 25 ACRES DESCRIPTIVE-VILLAGE OF ONSTED.	Paved Road Storm Sewer	μ. μ. μ.	ACREAGE		0.50 Acres 25.00 Total Acres	0 100 Total Es	0 100 RIGHT OF WAY RW Total Est. Land Value =	1
	Water Sewer Electric							
	Street Lights Standard Utilitie Underground Utils	Lights rd Utilities round Utils.						
	Topography Site	of						
	Level Rolling							
	Low High Landscaped Swamp Wooded Pond Waterfront Ravine							
	Wetland Flood Plain		Year	Land Value	Building Ass Value	Assessed B Value	Board of Tribunal/ Review Other	unal/ Taxable Other Value
	Who When	What	2024	57,600	0	57,600		20,4690
Familiant Constitute (at 1000 -	MEL 06/30/2000	0 INSPECTED	2023	57,600	0	57,600		20,469C
Licensed To: Township of Cambridge, County	¥.		2022		0	60,000		19,495C
ee, Michigan			2021	53.700	0 53.	700		18.8730

* Information herein deemed reliable but not guaranteed***



9990 W M 50, Box 417 Onsted, Michigan 49265 Phone: 517 467-2104 Fax: 517 467-4823

September 25, 2023

To: Lenawee County Planning Commission

From: Cambridge Township Planning Commission

In accordance with Section 41 of the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3841(e), a copy of the enclosed master plan was sent to the planning commission or legislative body of each municipality located within or contiguous to Cambridge Township.

A record of the name and address of each planning commission or legislative body to which a copy of the proposed master plan was submitted, with the date of submittal, is attached.

Sincerely,

David Horner, Secretary Cambridge Township Planning Commission



130 South Lane Street • Blissfield, Michigan 49228 • (517) 486-4347 office • (517) 486-4069 fax

September 26, 2023

Jacob Hurt, Executive Director Region 2 Planning Commission Jackson County Tower Building – 9th Floor Jackson, MI 49201



Subject: Village of Blissfield, Lenawee County, State of Michigan Distribution and Comment Period for the Proposed 2040 Comprehensive Land Use Plan

Dear Director Hurt,

The Blissfield Village Council approved distribution of the 2040 Comprehensive Land Use Plan and we ask for your cooperation and invite your comments regarding this endeavor. Consistent with the provisions of Michigan Public Act 33 of 2008, as amended (the Michigan Planning Enabling Act, MPEA), the Village of Blissfield is providing this notice. The electronic version (PDF) of the proposed (draft) 2040 Plan is available for your review and comment at: <u>https://blissfieldmichigan.gov/</u>

As provided for in the MPEA, the review period is 63 days; any comments regarding the proposed 2040 Plan must be received by November 28, 2023.

Please be notified that you are invited to send a letter and/or email stating your opinions, position, or questions to the Village of Blissfield (Attn. Danielle Gross, Village Administrator), PO Box 129, Blissfield, Michigan 49228, or email <u>administrator@blissfieldmichigan.gov</u>. Additionally, you may contact the Planning Consultant, Laura Haw, at <u>lhaw@mcka.com</u>.

The Village of Blissfield thanks you for your cooperation and assistance.

Sincerely,

Danielle Gross Village Administrator